

EYYOU MARINE REGION LAND CLAIM AGREEMENT

IMPLEMENTATION PLAN

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IMPLEMENTATION PLAN
FOR THE
EYYOU MARINE REGION LAND CLAIM AGREEMENT

DEVELOPED BY:

The **Grand Council of the Crees (Eeyou Istchee)**, (“GCC(EI)”) herein acting for and on behalf of the Crees of Eeyou Istchee and on its own behalf, and represented by its undersigned authorized representatives; and

Her **Majesty the Queen in right of Canada**, (“Canada”) as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as the “Parties”)

WHEREAS the Eeyou Marine Region Land Claim Agreement, (hereinafter referred to as the “Agreement”), has been signed by the Parties;

AND WHEREAS Chapter 25 of the Agreement requires an Implementation Plan which is to guide the implementation of the Agreement by the Parties;

AND WHEREAS representatives of the Parties have developed this Implementation Plan, hereinafter referred to as the “Plan”, which identifies certain activities to be undertaken and certain costs which shall be incurred with respect to the implementation of the Agreement during the initial ten (10) year planning period;

THEREFORE the Parties agree as follows:

1. Interpretation

1.1 The terms used in this Plan have the same meaning as in the Agreement in respect of the provisions to which they relate.

1.2 The Plan shall be interpreted so as to promote the implementation of the Agreement.

- 1.3 Without limiting the generality of section 1.2, the Plan shall be interpreted in accordance with the principles set out in section 25.2 and the provisions set out in section 25.3 of the Agreement.
- 1.4 For greater certainty, any responsibility assigned in Annex A (Implementation Plan Activity Sheets) to the Crees of Eeyou Istchee, to the GCC(EI) by the Crees of Eeyou Istchee, or to a GDO, shall not be an obligation of Government.
- 1.5 For greater certainty, all rights and obligations of the Crees of Eeyou Istchee under this Plan may be enforced by and against the GCC(EI).
- 1.6 Nothing in the Plan is to be considered an amendment to, modification of, or derogation from the Agreement.
- 1.7 Where there is any inconsistency or conflict between the Plan and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.

2. Status of the Plan

- 2.1 The Plan constitutes a legally binding contract between the Parties unless otherwise specified.
- 2.2 The Plan includes documents which identify certain activities to be undertaken and certain costs which shall be incurred in order to implement the Agreement.
- 2.3 The Plan does not form Part of the Agreement and is not a land claim agreement or a treaty within the meaning of section 35 of the *Constitution Act 1982*.

3. Contents of the Plan

- 3.1 The Plan comprises the following components:
 - General Provisions and Contract
 - Implementation Plan Activity Sheets (Annex A)
 - Financial Information Summary (Annex B)
 - Communication and Information Strategy (Annex C)

- 3.2 The English version of this Plan is the authoritative version.
- 3.3 Annex A (Implementation Plan Activity Sheets) identifies certain activities to be undertaken during the initial ten (10) year planning period. Annex A is not legally binding. The activities and the estimates of certain costs referred to in section 2.2, are based on assumptions made by the Parties in order to determine the level of financial and human resources sufficient to undertake the activities to fulfill the obligations identified in the Agreement.
- 3.4 Annex B (Financial Information Summary) identifies the payment of funds and any annual adjustments during the initial ten (10) year planning period from the Effective Date of the Agreement for the following:
- Part 1 – Boards and Commission
 - Part 2 – Eeyou Marine Region Land Use Plan
 - Part 3 – Wildlife Research Fund
 - Part 4 – Cree Implementation Funding
 - Part 5 – Government of Nunavut
 - Part 6 – Annual Adjustments
- 3.5 Annex C (Communication and Information Strategy) identifies a communication and information strategy to inform the Crees of Eeyou Istchee and interested third parties of the content of the Agreement and the accompanying Implementation Plan in accordance with paragraph 25.3.4 (e) of the Agreement. Annex C is not legally binding.

4. Financial Payments

- 4.1 Canada's financial payments described herein are subject to annual appropriation by Parliament.
- 4.2 Recognizing that years 1 to 10 may not coincide with Government's fiscal years (April 1 to March 31) and that the recipients of the annual amounts identified in Annex B will need to budget on a fiscal year basis, those amounts will be allocated at the Effective Date of the Agreement to fiscal years in the manner described in Annex B. Upon verification of the calculations by the Implementation Committee, the fiscal year allocations will be deemed to replace the amounts in Annex B.

- 4.3 The Year 1 payments to the government of Nunavut shall be made as soon as possible after the Effective Date of the Agreement. The first year's payments to the Eeyou Marine Region Planning Commission (EMRPC), the Eeyou Marine Region Wildlife Board (EMRWB) and the Eeyou Marine Region Impact Review Board (EMRIRB) shall be made as soon as possible after the establishment of those bodies and, in accordance with subsections 8.4.3, 14.3.1 and 18.2.34 of the Agreement, the approval of their first budget.
- 4.4 The fiscal year allocations as calculated under section 4.3, will be subject to annual adjustments in the manner described in Annex B, Part 6 – Annual Adjustments.

5. Implementation Funding

- 5.1 Pursuant to section 25.5 of the Agreement, the government of Canada shall provide implementation funding payments to the GCC(EI) in accordance with Part 4 of Annex B. Any payments made pursuant to section 25.5 of the Agreement are not intended by the Parties to fulfill or discharge the ongoing funding responsibilities of the government of Canada for the implementation of the Agreement.
- 5.2 The government of Canada's obligation to provide implementation funding in the amounts identified in Annex B shall not diminish in any way:
- a) the obligation of Her Majesty in Right of Canada to fulfill the financial aspects of the obligations in the Agreement other than the obligations referred to in sections 5.1 and 5.3; and
 - b) the obligation to negotiate for the purpose of determining the amounts of funding pursuant to section 8.1.
- 5.3 The government of Canada shall provide the government of Nunavut with funding to assist the government of Nunavut in fulfilling its responsibilities under the Agreement for the initial ten (10) year planning period and, consistent with section 8.1, for any subsequent planning periods. This funding shall be provided in accordance with further funding arrangements to be established between the government of Canada and the government of Nunavut.
- 5.4 The government of Canada shall provide the amounts identified in Part 1 of Annex B to the EMRPC, the EMRWB and the EMRIRB for the initial ten (10) year planning period and, consistent with section 8.1, for any subsequent planning periods. For this purpose, the government of Canada shall establish funding arrangements further to the arrangements in this Plan with each of the institutions

of public government consistent with paragraph 25.2.1 d) of the Agreement. The funding arrangements shall specify the manner and timing of payments and may provide for an annual payment or a schedule of payments within any one year. Payments under the funding arrangements are conditional on the approval of the budgets.

- 5.5 Consistent with sub-paragraph 25.2.1 d)(ii) of the Agreement, each institution of public government shall be provided the degree of flexibility within its funding arrangements to allocate, reallocate and manage funds within its approved budget no less than that generally accorded to comparable agencies of Government. Such arrangements shall be consistent with the Plan and, for greater certainty, shall accommodate the exercise of powers of the Implementation Committee as described in subsection 25.4.3 of the Agreement.
- 5.6 For greater certainty, authority of a Minister or Minister's delegate to approve a proposed budget of the EMRPC, the EMRWB and the EMRIRB shall not be exercised so as to reduce the commitments under sections 5.1, 5.4 and 5.5.
- 5.7 The EMRIRB shall be required to submit budgets for hearings to the Implementation Committee for review. The budgets shall be forwarded to the appropriate Minister or Minister's delegate by the Implementation Committee with any recommendations of the Committee and are subject to the approval of the Minister or Minister's delegate.
- 5.8 The government of Canada shall provide the EMRWB, directly or through a trust set up for that purpose, with a single payment of five million dollars (\$5,000,000) on the Effective Date of the Agreement for the establishment of a Wildlife Research Fund to pay for the conduct of research proposed by Government or the GCC(EI) and approved by the EMRWB. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the EMRWB.

6. Eeyou Marine Region Land Use Plan

- 6.1 The government of Canada shall provide the amount identified in Part 2 of Annex B to the EMRPC for funding expenses related to the development of the Eeyou Marine Region Land Use Plan, which shall include the costs of public hearings and other activities in this regard. The fiscal year(s) in which this funding shall be provided by the government of Canada shall be determined by the EMRPC and incorporated into the appropriate annual budget submission(s) to be made by the EMRPC pursuant to subsection 8.4.3 of the Agreement.

7. Dispute Resolution

7.1 Paragraph 25.4.3 d) and Chapter 31 of the Agreement shall apply where a dispute arises between the Parties on any matter concerning the interpretation, application or implementation of the Plan.

8. Implementation Funding for Subsequent Planning Periods

8.1 Without in any way limiting the funding obligations of Government, at least one year prior to the expiry of this or any subsequent planning period, the Parties shall enter into negotiations for the purpose of determining the amounts of funding that shall be provided under the Plan to implement the Agreement in the subsequent planning period. Any departure from amounts of funding provided in the current planning period shall take into account the recommendations of the Implementation Committee pursuant to subsection 25.4.3 of the Agreement, as well as the review of past experience and assessment of future needs.

8.2 If by the end of the initial or any subsequent planning period the Parties are unable to determine the amounts of funding that shall be provided under the Plan to implement the Agreement in the subsequent planning period, all amounts of ongoing funding shall be maintained at the same level as in the current planning period for a period of two (2) years, or such other period as the Parties may otherwise agree.

9. Amendment of Plan

9.1 The Plan may be amended only with the written consent of each Party.

9.2 The Parties shall consider whether to amend the Plan as a result of any recommendation from the Implementation Committee following any review conducted pursuant to subsection 25.4.3 of the Agreement.

10. Coming into Force

10.1 The initial period of the Plan will commence on the Effective Date of the Agreement and will end on the tenth anniversary of the Effective Date of the Agreement.

**SIGNATORIES FOR THE IMPLEMENTATION PLAN OF
THE EYYOU MARINE REGION LAND CLAIM AGREEMENT**

SIGNED at ● , Québec, on the ____ day of ● , ● .

FOR:

**HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

On Behalf of the Government of Canada

The Honourable ●
Minister of Indian Affairs and
Northern Development

●
Chief Federal Negotiator

**On Behalf of the Government of
Nunavut**

FOR:

THE CREES OF EYYOU ISTCHEE

**On Behalf of the Grand Council of the
Crees (Eeyou Istchee)**

●
Grand Chief of the Grand Council of the
Cree (Eeyou Istchee)

●
Deputy Grand Chief of the Grand
Council of the Cree (Eeyou Istchee)

Mr. Roderick Pachano
Chief Cree Negotiator

WITHOUT PREJUDICE – DRAFT March 24, 2009

ANNEX A

IMPLEMENTATION PLAN ACTIVITY SHEETS

WITHOUT PREJUDICE – DRAFT March 24, 2009

FORMAT NOTES AND INTERPRETATION FOR THE IMPLEMENTATION PLAN ACTIVITY SHEETS

A) FORMAT

i) Table Format

Each Activity Sheet includes a table using the following format:

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
No of the activity	Description of the activity	Primary party(ies) responsible for an activity	Required or recommended time frames to carry out an activity

ii) Timing

Most of the time frames indicated are mandatory as specified in the Agreement provision. In some cases, where the Agreement has not prescribed timing of an activity, the Activity Sheet will recommend timing that will assist parties to meet deadlines in subsequent steps of the Activity Sheet (e.g. “Recommended within 3 months”).

iii) Planning Assumptions, Guidelines and Explanations

Where some of the information contained in this section is prescribed in the Agreement, the relevant Agreement clause is referenced in brackets. This section also includes other information such as guidelines, legislation, policies, etc., and explanations for actions or decision-making, often providing a reference point to current Government policy or procedures.

iv) Responsibility

Where a specific responsible Department or Agency for Canada is not identified in the Activity Sheets, the default department for implementation information shall be Indian and Northern Affairs Canada.

v) Participant/Liaison

Where there may be indirect involvement or responsibility of a government agency or Cree organization or institution, these are identified as a participant or liaison.

vi) Related Clauses

Refers to the Agreement clause(s) which have a relation to the project being described in the Activity Sheet and includes a summary of the main points of the numbered clause.

WITHOUT PREJUDICE – DRAFT March 24, 2009

B) COMMUNICATIONS

If no other address for delivery of a particular communication has been provided by a party, a communication will be delivered, transmitted, or mailed to the intended recipient as follows:

For: **Canada**
Attention: James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau QC
Postal Address: Ottawa, ON K1A 0H4

For: **Government of Nunavut**
Attention: P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

For: **Grand Council of the Crees (Eeyou Istchee)**
Attention: Grand Chief of the Grand Council of the Crees
2 Lakeshore Road
Nemaska, Quebec
J0Y 3B0

WITHOUT PREJUDICE – DRAFT March 24, 2009

CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 1**

PROJECT: **Amendment of the Agreement following a court ruling that some provisions of the Agreement are invalid**

RESPONSIBILITY: Grand Council of the Crees – Eeyou Istchee (Crees);
Canada; Implementation Committee (Committee)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify other party of the need to amend the Agreement and provide any proposed amendment, in writing, to the other party	Crees, Canada	Following a court ruling
2	Enter into negotiations to amend or replace any provision of the Agreement found by a court of competent jurisdiction to be invalid	Crees, Canada	As agreed
3	Review the proposed amendment and if it involves any provisions of Chapter 30 or any provisions concerning Nunavut, then obtain respectively the written agreement of the Nunavik Inuit or the Nunavut Government as the case may be	Crees, Canada	As soon as possible after Activity 2
4	Amend the Agreement in accordance with the process set out in Activity Sheet # 2-3 and in accordance with section 2.18	Crees, Canada	In accordance with the process set out
5	Verify whether any legislative enactment or amendments are required to implement the amendment to the Agreement and assess the impact of the amendment to the Agreement on existing Legislation (see Activity Sheet # 2-2)	Crees, Canada	As soon as possible after amendment to this Agreement has been agreed
6	Review the Implementation Plan and, if required, make changes to the Plan in accordance with changes to the Agreement and legislative enactment or amendments	Committee	Following amendment to the Agreement and legislative enactment or amendments
7	Have a copy of the amendments to the Agreement deposited at the appropriate address	Canada	As soon as possible after amendments to the Agreement have been approved

WITHOUT PREJUDICE – DRAFT March 24, 2009

OBLIGATIONS ADDRESSED:

- 2.6 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or to replace the invalid provision.

RELATED CLAUSES:

- 2.17 Consult with the Crees when preparing Legislation to implement amendments to the Agreement.
- 2.18 Amendments to the Agreement require consent of the Parties
- 29.3 Provision of Agreement inoperative or ineffective because affecting right of other aboriginal people.
- 30.9 Provisions of Chapter 30 may not be amended without the written agreement of the Nunavik Inuit.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A copy of any amendments to the Agreement, including any instrument giving effect to an amendment, will be deposited at the appropriate address as determined by the parties.
2. If a proposed amendment involves any provisions of Chapter 30, then the written agreement of the Nunavik Inuit must be obtained (section 30.9).
3. If a proposed amendment involves any provisions concerning Nunavut, then the written agreement of the Nunavut Government must be obtained.

WITHOUT PREJUDICE – DRAFT March 24, 2009

CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 2**

PROJECT: Preparing Legislation to implement the Agreement or any amendments thereto

RESPONSIBILITY: Canada – Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut (GN); Grand Council of the Crees – Eeyou Istchee (Crees)

PARTICIPANTS/LIAISON: Canada – Department of Justice

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Crees in writing of any proposal to prepare Legislation to implement the Agreement or any amendments thereto, in sufficient form and detail to allow the Crees to prepare their views on the matter	DIAND or GN (as the case may be)	Prior to preparation of the Legislation
2	Provide a reasonable period of time for the Crees to review information provided and to prepare their views on the matter	DIAND or GN (as the case may be)	Within a reasonable period of time after notification given as per Activity 1
3	Present views on the matter	Crees	Within reasonable period of time as provided for in Activity 2
4	Give full and fair consideration on any views presented	DIAND or GN (as the case may be)	After presentation of views on the matter and before passing Legislation
5	Provide the decision and, if applicable, include written reasons for the rejection or variation on the views presented	DIAND or GN (as the case may be)	After giving full and fair consideration to views received
6	Prepare the Legislation as proposed, or as altered in response to the views received, or to not propose the Legislation	DIAND or GN (as the case may be)	In accordance with the decision taken

WITHOUT PREJUDICE – DRAFT March 24, 2009

OBLIGATIONS ADDRESSED:

- 2.17 Government shall in Consultation with the GCC(EI) prepare any Legislation required to implement this Agreement, including any amendments thereto.

RELATED CLAUSES:

- 2.6 Amendment to remedy the invalidity or to replace invalid provision
- 2.18 Amendments to the Agreement require consent of the Parties
- 32.7 Canada to Consult with Crees on preparation of Legislation to ratify the Agreement

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. If Legislation is enacted to implement amendments to the Agreement it is assumed that the process set out at Activity Sheet # 2-1 or Activity Sheet # 2-3 has already been followed.

WITHOUT PREJUDICE – DRAFT March 24, 2009

CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 3****PROJECT:** **Amendment of the Agreement by the Parties****RESPONSIBILITY:** Grand Council of the Crees – Eeyou Istchee (Crees);
Canada; Implementation Committee (Committee)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the other party where the need to amend the Agreement is identified and provide any proposed amendment, in writing, to the other party	Crees, Canada	At discretion, or as required by provisions of the Agreement
2	Enter negotiations to amend any provisions of the Agreement where amendment is required	Crees, Canada	As soon as possible after reaching agreement on need to amend the Agreement
3	Review the proposed amendment and if it involves any provisions of Chapter 30 or any provisions concerning Nunavut, then obtain respectively the written agreement of the Nunavik Inuit or the Nunavut Government as the case may be	Crees, Canada	As soon as possible after Activity 2
4	Amend the Agreement in accordance with the process set out at section 2.18	Crees, Canada	As soon as possible after Activity 3
5	Verify whether any legislative enactment or amendments are required to implement the amendment to the Agreement and assess the impact of the amendment to the Agreement on existing Legislation (see Activity Sheet # 2-2)	Crees, Canada	As soon as possible after amendment to the Agreement has been agreed
6	Review the Implementation Plan and, if required, make changes to the Plan in accordance with changes to the Agreement and legislative enactment or amendments	Committee	Following amendment to the Agreement and legislative enactment or amendments
7	Have a copy of the amendments to the Agreement deposited at the appropriate address	Canada	As soon as possible after amendments to the Agreement have been approved

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OBLIGATIONS ADDRESSED:

- 2.18 Amendments to this Agreement shall require the consent of the Parties as evidenced by:
- a) in respect of Canada, an order of the Governor in Council; and
 - b) in respect of the Crees, a resolution of the board of directors of the Grand Council of the Crees (Eeyou Istchee).

RELATED CLAUSES:

- 2.6 Amend the Agreement if a provision is found to be invalid by a court of competent jurisdiction.
- 2.17 Consult with the Crees when preparing Legislation to implement amendments to the Agreement.
- 30.9 Provisions of Chapter 30 may not be amended without the written agreement of the Nunavik Inuit.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A copy of any amendments to the Agreement, including any instrument giving effect to an amendment, will be deposited at the appropriate address as determined by the parties.
2. If a proposed amendment involves any provisions of Chapter 30, then the written agreement of the Nunavik Inuit must be obtained (section 30.9).
3. If a proposed amendment involves any provisions concerning Nunavut, then the written agreement of the Nunavut Government must be obtained.

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CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 4****PROJECT:** Giving notice of a transfer of powers vested in a Minister**RESPONSIBILITY:** Governor in Council (Canada); Government of Nunavut (GN); Minister whose power is transferred to other Minister (Transferring Minister); Implementation Committee (Committee)**PARTICIPANTS/LIAISON:** Grand Council of the Crees – Eeyou Istchee; Department of Indian Affairs and Northern Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Transfer power vested in a Minister of Canada to another Minister of Canada, or transfer power vested in a Minister of Nunavut to another Minister of Nunavut	Canada or GN as the case may be	As required
2	Notify the Crees of a transfer of any power vested in a Minister	Transferring Minister	As soon as possible after Activity 1
3	Review the Implementation Plan and, if required, make changes to the Plan in accordance with the proposed transfer	Committee	Following Activity 1

OBLIGATIONS ADDRESSED:

2.19 Any power vested in a Minister of Canada or in a Minister of the Executive Council of Nunavut, pursuant to the provisions of this Agreement, may be transferred to another Minister of Canada, or to another Minister of the Executive Council of Nunavut, respectively. The GCC(EI) shall be given notice in regard to such transfer.

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RELATED CLAUSES:

2.20 Nothing shall restrict the authority of Canada to devolve or transfer powers or jurisdiction if Cree rights not affected.

2.21 Designating a person or body to exercise a function of Government where not identified in the Agreement.

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CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 5**

PROJECT: Devolve or transfer powers or jurisdiction by the Government of Canada to another government or to the GCC(EI) or a GDO

RESPONSIBILITY: Governor in Council (Canada); Grand Council of the Crees – Eeyou Istchee (Crees); Implementation Committee (Committee)

PARTICIPANTS/LIAISON: Other recipient government (Other Government); GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Devolve or transfer powers or jurisdiction to another government, or to the GCC(EI) or to GDO	Canada	At discretion
2	Ensure that devolution or transfer does not abrogate or derogate from Cree rights and fiduciary relationship not affected	Canada, Crees	Following Activity 1
3	Review the Implementation Plan and, if required, make changes to the Plan in accordance with the proposed devolution or transfer	Committee	Following Activity 1

OBLIGATIONS ADDRESSED:

2.20 Nothing in this Agreement shall restrict the authority of Canada to devolve or transfer powers or jurisdiction to another government, or to the GCC(EI) or a GDO, provided that the devolution or transfer shall not abrogate or derogate from any rights of the Crees in this Agreement. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and the Crees.

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RELATED CLAUSES:

- | | |
|-----------|---|
| Chapter 1 | Definition of “Government” |
| 2.19 | Any power vested in a Minister of Canada or in a Minister of the Executive Council of Nunavut may be transferred. |
| 2.21 | Designating a person or body to exercise a function of Government where not identified in the Agreement. |

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In principle, under the Agreement, Canada does not require prior written consent of the other Party when devolving or transferring powers or jurisdiction to another government, or to the GCC(EI) or a GDO as long as the devolution or transfer does not abrogate or derogate from any rights of the Crees in the Agreement.
2. This section shall not be interpreted as affecting the fiduciary relationship between the Crown and the Crees.

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CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 6**

PROJECT: **Designation of a person or body to exercise a function of Government**

RESPONSIBILITY: Governor in Council (Canada); Executive Council of the government of Nunavut (GN); Implementation Committee (Committee)

PARTICIPANTS/LIAISON: Grand Council of the Crees – Eeyou Istchee; Department of Indian Affairs and Northern Development

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether a person or body responsible for exercising a function of Government shall be designated in accordance with section 2.21	Canada or GN as the case may be	As required where the Agreement does not identify a particular person or body responsible for exercising a function of Government
2	Designate a person or body to exercise a function on behalf of Government or authorize a Minister to make such a designation	Canada or GN as the case may be	At discretion
3	Notify the Crees of any designation of a person or body to exercise a function of Government	Canada or GN as the case may be	As soon as possible after designation of a person or body
4	Review the Implementation Plan and, if required, make changes to the Plan in accordance with the proposed designation	Committee	Following Activity 2

OBLIGATIONS ADDRESSED:

2.21 Without diminishing or otherwise altering the responsibilities of Canada under this Agreement, where this Agreement does not identify a particular person or body responsible for exercising a function of Government, the Governor in Council, in the case of Canada, and the Executive Council, in the case of Nunavut, may designate a person or body to exercise that

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function on its behalf or authorize a Minister to make such a designation. The GCC(EI) shall be given notice of such designation.

RELATED CLAUSES:

2.19 Any power vested in a Minister of Canada or in a Minister of the Executive Council of Nunavut may be transferred.

2.20 Nothing shall restrict the authority of Canada to devolve/transfer powers or jurisdiction if Cree rights not affected.

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CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 7**

PROJECT: Cree translation of all Government signs and postings in the EMR

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Service (CWS); Canada – Parks Canada Agency (PCA); Government of Nunavut – Department of Environment (GN – DOE)

PARTICIPANTS/LIAISON: Grand Council of the Crees – Eeyou Istchee

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Ensure that all Government signs and postings in the EMR are in the Cree language	DFO, CWS, PCA, GN – DOE	Ongoing

OBLIGATIONS ADDRESSED:

2.47 All signs and postings from Government in the EMR shall be in the Cree language. The Cree language shall be at least as prominently displayed as any other language used in such signs and postings.

RELATED CLAUSES:

6.8.1 Appropriate recognition of Cree history and presence as part of establishment and operation of Protected Area or Marine Protected Area

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Government is responsible for the costs of translating into Cree language Government signs and postings in the EMR.

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CHAPTER 2 – GENERAL PROVISIONS**SHEET # 2 - 8****PROJECT:** Periodic Review of Agreement**RESPONSIBILITY:** Grand Council of the Crees – Eeyou Istchee (Crees);
Canada – Department of Indian Affairs and Northern
Development (DIAND);**PARTICIPANTS/LIAISON:** Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the other Party of the wish to discuss a matter contemplated by section 2.50 of the Agreement and provide a copy of the notice to the government of Nunavut	Crees or DIAND	At least sixty (60) days before the tenth (10 th) anniversary of the Effective Date of the Agreement and every tenth (10 th) anniversary thereafter
2	Meet and discuss the relevant matters as contemplated under section 2.48 of the Agreement and as per the notice under Activity 1	Crees and DIAND	As per the notice under Activity 1, to be completed within six (6) months unless otherwise agreed
3	Provide response to the other Party on any matter discussed under Activity 2	Crees and DIAND	Within sixty (60) days of the end of the discussion under Activity 2

OBLIGATIONS ADDRESSED:

2.48 The Parties recognize and acknowledge that this Agreement provides a foundation for an ongoing relationship between the Parties in regard to the EMR and commit to conducting a periodic review of this Agreement in accordance with sections 2.47 to 2.54.

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- 2.49 At least sixty (60) days before the tenth (10th) anniversary of the Effective Date of this Agreement and every tenth (10th) anniversary thereafter, a Party may provide the other Party with notice if it wishes to discuss a matter contemplated by section 2.48. The Parties shall provide a copy of such notice to the government of Nunavut.
- 2.51 Unless the Parties agree otherwise, the periodic review discussions will not exceed six (6) months, and within sixty (60) days of the end of that discussion, each Party will provide the other Party with its response on any matter discussed during that period.

RELATED CLAUSES:

- 2.50 Purpose of the periodic review
- 2.52 Periodic review and discussions and information without prejudice
- 2.53 Periodic review process not subject to the Dispute Resolution Processes
- 2.54 Parties not required to agree to amend the Agreement.
- 2.56 Each Party to be responsible for own costs

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Canada will involve the Nunavut government in all relevant matters.

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CHAPTER 5 – CREE LANDS

SHEET # 5 - 1

PROJECT: Disposition of interests in Cree Lands

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Canada; Government of Nunavut – Registrar (Registrar)

PARTICIPANTS/LIAISON: Nunavik Inuit

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request to convey, transfer or dispose of Cree Lands	GDO or Canada	At discretion
2	Make decision to consider request under Activity 1	GDO	As soon as possible after Activity 1
3	Determine if lands proposed for disposition fall within the EMR Joint Zone as set out in Schedule 5-2 of the Agreement	GDO	After deciding to consider request under Activity 2
4	If determination in Activity 3 is positive, the GDO shall abide by the provisions of Section 5.7 of the Cree/Inuit Offshore Overlap Agreement	GDO	Upon determination that the proposed disposition falls within the Joint Zone of the EMR
5	Make a decision to convey, transfer or dispose of Cree Lands to another GDO or to Canada	GDO	After completing Activity 2, and Activity 4 if required and upon reaching agreement with the other GDO or Canada
6	Disposal of Cree Lands to another GDO or to Canada	GDO	After Activity 5
7	Prepare survey or descriptive plan as required of Cree Lands to be disposed of by the GDO	GDO	After Activity 6
8	Submit survey or descriptive plan to Registrar	GDO	After completion of Activity 7
9	Record such parcel or area of Cree Lands disposed of by the GDO	Registrar	Upon receiving material as per Activity 8

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
10	Issue certificate of title to the lands disposed of by the GDO	Registrar	As soon as practicable after Activity 9

OBLIGATIONS ADDRESSED:

- 5.4.1 Cree Lands shall not be conveyed, transferred or otherwise disposed of by the GDO except to another GDO or to Canada.
- 5.4.5 In addition to the provisions of section 5.4, any disposition of Lands identified in Schedule 5-2 (Joint Zone) is subject to section 5.7 of the Cree/Inuit Offshore Overlap Agreement.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree Lands”
- Chapter 1 Definition of “Cree/Inuit Offshore Overlap Agreement” or “Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit”
- Chapter 1 Definition of “Grand Council of the Crees (Eeyou Istchee) Designated Organization” or “GDO”
- 5.1 Definitions related to Cree Lands
- 5.2 Description of Cree Lands
- 5.3 Nature of title to Cree Lands
- 5.4.3 Cree Lands may not be acquired by prescription, adverse possession or limitation of action
- 5.4.4 Cree title in Cree Lands is not subject to mortgage, attachment, charge, seizure, distress, execution or sale
- Schedule 5-1 EMR Cree Zone
- Schedule 5-2 EMR Joint Zone

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Schedule 5-3 Form of Certificate of Title

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Nothing prevents the GDO from granting for less than seventy-five (75) years a lease, licence or any other interest less than fee simple (5.4.2). The process to be followed is set out in subsection 5.7.6 and in Activity Sheet # 5-4.

2. If the GDO decides to give full authority to another GDO over Cree Lands requiring only a change of title from one GDO to another GDO (5.7.7) then the process to be followed is set out in Activity Sheet # 5-5.

3. In relation to Activity 8 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0

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CHAPTER 5 – CREE LANDS

SHEET # 5 - 2

PROJECT: Vesting of title to Cree Lands

RESPONSIBILITY: Canada; Canada – Department of Indian Affairs and Northern Development - Nunavut Regional Office (DIAND - NRO); Government of Nunavut – Registrar (Registrar)

PARTICIPANTS/LIAISON: GCC(EI) Designated Organization (Cree Regional Authority)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Vest title to Cree Lands in the GDO (Cree Regional Authority) as per section 5.5 of the Agreement	Canada	On the Effective Date of the Agreement
2	Deliver to the Registrar an original signed copy of the Agreement along with notification (as per attached template) that title to Cree Lands has been duly vested	DIAND – NRO	On the Effective Date of the Agreement
3	Treat the notification as if it were letters patent in favour of the GDO	Registrar	Upon receipt of the documents described in Activity 2
4	Record the vesting of title	Registrar	After Activity 3
5	Issue Certificate of title in the form set out in Schedule 5-3 of the Agreement for Cree Lands identified in Schedule 5-1 and for Cree Lands jointly owned with the Nunavik Inuit identified in Schedule 5-2	Registrar	As soon as practicable after Activity 4

OBLIGATIONS ADDRESSED:

5.5.1 On the Effective Date of this Agreement, title to Cree Lands excluding Lands referred to in Schedule 5-2 shall vest in the GDO. The Lands identified in Schedule 5-2 shall vest in the MDO and the GDO.

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- 5.5.2 On the Effective Date of this Agreement, Government shall deliver to the Registrar an original signed copy of this Agreement and notification that title to Cree Lands has been vested in accordance with subsection 5.5.1.
- 5.5.3 At the delivery of a copy of this Agreement and notification to the Registrar pursuant to subsection 5.5.2, the Registrar shall treat the notification as if it were letters patent in favour of the GDO or jointly with the MDO, as the case may be, even if there is no plan of survey.
- 5.5.4 After the delivery of a copy of this Agreement in accordance with subsection 5.5.2, upon receipt of the notification pursuant to that section, the Registrar shall, in the ordinary course of operations, and without charge, record the vesting of title in accordance with subsection 5.5.1 and shall issue certificates of title in the form set out in Schedule 5-3 to this Chapter.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree Lands”
- Chapter 1 Definition of “Grand Council of the Crees (Eeyou Istchee) Designated Organization” or “GDO”
- Chapter 1 Definition of “Makivik Designated Organization(s) or “MDO(s)”
- 5.1 Definitions related to Cree Lands
- 5.2 Description of Cree Lands
- 5.3 Nature of title to Cree Lands
- 5.6 Indemnification of Registrar in relation to vesting of title
- Schedule 5-1 Eeyou Marine Region (EMR) Cree Zone
- Schedule 5-2 Eeyou Marine Region (EMR) Joint Zone
- Schedule 5-3 Form of Certificate of Title

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Recording of the vesting of title and issuing certificates of title is to be done by the Registrar in the ordinary course of operations and without charge to the GDO (5.5.4).
2. Cree Title is deemed to be held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing or affecting any rights recognized and affirmed by section 35 of the *Constitution Act*, 1982 of the Crees in the EMR, and the Nunavik Inuit in the Cree/Inuit Overlap Area (5.3.3)
3. In relation to Activity 2, the Federal negotiating team will provide an original signed copy of the Agreement as soon as possible after the signing of the Agreement to the following office:

Director
Indian and Northern Affairs
Operations Directorate
969 Qimugjuk Building
2nd Floor
P.O. Box 2000
Iqaluit, NU X0A 0H0
4. In relation to Activity 2, the notification shall be prepared by the office referred to above and by using the notification template attached to this Activity Sheet.
5. In relation to Activity 2 above, the specified documents shall be sent to the following address in the government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0
6. A certificate of title (certificate No. 53746) for lands jointly owned by the Crees and the Nunavik Inuit identified in Schedule 5-2 was issued by the Registrar on the effective date of the Nunavik Inuit Land Claims Agreement. A separate and distinct certificate of title, vesting the Cree Regional Authority with the land identified in Schedule 5-2, will be issued for the same lands based on the provisions of Chapter 5 of the Agreement.

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**DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
NOTIFICATION
(Eeyou Marine Region Land Claims Agreement)**

To the registrar,

Nunavut Land Registration District

Take notice that the Cree Regional Authority, (the GDO), is the vested owner of an estate in fee simple, including the mines and minerals that may be found to exist within, upon or under such lands, together with the right to work the same, as set out and described in Chapter 5 of the Eeyou Marine Region Land Claims Agreement (the Agreement), an original signed copy of which Agreement was delivered to the Nunavut Land Titles Office on the _____, in the following Eeyou Marine Region (EMR) lands:

EEYOU MARINE REGION (EMR) CREE ZONE

As per the Agreement, the Cree/Inuit Offshore Overlap Agreement, appended as Schedule 30-1, and the Nunavut Settlement Area (NSA) as defined in the Nunavut Land Claims Agreement, the EMR Cree Zone, as illustrated in Schedule 5-1A, includes all the Marine Areas, islands, Lands and Water and Seawater within the following boundary:

1. Commencing at the Ontario-Québec boundary, as defined in *An Act respecting the north-western, northern and north-eastern boundaries of the province of Québec*, Can. 61, Vict. c. 3, near Chiyask Bay at approximate 51°27'40" N latitude and approximate 79°31'05" W longitude;
2. thence northwesterly following the geodesic line to the intersection of 51°47'00" N latitude and 80°00'00" W longitude, southwest of Charlton Island;
3. thence northwesterly following the geodesic line to the intersection of 52°45'00" N latitude and 80°30'00" W longitude, east of Akimiski Island;
4. thence northwesterly following the geodesic line to a point at the intersection of 54°30' N latitude and 81°20' W longitude, northwest of Bear Island, being a point coincident with point 4 described in Schedule 1, Geographic Coordinates of the Cree/Inuit Offshore Overlapping Interests Area, of the Cree/Inuit Offshore Overlap Agreement appended as Schedule 30-1;
5. thence northeasterly following the geodesic line to a point at the intersection of 55°00' N latitude and 81°00' W longitude, east of Cape Henrietta Maria, Ontario, being a point coincident with the NSA as defined in the Nunavut Land Claims

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Agreement, for greater certainty being also point 5 of Schedule 1 of the Cree/Inuit Offshore Overlap Agreement appended as Schedule 30-1;

6. thence east, coincident with the NSA, following 55°00' N latitude to a point at the intersection with 80°00' W longitude, northwest of Long Island, being point 3 of Schedule 2 of the Cree/Inuit Offshore Overlap Agreement appended as Schedule 30-1;
7. thence south along 80°00' W longitude to the intersection of 54°46' N latitude, southwest of Long Island, being point 2 of Schedule 2 of the Cree/Inuit Offshore Overlap Agreement appended as Schedule 30-1;
8. thence southeasterly, as illustrated on Schedule 2b of the Cree/Inuit Offshore Overlap Agreement appended as Schedule 30-1, following the geodesic line to a point on the boundary of Québec at the northwestern tip of Cape Jones (locally known as Aahaashaakaach Akuminaan Aanaayaach / Tikiraujaaraaluk) northeast of Pointe Louis XIV at approximate 54°38'55" N latitude and approximate 79°45'00" W longitude; being point 1 of Schedule 2 of the Cree/Inuit Offshore Overlap Agreement;

thence generally southerly following the boundary of Québec to the point of commencement.

Subject to Chapter 5 and in accordance with Schedule 30-1, all EMR Cree Zone Lands, are Cree Lands, less the following:

- A. Grass Island (locally known as Aamishkushiiunikaach) of which the centre is located at approximately 53°47'50" N latitude and 79°06'40" W longitude; and
- B. the Lands bounded within the following coordinates:
 1. 53°50'06" N Latitude and 79°07'59" W Longitude;
 2. 53°50'13" N Latitude and 79°04'11" W Longitude;
 3. 53°49'46" N Latitude and 79°04'27" W Longitude;
 4. 53°49'40" N Latitude and 79°05'00" W Longitude;
 5. 53°49'25" N Latitude and 79°05'35" W Longitude;
 6. 53°49'31" N Latitude and 79°07'20" W Longitude;
 7. 53°49'49" N Latitude and 79°08'00" W Longitude;

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For greater certainty, included within the bounded area are the following named islands:

- Governor Island: the centre of which is located at approximately 53°49'45" N latitude and 79°06'00" W longitude (locally known as Uchimaaminishtikw);
- Sam Island: the centre of which is located at approximately 53°50'00" N Latitude and 79°06'00" W Longitude; and
- Seal Islands: the centre of which is located at approximately 53°49'45" N latitude and 79°07'30" W longitude (locally known as Aahchikuminishtikw).
- C. Bear Island, of which the centre is located at approximately 54°30' N latitude and 81°06' W longitude;
- D. Grey Goose Island, of which the centre is located at approximately 53°54'00" N latitude and 79°53'24" W longitude;
- E. North Twin Island, of which the centre is located at approximately 53°18'36" N latitude and 80°00'00" W longitude;
- F. South Twin Island Crown parcel, subject to survey and as illustrated on Schedule 5-1B, is approximated by the following:
1. Commencing at the Ordinary High Water Mark at approximate 53°07'23" N latitude and 79°49'31" W longitude;
 2. thence southwesterly, to a height of land, at approximate 53°07'03" N latitude and 79°51'09" W longitude;
 3. thence southwesterly, to a height of land, at approximate 53°06'52" N latitude and 79°52'01" W longitude;
 4. thence northwesterly to the Ordinary High Water Mark at approximate 53°08'26" N latitude and 79°54'17" W longitude;
 5. thence, generally northerly and southerly following the Ordinary High Water Mark to the point of commencement.
- G. Portion of Charlton Island per certificate of Title 20622, Lot 3, Plan 35, Nunavut Land Titles Office; and
- H. Portion of Charlton Island per certificate of Title 20623, Lot 9, Plan 35, Nunavut Land Titles Office.

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NOTES:

Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the Parties, and shall prevail. When the maps attached conflict with the geographic coordinates or topographic descriptions, the geographic coordinates or topographic descriptions reflect the intent of the Parties and shall prevail. All coordinates are in reference to North American Datum 1927 (NAD 27), except for coordinates in F above and those illustrated on Schedule 5-1B that are in reference to NAD 83.

And pursuant to sub-section 5.5.4 of the Agreement you are requested to issue a certificate of title to the said GDO, subject to any qualifications in the Agreement, as if this notification was letters patent in favour of the GDO.

SIGNED and SEALED by the Director, Operations,
Nunavut Region, as Iqaluit, in the NUNAVUT,
this _____ day of _____, 200__

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CHAPTER 5 – CREE LANDS**SHEET # 5 - 3****PROJECT:** Survey of boundaries of Cree Lands**RESPONSIBILITY:** Canada; Government of Nunavut (GN); GCC(EI) Designated Organization (GDO); Makivik Designated Organization (MDO); Government of Nunavut – Registrar (Registrar)**PARTICIPANTS/LIAISON:** Canada – Department of Indian Affairs and Northern Development – Implementation Management Directorate; Surveyor General

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to survey the boundaries or part of the boundaries of Cree Lands	Canada and/or GN	After Effective Date of the Agreement and at discretion
2	Survey boundaries of Cree Lands abutting third party interests as listed in Schedule 5-4 and on South Twin Island	Canada and/or GN	Within two (2) years of the Effective Date of the Agreement
3	Undertake survey in accordance with the instructions of the Surveyor General and the <i>Canada Lands Surveys Act</i>	Canada and/or GN	After decision is made to undertake a survey as per Activity 1, and as per Activity 2
4	Sign the plan of survey	GDO, MDO (if required), and Canada and/or GN	Upon the completion of Activity 3
5	Deliver plan of survey to the Registrar	Canada and/or GN	Upon the completion of Activity 4
6	Record the property description of the boundary or that part of Cree Lands, replacing any previous property description	Registrar	Upon submission of the plan of survey to the Registrar

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OBLIGATIONS ADDRESSED:

- 5.7.1 Boundaries or part of the boundaries of Cree Lands may for any purpose be surveyed at Government’s discretion. The boundaries of Cree Lands abutting third party interests as listed in Schedule 5-4 and on South Twin Island shall be surveyed by Government within two (2) years of the Effective Date of this Agreement..
- 5.7.2 Government shall be responsible for the cost of each legal survey that is conducted pursuant to subsection 5.7.1 provided that this provision shall not prevent Government from levying charges in respect of such surveys on any third party which is not a MDO whose Lands abut Cree Lands.
- 5.7.3 Each boundary survey conducted pursuant to subsection 5.7.1 shall be conducted in accordance with the instructions of the Surveyor General pursuant to the *Canada Lands Surveys Act*, R.S. 1985, c. L 6, as if the Lands were still Canada Lands.
- 5.7.4 Where a legal survey is completed for any boundary or any part of a boundary of Cree Lands, the plan of survey, when signed by the GDO, the MDO, if applicable, and Government and delivered to the Registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, effective as of the Effective Date of this Agreement.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree Lands”
- Chapter 1 Definition of “Grand Council of the Crees (Eeyou Istchee) Designated Organisation” or “GDO”
- Chapter 1 Definition of “Government”
- Chapter 1 Definition of “Makivik Designated Organization(s) or “MDO(s)”
- 5.1 Definitions related to Cree Lands
- 5.2 Description of Cree Lands
- 5.3 Nature of title to Cree Lands

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- 5.7.8 Natural boundary of Cree Lands found to be unclear
- 5.7.9 Natural boundaries of Cree Lands along tidal waters located at high water mark
- 5.7.10 Natural boundaries of Cree Lands move with natural processes of erosion and accretion

FUNDING:

- 1. Government shall be responsible for the cost of each legal survey that is conducted pursuant to section 5.7.1 (5.7.2).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. “Surveyor General” means the Surveyor General of Canada Lands appointed in the manner authorized by Law or a Person authorized by the Minister of Natural Resources Canada to carry out any or all of the duties of the Suveyor General. (5.1.1 – Definitions)
- 2. The fact that Government is responsible for the cost of legal surveys does not prevent Government from levying charges in respect of such surveys on any third party which is not a MDO whose Lands abut Cree Lands. (5.7.2)
- 3. In relation to Activity 5 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0

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CHAPTER 5 – CREE LANDS

SHEET # 5 - 4

PROJECT: Parceling out of one or more areas of Cree Lands

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Government of Nunavut – Registrar (Registrar)

PARTICIPANTS/LIAISON: Party being granted interest in parcel of Cree Lands (if applicable)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to parcel out one or more areas of Cree Lands	GDO	After Effective Date of the Agreement at discretion or when granting a lease, licence or any other interest less than fee simple (5.4.2)
2	Prepare survey, descriptive plan or similar process for such parcel or area of Cree Lands	GDO	After decision made in Activity 1
3	Submit survey or descriptive plan to Registrar	GDO	After completion of Activity 2
4	Record such parcel or area of Cree Lands	Registrar	Upon receiving material as per Activity 3
5	Issue separate certificate of title to the GDO in the form set out in Schedule 5-3	Registrar	As soon as practicable after Activity 4
6	Record any interest granted by the GDO in relation to such parcel or area of Cree Lands	Registrar	Upon notification by the GDO that such an interest has been granted by the GDO

OBLIGATIONS ADDRESSED:

5.7.6 The GDO may parcel out one (1) or more areas of Cree Lands by way of a survey, descriptive plan or similar process. The Registrar shall, in the ordinary course of operations and without charge, record such parcel or area of Cree Lands and issue therefore a separate certificate of title to the

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GDO in the form set out in Schedule 5-3 to this Chapter, and shall thereafter record without charge any interest granted therein by the GDO.

RELATED CLAUSES:

Chapter 1	Definition of “Cree Lands”
5.1	Definitions related to Cree Lands
5.4.2	Sub-section 5.4.1 shall not be construed as preventing the grant by the GDO, for a term of seventy-five (75) year duration or less, of leases, licences or any other interest less than fee simple title in or over Cree Lands or any portion or parcel thereof
Schedule 5-3	Form of Certificate of Title

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any grant by the GDO of leases, licences or any other interest less than fee simple title in or over Cree Lands or any portion or parcel of Cree Lands under Activity 1 must be for a term of 75-year duration or less. (5.4.2)
2. Government not responsible for the costs of surveys associated with the leasing or subdivision of Cree Lands. (5.7.5)
3. Recording of the parcels or areas of Cree Lands and issuing separate certificates of title to the GDO is to be done by the Registrar in the ordinary course of operations and without charge to the GDO. (5.7.6)
4. In relation to Activity 2 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0

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CHAPTER 5 – CREE LANDS**SHEET # 5 - 5**

PROJECT: Change of title to Cree Lands from one GDO to another GDO

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Government of Nunavut – Registrar (Registrar)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Grant of title to Cree Lands from one GDO to another GDO	GDO	At discretion after Effective Date
2	Provide notice to the Registrar that another GDO has full authority in respect of those lands referred to in Activity 1	GDO	After making the decision in Activity 1
3	Record the change in title	Registrar	After receiving notice in Activity 2
4	Issue new certificate of title in the name of the other GDO in the form set out in Schedule 5-3.	Registrar	Within thirty (30) days of receipt of the notification as per Activity 2

OBLIGATIONS ADDRESSED:

5.7.7 A notice to the Registrar from a GDO in which title to Cree Lands is vested that another GDO has full authority in respect of those Lands shall be dealt with in all respects as if it were a grant of title from the former GDO to the other GDO, and the Registrar shall, within thirty (30) days and without charge, issue a new certificate of title in the name of the other GDO in the form set out in Schedule 5-3 to this Chapter.

RELATED CLAUSES:

Chapter 1 Definition of “Cree Lands”

Chapter 1 Definition of “Grand Council of the Crees (Eeyou Istchee) Designated Organisation” or “GDO”

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- 5.1 Definitions related to Cree Lands
- 5.2 Description of Cree Lands
- 5.3 Nature of title to Cree Lands
- Schedule 5-3 Form of Certificate of Title

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Recording of the change in title and issuing the new certificate of title in the name of the other GDO is to be done by the Registrar in the ordinary course of operations and without charge to the GDO (5.7.7).
2. In relation to Activity 2 above, the required notification should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0

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CHAPTER 5 – CREE LANDS**SHEET # 5 - 6****PROJECT:** **Clean-up of Contaminated Sites on Cree Lands****RESPONSIBILITY:** Canada – Department of Indian Affairs and Northern Development – Northern Affairs Organization (DIAND – NAO)**PARTICIPANTS/LIAISON:** Canada – Department of Indian Affairs and Northern Development - Implementation Management Directorate; Grand Council of the Crees – Eeyou Istchee

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to undertake program to clean-up Contaminated Sites on Crown Lands in the EMR	DIAND – NAO	After Effective Date of the Agreement at discretion
2	Notify the GDO of decision to undertake clean-up of Contaminated Sites on Crown Lands in the EMR	DIAND – NAO	After decision to undertake a clean-up program
3	Review Schedule 5-5 and determine if any Contaminated Sites on Cree Lands should be part of the clean-up program	DIAND – NAO	After Activity 2
4	If Contaminated Sites on Cree Lands should be part of the clean-up program, consult GDO on schedule and procedure for clean-up of sites on Cree Lands	DIAND – NAO	After Activity 3
5	Clean-up Contaminated Sites on Cree Lands in the EMR as identified in Schedule 5-5	DIAND – NAO	As Part of clean-up program

OBLIGATIONS ADDRESSED:

5.8.1 Where Government undertakes any program respecting the clean-up of Contaminated Sites on Crown Lands in the EMR, the program shall apply to such sites on Cree Lands that are listed in Schedule 5-5 of this Chapter as if the Lands were Crown Lands. Canada shall notify the GDO of any such program.

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RELATED CLAUSES:

Chapter 1	Definition of “Cree Lands”
5.1	Definitions related to Cree Lands
5.2	Description of Cree Lands
5.8.2	Amend list of Contaminated Sites at Schedule 5-5 by the Parties
5.8.3	Amend list of Contaminated Sites at Schedule 5-5 in accordance with dispute resolution process
5.8.5	No compensation for damages which may be caused by clean-up
5.8.6	Government not liable for damages from Contaminated Sites
Schedule 5-5	Contaminated Sites on Cree Lands
8.9.1	Identify and prioritize requirement to clean up waste sites in the EMR
Chapter 31	Dispute Resolution Process

FUNDING:

1. Government shall be responsible for the costs associated with any clean-up under section 5.8.1 on Cree Lands (5.8.4).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Government may recover from the Person responsible for the contamination any costs associated with the clean-up of Cree Lands under section 5.8.1 (5.8.4).
2. There shall be no compensation payable for damage which may be caused to Cree Lands as a result of the clean-up of Cree Lands under section 5.8.1 (5.8.5).

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CHAPTER 5 – CREE LANDS**SHEET # 5 - 7**

PROJECT:	Identification of Contaminated Sites on Cree Lands
RESPONSIBILITY:	Grand Council of the Crees – Eeyou Istchee (Crees); Canada
PARTICIPANTS/LIAISON:	Canada – Department of Indian Affairs and Northern Development – Northern Affairs Organization; Canada – Department of Indian Affairs and Northern Development – Implementation Management Directorate

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Identify Contaminated Sites on Cree Lands in the EMR, which are believed to have existed on the Effective Date of the Agreement but which were not included in Schedule 5-5	Crees or Canada	Whenever such sites might be identified
2	Notify the other party if a Contaminated Site is identified as per Activity 2	Crees or Canada	As soon as possible after Activity 2
3	Seek to reach agreement on whether a Contaminated Site on Cree Lands is considered to have been contaminated on the Effective Date of the Agreement	Crees, Canada	As soon as possible following notification under Activity 2
4	If unable to agree, submit the issue for resolution in accordance with Chapter 31	Crees, Canada	If there is failure to reach agreement under Activity 3
5	Amend Schedule 5-5 in accordance with agreement under Activity 3 or dispute resolution process under Activity 4	Crees, Canada	Following agreement of the parties as per Activity 3 or as determined from the resolution process under Activity 4

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OBLIGATIONS ADDRESSED:

5.8.2 After the Effective Date of this Agreement, the Parties may agree that a site not listed in Schedule 5-5 was a Contaminated Site on the Effective Date of this Agreement and, upon consent of the Parties, the list in Schedule 5-5 shall be considered to have been amended to include that site.

5.8.3 Any dispute as to whether a Contaminated Site existed on the Effective Date of this Agreement may be referred by a Party for resolution in accordance with Chapter 31. If a dispute goes to an arbitrator in accordance with Chapter 31 and if the arbitrator confirms that a site existed on the Effective Date of this Agreement, the list in Schedule 5-5 shall be considered to have been amended to include that site.

RELATED CLAUSES:

Chapter 1	Definition of “Cree Lands”
5.1	Definitions related to Cree Lands
5.2	Description of Cree Lands
5.8.1	Program respecting the clean-up of Contaminated Sites on Crown Lands in the EMR
Schedule 5-5	Contaminated Sites on Cree Lands
Chapter 31	Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. If any Contaminated Sites on Cree Lands are believed to have existed on the Effective Date of the Agreement and are included in Schedule 5-5 as a result of 5.8.2 or 5.8.3, they shall be included by Government as part of the program under 5.8.1 as described at Activity Sheet # 5–6.
2. In trying to reach agreement under Activity 3, the Parties may wish to consider using the mediation process set out in Chapter 31, Part A.

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CHAPTER 5 – CREE LANDS

SHEET # 5 - 8

PROJECT: Transfer cleaned-up sites to Crees as Cree Lands

RESPONSIBILITY: Grand Council of the Crees Designated Organization (GDO); Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut – Registrar (Registrar)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request the transfer of island or islands referred to in subsection 5.8.7 to Crees as Cree Lands	GDO	At the discretion, if and when sites are cleaned-up
2	Give fair consideration to the request and notify the Crees of decision	DIAND	As soon as possible after Activity 1
3	Select Cree Lands proposed to be exchanged	GDO	As soon as possible after Activity 2
4	Select jointly with Canada Cree Lands to be exchanged	GDO and DIAND	As soon as possible after Activity 3
5	Notify Registrar and send documents required to effectuate transfer of title to Crees and Canada	GDO and DIAND	As soon as practicle after Activity 4
6	Register new title and issue certificate of title to the Crees and Canada	Registrar	As soon as possible after Activity 5

OBLIGATIONS ADDRESSED:

5.8.7 If Government completes the clean up of Contaminated Sites on Bear Island or Grey Goose Island, the GDO may request that Canada designate such island or islands as Cree Lands, in exchange for a transfer by the GDO to Canada of Lands of equivalent size jointly selected by Canada and the GDO. The Lands so transferred by the GDO to Canada shall become Crown Lands. Canada shall give fair consideration to any such request by the GDO.

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RELATED CLAUSES:

Chapter 1	Definition of “Cree Lands”
5.1	Definitions related to Cree Lands
5.2	Description of Cree Lands
Schedule 5-1	Eeyou Marine Region (EMR) Cree Zone

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Recording of the title and issuing certificates of title is to be done by the Registrar in the ordinary course of operations and without charge to the Crees (5.5.4).
2. In relation to Activity 5 above, the specified documents should be sent to the following address in the Government of Nunavut:

Registrar - Land Titles
Dept. of Justice
Government of Nunavut
Nunavut Legal Registries
1st floor Brown Building
P.O. Box 1000 Station 570
Iqaluit, NU X0A 0H0

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 1**

PROJECT: Establishment of joint Cree/Government management advisory committee for Twin Islands Wildlife Sanctuary

RESPONSIBILITY: Grand Council of the Crees – Eeyou Istchee (GCC(EI)); GCC(EI) Designated Organization (GDO); Government of Nunavut – Department of the Environment (GN – DOE); Cree/Government management advisory committee (Committee)

PARTICIPANTS/LIAISON: Canada – Department of Indian Affairs and Northern Development; Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the other party of desire to establish a joint Cree/Government management advisory committee for the Twin Islands Wildlife Sanctuary	GCC(EI) or GN – DOE	At discretion, following the effective date of the EMR Agreement
2	Initiate discussions towards development of a joint management advisory committee in accordance with Sheet # 6-7	GCC(EI), GN-DOE	Following notification in Activity 1
3	Initiate discussions towards development of a management plan in accordance with Sheet # 6-8	GCC(EI), GN-DOE, Committee	Within five years of the effective date of the EMR Agreement
4	Request that Government negotiate a PAIBA in accordance with Sheet # 6-9	GDO	At discretion, pursuant to thirty days notice

OBLIGATIONS ADDRESSED:

6.1.2 Notwithstanding sub-section 6.1.1, Cree Lands located in the Twin Islands Wildlife Sanctuary may be included within a Protected Area. Upon the inclusion of such Cree Lands in a Protected Area, a joint Cree/Government management advisory committee for the Twin Islands Wildlife Sanctuary shall be established regardless of the conclusion of any Impact Benefits Agreement, and sub-sections 6.3.1 to 6.3.6 shall apply *mutatis mutandis*. At any time pursuant to a thirty (30) day notice, the

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GDO may request that Government negotiate, for the purpose of concluding an IBA pursuant to section 6.4 and the provisions of that section shall apply *mutatis mutandis*.

- 6.3.2 A joint Cree/Government management advisory committee (“Committee”) shall be established through an Impact and Benefit Agreement for a Protected Area when requested either by Government or a GDO.
- 6.3.3 If established, the Committee shall consist of an equal number of members appointed by the appropriate GDO and the appropriate Minister.
- 6.3.4 The committee may advise the Minister or the Minister's designate, the EMRWB, or other agencies, as it deems appropriate, on all matters related to Protected Areas management.
- 6.3.6 Each Committee shall prepare an annual operating budget to be forwarded to Government for consideration and approval. Government shall pay the approved annual operating expenses of the Committee.
- 6.4.1 No Protected Area shall be established until the obligations set out in subsection 6.4.2 and subsection 6.4.3 have been complied with.
- 6.4.2 Prior to the establishment of a Protected Area, Government and a GDO shall negotiate for the purpose of concluding an PAIBA. An PAIBA negotiated under this Chapter shall include any matter connected with the proposed Protected Area where that matter would have a detrimental impact on Crees, or could reasonably confer a benefit on Crees. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 6-1, as they may be applicable taking into account the nature and character of the proposed Protected Area, shall be considered appropriate for negotiation and inclusion within an PAIBA in relation to a Protected Area.
- 6.4.3 If the Government responsible for the establishment of the Protected Area and the GDO cannot agree on the terms of an PAIBA within one hundred eighty (180) days or such further period of time as Government and the GDO may agree, they shall select a conciliator who shall submit a report to the Government and the GDO for consideration. If the Government and the GDO cannot agree following conciliation, the conciliator, the Government and the GDO shall each submit a separate report to the Minister for his consideration and decision on the contents of the PAIBA.
- 6.4.6 Except where an PAIBA in good standing indicates otherwise, every PAIBA shall be re-negotiated at least every seven (7) years.

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- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

- Chapter 1 Definition of “Protected Area”
- Chapter 1 Definition of “Protected Area Impact and Benefit Agreement” or “PAIBA”
- 6.1.3 The remuneration and expenses incurred by a conciliator appointed under this Chapter shall be assumed by Canada.
- 6.3.1 GDO to be Consulted in the planning and management of Protected Areas
- 6.3.5 Committee makes recommendations on management plans for Protected Areas
- Schedule 6-1 Matters for Possible Inclusion in Protected Area Impact and Benefit Agreements

FUNDING:

1. The Government shall pay the approved annual operating expenses of the Committee if and when it is established.
2. Any funding for the management plan and any PAIBA will be negotiated during the negotiations pursuant to the Activities described above, unless the planning is overtaken by the establishment of a larger protected area (e.g. Paakumshumwaaau-Wemindji National Marine Conservation Area), in which case the latter will encompass these activities.
3. As the Twin Islands Wildlife Sanctuary is already an existing protected area, it is expected that funding for many of the activities which may be contemplated pursuant to a PAIBA will be in place, or can be anticipated to be funded through programs and policies already in place, or which may be in place from time to time.

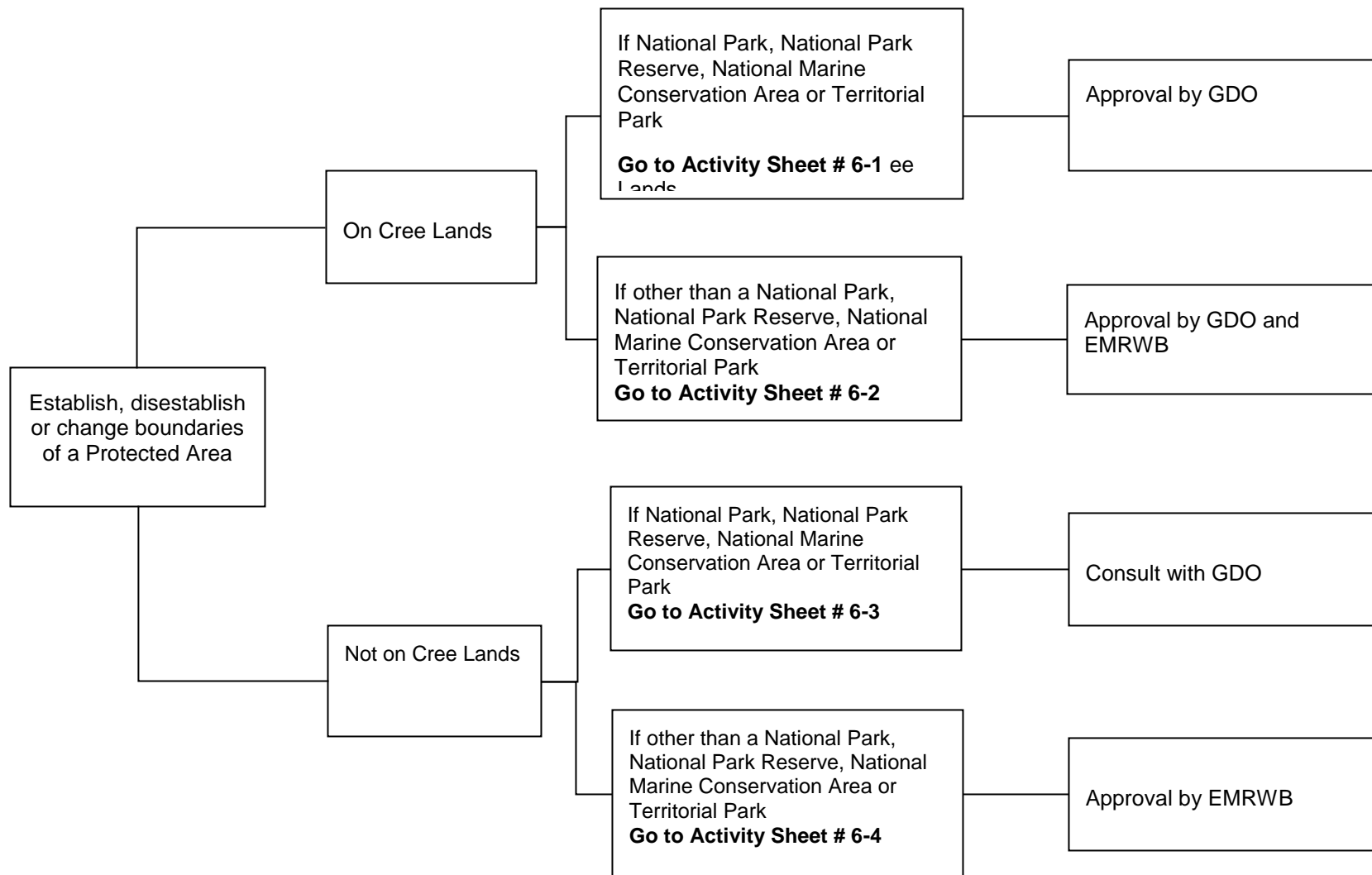
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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. If the proposed Paakumshumwaau-Wemindji protected area project results in the establishment of a National Marine Conservation Area (NMCA), encompassing the current Twin Islands Wildlife Sanctuary, then the planning and management activities in relation to the NMCA may replace those activities proposed here for the Twin Islands Wildlife Sanctuary.

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Establishment or change of boundaries of Protected Areas Approval or consultation required



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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 2**

PROJECT: **Approval of GDO on National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks on Cree Lands**

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Recommend to establish, disestablish or change the boundaries of the Protected Areas specified above	PCA, GN – DOE, GDO or EMRWB	At discretion after Effective Date of the Agreement
2	Respond to recommendation in Activity 1	PCA, GN – DOE, GDO or EMRWB	Within a reasonable period of time after making the recommendation
3	Develop the proposal to establish, disestablish or change boundaries of the Protected Area	PCA or GN – DOE	At discretion, or in response to recommendation under Activity 1
4	Present the proposal to the GDO, in writing, and seek approval of the GDO	PCA or GN – DOE	Within a reasonable period of time after developing the proposal and before passing Legislation
5	Consider proposal and grant approval, or provide reasons for not granting approval	GDO	Within a reasonable period of time after receiving a request for approval
6	Make decision on the proposal and notify the GDO of the decision	PCA or GN – DOE	After obtaining approval from the GDO
7	Proceed in accordance with the decision taken	PCA or GN – DOE	After making decision

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Ensure appropriate recognition of Cree history and presence (6.8.1)	PCA or GN – DOE	As appropriate in the process of completing Activities 1 to 7

OBLIGATIONS ADDRESSED:

6.2.5 The establishment, disestablishment or changing of the boundaries of Protected Areas on Cree Lands is subject to the approval of a GDO.

6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

Chapter 1 Definition of “National Marine Conservation Area”; “National Marine Conservation Area Reserve”, “National Park”, “Territorial Parks”

Chapter 1 Definition of “Protected Area”

6.1.1 No Protected Area or Marine Protected Area may include Cree Lands without the consent of the GDO

6.2.1 The establishment of Protected Areas and the amendment of boundaries of Protected Areas shall be in conformity with an applicable land use plan, if any

6.2.2 No land use plan shall apply within or amend the boundaries of Protected Areas once established

6.2.4 Approval of EMRWB required for establishment, disestablishment or changing of the boundaries of Protected Areas other than National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks

6.2.7 In case of emergency Government may establish, disestablish or change the boundaries of a Protected Area without Consulting a GDO

6.3 Planning and Management of Protected Areas

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6.4 Protected Area Impact and Benefit Agreements (PAIBAs)

13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Protected Areas except for National Parks, National Park Reserves, National Marine Conservation Areas and National Marine Conservation Area Reserves and Territorial Parks.

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Protected Areas are normally established after Protected Area Impact and Benefit Agreements have been negotiated between Government and a GDO (6.4.1).

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CHAPTER 6 – PROTECTED AREAS

SHEET # 6 - 3

PROJECT: **Approval of GDO and EMRWB on Protected Area other than National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks on Cree Lands**

RESPONSIBILITY: Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Recommend to establish, disestablish or change the boundaries of the Protected Area in the EMR and on Cree Lands	CWS, GN – DOE, GDO or EMRWB	At discretion after Effective Date of the Agreement
2	Respond to recommendation in Activity 1	CWS, GN – DOE, GDO or EMRWB	Within a reasonable period of time after making the recommendation
3	Develop the proposal to establish, disestablish or change boundaries of the Protected Area	CWS or GN – DOE	At discretion, or in response to recommendation under Activity 1
4	Present the proposal to the GDO and to the EMRWB, in writing, and seek approval of the GDO and the EMRWB	CWS or GN – DOE	Within a reasonable period of time after developing the proposal and before passing Legislation
5	Consider the proposal and grant approval, or provide reasons for not granting approval	GDO, EMRWB	Within a reasonable period of time after receiving a request for approval
6	Make decision on the proposal and notify the GDO and the EMRWB of the decision	CWS or GN – DOE	After obtaining approval from the GDO and the EMRWB

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Proceed in accordance with the decision taken	CWS or GN – DOE	After making decision
8	Ensure appropriate recognition of Cree history and presence (6.8.1)	CWS or GN – DOE	As appropriate in the process of completing Activities 1 to 7

OBLIGATIONS ADDRESSED:

- 6.2.4 Except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks, the establishment, disestablishment or changing of the boundaries of Protected Areas is subject to the approval of the EMRWB pursuant to paragraph 13.2.2 a).
- 6.2.5 The establishment, disestablishment or changing of the boundaries of Protected Areas on Cree Lands is subject to the approval of a GDO.
- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

- Chapter 1 Definition of “National Marine Conservation Area”; “National Marine Conservation Area Reserve”, “National Park”, “Territorial Parks”
- Chapter 1 Definition of “Protected Area”
- 6.1.1 No Protected Area or Marine Protected Area may include Cree Lands without consent of the GDO
- 6.2.1 The establishment of Protected Areas and the amendment of boundaries of Protected Areas shall be in conformity with an applicable land use plan, if any
- 6.2.2 No land use plan shall apply within or amend the boundaries of Protected Areas once established
- 6.2.6 Consult GDO prior to establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine

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Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside of Cree Lands

6.2.7 In case of emergency, Government may establish, disestablish or change the boundaries of a Protected Area without Consulting a GDO

6.3 Planning and Management of Protected Areas

6.4 Protected Area Impact and Benefit Agreements (PAIBAs)

13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Protected Areas except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Protected Areas are normally established after Protected Area Impact and Benefit Agreements have been negotiated between Government and a GDO (6.4.1).

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 4**

PROJECT: Consult GDO on National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside Cree Lands

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Recommend to establish, disestablish or change boundaries of the Protected Area in the EMR but not on Cree Lands	PCA, GN – DOE, GDO or EMRWB	At discretion after Effective Date
2	Respond to recommendation in Activity 1	PCA, GN – DOE, GDO or EMRWB	Within a reasonable period of time after making the recommendation
3	Develop the proposal to establish, disestablish or change boundaries of the Protected Area	PCA or GN – DOE	At discretion, or in response to a recommendation under Activity 1
4	Present the proposal to the GDO, in writing, in sufficient form and detail to allow the GDO to prepare its views on the matter and provide additional information if requested	PCA or GN – DOE	Within a reasonable period of time after developing the proposal and before passing Legislation
5	Consider the proposal and submit views on the matter	GDO	Within a reasonable period of time after receiving a request seeking views on the matter
6	Make a decision on the proposal, giving full and fair consideration on any views presented and notify the GDO of the decision including reasons for any advice that is rejected or varied	PCA or GN – DOE	After giving full and fair consideration to views received from the GDO

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Proceed in accordance with the decision taken	PCA or GN – DOE	After making decision
8	Ensure appropriate recognition of Cree history and presence (6.8.1)	PCA or GN – DOE	As appropriate in the process of completing Activities 1 to 7

OBLIGATIONS ADDRESSED:

- 6.2.6 The establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside of Cree Lands shall be done in Consultation with a GDO.
- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

- Chapter 1 Definition of “National Marine Conservation Area”; “National Marine Conservation Area Reserve”, “National Park”, “Territorial Parks”
- Chapter 1 Definition of “Protected Area”
- 6.1.1 No Protected Area or Marine Protected Area may include Cree Lands without consent of the GDO
- 6.2.1 The establishment of Protected Areas and the amendment of boundaries of Protected Areas shall be in conformity with an applicable land use plan, if any
- 6.2.2 No land use plan shall apply within or amend the boundaries of Protected Areas once established
- 6.2.4 Approval of EMRWB required for establishment, disestablishment or changing of the boundaries of Protected Areas other than National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks

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- 6.2.5 The establishment, disestablishment or changing of the boundaries of Protected Areas on Cree Lands is subject to the approval of a GDO
- 6.2.7 In case of emergency, Government may establish, disestablish or change the boundaries of a Protected Area without Consulting a GDO.
- 6.3 Planning and Management of Protected Areas
- 6.4 Protected Area Impact and Benefit Agreements (PAIBAs)
- 13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Protected Areas except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks.

FUNDING:

- 1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Protected Areas are normally established after Protected Area Impact and Benefit Agreements have been negotiated between Government and a GDO (6.4.1).

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 5**

PROJECT: Approval by EMRWB for Protected Area other than National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside Cree Lands

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Recommend to establish, disestablish or change the boundaries of the Protected Area in the EMR but not on Cree Lands	PCA, CWS, GN – DOE, GDO or EMRWB	At discretion after Effective Date of the Agreement
2	Respond to recommendation in Activity 1	PCA, CWS, GN – DOE, GDO or EMRWB	Within a reasonable period of time after making the recommendation
3	Develop the proposal to establish, disestablish or change boundaries of the Protected Area	PCA or CWS or GN – DOE	At discretion, or in response to recommendation under Activity 1
4	Present the proposal to the EMRWB, in writing, and seek approval of the EMRWB	PCA or CWS or GN – DOE	Within a reasonable period of time after developing the proposal and before passing Legislation
5	Consider proposal and grant approval, or provide reasons for not granting approval	EMRWB	Within a reasonable period of time after receiving a request for approval
6	Make decision on the proposal and notify the EMRWB of the decision	PCA or CWS or GN - DOE	After obtaining approval from the EMRWB

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Proceed in accordance with the decision taken	PCA or CWS or GN – DOE	After making decision
8	Ensure appropriate recognition of Cree history and presence (6.8.1)	PCA or CWS or GN – DOE	As appropriate in the process of completing Activities 1 to 7

OBLIGATIONS ADDRESSED:

6.2.4 Except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks, the establishment, disestablishment or changing of the boundaries of Protected Areas is subject to the approval of the EMRWB pursuant to paragraph 13.2.2 a).

6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

Chapter 1 Definition of “National Marine Conservation Area”; “National Marine Conservation Area Reserve”, “National Park”, “Territorial Parks”

Chapter 1 Definition of “Protected Area”

6.1.1 No Protected Area or Marine Protected Area may include Cree Lands without the consent of the GDO

6.2.1 The establishment of Protected Areas and the amendment of boundaries of Protected Areas shall be in conformity with an applicable land use plan, if any

6.2.2 No land use plan shall apply within or amend the boundaries of Protected Areas once established

6.2.5 The establishment, disestablishment or changing of the boundaries of Protected Areas on Cree Lands is subject to the approval of a GDO.

6.2.6 Consult GDO prior to establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine

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Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside of Cree Lands

6.2.7 In case of emergency, Government may establish, disestablish or change the boundaries of a Protected Area without Consulting a GDO

6.3 Planning and Management of Protected Areas

6.4 Protected Area Impact and Benefit Agreements (PAIBAs)

13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Protected Areas except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Protected Areas are normally established after Protected Area Impact and Benefit Agreements have been negotiated between Government and a GDO (6.4.1).

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CHAPTER 6 – PROTECTED AREAS

SHEET # 6 - 6

PROJECT: Establishment, disestablishment or changing of the boundaries of a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or a Territorial Park outside of Cree Lands, in the case of emergency

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Government of Nunavut – Department of Environment (GN – DOE)

PARTICIPANTS/LIAISON: GCC(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish, disestablish, or change boundaries of a Protected Area without consulting a GDO in the case of emergency	PCA or GN – DOE	As required in response to an emergency
2	Advise the GDO on the necessity of the action and the terms and conditions that may apply	PCA or GN – DOE	As soon as possible after Activity 1

OBLIGATIONS ADDRESSED:

6.2.7 Notwithstanding subsection 6.2.6, in the case of emergency, Government may establish, disestablish or change the boundaries of a Protected Area without Consulting a GDO. Government shall advise the GDO as soon as possible after the establishment, disestablishment or changing of the boundaries of the Protected Area on the necessity of the action and the terms and conditions attached thereto.

RELATED CLAUSES:

Chapter 1 Definition of “National Marine Conservation Area”; “National Marine Conservation Area Reserve”, “National Park”, “Territorial Parks”

Chapter 1 Definition of “Protected Area”

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- 6.1.1 No Protected Area or Marine Protected Area may include Cree Lands without consent of the GDO
- 6.2.1 The establishment of Protected Areas and the amendment of boundaries of Protected Areas shall be in conformity with an applicable land use plan, if any
- 6.2.2 No land use plan shall apply within or amend the boundaries of Protected Areas once established
- 6.2.4 Approval of EMRWB required for establishment, disestablishment or changing of the boundaries of Protected Areas other than National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks
- 6.2.5 The establishment, disestablishment or changing of the boundaries of Protected Areas on Cree Lands is subject to the approval of a GDO.
- 6.2.6 Consult GDO prior to establishment, disestablishment or changing of the boundaries of National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks outside of Cree Lands
- 6.3 Planning and Management of Protected Areas
- 6.4.5 In cases of emergency, Protected Area Impact Benefit Agreement to be concluded immediately following, rather than prior to, the establishment of the Protected Area
- 6.8.1 Recognition of Cree history and presence
- 15.2.3 Decisions restricting or limiting Cree Harvesting in Protected Areas to take into account the special purposes and policies relating to Protected Areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Canada and GN will inform each other should they decide to initiate action with respect to a Protected Area in case of an emergency.

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2. In the case where a Protected Area is established as a result of an emergency, a Protected Area Impact Benefit Agreement may be concluded immediately following, rather than prior to, the establishment of the Protected Area. (6.4.5)
3. In the case of an emergency, it is assumed that Government and GDO will inform their members sitting on the EMRWB of the initiative to establish, disestablish or change the boundaries of the Protected Area.

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 7**

PROJECT: Consult a GDO in the planning and management of Protected Areas

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO on the planning and management of a Protected Area and allow the GDO to prepare its views on the matter; provide additional information if requested	PCA or CWS or GN – DOE	As required after the Effective Date of the Agreement
2	Provide a reasonable period of time in which the GDO may review the information and prepare its views on the matter and provide an opportunity to present its views	PCA or CWS or GN – DOE	Within a reasonable period of time after Activity 1
3	Present views on the matter	GDO	Within reasonable period of time as provided in Activity 2
4	Give full and fair consideration on any views presented	PCA or CWS or GN – DOE	After presentation of views on the matter and before making decisions on the planning and management of a Protected Area
5	Make decision(s) on the planning and management of a Protected Area and notify the GDO of the decision(s)	PCA or CWS or GN – DOE	After giving full and fair consideration to views received
6	Ensure appropriate recognition of Cree history and presence (6.8.1)	PCA or CWS or GN – DOE	As appropriate in the process of operating a Protected Area

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OBLIGATIONS ADDRESSED:

- 6.3.1 The Parties agree to the general desirability of involving Crees in the planning and management of Protected Areas. Accordingly, in addition to all other rights and benefits in this Chapter, a GDO shall be Consulted in the planning and management of Protected Areas.

- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

- Chapter 1 Definition of “Protected Area”

- 6.3.2 Establishment of management advisory committee

- 6.3.4 Committee advising on all matters related to management of Protected Areas

- 6.3.5 Development of management plans for a Protected Area

- Schedule 6-1 Matters for possible inclusion in Protected Area Impact and Benefit Agreement

FUNDING:

- 1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Protected Area Impact and Benefit Agreements concluded as a result of the establishment of a Protected Area may also contain provisions concerning the consultation of a GDO in the planning and management of Protected Areas. (6.4.1 and 6.4.2)

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 8**

PROJECT: Establishment and operation of a joint Cree/Government management advisory committee for each Protected Area

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Minister – Parks Canada Agency (PCA – Minister); Minister – Canadian Wildlife Service (CWS – Minister); Minister of Environment – Government of Nunavut (GN – DOE – Minister); Cree/Government management advisory committee (Committee)

PARTICIPANTS/LIAISON: Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request establishment of a Committee	PCA or CWS or GN – DOE or GDO	At discretion of parties as Part of the negotiation of a Protected Area Impact and Benefit Agreement (PAIBA) for a Protected Area
2	Establish Committee	PCA or CWS or GN – DOE and GDO	As provided for under the PAIBA for the Protected Area
3	Nominate members for the Committee	PCA or CWS or GN – DOE and GDO	As soon as possible after Committee is established
4	Appoint an equal number of nominees as members of the Committee	PCA – Minister or CWS – Minister or GN – DOE – Minister and GDO	As soon as possible after nomination of members

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	Prepare an annual operating budget	Committee	Within reasonable time following the establishment of the Committee, and each subsequent year prior to the beginning of a new fiscal year
6	Forward budget for consideration and approval by Government	Committee	Prior to the beginning of the new fiscal year
7	Pay the approved annual operating expenses of the Committee	PCA or CWS and/or GN – DOE	Based on approved budget
8	Advise the Minister or Minister’s designate, the EMRWB, or other agencies on all matters related to the management of Protected Area	Committee	Ongoing as deemed appropriate
9	Ensure appropriate recognition of Cree history and presence	Committee	As appropriate in Committee activities

OBLIGATIONS ADDRESSED:

- 6.3.2 A joint Cree/Government management advisory committee (“Committee”) shall be established through an Impact and Benefit Agreement for a Protected Area when requested either by Government or a GDO.
- 6.3.3 If established, the Committee shall consist of an equal number of members appointed by the appropriate GDO and the appropriate Minister.
- 6.3.4 The committee may advise the Minister or the Minister’s designate, the EMRWB, or other agencies, as it deems appropriate, on all matters related to Protected Areas management.
- 6.3.6 Each Committee shall prepare an annual operating budget to be forwarded to Government for consideration and approval. Government shall pay the approved annual operating expenses of the Committee.
- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

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RELATED CLAUSES:

Chapter 1	Definition of “Protected Area”
Chapter 1	Definition of “Protected Area Impact and Benefit Agreement” or “PAIBA”
6.1.2	Special provisions relating to Cree Lands located in the Twin Islands Wildlife Sanctuary
6.3.1	GDO to be Consulted in the planning and management of Protected Areas
6.3.5	Committee makes recommendations on management plans for Protected Areas
6.4	Protected Area Impact and Benefit Agreements (PAIBAs)
Schedule 6-1	Matters for Possible Inclusion in Protected Area Impact and Benefit Agreements
15.2.3	Decisions restricting or limiting Cree Harvesting in Protected Areas to take into account the special purposes and policies relating to Protected Areas

FUNDING:

1. The Government shall pay the approved annual operating expenses of the Committee if and when it is established.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. A management advisory committee would only be established for a Protected Area when requested either by Government or a GDO during the negotiation of a Protected Area Impact and Benefit Agreement (PAIBA).
2. At the time the PAIBA is negotiated, it is assumed that an estimate of funding levels will be included for the operation of the management advisory Committee if established.
3. Protected Areas are to be established after PAIBAs have been negotiated between Government and a GDO (6.4.1).

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 9****PROJECT:** Development of management plans for a Protected Area**RESPONSIBILITY:** Canada – Parks Canada Agency (PCA); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); Cree/Government management advisory committee (Committee); Minister – Parks Canada Agency (PCA – Minister); Minister – Canadian Wildlife Service (CWS – Minister); Minister of Environment – Government of Nunavut (GN – DOE – Minister)**PARTICIPANTS/LIAISON:** Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization (GDO); Other interested Persons

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate process to develop management plans for a Protected Area	PCA or CWS or GN – DOE	Within five years of the establishment of a Protected Area
2	If a Committee has been established as per Activity Sheet # 6-8, submit request in writing for recommendations on developing the management plans	PCA or CWS or GN – DOE	As soon as possible after Activity 1 and before management plans are developed
3	Initiate consultative process to receive the views and recommendations of other interested Persons, including the Crees, related to the development of management plans for a Protected Area	Committee (or PCA or CWS or GN – DOE as the case may be)	Upon receipt of request as per Activity 2
4	Give full and fair consideration on views presented and, if Committee is established, decide on recommendations to be submitted to Government and forward recommendations, in writing, to Government	Committee (or PCA or CWS or GN – DOE as the case may be)	Following consultative process initiated as per Activity 3
5	Develop draft management plans giving full and fair consideration to the Committee's recommendations	PCA or CWS or GN – DOE	After receipt of recommendations as per Activity 4

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	If Committee is established, submit the draft management plans for review by the Committee <u>OR</u> If Committee is not established, then proceed to Activity 8	PCA or CWS or GN – DOE	After Activity 5 and before forwarding to the Minister for approval
7	Review the draft management plans and provide response, in writing, to Government	Committee	As soon as possible after receiving draft as per Activity 6
8	Finalize the management plans taking the response of the Committee into account, if applicable, and forward to Minister for approval	PCA or CWS or GN – DOE	After Activity 7
9	Consider and approve the management plans	PCA – Minister or CWS – Minister or GN – DOE – Minister	After Activity 8
10	Ensure appropriate recognition of Cree history and presence	PCA or CWS or GN – DOE and Committee	As appropriate in completing Activities 1 to 8

OBLIGATIONS ADDRESSED:

6.3.5 Management plans for a Protected Area shall be developed by Government within five (5) years of the establishment of the Protected Area. Such plans shall be based on the recommendations of the Committee, where such a Committee is established, taking into account the recommendations of other interested Persons. Upon review by the Committee, such plans shall be forwarded to the Minister for consideration and approval. Such plans shall be reviewed and may be revised as provided in the plan.

6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

Chapter 1 Definition of “Protected Area”

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- 6.2 Establishment of Protected Areas
- 6.3.1 Involvement of Crees and consultation with GDO
- 6.3.2 Establishment of management advisory committee
- 6.3.4 Committee advising on all matters related to management of Protected Areas
- 6.6.1 Crees retain right of entry to Protected Areas at no cost
- Schedule 6-1 Matters for possible inclusion in Protected Area Impact and Benefit Agreement
- 15.2.3 Decisions restricting or limiting Cree Harvesting in Protected Areas to take into account the special purposes and policies relating to Protected Areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The procedures for the ongoing review and revision of management plans for Protected Areas will be set out in the management plan and will be initiated by Government. (6.3.5)
2. Protected Areas are to be established after the Protected Area Impact and Benefit Agreements have been negotiated between Government and a GDO (6.4.1).
3. If a joint Cree/Government management advisory committee has not been established as per Activity Sheet # 6-8, it is expected that Government will assume the responsibilities for Activities that would otherwise be assumed by the Committee.

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CHAPTER 6 – PROTECTED AREAS

SHEET # 6 - 10

PROJECT: **Negotiation of Protected Area Impact and Benefit Agreements (PAIBAs) for a Protected Area**

RESPONSIBILITY: Canada – Parks Canada Agency (PCA); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); GCC(EI) Designated Organization (GDO); Conciliator; Minister – Parks Canada Agency (PCA – Minister); Minister – Canadian Wildlife Service (CWS – Minister); Minister of Environment – Government of Nunavut (GN – DOE – Minister)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Submit a request to the GDO with a view to negotiating a PAIBA for a Protected Area in compliance with subsections 6.4.2 and 6.4.3	PCA or CWS or GN – DOE	Prior to establishing a Protected Area
2	Provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated	PCA or CWS or GN – DOE	As soon as reasonable after request has been submitted as per Activity 1
3	Appoint negotiating representatives	PCA or CWS or GN – DOE, and GDO	As soon as practicable after provisions have been made as per Activity 2
4	Enter into negotiations concerning the subject matters set out in subsection 6.4.2 and, in particular, the matters identified in Schedule 6-1	PCA or CWS or GN – DOE, and GDO	As soon as practicable after the appointment of negotiating representatives
5	Enter into agreement on the terms of a PAIBA	PCA or CWS or GN – DOE, and GDO	If agreement reached as per Activity 4
6	Select a conciliator if the negotiating parties cannot agree on the terms of a PAIBA	PCA or CWS or GN – DOE, and GDO	Within 180 days, or such further period of time as the parties may agree, after negotiation commenced under Activity 4

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Initiate and conclude conciliation process	Conciliator; PCA or CWS or GN – DOE, and GDO	As soon as practicable
8	Submit a report for consideration by the Government and the GDO	Conciliator	As soon as practicable
9	Enter into agreement on the terms of a PAIBA	PCA or CWS or GN – DOE, and GDO	If agreement reached after conciliation
10	If there is no agreement following conciliation, submit separate reports on terms of a PAIBA to the Minister	Conciliator; PCA or CWS or GN – DOE, and GDO	Following conciliation
11	Consider the separate reports received and make a decision on the contents of the PAIBA	PCA – Minister or CWS – Minister or GN – DOE – Minister	Prior to the establishment of the Protected Area
12	Renegotiate every PAIBA	PCA or CWS or GN – DOE, and GDO	At least every seven years except where a PAIBA in good standing indicates otherwise

OBLIGATIONS ADDRESSED:

- 6.4.1 No Protected Area shall be established until the obligations set out in subsection 6.4.2 and subsection 6.4.3 have been complied with.
- 6.4.2 Prior to the establishment of a Protected Area, Government and a GDO shall negotiate for the purpose of concluding a PAIBA. A PAIBA negotiated under this Chapter shall include any matter connected with the proposed Protected Area where that matter would have a detrimental impact on Crees, or could reasonably confer a benefit on Crees. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 6-1, as they may be applicable taking into account the nature and character of the proposed Protected Area, shall be considered appropriate for negotiation and inclusion within a PAIBA in relation to a Protected Area.
- 6.4.3 If the Government responsible for the establishment of the Protected Area and the GDO cannot agree on the terms of a PAIBA within one hundred eighty (180) days or such further period of time as Government and the GDO may agree, they shall select a conciliator who shall submit a report to the Government and the GDO for consideration. If the Government and the GDO cannot agree following conciliation, the conciliator, Government

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and the GDO shall each submit a separate report to the Minister for his consideration and decision on the contents of the PAIBA.

6.4.6 Except where a PAIBA in good standing indicates otherwise, every PAIBA shall be re-negotiated at least every seven (7) years.

RELATED CLAUSES:

Chapter 1	Definition of “Protected Area”
6.1.3	Remuneration and expenses from conciliator
6.3.1	Involvement of Crees and Consultation with GDO
6.3.2	Joint Cree/Government management advisory committees to be established through an Impact and Benefit Agreement for a Protected Area
6.4.4 a)	Obligation to conclude a PAIBA shall not apply to a Protected Area where no detrimental impact or benefit on Cree
6.4.4 b)	Obligation to conclude a PAIBA shall apply where Protected Area re-established for different purpose and re-establishment has detrimental impact or benefit on Cree
Schedule 6-1	Matters for Possible Inclusion in Protected Area Impact and Benefit Agreements
11.15.4	Location of Traditional Camps may be determined as provided by the PAIBA

FUNDING

1. Funding for these activities may be provided through programs and policies in place from time to time.
2. The remuneration and expenses incurred by a conciliator appointed pursuant to 6.4.3 shall be assumed by Canada. (6.1.3)

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In cases of emergency, such as the establishment of a critical wildlife area, the PAIBA may be concluded immediately following, rather than prior to, the establishment of the Protected Area. (6.4.5)

2. Except for the remuneration and expenses incurred by a conciliator appointed pursuant to 6.4.3, the costs related to the negotiation of a Protected Area Impact and Benefit Agreement shall be borne by the parties.

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 11****PROJECT:** Planning and management of Marine Protected Areas**RESPONSIBILITY:** Canada – Department of Fisheries and Oceans (DFO);
Grand Council of the Crees – Eeyou Istchee (Crees) or
GCC(EI) Designated Organization (GDO)**PARTICIPANTS/LIAISON:** Government of Nunavut - Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Crees or GDO, in writing, of any proposal involving the planning or management of a Marine Protected Area, in sufficient form and detail to allow the Crees or GDO to prepare their views on the matter; provide additional information if requested	DFO	At discretion after the Effective Date of the Agreement when planning a Marine Protected Area or managing an existing Marine Protected Area
2	Respond to the proposal in Activity 1	Crees or GDO	Within a reasonable period of time after making the proposal
3	Develop the proposal referred to in Activity 1 and invite the Crees or GDO to participate where appropriate	DFO	As appropriate
4	Present the proposal to the Crees or GDO and provide a reasonable period of time in which the Crees or GDO may review the proposal and prepare their views on the matter and provide an opportunity to present their advice on the proposal	DFO	Within a reasonable period of time after Activity 3
5	Present views on the proposal provided in Activity 4	Crees or GDO	Within a reasonable period of time after Activity 4
6	Give full and fair consideration on any views presented	DFO	After presentation of views on the proposal and before implementing the proposal

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Make decision on the proposal and proceed with planning and management activities	DFO	After giving full and fair consideration to views received
8	Ensure appropriate recognition of Cree history and presence	DFO	As appropriate in the process of operating a Marine Protected Area

OBLIGATIONS ADDRESSED:

- 6.5.1 The Parties agree to the general desirability of involving Crees in the planning and management of Marine Protected Areas.
- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

RELATED CLAUSES:

- Chapter 1 Definition of “Marine Protected Area”
- 6.1.1 Protected Areas or Marine Protected Areas may not include Cree Lands without consent of the GDO
- 6.5.5 Establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the EMRWB pursuant to paragraph 13.2.2 a).
- 6.5.6 Requirement for a management plan and a Marine Protected Area Agreement.
- 6.5.7 A Marine Protected Area cannot be established without the agreement of the government of Canada and of the EMRWB.
- 6.5.11 Establishment of Marine Protected Areas in case of emergency

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6.6.1 Crees retain right of entry to Marine Protected Areas at no cost

13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Marine Protected Areas

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In cases of emergency, the government of Canada may create a Marine Protected Area without following the process set out in Section 6.5. See Activity Sheet # 6-15.
2. Project Proposals within Marine Protected Areas are subject to development impact assessments (6.5.4).

WITHOUT PREJUDICE – DRAFT March 24, 2009

CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 12**

PROJECT: Establishment, disestablishment or changing of the boundaries of a Marine Protected Area

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Grand Council of the Crees – Eeyou Istchee (Crees); GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB)

PARTICIPANTS/LIAISON: Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop a proposal to establish, disestablish or change the boundaries of a Marine Protected Area	DFO	At discretion, or in response to proposal by a party
2	Present the proposal to the Crees and seek their involvement as per Activity Sheet # 6-11	DFO; Crees or GDO consistent with Activity Sheet # 6-11	Before proceeding with establishment, disestablishment or changing of boundary
3	Present the proposal to the EMRWB and request approval to establish, disestablish or change the boundaries of a Marine Protected Area	DFO	Before proceeding with establishment, disestablishment or changing of boundary
4	Grant approval, or provide reasons for not granting approval, of request submitted as per Activity 3	EMRWB	Within a reasonable period of time after receiving a request as per Activity 3
5	Proceed with the decision to establish, disestablish or change the boundary of a Marine Protected Area	DFO	After receiving approval of the EMRWB
6	Ensure appropriate recognition of Cree history and presence	DFO	As appropriate in the process of establishing and operating the Marine Protected Area

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OBLIGATIONS ADDRESSED:

- 6.5.5 The establishment, disestablishment or changing of the boundary of a Marine Protected Area is subject to the approval of the EMRWB pursuant to paragraph 13.2.2 a).

- 6.5.7 For greater certainty, and except as provided for in subsection 6.5.11, a Marine Protected Area cannot be established without the agreement of the government of Canada and of the EMRWB.

- 6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

RELATED CLAUSES:

- Chapter 1 Definition of “Marine Protected Area”

- 6.5.1 Involving Crees in the planning and management of Marine Protected Areas

- 6.5.2 Establishment of Marine Protected Areas and amendment of boundaries to be in conformity with applicable land use plans

- 6.5.3 Once Marine Protected Areas are established, land use plans do not apply within boundaries

- 6.5.4 Development impact assessment apply within Marine Protected Areas

- 6.5.6 Requirement for a management plan and a Marine Protected Area agreement

- 6.5.11 Establishment of Marine Protected Areas in case of emergency

- 13.2.2 a) EMRWB approval required for the establishment, disestablishment, and changes to boundaries of Marine Protected Areas.

FUNDING:

- 1. Funding for these activities may be provided through programs and policies in place from time to time.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In cases of emergency, the government of Canada may create a Marine Protected Area without following the process set out in Section 6.5 (6.5.11).
2. Except as provided in section 6.5, Marine Protected Areas are established after a management plan has been developed and a Marine Protected Area agreement has been concluded. (6.5.6)

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 13**

PROJECT: Development of management plans for a Marine Protected Area

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Eeyou Marine Region Wildlife Board (EMRWB); Court of competent jurisdiction; Conciliator; Minister – Department of Fisheries and Oceans (Minister – DFO); GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Agree to establish a Marine Protected Area	DFO, EMRWB	At discretion
2	Initiate the process for developing a management plan for a Marine Protected Area	DFO	Prior to the establishment of a Marine Protected Area
3	Develop and agree on the contents of a management plan	DFO, EMRWB	As required
4	If unable to agree on the contents of a management plan, enter into conciliation	DFO, EMRWB	As soon as practicable after inability to agree
5	Agree on the selection of a conciliator	DFO, EMRWB	Within a time frame as the parties may agree
6	If unable to agree on the selection of a conciliator, a court of competent jurisdiction may appoint a conciliator	Court of competent jurisdiction	As soon as practicable
7	Initiate and conclude conciliation process	Conciliator, DFO, EMRWB	As soon as practicable after selection of the conciliator
8	If unable to agree on the contents of a management plan following conciliation, submit separate reports to the Minister	Conciliator, DFO, GDO, EMRWB	Following conciliation
9	Consider the separate reports received and make a decision on the contents of the management plan	DFO – Minister	After considering the submitted reports

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OBLIGATIONS ADDRESSED:

6.5.6 Where the government of Canada and the EMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in section 6.5, first require the development of:

- (a) a management plan for the Marine Protected Area;

[...]

6.5.8 Where the government of Canada and the EMRWB are unable to agree on the contents of the management plan, they shall enter into conciliation. In the event that the government of Canada and the EMRWB cannot agree on the selection of a conciliator, the Federal Court of Canada may appoint a conciliator. If the government of Canada and the EMRWB cannot agree on the content of the management plan following the conciliation, the conciliator, the government of Canada, the GDO and the EMRWB shall each submit a separate report to the Minister for his consideration and decision on the contents of the management plan.

RELATED CLAUSES:

- Chapter 1 Definition of “Marine Protected Area”
- 6.5.1 Involving Crees in the planning and management of Marine Protected Areas
- 6.5.4 Development impact assessment apply within Marine Protected Areas
- 6.6.1 Crees retain right of entry to Marine Protected Areas at no cost
- 6.8.1 Recognition of Cree history and presence

FUNDING

1. The remuneration and expenses incurred by a conciliator appointed pursuant to 6.5.8 shall be assumed by Canada. (6.1.3)

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. With regard to developing the contents of the management plan, as per Activity 3, it is assumed that the Crees would be involved as per subsection 6.5.1 and Activity Sheet # 6-11.

2. The ability for the GDO to submit a separate report to the Minister pursuant to conciliation (subsection 6.5.8) is contingent on their effective involvement in the development of the contents of the management plan and any conciliation process that might be initiated.

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 14****PROJECT:** Negotiation of a Marine Protected Area agreement**RESPONSIBILITY:** Canada – Department of Fisheries and Oceans (DFO); Eeyou Marine Region Wildlife Board (EMRWB); GCC(EI) Designated Organization (GDO); Federal Court of Canada; Conciliator; Minister – Department of Fisheries and Oceans (Minister – DFO)**PARTICIPANTS/LIAISON:** Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Agree to establish a Marine Protected Area	DFO, EMRWB	At discretion
2	Submit a request to the GDO with a view to negotiating a Marine Protected Area agreement in compliance with Section 6.5.9	DFO	At discretion prior to establishing a Marine Protected Area
3	Provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated	DFO	As soon as reasonable after request has been submitted as per Activity 2
4	Unless otherwise agreed, appoint negotiating representatives	DFO, GDO	As soon as practicable after Activity 3
5	Enter into negotiations according to the process set out in Section 6.5.9 and with respect to those matters set forth in Schedule 6-2	DFO, GDO	As soon as practicable after the appointment of negotiating representatives
6	Enter into agreement	DFO, GDO	If agreement reached
7	If unable to achieve an agreement through negotiation, enter into conciliation	DFO, GDO	As soon as practicable after inability to reach an agreement
8	Agree on the selection of a conciliator	DFO, GDO	Within a time frame as the parties may agree
9	Appoint a conciliator if DFO and GDO are unable to agree on selection of conciliator	Federal Court of Canada	As soon as practicable

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
10	Initiate and conclude conciliation process	Conciliator, DFO, GDO	As soon as practicable after selection of the conciliator
11	If unable to reach agreement following conciliation, submit separate reports to the Minister	Conciliator, DFO, GDO	Following conciliation
12	Consider the separate reports received and make a decision on the matters set forth in Schedule 6-2	DFO – Minister	After considering the submitted reports

OBLIGATIONS ADDRESSED:

6.5.6 Where the government of Canada and the EMRWB agree to establish a Marine Protected Area, the establishment of the Marine Protected Area shall, except as otherwise provided in section 6.5, first require the development of:

[...]

(a) a Marine Protected Area agreement.

6.5.9 Prior to the establishment of a Marine Protected Area, the government of Canada and the GDO, unless they otherwise agree, shall attempt to negotiate a Marine Protected Area agreement with respect to those matters set forth in Schedule 6-2. Where the government of Canada and the GDO are unable to achieve an agreement through negotiation, they shall enter into conciliation. In the event that the government of Canada and the GDO cannot agree on the selection of a conciliator, the Federal Court of Canada may appoint a conciliator. If the government of Canada and the GDO cannot agree to a Marine Protected Area agreement following conciliation, the conciliator, the government of Canada and the GDO shall each submit a separate report to the Minister for his consideration and decision on the matters set forth in Schedule 6-2.

RELATED CLAUSES:

6.5.10 Failure to achieve a Marine Protected Area agreement shall not preclude establishment of Marine Protected Area

Schedule 6-2 Matters for possible inclusion in the Marine Protected Area Agreement in relation to Marine Protected Areas

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FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.
2. Remuneration and expenses incurred by the conciliator pursuant to 6.5.9 shall be assumed by Canada. (6.1.3)

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CHAPTER 6 – PROTECTED AREAS**SHEET # 6 - 15**

PROJECT: Establishment of Marine Protected Area in cases of emergency

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO)

PARTICIPANTS/LIAISON: Eeyou Marine Region Wildlife Board; Grand Council of the Crees – Eeyou Istchee; Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Create a Marine Protected Area without following the process set out in section 6.5	DFO	As required in response to an emergency
2	Advise the EMRWB on the necessity of the action and the terms and conditions attached to the Marine Protected Area	DFO	As soon as possible after creating the Marine Protected Area

OBLIGATIONS ADDRESSED:

6.5.11 Notwithstanding anything else in section 6.5, in cases of emergency, the government of Canada may create a Marine Protected Area without following the process otherwise set out in section 6.5 in which event the government of Canada shall advise the EMRWB as soon as possible after creating the Marine Protected Area on the necessity of the action and the terms and conditions attached to the Marine Protected Area.

RELATED CLAUSES:

6.5.1 Involvement of Crees in the planning and management of Marine Protected Areas

6.8.1 Recognition of Cree history and presence

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS

1. Where a Marine Protected Area is created by Government in the case of an emergency, it is assumed that a management plan for the Marine Protected Area, as specified under 6.5.6 a) (see Activity Sheet # 6-13), and a Marine Protected Area agreement, as specified under 6.5.6 b) (see Activity Sheet # 6-14), may be concluded immediately following, rather than prior to, the establishment of the Marine Protected Area.
2. In the case of an emergency, it is assumed that the EMRWB will inform the GCC(EI) and the government of Nunavut of the initiative to establish the Marine Protected Area.

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CHAPTER 6 – PROTECTED AREAS

SHEET # 6 - 16

PROJECT: Cree translation of publications about Protected Areas and Marine Protected Areas

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Service (CWS); Canada – Parks Canada Agency (PCA); Government of Nunavut – Department of Environment (GN – DOE)

PARTICIPANTS/LIAISON: Eeyou Marine Region Wildlife Board; Grand Council of the Crees – Eeyou Istchee

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make available Cree translations of publications aimed at informing the Canadian public about Protected Areas and Marine Protected Areas located in the EMR	DFO, CWS, PCA, GN – DOE	As required
2	Disseminate or communicate information equally prominent in Cree and in one or more of Canada's official languages to the public within any Protected Area and any Marine Protected Area located in the EMR	DFO, CWS, PCA, GN – DOE	As required

OBLIGATIONS ADDRESSED:

6.7.1 Government shall make available Cree translations of its publications that are aimed at informing the Canadian public about Protected Areas and Marine Protected Areas. Any information disseminated or communicated to the public within any Protected Area and any Marine Protected Area shall be equally prominent in Cree and in one or more of Canada's official languages.

6.8.1 Appropriate recognition shall be made of Cree history and presence as part of the process of the establishment and operation of a Protected Area or Marine Protected Area.

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RELATED CLAUSES:

- 6.1 General Provisions
- 6.2 Establishment of Protected Areas
- 6.3 Planning and Management of Protected Areas
- 6.5 Marine Protected Areas
- 6.6.1 Cree right of entry to Protected Areas and Marine Protected Areas at no cost

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Government is responsible for the costs of translating the publications related to Protected Areas and Marine Protected Areas in the EMR into Cree language
2. Translations into Cree of publications referred to in 6.7.1 are those related specifically to Protected Areas and Marine Protected Areas in the EMR.

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CHAPTER 7 – ENTRY AND ACCESS

SHEET # 7 - 1

PROJECT: **Provision of consent to persons other than Crees for access to Cree Lands**

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); person requiring access to Cree Lands for research purposes (Researcher)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish a process for providing consent to anyone, other than a Cree, for access to Cree Lands	GDO	As soon as possible after Effective Date and ongoing thereafter
2	Make information about the process for obtaining consent to enter, cross or remain on Cree Lands available to anyone who may seek access	GDO	After establishing a process for access under Activity 1
3	Apply for permission to access Cree Lands for the purpose of conducting research other than for Wildlife management and research under 7.3.6	Researcher	Prior to conducting research on Cree Lands
4	Determine if consent shall be granted to Researcher to access Cree Lands and the terms and conditions to be imposed	GDO	After receiving request to conduct research as per Activity 3
5	Inform Researcher of decision and of terms and conditions to be imposed	GDO	As soon as possible after Activity 4

OBLIGATIONS ADDRESSED:

7.1.1 Except as otherwise provided for in this Agreement, anyone other than a Cree may not enter, cross or remain on Cree Lands without the consent of the GDO.

7.2.4 With the consent of the GDO, Persons conducting research for any purposes other than those referred to in subsection 7.3.6 shall have a right of access to Cree Lands in accordance with terms and conditions imposed by the GDO, other than the payment of fees.

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RELATED CLAUSES:

7.1.2 Cree access to Cree Lands

7.2 Public Access to Cree Lands

7.3.6 Government access to Cree Lands for Wildlife management and research

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Consent is not required for Cree access to enter, cross or remain on Cree Lands year-round except where a grant pursuant to subsection 5.4.2 provides otherwise. (7.1.2)
2. Enforcement will be pursuant to general laws of trespass.

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CHAPTER 7 – ENTRY AND ACCESS

SHEET # 7 - 2

PROJECT: Agreement on the removal of the right to access and cross Cree Lands

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Canada – Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut – Department of Environment (GN – DOE)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose guidelines and procedures to remove public rights of access and crossing on Cree Lands where the GDO requires exclusive possession	GDO	At discretion after the Effective Date
2	Enter into discussions on the proposed guidelines and procedures	GDO, DIAND, GN – DOE	As soon as reasonable after proposal made in Activity 1
3	Reach agreement on the guidelines and procedures for confirming exclusive possession	GDO, DIAND, GN – DOE	Following discussions
4	Designate routes on Cree Lands for public crossing for the purpose of personal or casual travel	GDO	At discretion

OBLIGATIONS ADDRESSED:

7.2.3 Where the GDO requires exclusive possession, the right of access referred to in subsection 7.2.1 and the right to cross Cree Lands referred to in subsection 7.2.5 may be removed with the agreement of the GDO and Government.

RELATED CLAUSES:

7.1.1 GDO consent to non-Crees to enter, cross or remain on Cree Lands

7.2.1 Public right to enter and remain on Cree Lands in case of emergency

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- 7.2.2 No interference with Cree Harvesting activities and no establishment of camps or structures other than temporarily
- 7.2.4 Right of access for Persons conducting research
- 7.2.5 Rights of public access subject to conditions
- 7.2.6 Liability and failure to comply with conditions for rights of access under section 7.2
- 7.2.7 Right to enter Cree Lands for campaigning purposes
- 7.2.8 Right of access and payment of fee

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Consent is not required for Crees to enter, cross or remain on Cree Lands year-round except where a grant pursuant to subsection 5.4.2 provides otherwise. (7.1.2)
2. Enforcement will be pursuant to general laws of trespass.

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CHAPTER 7 – ENTRY AND ACCESS

SHEET # 7 - 3

PROJECT: Continuing use or occupancy of Cree lands for Government purposes

RESPONSIBILITY: Canada; Government of Nunavut (GN); GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Department of National Defence; Police Officers

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO, in writing, that Government requires the continuous use or occupancy of Cree lands for Government purposes	Canada or GN	As soon as possible after it is known that continuous use or occupancy is required
2	Notify Government, in writing, whether the GDO requires Government to acquire an interest in the land	GDO	In a timely fashion
3	Seek to reach agreement concerning an interest to be acquired by Government under 7.3.2 if the GDO expresses a desire to negotiate an agreement	GDO, Canada or GN	Following notification as per Activity 2
4	Use or occupy land in accordance with conditions of the agreement reached under Activity 3	Canada or GN	After an agreement is reached under Activity 3

OBLIGATIONS ADDRESSED:

7.3.2 Except where agents, employees and contractors of Government need access to Cree Lands for the purpose of Wildlife management and research, or for the establishment of navigational aids pursuant to subsection 7.3.11, should Government, the Canadian Forces or police officers require use or occupancy of Cree Lands for more than eighteen (18) months, including use of unmanned facilities, the GDO may require Government to obtain an interest in the Land.

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RELATED CLAUSES:

- 7.2.5 Conditions for rights of access to Cree Lands
- 7.2.6 Liability for damages to Lands
- 7.2.8 Rights of access not subject to payment of any fee, or term or condition
- 7.3.1 General right of Government access to Cree Lands for legitimate Government purposes
- 7.3.3 Government liable for damages caused to the Lands by anyone exercising rights pursuant to subsections 7.3.1 and 7.3.11
- 7.3.5 Terms and conditions required for exercising Government access
- 7.3.11 Maintain and establish navigational aids by Canada

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The GDO may not require Government to obtain an interest in the Land where agents, employees and contractors of Government need access to Cree Lands for less than eighteen (18) months for legitimate Government purposes.
2. The GDO may not require Government to obtain an interest in the Land where agents, employees and contractors of Government need access to Cree Lands for more than eighteen (18) months for the purpose of Wildlife management and research or for the establishment of navigational aids pursuant to subsection 7.3.11.
3. Persons exercising access rights under Chapter 7 shall acquire appropriate authorizations where required, including those relating to development impact assessment, prior to the exercise of those rights. (7.6.1)
4. If it is desired by the parties that the interest in the Land to be acquired by Government under 7.3.2 should be registered, the process to be followed is shown in Activity Sheet # 5-4.
5. If GDO and Government fail to reach an agreement under Activity 3 the matter may be referred to dispute resolution processes under Chapter 31.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 4**

PROJECT: Agreement on access to Cree Lands in cases where more than insignificant damage may be caused

RESPONSIBILITY: Canada; Government of Nunavut (GN); GCC(EI) Designated Organization (GDO); Arbitrators

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO, in writing, that Government requires the use and occupancy of Cree Lands for Government purposes	Canada or GN	As soon as possible after it is known that use or occupancy of the land may cause more than insignificant damage or interference
2	Respond, in writing, to Government notification	GDO	In a timely fashion
3	Enter into negotiations to reach an agreement regarding the terms and conditions for exercising Government access to Cree Lands	GDO; Canada or GN	Following GDO response to Government notification
4	Ensure that the terms and conditions set out in subsection 7.3.5 a), b) and c) are included in the negotiated agreement	GDO; Canada or GN	As required
5	Enter into agreement for access to Cree Lands	GDO; Canada or GN	After agreement reached by parties
6	If agreement cannot be reached as per Activity 5, refer matter to Arbitration	GDO; Canada or GN	As soon as possible after the parties fail to reach an agreement
7	Initiate and conclude Arbitration process as per Activity Sheet # 31-2	GDO; Canada or GN; Arbitrators	As soon as practicable and as agreed by the parties
8	Enter into agreement for access to Cree Lands according to decision of the Arbitrators	GDO; Canada or GN	After Arbitration process concluded

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OBLIGATIONS ADDRESSED:

7.3.4 In a case where more than insignificant damage may be caused to the Land or otherwise, or where there may be more than insignificant interference with the use and quiet enjoyment of the Land by Crees, Government shall Consult the GDO and seek its agreement regarding the terms and conditions for exercising Government access under subsection 7.3.1 or where agreement cannot be achieved, the matter shall be referred to Arbitration. The activities of peace officers, federal investigators and law enforcement officers carrying out duties under the Laws of Canada shall not be subject to this section.

RELATED CLAUSES:

Chapter 1	Definition of “Arbitration”
Chapter 1	Definition of “Arbitrators”
7.3.1	Access for Government employees, members of the Canadian Forces and peace officers
7.3.2	Continuing use or occupancy of Cree Lands
7.3.3	Government liability for damages caused to Lands
7.3.5	Terms and conditions for Government access under 7.3.4
7.3.6	Access for Wildlife management and research requires approval of the EMRWB
7.3.8	Access to Cree Lands for military manoeuvres
7.3.12	Government access not subject to payment of fees
Chapter 31	Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The activities of peace officers, federal investigators and law enforcement officers carrying out duties under the Laws of Canada are not subject to this requirement.

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2. Persons exercising access rights under Chapter 7 shall acquire appropriate authorizations where required, including those relating to development impact assessment, prior to the exercise of those rights. (7.6.1)

3. In trying to reach agreement under Activity 3, the parties may wish to consider using the mediation process set out in Chapter 31, Part A.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 5**

PROJECT: Access to Cree Lands for Wildlife management and research

RESPONSIBILITY: Canada; Government of Nunavut (GN); Eeyou Marine Region Wildlife Board (EMRWB); GCC(EI) Designated Organization (GDO); Cree Trappers Association (CTA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide notification to the EMRWB, in writing, that access to Cree Lands is required for the purpose of Wildlife management and Wildlife research	Canada or GN	Prior to accessing Cree Land for the purpose of wildlife management and research
2	Present the request to the CTA and GDO and provide a reasonable period of time in which the CTA and GDO may review the request and prepare their views on the matter and provide an opportunity to present their advice on the request	EMRWB	Within a reasonable period of time after Activity 1
3	Present views on the request provided in Activity 2	CTA and GDO	Within a reasonable period of time after Activity 2
4	Give full and fair consideration on any views presented	EMRWB	After presentation of views and before granting the request
5	Decide on request to access Cree Lands and notify Government, CTA and GDO of decision and provide written reasons for any advice that is rejected or varied	EMRWB	As soon as practicable following Activity 4
6	Undertake Wildlife management and research activities taking views of GDO and CTA into account and any terms and conditions that might be attached to the approval granted by the EMRWB	Canada or GN	Following approval by EMRWB as per Activity 5

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OBLIGATIONS ADDRESSED:

7.3.6 Government agents, employees and contractors need access to Cree Lands for the purpose of Wildlife management and research. Notwithstanding subsection 7.3.1, access to Cree Lands by Government agents, employees and contractors for the purposes of Wildlife management and Wildlife research shall be subject to the approval of the Eeyou Marine Region Wildlife Board (EMRWB) subsequent to Consultation with the CTA and the GDO.

RELATED CLAUSES:

7.2.4 Access to Cree Lands for research other than for Wildlife management and research

7.2.5 Conditions for rights of access to Cree Lands

7.3.1 General right of access for Government agents, employees and contractors and members of the Canadian Forces and peace officers

7.3.2 Continuing use or occupancy of Cree Lands

7.3.3 Government liable for damages caused to Lands

7.3.4 Terms and conditions for exercising Government access

7.3.5 Terms and conditions for Government access under 7.3.4

7.3.12 Government access not subject to payment of fees

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CHAPTER 7 – ENTRY AND ACCESS

SHEET # 7 - 6

PROJECT: **Arbitration in the event of damage to Cree Lands**

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Canada; Government of Nunavut (GN); Arbitrators

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify Government of damage done to Cree Lands pursuant to access under subsection 7.3.1 or 7.3.11 and make request for compensation	GDO	As soon as damage is known
2	Enter into negotiations to reach agreement regarding compensation for damages to Cree Lands	GDO; Canada or GN	As soon as possible after Activity 1
3	Enter into agreement for compensation for damage to Cree Lands	GDO; Canada or GN	After agreement reached by parties
4	If agreement cannot be reached as per Activity 3, refer matter to Arbitration	GDO; Canada or GN	As soon as possible after the parties fail to reach an agreement
5	Initiate and conclude Arbitration process as per Activity Sheet # 31-2	GDO; Canada or GN; arbitrators	As soon as practicable and as agreed by the parties
6	Enter into agreement for compensation for damage to Cree Lands according to decision of the Arbitrators	GDO; Canada or GN	After Arbitration process concluded

OBLIGATIONS ADDRESSED:

7.3.7 In the event that anyone exercising access under subsections 7.3.1 or 7.3.11 causes damage to Cree Lands or otherwise, and Government and the GDO are unable to agree on compensation for damages, the matter shall be referred to Arbitration for the determination of liability and fixing of appropriate compensation.

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RELATED CLAUSES:

Chapter 1	Definition of “Arbitration”
Chapter 1	Definition of “Arbitrators”
7.2.5	Conditions for rights of access to Cree Lands
7.3.1	Access for Government agents, employees and contractors and members of the Canadian Forces and peace officers
7.3.3	Government liability for damages caused to Lands
7.3.4	Terms and conditions for exercising Government access
7.3.5	Terms and conditions for Government access under 7.3.4
7.3.11	Maintain and establish navigational aids by Canada
Chapter 31	Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In trying to reach agreement under Activity 3, the parties may wish to consider using the mediation process set out in Chapter 31, Part A.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET #7 - 7****PROJECT:** Access to Cree Lands by the Canadian Forces**RESPONSIBILITY:** Canada – Department of National Defence (DND); Canada – Minister of National Defence (Minister – DND); GCC(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO, in writing, that Government wishes to exercise right of access for military manoeuvres	DND	Prior to exercising right of access
2	Authorize access to Cree Lands for the execution of manoeuvres by the Canadian Forces pursuant to section 257 of the <i>National Defence Act</i>	Minister – DND	After providing notification to the GDO in Activity 1
3	Negotiate and conclude an agreement in accordance with subsection 7.3.10 regarding access onto and across Cree Lands	DND, GDO	Prior to access onto and across Cree Lands for each maneuver
4	Provide notice of military manoeuvres, by appropriate publication, to the inhabitants of any area concerned	DND	Prior to commencement of military manoeuvres
5	Amend the agreement	DND, GDO	From time to time as deemed necessary

OBLIGATIONS ADDRESSED:

7.3.9 The Minister of National Defense may authorize access to Cree Lands for the execution of manoeuvres by the Canadian Forces pursuant to section 257 of the *National Defence Act*, R.S.C. 1985, c. N 5 and with the exception of subsection 7.3.8 nothing in these provisions applies to or affects such access authorized by the Minister of National Defence.

7.3.10 For those manoeuvres referred to in subsection 7.3.9, access onto and across Cree Lands for each maneuver shall only occur after the negotiation and conclusion of an agreement with the GDO dealing with contact persons, consultation mechanisms and timing thereof and

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compensation for damages, which agreement may be amended from time to time.

RELATED CLAUSES:

- 7.2.5 Conditions for rights of access to Cree Lands
- 7.3.1 Rights of access for agents, employees and contractors of Government and members of the Canadian Forces and peace officers
- 7.3.2 Continuing use or occupancy of Cree Lands
- 7.3.3 Government liability for damages caused to Lands
- 7.3.8 No greater right to conduct military manoeuvres on Cree Lands

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Department of National Defence (DND) shall have no greater rights to conduct military manoeuvres, including exercises and movements, on Cree Lands than it has under generally applicable Legislation with respect to other lands held in fee simple. (7.3.8)
2. Manoeuvres can only occur after negotiation and conclusion of an agreement with the GDO (7.3.10)
3. The *National Defence Act* section 257 states:
 - (1) For the purpose of training the Canadian Forces, the Minister may authorize the execution of military exercises or movements, referred to in this section as "manoeuvres", over and on such parts of Canada and during such periods as are specified.
 - (2) Notice of manoeuvres shall, by appropriate publication, be given to the inhabitants of any area concerned.
 - (3) Units and other elements of the Canadian Forces may execute manoeuvres on and pass over such areas as are specified under (1), stop or control all traffic thereover whether by water, land or air, draw water from such sources as are available, and do all things reasonably necessary for the execution of the manoeuvres.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 8****PROJECT:** Use of Cree Lands for navigational aids**RESPONSIBILITY:** Canada – Department of Fisheries and Oceans – Canadian Coast Guard (CCG); GCC(EI) Designated Organization (GDO); Arbitrators

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO of any proposal to establish navigational aids in accordance with subsection 7.3.11	CCG	Prior to establishing navigational aids on Cree Lands
2	Enter into negotiation to conclude agreement regarding terms and conditions pursuant to subsections 7.3.4 and 7.3.5, if required	CCG, GDO	Following notification under Activity 1
3	Enter into agreement regarding terms and conditions for navigational aids	CCG, GDO	After agreement reached by the parties
4	If agreement cannot be reached as per Activity 3, refer matter to Arbitration	CCG, GDO	As soon as possible after the parties fail to reach an agreement
5	Initiate and conclude Arbitration process as per Activity Sheet # 31-2	CCG, GDO, Arbitrators	As soon as practicable and as agreed by the parties
6	Enter into agreement regarding terms and conditions and establish navigational aids on Cree Lands, if required	CCG, GDO	After Arbitration process concluded
7	Maintain navigational aids on Cree Lands	CCG	As required

OBLIGATIONS ADDRESSED:

7.3.11 Subject to subsections 7.3.3, 7.3.4, 7.3.5 and 7.3.7, Government may maintain and establish navigational aids on Cree Lands. Navigational aids shall be the property of Government and may not be interfered with by any Person while such aids are on Cree Lands or in Water on Cree Lands.

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RELATED CLAUSES:

Chapter 1	Definition of “Arbitration”
Chapter 1	Definition of “Arbitrator”
7.2.5	Conditions for rights of access to Cree Lands
7.3.1	Rights of access for agents, employees and contractors of Government and members of the Canadian Forces and peace officers
7.3.2	Continuing use or occupancy of Cree Lands
7.3.3	Government liability for damages caused to Lands
7.3.4	Terms and conditions for exercising Government access
7.3.5	Terms and conditions for Government access under 7.3.4
7.3.7	Damages to Cree Lands
7.3.12	Right of access not subject to the payment of any fee
Chapter 31	Dispute Resolution Process

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS

1. Persons exercising access rights under Chapter 7 shall acquire appropriate authorizations where required, including those relating to development impact assessment, prior to the exercise of those rights. (7.6.1)
2. It is assumed that if damages result from access to Cree Lands for purposes of navigational aids pursuant to subsection 7.3.11, Government and the GDO will agree on compensation for damages as per subsection 7.3.7.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 9****PROJECT:** Expropriation of Cree Lands**RESPONSIBILITY:** Federal or Territorial expropriating authority (Expropriating Authority); GCC(EI) Designated Organization (GDO); Mediator; Arbitrators; Arbitration committee under the *National Energy Board Act* (Arbitration Committee); Governor in Council**PARTICIPANTS/LIAISON:** Government of Nunavut – Registrar (Registrar)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Serve notice to the GDO of the intention to expropriate an interest in Cree Lands	Expropriating Authority	As soon as possible once intention to expropriate Cree Lands is known
2	Allow GDO to object to the expropriation and provide an opportunity to be heard on that objection	Expropriating Authority	As provided for under appropriate federal or territorial expropriation Legislation
3	Offer compensation payable to the GDO in the form of alternate lands or a combination of lands and money	Expropriating Authority	After notice served as per Activity 1 and objections heard as per Activity 2
4	Consider compensation offer made by the Expropriating Authority and respond to the offer	GDO	Within reasonable time period specified by Expropriating Authority
5	Enter into agreement for the expropriation of Cree Lands subject to approval by Governor in Council	Expropriating Authority, GDO	After agreement reached by the parties
6	If agreement cannot be reached as per Activity 5, refer the matter to mediation or Arbitration in accordance with subsection 7.4.8	Expropriating Authority, GDO	When GDO and Expropriating Authority are unable to agree on compensation
7	Determine compensation payable based on subsection 7.4.9	Mediator; Arbitrators; or Arbitration Committee	As appropriate, when the matter of compensation goes to mediation or Arbitration

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Enter into agreement for expropriation of Cree Lands according to Mediator's, Arbitrators' or Arbitration Committee's determination and subject to approval by order of the Governor in Council	Expropriating Authority, GDO	As soon as possible after Activity 7
9	Approve expropriation by specific order of the Governor in Council	Governor in Council	After form and amount of compensation has been determined and agreed upon by parties

OBLIGATIONS ADDRESSED:

- 7.4.1 Any Person or authorized representative of any Person, who has power of expropriation under federal or territorial Legislation (“expropriating authority”), may exercise that power of expropriation in accordance with Laws of General Application as qualified by this Agreement. However, Cree Lands may only be expropriated for a public work or for a public purpose.
- 7.4.3 Any and all expropriation shall be approved by a specific order of the Governor in Council.
- 7.4.5 Where an interest in Cree Lands is expropriated, the expropriating authority shall, if reasonably possible, offer compensation in the form of replacement Lands of equivalent utility and value in the EMR, or a combination of Lands and money.
- 7.4.8 Where the GDO and the expropriating authority continue to disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be determined:
- (a) by Arbitration, other than for expropriation under the *National Energy Board Act*, R.S.C. 1985, c. N-7; or
 - (b) for expropriation under the *National Energy Board Act* by an arbitration committee appointed under the Act that shall include at least one nominee of the GDO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in subsection 7.4.9.

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RELATED CLAUSES:

- 5.4.1 Cree Lands not to be conveyed, transferred or otherwise disposed of by GDO
- 7.4.2 Government of Nunavut has no more extensive powers of expropriation than Provinces
- 7.4.4 Minimum procedures for expropriation Legislation after the Effective Date of the Agreement
- 7.4.6 Re-acquisition of previously expropriated Lands
- Chapter 31 Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Prior to initiating expropriation, the Parties may consider the disposition of interest in Cree Lands by way of concensual agreement (refer to Activity Sheet # 5-1).
2. Cree Lands may only be expropriated for a public work or for a public purpose (7.4.1)
3. Any expropriation Legislation coming into force after the Effective Date of the Agreement shall, insofar as it applies to Cree Lands, provide for minimum procedures as specified in subsection 7.4.4.
4. Where the expropriating authority acquires an estate in fee simple, those Lands shall no longer be Cree Lands. Lands acquired as compensation for expropriation shall be Cree Lands. (7.4.6)
5. The GDO is not required to take compensation in the form of replacement Lands. (7.4.7)
6. For expropriation under the *National Energy Board Act*, the final determination of any compensation payable shall be determined by an arbitration committee appointed under the Act that shall include at least one nominee of the GDO. The Minister in establishing the arbitration committee shall choose members who have special knowledge of, and experience related to, the criteria set out in subsection 7.4.9 (7.4.8)
7. In determining the amount of compensation payable to the GDO, the Arbitrators or the committee shall be guided by:

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- a) the value of the Land taking into account all just and appropriate factors that can be substantiated in the circumstances;
 - b) loss of use to the GDO and to the Crees;
 - c) the effect on Harvesting by Crees;
 - d) the adverse effect of the taking, upon Lands retained by the GDO;
 - e) damage which may be caused to the Land taken or otherwise;
 - f) nuisance, inconvenience and noise to the GDO and to the Crees;
 - g) the cultural attachment of Crees to the Lands;
 - h) the peculiar and special value of the Land to Crees;
 - i) the effect on rights and benefits otherwise provided to Crees by the Agreement;
 - j) an amount to cover reasonable costs associated with the GDO inspections as deemed appropriate by the Arbitrators or the committee;
 - k) an amount to cover reasonable costs to the GDO associated with the Arbitration or the committee process; and
 - l) any other factors as may be provided for in Legislation. (7.4.9)
8. Where an expropriating authority would have a power of expropriation of Cree Lands, or an interest therein under subsection 7.4.1, that power may not be executed if twelve percent (12%) of all Cree Lands vesting on the Effective Date of the Agreement or an interest therein has already been and remains expropriated. (7.4.10)
9. In calculating the areas expropriated in subsection 7.4.10, no account shall be taken of those situations in which the GDO accepted replacement Lands pursuant to subsection 7.4.5. (7.4.11).
10. It is assumed that each order of the Governor in Council approving a specific expropriation, will provide for the re-acquisition of the Lands as Cree Lands in the event that the Lands, which are to be expropriated, are no longer required for the purposes for which they are being expropriated. (7.4.6)

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11. Persons exercising access rights under Chapter 7 shall acquire appropriate authorizations where required, including those relating to development impact assessment, prior to the exercise of those rights. (7.6.1)
12. It is assumed that, if Land is given to the Crees as compensation, the Registrar shall be notified, the Cree title shall be recorded and a certificate of title issued.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 10****PROJECT:** **Re-acquisition of expropriated Cree Lands****RESPONSIBILITY:** Federal or Territorial expropriating authority (Expropriating Authority); GCC(EI) Designated Organization (GDO); Mediator; Arbitrators; Arbitration committee under the *National Energy Board Act* (Arbitration Committee)**PARTICIPANTS/LIAISON:** Government of Nunavut – Registrar (Registrar)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine which previously expropriated lands are no longer required and provide an option to the GDO to re-acquire these lands as Cree Lands	Expropriating Authority	Immediately following such a determination
2	Respond to the offer in Activity 1 and enter into negotiations to reach agreement on the price of any significant improvements to the land or on the terms and conditions for the removal of such improvements	GDO, Expropriating Authority	Within 6 months of the option provided in Activity 1
3	Enter into agreement for the re-acquisition of lands as Cree Lands	Expropriating Authority, GDO	After agreement reached by the parties
4	If agreement cannot be reached as per Activity 3, refer the matter to mediation or Arbitration in accordance with subsection 7.4.8	Expropriating Authority, GDO	When GDO and Expropriating Authority are unable to reach agreement
5	Determine amount of compensation for the re-acquisition of the lands	Mediator, Arbitrators, or Arbitration Committee	As appropriate, after the matter submitted to mediation or Arbitration
6	Enter into agreement for re-acquisition of lands as Cree Lands according to Mediator's, Arbitrators' or Arbitration Committee's determination of compensation	Expropriating Authority, GDO	As soon as possible after Activity 5
7	Transfer Lands to the GDO based on terms and conditions of agreement reached under Activities 3 or 6	Expropriating Authority	As soon as possible after Activities 3 or 6

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OBLIGATIONS ADDRESSED:

7.4.6 Where the expropriating authority acquires an estate in fee simple, those Lands shall no longer be Cree Lands. Replacement Lands acquired as compensation for expropriation shall become Cree Lands. Where Lands which have been expropriated are no longer required for the purposes for which they were expropriated, the GDO shall have an option for six (6) months following such a determination to re acquire those Lands as Cree Lands for the same consideration as was provided to it by the expropriation authority. In the event significant improvements were made to the Lands by Government, the parties will negotiate either an acceptable price for the improvement or the terms and conditions for the removal of such improvements. If the parties are unable to agree on a price, the matter shall be referred to Arbitration or to the committee referred to in subsection 7.4.8 b).

RELATED CLAUSES:

- Chapter 1 Definition of “Arbitration”
- Chapter 1 Definition of “Arbitrators”
- 7.4.1 Expropriation for a public work or for a public purpose
- 7.4.3 Any and all expropriation shall be approved by a specific order of the Governor in Council
- 7.4.5 Compensation in the event of expropriation of Cree Lands
- 7.4.8 If unable to agree on price for re-acquisition of Cree Lands, matter to be determined by Arbitration
- 7.4.9 Elements to guide determination of the amount of compensation
- Chapter 31 Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINE, AND EXPLANATIONS

1. The re-acquisition of Cree Lands as described in this Activity Sheet would only occur after the earlier expropriation of such Lands by any Person or authorized representative of any Person, who has power of expropriation under federal or territorial Legislation,

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who exercised that power of expropriation in accordance with Laws of General Application as qualified by the Agreement as described in Activity Sheet # 7-9.

2. It is assumed that each order of the Governor in Council approving a specific expropriation, (7.4.3) will provide for the re-acquisition of the Lands as Cree Lands in the event that the Lands, which are to be expropriated, are no longer required for the purposes for which they are being expropriated. (7.4.6)
3. It is assumed that, once the expropriated lands have been re-acquired by the Crees as Cree Lands, the Registrar shall be notified, the Cree title shall be recorded and a certificate of title issued.

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CHAPTER 7 – ENTRY AND ACCESS**SHEET # 7 - 11****PROJECT:** Access to sand and gravel on Cree Lands**RESPONSIBILITY:** Canada; Government of Nunavut (GN); GCC(EI)
Designated Organization (GDO); arbitrators

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request access to Cree Lands to obtain sand and gravel and other like construction materials for public purposes	Canada or GN	As required
2	Respond to the request in Activity 1 and enter into negotiations to reach agreement on price and on the terms and conditions set out in subsections 7.5.4 and 7.5.5	GDO, Canada or GN	In a timely fashion
3	Enter into agreement providing permission for Government to obtain sand and gravel and other like construction materials	GDO; Canada or GN	After agreement reached in Activity 2
4	If agreement cannot be reached as per Activity 3, refer the matter to Arbitration	GDO; Canada or GN	As soon as possible after the parties fail to reach agreement
5	Initiate and conclude Arbitration process as per Activity Sheet # 31-2	GDO; Canada or GN; Arbitrators	As soon as practicable and as agreed by the parties
6	Exercise right of access subject to terms and conditions for access and compensation for access as established by the Arbitration process	Canada or GN	Following issuance of entry order by Arbitrators
7	Rehabilitate site as provided under 7.5.5	Canada or GN	As agreed by parties or as set out in the entry order issued by the Arbitrators

OBLIGATIONS ADDRESSED:

7.5.1 Notwithstanding anything in this Agreement, if Government requires sand and gravel and other like construction materials from Cree Lands for public purposes but the GDO refuses to permit Government to take the

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said materials, Government may refer the matter to Arbitration for the purposes of obtaining an entry order enabling the removal of such material.

7.5.2 The Arbitrators shall grant an entry order if, and only if, they determine that:

- (a) the materials are required for public purposes and no alternative supply is reasonably available; and
- (b) no competing Cree need for those materials in that location then exists and no alternative supply for that need is reasonably available.

7.5.3 If an entry order is granted, Government shall pay the GDO for the materials removed, the greater of:

- (a) \$1.00 (1993\$) per cubic meter, valued at the Effective Date of this Agreement and indexed thereafter by the Final Domestic Demand Implicit Price Index; or
- (b) the royalty rate imposed by the Crown, as amended from time to time, on the extraction of such materials from Crown Lands.

7.5.4 The Arbitrators shall determine the terms and conditions for access and compensation for access, and such compensation shall be determined in accordance with subsection 7.4.9. The calculation of compensation shall not take into account any amount mentioned in subsection 7.5.3, or the payment of any entry fee required by Legislation.

7.5.5 An entry order shall include terms and conditions to minimize the damage and interference with Cree use, and shall also provide that Government rehabilitate the site.

RELATED CLAUSES:

- Chapter 1 Definition of “Arbitration”
- Chapter 1 Definition of “Arbitrators”
- 7.4.9 Determining compensation payable

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Chapter 31 Dispute Resolution Processes

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. If Government and the GDO fail to reach agreement permitting Government to access sand and gravel and other like construction materials for public purposes, the Arbitrators shall determine the terms and conditions for access and compensation for access. (7.5.4)

2. The calculation of compensation for access shall not take into account any amount mentioned in subsection 7.5.3, or the payment of any entry fee required by Legislation (7.5.4)

3. Compensation for access shall be determined by:
 - a) the value of the Land taking into account all just and appropriate factors that can be substantiated in the circumstances;
 - b) loss of use to the GDO and to the Crees;
 - c) the effect on Harvesting by Crees;
 - d) the adverse effect of the taking, upon Lands retained by the GDO;
 - e) damage which may be caused to the Land taken or otherwise;
 - f) nuisance, inconvenience and noise to the GDO and to the Crees;
 - g) the cultural attachment of Crees to the Land;
 - h) the peculiar and special value of the Land to Crees;
 - i) the effect on rights and benefits otherwise provided to Crees by the Agreement;
 - j) an amount to cover reasonable costs associated with the GDO inspections as deemed appropriate by the Arbitrators or the committee;
 - k) an amount to cover reasonable costs to the GDO associated with the Arbitration or the committee process; and
 - l) any other factors as may be provided for in Legislation.

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4. Persons exercising access rights under Chapter 7 shall acquire appropriate authorizations where required, including those relating to development impact assessment, prior to the exercise of those rights. (7.6.1)
5. If GDO and Government fail to reach an agreement under Activity 3 the matter may be referred to dispute resolution processes under Chapter 31

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 1**

PROJECT: Establishment of Eeyou Marine Region Planning Commission

RESPONSIBILITY: Canada; Government of Nunavut (GN); GCC(EI) Designated Organization (GDO); Canada – Minister of Indian Affairs and Northern Development (DIAND – Minister); Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO); Eeyou Marine Region Planning Commission (EMRPC); Government of Nunavut – Minister responsible for Renewable Resources (GN – Minister)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
INITIAL APPOINTMENT			
1	Identify nominees to be recommended and nominated for appointment to the EMRPC	Canada, GN, GDO	Prior to Effective Date of the Agreement
2	Recommend to the Minister (DIAND) one Government member each to be on the EMRPC	Canada, GN	As soon as possible following Effective Date
3	Provide the name of two (2) nominees to the Minister (DIAND)	GDO	As soon as possible following Effective Date
4	Appoint members to the EMRPC from the recommendations under Activity 2 and nominations under Activity 3 for terms of three (3) or four (4) years according to subsection 8.4.9	DIAND – Minister	As soon as possible after Activities 2 and 3
5	Call initial meeting of the EMRPC	DIAND – JBIO	As soon as practicable after Activity 4
APPOINTMENT OF CHAIRPERSON			
6	Identify nominees for chairperson of the EMRPC and provide the name to the Minister (DIAND)	EMRPC	At initial meeting of the EMRPC or as soon as possible thereafter
7	Consult with GN and the GDO about nominees for chairperson provided by the EMRPC	DIAND – JBIO	As soon as practicable after Activity 6

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
8	Appoint chairperson of the EMRPC for a term of three (3) years	DIAND – Minister	As soon as practicable after Activity 7
9	Nominate or recommend an additional member if the chairperson that has been appointed is already a member of the EMRPC	GDO or Canada or GN	If necessary as soon as possible after Activity 8
10	Appoint nominee or recommended person as additional member	DIAND – Minister	As soon as practicable after Activity 9
ALTERNATE OR REPLACEMENT MEMBER			
11	Nominate alternates for one of its members of the EMRPC	GDO	At discretion from time to time
12	Nominate or recommend a replacement member if a vacancy occurs for the remainder of the term	GDO or Canada or GN	As a vacancy occurs
13	Appoint nominee or recommended person as alternate or replacement member, as the case may be, under Activity 11 or Activity 12	DIAND – Minister	As soon as practicable after Activity 11 or Activity 12

OBLIGATIONS ADDRESSED:

8.4.1 The Eeyou Marine Region Planning Commission (EMRPC) is hereby established as an institution of public government with the major responsibilities to:

- (a) establish broad planning policies, objectives and goals for the EMR in conjunction with Government;
- (b) develop, consistent with other provisions of this Chapter, land use plans that guide and direct Resource use and development in the EMR; and
- (c) generally, fulfill the objectives of this Agreement in the manner described, and in accordance with the general principles mentioned in subsection 8.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the GDO.

8.4.5 The size and makeup of the membership of the EMRPC may vary, but the governments of Canada and Nunavut shall each recommend at least one (1) member and the GDO shall nominate a number of members equal

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to the total number recommended by Government. The EMRPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.

8.4.7 The GDO shall have the right to substitute from time to time alternates for its nominated members in order to ensure appropriate representation for the region for which planning is being conducted at any one time. Such alternates shall be appointed in a manner consistent with subsection 8.4.5.

8.4.9 From nominations provided by the members recommended and nominated pursuant to subsection 8.4.5, the Minister of Indian Affairs and Northern Development, in consultation with the Minister responsible for Renewable Resources of the government of Nunavut and the GDO shall appoint a further member to act as a chairperson. A member of the EMRPC may be nominated as chairperson and another member may be appointed as a replacement pursuant to subsection 8.4.11.

8.4.11 Where a vacancy occurs, a replacement member may be nominated or recommended for the remainder of the term of the vacant member by the body nominating or recommending the member under subsections 8.4.5 or 8.4.9. Upon receiving the recommendation or nomination the Minister shall appoint the replacement member.

RELATED CLAUSES:

8.1.2 Government departments and agencies to implement land use plans

8.1.3 Chapter applies to Land and Marine Areas within EMR

8.2 Planning Principles, Policies, Priorities and Objectives

8.3 Land Use Plans

8.4.4 Role and responsibility of EMRPC

8.4.6 Federal and territorial public servants not to be appointed to EMRPC

8.4.13 to 8.4.14 Matters binding on EMRPC

Schedule 8-1 Oath of office for EMRPC members

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FUNDING:

1. The costs of the EMRPC are the responsibility of Government. The EMRPC is to prepare an annual budget, subject to review and approval by Government. (8.4.3)
2. Funding for the operation and administration of the EMRPC is identified in Activity Sheet # 8-2. Funding for the development of a land use plan for the EMR is identified in Activity Sheet # 8-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The head office of the EMRPC is to be in Eeyou Istchee. (8.4.2)
2. Federal and territorial public servants cannot be appointed to the EMRPC. (8.4.6)
3. Members are to be appointed for a term of three (3) years. (8.4.8)
4. The chairperson or other member of EMRPC may be removed for cause. (8.4.10)
5. Where a vacancy occurs, a replacement member may be nominated or recommended for the remainder of the term of the vacant member by the body nominating or recommending the member under subsections 8.4.5 or 8.4.9. Upon receiving the recommendation or nomination the Minister shall appoint the replacement member. (8.4.11)
6. A member may be reappointed. (8.4.12)
7. To initiate the start-up of the EMRPC, the DIAND James Bay Implementation Office shall facilitate the calling of the first meeting where oath of office will be received and nominations for the position of chairman will be made by members of the EMRPC. Thereafter meetings would be at the call of the chairman.
8. As provided for under subsections 8.4.5, it is recognized that the size and makeup of the membership of the EMRPC may vary. However, the detailed cost and worksheet notes that have been prepared for the EMRPC, for the initial ten-year planning period, have assumed that membership of the EMRPC will consist of two members nominated by the GDO, one member recommended by the Government of Canada, and one member recommended by the Government of Nunavut, for a total of four members plus a chairperson. If additional members were to be added to the EMRPC during the planning period, the budget would have to be adjusted accordingly.
9. For budget estimate purposes it has been assumed that the chairperson of the EMRPC will be from Eeyou Istchee.

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10. Nominations by the GDO and recommendation by GN pursuant to subsection 8.4.5 shall be communicated to the following address:

Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau QC
Postal Address: Ottawa, ON K1A 0H4

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 2****PROJECT:** **Operation and administration of EMRPC****RESPONSIBILITY:** Eeyou Marine Region Planning Commission (EMRPC); Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO); federal and territorial government departments and agencies (Departments and Agencies)**PARTICIPANTS/LIAISON:** Nunavut Planning Commission; Nunavik Marine Region Planning Commission; Canada – Minister of Indian Affairs and Northern Development; Government of Nunavut – Minister responsible for Renewable Resources; Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold meetings, conduct business and perform their duties in accordance with subsections 8.4.4, 8.4.13, 8.4.14 and 8.4.17 to 8.4.19	EMRPC	As soon as possible after establishment of EMRPC as per Sheet # 8-1
2	Establish by-laws and rules with regard to the conduct of business in accordance with subsections 8.4.15 and 8.4.16	EMRPC	As soon as possible after the Effective Date of the Agreement
3	Prepare and submit an annual budget to DIAND – JBIO for review and approval	EMRPC	At least sixty (60) days prior to start of each fiscal year
4	Review and approve budget prepared by EMRPC	DIAND – JBIO	As soon as possible after Activity 3
5	Hire administrative staff and engage other professional and technical advisors and consultants necessary to conduct the EMRPC business in accordance with subsection 8.4.18	EMRPC	As soon as practicable upon establishment of the EMRPC

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Provide to the EMRPC any information relevant to a matter before the EMRPC	Departments and Agencies	As required
7	Coordinate EMRPC activities with the NMRPC and NPC, as well as other similar institutions having jurisdiction over areas adjacent to the EMR in accordance with subsection 8.4.19	EMRPC	As required by Legislation
8	Report annually to Government Ministers and the GDO on the implementation of the land use plan in accordance with paragraph 8.4.4 m) and; Report periodically on the Ecosystemic and socio economic environment of the EMR in accordance with paragraph 18.7.6 b)	EMRPC	As required

OBLIGATIONS ADDRESSED:

8.4.4 Consistent with this Agreement, the EMRPC shall:

- (a) identify planning regions;
- (b) identify specific planning objectives, goals and variables that apply to planning regions and are consistent with the broader objectives and goals;
- (c) contribute to the development and review of Arctic and sub Arctic policies;
- (d) disseminate information and data;
- (e) solicit opinions from Cree Bands, Cree community residents and others about planning objectives, goals and options of the region;
- (f) prepare and circulate draft land use plans;
- (g) promote public awareness and discussion and conduct public hearings and debate throughout the planning process;
- (h) recommend plans to the Minister;

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- (i) consider modifications requested by the Minister in the event that a draft plan is rejected;
- (j) consider amendments to a land use plan in accordance with this Chapter;
- (k) determine whether a Project Proposal is in conformity with a land use plan;
- (l) monitor projects to ensure that they are in conformity with land use plans; and
- (m) report annually to the Minister and the GDO on the implementation of land use plans.

8.4.13 The chairperson and other members shall perform their duties in accordance with:

- (a) an oath following the form set out in Schedule 8-1, taken and subscribed before assuming office before an officer authorized by Law to administer oaths;
- (b) rules relating to conflict of interest set out in applicable federal and territorial Legislation, provided that, where a matter before the EMRPC affects the Crees in a general way, a member shall not be considered to have a conflict solely on the basis that the member is Cree; and
- (c) the terms of this Agreement.

8.4.14 The EMRPC shall conduct its business in Canada's official languages as required by Legislation or policy and, upon request of any member, also in the Cree language.

8.4.15 In establishing by laws, rules and procedures the EMRPC shall, to the extent possible consider and take into account the by laws and rules of the Nunavut Planning Commission and of the Nunavik Marine Region Planning Commission.

8.4.16 Subject to subsection 8.4.15 the EMRPC may make by laws and rules respecting:

- (a) the calling of meetings and sittings of the EMRPC;

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- (b) the conduct of business at meetings of the EMRPC and the establishment of technical panels of the EMRPC;
- (c) the procedures for making submissions, representations and complaints to the EMRPC;
- (d) the procedures for collecting information and opinions, including the procedures for conducting formal and informal public hearings;
- (e) generally the manner of conducting the business of or before the EMRPC; and
- (f) the admissibility of evidence.

8.4.17 In conducting its hearings, the EMRPC shall:

- (a) at all times, give weighty consideration to the tradition of Cree oral communication and decision making; and
- (b) allow standing at all hearings to a GDO.

8.4.18 The EMRPC may, within its approved budget, engage and fix the remuneration of experts or anyone having technical or special knowledge to assist the EMRPC.

8.4.19 The EMRPC shall make best efforts to coordinate the discharge of its powers, functions or duties with adjacent institutions.

RELATED CLAUSES:

6.2.1 Establishment of Protected Areas to be in conformity with land use plan

6.2.2 Plan not to apply within or amend boundaries of Protected Areas once established

6.5.2 Establishment of Marine Protected Areas to be in conformity with land use plan

6.5.3 Plan not to apply within or amend boundaries of Marine Protected Areas once established

8.1.1 Definition of “Land”

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- 8.1.2 Government departments and agencies to implement land use plans
- 8.1.3 Chapter applies to Land and Marine Areas within EMR
- 8.2.1 Principles to guide development of planning policies
- 8.2.2 Objectives of planning process
- 8.2.3 Factors to be taken into account
- 8.3.1 Required contents of land use plans
- 8.3.2 Purpose of land use plans
- 8.3.3 Land use plans to contain an implementation strategy
- 8.4.1 to 8.4.3 Establishment of the EMRPC
- 8.4.5 to 8.4.12 Composition and appointment of EMRPC
- 8.5 Development and Review of Land Use Plans
- 8.6 Amendment of Land Use Plans
- 13.2.2b) EMRWB Wildlife management recommendations to be sent to EMRPC
- 16.7 EMRPC may make recommendations to Government or Government agencies regarding any marine area outside of the EMR
- 21.3 Relationship to the Land Use Planning Provisions
- 18.7.6 EMRPC to coordinate with Government in developing general monitoring plan and report periodically on the Ecosystemic and socio economic environment of the EMR
- 18.7.7 Delegation of EMRPC functions under subsection 18.7.6
- 18.9.10 Copies of project Certificates and approvals to be sent to EMRPC
- 30.5 EMRPC jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement

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- 30.6 Operation and management of the NMRPC and the EMRPC land use planning regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. Identified funding, Eeyou Marine Region Planning Commission (2008 constant dollars):

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 317,498	\$ 248,748	\$ 223,024	\$ 223,024	\$ 223,024

Year 6	Year 7	Year 8	Year 9	Year 10
\$ 223,024	\$ 223,024	\$ 223,024	\$ 223,024	\$ 223,024

2. The detailed cost and worksheet notes for the Eeyou Marine Region Planning Commission are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided for the operation and administration of the EMRPC, and it is not intended that the commission shall be constrained to any particular line item.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- As provided for under subsection 8.4.5, it is recognized that the size and makeup of the membership of the EMRPC may vary. However, the detailed cost and worksheet notes that have been prepared for the EMRPC, for the initial ten (10) year planning period, have assumed that membership of the EMRPC will consist of two members nominated by the GDO, one member recommended by the Government of Canada, and one member recommended by the Government of Nunavut, for a total of four members plus a chairperson. If additional members were to be added to the EMRPC during the initial ten (10) year planning period, the budget would have to be adjusted accordingly.
- It is also assumed that the chairperson of the EMRPC will be from Eeyou Istchee (i.e., for budget estimate purposes).
- As provided under subsection 8.4.15, it is assumed that the by-laws and rules of procedure for conducting business by the EMRPC will largely mirror those of the

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Nunavut Planning Commission (NPC) and the Nunavik Marine Region Planning Commission (NMRPC) with adjustments as appropriate to reflect the fact that the EMRPC is a separate institution of public government.

4. As provided under Activity Sheet # 30-1, the EMRPC will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.
5. It is assumed that the Eeyou Marine Region Impact Review Board (EMRIRB) shall share offices and administrative staff with the EMRPC. As well, as provided under subsection 8.4.2, it is assumed that the head office and administrative staff of the EMRPC will be located within Eeyou Istchee. This means that the offices of the EMRPC and the EMRIRB will have to be co-located in a community in the Eeyou Istchee region and that the secretariat and other administrative services will be shared between the two offices. The budgetary impacts related to the sharing of facilities and various administrative services are reflected in the detailed cost and worksheet notes that have been prepared for this Activity Sheet and for Activity Sheet # 18-2.
6. With regard to the preparation of an annual budget for the EMRPC, and the submission of the draft budget to Government for review and approval as provided for under subsection 8.4.3, it is expected that the draft budgets will be submitted sixty (60) days prior to the beginning of a fiscal year.
7. The annual budget submissions should be sent to the following:

Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau QC
Postal Address: Ottawa, ON K1A 0H4
8. For purposes of reporting annually, as specified under Activity 8, the EMRPC shall provide a report within ninety (90) days of the end of the fiscal year to: the GCC(EI) or GCC(EI) Designated Organization (GDO); Canada - Minister of Indian Affairs and Northern Development; and, the Government of Nunavut - Minister responsible for Renewable Resources.

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COST WORKSHEET - EYYOU MARINE REGION PLANNING COMMISSION

Project: Eeyou Marine Region Planning Commission - Operation and Administration Costs										\$2008 Constant
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
COMMISSION COSTS										
Honoraria: Chairperson:	17,550	17,550	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Members (4)	10,800	10,800	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
Airfare	20,400	20,400	13,600	13,600	13,600	13,600	13,600	13,600	13,600	13,600
Meals & incidentals	4,893	4,893	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262
Accommodations	6,570	6,570	4,380	4,380	4,380	4,380	4,380	4,380	4,380	4,380
Meeting room rental	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Training	851	851	684	684	684	684	684	684	684	684
STAFF COSTS (50%)										
Regional Planner	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151
Benefits	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275
Administrative Assistant	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606
Benefits	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896
Hiring and relocation	5,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
OPERATIONAL TRAVEL										
Airfare - inside and outside EMR	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356
Airfare - Staff to Commission meetings	1,866	1,866	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244
Meals and incidentals	3,914	3,914	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588
Accommodations	6,746	6,746	6,308	6,308	6,308	6,308	6,308	6,308	6,308	6,308
OFFICE COSTS (50%)										
Rent	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Office equipment & supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Communications	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Public information & advertising	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Computer, printer, software	3,750	750	750	750	750	750	750	750	750	750
Books and periodicals	375	375	375	375	375	375	375	375	375	375
Office furnishings	7,500	500	500	500	500	500	500	500	500	500
OTHER										
Translation - fees	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
GIS and data acquisition	35,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Professional services	50,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Web site development & maintenance	10,000	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Audit fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
GRAND TOTAL	317,498	248,748	223,024	223,024	223,024	223,024	223,024	223,024	223,024	223,024

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COST WORKSHEET NOTES

Eeyou Marine Region Planning Commission

- Honoraria for chairperson: \$325 per day
- Honoraria for four (4) Members: \$225 per day
- Commission meetings costed on the basis of 3 meetings per year of 2 days duration each for first two years and 2 meetings per year thereafter
- Honoraria for chairperson includes 36 days for other Commission work in addition to the time necessary to prepare for and attend Commission meetings
- Meeting room costs estimated at \$250 per day
- Salary for staff positions costed at the mid-range of the classification and the salary and benefits for the staff positions are shared 50/50 with the Eeyou Marine Region Impact Review Board (EMRIRB)
- Operational travel costed on the basis of 4 trips per year within Eeyou Istchee and 4 trips per year to destinations outside Eeyou Istchee by the staff or chairperson for purposes of liaison with either government officials or other institutions of public government (IPGs)
- Meal allowances and incidental expenses based on federal travel directive rates
- Accommodations for persons on travel status averaged at \$146 per night, which reflects the cost of hotel rates in Eeyou Istchee
- Office costs are shared 50/50 with the Eeyou Marine Region Impact Review Board
- Office rent based on \$2,000 per month for 3 offices and a common use area
- Office costs based on equipment and supplies for 3 people (2 staff plus chairperson)
- Office communications costs have been averaged at \$250 per person per month
- Computer equipment start-up costs are estimated at \$7,500 and software license and upgrades are costed at \$500 per person per year thereafter
- Office furnishings costed at \$15,000 for first year and \$1,000 thereafter
- Translation fees and expenses for the EMRPC are based on 40 days of translation work at \$450 per day
- Geographic Information System and data acquisition costs estimated at \$35,000 for first year and \$5,000 thereafter
- Professional services costed at \$50,000 in first year and \$25,000 per year thereafter
- Web site costed at \$10,000 in each of first two years and \$2,500 per year thereafter
- Audit fees costed at \$5,000 per year

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 3****PROJECT:** Development of a land use plan for the EMR**RESPONSIBILITY:** Eeyou Marine Region Planning Commission (EMRPC); GCC(EI) Designated Organization (GDO); Canada – Minister of Indian Affairs and Northern Development (DIAND – Minister); Government of Nunavut – Minister responsible for Renewable Resources (GN – Minister)**PARTICIPANTS/LIAISON:** Nunavut Planning Commission (NPC); Canada – Minister of Indian Affairs and Northern Development; Government of Nunavut – Minister responsible for Renewable Resources; Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Prepare budget for development of land use plan and submit to DIAND - JBIO for review and approval, identifying the amounts required in any given fiscal year	EMRPC	At least sixty (60) days prior to start of fiscal year
2	Prepare an initial draft land use plan for the EMR	EMRPC	After such initial consultation as EMRPC finds appropriate
3	Make draft land use plan public and solicit comments from appropriate departments and agencies, GDOs, Cree communities and the general public	EMRPC	Upon completion of a draft land use plan under Activity 2
4	Conduct public hearings in Cree communities on the draft land use plan	EMRPC	Number of hearings and Schedule to be determined by the EMRPC
5	Evaluate initial draft land use plan in light of public hearings, revise the draft plan, prepare written report on the hearings and make public revised plan	EMRPC	As appropriate upon completion of Activity 4

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Where the revised draft plan applies to Cree Lands, submit the draft plan to the GDO	EMRPC	As soon as possible after Activity 5
7	Give full and fair consideration of the draft land use plan submitted by the EMRPC	GDO	As soon as practicable following completion of Activity 6
8	Accept the draft land use plan or refer back to the EMRPC for reconsideration with written reasons	GDO	As soon as practicable upon receipt of the draft land use plan
9	Reconsider the draft land use plan in light of written reasons and resubmit plan to the GDO for final consideration; may make reasons of GDO public	EMRPC	When referred back to the EMRPC under Activity 8
10	Submit the draft land use plan as revised, to the appropriate Ministers along with a written report on the public hearings and make the revised draft plan public	EMRPC	As soon as practicable upon completion of revisions to the draft land use plan
11	Accept jointly the draft land use plan or refer back to the EMRPC for reconsideration with written reasons	DIAND – Minister GN – Minister	As soon as practicable upon receipt of the draft land use plan
12	Reconsider plan in light of written reasons and resubmit plan to the appropriate Ministers for final consideration; may make reasons of Ministers public	EMRPC	When referred back to the EMRPC under Activity 11
13	Submit plan for formal approval and commitment by the Federal Cabinet and by the Executive Council of Nunavut	DIAND – Minister GN – Minister	As soon as possible after joint acceptance of the plan by the Ministers

OBLIGATIONS ADDRESSED:

- 8.5.1 An EMR land use plan shall be formulated by the EMRPC to guide and direct short term and long term development in the EMR. Regional or sub-regional components of the land use plan shall be implemented where approved pursuant to subsection 8.5.11.
- 8.5.2 The first stage of the formulation of a land use plan, after such consultation as the EMRPC finds appropriate, shall be the preparation of a draft land use plan by the EMRPC.

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- 8.5.3 The EMRPC shall prepare a draft land use plan and, upon completion, shall make the draft land use plan public and solicit written or oral comments from all appropriate Government agencies, GDOs, communities and the general public.
- 8.5.4 The EMRPC shall:
- (a) conduct public hearings on the draft plans;
 - (b) evaluate the draft plans in light of representations made at the public hearings; and
 - (c) as appropriate, revise the draft plans.
- 8.5.5 Where a draft plan applies to Cree Lands, prior to submitting the revised draft plan to the Minister of Indian Affairs and Northern Development and the Minister responsible for Renewable Resources of the government of Nunavut, as required by subsection 8.5.7, the EMRPC shall submit the revised draft plan to the GDO. The EMRPC shall also make the revised draft land use plan public.
- 8.5.6 Upon receipt of a revised draft land use plan that applies to Cree Lands, the GDO shall, as soon as practicable:
- (a) accept the plan; or
 - (b) refer it back to the EMRPC for reconsideration accompanied by written reasons; the EMRPC shall reconsider the plan in light of the written reasons of the GDO and may make such reasons public.
- 8.5.7 Upon completion of the process in subsection 8.5.4 or as the case may be, in subsection 8.5.6, the EMRPC shall submit the proposed plan along with a written report of the public hearings to the Minister of Indian Affairs and Northern Development and the Minister responsible for Renewable Resources of the government of Nunavut. The EMRPC shall also make the proposed land use plan public.
- 8.5.8 Upon receipt of the proposed land use plan, the Ministers jointly shall, as soon as practicable:
- (a) accept the plan; or

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- (b) refer it back to the EMRPC for reconsideration accompanied by written reasons; the EMRPC may make the reasons of the Ministers public.

8.5.9 The EMRPC shall reconsider the plan in light of written reasons and shall resubmit the plan to the Ministers for final consideration.

8.5.10 Upon accepting a plan, the Minister of Indian Affairs and Northern Development shall seek Governor in Council approval and commitment, and the Minister responsible for Renewable Resources of the government of Nunavut shall seek approval and commitment of the Executive Council.

RELATED CLAUSES:

6.2.1 Establishment of Protected Areas to be in conformity with land use plan

6.2.2 Plan not to apply within or amend boundaries of Protected Areas once established

6.5.2 Establishment of Marine Protected Areas to be in conformity with land use plan

6.5.3 Plan not to apply within or amend boundaries of marine Protected Areas once established

8.1.1 Definition of “Land”

8.1.2 Government departments and agencies to implement land use plans

8.1.3 Chapter applies to Land and Marine Areas within EMR

8.2.1 Principles to guide development of planning policies

8.2.2 Objectives of planning process

8.2.3 Factors to be taken into account

8.3.1 Required contents of land use plans

8.3.2 Purpose of land use plans

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- 8.3.3 Land use plans to contain an implementation strategy
- 8.6 Amendment of Land Use Plans
- 8.7 Municipalities
- 8.8 Interpretation
- 13.2.2b) EMRWB Wildlife management recommendations to be sent to EMRPC
- 30.5 EMRPC jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 The NMRPC and EMRPC to sit together when making decisions or recommendations concerning the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. Identified funding, Eeyou Marine Region Planning Commission (2008 constant dollars):

Year(s) when funds required are to be determined by EMRPC

\$ 348,640
2. The detailed cost and worksheet notes for the development of the land use plan by the Eeyou Marine Region Planning Commission are attached for reference purposes. They were developed for the purpose of estimating the total amount of funding to be provided for this purpose and it is not intended that the commission shall be constrained to any particular line item or fiscal year.
3. With respect to the budget to be submitted under Activity 1, it is assumed that the amounts required for the development of the EMR land use plan in any given year will be incorporated into the annual budget submission to DIAND – JBIO under Activity Sheet # 8-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Funding for the development of the draft land use plan and for public hearings and other expenses in this regard is included in this Activity Sheet. The budget for the ongoing

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operation and administration of the EMRPC as an institution of public government is set out in Activity Sheet # 8-2.

2. There will be one land use plan for the entire Eeyou Marine Region and this plan will be similar in format to the various regional land use plans that are being developed and implemented in relation to the Nunavik Marine Region and the various regions within Nunavut.
3. As provided under Activity Sheet # 30-1, the EMRPC will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.
4. Public hearings in the Cree communities will take place after the initial draft land use plan has been prepared and circulated by the EMRPC and prior to the draft plan being officially submitted to the GCC(EI) Designated Organization (GDO) for review.

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COST WORKSHEET - EYYOU MARINE REGION PLANNING COMMISSION

Eeyou Marine Region Planning Commission	
Cost to Develop Land Use Plan	
(2008 Constant Dollars)	
COMMISSION COSTS	
Honoraria: Chairperson:	48,750
Members (4)	36,000
Airfare	68,000
Meals & incidentals	16,310
Accommodations	21,900
Meeting room rental	5,000
Training	2,543
Sub-Total	198,203
OPERATIONAL TRAVEL	
Airfare - Staff to public hearings	6,220
Meals and incidentals	4,078
Accommodations	5,840
Sub-Total	16,063
OTHER EXPENSES	
Translation - public hearings	18,000
Translation - land use plan	10,000
Technical mapping support	25,000
Professional services - consultants	75,000
Production of copies of land use plan	6,000
Sub-Total	134,000
GRAND TOTAL	348,640

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COST WORKSHEET NOTES

Eeyou Marine Region Planning Commission

- Honoraria for Chairperson: \$325 per day
- Honoraria for four (4) Members: \$225 per day
- Commission is expected to hold public meetings in the five communities that border the Eeyou Marine Region (i.e., Waskaganish, Eastmain, Wemindji, Chisasibi, and Whapmagoostui) both before the draft land use plan is prepared, in order to receive community input into the preparation of the draft plan, and after the draft plan has been prepared, in order to receive community comments on the draft plan
- Honoraria for chairperson includes 90 days for other Commission work related to the development of the EMR land use plan in addition to the time necessary to prepare for and attend Commission meetings in the communities
- Meeting room costs estimated at \$250 per day
- It is assumed that the Regional Planner will attend all of the Commission meetings in the communities related to the development of the EMR land use plan
- Meal allowances and incidental expenses based on federal government travel directive rates
- Accommodations for persons on travel status averaged at \$146 per night, which reflects the average cost of hotel accommodation in Waskaganish, Eastmain, Wemindji, Chisasibi, and Whapmagoostui
- Simultaneous translation costs are based on 40 days of translation work at \$450 per day that will be provided at the community consultations
- Fees for the written translation of the EMR land use plan and other related material on behalf of the Commission are estimated at \$10,000
- Technical support related to preparation of maps is costed at \$25,000
- Consultant services related to drafting of the land use plan, research on land use issues that may be identified, layout, pictures, developing links to the “Cree GeoPortal”, and preparation of an executive summary are costed at \$75,000
- The Commission will make the EMR Land Use Plan available to the public in both hard copy and electronic formats
- Hard copies of the EMR Land Use Plan, as well as of the executive summary, are to be produced by the Commission in English, French and Cree at an estimated production cost of \$6,000

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- the electronic version of the EMR Land Use Plan will be hosted on the EMRPC web site in conjunction with the Cree GeoPortal and is provided for under the EMRPC's operations and maintenance budget

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 4****PROJECT:** Implementation and monitoring of the land use plan**RESPONSIBILITY:** Federal and territorial government departments and agencies (Departments and Agencies); Eeyou Marine Region Planning Commission (EMRPC); Project Proponent; Canada – Minister as defined at 18.1.1 (Canada – Minister); Government of Nunavut - Minister as defined at 18.1.1 (GN – Minister)**PARTICIPANTS/LIAISON:** Federal and territorial agencies responsible for issuing land use permits; Designated Agencies as set out in Schedule 26-1

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Implement EMR land use plan on the basis of jurisdictional responsibilities	Departments and Agencies	After EMR land use plan approved as per Activity Sheet # 8-3
2	Review application for Project Proposal in the EMR to determine if Project Proposal is in conformity with the EMR land use plan Notify the Designated Agency of any land use permit application for lands in the EMR on which there could be an important Archaeological Site and proceed according to Activity Sheet # 26-5	EMRPC	Upon receipt of Project Proposal from a Project Proponent
3	Approve minor variances if necessary and if authority is provided in the land use plan and forward Project Proposal with its determination and any recommendations to appropriate federal or territorial agencies	EMRPC	Upon completion of Activity 2

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
4	If Project Proposal is in conformity with land use plan, or a variance has been approved under Activity 3, forward the Project Proposal with its determination and recommendations to EMRIRB for screening, subject to subsections 18.3.2, 18.3.3 and 18.4.3	EMRPC	Upon completion of Activity 3
5	Apply to the appropriate Minister for an exemption where the EMRPC has determined that a Project Proposal is not in conformity with the EMR land use plan and a variance has not been approved under Activity 4	Project Proponent	At discretion of Project Proponent after determination made as per Activity 3
6	Make decision to either deny the request for an exemption or grant the exemption of the Project Proposal from conformity with the land use plan, subject to subsections 18.3.2 and 18.3.3	Canada - Minister or GN Minister	As soon as practicable after Activity 5
7	Inform Project Proponent of decision and, if exemption granted, refer the Project Proposal to EMRIRB for screening	Canada - Minister or GN Minister	As soon as possible after Activity 6
8	Where exemption granted, supply the EMRPC with written reasons and make public such reasons	Canada - Minister or GN Minister	As soon as possible after exemption granted by Minister as per Activity 6

OBLIGATIONS ADDRESSED:

8.5.11 Upon approval by the Governor in Council and the Executive Council, the plan shall be implemented on the basis of jurisdictional responsibility. All Government departments and agencies shall conduct their activities and operations in accordance with the plan as approved.

8.5.12 The EMRPC shall review all applications for Project Proposals. Upon receipt and review of a Project Proposal, the EMRPC or members thereof or officers reporting to the EMRPC shall:

- (a) determine whether the Project Proposals are in conformity with plans; and

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- (b) forward the Project Proposals with its determination and any recommendations to the appropriate federal and territorial agencies.

The land use plan may make provision for the EMRPC to approve minor variances.

8.5.13 Where the EMRPC has determined that a Project Proposal is not in conformity with the plan, the proponent may apply to the appropriate Minister for exemption. The Minister may exempt the Project Proposal from conformity with the plan and shall, subject to subsections 18.3.2 and 18.3.3, refer it to the EMRIRB for screening. Nonconforming Project Proposals shall not be sent to the EMRIRB until such exemption is obtained or a variance has been approved.

8.5.14 Where the appropriate Minister exempts a Project Proposal, the Minister shall supply the EMRPC with written reasons and such reasons shall be made public.

18.3.1 Where the EMRPC determines, pursuant to subsection 8.5.12, that a Project Proposal is in conformity with the land use plans, or a variance has been approved, the EMRPC shall, subject to subsections 18.3.2, 18.3.3 and 18.4.3, forward the Project Proposal with its determination and recommendations to the EMRIRB for screening.

18.3.2 Project Proposals falling within Schedule 18-1 shall be exempt from the requirement for screening by the EMRIRB. The EMRPC shall not forward such Project Proposals to the EMRIRB.

18.3.3 Notwithstanding subsection 18.3.2, the EMRPC may refer a Project Proposal falling within Schedule 18-1 to the EMRIRB for screening, where the EMRPC has concerns respecting the cumulative impact of that Project Proposal in relation to other development activities in a planning region.

18.3.4 The EMRIRB shall not screen Project Proposals that are not in conformity with land use plans, unless an exemption has been received under subsection 8.5.13 or a variance has been approved under subsection 8.5.12.

18.3.5 Sub-sections 18.3.1 to 18.3.4 shall apply where a land use plan has been approved pursuant to subsection 8.5.11. In the absence of an approved land use plan, all Project Proposals other than those that fall within

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Schedule 18-1, subject to subsection 18.3.3, shall be referred directly by the EMRPC to the EMRIRB for screening.

RELATED CLAUSES:

- 8.1.2 Government departments and agencies to implement land use plans
- 8.1.3 Chapter applies to Land and Marine Areas within EMR
- 8.2.1 Principles to guide development of planning policies
- 8.2.2 Objectives of planning process
- 8.2.3 Factors to be taken into account
- 8.3.1 Required contents of land use plans
- 8.3.2 Purpose of land use plans
- 8.3.3 Land use plans to contain an implementation strategy
- 8.5 Development and Review of Land Use Plans
- 8.6 Amendment of Land Use Plans
- 8.8 Interpretation
- Chapter 18 Development Impact
- Schedule 18-1 Types of Project Proposals Exempt from Screening
- 26.3.10 Land use permit requiring written consent of Designated Agency where important Archaeological Site involved
- 30.5 EMRPC jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 The NMRPC and EMRPC to sit together when making decisions or recommendations concerning the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

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FUNDING:

1. Funding provided to the EMRPC, related to the implementation and monitoring of the EMR land use plan, is included in the budget for the operation and administration of the EMRPC as set out in Activity Sheet # 8-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Coordination between the land use planning activities of the EMRPC and the Project Proposal screening and review activities of the Eeyou Marine Region Impact Review Board (EMRIRB) will be ensured by the sharing of offices and administrative staff between these two institutions of public government as provided for in Activity Sheet # 8-2 and Activity Sheet # 18-2.
2. The land use planning activities of the EMRPC and the Project Proposal screening and review activities of the EMRIRB will need to be coordinated with the Nunavut Planning Commission (NPC) and the Nunavik Marine Region Planning Commission (NMRPC) as well as with other bodies having similar responsibilities over other areas adjacent to the EMR where Project Proposals have transboundary implications or where projects have impacts in areas of joint use and occupancy.
3. Until such time as a land use plan has been approved for the Eeyou Marine Region, all Project Proposals other than those that fall within Schedule 18-1 shall be referred directly to EMRIRB for screening. (18.3.5)
4. Project Proposals that are not in conformity with the approved EMR land use plan shall not be sent to EMRIRB for screening until an exemption is obtained or a variance has been approved. (8.5.13)

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 5****PROJECT:** Amendment of land use plan

RESPONSIBILITY: Canada; Government of Nunavut (GN); GCC(EI) Designated Organization (GDO); person affected by the EMR land use plan (Person Affected); Eeyou Marine Region Planning Commission (EMRPC); Canada – Minister of Indian Affairs and Northern Development (DIAND – Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO)

PARTICIPANTS/LIAISON: Nunavut Planning Commission (NPC) and other similar adjacent institutions

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Propose amendments to the land use plan for the EMR	Canada, GN, GDO, Person Affected	As required
2	Consider proposed amendments	EMRPC	After receiving proposed amendment as per Activity 1
3	If deemed appropriate, conduct a public review of the proposed amendments	EMRPC	After considering proposal under Activity 2
4	Prepare recommendation to reject the proposed amendments in whole or in Part or to accept the proposed amendments in whole or in Part and submit recommendations to the Ministers	EMRPC	Upon completion of Activity 2 and after public hearings if held as per Activity 3
5	Give full and fair consideration to the recommendations of the EMRPC	DIAND – Minister GN – Minister	As soon as practicable upon receipt of recommendations by the EMRPC

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Approve the recommendations of the EMRPC <u>OR</u> Reject the recommendations of the EMRPC	DIAND – Minister GN – Minister	As soon as practicable after Activity 5
7	If the Ministers approve the recommendation of the EMRPC to accept the proposed amendments, then approve the proposed amendments and notify EMRPC of the joint decision	DIAND – Minister, GN – Minister, DIAND – JBIO	As soon as practicable after Activity 6
8	If the amendments are approved under Activity 7, then make amendments to the EMR land use plan as approved by the Ministers	EMRPC	As soon as practicable after Activity 7
9	If the Ministers reject the recommendation of the EMRPC, they must refer it back to the EMRPC for reconsideration with written reasons to be made public	DIAND – Minister GN – Minister	As soon as practicable after Activity 6
10	If the amendments are rejected under Activity 9, then reconsider recommendation in light of written reasons and resubmit recommendation to Ministers for final consideration	EMRPC	As soon as practicable after receiving written reasons from Ministers
11	Make final decision and notify EMRPC of the joint decision of the Ministers	DIAND – Minister, GN – Minister, DIAND – JBIO	As soon as practicable after Activity 10
12	If final decision in Activity 11 amounts to the approval of the proposed amendments, then make amendments to the EMR land use plan	EMRPC	As soon as practicable after Activity 11

OBLIGATIONS ADDRESSED:

- 8.6.1 Government, a GDO, or any Person affected by the land use plan, may propose amendments to the plan to the EMRPC.
- 8.6.2 The EMRPC shall consider a proposed amendment and, if it deems a review appropriate, review the proposal publicly.

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- 8.6.3 Upon completion of the process in subsection 8.6.2, the EMRPC shall recommend to the Minister of Indian Affairs and Northern Development and the Minister responsible for Renewable Resources of the government of Nunavut that:
- (a) the proposed amendment be rejected in whole or in part; or
 - (b) the proposed amendment be accepted, in whole or in part.
- 8.6.4 If the Ministers reject the recommendations of the EMRPC, subsections 8.5.8 and 8.5.9 shall apply *mutatis mutandis*.
- 8.6.5 An amendment to a plan shall be effective when approved by the Ministers.

RELATED CLAUSES:

- 6.2.1 Establishment of Protected Areas to be in conformity with land use plan
- 6.2.2 Plan not to apply within or amend boundaries of Protected Areas once established
- 6.5.2 Establishment of Marine Protected Areas to be in conformity with land use plan
- 6.5.3 Plan not to apply within or amend boundaries of marine Protected Areas once established
- 8.1.1 Definition of “Land”
- 8.1.2 Government departments and agencies to implement land use plans
- 8.1.3 Chapter applies to Land and Marine Areas within EMR
- 8.2.1 Principles to guide development of planning policies
- 8.2.2 Objectives of planning process
- 8.2.3 Factors to be taken into account
- 8.3.1 Required contents of land use plans

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- 8.3.2 Purpose of land use plans
- 8.3.3 Land use plans to contain an implementation strategy
- 8.5 Development and Review of Land Use Plans
- 8.7 Municipalities
- 8.8 Interpretation
- 13.2.2 b) EMRWB Wildlife management recommendations to be sent to the EMRPC
- 30.5 EMRPC jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 The NMRPC and EMRPC to sit together when making decisions or recommendations concerning the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. Funding for the review of proposed amendments to the EMR land use plan is included in the budget for the operation and administration of the EMRPC as set out in Activity Sheet # 8-2

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. There will continue to be one land use plan for the entire Eeyou Marine Region in the future and this plan will continue to be similar in format to the various regional land use plans that are being developed and implemented in relation to the Nunavik Marine Region and the various regions within Nunavut.
2. The land use planning activities of the EMRPC will need to be coordinated with the Nunavut Planning Commission (NPC) and the Nunavik Marine Region Planning Commission (NMRPC) as well as with other bodies having similar responsibilities over other areas adjacent to the EMR not only with regard to the on-going implementation of the EMR land use plan, but also in relation to the amendment of the EMR land use plan.
3. As provided under Activity Sheet # 30-1, the EMRPC will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.

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CHAPTER 8 - LAND USE PLANNING**SHEET # 8 - 6**

PROJECT: Identify and prioritize requirement to clean up waste sites in the EMR

RESPONSIBILITY: Eeyou Marine Region Planning Commission (EMRPC); Canada – Federal Cabinet (Federal Cabinet); Executive Council of the Government of Nunavut (Executive Council)

PARTICIPANTS/LIAISON: Federal and territorial government departments and agencies (Departments and Agencies); Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office; Canada - Environment Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Identify and prioritize the requirement to clean up hazardous and non-hazardous waste sites, inactive mining sites and abandoned Mid Canada Lines sites in the EMR	EMRPC	As determined by EMRPC in conjunction with activities described under Activity Sheet # 8-3
2	Coordinate the identification and prioritization of requirement to clean up waste sites with development of the overall land use plan for the EMR	EMRPC	After Activity 1
3	Approve the identification and prioritization of the requirement to clean-up as part of the overall EMR land use plan	Federal Cabinet; Executive Council	In conjunction with Government approval of the EMR land use plan as per Activity Sheet # 8-3
4	Monitor any clean-up of hazardous and non-hazardous waste sites undertaken by Departments and Agencies based on jurisdictional responsibilities	EMRPC	As required

OBLIGATIONS ADDRESSED:

8.9.1 The EMRPC shall identify and prioritize the requirement to clean up waste sites in the EMR, including hazardous waste sites, inactive mining

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sites and abandoned Mid Canada Lines sites. To the extent possible, this initiative shall be coordinated with the development of land use plans.

RELATED CLAUSES:

- 5.1 Definition of “Contaminated Sites”
- 5.8 Government programs respecting clean-up of Contaminated Sites in the EMR
- 8.1.1 Definition of “Land”
- 8.1.2 Government departments and agencies to implement land use plans
- 8.1.3 Chapter applies to Land and Marine Areas within EMR
- 8.2.1 Principles to guide development of planning policies
- 8.2.2 Objectives of planning process
- 8.2.3 Factors to be taken into account
- 8.3.1 Required contents of land use plans
- 8.3.2 Purpose of land use plans
- 8.3.3 Land use plans to contain an implementation strategy
- 8.4.4 Role and responsibility of EMRPC
- 8.5 Development and Review of Land Use Plans
- 8.6 Amendment of Land Use Plans
- 8.8 Interpretation

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FUNDING:

1. Funding for identifying and prioritizing the requirement to clean-up waste sites in the EMR is included in the budget for the EMRPC related to the development of the EMR land use plan as set out in Activity Sheet # 8-3.
2. The cost of undertaking clean-up projects for any identified hazardous and non-hazardous waste sites, inactive mine sites and abandoned Mid Canada Lines sites in the EMR shall be borne by the responsible parties.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The land use planning activities of the EMRPC will need to be coordinated with the Nunavut Planning Commission (NPC) and the Nunavik Marine Region Planning Commission (NMRPC) as well as with other bodies having similar responsibilities over other areas adjacent to the EMR not only with regard to the on-going implementation of the EMR land use plan, but also in relation to the identification and prioritization of waste sites and any related clean-up activities.

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CHAPTER 9 - CREE CONSULTATION ON CERTAIN ISSUES**SHEET # 9 - 1****PROJECT:** Consultation with the GCC(EI)**RESPONSIBILITY:** Canada; Government of Nunavut (GN); Minister; Grand Council of the Crees – Eeyou Istchee (Crees)**PARTICIPANTS/LIAISON:** Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office; Canada – Environment Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Consult the GCC(EI) on any of the issues described at sections 9.1, 9.5 and 9.6 of the Agreement	Canada and/or GN	Prior to commencing any of the activities described at sections 9.1, 9.5 and 9.6 of the Agreement
2	Consult the GCC(EI) consistent with section 9.2, on any strategy for the management of estuarine, coastal and Marine Areas that would directly apply to the estuarine, coastal and Marine Areas of the EMR	Minister	Before finalizing the strategy
3	Consult the GCC(EI), consistent with sections 9.3 and 9.4, in the development and implementation of plans for the integrated management of activities or measures that directly affect the estuarine, coastal and marine areas of the EMR	Minister	Prior and during the development and implementation of plans
4	Participate in the Consultation process established under Activities 1, 2 and 3 and provide comments and/or recommendations where appropriate	Crees	Within a reasonable period and as required by the Consultation process under Activities 1, 2 and 3
5	Give full and fair consideration to the comments and recommendations of the GCC(EI) provided in the Consultation process established under Activities 1, 2 and 3	Canada, GN or Minister	As required by the Consultation process under Activities 1, 2 and 3

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OBLIGATIONS ADDRESSED:

- 9.1 Government shall Consult the GCC(EI) on the following:
- (a) making a decision to open up any Part of the EMR which is not Cree Lands to exploration for Minerals;
 - (b) granting, permitting, approving or authorizing a development of Minerals in any Part of the EMR which is not Cree Lands;
 - (c) granting, permitting, approving or authorizing the construction, operation or abandonment of a pipeline, an Oil or gas rig or other structure for the exploitation of Minerals in any Part of the EMR which is not Cree Lands.
- 9.2 Before finalizing a strategy for the management of Marine Areas, including estuarine or coastal waters, the Minister shall Consult the GCC(EI) with respect to the strategy.
- 9.3 The Minister shall Consult the GCC(EI) in the development and implementation of plans for the integrated management of activities or measures that directly affect Marine Areas, including estuarine and coastal waters.
- 9.4 The Consultation referred to in section 9-3 shall include Consultation about:
- (a) the establishment of, and possible Cree participation in, advisory or management bodies; and
 - (b) the establishment of environmental guidelines, objectives and criteria respecting the quality of Marine Areas, including estuarine and coastal waters.
- 9.5 Government shall also Consult the GCC(EI) prior to granting, permitting, approving or authorizing tidal energy production or hydroelectric energy production in the EMR.
- 9.6 Government shall, save in the event of an emergency, Consult the GCC(EI) prior to:
- (a) the establishment of marine navigation services in Marine Areas;

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- (b) the issuance of approvals or exemptions, under the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22, in Marine Areas.

RELATED CLAUSES:

Chapter 1	Definition of “Consult” or “Consultation”
Chapter 1	Definition of “Marine Areas”
Chapter 1	Definition of “Minerals”
Chapter 8	Land Use Planning
Chapter 18	Development Impact
Chapter 19	Impacts and Benefits Agreements

FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In the case of an emergency, Government may establish marine navigation services in Marine Areas or may issue approvals or exemptions, under the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22, in Marine Areas without consulting the GGC(EI). However, Government shall advise the GGC(EI) as soon as possible on the necessity of the action and the terms and conditions attached thereto. (9.6)
2. For the purpose of Activities 2, 3 and 5, the Minister responsible may be one or more of the following :
 - Minister of Fisheries and Oceans (Canada)
 - Minister of Transport (Canada)
 - Minister of Indian Affairs and Northern Development (Canada)
 - Minister responsible for Renewable Resources (Nunavut)

CHAPTER 11 – HARVESTING

SHEET # 11 - 1

PROJECT: Allocating licences related to commercial fisheries

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO)

PARTICIPANTS/LIAISON: Government of Nunavut – Department of Environment; interested Crees

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Permit the establishment of commercial fisheries in the EMR for any species of fish listed in Schedule 11-1	DFO	At discretion
2	Give priority to interested Crees in regard to allocating licences related to commercial fisheries established under Activity 1	DFO	After establishing commercial fisheries under Activity 1 and based on application by interested Crees

OBLIGATIONS ADDRESSED:

11.3.1 In the EMR, certain species of Wildlife are reserved for the exclusive use of Crees. Such exclusive right includes the exclusive right to Harvest such species, including the right to Harvest for all commercial purposes except in relation to commercial fisheries. The species contemplated by this subsection are listed in Schedule 11-1. Should commercial fisheries for any of the species of fish listed in Schedule 11-1 be established in the EMR, Crees will have a priority in regard to accessing licences related to such commercial fisheries.

RELATED CLAUSES:

Chapter 1 Definition of “Hudson Bay Zone”

11.1 Provisions on Cree rights to Harvest

11.3.2 Exclusive right to Harvest for commercial purposes

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- 11.5.1 Cree right of first refusal to establish and operate any new commercial operation in the EMR
- 11.6 Provisions on licensing
- Schedule 11-1 Species reserved for exclusive use by Crees

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. All Harvesting activities pursuant to commercial fishing licences or similar authorizations shall be subject to Laws of General Application. (11.5.2)
2. Where any commercial operation approved in accordance with this Chapter and undertaken by a Cree or a Cree Enterprise in the EMR requires a licence under Laws of General Application, said licence shall be issued forthwith by the appropriate Minister and at a fair fee. (11.6.3)
3. This Activity Sheet deals with the allocation of commercial fishing licences within the EMR. The allocation of commercial fishing licences within the Hudson Bay Zone (outside the EMR) is governed by section 16.6 of the Agreement.

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CHAPTER 11 – HARVESTING**SHEET # 11 - 2**

PROJECT: **Setting priorities for the allocation of Total Allowable Take of Wildlife species**

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB)

PARTICIPANTS/LIAISON: Environment Canada – Canadian Wildlife Service; Canada – Department of Fisheries and Oceans; Government of Nunavut; residents of Eeyou Istchee; GCC(EI) Designated Organization; Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Allocate the Total Allowable Take according to the priorities set out in subsection 11.4.1	EMRWB	After establishment of a Total Allowable Take pursuant to section 13.5 of the Agreement (see Activity Sheet # 13-4)

OBLIGATIONS ADDRESSED:

11.4.1 Where a Total Allowable Take has been established pursuant to section 13.5, the Total Allowable Take shall be allocated in the following order of priorities:

- (a) an amount to provide for the Basic Needs Level or the Adjusted Basic Needs Level as the case may be;
- (b) an amount to provide for personal consumption by residents of the coastal Cree communities of Eeyou Istchee other than Crees;
- (c) an amount to provide for the establishment of economic ventures sponsored by Cree Enterprises including commercial, recreational or sports Harvesting, domestication and animal husbandry, propagation, and Aquaculture; and
- (d) an amount to provide for commercial, recreational, or other uses, considering these various demands on the Wildlife and the benefits

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that may accrue to the local economies of the Crees in Eeyou Istchee.

RELATED CLAUSES:

- | | |
|-----------|---|
| Chapter 1 | Definition of “Basic Needs Level” and “Adjusted Basic Needs Level” |
| Chapter 1 | Definition of “Total Allowable Take” |
| 11.1.1 | Cree right to Harvest for economic, social and cultural needs where no Total Allowable Take established |
| 11.1.3 | Cree to Harvest according to Total Allowable Take where established |
| 11.4.2 | Ongoing exploratory, experimental or test fisheries in the EMR to cease |
| 11.4.3 | Cree right to Harvest the entire Total Allowable Take |
| 13.2.1a) | EMRWB to establish, modify or remove levels of Total Allowable Take |
| 13.2.1d) | EMRWB to allocate from Total Allowable Take opportunities to Harvest |
| 13.5.1 | EMRWB’s sole authority to establish, modify or remove Total Allowable Take for all species in the EMR |
| 13.5.2 | Total Allowable Take expressed for species, stock or population by appropriate method |
| 13.6.1 | EMRWB to establish Basic Needs Level in accordance with Total Allowable Take |
| 13.7.3 | Adjusted Basic Needs Level may expand up to entire Total Allowable Take |

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The EMRWB has the authority to establish, modify or remove the levels of Total Allowable Take by any method it considers appropriate for a species, stock or population of Wildlife, except for anadromous fish spawning in Québec. (13.2.1a))

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CHAPTER 11 – HARVESTING**SHEET # 11 - 3**

PROJECT: Closure of exploratory, experimental or test fisheries in the EMR

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO)

PARTICIPANTS/LIAISON: Environment Canada – Canadian Wildlife Service; Eeyou Marine Region Wildlife Board; Government of Nunavut – Department of Environment; Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine whether there is any ongoing exploratory, experimental or test fisheries in the EMR, other than Cree fisheries	DFO	As soon as practicable
2	Order any ongoing exploratory, experimental or test fisheries in the EMR, other than Cree fisheries, to cease at the end of the year in which the Effective Date of the Agreement occurs	DFO	As soon as possible after Activity 1 and, in any case, before the end of the year in which the Effective Date of the Agreement occurs

OBLIGATIONS ADDRESSED:

11.4.2 Any ongoing exploratory, experimental or test fisheries in the EMR, other than Cree fisheries, will cease at the end of the year in which the Effective Date of this Agreement occurs.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Department of Fisheries and Oceans (DFO) is responsible to order ongoing fisheries in the EMR, other than Cree fisheries, to cease operations.

CHAPTER 11 – HARVESTING

SHEET # 11 - 4

PROJECT: Right of first refusal to establish and operate new commercial operation

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Services (CWS); Government of Nunavut – Department of Environment (GN – DOE); Interested Crees

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make decision to permit the establishment of a new commercial operation in the EMR involving activities as defined at subsection 11.5.1	DFO, CWS or GN – DOE	Upon request by applicant for new commercial operation
2	If decision to issue permit, then ensure that Crees are informed of the decision under Activity 1 in sufficient time and form to make decision on right of first refusal	DFO, CWS or GN – DOE	As soon as possible after Activity 1
3	Consider information and communicate intention to exercise right of first refusal	Interested Crees	Within a reasonable time after receiving notice of right of first refusal
4	<p>If Interested Crees communicate intention to exercise right of first refusal under Activity 3, then proceed to consider the issuance of permit to the Interested Crees</p> <p>OR</p> <p>If Interested Crees communicate intention not to exercise right of first refusal under Activity 3 or if they fail to respond within a reasonable time, then proceed to consider the issuance of permit to the relevant applicant</p>	DFO, CWS or GN – DOE	As soon as possible after Activity 3

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OBLIGATIONS ADDRESSED:

- 11.5.1 The Crees have a right of first refusal to establish and operate any new commercial operation in the EMR involving:
- (a) non-consumptive uses of Wildlife within Eeyou Istchee;
 - (b) recreational fishing and other consumptive uses of Wildlife within Eeyou Istchee; and
 - (c) marketing and processing of all Wildlife, Wildlife parts and Wildlife products within or outside Eeyou Istchee.

RELATED CLAUSES:

- Chapter 1 Definition of “Hudson Bay Zone”
- 11.1 Provisions on Cree rights to Harvest
- 11.3.1 Crees to have a priority in regard to accessing licences related to commercial fisheries.
- 11.3.2 Exclusive right to Harvest for commercial purposes
- 11.4.1 Allocation of Total Allowable Take for commercial uses

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. All Harvesting activities pursuant to commercial fishing licences or similar authorizations shall be subject to Laws of General Application. (11.5.2)
2. Where any commercial operation approved in accordance with this Chapter and undertaken by a Cree or a Cree Enterprise in the EMR requires a licence under Laws of General Application, said licence shall be issued forthwith by the appropriate Minister and at a fair fee. (11.6.2)
3. It is assumed that the EMRWB may get involved in the process of communication involved in the decision to permit the establishment of a new commercial operation in the EMR pursuant to Activities 1 and 3.

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4. This Activity Sheet deals with the allocation of commercial licences within the EMR. The allocation of commercial fishing licences within the Hudson Bay Zone (outside the EMR) is governed by section 16.6 of the Agreement.

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CHAPTER 11 – HARVESTING**SHEET # 11 - 5****PROJECT:** Issue permit to transport Wildlife outside Eeyou Istchee**RESPONSIBILITY:** Crees; Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Services (CWS); Government of Nunavut – Department of Environment (GN – DOE)**PARTICIPANTS/LIAISON:** Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Seek permit to transport Wildlife Harvested in the EMR outside of the Eeyou Istchee	Crees	When required by the appropriate Government agency
2	Issue permit to transport Wildlife Harvested in the EMR outside of the Eeyou Istchee unless there is good cause for refusing the permit and waive any applicable fees	DFO, CWS or GN – DOE	Upon request for permit

OBLIGATIONS ADDRESSED:

11.7.4 Crees may be required by the appropriate Government agency to obtain a permit to transport Wildlife Harvested in the EMR outside of the Eeyou Istchee. If such permit is required, Government shall issue the permit upon request, unless it has good cause for refusing the permit, and the permit may contain terms and conditions as established by Laws of General Application. Any fees for such permit shall be waived.

RELATED CLAUSES:

Chapter 1 Definition of “Harvest”

Chapter 1 Definition of “Wildlife”

11.7.1 Crees have the right to dispose freely sell, barter, trade, exchange, buy from, possess or give Wildlife lawfully Harvested

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- 11.7.2 Crees have the right to dispose freely, sell, barter, trade, exchange, buy from, possess or give non-edible product of Wildlife lawfully Harvested
- 11.7.3 Crees have the right to transport within Eeyou Istchee any Wildlife Harvested in the EMR
- 11.7.5 Sub-sections 11.6.1 and 11.6.2 are subject to Laws of General Application
- 11.7.6 Disposition of Harvest other than a disposition under subsections 11.6.1 and 11.6.2 are subject to Laws of General Application

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The permit may contain terms and conditions as established by Laws of General Application. (11.7.4)

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CHAPTER 11 – HARVESTING**SHEET # 11 - 6**

PROJECT: Assignment of Part of the Basic Needs Levels for sport Harvesting to qualified non-Cree

RESPONSIBILITY: GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Environment Canada – Canadian Wildlife Service; Canada – Department of Fisheries and Oceans; Government of Nunavut – Department of Environment; Eeyou Marine Region Wildlife Board; Crees; non-Cree Person

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Assign for a period not exceeding three (3) years part of the Basic Needs Level or Adjusted Basic Needs Level for the purpose of sport Harvesting to any qualified non-Cree	GDO	At discretion from time to time
2	Establish terms and conditions for any assignment under Activity 1 and pursuant to subsection 11.8.1	GDO	At discretion from time to time

OBLIGATIONS ADDRESSED:

11.8.1 A GDO may assign any part, other than the whole, of the Basic Needs Level or Adjusted Basic Needs Level for the purpose of sport Harvesting to any non-Cree Person qualified to Harvest under Laws of General Application. For greater certainty, a Cree may not assign a right to Harvest.

11.8.2 A GDO may establish terms and conditions for any assignment pursuant to subsection 11.7.1 including, but not limited to, the requirement for an assignee to use Cree guides.

RELATED CLAUSES:

Chapter 1 Definition of “Adjusted Basic Needs Level” and “Basic Needs Level”

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- 11.8.4 Any assignment for a term, including any option for renewal, exceeding three (3) years is null and void

- 13.6 Basic Needs Level

- 13.7 Adjusted Basic Needs Level

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any future Basic Needs Level or Adjusted Basic Needs Level for migratory birds and their eggs between March 10 and September 1 in any given year and the Harvest authorized by Article II, Section 3 of the Schedule to the *Migratory Birds Act*, RSC 1985, c M-7 are not assignable to Persons mentioned in subsectionn 11.8.1, unless permitted by Laws of General Application. (11.8.3)

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CHAPTER 11 – HARVESTING**SHEET # 11 - 7****PROJECT:** Provision of information

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); Eeyou Marine Region Wildlife Board (EMRWB); GCC(EI) Designated Organization (GDO); Cree Trappers' Association (CTA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine need for collecting information or undertaking sampling regarding Harvesting activities or Harvesting related activities in the EMR	DFO, CWS, GN – DOE or EMRWB	At discretion
2	Make request in writing to GDO or CTA to collect information or undertake sampling	DFO, CWS, GN – DOE or EMRWB	After Activity 1
3	Agree on the terms and conditions including any funding required to carry out the request under Activity 2	DFO, CWS, GN – DOE or EMRWB, with GDO and/or CTA	As soon as possible after Activity 2
4	Collect information and/or undertake sampling to meet requirements set out by Government or EMRWB and based on terms and conditions agreed to under Activity 3	GDO or CTA	As agreed in Activity 3
5	Provide information and/or sampling results to Government or EMRWB	GDO or CTA	After Activity 4 and as agreed under Activity 3

OBLIGATIONS ADDRESSED:

11.10.1 Information and sampling regarding Harvesting activities or Harvesting related activities required by Government or the EMRWB for the implementation of this Agreement or under Laws of General Application shall be supplied through the GDO or through the CTA. Government shall provide funding for such purposes.

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RELATED CLAUSES:

- | | |
|------------|---|
| Chapter 1 | Definition of “Harvest” and “Harvesting” |
| Chapter 12 | Provisions concening the Cree Trappers’ Association |
| 13.2 | Provisions concerning the mandate of the EMRWB |

FUNDING:

1. Government shall provide funding as required for the purpose of collecting information and undertaking sampling. (11.10.1)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The funding to be provided pursuant to subsection 11.10.1 may be in addition to any amount provided to the Cree Trappers’ Association under Activity Sheet # 12- 1.

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CHAPTER 11 – HARVESTING**SHEET # 11 - 8****PROJECT:** Disposal of valuable parts of emergency kills**RESPONSIBILITY:** GCC(EI) Designated Organization (GDO); Eeyou Marine Region Wildlife Board (EMRWB); individual who kills wildlife**PARTICIPANTS/LIAISON:** Canada – Department of Fisheries and Oceans; Environment Canada – Canadian Wildlife Service; Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine and identify valuable parts of Wildlife and establish a procedure for disposal of valuable parts of Wildlife	GDO, EMRWB	As soon as possible following Effective Date
2	Notify the EMRWB of emergency kill	individual who kills wildlife	As soon as possible after an emergency kill
3	Take possession of valuable parts of Wildlife killed under subsections 11.13.1 and 11.13.2 and dispose of valuable parts to a GDO	EMRWB	As soon as possible after Activity 2

OBLIGATIONS ADDRESSED:

11.13.4 Valuable parts of Wildlife killed under subsections 11.13.1 or 11.13.2 shall be disposed of by the EMRWB to a GDO.

RELATED CLAUSES:

Chapter 1 Definition of “Wildlife”

11.13.1 Individual may kill Wildlife if necessary to preserve human life or protect that individual’s property.

11.13.2 Individual may kill and consume Wildlife where necessary to prevent starvation

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- 11.13.3 Killing of Wildlife shall not to be construed as providing lawful excuse for individual mismanagement
- 12.1c) Cree Trappers’ Association role in control and monitoring of Harvesting practices
- 12.1e) Cree Trappers’ Association role in the management of Harvesting among Crees in the EMR
- 12.2 Cree Trappers’ Association may delegate powers in a geographical area to a local CTA.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any current notification processes shall remain in place until new processes are agreed to.
2. The EMRWB, in conjunction with the GDO, will determine which Wildlife parts are valuable and provide a list of these to the appropriate Government agencies.
3. The EMRWB and the GDO will jointly establish a process for disposal of valuable Wildlife parts.
4. It is assumed that the GDO would involve the Cree Trappers’ Association and the local CTAs in informing Harvesters of the procedure for the disposal of valuable parts of Wildlife.

CHAPTER 11 – HARVESTING

SHEET # 11 - 9

PROJECT: Develop policy guidelines for the use and occupation of Archaeological Sites

RESPONSIBILITY: GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Canada – Canadian Museum of Civilization; Government of Nunavut – Department of Culture, Language, Elders and Youth; Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop policy guidelines for the use and occupation of Archaeological Sites and put in place terms and conditions regarding the use and occupation of such sites taking into account applicable Legislation	GDO	At discretion
2	Apply and enforce policy guidelines developed under Activity 1	GDO	As required

OBLIGATIONS ADDRESSED:

11.15.9 Crees may establish, subject to subsection 11.15.4, Traditional Camps on Archaeological Sites. The GDO may develop policy guidelines for the use and occupation of Archaeological Sites and may put in place terms and conditions regarding the use and occupation of such sites taking into account applicable Legislation including the *Nunavut Archaeological and Palaeontological Sites Regulations*, SOR/2001-220.

RELATED CLAUSES:

Chapter 1 Definition of “Archaeological Site”

11.15 Provisions concerning Traditional Camps on Crown Lands

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- 26.2.3 Government responsibilities for the management and conservation of Archaeological Sites and Archaeological Specimens shall be balanced with the Crees responsibilities for same
- 26.2.4 GDO shall be invited to participate in any development of Government policy and Legislation on archaeology in the EMR
- 26.7 Protection and Rules of Access of Cree Human Remains or Associated Burial Objects and Burial Sites

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the GDO will provide the responsible Government departments with copies of any policy guidelines and any terms and conditions regarding the use and occupation of Archaeological Sites to ensure the management and conservation of Archaeological Sites and Archaeological Specimens continue to be balanced with Crees responsibilities.

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CHAPTER 12 – CREE TRAPPERS’ ASSOCIATION**SHEET # 12 - 1****PROJECT:** Powers and functions of the Cree Trappers’ Association**RESPONSIBILITY:** Cree Trappers’ Association (CTA); Eeyou Marine Region Wildlife Board (EMRWB), Grand Council of the Crees - Eeyou Istchee (GCC(EI))

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Amend by-laws as may be required to guide its functions in order to enable the CTA to fulfill its mandate under Part III of the Agreement	CTA	Upon Effective Date of the Agreement
2	Carry out the powers and functions of the CTA as set forth in section 12.1	CTA	Ongoing after Effective Date of the Agreement
3	Request an annual status report concerning the activities of the CTA and those of the Local CTAs pursuant to Chapter 12	EMRWB	At the discretion of the EMRWB
4	Provide an annual status report concerning its activities and those of the Local CTAs pursuant to Chapter 12	CTA	When requested by the EMRWB
5	Exercise the powers and functions of the CTA as set forth in sections 12.1 or 12.2 in the event that the CTA is failing to perform or to exercise those powers and functions	GCC(EI)	Upon determination that there is a need to assume the powers and functions

OBLIGATIONS ADDRESSED:

- 12.1 The powers and functions of the Cree Trappers’ Association (CTA) under this Agreement shall include:
- (a) acting as a consultative body for its members to the EMRWB with respect to Wildlife matters in relation to the EMR;
 - (b) the recommendation of Wildlife management measures in the EMR on behalf of its members;

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- (c) the control and monitoring of Harvesting practices and techniques in the EMR among the Crees, including the use of Non-quota Limitations;
- (d) the allocation and enforcement of Basic Needs Levels and Adjusted Basic Needs Levels among the Crees;
- (e) generally, the management of Harvesting among the Crees in the EMR; and
- (f) such other matters as may be set out in this Agreement.

12.3 The CTA and the Local CTAs shall each develop and adopt their own by-laws guiding their functions set out in Part III.

12.6 [...] The EMRWB may request from the CTA an annual status report concerning its activities and those of the Local CTAs pursuant to this Chapter.

12.9 Where the CTA or a Local CTA is failing to perform or to exercise its powers and functions set out in sections 12.1 or 12.2, the GCC(EI) may exercise those powers and functions until such time as the CTA or Local CTA resumes the exercise of those powers and functions.

RELATED CLAUSES:

Chapter 1 Definition of “Cree Trappers’ Association” or “CTA”

Chapter 1 Definition of “Local Cree Trappers’ Association” or “Local CTA”

7.3.6 Consultation with CTA related to access to Cree Lands for purposes of Wildlife management and research

11.8.2 Use of Cree guides for sport Harvesting

11.10.1 Information and sampling regarding Harvesting activities or Harvesting related activities required by Government or the EMRWB for the implementation of the Agreement or under Laws of General Application shall be supplied through the GDO or through the CTA. Government shall provide funding for such purposes. (See Activity Sheet # 11-7.)

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- 11.14.1 Approval of guides by CTA or a Local CTA to accompany individuals, other than a Cree, who Harvest big game
- 11.14.2 Paragraph 11.14.1b) shall not apply where requirement waived by CTA or where no guides approved by CTA or a Local CTA
- 12.2 CTA may create Local Cree Trappers’ Associations (Local CTAs)
- 12.4 Decisions or by-laws preventing Cree from Harvesting
- 12.5 Members subject to by-laws of respective organizations
- 12.7 Exercise of authority not to conflict with other applicable Regulations governing Harvesting practices and techniques
- 12.8 Suits brought on behalf of Cree members where member has a right of action as a result of the provisions of Part III
- 13.6.3 Collection of information related to establishment of Basic Needs Level
- 13.7.4 Review of various species stocks or populations may be requested of the EMRWB by the CTA
- 14.6.2 The CTA and a Local CTA shall be accorded the status of a full party at an EMRWB public hearing

FUNDING:

- 1. Funding for the operation of the CTA to enable it to fulfill its functions pursuant to Chapter 12 shall be provided to the CTA by the EMRWB and is identified in Activity Sheet # 14-1. (12.6)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. The Cree Trappers’ Association (also known as the “Association des Trappeurs Cris” or “Eeyouch Kantoohoodo Emmahmoueech”) was incorporated on March 10, 1978 pursuant to the provisions of subsection 28.5 of the *James Bay and Northern Quebec Agreement (JBNQA)* as a non-profit members association. Since that time the CTA has played a very active role in contributing to the development of Eeyou Istchee programs relating to all aspects of conserving, protecting, living from and developing in a sustainable manner the natural heritage of Eeyou Istchee.

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2. The membership of the CTA is composed of Cree beneficiaries of the JBNQA who are engaged in trapping or related activities, or who were engaged in such activities and have since retired, and who have been accepted for admission as members of the Association. Members of a Local CTA are automatically eligible to be members of the CTA.
3. Funding provided to the CTA pursuant to section 12.6 is intended only to enable the CTA to fulfill its obligations pursuant to Chapter 12 of the Agreement. Funding to enable the CTA to fulfill its obligations under the JBNQA is provided pursuant to the provisions of that Agreement.
4. The annual status report, which may be requested by the EMRWB pursuant to section 12.6, is intended to relate only to the activities of the CTA and the Local CTAs in fulfillment of their obligations pursuant to Chapter 12 of the Agreement.

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CHAPTER 12 – CREE TRAPPERS’ ASSOCIATION**SHEET # 12 - 2**

PROJECT: Establish powers and functions of the Local Cree Trappers’ Associations

RESPONSIBILITY: Cree Trappers Association (CTA); Local Cree Trappers’ Associations (Local CTAs); Grand Council of the Crees – Eeyou Istchee (GCC(EI))

PARTICIPANTS/LIAISON: Eeyou Marine Region Wildlife Board;

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Delegate all or part of its powers and functions, including those set out in section 12.1, for specific geographic areas to Local CTAs upon such terms and conditions as the CTA deems to be appropriate	CTA	At discretion
2	Adopt or amend existing by-laws and/or operating procedures as may be required in order to guide functions under Part III of the Agreement	Local CTAs	As soon as possible after Activity 1
3	Carry out the powers and functions of the Local CTAs as delegated to them by the CTA under Activity 1	Local CTAs	After delegation of powers and functions under Activity 1
4	Prepare annual status reports concerning the activities of the Local CTAs pursuant to Chapter 12 and forward to the CTA	Local CTAs	When requested by the CTA and within such timelines as may be set by the CTA
5	Exercise the powers and functions of a Local CTA as set forth in section 12.2 in the event that the CTA and the Local CTA are failing to perform or to exercise those powers and functions	GCC(EI)	Upon determination that there is a need to assume the powers and functions

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OBLIGATIONS ADDRESSED:

- 12.2 The CTA may create Local Cree Trappers’ Associations and provide for rules related to their membership and operations. The CTA may delegate all or Part of its powers and functions, including those set out in section 12.1, for a specific geographic area to a Local Cree Trappers’ Association upon such terms and conditions as the CTA deems appropriate.
- 12.3 The CTA and the Local CTAs shall each develop and adopt their own by-laws guiding their functions set out in Part III.
- 12.9 Where the CTA or a Local CTA is failing to perform or to exercise its powers and functions set out in sections 12.1 or 12.2, the GCC(EI) may exercise those powers and functions until such time as the CTA or Local CTA resumes the exercise of those powers and functions.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree Trappers’ Association” or “CTA”
- Chapter 1 Definition of “Local Cree Trappers’ Association” or “Local CTA”
- 11.8.2 Use of Cree guides for sport Harvesting
- 11.14.1 Approval of guides by CTA or a Local CTA to accompany individuals, other than a Cree, who Harvest big game
- 11.14.2 Paragraph 11.14.1 b) shall not apply where requirement waived by CTA or where no guides approved by CTA or a Local CTA
- 12.1 Powers and functions of the Cree Trappers’ Association (CTA)
- 12.4 Decisions and by-laws preventing Cree from Harvesting
- 12.5 Members subject to by-laws
- 12.6 The EMRWB may request from the CTA an annual status report concerning its activities and those of the Local CTAs pursuant to this Chapter.

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- 12.7 Exercise of authority not to conflict with other applicable Regulations governing Harvesting practices and techniques
- 12.8 Suits brought on behalf of Cree members where member has a right of action as a result of the provisions of Part III.
- 14.6.2 The CTA and a Local CTA shall be accorded the status of a full party at an EMRWB public hearing

FUNDING:

- 1. Funding for the operation of Local CTAs to enable them to fulfill their functions pursuant to Chapter 12 shall be provided to the CTA by the EMRWB and is identified in Activity Sheet # 14-1. (12.6)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. The CTA is responsible for the establishment of Local CTAs and for providing general rules to them related to their membership and operation. The Local CTAs should therefore have a uniform operational structure and mandate related to fulfillment of their obligations pursuant to Chapter 12 of the Agreement.
- 2. It is assumed that the delegation by the CTA, of all or part of its powers and functions to a Local CTA pursuant to section 12.2, shall set out the specific geographical area within the EMR over which the Local CTA shall exercise the delegated powers and functions.
- 3. The funding for the operation of the Local CTAs, which is to be provided to them in order to permit them to fulfill their obligations under Chapter 12, shall be provided to them by the CTA on such terms and conditions as the CTA deems to be appropriate.

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CHAPTER 13 - EYYOU MARINE REGION WILDLIFE BOARD**SHEET # 13 - 1**

PROJECT: Establishment of the Eeyou Marine Region Wildlife Board (EMRWB)

RESPONSIBILITY: Grand Council of the Crees – Eeyou Istchee (Crees); Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); Canada – Minister of Fisheries and Oceans (DFO – Minister); Canada – Minister of Environment, Canadian Wildlife Service (CWS – Minister); Government of Nunavut – Minister of Environment (GN – Minister DOE); Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO); officer authorized by law to administer oaths (Authorized Officer); Eeyou Marine Region Wildlife Board (EMRWB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
INITIAL APPOINTMENT			
1	Identify potential appointees to the EMRWB	Crees, DFO, CWS, GN - DOE	Prior to Effective Date of the Agreement
2	Appoint one (1) member to the EMRWB for a term of four (4) years and two (2) members for a term of five (5) years	Crees	As soon as possible after the Effective Date of the Agreement
3	Appoint one (1) member each to the EMRWB, one (1) for a term of four (4) years and one (1) for a term of five (5) years	DFO – Minister, CWS – Minister	As soon as possible after the Effective Date of the Agreement
4	Appoint one (1) member to the EMRWB for a term of four (4) years	GN – Minister DOE	As soon as possible after the Effective Date of the Agreement
5	Call initial meeting of the EMRWB	DIAND – JBIO	As soon as practicable after appointment of members

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Administer the oaths in the form set out in Schedule 14-1.	Authorized Officer	Prior to members entering upon their duties on the Board
APPOINTMENT OF CHAIRPERSON			
7	Identify nominees for chairperson of the EMRWB	EMRWB	At initial meeting of the EMRWB or as soon as possible thereafter
8	Provide nominees for chairperson to DFO - Minister	EMRWB	As soon as possible following appointment of Board members, by consensus or majority of votes cast
9	Consult with the Minister of CWS for appointment of chairperson	DFO – Minister	Prior to appointment of a chairperson
10	Jointly appoint chairperson	DFO – Minister, GN – Minister DOE	As soon as possible after Activity 9
REPLACEMENT MEMBER			
11	Select and appoint a replacement member in accordance with subsection 14.1.5	The party that made the original appointment	Ongoing as required when a vacancy occurs

OBLIGATIONS ADDRESSED:

- 13.1.1 On the Effective Date of this Agreement, an institution of public government is hereby established to be known as the Eeyou Marine Region Wildlife Board (EMRWB) consisting of seven (7) members to be appointed as follows:
- (a) the GCC(EI) shall appoint three (3) members;
 - (b) the federal Minister responsible for fish and marine mammals and the federal Minister responsible for the Canadian Wildlife Service shall each appoint one (1) member; and
 - (c) the government of Nunavut Minister responsible for Wildlife shall appoint one (1) member; and

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- (d) from nominations provided by the members referred to in paragraphs a), b) and c), the federal Minister responsible for fish and marine mammals, in consultation with the federal Minister responsible for the Canadian Wildlife Service and jointly with the government of Nunavut Minister responsible for Wildlife, shall appoint a chairperson. For greater certainty, any nominations of the above mentioned members for chairperson shall be decided by consensus of those members, failing which, the nomination shall be decided by a majority of votes cast.

For greater certainty, a member appointed under paragraphs a) to c) above may be appointed as the chairperson and, in such circumstances, that member shall be replaced on the EMRWB in the manner provided in subsection 14.1.5.

14.1.3 Each member shall, before entering upon his or her duties as such, take and subscribe before an officer authorized by Law to administer oaths, an oath in the form set out in Schedule 14-1.

14.1.5 Where a vacancy occurs, a replacement member may be appointed by the body that made the original appointment under subsection 13.1.1 for the remainder of the original term.

RELATED CLAUSES:

13.2 Mandate of the EMRWB

14.1.1 Each member is appointed to hold office for a term of four (4) years and may be reappointed

14.1.2 Removal of a member from office for cause

14.1.4 Application of rules relating to conflict of interest

14.1.6 All members of the EMRWB shall have one (1) vote; the chairperson votes only to break a tie

14.1.7 All decisions to be decided by consensus, failing which, by a majority of votes cast

14.1.8 Each member may execute either a general or special proxy in favour of another member

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- 14.2.1 A vacancy in membership does not impair the right of remainder of members to act
- 14.2.3 EMRWB to meet at least twice a year
- 14.2.5 EMRWB, wherever practicable, to meet in Eeyou Istchee
- 14.3.1 Cost of EMRWB is the responsibility of Government
- 14.3.2 Remuneration of members for work on the EMRWB
- Schedule 14-1 Oath of office for EMRWB members
- 30.5 EMRWB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The costs of the EMRWB are the responsibility of Government. The EMRWB is to prepare an annual budget, subject to review and approval by Government. (14.3.1)
2. Funding for the operation of the Eeyou Marine Region Wildlife Board (EMRWB) is identified in Activity Sheet # 14-1. Funding for the research functions of the EMRWB is separate and is identified in Activity Sheet # 13-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any nominations of the EMRWB for chairperson shall be decided by consensus of the EMRWB, failing which, they shall be decided by a majority of votes cast. (13.1.1d))
2. The GCC(EI) and Government have the right to have technical advisors at all meetings of EMRWB as non-voting observers. (13.1.2)
3. The costs of each non-voting observer shall be borne by the Person or organization sending that observer. (14.3.4)
4. Office of EMRWB to be in Eeyou Istchee. (14.2.2)
5. It is assumed that the chairperson of the EMRWB will be from Eeyou Istchee (i.e., for budget estimate purposes).

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6. To initiate the start-up of the EMRWB, the DIAND James Bay Implementation Office shall facilitate the calling of the first meeting where the oath of office will be received and nominations for the position of chairman will be made by members of the EMRWB.
7. After the first meeting of the EMRWB, meetings would be called by the chairman subject to subsection 14.2.4.

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CHAPTER 13 – EYYOU MARINE REGION WILDLIFE BOARD**SHEET # 13 - 2****PROJECT:** **Mandate of the EMRWB**

RESPONSIBILITY: Grand Council of the Crees – Eeyou Istchee (Crees);
 Canada – Department of Fisheries and Oceans (DFO);
 Environment Canada – Canadian Wildlife Service (CWS);
 Government of Nunavut – Department of Environment
 (GN – DOE); Eeyou Marine Region Wildlife Board
 (EMRWB)

PARTICIPANTS/LIAISON: Cree Entities to be affected

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Provide the EMRWB with available documentation, information and data to perform its mandate	Crees, DFO, CWS, GN – DOE	Upon establishment of the EMRWB as per Activity Sheet # 13-1
2	Exercise the powers of the EMRWB as set out in the Agreement, including its primary responsibilities as listed in subsection 13.2.1	EMRWB	Ongoing as required
3	Perform the functions as set out in subsection 13.2.2 related to management and protection of Wildlife and Wildlife habitat	EMRWB	At discretion
4	Perform other activities relating to the management of Wildlife in the EMR and to the regulation of access to Wildlife in the EMR as agreed, as provided for under subsection 13.2.3	EMRWB	As agreed by the EMRWB, Government and the GDO

OBLIGATIONS ADDRESSED:

13.2.1 The EMRWB shall be the main instrument of Wildlife management in the EMR and the main regulator of access to Wildlife and have the primary responsibility in relation thereto in the manner described in this

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Agreement. Accordingly, the EMRWB shall perform the following functions, taking into account the provisions of this Part III:

- (a) establishing, modifying or removing levels of Total Allowable Take for a species, stock or population of Wildlife, other than anadromous fish spawning in Québec, in accordance with section 13.5;
- (b) ascertaining the Basic Needs Level for a species, stock or population of Wildlife, other than anadromous fish spawning in Québec, in accordance with section 13.6;
- (c) adjusting the Basic Needs Level for a species, stock or population of Wildlife, other than anadromous fish spawning in Québec, in accordance with section 13.7;
- (d) allocating from the Total Allowable Take opportunities to Harvest a species, stock or population of Wildlife, other than anadromous fish spawning in Québec, in accordance with section 11.4;
- (e) establishing, modifying or removing Non quota Limitations in accordance with section 13.8;
- (f) participating in research in accordance with section 13.3;
- (g) determining sufficiency of information and identifying and undertaking measures necessary to obtain the information to enable it to establish the Basic Needs Levels in accordance with section 13.6;
- (h) cooperating with other Wildlife management institutions which deal with species that are Harvested in the EMR and migrate outside the EMR;
- (i) setting any trophy fees on Wildlife Harvested in the EMR;
- (j) providing advice to any other management institutions as requested on all matters relating to management, conservation, protection and regulation of Wildlife and Wildlife habitat; and
- (k) any other function the EMRWB is required to perform by this Agreement and not specifically referred to in Part III

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13.2.2 In addition to its primary functions outlined in subsection 13.2.1, the EMRWB may in its discretion perform the following functions related to management and protection of Wildlife and Wildlife habitat:

- (a) except for National Parks, National Park Reserves, National Marine Conservation Areas, National Marine Conservation Area Reserves and Territorial Parks, approve the establishment, disestablishment, and changes to boundaries of Protected Areas and Marine Protected Areas;
- (b) identify Wildlife management zones and areas of high biological productivity and provide recommendations to the EMRPC with respect to planning in those areas;
- (c) approve plans for management and protection of particular Wildlife habitats or critical habitats including areas within Protected Areas;
- (d) approve plans for:
 - (i) management, classification, protection, restocking or propagation, cultivation or husbandry of species or populations of Wildlife;
 - (ii) the regulation of imported non indigenous species and the management of transplanted Wildlife populations;
- (e) provide advice to departments, the Eeyou Marine Region Impact Review Board and other concerned agencies and appropriate Persons regarding mitigation measures and compensation to be required from commercial and industrial developers which cause damage to Wildlife habitat;
- (f) approve designation of species at risk;
- (g) provide advice as to requirements for the promotion of education, information and training of Crees for Wildlife management; and
- (h) any other functions assigned to it by this Agreement

13.2.3 The EMRWB may perform other activities relating to the management of Wildlife in the EMR and to the regulation of access to Wildlife in the EMR as agreed by the EMRWB, Government and the GDO.

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RELATED CLAUSES:

- Chapter 1 Definition of “Wildlife”
- 11.4.1 Order of priorities for Total Allowable Take and allocation
- 13.1 Membership of the EMRWB
- 13.3 Further Wildlife research and management responsibilities
- 13.5.1 EMRWB has sole authority to establish, modify or remove levels of Total Allowable Take or Harvesting for all species in the EMR
- 13.5.2 EMRWB determines the appropriate method for determining Total Allowable Take
- 13.6.1 EMRWB shall establish a Basic Needs Level
- 13.6.3 Obtain information required for EMRWB to effectively establish Basic Needs Level
- 13.7.1 EMRWB to periodically review Basic Needs Level for each species, stock or population
- 13.7.3 EMRWB to conduct review for various species, stocks or populations from time to time
- 13.8.1 EMRWB has sole authority to establish, modify or remove Non-quota Limitations on Harvesting in the EMR
- 13.8.5 Non-quota Limitations on Harvesting in force on the Effective Date of the Agreement
- 15.2.2 Taking account of Harvesting activities related to Wildlife crossing jurisdictional boundaries
- 14.4 By-laws of the EMRWB
- 14.6 Hearings of the EMRWB
- 14.9 Enforcement measures in regards to Wildlife management in the EMR

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30.5 EMRWB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The costs of the EMRWB are the responsibility of Government. The EMRWB is to prepare an annual budget, subject to review and approval by Government. (14.3.1)
2. Funding for the operation of the Eeyou Marine Region Wildlife Board (EMRWB) is identified in Activity Sheet # 14-1. Funding for the research functions of the EMRWB is separate and is identified in Activity Sheet # 13-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. If agreement was reached by the EMRWB, Government and the GDO for the EMRWB to perform other activities relating to the management of Wildlife in the EMR and to the regulation of access to Wildlife in the EMR, as provided for under subsection 13.2.3, the financial implications for such activities would need to be considered. (See Activity Sheet #14-1)
2. Pursuant to paragraph 14.9.1, Government shall be responsible for the implementation of effective and efficient enforcement measures in regards to Wildlife management in the EMR (refer to Activity Sheet # 14-3).
3. Insofar as qualified Crees are available, a predominant number of the persons charged with enforcing Wildlife management and Legislation related to Wildlife in the EMR shall be Crees. (14.9.2)

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CHAPTER 13 – EEYOU MARINE REGION WILDLIFE BOARD

SHEET # 13 - 3

PROJECT: Research

RESPONSIBILITY: Canada; Eeyou Marine Region Wildlife Board (EMRWB); Environment Canada – Canadian Wildlife Service (CWS); Canada – Department of Fisheries and Oceans (DFO); Government of Nunavut – Department of Environment (GN – DOE); residents of Eeyou Istchee; Cree Entities to be affected

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make payment of \$5M (see Part 2 of Annex B) in accordance with subsection 13.3.2	Canada	On Effective Date of the Agreement
2	Establish the EMR Wildlife Research Fund	EMRWB	As soon as practicable after the EMRWB becomes operational
3	Identify research requirements and deficiencies pertinent to Wildlife management and the rational utilization of Wildlife resources, and promote and encourage research aimed at meeting requirements and overcoming deficiencies	EMRWB	Ongoing as required
4	Identify relevant Persons and agencies to undertake Wildlife research	EMRWB	Ongoing as required by Activity 3
5	Review research proposals and applications and, where appropriate, recommend on the acceptance or rejection of such proposals to the appropriate government agency	EMRWB	Ongoing as required by Activity 4
6	Establish a process for dealing with the EMRWB when it identifies research requirements and deficiencies, identifies relevant Persons to undertake research, and when it makes recommendations on the acceptance or rejection of research proposals	CWS, DFO, GN – DOE, EMRWB	Ongoing as required

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Coordinate research efforts with the EMRWB informing each other of projects being conducted and planned	CWS, DFO, GN – DOE	Ongoing as required
8	Notify the residents of Eeyou Istchee and Cree Entities likely to be affected by the research, in sufficient form and detail, of intent to carry out the research in accordance with subsection 13.3.3 (d)	EMRWB	Prior to carrying out research
9	Provide sufficient information to allow the residents of Eeyou Istchee and Cree Entities to prepare their views on the matter; provide additional information if requested	EMRWB	Once notice has been provided in Activity 8 and if the residents of Eeyou Istchee and Cree Entities request the information
10	Provide a reasonable period of time in which the residents of Eeyou Istchee and Cree Entities can prepare their views on the matter	EMRWB	After the information has been provided as per Activity 9
11	Present views on the matter	Residents of Eeyou Istchee, Cree Entities to be affected	Within reasonable period of time as provided for in Activity 10
12	Give full and fair consideration on any views presented	EMRWB	After presentation of views
13	Collect, classify, and disseminate Wildlife statistics and information and maintain an adequate database for Wildlife statistics and information in accordance with paragraph 13.3.1d)	EMRWB	Ongoing and as required
14	Carry out all other research functions consistent with its responsibilities in accordance with paragraph 13.3.1e)	EMRWB	Ongoing and as required
15	Establish and maintain an open file system for all raw and interpreted data in accordance with 13.3.3 a)	EMRWB	As soon as possible following establishment of the EMRWB and ongoing
16	Promote and encourage training for Crees in Wildlife research and management (13.3.3b))	EMRWB	As soon as possible following establishment of the EMRWB and ongoing

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
17	Promote and encourage the employment of Crees and the use of Cree Enterprises through Government and private sector research contracts (13.3.3c))	EMRWB	As soon as possible following establishment of EMRWB and ongoing

OBLIGATIONS ADDRESSED:

13.3.1 There is a need for an effective system of Wildlife management, and to be effective, the system of management requires an efficient, coordinated research effort. The EMRWB, in fulfilling its management functions, requires an informed and effective role in Wildlife research and its direction. The ability and right of the governments of Canada and Nunavut to continue their own research functions shall not be prejudiced by this section. Accordingly, the EMRWB shall:

- (a) identify research requirements and deficiencies pertinent to Wildlife management and the rational utilization of Wildlife resources, and promote and encourage on an ongoing basis, research aimed at meeting requirements and overcoming deficiencies;
- (b) identify relevant Persons to undertake Wildlife research;
- (c) review research proposals and applications and, where appropriate, recommend on the acceptance or rejection of such proposals to the appropriate Government agency;
- (d) collect, classify, and disseminate Wildlife statistics and information and maintain a data base adequate for such purposes; and
- (e) carry out all other research functions consistent with its responsibilities.

13.3.2 To assist the EMRWB in carrying out its research functions pursuant to subsection 13.3.1, Canada shall provide the EMRWB, or a trust established for that purpose, on the Effective Date of this Agreement a payment of five million dollars (\$5,000,000).

13.3.3 Further to its responsibilities in subsection 13.3.1, the EMRWB shall:

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- (f) establish and maintain an open file system for all raw and interpreted Wildlife data and information regardless of its source;
- (g) promote and encourage training for Crees in the various fields of Wildlife research and management;
- (h) promote and encourage the employment of Crees and the use of Cree Enterprises in research and technical positions made available through Government and private sector research contracts; and
- (i) prior to carrying out research, communicate and cooperate with residents of Eeyou Istchee and Consult with the GDO and other Cree Entities likely to be affected.

RELATED CLAUSES:

- 7.3.6 Access to Cree Lands for the purpose of Wildlife management and research
- 13.1 Membership of the EMRWB
- 14.4 By-laws of the EMRWB
- 14.6 Hearings of the EMRWB

FUNDING:

1. The costs of the EMRWB are the responsibility of Government. The EMRWB is to prepare an annual budget, subject to review and approval by Government. (14.3.1)
2. Funding for the operation of the Eeyou Marine Region Wildlife Board (EMRWB) is identified in Activity Sheet # 14-1.
3. Identified funding for EMRWB research functions is \$5 million to be paid on Effective Date of the Agreement as per subsection 13.3.2 of the Agreement and also Annex B (Financial Information Summary), Part 2 – EMR Wildlife Research Fund, of this Implementation Plan.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the \$5 million provided under subsection 13.3.2 to assist the EMRWB in carrying out its research functions will be used to establish a Wildlife Research Fund that will be similar in nature to the Wildlife Research Funds identified in the Contract Relating to the Implementation of the Nunavut Final Agreement and under Article 5 of the Nunavik Inuit Land Claim Agreement.
2. The research fund to be established by the EMRWB would be used to pay for the conduct of research proposed by the Grand Council of the Crees – Eeyou Istchee, the Government of Canada, or the Nunavut Government and approved by the Eeyou Marine Region Wildlife Board.
3. The EMRWB shall cooperate with other Wildlife management institutions which deal with species that are Harvested in the EMR and migrate outside the EMR (13.2.1h)), including the bodies responsible for the administration of the Wildlife Research Funds in the Nunavut Settlement Area (NWMB) and the Nunavik Marine Region (NMRWB), in terms of proposals for or decisions taken with regard to undertaking Wildlife research studies or activities that would be of interest to adjacent jurisdictions and consider coordinating such research activities to the extent possible.
4. The ability and right of the Government of Canada and Nunavut to continue their own research functions shall not be prejudiced by this Section. (13.3.1)
5. It is intended that the Eeyou Marine Region Wildlife Board, in order to fulfill its management functions, requires an informed and effective role in Wildlife research and its direction. Government departments and agencies are therefore to work in close collaboration with the EMRWB and exchange full information on their policies, programs and research.
6. Prior to the Effective Date of the Agreement, the GCC(EI) may establish by trust deed an EMRWB Wildlife Research Trust to receive the capital transfer payment referred to in sub-section 13.3.2 of the Agreement. The trust deed establishing the EMRWB Wildlife Research Trust shall be subject to approval by the governments of Canada and Nunavut and shall include the following provisions:
 - the EMRWB shall be the sole beneficiary of the Trust;
 - the Trust shall be resident of Canada;
 - the Trust shall be subject to laws of general application;
 - the Trust shall provide for the protection and enhancement of the capital assets provided to it under sub-section 13.3.2. based on sound management practices;

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- the Trust shall include adequate provisions on financial matters and reporting.
7. Pursuant to sub-section 13.3.2 of the Agreement, and subject to the fulfillment of the conditions set out in paragraph 6 above, Canada shall provide the EMRWB Wildlife Research Trust a payment of \$5 million on the Effective Date of the Agreement to assist the EMRWB in carrying out its research functions. If the EMRWB Wildlife Research Trust has not been created or the conditions set out in paragraph 6 above have not be fulfilled, the payment of \$5 million shall be made directly to the EMRWB once it has become operational and has requested said payment from Canada.
 8. The funds in the EMRWB Wildlife Research Trust shall be invested and managed by the trustees pursuant to the terms of the trust deed and they shall be transferred to the EMRWB upon request by the EMRWB.

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CHAPTER 13 – EYYOU MARINE REGION WILDLIFE BOARD**SHEET # 13 - 4**

PROJECT: Establishment, modification or removal of levels of Total Allowable Take or Harvesting for all species in the EMR

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB)

PARTICIPANTS/LIAISON: Environment Canada – Canadian Wildlife Service; Canada – Department of Fisheries and Oceans; Government of Nunavut - Department of Environment; residents of the coastal Cree Communities of Eeyou Istchee; GCC(EI) Designated Organization; Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish levels of Total Allowable Take or Harvesting for all species in the EMR according to methods considered appropriate	EMRWB	At discretion or as required
2	Modify or remove levels of Total Allowable Take or Harvesting for all species in the EMR	EMRWB	From time to time as required

OBLIGATIONS ADDRESSED:

13.5.1 Subject to the terms of Part III, and except for anadromous fish spawning in Québec, the EMRWB shall have sole authority to establish or modify or remove from time to time as circumstances require levels of Total Allowable Take or Harvesting for all species in the EMR.

13.5.2 The Total Allowable Take will be expressed by the EMRWB for a species, stock or population by any method that the EMRWB considers appropriate.

RELATED CLAUSES:

Chapter 1 Definition of “Harvesting”

Chapter 1 Definition of “Total Allowable Take”

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- 11.1.1 Cree right to Harvest where Total Allowable Take not established
- 11.1.3 Cree right to Harvest where Total Allowable Take established
- 13.2.1a) EMRWB to establish, modify or remove levels of Total Allowable Take
- 13.2.1d) EMRWB to allocate from Total Allowable Take opportunities to Harvest
- Chapter 15 Review of decisions of the EMRWB

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Cree shall have the right to Harvest the entire Total Allowable Take if the latter is equal or less than the Basic Needs Level or the Adjusted Needs Level (11.4.3).
2. The Total Allowable Take set by the EMRWB does not include authority for anadromous fish spawning in Québec.
3. Except for anadromous fish spawning in Québec, any restriction or quota on the amount of Wildlife that may be Harvested and that were enforceable in regards to Crees immediately prior to the Effective Date of the Agreement are deemed to have been established by the EMRWB, and shall remain in effect until removed or otherwise modified by the EMRWB in accordance with Part III (11.1.4).
4. Any restriction or quota on the amount of anadromous fish spawning in Québec that may be Harvested that was in force immediately prior to the Effective Date of the Agreement and that was enforceable in regards to Crees shall remain in effect until removed or otherwise modified by the responsible authority (11.1.5).
5. Where, under the *James Bay and Northern Québec Agreement*, Crees have been allocated a quota or amount of anadromous fish spawning in Québec that may be taken by them in Québec, all or part of that quota or amount may be Harvested by Crees in the EMR. Where under the JBNQA no quota or amount of anadromous fish spawning in Québec has been established, a Cree shall have the right to Harvest that species, stock or population in the EMR up to the full level of his or her economic, social and cultural needs (11.1.6).

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CHAPTER 13 – EYYOU MARINE REGION WILDLIFE BOARD**SHEET # 13 - 5**

- PROJECT:** Establishment and adjustment of Basic Needs Level
- RESPONSIBILITY:** Eeyou Marine Region Wildlife Board (EMRWB); Cree Trappers Association (CTA)
- PARTICIPANTS/LIAISON:** Environment Canada – Canadian Wildlife Service; Canada – Department of Fisheries and Oceans; Government of Nunavut; residents of the coastal Cree Communities of Eeyou Istchee; GCC(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish the Basic Needs Level for a species, stock or population which reflects the needs as set out in subsection 13.6.2	EMRWB	After Total Allowable Take has been determined by the EMRWB
2	Identify and undertake the measures necessary to obtain the information required to enable the EMRWB to effectively establish the Basic Needs Level for a species, stock or population	EMRWB CTA	Where the EMRWB determines that insufficient information exists to establish the Basic Needs Level
3	Review Basic Needs Level for each species, stock or population and determine whether an additional allocation is required in accordance with subsection 13.7.2	EMRWB	Periodically
4	Conduct a review for various species, stocks or populations	EMRWB	From time to time when requested by the appropriate Minister, CTA, or member of the EMRWB

OBLIGATIONS ADDRESSED:

- 13.6.1 Where a Total Allowable Take has been determined by the EMRWB in accordance with section 13.5, the EMRWB shall establish a Basic Needs Level in accordance with Part III.

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- 13.6.2 The Basic Needs Level shall reflect the following needs:
- (a) consumption or use by Crees;
 - (b) marketing or trade by Crees for consumption or use in Eeyou Istchee; and
 - (c) marketing or trade by Crees of fur bearing animals and pelts for personal economic needs.
- 13.6.3 A Basic Needs Level can be based, when the EMRWB considers it appropriate, on existing information. For a species, stock or population where the EMRWB determines that insufficient information exists to enable it to establish the Basic Needs Level, the EMRWB in conjunction with the CTA shall identify and undertake the measures necessary to obtain the information required to enable the EMRWB to effectively establish the Basic Needs Level.
- 13.7.1 The EMRWB shall periodically review the Basic Needs Level for each species, stock or population and determine whether an additional allocation is required to meet any or all of increased needs for:
- (a) consumption or use by Crees; and
 - (b) marketing or trade by Crees for consumption or use in Eeyou Istchee.
- 13.7.2 In reaching its decision, the EMRWB shall take into consideration the following factors:
- (a) population growth and demographic change on a Cree community and regional basis, including the establishment of new Cree communities;
 - (b) changing patterns of consumption and other uses including adjustments for marketing and trade in Eeyou Istchee;
 - (c) the nutritional and cultural importance of Wildlife to Crees;
 - (d) variations in availability of and accessibility to species other than the species under consideration; and

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- (e) current use of Wildlife in the EMR for personal consumption by other residents of the coastal Cree communities of Eeyou Istchee, if any, in light of their length of residency.

13.7.4 The EMRWB shall conduct its review for various species, stocks or populations from time to time as requested by the appropriate Minister, by the CTA or by a member of the EMRWB.

RELATED CLAUSES:

Chapter 1	Definition of “Basic Needs Level”
Chapter 1	Definition of “Total Allowable Take”
11.1	Cree Rights to Harvest
11.4	Allocation of Total Allowable Take
13.2.1b)	EMRWB to ascertain Basic Needs Level
13.2.1c)	EMRWB to adjust Basic Needs Level
13.5	Establishment of Total Allowable Take
13.7.3	Adjusted Basic Needs Level may expand up to the entire Total Allowable Take
Chapter 15	Review of decisions of the EMRWB

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The Total Allowable Take set by the EMRWB does not include authority for anadromous fish spawning in Québec.
2. The Basic Needs Level shall reflect consumption or use by Crees; marketing or trade by Crees for consumption or use in Eeyou Istchee; and marketing or trade by Crees of fur bearing animals and pelts for personal economic needs.
3. The Adjusted Basic Needs Level may expand up to the entire Total Allowable Take but shall never fall below the Basic Needs Level.

CHAPTER 13 – EEYOU MARINE REGION WILDLIFE BOARD

SHEET # 13 - 6

PROJECT: Establish, modify or remove Non-quota Limitations on Harvesting in the EMR

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB)

PARTICIPANTS/LIAISON: Environment Canada – Canadian Wildlife Service; Canada – Department of Fisheries and Oceans; Government of Nunavut – Department of Environment; residents of the coastal Cree Communities of Eeyou Istchee; GCC(EI) Designated Organization; Cree Trappers Association

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish, modify or remove Non-quota Limitations on Harvesting in the EMR	EMRWB	From time to time and as circumstances require
2	Ensure that Non-quota Limitations for Cree Harvesters are not more severe than Non-quota Limitations for other harvesters	EMRWB	Following establishment, modification or removal of Non-quota Limitations

OBLIGATIONS ADDRESSED:

13.8.1 Subject to the terms of Part III, the EMRWB shall have sole authority to establish, modify or remove, from time to time and as circumstances require, Non quota Limitations on Harvesting in the EMR.

13.8.2 The EMRWB may distinguish between Cree harvesters and other harvesters in establishing, modifying or removing Non quota Limitations, but Non quota Limitations for Cree harvesters shall not be more severe than Non quota Limitations for other harvesters.

RELATED CLAUSES:

Chapter 1 Definition of “Non-quota Limitation”

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- 11.9 Methods of Harvesting
- 11.12 Right of Access by Crees for Harvest
- 12.1 Powers and functions of the Cree Trappers Association
- 13.2.1e) EMRWB to establish, modify or remove Non-quota Limitations
- 13.8.3 Non-quota Limitations established on Crees shall not unduly or unreasonably constrain their Harvesting activities.
- 13.8.4 No Non-quota Limitation affecting Crees will be established unless conservation or public safety reasons justify such a measure.
- Chapter 15 Review of decisions of the EMRWB

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Non-quota Limitations on Harvesting in force on the Effective Date of the Agreement are to be deemed to have been established by the EMRWB and are to remain in effect until removed or otherwise modified by the EMRWB. (13.8.5)

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CHAPTER 14 – EMRWB ADMINISTRATIVE PROCEDURES**SHEET # 14 - 1****PROJECT:** Operation of the Eeyou Marine Region Wildlife Board**RESPONSIBILITY:** Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO); Eeyou Marine Region Wildlife Board (EMRWB); chairperson – Eeyou Marine Region Wildlife Board (chairperson – EMRWB)**PARTICIPANTS/LIAISON:** Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization; Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold meetings, conduct business and perform their duties in accordance with section 14.2	EMRWB	Within 21 days of receipt from any two members of the EMRWB of a written request or as often as the EMRWB deems fit, but no less than twice a year
2	Establish by-laws and rules with regard to the conduct of business in accordance with section 14.4	EMRWB	As soon as possible after the Effective Date of the Agreement
3	Prepare and submit an annual budget to DIAND – JBIO for review and approval	EMRWB	At least forty-five (45) days prior to start of each fiscal year
4	Review and approve budget prepared by EMRWB	DIAND – JBIO	As soon as possible after Activity 3
5	Hire administrative staff and engage other professional and technical advisors and consultants necessary to conduct the EMRWB business in accordance with section 14.5	EMRWB	As soon as practicable upon establishment of the EMRWB
6	Provide to the EMRWB any information relevant to a matter before the EMRWB	Departments and Agencies	As required
7	Coordinate EMRWB activities with other Wildlife institutions in accordance with paragraph 13.2.1 h)	EMRWB	As required

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OBLIGATIONS ADDRESSED:

- 14.2.3 The EMRWB shall meet as often as it deems fit, but no less than twice a year.
- 14.2.4 The chairperson may convene a meeting of the EMRWB at his discretion and shall convene a meeting of the EMRWB within twenty one (21) days of receipt from any two members of the EMRWB of a written request indicating the purpose of such meeting.
- 14.2.7 Four (4) members physically present constitute a quorum, except that the EMRWB may modify the requirement for being physically present through a by law permitting use of teleconference or like facilities.
- 14.3.1 The cost of the EMRWB shall be the responsibility of Government. The EMRWB shall prepare an annual budget subject to review and approval by Government.
- 14.4.1 The EMRWB may make by-laws and rules respecting:
- (a) the calling of meetings and sittings of the EMRWB;
 - (b) the conduct of business at meetings of the EMRWB and the establishment of special and standing committees of the EMRWB and the fixing of quorums for committee meetings;
 - (c) the carrying on of the work of the EMRWB, the management of its internal affairs, and the duties of its officers and employees;
 - (d) the procedure for making applications, representations and complaints to the EMRWB;
 - (e) the procedure for collecting information and opinion, including the procedure and conduct of public hearings; and
 - (f) generally, the manner of conducting any business before the EMRWB.

RELATED CLAUSES:

- 13.2.1 EMRWB membership

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- 13.2 Mandate of the EMRWB
- 14.2.2 Head office of the EMRWB shall be in Eeyou Istchee.
- 14.3.2 Each member shall be paid fair and reasonable remuneration for work on the EMRWB.
- 14.3.3 Travelling and living expenses for each member
- 14.5.1 Officers and employees necessary for the proper conduct of business of the EMRWB and such officers and employees shall be responsible to the EMRWB.
- 14.7.1 The EMRWB is subject to Laws of General Application relating to confidentiality and access to information
- 14.7.2 Exercise of discretion in disclosure of any information by Government and by the EMRWB
- 14.8.1 Liability of the EMRWB in discharging any duties or in exercising any powers
- 25.2.1 d) Conditions for funding arrangements of institutions
- 30.5 EMRWB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 Operation and management of the NMRWB and the EMRWB wildlife management regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The costs of the EMRWB are the responsibility of Government. The EMRWB shall prepare an annual budget, subject to review and approval by Government. (14.3.1)

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2. Identified funding for EMRWB operations (2008 constant dollars):

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 1,076,558	\$ 968,058	\$ 968,058	\$ 968,058	\$ 968,058

Year 6	Year 7	Year 8	Year 9	Year 10
\$ 968,058	\$ 968,058	\$ 968,058	\$ 968,058	\$ 968,058

3. Funding for the research functions of the EMRWB is separate and is identified in Activity Sheet # 13-3. Conditions related to the research funding of the EMRWB are found in Annex B of this Implementation Plan.
4. The detailed cost and worksheet notes and assumptions for the Eeyou Marine Region Wildlife Board are attached for reference purposes only. They were developed for the purpose of estimating the funding to be provided to the EMRWB. It is not intended that the EMRWB shall be constrained by any particular line item.
5. The government of Canada shall establish funding arrangements further to the arrangements in this Plan with the EMRWB consistent with paragraph 25.2.1 d) of the Agreement. The funding arrangements shall specify the manner and timing of payments and may provide for an annual payment or a Schedule of payments within any one year. Payments under the funding arrangements are conditional on the approval of the budgets.
6. Consistent with sub-paragraph 25.2.1 d)(ii) of the Agreement, the EMRWB shall be provided the degree of flexibility within its funding arrangements to allocate, reallocate and manage funds within its approved budget no less than that generally accorded to comparable agencies of government. Such arrangements shall be consistent with the Plan and, for greater certainty, shall accommodate the exercise of powers of the Implementation Committee as described in paragraph 25.4.3 c) of the Agreement.
7. As provided under Activity Sheet # 30-1, the EMRWB will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The GCC(EI) and Government have the right to have technical advisors at all meetings of the EMRWB as non-voting observers. (13.1.2)
2. The costs of each non-voting observer shall be borne by the Person sending that observer. (14.3.4)
3. The head office of the EMRWB shall be in Eeyou Istchee. (14.2.2)
4. The EMRWB shall, whenever practicable, meet in Eeyou Istchee. (14.2.5)
5. The EMRWB shall conduct its business in Cree and, as required by Legislation or policy, in Canada's official languages. (14.2.6)
6. With regard to the preparation of an annual budget for the EMRWB, and the submission of the draft budget to Government for review and approval as provided for under subsection 14.3.1, it is expected that the draft budgets will be submitted 45 days prior to the beginning of a fiscal year.
7. The annual budget submissions should be sent to the following:

Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau QC
Postal Address: Ottawa, ON K1A 0H4
8. If agreement was reached by the EMRWB, Government and the GDO for the EMRWB to perform other activities relating to the management of Wildlife in the EMR and to the regulation of access to Wildlife in the EMR, as provided for under subsection 13.2.3, the financial implications for such activities would need to be considered. (See Activity Sheet # 13-2)
9. Government shall be responsible for the implementation of effective and efficient enforcement measures in regards to Wildlife management in the EMR. (14.9.1)
10. Insofar as qualified Crees are available, a predominant number of the individuals charged with enforcing Wildlife management and Legislation related to Wildlife in the EMR shall be Crees. (14.9.2)

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Costing Worksheet - Eeyou Marine Region Wildlife Board

Project: Eeyou Marine Region Wildlife Board - EMRWB direct costs		\$2008 Constant									
(2008 Constant Dollars)		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
COMMISSION COSTS											
Honoraria: Chairperson:		18,850	18,850	18,850	18,850	18,850	18,850	18,850	18,850	18,850	18,850
	Members (6)	27,900	27,900	27,900	27,900	27,900	27,900	27,900	27,900	27,900	27,900
Airfare		24,174	24,174	24,174	24,174	24,174	24,174	24,174	24,174	24,174	24,174
Meals & incidentals		9,134	9,134	9,134	9,134	9,134	9,134	9,134	9,134	9,134	9,134
Accommodations		12,410	12,410	12,410	12,410	12,410	12,410	12,410	12,410	12,410	12,410
Meeting room rental		1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Professional Development		1,403	1,403	1,403	1,403	1,403	1,403	1,403	1,403	1,403	1,403
STAFF COSTS											
Wildlife Management Director		78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853	78,853
- Benefits		23,223	23,223	23,223	23,223	23,223	23,223	23,223	23,223	23,223	23,223
Wildlife Liaison Officer		55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668
- Benefits		19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545
Administrative Assistant		57,212	57,212	57,212	57,212	57,212	57,212	57,212	57,212	57,212	57,212
- Benefits		13,790	13,790	13,790	13,790	13,790	13,790	13,790	13,790	13,790	13,790
Hiring and relocation		20,000	0	0	0	0	0	0	0	0	0
OPERATIONAL TRAVEL											
Airfare		14,846	14,846	14,846	14,846	14,846	14,846	14,846	14,846	14,846	14,846
Meals and incidentals		3,914	3,914	3,914	3,914	3,914	3,914	3,914	3,914	3,914	3,914
Accommodations		6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264
OFFICE COSTS											
Rent		36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Office equipment & supplies		6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Communications		9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Computers, printers, software licences		12,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Books and periodicals		1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Office furnishings		15,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
OTHER											
Translation		9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Public information & advertising		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Professional services		50,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Web site development & maintenance		10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Audit fees		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
EMRWB Sub-Total		552,186	475,686	475,686	475,686	475,686	475,686	475,686	475,686	475,686	475,686

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Project: Eeyou Marine Region Wildlife Board - CTA costs, LCTA costs, and Total Costs										\$2008 Constant
(2008 Constant Dollars)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
CREE TRAPPERS' ASSOCIATION										
Wildlife Liaison Officer - salary	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668	55,668
- benefits	24,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545	19,545
Operational travel	4,635	4,635	4,635	4,635	4,635	4,635	4,635	4,635	4,635	4,635
Workshops for Local EMR Officers	9,269	9,269	9,269	9,269	9,269	9,269	9,269	9,269	9,269	9,269
Rent	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Communications	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Computers, printers, software licences	3,000	500	500	500	500	500	500	500	500	500
Books and periodicals	250	250	250	250	250	250	250	250	250	250
Office furnishings	5,000	500	500	500	500	500	500	500	500	500
Administrative overhead	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
CTA annual general meeting (EMR)	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
CTA Sub-Total	172,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367
LOCAL CREE TRAPPERS' ASSOCIATIONS										
Salaries of Local EMR Officers (5)	173,645	173,645	173,645	173,645	173,645	173,645	173,645	173,645	173,645	173,645
- Benefits	51,110	51,110	51,110	51,110	51,110	51,110	51,110	51,110	51,110	51,110
Operational travel	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Rent	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Office equipment and supplies	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Communications	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Computers, printers, software licences	15,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Books and periodicals	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Office furnishings	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
LCTA Sub-Total	352,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005
EMRWB costs	552,186	475,686	475,686	475,686	475,686	475,686	475,686	475,686	475,686	475,686
Cree Trappers' Association costs	172,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367	160,367
Local Cree Trappers' Association costs	352,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005	332,005
TOTAL	1,076,558	968,058	968,058	968,058	968,058	968,058	968,058	968,058	968,058	968,058

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COST WORKSHEET NOTES

Eeyou Marine Region Wildlife Board

- Honoraria for Chairperson: \$325 per day
- Honoraria for Members: \$225 per day
- Honoraria for Chairperson and Members costed on the basis of:
 - 3 Board meetings per year of 2 days duration each
 - 1 public hearing or workshop per year of 2 days duration each
- Honoraria for chairperson includes 36 days for other Board work in addition to the time necessary to prepare for and attend Board meetings
- Meeting room costs estimated at \$250 per day for meetings
- Salaries costed at mid-range of the associated classification for:
 - 1 Wildlife Management Director
 - 1 Wildlife Liaison Officer
 - 1 Administrative Assistant
- Operational travel, in addition to staff attending Board meetings and public hearings/workshops, costed on the basis of 4 trips per year within Eeyou Istchee and another 4 trips per year to destinations outside Eeyou Istchee by the staff or chairperson for purposes of liaison with either government officials or other institutions of public government (IPGs)
- Meal allowances and incidental expenses based on federal travel directive rates
- Accommodations for persons on travel status averaged at \$146 per night, which reflects the cost of hotel rates in Eeyou Istchee
- Recruitment and relocation costs for two positions estimated at \$20,000
- Office costs based on equipment and supplies for 3 staff positions
- Rent and insurance based on \$3,000 per month for 3 separate offices and a common use area for informal meetings, reference library, map table, etc.
- Office communications costs have been averaged at \$250 per person per month

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- Computer equipment start-up costs are estimated at \$12,000 and software licenses and upgrades are costed at \$500 per person per year thereafter
- Books and periodicals based on \$500 per person per year
- Office furnishings costed at \$15,000 one-time and \$1,000 per year thereafter
- Public information and education costed at \$10,000 per year
- Professional services costed at \$50,000 in first year and \$25,000 per year thereafter
- Web site development costed at \$10,000 in first year of operation and \$2,500 per year in web site maintenance thereafter
- Audit fees costed at \$5,000 per year

Cree Trappers' Association (CTA)

- Funding is provided to the CTA by the EMRWB with respect to wildlife management and harvesting practices in the EMR in order for the CTA to carry out the powers and functions as set out in Chapter 12 of the Final Agreement.
- The CTA will be provided with funding to meet the following additional direct costs: staff salary and benefits; staff operational travel; CTA-sponsored workshops for LCTA staff; staff office costs; and, extra costs related to the annual general meeting.
- Salary and benefits costed at mid-range of the associated classification for:
 - 1 Wildlife Liaison Officer
- Recruitment and relocation costs for this position estimated at \$5,000
- Operational travel includes one visit each year by the Wildlife Liaison Officer to each community in Eeyou Istchee adjacent to the EMR
- Funding provided for 2 workshops per year within Eeyou Istchee sponsored by the CTA for training and development of the 5 Local EMR Officers
- Rent and insurance based on costs of \$1,000 per month
- Office communications costs have been averaged at \$250 per month
- Computer equipment start-up costs are estimated at \$3,000 and software licenses and upgrades are costed at \$500 per year thereafter
- Office furnishings costed at \$5,000 one-time and \$500 per year thereafter

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- Cost to extend the CTA annual general meeting by one additional day for discussion of EMR issues is estimated at \$20,000 per year.

Local Cree Trappers’ Associations (LCTAs)

- Funding is provided to the CTA by the EMRWB in order to carry out the powers and functions as set out in Chapter 12 of the Final Agreement related to the EMR responsibilities of the LCTAs.
- The CTA will provide the LCTAs with funding to meet the following additional direct costs: staff salary and benefits; staff operational travel; and, staff office costs.
- Each of the five LCTAs adjacent to the EMR (i.e., Waskaganish, Eastmain, Wemindji, Chisasibi, and Whapmagoostui) to have a “Local EMR Officer” to be funded by the CTA in a manner similar to the “Local Fur Officers” already located in those communities.
- Operational staff travel by Local EMR Officers to include 6 trips per year within the EMR costed at \$2,000 per trip for guides, gas, supplies, etc.
- Rent and insurance based on \$500 per month for each LCTA
- Office communications costs have been averaged at \$250 per month for each LCTA
- Computer equipment start-up costs are estimated at \$3,000 and software licenses and upgrades are costed at \$500 per year thereafter for each LCTA
- Office furnishings costed at \$2,000 one-time and \$500 per year thereafter for LCTAs

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CHAPTER 14 – EMRWB ADMINISTRATIVE PROCEDURES

SHEET # 14 - 2

PROJECT: Hearings of the EMRWB

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB)

	Activities	Responsibility	Timing
1	Hold public hearings into any issue requiring a decision on its part	EMRWB	As determined by the EMRWB
2	Make rules distinguishing the roles reserved for full parties and roles reserved for other classes of participants	EMRWB	As required
3	Determine whether any other person is accorded the status of full party for the purpose of any particular public hearing	EMRWB	As required
4	In any application, proceeding or matter of special importance pending before it, hire counsel to conduct or argue a case or any particular question arising in the application, proceeding or matter	EMRWB	At discretion

OBLIGATIONS ADDRESSED:

14.6.1 The EMRWB may hold public hearings into any issue requiring a decision on its part.

14.6.2 Any representative or agent of Government, the GCC(EI), a Cree Band, a Local CTA, the CTA and any individual Cree shall be accorded the status of full party at a public hearing and the EMRWB may, at its discretion and in conformity with its rules, determine whether any other Person is accorded the status of full party for the purpose of any particular public hearing.

14.6.3 The EMRWB may make rules distinguishing the roles reserved for full parties and roles reserved for other classes of participants at public hearings.

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- 14.6.4 The EMRWB may, in any application, proceeding or matter of special importance pending before it, if in the opinion of the EMRWB the public interest so requires, hire counsel to conduct or argue the case or any particular question arising in the application, proceeding or matter.

RELATED CLAUSES:

- 14.4.1e) The EMRWB may make by-laws and rules on procedures for conduct of public hearings
- 14.6.5 Powers of the EMRWB the same as commissioners under the *Inquiries Act*

FUNDING:

1. Funding for the EMRWB to conduct public hearings has been costed under Activity Sheet # 14-1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any representative or agent of Government, the GCC(EI), a Cree Band, a Local CTA, the CTA and any individual Cree shall be accorded the status of full party at a public hearing and the EMRWB. (14.6.2)
2. Part I (section 4) of the *Inquiries Act*, R.S.C. 1985, c. I-11, states that concerning powers of commissioners:

The commissioners have the power of summoning before them any witnesses, and of requiring them to:

- i) give evidence, orally or in writing, and on oath or, if they are persons entitled to affirm in civil matters on solemn affirmation; and
- ii) produce such documents and things as the commissioners deem requisite to the full investigation of the matters into which they are appointed to examine.

With regards to enforcement section 5 of the Act provides that:

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The commissioners have the same power to enforce the attendance of witnesses and to compel them to give evidence as is vested in any court of record in civil cases.

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CHAPTER 14 – EMRWB ADMINISTRATIVE PROCEDURES

SHEET # 14 - 3

PROJECT Enforcement of Legislation related to Wildlife

RESPONSIBILITIES: Canada – Department of Fisheries and Oceans (DFO);
 Environment Canada – Canadian Wildlife Service (CWS);
 Government of Nunavut – Department of Environment (GN – DOE)

PARTICIPATION/LIAISON: Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Implement effective and efficient enforcement measures	DFO, CWS and GN – DOE	Ongoing
2	Employ available qualified Crees for the enforcement of Wildlife management and Legislation related to Wildlife in the EMR	DFO, CWS and GN – DOE	As required

OBLIGATIONS ADDRESSED:

14.9.1 Government shall be responsible for the implementation of effective and efficient enforcement measures in regards to Wildlife management in the EMR.

14.9.2 Insofar as qualified Crees are available, a predominant number of the individuals charged with enforcing Wildlife management and Legislation related to Wildlife in the EMR shall be Crees.

RELATED CLAUSES:

13.2 Mandate of the EMRWB

Chapter 15 Review of decisions of the EMRWB

Chapter 21 Government employment and contracts

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that Government will enforce measures in regards to Wildlife management in the EMR in accordance with their authorities and jurisdictional responsibilities.

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CHAPTER 15 – DECISIONS**SHEET # 15 - 1**

PROJECT: **Approval of decisions made by the EMRWB (Government of Canada Jurisdiction)**

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB); Canada – Minister of Environment – Canadian Wildlife Service (Canada – Minister CWS); Canada – Minister of Fisheries and Oceans (Canada – Minister DFO); Environment Canada – Canadian Wildlife Service (CWS); Canada – Department of Fisheries and Oceans (DFO); Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make a decision in relation to paragraphs 13.2.1 a) to f) or 13.2.2 a), c), d) or f) or any provisions in the Agreement arising from Chapter 30 of the Agreement	EMRWB	As required
2	Forward decision to the Minister and not make it public	EMRWB	After making a decision under Activity 1
3	Accept decision of the EMRWB: <ul style="list-style-type: none"> • By notifying the EMRWB in writing <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • By not rejecting or varying the decision in writing and giving reasons 	Canada – Minister CWS, Canada – Minister DFO; PCA	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving a decision of the EMRWB
4	Proceed to do all things necessary to implement the decision of the EMRWB	CWS, DFO; PCA	As soon as practicable after the Minister has accepted the decision as per Activity 3

OR

5	Reject or vary the decision and give the EMRWB reasons in writing for so doing	Canada – Minister CWS, Canada – Minister DFO; PCA	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving a decision of the EMRWB
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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Reconsider the decision in light of the written reasons provided by the Minister, make final decision and forward to the Minister	EMRWB	After receiving the written reasons for the rejection or variation of the decision
7	Make final decision public	EMRWB	After making final decision and forwarding this to the Minister
8	Accept, reject, or vary the final decision and provide EMRWB with written reasons if final decision is rejected or varied	Canada – Minister CWS, Canada – Minister DFO; PCA	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving the final decision of the EMRWB
9	Proceed to do all things necessary to implement the final decision or the final decision as varied by the Minister	CWS, DFO; PCA	After Minister decides to accept or vary the final decision as per Activity 8

OBLIGATIONS ADDRESSED:

- 15.3.1 All decisions made by the EMRWB in relation to paragraphs 13.2.1 a) to f) or 13.2.2 a), c), d) or f) or any provisions in this Agreement arising from Chapter 30 and subject to government of Canada jurisdiction shall be made in the manner set out in subsections 15.3.2 to 15.3.8.
- 15.3.2 When the EMRWB makes a decision, it shall forward that decision to the Minister. The EMRWB shall not make that decision public.
- 15.3.3 After receiving a decision of the EMRWB pursuant to subsection 15.3.2 the Minister shall within sixty (60) days or within such further period as may be agreed upon by the Minister and the EMRWB:
- (a) accept the decision and notify the EMRWB in writing; or
 - (b) reject or vary the decision and give the EMRWB reasons in writing for so doing.
- 15.3.4 The Minister shall be deemed to have accepted the decision of the EMRWB when:

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- (a) the Minister has so notified the EMRWB in writing; or
- (b) the Minister has not rejected or varied the decision within the time period and in the manner required pursuant to subsection 15.3.3.

15.3.5 Where the Minister accepts or is deemed to have accepted a decision of the EMRWB as provided in subsection 15.3.4, the Minister shall proceed forthwith to do all things necessary to implement that decision.

15.3.6 Where the Minister rejects or varies a decision of the EMRWB pursuant to subsection 15.3.3, the EMRWB shall reconsider the decision in light of the written reasons provided by the Minister and make a final decision, which it shall forward to the Minister. The EMRWB shall make the final decision public.

15.3.7 After receiving a final decision of the EMRWB made pursuant to subsection 15.3.6, the Minister may within sixty (60) days or within such further period as may be agreed upon by the Minister and the EMRWB:

- (a) accept the final decision;
- (b) reject the final decision; or
- (c) vary the final decision,

and shall provide reasons for rejecting or varying the decision.

15.3.8 Where a final decision has been received by the Minister pursuant to subsection 15.3.7 and the Minister decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision or the final decision as varied.

RELATED CLAUSES:

13.2.1 ...the EMRBW shall perform the following functions...:

- (a) establish, modify, or remove levels of Total Allowable Take of Wildlife other than anadromous fish spawning in Québec
- (b) ascertain Basic Needs Level of Wildlife other than anadromous fish spawning in Québec

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- (c) adjust Basic Needs Level of Wildlife other than anadromous fish spawning in Québec
- (d) allocate from Total Allowable Take of Wildlife other than anadromous fish spawning in Québec
- (e) establish, modify, or remove Non-quota Limitations
- (f) participate in research
- [...]

13.2.2

- a) approve the establishment of boundaries of Protected Areas and Marine Protected Areas
- [...]
- c) approve plans for management and protection of Wildlife habitats
- d) approve plans for management, classification, protection etc. of particular Wildlife
- [...]
- f) approve designation of species at risk;
- [...]

Chapter 30

Reciprocal Arrangements Between the Crees of Eeyou Istchee and the Nunavik Inuit

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CHAPTER 15 – DECISIONS**SHEET # 15 - 2**

PROJECT: **Approval of decisions made by the EMRWB (Territorial Government Jurisdiction)**

RESPONSIBILITY: Eeyou Marine Region Wildlife Board (EMRWB); Government of Nunavut – Minister of Environment (GN – Minister of DOE); Government of Nunavut – Department of Environment (GN – DOE); Government of Nunavut – Executive Council (GN – Executive Council)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make a decision in relation to paragraphs 13.2.1 a) to f) or 13.2.2 a), c), d) or (f) or any provisions in the Agreement arising from Chapter 30 of the Agreement and subject to government of Nunavut jurisdiction	EMRWB	As required
2	Forward decision to the Minister and not make it public	EMRWB	After making a decision under Activity 1
3	Accept decision of the EMRWB: <ul style="list-style-type: none"> • By notifying the EMRWB in writing <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • By not rejecting or recommending a variation of the decision in writing and giving reasons 	GN – Minister of DOE	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving a decision of the EMRWB
4	Proceed to do all things necessary to implement the decision of the EMRWB	GN – DOE	As soon as practicable after the Minister has accepted the decision as per Activity 3

OR

5	Reject or vary the decision and give the EMRWB reasons in writing for so doing	GN – Minister of DOE	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving a decision of the EMRWB
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6	Reconsider the decision in light of the written reasons provided by the Minister, make final decision and forward to the Minister	EMRWB	After receiving the written reasons for the rejection or variation of the decision
7	Make public final decision	EMRWB	After making final decision and forwarding this to the Minister
8	Accept the decision of the EMRWB and proceed to do all things necessary to implement that decision	GN – Minister of DOE	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving the final decision of the EMRWB

OR

9	Reject, or vary the final decision of the EMRWB and provide EMRWB with written reasons Where final decision of the EMRWB is rejected or varied and is one made in relation to paragraphs 13.2.1 a) to d), then refer the final decision to the Executive Council of the government of Nunavut	GN – Minister of DOE	Within 60 days, or within such further period as may be agreed upon by the Minister and the EMRWB, after receiving the final decision of the EMRWB
10	Review the final decision of the EMRWB as referred under Activity 9 and make decision to : <ul style="list-style-type: none"> • accept or vary the final decision; • reject the final decision; • vary the final decision 	GN – Executive Council	After Activity 9
11	Proceed to do all things necessary to implement the final decision of the EMRWB if accepted or varied as the case may be under Activity 9 or Activity 10	GN – DOE	As soon as practicable after the Minister or the Executive Council has accepted or varied the decision

OBLIGATIONS ADDRESSED:

15.4.1 All decisions made by the EMRWB in relation to paragraphs 13.2.1 a) to f) or 13.2.2 a), c), d) or f), or any provisions in this Agreement arising

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from Chapter 30 and subject to government of Nunavut jurisdiction, shall be made in the manner set out in subsections 15.4.2 to 15.4.9.

15.4.2 When the EMRWB makes a decision, it shall forward that decision to the Minister. The EMRWB shall not make that decision public.

15.4.3 After receiving a decision of the EMRWB pursuant to subsection 15.4.2, the Minister shall within sixty (60) days or within such further period as may be agreed upon by the Minister and the EMRWB:

- (a) accept the decision and notify the EMRWB in writing; or
- (b) reject or vary the decision and give the EMRWB reasons in writing for so doing.

15.4.4 The Minister shall be deemed to have accepted the decision of the EMRWB when:

- (a) the Minister has so notified the EMRWB in writing; or
- (b) the Minister has not rejected or recommended a variation of the decision within the time period and in the manner required pursuant to subsection 15.4.3.

15.4.5 Where the Minister accepts or is deemed to have accepted a decision of the EMRWB as provided in subsection 15.4.4, the Minister shall proceed forthwith to do all things necessary to implement that decision.

15.4.6 Where the Minister rejects a decision or recommended a variation of the decision of the EMRWB pursuant to subsection 15.4.3, the EMRWB shall reconsider the decision in light of the written reasons for the rejection or recommended variation of the decision provided by the Minister and make a final decision, which it shall forward to the Minister. The EMRWB shall make the final decision public.

15.4.7 Subject to subsection 15.4.9, after receiving a final decision of the EMRWB made pursuant to subsection 15.4.6, the Minister may within sixty (60) days or within such further period as may be agreed upon by the Minister and the EMRWB:

- (a) accept the final decision;
- (b) reject the final decision; or

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- (c) vary the final decision,
- and shall provide reasons for rejecting or varying the decision.

15.4.8 Where a final decision of the EMRWB is made in relation to paragraphs 13.2.1 a) to d) and the Minister disallows or varies the final decision, the Minister shall refer the final decision to the Executive Council of the government of Nunavut, which may:

- (a) accept the final decision;
- (b) reject the final decision;
- (c) vary the final decision.

15.4.9 Where a final decision has been received by the Minister pursuant to subsection 15.4.7 and the Minister, or where applicable the Executive Council of the government of Nunavut, decides to accept or vary the final decision, the Minister shall proceed forthwith to do all things necessary to implement the final decision.

RELATED CLAUSES:

13.2.1 ...the EMRBW shall perform the following functions...:

- (a) establish, modify, or remove levels of Total Allowable Take of Wildlife other than anadromous fish spawning in Québec
- (b) ascertain Basic Needs Level of Wildlife other than anadromous fish spawning in Québec
- (c) adjust Basic Needs Level of Wildlife other than anadromous fish spawning in Québec
- (d) allocate from Total Allowable Take of Wildlife other than anadromous fish spawning in Québec
- (e) establish, modify, or remove Non-quota Limitations
- (f) participate in research

[...]

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13.2.2

(a) approve the establishment of boundaries of Protected Areas and Marine Protected Areas

[...]

(c) approve plans for management and protection of Wildlife habitats

(d) approve plans for management, classification, protection etc. of particular Wildlife

[...]

(f) approve designation of species at risk;

[...]

Chapter 30

Reciprocal Arrangements Between the Crees of Eeyou Istchee and the Nunavik Inuit

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CHAPTER 15 – DECISIONS**SHEET # 15 - 3**

PROJECT: **Interim decisions regarding an immediate modification in Harvesting activities**

RESPONSIBILITY: Canada – Minister of Environment – Canadian Wildlife Service (Canada – Minister CWS); Canada – Minister of Fisheries and Oceans (Canada – Minister DFO); Government of Nunavut – Minister of Environment (GN – Minister DOE); Ministers’ delegated agents; Eeyou Marine Region Wildlife Board (EMRWB); Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make and implement any reasonable interim decision to modify Harvesting activities	Canada – Minister CWS, Canada – Minister DFO, GN – Minister DOE or Ministers’ delegated agents; PCA	When urgent and unusual circumstances require it
2	Inform EMRWB of interim decision to modify Harvesting activities	Canada – Minister CWS, Canada – Minister DFO, GN – Minister DOE or Ministers’ delegated agents; PCA	As soon as possible after Activity 1
3	Conduct a full review of the Harvesting activities in question	EMRWB	As soon as practicable after Activity 2

OBLIGATIONS ADDRESSED:

15.5.1 When urgent and unusual circumstances require an immediate modification in Harvesting activities, the Minister or the Minister’s delegated agent may make and implement any reasonable interim decision. The EMRWB shall conduct a full review as soon as practicable thereafter.

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RELATED CLAUSES:

Chapter 1	Definition of “Harvest” or “Harvesting”
13.2.1	Decisions of the EMRWB with respect to Harvesting
13.2.2	Decisions of the EMRWB with respect to Harvesting
Chapter 30	Reciprocal Arrangements Between the Crees of Eeyou Istchee and the Nunavik Inuit

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CHAPTER 15 – DECISIONS**SHEET # 15 - 4**

PROJECT: **Ministerial referral of management matter to the EMRWB**

RESPONSIBILITY: Canada – Minister of Indian Affairs and Northern Development (Canada – Minister DIAND); Canada – Minister of Environment – Canadian Wildlife Service (Canada – Minister CWS); Canada – Minister of Fisheries and Oceans (Canada – Minister DFO); Government of Nunavut – Minister of Environment (GN – Minister DOE); Eeyou Marine Region Wildlife Board (EMRWB); Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer management matter to the EMRWB	Canada – Minister DIAND, Canada – Minister CWS, Canada – Minister DFO or GN – Minister DOE; PCA	From time to time as required
2	Respond to Ministerial initiatives by making decisions on matters referred to it	EMRWB	In time to permit Ministers to meet their national and international obligations

OBLIGATIONS ADDRESSED:

15.6.1 Nothing in this Part III prevents a Minister, on the Minister's own initiative, from referring a management matter to the EMRWB. Where a matter is referred, the EMRWB shall deal expeditiously with it. The EMRWB will respond to Ministerial initiatives with decisions in time to permit Ministers to meet their national and international obligations.

RELATED CLAUSES:

13.2.1 Decisions of the EMRWB with respect to Harvesting

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- 13.2.2 Decisions of the EMRWB with respect to Harvesting

- 17.2 Include Crees in formulation of Government positions in international agreements dealing with Wildlife Harvesting in the EMR

- 17.4 EMRWB role in the negotiation or amendment of domestic interjurisdictional agreements

- Chapter 30 Reciprocal Arrangements Between the Crees of Eeyou Istchee and the Nunavik Inuit

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CHAPTER 16 – WILDLIFE MANAGEMENT AND HARVESTING IN HUDSON BAY ZONE

SHEET # 16 - 1

PROJECT: Appoint Cree representation to structure(s) to promote coordinated management for migratory Marine Species in Hudson Bay Zones and adjacent areas

RESPONSIBILITY: Canada – Department of Fisheries and Oceans (DFO); Eeyou Marine Region Wildlife Board (EMRWB); Cree representatives

PARTICIPANTS/LIAISON: Grand Council of the Crees (Eeyou Istchee) or GCC(EI) Designated Organization; Environment Canada – Canadian Wildlife Service; Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish structure(s) to promote coordination of the management of migratory marine species in the Hudson Bay Zone and adjacent areas	DFO	At discretion
2	Notify the EMRWB of applicable structure(s)	DFO	As soon as possible after Activity 1
3	Appoint appropriate Cree representation to structure(s)	EMRWB	As soon as possible after Activity 2
4	Participate in structure(s)	Cree representatives	Ongoing

OBLIGATIONS ADDRESSED:

16.1 In the event Government maintains a structure or structures to promote coordinated management for migratory Marine Species in the Hudson Bay Zone and adjacent areas, the EMRWB shall appoint appropriate Cree representation to such structure or structures.

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RELATED CLAUSES:

- Chapter 1 Definition of “Hudson Bay Zone”

- Chapter 1 Definition of “Marine Species”

- 16.2 Structure(s) in 16.1 shall not diminish the decision-making role of the EMRWB within the EMR

- 16.3 Government shall seek advice of the EMRWB with respect to Wildlife management decisions in the Hudson Bay Zone

- 16.4 Chapter 17 relating to International and Domestic Interjurisdictional Agreements shall apply to the Hudson Bay Zone

- 16.5 EMRWB may identify Wildlife research requirements and deficiencies, review proposals and applications and make recommendations to Government

- 16.8 Interpretation of Chapter 16

FUNDING:

- 1. Funding to maintain the structure(s) referred to in section 16.1 will be the responsibility of the affected department(s) of Government.

- 2. Unless otherwise agreed to or provided for, any costs for representation of the Crees to the structure(s) referred to in section 16.1 will be the responsibility of the EMRWB.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Funding for the operation of the EMRWB is identified in Activity Sheet # 14–1 and does not include costs for representation of the Crees to the structure(s) referred to in section 16.1.

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**CHAPTER 16 – WILDLIFE MANAGEMENT AND
HARVESTING IN HUDSON BAY ZONE****SHEET # 16 - 2****PROJECT:** Seeking advice from EMRWB on Wildlife management decisions and research in the Hudson Bay Zone**RESPONSIBILITY:** Canada – Department of Fisheries and Oceans (DFO); Environment Canada – Canadian Wildlife Service (CWS); Government of Nunavut – Department of Environment (GN – DOE); Eeyou Marine Region Wildlife Board (EMRWB)**PARTICIPANTS/LIAISON:** GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
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ADVICE ON MANAGEMENT DECISIONS

1	Seek advice from EMRWB with respect to any Wildlife management decisions in the Hudson Bay Zone which would affect the substance and value of Cree Harvesting rights and opportunities within the EMR	DFO, CWS, GN – DOE	Ongoing as required
2	Provide relevant information and advice to Government that would assist in Wildlife management decisions in the Hudson Bay Zone and adjacent areas	EMRWB	After request under Activity 1
3	Give full and fair consideration to information and advice provided to Government under Activity 2	DFO, CWS, GN – DOE	When making decisions which affect the Hudson Bay Zone
4	Make decision and inform the EMRWB	DFO, CWS, GN – DOE	As appropriate after making a decision

RECOMMENDATIONS ON WILDLIFE RESEARCH

5	Identify Wildlife research requirements and deficiencies in the Hudson Bay Zone	EMRWB	Ongoing as required
6	Review research proposals and applications and recommend acceptance or rejection of such proposals or applications within the Hudson Bay Zone	EMRWB	Where appropriate

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Give full and fair consideration to recommendations provided to Government under Activities 5 and 6	DFO, CWS, GN – DOE	When making decisions which affect the Hudson Bay Zone
8	Make decision and inform the EMRWB	DFO, CWS, GN – DOE	As appropriate after making a decision

OBLIGATIONS ADDRESSED:

16.3 Government shall seek the advice of the EMRWB with respect to any Wildlife management decisions in the Hudson Bay Zone which would affect the substance and value of Cree Harvesting rights and opportunities within the EMR. The EMRWB shall provide relevant information to Government that would assist in Wildlife management in the Hudson Bay Zone and adjacent areas.

16.5 The EMRWB may identify Wildlife research requirements and deficiencies, review research proposals and applications, and where appropriate recommend acceptance or rejection of such proposals or applications within the Hudson Bay Zone and, in making any decisions which affects the Hudson Bay Zone, Government shall consider such recommendations.

RELATED CLAUSES:

Chapter 1 Definition of “Harvest” or “Harvesting”

Chapter 1 Definition of “Hudson Bay Zone”

Chapter 1 Definition of “Wildlife”

11.1 Cree Right to Harvest

13.3.1 Role of EMRWB in Wildlife research and management within the EMR

16.4 Chapter 17 relating to International and Domestic Interjurisdictional Agreements shall apply to the Hudson Bay Zone

16.7 Advice and recommendations to Government agencies regarding any marine areas outside of the EMR

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16.8 Interpretation of Chapter 16

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. This Activity Sheet deals with Wildlife management decisions and recommendations in marine areas beyond the EMR.

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**CHAPTER 16 – WILDLIFE MANAGEMENT AND
HARVESTING IN HUDSON BAY ZONE****SHEET # 16 - 3****PROJECT:** Allocation of commercial fishing licences within the Hudson Bay Zone**RESPONSIBILITY:** Canada – Department of Fisheries and Oceans (DFO)**PARTICIPANTS/LIAISON:** Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Give special consideration to the principles of adjacency and economic dependence of Cree communities in Eeyou Istchee on Marine Resources	DFO	When allocating commercial fishing licences within the Hudson Bay Zone
2	Promote a fair distribution of licences between the Cree residents of Eeyou Istchee and the other residents of Canada and in a manner consistent with Canada's interjurisdictional obligations	DFO	When allocating commercial fishing licences within the Hudson Bay Zone

OBLIGATIONS ADDRESSED:

16.6 Government recognizes the importance of the principles of adjacency and economic dependence of Cree communities in Eeyou Istchee on Marine Resources, and shall give special consideration to these factors when allocating commercial fishing licences within the Hudson Bay Zone. Adjacency means adjacent to or within a reasonable geographic distance of the Hudson Bay Zone. The principles will be applied in such a way as to promote a fair distribution of licences between the Cree residents of Eeyou Istchee and the other residents of Canada and in a manner consistent with Canada's interjurisdictional obligations.

RELATED CLAUSES:

Chapter 1 Definition of "Hudson Bay Zone"

Chapter 1 Definition of "Marine Resources"

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- 11.3.1 Priority to Crees in allocation of commercial fishing licences for any species in Schedule 11-1
- 11.5.1 Right of first refusal to Crees to establish commercial fisheries operations
- 11.5.2 All Harvesting activities pursuant to commercial fishing licences or similar authorizations shall be subject to Laws of General Application.
- Schedule 11-1 Species reserved for the exclusive use of the Crees

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. This Activity Sheet deals with the allocation of commercial fishing licences in marine areas beyond the EMR. The allocation of commercial fishing licences within the EMR is governed by subsection 11.3.1 and section 11.5 of the Agreement.

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**CHAPTER 16 – WILDLIFE MANAGEMENT AND
HARVESTING IN HUDSON BAY ZONE****SHEET # 16 - 4**

PROJECT: Advise and make recommendations for decisions which affect any marine area outside of the EMR

RESPONSIBILITY: Eeyou Marine Region Planning Commission (EMRPC); Eeyou Marine Region Impact Review Board (EMRIRB); Eeyou Marine Region Wildlife Board (EMRWB); Canada – Department of Fisheries and Oceans (DFO); Government of Nunavut – Department of Environment (GN – DOE)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Advise and make recommendations to Government agencies regarding any marine area outside of the EMR	EMRPC, EMRIRB, EMRWB individually or jointly as the Cree Marine Region Council	Ongoing as required
2	Give full and fair consideration to advice and recommendations in Activity 1 in making decisions which affect any marine area outside of the EMR	DFO, GN – DOE	After receiving advice and recommendations and before making decisions
3	Make decision and inform appropriate EMR representative organization of the decision	DFO, GN – DOE	After consideration of advice and recommendations received

OBLIGATIONS ADDRESSED:

16.7 The EMRPC, the EMRIRB and the EMRWB may jointly, as a Cree Marine Region Council, or severally advise and make recommendations to Government agencies regarding any marine area outside of the EMR and Government shall consider such advice and recommendations in making decisions which affect any marine area outside of the EMR.

RELATED CLAUSES:

16.1 EMRWB to appoint Cree representatives on structure(s) to promote coordinated management for migratory Marine Species in Hudson Bay Zones and adjacent areas

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- 16.3 Government to seek advice from EMRWB with respect to any Wildlife management decisions in the Hudson Bay Zone which would affect the substance and value of Cree Harvesting rights and opportunities within the EMR
- 16.5 EMRWB may make recommendations towards Wildlife research in zones outside EMR which affect the Hudson Bay Zone.
- 16.8 Interpretation of Chapter 16

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**CHAPTER 17 – INTERNATIONAL AND DOMESTIC
INTERJURISDICTIONAL AGREEMENTS**

SHEET # 17 - 1

PROJECT: Cree participation in discussions on Canada positions on an International Agreement Concerning Wildlife

RESPONSIBILITY: Environment Canada – Canadian Wildlife Service (CWS);
Canada – Department of Fisheries and Oceans (DFO);
GCC(EI) Designated Organization (GDO); Cree
Representatives

PARTICIPANTS/LIAISON: Eeyou Marine Region Wildlife Board; Government of
Nunavut – Department of Environment; Canada –
Department of Foreign Affairs

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO, in writing, of any proposed discussions on the formulation of government of Canada positions in relation to an International Agreement Concerning Wildlife dealing with Wildlife Harvested in the EMR	CWS, DFO	Prior to adopting a position
2	Provide information in sufficient form and detail to allow the GDO to prepare its views on the matter and determine if it wants Cree Representatives to participate in discussions	CWS, DFO	Prior to adopting a position
3	Provide additional information to the GDO if requested	CWS, DFO	When requested by GDO and prior to adopting position
4	Determine whether Cree representatives should be involved in the proposed discussions as described in Activity 1	GDO	As soon as possible after receiving sufficient information under Activity 2 or 3

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	Determine the individual(s) to be nominated to participate in the proposed discussions and supply such nominee(s) information received as per Activities 2 and 3	GDO	As soon as possible after Activity 4 if it is determined that Cree representatives should be involved in the proposed discussions as described in Activity 1
6	Notify the government of Canada, in writing, of the nominees to participate in the proposed discussions <u>OR</u> Notify the government of Canada, in writing, that no Cree representatives will participate in the proposed discussions	GDO	As soon as possible after Activity 5
7	Undertake discussions on how the Cree representatives are to participate in any proposed discussions	DFO, CWS, Cree representatives	As soon as possible after Activity 6
8	Participate in proposed discussions on the formulation of government of Canada positions	DFO, CWS, Cree representatives	Within reasonable period of time as provided for in Activity 7
9	Give full and fair consideration of any views presented by Cree representatives	CWS, DFO	After presentation of views
10	Make decision on government of Canada position and notify the GDO and Cree Representatives of the decision	CWS, DFO	After making decision on government of Canada position

OBLIGATIONS ADDRESSED:

- 17.2 The government of Canada shall include Cree representation in discussions leading to the formulation of government positions in relation to an International Agreement Concerning Wildlife dealing with Wildlife Harvested in the EMR, which discussions shall extend beyond those discussions generally available to non governmental organizations.
- 17.3 Cree representatives referred to in section 17.2 shall be nominated by a GDO.

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RELATED CLAUSES:

- | | |
|-----------|---|
| Chapter 1 | Definition of “International Agreement Concerning Wildlife” |
| Chapter 1 | Definition of “Wildlife” |
| 15.2.2 | International agreements’ applicability to Wildlife Harvesting across jurisdictional boundaries |
| 16.8 | Interpretation of Chapter 16 to be consistent with Canada’s international obligations |
| 17.1 | Interpretation and administration of Legislation implementing international or domestic interjurisdictional agreements concerning Wildlife |
| 17.5 | Harvesting in EMR shall be subject to terms of an International Agreement concerning Wildlife that were in existence at the Effective Date of the Agreement |

FUNDING:

1. Government of Canada is expected to fund these activities from programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Canada’s Department of Fisheries and Oceans as well as its Canadian Wildlife Service are likely to be the key departments for this Activity Sheet although there may be a requirement to involve the Department of Foreign Affairs on occasion.
2. The participation of Cree Representatives in the proposed discussions shall extend beyond those discussions generally available to non-governmental organizations. (17.2)

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**CHAPTER 17 – INTERNATIONAL AND DOMESTIC
INTERJURISDICTIONAL AGREEMENTS**

SHEET # 17 - 2

PROJECT: **EMRWB participation in negotiation or amendment of domestic interjurisdictional agreements concerning Wildlife**

RESPONSIBILITY: Environment Canada – Canadian Wildlife Service (CWS);
Canada – Department of Fisheries and Oceans (DFO);
Eeyou Marine Region Wildlife Board (EMRWB)

PARTICIPANTS/LIAISON: Government of Nunavut – Department of Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the EMRWB, in writing, of upcoming negotiation or proposed amendment of domestic interjurisdictional agreements concerning Wildlife	CWS, DFO	Prior to start of negotiation or amendment of agreements
2	Determine the role of the EMRWB in the negotiation or amendment of agreements	CWS, DFO and EMRWB	Prior to start of negotiation or amendment of agreements
3	Provide information in sufficient form and detail to allow the EMRWB to prepare its views on the matter	CWS, DFO	Prior to adopting a position
4	Provide additional information to the EMRWB if requested	CWS, DFO	When requested by EMRWB
5	Provide a reasonable period of time in which the EMRWB may review the information and prepare its views on the matter and provide an opportunity for the EMRWB to present its views	CWS, DFO	After Activities 3 and 4 and prior to adopting a position
6	Present views on the matter	EMRWB	Within reasonable period of time as provided for in Activity 5

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Give full and fair consideration of any views presented by the EMRWB	CWS, DFO	After presentation of views in Activity 6
8	Make decision on Government position and notify the EMRWB of the decision	CWS, DFO	After giving full and fair consideration to views received

OBLIGATIONS ADDRESSED:

17.4 Government agrees that the EMRWB shall have a role in the negotiation or amendment of domestic interjurisdictional agreements concerning Wildlife commensurate with its status and responsibilities in the management of Wildlife in the EMR.

RELATED CLAUSES:

- Chapter 1 Definition of “Wildlife”
- 13.2 Mandate of the EMRWB
- 15.2.2 Domestic interjurisdictional agreements’ applicability to Wildlife Harvesting across jurisdictional boundaries
- 17.1 Interpretation and administration of Legislation implementing international or domestic interjurisdictional agreements concerning Wildlife

FUNDING:

- 1. Government of Canada is expected to fund these activities from programs and policies in place from time to time.

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 1**

PROJECT: **Establishment of the Eeyou Marine Region Impact Review Board**

RESPONSIBILITY: Grand Council of the Crees – Eeyou Istchee (Crees) or GCC(EI) Designated Organization (GDO); Canada; Government of Nunavut (GN); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Government of Nunavut - Minister responsible for Renewable Resources (GN - Minister); Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND - JBIO); Eeyou Marine Region Impact Review Board (EMRIRB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
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INITIAL APPOINTMENT

1	Identify potential appointees to the EMRIRB	GDO, Canada, GN	Prior to Effective Date of the Agreement
2	Provide to the Minister (DIAND) the name of two (2) nominees to be appointed to the EMRIRB for terms of three (3) and four (4) years	GDO	As soon as possible following Effective Date
3	Appoint the two (2) nominees under Activity 2 as members to the EMRIRB	DIAND - Minister	As soon as possible following Activity 2
4	Appoint one (1) member to the EMRIRB for a term of three (3) years	DIAND - Minister	As soon as possible following Effective Date
5	Appoint one (1) member to the EMRIRB for a term of four (4) years	GN - Minister	As soon as possible following Effective Date
6	Call initial meeting of the EMRIRB	DIAND - JBIO	As soon as practicable after appointment of all members

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
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APPOINTMENT OF CHAIRPERSON

5	Identify nominees for chairperson of the EMRIRB and provide names to Minister (DIAND)	EMRIRB	At initial meeting of the EMRIRB or as soon as possible thereafter
6	Consult with GN and the GDO about nominees for chairperson provided by the EMRIRB	DIAND - Minister	As soon as practicable after Activity 5
7	Appoint chairperson of the EMRIRB for a term of three (3) years	DIAND - Minister	As soon as practicable after Activity 6
8	Appoint an additional member if the chairperson that has been appointed is already a member of the EMRIRB	Canada or GN as the case may be and in the manner provided in subsection 18.2.6	If necessary, as soon as possible after Activity 7

REPLACEMENT MEMBER

9	Appoint a replacement member to the EMRIRB for the remainder of the term of the former member	Canada or GN as the case may be and in the manner provided in subsection 18.2.6	As a vacancy occurs
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ADDITIONAL MEMBERS

10	Appoint additional members to the EMRIRB for a specific purpose or for a term not exceeding three (3) years as provided under subsection 18.2.13	Canada and GN in the manner provided in subsection 18.2.6	As required
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OBLIGATIONS ADDRESSED:

18.2.1 An Eeyou Marine Region Impact Review Board (EMRIRB) is hereby established as an institution of public government. Responsibility for the operation of the EMRIRB shall vest in the members of the EMRIRB.

18.2.6 The EMRIRB shall be a board composed of five (5) members, one (1) of whom shall be the chairperson. The members shall be appointed as follows:

- (a) two (2) members shall be appointed by the federal Minister responsible for Indian and Northern Affairs, upon nomination by the GDO;

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- (b) one (1) member shall be appointed by a Minister of the government of Canada;
- (c) one (1) member shall be appointed by the Minister responsible for Renewable Resources of the government of Nunavut;
- (d) from nominations agreed to and provided by members appointed under a) to c) above, the chairperson shall be appointed by the federal Minister responsible for Indian and Northern Affairs in consultation with the government of Nunavut and the GDO;
- (e) in the nomination and appointment of a chairperson, preference shall be given to residents of Eeyou Istchee where candidates equally qualify.

For greater certainty, a member appointed under paragraphs a) to c) above may be appointed as the chairperson, and in such circumstance that member shall be replaced on the EMRIRB in the manner provided in paragraph 18.2.10.

18.2.7 In the initial appointment of the EMRIRB members, one (1) member under paragraph 18.2.6 a) and one (1) member under paragraph 18.2.6 b) shall be appointed for three (3) years, and the other members under paragraphs 18.2.6 a) and c) shall be appointed for four (4) years. Thereafter, all appointments shall be for a term of three (3) years, except that any member appointed to replace any member whose term has not expired shall be appointed for the balance of the term of his or her predecessor.

18.2.8 The chairperson shall be appointed for a three (3)-year term.

18.2.10 Where a vacancy occurs, a replacement member may be nominated and appointed pursuant to the provisions of subsection 18.2.6 for the remainder of the term of the former member.

18.2.13 Additional members may be appointed from time to time in the same manner and ratio as set out in paragraphs 18.2.6 a), b) and c). Such members may be appointed for a specific purpose, or for a term not exceeding three (3) years.

RELATED CLAUSES:

6.2.3 Development impact assessment to apply in Protected Areas

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6.5.4	Development impact assessment to apply in Marine Protected Areas
16.7	EMRIRB may participate in Eeyou Marine Region Council
18.2.2 to 18.2.5	Functions of the EMRIRB and Primary Objectives
18.2.15 to 18.2.34	Operation and administration of the EMRIRB
18.3.1 to 18.3.5	Relationship to the land use planning provisions
18.11.1 to 18.11.3	Review of projects with transboundary impacts
18.12.1 to 18.12.3	Geographic application of Chapter 18
18.12.4 to 18.12.5	Limitations
Schedule 18-1	Types of Project Proposals exempt from screening
Schedule 18-2	Oath of office
30.5	EMRIRB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The costs of the EMRIRB shall be the responsibility of Government. The EMRIRB shall prepare an annual budget, subject to review and approval by Government. (18.2.34)
2. Funding for the operation and administration of the Eeyou Marine Region Impact Review Board is identified in Activity Sheet # 18-2.
3. The provision of funding for the review of projects, which are proposed for the EMR and that are to be undertaken by a federal environmental assessment panel, will be the responsibility of the federal government as set out in Activity Sheet # 18-5. To the extent that funding for the EMRIRB will be required for participation in this process, it will be provided for by way of the funding for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2, or as intervener funding related to this process.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The head office of the EMRIRB is to be in Eeyou Istchee. (18.2.15)

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2. In choosing a chairperson, preference shall be given to persons resident in Eeyou Istchee. (18.2.6 e))
3. The chairperson or other member of EMRIRB may be removed from office at any time for cause. (18.2.9)
4. A member may be reappointed. (18.2.11)
5. To initiate the start-up of the EMRIRB, the DIAND James Bay Implementation Office will facilitate the calling of the first meeting where oaths of office will be received and nominations for the position of chairperson will be made by members of the EMRIRB. Thereafter meetings will be at the call of the chairperson.
6. As provided for under 18.2.13 of the Agreement, it is recognized that the size and makeup of the membership of the EMRIRB may vary if additional members are appointed. However, the detailed cost and worksheet notes that have been prepared for the EMRIRB, for the initial ten (10) year planning period, have assumed that membership of the EMRIRB will consist of two (2) members nominated by the GDO, one (1) member recommended by the government of Canada, and one (1) member recommended by the government of Nunavut, for a total of four (4) members plus a chairperson. If additional members were to be added to the EMRIRB, the budget would have to be adjusted accordingly and would be subject to review and approval by Government (see Activity Sheet # 18-2).
7. For budget estimate purposes it has been assumed that the chairperson of the EMRIRB will be from Eeyou Istchee.
8. Legislation may authorize the EMRIRB to constitute itself into panels consisting of two (2) or more EMRIRB members. Such panels shall be composed of an equal number of Government and GDO nominees. Legislation may authorize the EMRIRB to delegate to a panel all or any powers of the EMRIRB, including the right to hold hearings. (18.2.14)

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 2****PROJECT:** **Operation and administration of EMRIRB****RESPONSIBILITY:** Eeyou Marine Region Impact Review Board (EMRIRB); Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND - JBIO); Federal and territorial government departments and agencies (Government departments and agencies)**PARTICIPANTS/LIAISON:** Nunavut Impact Review Board; Nunavik Marine Region Impact Review Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Hold meetings, conduct business and perform their duties and functions in accordance with subsections 18.2.2 to 18.2.4, 18.2.16 to 18.2.22 and 18.2.27 to 18.2.30	EMRIRB	Within 21 days of receipt from any three members of the EMRIRB of a written request or as often as the EMRIRB deems fit
2	Establish by-laws and rules with regard to conduct of business in accordance with 18.2.23, 18.2.24 and 18.2.27	EMRIRB	A soon as possible after establishment and ongoing as necessary
3	Prepare annual budget and submit to DIAND - JBIO for review and approval in accordance with 18.2.34	EMRIRB	At least sixty (60) days prior to the beginning of each fiscal year
4	Review and approve budget prepared by the EMRIRB	DIAND - JBIO	As soon as possible after Activity 3
5	Hire administrative staff and engage other professional and technical advisors and consultants necessary to conduct the EMRIRB business in accordance with 18.2.31	EMRIRB	A soon as possible after establishment and ongoing as necessary

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Provide to the EMRIRB any information relevant to a matter before the EMRIRB	Government departments and agencies	As required
7	Coordinate the EMRIRB activities with the NIRB, NMRIRB and other adjacent bodies in accordance with 18.2.25 and 18.2.26	EMRIRB	As required

OBLIGATIONS ADDRESSED:

- 18.2.15 The head office of EMRIRB shall be in Eeyou Istchee.
- 18.2.16 The EMRIRB shall, whenever feasible, meet in Eeyou Istchee.
- 18.2.17 The EMRIRB shall conduct its business in Canada's official languages as required by Legislation or policy and, upon request by any member, also in the Cree language.
- 18.2.18 The chairperson may convene a meeting of the EMRIRB at his discretion and shall convene such a meeting within twenty one (21) days of receipt, from any three (3) members, of a written request indicating the purpose of such meetings.
- 18.2.19 All decisions of the EMRIRB shall be decided by a majority of the votes cast.
- 18.2.20 Each member other than the chairperson shall have one (1) vote on any matter requiring a decision of the EMRIRB. If there is a tie vote, the chairperson shall vote on the matter.
- 18.2.21 Three (3) members of the EMRIRB including a member appointed pursuant to paragraph 18.2.6 a), shall comprise a quorum.
- 18.2.22 Vacancies in the EMRIRB shall not impair the right of the remainder to act.
- 18.2.23 In establishing by-laws, rules and procedures the EMRIRB shall, to the extent possible consider and take into account the by-laws and rules of the Nunavut Impact Review Board and the Nunavik Marine Region Impact Review Board.

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- 18.2.24 Subject to subsection 18.2.23, the EMRIRB, may make and shall publish its by-laws and rules of procedure respecting:
- (a) the calling of meetings of the EMRIRB;
 - (b) the conduct of business at meetings of the EMRIRB including the requirements with respect to physical presence and the use of tele-conferencing or like facilities;
 - (c) the establishment of special and standing committees of the EMRIRB, and the fixing of quorums for meetings thereof;
 - (d) the carrying on of the work of the EMRIRB, the management of its internal affairs, and the duties of its officers and employees;
 - (e) the procedures for making representations and complaints to the EMRIRB;
 - (f) the procedures and guidelines for collecting information and opinions;
 - (g) the procedures to be used and the admission of evidence at public hearings before the EMRIRB or the EMRIRB panels;
 - (h) the establishment of standard guidelines for preparation of impact statements;
 - (i) the form of an impact statement and the number of copies to be made available; and
 - (j) generally, the manner of conducting any business of or before the EMRIRB.
- 18.2.25 Subject to this Agreement, the EMRIRB may coordinate the discharge of its powers, functions or duties with other similar institutions having jurisdiction over areas adjacent to the EMR.
- 18.2.26 The EMRIRB shall make best efforts to coordinate the discharge of its powers, functions or duties with adjacent institutions.
- 18.2.27 In designing its by laws and rules of procedure for the conduct of public hearings, the EMRIRB shall:

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- (a) to the extent consistent with the broad application of the principles of natural justice and procedural fairness, emphasize flexibility and informality, and, specifically
 - i) allow, where appropriate, the admission of evidence that would not normally be admissible under the strict rules of evidence, and
 - ii) give due regard and weight to the tradition of Cree oral communication and decision making; and
- (b) with respect to any classification of intervenors, allow full standing to a GDO.

18.2.28 The EMRIRB shall have the power to subpoena witnesses, documents and things in carrying out its responsibilities.

18.2.29 The EMRIRB shall conduct its public hearings in Canada's official languages as required by Legislation or policy and, upon request of any member, applicant or intervenor, also in the Cree language.

18.2.30 All necessary steps shall be taken by way of notice, dissemination of information, and scheduling and location of hearings to provide and promote public awareness of and participation at hearings.

18.2.31 The officers and employees necessary for the proper conduct of the EMRIRB, including experts or anyone having technical knowledge, may be appointed, and shall be remunerated by the EMRIRB recognizing that secondment of government staff may be appropriate in certain cases.

18.2.32 Such officers and employees shall be responsible to, and under the direction and control of the EMRIRB.

18.2.33 All officers and employees of the EMRIRB shall conform to the same rules respecting conflict of interest as members of the EMRIRB.

18.2.34 The costs of the EMRIRB shall be the responsibility of Government. The EMRIRB shall prepare an annual budget subject to review and approval by Government.

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RELATED CLAUSES:

- 6.2.3 Development impact assessment to apply in Protected Areas
- 6.5.4 Development impact assessment to apply in Marine Protected Areas
- 16.7 The EMRIRB may participate in Eeyou Marine Region Council
- 18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board (EMRIRB)
- 18.3 Relationship to the land use planning provisions
- 18.4 Screening of Project Proposals
- 18.5 Review of Project Proposals by the EMRIRB
- 18.7 Monitoring provisions
- 18.9 Implementation provisions
- 18.11 Review of projects with transboundary impacts
- 18.12.1 to 18.12.3 Geographic application of Chapter 18
- 18.12.4 to 18.12.5 Limitations
- Schedule 18-1 Types of Project Proposals exempt from screening
- 30.5 The EMRIRB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 Operation and management of the NMRIRB and the EMRIRB development impact assessment regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The costs of the EMRIRB are the responsibility of Government. The EMRIRB is to prepare an annual budget, subject to review and approval by Government. (18.2.34)

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2. The provision of funding for the review of projects, which are proposed for the EMR and that are to be undertaken by a federal environmental assessment panel, will be the responsibility of the federal government as set out in Activity Sheet # 18-5. To the extent that funding for the EMRIRB will be required for participation in this process, it will be provided for by way of the funding for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2, or as participant funding related to this process.
3. Identified funding, Eeyou Marine Region Impact Review Board (2008 constant dollars):

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 359,065	\$ 246,760	\$ 239,260	\$ 239,260	\$ 239,260

Year 6	Year 7	Year 8	Year 9	Year 10
\$ 239,260	\$ 239,260	\$ 239,260	\$ 239,260	\$ 239,260

4. The detailed cost and worksheet notes for the Eeyou Marine Region Impact Review Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided for the operation and administration of the EMRIRB, and it is not intended that the board shall be constrained to any particular line item.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the chairperson of the EMRIRB will be from Eeyou Istchee (i.e., for budget estimate purposes).
2. As provided for under 18.2.23, it is assumed that the by-laws and rules of procedure for conducting the business by the EMRIRB will largely mirror those of the Nunavut Impact Review Board (NIRB) and the Nunavik Marine Region Impact Review Board (NMRIRB) with adjustments as appropriate to reflect the fact that the EMRIRB is a separate institution of public government.
3. As provided under Activity Sheet # 30-1, the EMRIRB will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.

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4. It is assumed that the EMRIRB shall share offices and administrative staff with the Eeyou Marine Region Planning Commission. As well, as provided under 18.2.15 of the Agreement, it is assumed that the head office and administrative staff of the EMRIRB will be located within Eeyou Istchee. This means that the offices of the EMRPC and the EMRIRB will have to be co-located in a community in the Eeyou Ischee region and that secretariat and other administrative services will be shared between the two offices. The budgetary impacts related to the sharing of facilities and various administrative services are reflected in the detailed cost and worksheet notes prepared for this Sheet and for Activity Sheet # 8-2.
5. With regard to the preparation of an annual budget for the EMRIRB, and the submission of the draft budget to Government for review and approval as provided for under subsection 18.2.34 of the Agreement, it is expected that the draft budgets will be submitted sixty (60) days prior to the beginning of a fiscal year.
6. The annual budget submissions should be sent by the EMRIRB to the following:
 - Director
 - James Bay Implementation Office
 - Implementation Branch
 - Claims and Indian Government
 - Department of Indian Affairs and Northern Development
 - Les Terrasses de la Chaudière
 - Room 1550, 25 Eddy Street
 - Gatineau, QC
 - Postal Address: Ottawa, ON K1A 0H4

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Project: Eeyou Marine Region Impact Review Board - Operation and Administration Costs										
\$2008 Constant										
(2008 Constant Dollars)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD COSTS										
Honoraria: Chairperson:	22,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000
Members (4)	24,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Project Screening	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Airfare	27,200	13,600	13,600	13,600	13,600	13,600	13,600	13,600	13,600	13,600
Meals & incidentals	6,524	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262
Accommodations	8,760	4,380	4,380	4,380	4,380	4,380	4,380	4,380	4,380	4,380
Meeting room rental	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Training	1,380	840	840	840	840	840	840	840	840	840
STAFF COSTS (50%)										
Regional Planner	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151	34,151
Benefits	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275	10,275
Administrative Assistant	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606	28,606
Benefits	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896
Hiring and relocation	5,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
OPERATIONAL TRAVEL										
Airfare - inside and outside EMR	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356	12,356
Airfare - Staff to Commission meetings	2,488	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244
Meals and incidentals	4,241	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588
Accommodations	6,264	5,388	5,388	5,388	5,388	5,388	5,388	5,388	5,388	5,388
OFFICE COSTS (50%)										
Rent	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Office equipment & supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Communications	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Public information & advertising	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Computer, printer, software	3,750	750	750	750	750	750	750	750	750	750
Books and periodicals	375	375	375	375	375	375	375	375	375	375
Office furnishings	7,500	500	500	500	500	500	500	500	500	500
OTHER										
Teleconferences and delivery of material	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Translation - fees	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
GIS and data acquisition	35,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Professional services	50,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Web site development & maintenance	10,000	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Audit fees	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
GRAND TOTAL	359,065	246,760	239,260	239,260	239,260	239,260	239,260	239,260	239,260	239,260

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COST WORKSHEET NOTES

Eeyou Marine Region Impact Review Board

- Honoraria for chairperson: \$500 per day
- Honoraria for four (4) Members: \$375 per day
- Board meetings costed on the basis of 4 meetings of 2 days duration each in the first year of operation and 2 meetings per year thereafter
- Honoraria for chairperson includes 20 days for other Board work in addition to the time necessary to prepare for and attend Board meetings
- Meeting room costs estimated at \$250 per day
- Salary for staff positions costed at the mid-range of the classification and the salary and benefits for the staff positions are shared 50/50 with the Eeyou Marine Region Planning Commission (EMRPC)
- Operational travel costed on the basis of 4 trips per year within Eeyou Istchee and 4 trips per year to destinations outside Eeyou Istchee by the staff or chairperson for purposes of liaison with either government officials or other institutions of public government (IPGs)
- Meal allowances and incidental expenses based on federal travel directive rates
- Accommodations for persons on travel status averaged at \$146 per night, which reflects the cost of hotel rates in Eeyou Istchee
- Office costs are shared 50/50 with the Eeyou Marine Region Planning Commission
- Office rent based on \$2,000 per month for 3 offices and a common use area
- Office costs based on equipment and supplies for 3 people (2 staff plus chairperson)
- Office communications costs have been averaged at \$250 per person per month
- Computer equipment start-up costs are estimated at \$7,500 and software license and upgrades are costed at \$500 per person per year thereafter
- Office furnishings costed at \$15,000 for first year and \$1,500 thereafter
- Translation fees and expenses for the EMRIRB are based on 20 days of translation work at \$450 per day

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- Geographic Information System and data acquisition costs estimated at \$35,000 for first year and \$5,000 thereafter
- Professional services costed at \$50,000 in first year and \$25,000 per year thereafter.
- Web site costed at \$10,000 in each of first two years and \$2,500 per year thereafter

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 3****PROJECT:** Screening of Project Proposals

RESPONSIBILITY: Eeyou Marine Region Planning Commission (EMRPC); Eeyou Marine Region Impact Review Board (EMRIRB); Canada; Government of Nunavut (GN); Federal or territorial Minister having jurisdictional responsibility for authorizing a project to proceed (Minister); federal minister responsible for making determination under paragraph 18.4.8 a) (Federal Minister)

PARTICIPANTS/LIAISON: Proponent; Canada - Minister of the Environment; Government of Nunavut - Minister of the Environment

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Forward Project Proposal with determination and recommendations to the EMRIRB for screening after determining that proposed project is in conformity with the EMR land use plan, unless Project Proposal is exempted under Schedule 18-1 (18.3.1)	EMRPC	As soon as possible after Activity 4 or Activity 7 on Activity Sheet # 8-4
2	Refer Project Proposal falling within Schedule 18-1 to EMRIRB for screening if it has concerns respecting cumulative impacts of Project Proposal in relation to other development activities (18.3.3)	EMRPC	As required
3	In the absence of approved land use plan for EMR, directly refer all Project Proposals to the EMRIRB for screening unless exempt under Schedule 18-1 (18.3.5)	EMRPC	Prior to approval of the EMR land use plan as per Activity Sheet # 8-3
4	Receive Project Proposal and screen Project Proposal using guiding principles under sub-section 18.4.2	EMRIRB	As soon as practicable after Activities 1, 2 or 3

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	<p>Indicate to Minister in writing and make public determination as to whether:</p> <p>a) the Project Proposal may be processed without review under 18.5;</p> <p>b) the Project Proposal requires formal review under 18.5;</p> <p>c) the Project Proposal requires further clarification, or</p> <p>d) the Project Proposal should be modified or abandoned</p> <p>(subsection 18.4.4)</p>	EMRIRB	<p>After Activity 4 and as specified in subsection 18.4.5:</p> <ul style="list-style-type: none"> • Within 45 days; • Beyond 45 days with approval of Minister or; • As required by licencing authority
6	Give full and fair consideration of the EMRIRB determination and recommendations	Minister	After Activity 5
7	<p>If Project Proposal involves matter of important national interest, then:</p> <p>a) consult with Minister of the Environment of Canada, Nunavut Minister of the Environment and EMRIRB;</p> <p>b) make determination that Project Proposal would be best reviewed under section 18.6 and provide reasons in writing</p>	Federal Minister	Within ninety (90) days of the indication from the EMRIRB to the Minister that the Project Proposal requires review under Activity 5 b) or within a further consecutive ninety (90) day period as provided under paragraph 18.4.8 a)
8	<p>If Project Proposal is to be carried out partly within the EMR and partly outside the EMR, then :</p> <p>a) consult with Federal Minister, Minister of the Environment of Canada and EMRIRB;</p> <p>b) make determination that Project Proposal would be best reviewed under section 18.6</p>	Minister	As soon as possible after Activity 6

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
9	<p>Make decision as to whether</p> <p>a) the Project Proposal may be processed without review</p> <p>b) the Project Proposal to be reviewed by EMRIRB under 18.5;</p> <p>c) the Project Proposal to be reviewed by a federal environmental assessment panel under 18.6;</p> <p>d) the Project Proposal to be clarified and resubmitted to the EMRIRB; or</p> <p>e) the Project Proposal to be modified and resubmitted to EMRIRB, referred to review or abandoned after Consultation with the EMRIRB</p>	Minister	As soon as practicable after Activity 6, 7 or 8 as the case may be
PROJECT TO PROCEED WITHOUT REVIEW OR WITH REVIEW (Activity 9a)			
10	Notify the EMRIRB that the Minister is referring or considering referring the Project Proposal for review	Minister	Within 15 days of receiving the EMRIRB determination that a Project Proposal may be processed without review
11	<p>If the Minister notifies the EMRIRB within 15 days that he/she is referring or considering referring the Project Proposal for review, then wait for the decision of the Minister and inform Proponent that Project Proposal is being referred or considered for referral for review</p> <p><u>OR</u></p> <p>If the Minister does not notify the EMRIRB within 15 days, then proceed with Project Proposal without review and inform Proponent</p>	EMRIRB	<p>Within a reasonable time after notification</p> <p>15 days after the Minister has received the EMRIRB determination that a Project Proposal may be processed without review</p>

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
12	If the Minister affirms the EMRIRB determination that the Project Proposal may be processed without review, then proceed without review and inform the Proponent	EMRIRB	After Activity 11
13	If the Minister decides to refer the Project Proposal to the EMRIRB for review under Section 18.5, then proceed as per Activity Sheet # 18-4	EMRIRB	As soon as possible after the Minister's decision is known
14	If the Minister decides to refer the Project Proposal to a federal panel for review under Section 18.6, then proceed as per Activity Sheet # 18-5	EMRIRB	As soon as possible after the Minister's decision is known
PROJECT TO BE REVIEWED BY EMRIRB (Activity 9b)			
15	If Minister decides that the Project Proposal should be reviewed by the EMRIRB, then proceed as per Activity Sheet # 18-4;	Minister	After Activity 9b)
PROJECT TO BE REVIEWED BY FEDERAL ASSESSMENT PANEL (Activity 9c)			
16	If Minister determines that the Project Proposal should be reviewed by federal environmental assessment panel, then proceed as per Activity Sheet # 18-5	Minister	After Activity 9c)
PROJECT RETURNED TO PROPONENT FOR CLARIFICATION (Activity 9d)			
17	If Minister decides that the Project Proposal should be clarified and resubmitted to the EMRIRB, then return Project Proposal to Proponent for clarification and resubmission to the EMRIRB (subsection 18.4.9)	Minister	After Activity 9d)
PROJECT TO BE MODIFIED, REFERRED TO REVIEW OR ABANDONED (Activity 9e)			

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
18	<p>If Minister decides that the Project Proposal should be modified, referred to review or abandoned, then :</p> <p>a) return Project Proposal to Proponent to for modification and resubmission to the EMRIRB;</p> <p>b) refer Project Proposal for review or;</p> <p>c) inform Proponent that Project Proposal should be abandoned</p> <p>(subsection 18.4.10)</p>	Minister	After Activity 9e)

OBLIGATIONS ADDRESSED:

- 18.3.1 Where the EMRPC determines, pursuant to subsection 8.5.12, that a Project Proposal is in conformity with the land use plans, or a variance has been approved, the EMRPC shall, subject to subsections 18.3.2, 18.3.3 and 18.4.3, forward the Project Proposal with its determination and recommendations to the EMRIRB for screening.
- 18.3.2 Project Proposals falling within Schedule 18-1 shall be exempt from the requirement for screening by the EMRIRB. The EMRPC shall not forward such Project Proposals to the EMRIRB.
- 18.3.3 Notwithstanding subsection 18.3.2, the EMRPC may refer a Project Proposal falling within Schedule 18-1 to the EMRIRB for screening, where the EMRPC has concerns respecting the cumulative impact of that Project Proposal in relation to other development activities in a planning region.
- 18.3.4 The EMRIRB shall not screen Project Proposals that are not in conformity with land use plans, unless an exemption has been received under subsection 8.5.13 or a variance has been approved under subsection 8.5.12.
- 18.3.5 Sub-sections 18.3.1 to 18.3.4 shall apply where a land use plan has been approved pursuant to subsection 8.5.11. In the absence of an approved land use plan, all Project Proposals other than those that fall within Schedule 18-1, subject to subsection 18.3.3, shall be referred directly by the EMRPC to the EMRIRB for screening.

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18.4.1 Upon receipt of a Project Proposal, the EMRIRB shall screen the Project Proposal to determine whether it has significant impact potential, and therefore whether it requires review under section 18.5.

18.4.2 In screening a Project Proposal, the EMRIRB shall be guided by the following principles:

- (a) the EMRIRB generally shall determine that such a review is required when, in its judgement,
 - i) the project may have significant adverse effects on the ecosystem, Wildlife habitat or Cree Harvesting activities,
 - ii) the project may have significant adverse socio economic effects,
 - iii) the project will cause significant public concern, or
 - iv) the project involves technological innovations for which the effects are unknown;
- (b) the EMRIRB generally shall determine that such a review is not required when, in its judgment, the project is unlikely to arouse significant public concern and
 - i) the adverse Ecosystemic and socio economic effects are not likely to be significant, or
 - ii) the project is of a type where the potential adverse effects are highly predictable and mitigable with known technology; and
- (c) in determining whether a review is required or not the EMRIRB shall give greater weight to the provisions of paragraph 18.4.2 a).

18.4.3 Any application for a component or activity of a Project Proposal that has been permitted to proceed in accordance with these provisions shall be exempt from the requirement for screening by the EMRIRB unless:

- (a) such component or activity was not Part of the original Project Proposal; or
- (b) its inclusion would significantly modify the Project Proposal.

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18.4.4 Upon receipt of a Project Proposal, the EMRIRB shall screen the Project Proposal and indicate to the Minister in writing and make public that:

- (a) the Project Proposal may be processed without a review under section 18.5; the EMRIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in subsection 18.2.5;
- (b) the Project Proposal requires review under section 18.5; the EMRIRB shall identify particular issues or concerns which should be considered in such a review;
- (c) the Project Proposal is insufficiently developed to permit proper screening, and should be returned to the Proponent for clarification; or
- (d) the potential adverse impacts of the Project Proposal are so unacceptable that it should be modified or abandoned.

18.4.5 The EMRIRB shall carry out its responsibilities under subsection 18.4.4:

- (a) where there is a legal requirement for a licensing authority to make a decision within a certain time period, within a time period that would allow the licensing authority to conform with that requirement;
- (b) with the approval of the Minister, within a time period exceeding forty five (45) days; or
- (c) in any other situation, within forty five (45) days.

18.4.6 Where the EMRIRB indicates to the Minister that a Project Proposal may be processed without review, the Project Proposal shall be processed under relevant Legislation, unless the Minister decides to refer it for such a review.

18.4.7 Within fifteen (15) days of receiving the EMRIRB determination that a Project Proposal may be processed without review, the Minister shall notify the EMRIRB if the Minister is referring or considering referring the Project Proposal for review. If the Minister does not notify the EMRIRB within this time period, the Project Proposal may be processed without review. If the Minister notifies the EMRIRB that the Project Proposal is being referred or considered for referral for review, the Project Proposal

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shall not proceed. Following notification to the EMRIRB that the Minister is considering referring a Project Proposal for review, the Minister will either affirm the EMRIRB determination that the project proposal may be processed without review, refer the Project Proposal to the EMRIRB for review under section 18.5 or refer it to a federal panel for review under section 18.6.

Following the fifteen (15) day period, the EMRIRB shall advise the proponent that the Project Proposal may be processed without review or that it is being considered for referral.

18.4.8

Where the EMRIRB indicates to the Minister that a Project Proposal requires review, the Minister shall:

- (a) refer the Project Proposal to the Minister of the Environment of Canada for review, including a review of both socio economic and Ecosystemic impacts, by a federal environmental assessment panel in accordance with section 18.6 where:
 - i) the Project Proposal involves a matter of important national interest and a federal Minister determines that, for reasons stated in writing, the Project Proposal would be best reviewed under section 18.6, provided that:
 - A. a review pursuant to this subparagraph shall occur only on an exceptional basis and shall reflect the primary objectives of subsection 18.2.5;
 - B. such determination shall be made within ninety (90) days of the indication from the EMRIRB to the Minister that the Project Proposal requires review or within a further consecutive ninety (90) day period where the federal Minister notifies the EMRIRB in writing within the first ninety (90) days that such an extended period is required to make the determination; and
 - C. such determination shall be made following consultation with the Minister of the Environment of Canada, the territorial Minister responsible for the environment and the EMRIRB;

or

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- ii) the Project Proposal is to be carried out partly within the EMR and partly outside the EMR, unless the federal Minister, the Minister of the Environment of Canada and the EMRIRB agree that the Project Proposal will be reviewed pursuant to section 18.5; or
- (b) where a Project Proposal is not to be reviewed by a federal environmental assessment panel pursuant to paragraph (a) above, refer the Project Proposal to the EMRIRB for a review of the Ecosystemic and socio-economic impacts in the EMR.

18.4.9 Where the EMRIRB indicates to the Minister that a Project Proposal should be returned to the Proponent for clarification, the Minister shall return the Project Proposal to the Proponent for clarification and resubmission to the EMRIRB to be dealt with in accordance with paragraph 18.4.4 a), b) or d).

18.4.10 Where the EMRIRB indicates to the Minister that a Project Proposal should be modified or abandoned, the Minister, after Consultation with the EMRIRB, shall:

- (a) return the Project Proposal to the Proponent for modification and resubmission to the EMRIRB to be dealt with in accordance with subsection 18.4.4;
- (b) where it appears to be in the national or regional interest that a Project Proposal be reviewed, refer the Project Proposal for review as provided in paragraph 18.4.8 a) or b) accompanied by written reasons for that decision; or
- (c) inform the Proponent that the Project Proposal should be abandoned.

RELATED CLAUSES:

Chapter 1	Definition of “Consultation”
Chapter 1	Definition of “Project Proposal”
6.2.3	Development impact assessment to apply in Protected Areas
6.5.4	Development impact assessment to apply in Marine Protected Areas

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- 8.5.13 Project Proposal may be referred for screening by the EMRIRB after exemption has been granted by Minister from conformity with land use plans
- 18.1.1 Definitions of “Certificate”, “Ecosystemic” “Minister” and “Proponent”
- 18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board
- 18.2.15 to 182.33 Operation and administration of EMRIRB
- 18.5.1 to 18.5.12 Review of Project Proposals by the EMRIRB
- 18.6.1 to 18.6.17 Review of projects by a federal environmental assessment panel
- 18.12.1 to 18.12.3 Geographic application of Chapter 18
- Schedule 18-1 Types of Project Proposals exempt from screening
- 30.5 EMRIRB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 Operation and management of the NMRIRB and the EMRIRB development impact assessment regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. Funding for the screening of Project Proposals by the EMRIRB is included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Coordination between the land use planning activities of the EMRPC and the Project Proposal screening activities of the Eeyou Marine Region Impact Review Board (EMRIRB) will help to be ensured by the Project Proposals for the sharing of offices and administrative staff between these two institutions of public government as provided for in Activity Sheet # 8-2 and Activity Sheet # 18-2.
2. The Project Proposal screening activities of the EMRIRB will need to be coordinated with the Nunavut Impact Review Board (NIRB) and the Nunavik Marine Region Review Board (NMRIRB) as well as with other bodies having similar responsibilities over other

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areas adjacent to the EMR where Project Proposals have transboundary implications or where Project Proposals have impacts in areas of joint use and occupancy.

3. Until such time as a land use plan has been approved for the Eeyou Marine Region, all Project Proposals other than those that fall within Schedule 18-1 shall be referred directly to the EMRIRB for screening. (18.3.5)
4. Project Proposals that are not in conformity with the approved EMR land use plan shall not be sent to the EMRIRB for screening until an exemption is obtained or a variance has been approved. (8.5.13)
5. No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by the EMRIRB until the screening has been completed and, if a review pursuant to sections 18.5 or 18.6 is to be conducted, until after that review has been completed and a EMRIRB project Certificate has been issued by the EMRIRB pursuant to Chapter 18. (18.10.1)
6. As provided under Activity Sheet # 30-1, the EMRIRB will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 4****PROJECT:** **Review of Project Proposals by the EMRIRB****RESPONSIBILITY:** Federal or territorial Minister having jurisdictional responsibility for authorizing a project to proceed (Minister); Eeyou Marine Region Impact Review Board (EMRIRB); Proponent of development project (Proponent); Canada; Government of Nunavut (GN)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer Project Proposal to the EMRIRB for review (18.4.8) and identify particular issues or concerns that the EMRIRB is to consider in its review of the Project Proposal (18.5.1), and propose priorities and reasonable time frames for completion of the review (18.5.4)	Minister	As soon as practicable after Activity 13 of Activity Sheet # 18-3
2	Issue guidelines to Proponent for preparation of impact statement after soliciting advice as appropriate OR Accept original Project Proposal if it contains the information required for an impact statement (18.5.2)	EMRIRB	As soon as practicable after Activity 1
3	Prepare impact statement if required and submit to the EMRIRB	Proponent	As soon as possible and within time frames as may be stipulated
4	Conduct review by means of correspondence, public hearings, or other procedures	EMRIRB	As soon as practicable after submission of information required for impact statement
5	Issue report to the Minister and the Proponent with a determination on the acceptability of the project and on terms and conditions if project is to proceed and make the report public (18.5.6)	EMRIRB	As soon as practicable after Activity 4

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Give full and fair consideration of the report submitted by the the EMRIRB after its review	Minister	As soon as practicable after Activity 5
7	Make decision as to whether to: a) accept the report of the EMRIRB; b) reject the recommendations contained therein on the grounds enumerated at 18.5.7 b), c) or d) c) refer the report back to EMRIRB for further review or public hearing on the grounds enumerated at 18.5.7 e)	Minister	As soon as practicable after Activity 6
8	If the Minister accepts the report of the EMRIRB as per paragraph 18.5.7 a), then proceed directly to Activity 12	Minister	After Activity 7a)
9	If the Minister rejects the recommendations of the report of the EMRIRB on the grounds enumerated at 18.5.7 b), then advise the Proponent accordingly and proceed directly to Activity 13	EMRIRB	After Activity 7b)
10	If the Minister rejects the recommendations of the report of the EMRIRB on the grounds enumerated at 18.5.7 c) or d), then reconsider and amend the terms and conditions of report, refer revised report back to Minister, make revised report public and proceed directly to Activity 12	EMRIRB	After Activity 7b) and within forty-five (45) days or such time as agreed upon with the Minister
11	If the Minister refers the report back to the EMRIRB pursuant to 18.5.7 e), then proceed with further review and public hearings and submit a further report to the Minister and proceed to Activity 7	EMRIRB	After Activity 7c)
12	Make final decision and supply the EMRIRB with written reasons for every decision	Minister	After Activities 8 and 10 as appropriate
13	Make public the written reasons for the decision by the Minister	EMRIRB	As soon as possible after Activities 9 and 12

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
14	Issue project Certificate including final terms and conditions for project to proceed where it has been determined that the project should proceed	EMRIRB	As soon as practicable after Activity 12

OBLIGATIONS ADDRESSED:

18.5.1 In sending a Project Proposal for review, the Minister may identify particular issues or concerns which the EMRIRB shall consider in such a review. This shall not limit the EMRIRB from reviewing any matter within its mandate.

18.5.2 When a Project Proposal has been referred to the EMRIRB by the Minister for review, the EMRIRB shall, upon soliciting any advice it considers appropriate, issue guidelines to the Proponent for the preparation of an impact statement. It is the responsibility of the Proponent to prepare an impact statement in accordance with any guidelines established by the EMRIRB. Where the original Project Proposal submitted by the Proponent for screening contains the information required for an impact statement, the EMRIRB may accept the original Project Proposal instead of requiring the preparation of an impact statement. Where appropriate, an impact statement shall contain the following:

- (a) project description, including the purpose and need for the project;
- (b) anticipated Ecosystemic and socio economic impacts of the project;
- (c) anticipated effects of the project on the Environment and vice versa;
- (d) steps which the Proponent proposes to take including any contingency plans, to avoid and mitigate adverse impacts;
- (e) steps which the Proponent proposes to take to optimize benefits of the project, with specific consideration being given to expressed community and regional preferences as to benefits;
- (f) steps which the Proponent proposes to take to compensate interests adversely affected by the project;

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- (g) the monitoring program that the Proponent proposes to establish with respect to Ecosystemic and socio economic impacts;
- (h) the interests in Lands, Water or Seawater which the Proponent has secured, or seeks to secure;
- (i) options for implementing the Project Proposal;
- (j) anticipated effects of the project on Wildlife and the use of Wildlife by Crees;
- (k) report on discussions carried out and agreements reached with concerned Cree communities;
- (l) a summary of the provisions and the main conclusions of the impact statement; and
- (m) any other matters that the EMRIRB considers relevant.

18.5.3 The EMRIRB may conduct its review by means of correspondence, public hearings or such other procedures as it deems appropriate to the nature of the project and range of impacts.

18.5.4 The Minister may propose priorities and reasonable time frames for completion of the reviews.

18.5.5 The EMRIRB shall, when reviewing any Project Proposal, take into account all matters that are relevant to its mandate, including the following:

- (a) whether the project would enhance and protect the existing and future well being of residents of the EMR, of individuals using the EMR, of the coastal Cree communities of Eeyou Istchee and of their members taking into account the interests of other Canadians;
- (b) whether the project would unduly prejudice the Ecosystemic integrity of the EMR;
- (c) whether the Project Proposal reflects the priorities and values of the individuals resident in or using the EMR and of the coastal Cree communities of Eeyou Istchee and of their members;

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- (d) steps which the Proponent proposes to take to avoid and mitigate adverse impacts;
- (e) steps the Proponent proposes to take, or that should be taken, to compensate interests adversely affected by the project;
- (f) posting of performance bonds;
- (g) the monitoring program that the Proponent proposes to establish, or that should be established, for Ecosystemic and socio economic impacts, including tracking the effectiveness of the steps referred to in paragraphs d) and e) above; and
- (h) steps which the Proponent proposes to take, or that should be taken, to restore Ecosystemic integrity following project abandonment including a procedure of community input for developing and implementing close out plans.

18.5.6 After reviewing the Project Proposal, the EMRIRB shall make public and issue a report to the Minister and the Proponent containing:

- (a) its assessment of the project and its impacts;
- (b) its determination as to whether or not the project should proceed based on its assessment under paragraph a) above; and
- (c) in the event the project were to proceed, terms and conditions reflecting the primary objectives set out in subsection 18.2.5.

18.5.7 Upon receipt of the EMRIRB report, the Minister shall:

- (a) accept the report of the EMRIRB as to whether or not the project should or should not proceed, including terms and conditions;
- (b) where the EMRIRB has determined that a project should proceed, reject that determination on the basis that the Project Proposal is not in the national or regional interest; the Proponent shall be so advised by the EMRIRB;
- (c) where the EMRIRB has determined that a project should proceed, reject the report on the grounds that:

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- (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the Ecosystemic and socio economic impacts, or
- (ii) the terms and conditions are so onerous that they would undermine the viability of a project that is in the national or regional interest,

and in such situations the EMRIRB shall reconsider the terms and conditions under which the project should be approved in light of the Minister's reasons;

- (d) where the EMRIRB has determined that a project should not proceed, reject that determination on the grounds that the project should have been approved because of its importance in the national or regional interest; thereupon, the Minister shall refer the report back to the EMRIRB to consider terms and conditions which should be attached to any project approval; or
- (e) where the report is deficient with respect to Ecosystemic and socio-economic issues, refer the report back to the EMRIRB for further review or public hearings; upon such further review or hearings, the EMRIRB shall submit a further report to the Minister which shall be accepted or rejected in accordance with paragraphs a), b), c) or d) above.

18.5.8 Upon considering or reconsidering the terms and conditions of a project approval further to paragraphs 18.5.7 c) or d), the EMRIRB shall:

- (a) within forty-five (45) days, or such time as agreed upon with the Minister, make any alterations it considers appropriate;
- (b) refer its revised report back to the Minister; and
- (c) make its revised report available to the public.

18.5.9 Upon receipt of a revised EMRIRB report under subsection 18.5.8, the Minister shall:

- (a) accept the terms and conditions; or
- (b) reject or vary the terms and conditions, in whole or in part, on the grounds set out in sub-paragraphs 18.5.7 c), (i) or (ii).

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- 18.5.10 The Minister shall supply the EMRIRB with written reasons for every decision. The EMRIRB shall make these reasons public.
- 18.5.11 Notwithstanding subsections 18.5.7 and 18.5.9, the EMRIRB’s determination with respect to socio economic impacts unrelated to Ecosystemic impacts shall be treated as recommendations to the Minister, which may be accepted, rejected or varied by the Minister without limitation to the grounds set out in subsections 18.5.7 and 18.5.9.
- 18.5.12 Upon completion of the process described in subsections 18.5.1 to 18.5.11 where it has been determined that a project should proceed, the EMRIRB shall issue a project Certificate including any terms and conditions which have been accepted or varied by the Minister.

RELATED CLAUSES:

- Chapter 1 Definition of “Project Proposal”
- 6.2.3 Development impact assessment to apply in Protected Areas
- 6.5.4 Development impact assessment to apply in Marine Protected Areas
- 8.5.13 Proposals may be referred for screening by the EMRIRB after exemption has been granted by Minister from conformity with land use plan
- 18.1.1 Definitions of “Certificate”, “Ecosystemic”, “Minister”, and “Proponent”
- 18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board
- 18.2.15 to 18.2.34 Operation and administration of the EMRIRB
- 18.4.1 to 18.4.10 Screening of Project Proposals
- 18.6.1 to 18.6.17 Review of projects by a federal environmental assessment panel
- 18.10.2 Approvals or licences for exploration or development activities related to a project may be issued prior to completion of the EMRIRB review or federal environmental assessment panel review if activity falls within Schedule 18-1 or the activity can, in the opinion of the EMRIRB, proceed without such a review

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- 18.11.1 to 18.11.3 Review of projects with transboundary impacts
- 18.12.1 to 18.12.3 Geographic application of Chapter 18
- Schedule 18-1 Types of Project Proposals exempt from screening
- 30.5 EMRIRB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
- 30.6 Operation and management of the NMRIRB and the EMRIRB development impact assessment regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

- 1. Funding for the review of Project Proposals, where the Minister has decided that the Project Proposal should be reviewed by the EMRIRB, is included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by the EMRIRB until the screening has been completed and, if a review pursuant to sections 18.5 or 18.6 is to be conducted, until after that review has been completed and an EMRIRB project Certificate has been issued by the EMRIRB pursuant to Chapter 18. (18.10.1)
- 2. The Project Proposal review activities of the EMRIRB, in certain cases, might need to be coordinated with the Nunavut Impact Review Board (NIRB) and/or the Nunavik Marine Region Review Board (NMRIRB) as well as with other bodies having similar responsibilities over other areas adjacent to the EMR where Project Proposals could potentially have transboundary implications or where projects have impacts in areas of joint use and occupancy.
- 3. As provided under Activity Sheet # 30-1, the EMRIRB will have to ensure that the provisions of Section VII of the Cree/Inuit Offshore Overlap Agreement are respected when making decisions or recommendations concerning the Joint Zone.

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 5**

PROJECT: Review of projects by a federal environmental assessment panel

RESPONSIBILITY: Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister); Canada - Minister of the Environment (Minister - EC); Environment Canada - federal environmental assessment panel (EC - Panel); Eeyou Marine Region Impact Review Board (EMRIRB); Proponent of development project (Proponent); Canada - federal minister (Federal Minister)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Refer Project Proposal for review by a federal environmental assessment panel where required by paragraph 18.4.8 a) of the Agreement	Minister	As soon as practicable after Activity 14 of Activity Sheet # 18-3
2	Constitute panel as stipulated pursuant to subsections 18.6.2 or 18.6.3 of the Agreement	Minister - EC	As soon as practicable after Activity 1
3	Prepare draft guidelines for preparation of impact statement and submit to the EMRIRB for review and input into their development (18.6.5)	EC - Panel	As soon as practicable after Activity 2
4	Present views on draft guidelines	EMRIRB	As soon as possible after Activity 3
5	Give full and fair consideration to the views of the EMRIRB, finalize guidelines for the preparation of the impact statement and issue to the Proponent	EC - Panel	As soon as practicable after Activity 4
6	Prepare impact statement and submit to the EC - Panel	Proponent	As soon as possible and within time frames as may be stipulated

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Conduct public hearings according to subsection 18.6.7 and after giving the EMRIRB adequate opportunity to review the Proponent's impact statement and after taking into account any recommendations or concerns that the EMRIRB may have identified (18.6.6)	EC - Panel	As soon as practicable after Activity 6
8	Submit report to the Minister of the Environment and the Federal Minister with a determination on the acceptability of the project (18.6.9)	EC - Panel	As soon as practicable after completing its review of the Project Proposal
9	Forward copy of EC - Panel report to the EMRIRB and make report public	Federal Minister	As soon as possible after Activity 8
10	Review EC - Panel report and submit findings and conclusions to Federal Minister (18.6.10)	EMRIRB	Within sixty (60) days of receipt of the report
11	Give full and fair consideration of the recommendations submitted by the EMRIRB	Federal Minister	As soon as practicable after Activity 10
12	Make decision to: a) accept the EC Panel report; b) accept the EC Panel report with the modifications proposed by the EMRIRB or; c) reject the EC Panel report on the grounds stated at paragraph 18.6.11 c) and provide the EMRIRB with written reasons	Federal Minister	As soon as practicable after Activity 11
13	If Federal Minister rejects the EC Panel report on the basis that the Project Proposal is not in the national interest, then inform the Proponent	Federal Minister	As soon as possible after Activity 12c)
14	If Federal Minister rejects the EC Panel report on the grounds enumerated in 18.6.11 c)(ii) or (iii), then refer to EMRIRB for reconsideration of terms and conditions	Federal Minister	As soon as possible after Activity 12c)

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
15	Submit revised terms and conditions of project approval to Federal Minister (18.6.12)	EMRIRB	Within thirty (30) days of Activity 14 or as agreed with Federal Minister
16	Make final decision to: a) accept terms and conditions or; b) reject or vary terms and conditions in whole or in part on the grounds stated at paragraph 18.6.13 b) and provide the EMRIRB with written reasons	Federal Minister	As soon as practicable after Activity 15
17	Issue project Certificate including final terms and conditions for project to proceed as approved by Federal Minister	EMRIRB	As soon as practicable after Activities 12 or 16

OBLIGATIONS ADDRESSED:

- 18.6.1 Where the Minister under paragraph 18.4.8 a) decides to refer a Project Proposal to the Minister of the Environment of Canada for public review by a federal environmental assessment panel, the panel shall conduct its review in accordance with the provisions of section 18.6 and with any other procedures, principles and general practices that provide at least the same opportunity for an open and comprehensive public review as was provided by the *Environmental Assessment and Review Process Guidelines Order* (S.O.R./84 467, 22 June, 1984).
- 18.6.2 For a Project Proposal within the EMR, the Minister of the Environment of Canada shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter (1/4) of the panel members shall be appointed from a list of nominees given to the Minister of the Environment of Canada by the GDO, and at least one quarter (1/4) from a list of nominees given to the Minister of the Environment of Canada by the appropriate Minister of the government of Nunavut. Nothing shall prevent the GDO or the Minister of the government of Nunavut from nominating candidates who are already members of the EMRIRB.
- 18.6.3 When a Project Proposal would take place both inside the EMR and an adjacent area used by another aboriginal group or groups, at least one

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quarter (1/4) of the panel members shall be appointed from nominees of the GDO and the other relevant aboriginal group or groups, in accordance with any agreement between the GDO and the other aboriginal group or groups.

18.6.4 Members of panels shall:

- (a) be unbiased and free of any potential conflict of interest relative to the Project Proposal under review; for greater certainty no panel member who is a Cree shall be considered biased solely because the panel member is a Cree; and
- (b) have special knowledge and experience relevant to the anticipated technical, environmental or social effects of the Project Proposal under review.

18.6.5 Once constituted, a panel may issue to the project Proponent a set of guidelines for the preparation of a statement by the Proponent on Ecosystemic and socio-economic impacts. Any such guidelines shall, where appropriate, require the statement to contain information with respect to those matters listed in subsection 18.5.2. The EMRIRB shall review the guidelines and provide input into their development.

18.6.6 The panel shall ensure that the EMRIRB has adequate opportunity to review the Proponent's impact statement prior to commencement of public hearings, and the panel shall take into account any recommendations or concerns that the EMRIRB has identified.

18.6.7 In the conduct of its public hearings under these provisions, a panel shall be bound *mutatis mutandis* by subsections 18.2.25, 18.2.27 and 18.2.28. The panel's powers, including any powers of subpoena, shall not be less than those available to federal environment assessment and review panels established under Laws of General Application.

18.6.8 The panel, when assessing any Project Proposal, shall take into account all matters that are relevant to its mandate, including as appropriate those matters listed in subsection 18.5.5.

18.6.9 Upon completion of its review, the panel shall forward its report to the Minister of the Environment of Canada and the federal Minister, who shall make it public and who shall forward a copy to the EMRIRB.

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18.6.10 Upon receipt of the report of the panel, the EMRIRB shall have sixty (60) days to review the report and forward its findings and conclusions to the federal Minister with respect to Ecosystemic and socio economic impacts in the EMR. The EMRIRB may identify deficiencies in the panel report, additional terms, conditions and mitigative measures that should be attached to any project approval, additional data requirements, and any other conclusions deemed pertinent by the EMRIRB including whether or not the Project Proposal should proceed. In so doing, the EMRIRB shall be guided by the primary objectives set out in subsection 18.2.5.

18.6.11 Upon receipt of the panel report and the recommendations of the EMRIRB, the Minister shall:

- (a) accept the report with the terms and conditions proposed by the panel insofar as they apply to the EMR;
- (b) accept the report insofar as it applies to the EMR with modifications proposed by the EMRIRB; or
- (c) reject the panel report or any Part thereof insofar as it applies to the EMR on the following grounds:
 - i) the Project Proposal should be rejected on the grounds that the Project Proposal is not in the national interest, in which case the Proponent shall be so advised by the federal Minister,
 - ii) the Project Proposal should be allowed to proceed because of its importance in the national interest, in which case the EMRIRB shall consider the terms and conditions with respect to the EMR which should be attached to any approval, or
 - iii) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level of Ecosystemic or socio economic impacts of the project, in which case the EMRIRB shall thereupon reconsider the terms and conditions with respect to the EMR in light of the federal Minister's objections.

18.6.12 In considering or reconsidering the terms and conditions of a project approval, the EMRIRB shall, within thirty (30) days or such other period as agreed upon with the federal Minister, report back to the federal

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Minister, with respect to the terms and conditions which should be attached to any project approval.

18.6.13 Upon receipt of the EMRIRB's report further to subsection 18.6.12, the federal Minister shall:

- (a) accept the terms and conditions; or
- (b) reject or vary the terms and conditions, in whole or in part, on the grounds that:
 - (i) any of the terms and conditions are more onerous than necessary or insufficient to mitigate to an acceptable level the Ecosystemic and socio-economic impacts in the EMR, or
 - (ii) the terms and conditions with respect to the EMR are so onerous that they would undermine the viability of a project which is in the national interest.

18.6.14 The federal Minister shall supply the EMRIRB with written reasons for every decision insofar as such decision applies to the EMR.

18.6.15 The role of the EMRIRB with respect to any federal environmental assessment panel report shall be confined to those parts of that report that are applicable to or affect the EMR.

18.6.16 Notwithstanding subsections 18.6.11 and 18.6.13, the panel's report or the EMRIRB's determination with respect to socio-economic impacts unrelated to Ecosystemic impacts shall be treated as recommendations to the federal Minister, which may be accepted, rejected or varied by the federal Minister without limitation to the grounds set out in subsections 18.6.11 and 18.6.13.

18.6.17 Upon completion of the process described in subsections 18.6.1 to 18.6.16, the EMRIRB shall issue an EMRIRB project Certificate including any terms and conditions which have been accepted or varied by the federal Minister.

RELATED CLAUSES:

Chapter 1 Definition of "Project Proposal"

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6.2.3	Development impact assessment to apply in Protected Areas
6.5.4	Development impact assessment to apply in Marine Protected Areas
18.1.1	Definitions of “Certificate”, “Ecosystemic”, “Minister”, and “Proponent”
18.2.1 to 18.2.14	Establishment of Eeyou Marine Region Impact Review Board
18.2.15 to 18.2.34	Operation and administration of the EMRIRB
18.6.1 to 18.6.17	Review of projects by a federal environmental assessment panel
18.10.2	Approvals or licences for exploration or development activities related to a project may be issued prior to completion of the EMRIRB review or federal environmental assessment panel review if activity falls within Schedule 18-1 or the activity can, in the opinion of the EMRIRB, proceed without such a review
18.11.1 to 18.11.3	Review of projects with transboundary impacts
18.12.1 to 18.12.3	Geographic application of Chapter 18
Schedule 18-1	Types of Project Proposals exempt from screening
30.5	The EMRIRB jurisdiction not exercised in Inuit Zone as defined in the Cree/Inuit Offshore Overlap Agreement
30.6	Operation and management of the NMRIRB and the EMRIRB development impact assessment regimes in the Joint Zone as defined in the Cree/Inuit Offshore Overlap Agreement

FUNDING:

1. The funding for the operation and administration of the Eeyou Marine Region Impact Review Board, that is identified in Activity Sheet # 18-2, does not include funding for reviews of Project Proposals that are to be undertaken by a federal environmental assessment panel.
2. The provision of funding for the review of projects, which are proposed for the EMR and that are to be undertaken by a federal environmental assessment panel, will be the responsibility of the federal government.

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3. To the extent that funding might be required for the EMRIRB to participate in a review of a Project Proposal, that is to be undertaken by a federal environmental assessment panel, such funding will be provided for by way of the funding for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2, or as participant funding related to the review process.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by the EMRIRB until the screening has been completed and, if a review pursuant to sections 18.5 or 18.6 is to be conducted, until after that review has been completed and an EMRIRB project Certificate has been issued by the EMRIRB pursuant to this Chapter. (18.10.1)

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CHAPTER 18– DEVELOPMENT IMPACT**SHEET # 18 - 6****PROJECT:** Monitoring of development projects**RESPONSIBILITY:** Eeyou Marine Region Impact Review Board (EMRIRB); Proponent of development project (Proponent); Federal and territorial government departments and agencies (Government departments and agencies)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish monitoring program for an approved development project in accordance with terms and conditions associated with approval for the project to proceed	EMRIRB	After issuing project Certificate as per Activity 14 of Activity Sheet # 18-4 or Activity 17 of Activity Sheet # 18-5
2	Supply reports and information to the EMRIRB on project operations and impacts, and implementation of mitigative measures	Proponent	As may be specified in the terms and conditions associated with approval for the project to proceed
3	Prepare reports and periodic evaluations on the monitoring program	EMRIRB	As may be specified in the EMRIRB project Certificate
4	Collect data and fulfill monitoring responsibilities	Government departments and agencies	Continuing responsibilities according to jurisdiction

OBLIGATIONS ADDRESSED:

18.7.1 The terms and conditions contained in:

- (a) an EMRIRB project Certificate issued pursuant to subsection 18.5.12 or 18.6.17; or
- (b) a recommendation of the EMRIRB pursuant to paragraph 18.4.4 a);
- (c) any approvals issued by the Nunavut Water Board,

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may provide for the establishment of a monitoring program for that project which may specify responsibilities for the Proponent, the EMRIRB or Government.

18.7.2 The purpose of a monitoring program set up pursuant to subsection 18.7.1 shall be:

- (a) to measure the relevant Ecosystemic and socio economic impacts of projects in the EMR and on the Cree coastal communities of Eeyou Istchee and their members;
- (b) to determine whether and to what extent the land or resource use in question is carried out within the predetermined terms and conditions;
- (c) to provide the information base necessary for agencies to enforce terms and conditions of land or resource use approvals; and
- (d) to assess the accuracy of the predictions contained in the project impact statements.

18.7.3 Without limiting the generality of subsection 18.7.2, the monitoring program set up pursuant to that section may include:

- (a) a requirement that regulatory agencies and the Proponent supply the EMRIRB with reports and information respecting project operations and impacts, and the implementation of mitigative measures;
- (b) a requirement for a periodic evaluation by the EMRIRB of monitoring programs for projects;
- (c) based on paragraph b) above, a requirement that the EMRIRB compile a report on the adequacy of the monitoring program and on the Ecosystemic and socio economic impacts of the project; and
- (d) considerations related to the cumulative impacts.

18.7.4 Responsible Government agencies and departments shall continue to fulfill their responsibilities for monitoring and data collection. Any monitoring responsibilities assigned to the EMRIRB shall not be a duplication of those functions.

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18.7.5 Any monitoring program established for a project under subsection 18.7.1 shall be designed so as to avoid duplication of duties and to facilitate coordination of monitoring activities and may, in addition to any other relevant matters, provide for the factors to be monitored and the specifications for such program.

RELATED CLAUSES:

- Chapter 1 Definition of “Project Proposal”
- 18.1.1 Definitions of “Certificate”, “Ecosystemic”, “Minister”, and “Proponent”
- 18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board
- 18.2.15 to 18.2.34 Operation and administration of the EMRIRB
- 18.5.1 to 18.5.12 Review of Project Proposals by the EMRIRB
- 18.6.1 to 18.6.17 Review of projects by a federal environmental assessment panel
- 18.8.1 to 18.8.4 Amendment of development certificates
- 18.10.1 to 18.10.5 Implementation and enforcement of project Certificates

FUNDING:

1. Funding for the monitoring of development projects in the EMR by the EMRIRB is included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Responsible Government agencies and departments shall continue to fulfill their responsibilities for monitoring and data collection. (18.7.4)
2. Any monitoring responsibilities, assigned to the EMRIRB for an approved development project, shall be designed so as to avoid duplication of duties and to facilitate coordination of monitoring activities with responsible Government agencies and departments. (18.7.5)

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3. Where permits, Certificates, licences or other Government approvals which implement or incorporate the terms and conditions of an EMRIRB project Certificate have been issued, the responsible Government department or agency shall continue to be responsible for the enforcement of the permit, Certificate, licence or other Government approval. (18.10.3)

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 7**

PROJECT:	Development of general environmental monitoring plan
RESPONSIBILITY:	Canada - Environment Canada (Canada - EC); Government of Nunavut (GN); Eeyou Marine Region Planning Commission (EMRPC)
PARTICIPANTS/LIAISON:	Canada - Department of Indian Affairs and Northern Development - Implementation Management Directorate; Federal and territorial government departments and agencies; Grand Council of the Crees - Eeyou Istchee or GCC(EI) Designated Organization; industry

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop a general environmental monitoring plan for the EMR, in co-operation with the EMRPC, and direct and co-ordinate general monitoring and data collection	Canada - EC GN	As soon as practicable after Effective Date
2	In accordance with plan, collate information and data provided by, amongst others, GDOs, industry, Government departments and agencies	EMRPC	As required to carry out the plan developed under Activity 1
3	In accordance with plan, report on the Ecosystemic and socio-economic environment of the EMR	EMRPC	Periodically as specified in plan developed under Activity 1
4	Use the information collected under the general environmental monitoring plan to fulfill the responsibilities of the EMRPC under Chapter 8	EMRPC	As required

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OBLIGATIONS ADDRESSED:

- 18.7.6 There is a requirement for general monitoring to collect and analyze information on the long term state and health of the Ecosystemic and socio economic environment in the EMR. Government, in co operation with the EMRPC, shall be responsible for developing a general monitoring plan and for directing and coordinating general monitoring and data collection. The EMRPC shall:
- (a) in accordance with the plan, collate information and data provided by, amongst others, GDOs, industry, Government departments and agencies;
 - (b) in accordance with the plan, report periodically on the Ecosystemic and socio economic environment of the EMR; and
 - (c) use the information collected under paragraphs a) and b) above to fulfill its existing responsibilities under Chapter 8.
- 18.7.7 The EMRPC may delegate any or all of its functions under subsection 18.7.6 to members of the EMRPC or officers or employees of the EMRPC.

RELATED CLAUSES:

- 8.4.4 Role and responsibility of the EMRPC
- 8.4.13 to 8.4.14 Matters binding on the EMRPC
- 8.4.5 to 8.4.18 By-laws and Rules for the EMRPC
- 8.4.19 Coordination with adjacent institutions
- 8.5.1 to 8.5.15 Development and Review of Land Use Plans
- 8.6.1 to 8.6.5 Amendment and periodic review of land use plans
- 18.1.1 Definition of “Ecosystemic”
- 18.7.1 to 18.7.5 Monitoring of development projects

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- 18.8.1 to 18.8.4 Amendment of development project certificates
- 18.9.1 to 18.10.5 Implementation and enforcement of project Certificates
- 18.11.1 to 18.11.3 Review of projects with Transboundary Impacts
- 18.12.1 to 18.12.3 Geographic application of Chapter 18

FUNDING:

1. The cost related to the development of a general environmental monitoring plan for the EMR, and for participating in the collection of data and the analysis of information on the long term state and health of the EMR environment, shall be borne by the federal and territorial governments according to their jurisdictional responsibilities.
2. Funding for the EMRPC to participate in the development of a general environmental monitoring plan for the EMR, for undertaking activities related to the collation of information and data as may be specified under the plan, and for reporting periodically on the Ecosystemic and socio-economic environment of the EMR, is included in the budget for the operation and administration of the EMRPC as set out in Activity Sheet # 8-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the development of a general environmental monitoring plan for the EMR will need to be coordinated with initiatives of a similar nature conducted pursuant to sections 12.7.6 and 12.7.7 of the Nunavut Land Claims Agreement and sections 7.7.6 and 7.7.7 of the Nunavik Inuit Land Claims Agreement.
2. In order to initiate the collaborative process for the development of a general environmental monitoring plan for the EMR, it may be helpful for the Department of Indian Affairs and Northern Development – James Bay Implementation Office to identify the appropriate officials in the government of Canada and the government of Nunavut that will be responsible for undertaking these activities.

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18 - 8**

PROJECT:	Amendment of project Certificates
RESPONSIBILITY:	Eeyou Marine Region Impact Review Board (EMRIRB); Federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister)
PARTICIPANTS/LIAISON:	Grand Council of the Crees - Eeyou Istchee (Crees) or GCC(EI) Designated Organization (GDO); Proponent; other interested Persons

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Undertake a reconsideration of the terms and conditions of a project Certificate on its own initiative or upon application by GDO, the Proponent or other interested Persons, if the conditions of 18.8.2 a), b) or c) are met and notify Minister if required	EMRIRB	After a project Certificate has been issued by the EMRIRB as per Activity 14 of Activity Sheet # 18-4 or Activity 17 of Activity Sheet # 18-5
2	Make determination that the conditions requiring a reconsideration of the project Certificate have been established pursuant to 18.8.2 a), b) or c) and inform the EMRIRB of decision	Minister	As soon as possible after Activity 1
3	Reconsider the terms and conditions of the project Certificate if required pursuant to Activity 2	EMRIRB	As soon as practicable after Activity 2
4	Prepare report on findings of the reconsideration and submit to Minister	EMRIRB	As soon as practicable after Activity 3
5	Give full and fair consideration of the recommendations in the EMRIRB report	Minister	As soon as practicable after Activity 4
6	Accept, reject or vary the recommendations in the EMRIRB report on grounds of 18.6.13	Minister	As soon as practicable after Activity 5

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Inform the EMRIRB of Minister's decision	Minister	As soon as practicable after Activity 6
8	Amend project Certificate including final terms and conditions for project to proceed as approved by Minister	EMRIRB	As soon as practicable after Activity 7

OBLIGATIONS ADDRESSED:

18.8.1 EMRIRB project Certificates may contain terms and conditions expressed to come into force at some time in the future or on the happening of any particular event or contingency.

18.8.2 The EMRIRB may on its own account or upon application by a GDO, the Proponent, or other interested Persons, reconsider the terms and conditions contained in the EMRIRB Certificate if it is established that:

- (a) the terms and conditions are not achieving their purpose;
- (b) the circumstances relating to the project or the effect of the terms and conditions are significantly different from those anticipated at the time the Certificate was issued; or
- (c) there are technological developments or new information which provide a more efficient method of accomplishing the purpose of the terms and conditions.

18.8.3 Where the Minister determines that any of the conditions in paragraphs 18.8.2 a), b) or c) have been established, the EMRIRB shall reconsider the terms and conditions contained in a Certificate, and the EMRIRB shall produce a report of its reconsideration. The Minister may accept, reject or vary that report only on the grounds specified in subsection 18.6.13. The EMRIRB shall amend its Certificate to reflect any changes as accepted, rejected or varied by the federal Minister.

18.8.4 For greater certainty, subsection 18.5.4 applies to a reconsideration by the EMRIRB pursuant to subsections 18.8.2 or 18.8.3.

RELATED CLAUSES:

18.1.1 Definitions of "Certificate", "Minister", "Proponent"

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- 18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board
- 18.2.15 to 18.2.34 Operation and administration of the EMRIRB
- 18.4 Screening of Project Proposals
- 18.5 Review of Project Proposals by the EMRIRB
- 18.6 Review of projects by a federal environmental assessment panel
- 18.7.1 to 18.7.5 Monitoring of development projects
- 18.9.1 to 18.10.5 Implementation and enforcement of project Certificates
- 18.12.4 and 18.12.5 Limitations on terms and conditions of project Certificates

FUNDING:

1. Funding for activities related to the amendment of project Certificates by the EMRIRB is included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2

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CHAPTER 18 – DEVELOPMENT IMPACT

SHEET # 18 - 9

PROJECT: Implementation and enforcement of project Certificates

RESPONSIBILITY: Federal or territorial departments and agencies of Government having the jurisdictional responsibility for authorizing a project to proceed (Government departments and agencies); independent regulatory boards of the government of Canada or the government of Nunavut (Regulatory board); federal or territorial Minister having the jurisdictional responsibility for authorizing a project to proceed (Minister); Governor in Council; Eeyou Marine Region Impact Review Board (EMRIRB)

PARTICIPANTS/LIAISON: Proponent

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
IMPLEMENTATION OF EMRIRB PROJECT CERTIFICATES			
1	Implement the terms and conditions of the EMRIRB project Certificate in accordance with jurisdictional responsibilities (18.9.1)	Government departments and agencies	Ongoing and in accordance with jurisdictional responsibilities
2	Incorporate terms and conditions of the EMRIRB project Certificate in relevant permits, certificates, licences and other Government approvals that the Proponent may require (18.9.2)	Government departments and agencies	After project approved to proceed by the EMRIRB and prior to issuance of relevant permits, certificates, licences and other Government approvals
3	Discuss with the EMRIRB how best to implement terms and conditions of the EMRIRB project Certificate and provide the EMRIRB with drafts of permits, certificates, licences or other Government approvals (18.9.2)	Government departments and agencies	After project approved to proceed by the EMRIRB and prior to issuance of relevant permits, certificates, licences and other Government approvals

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4	Provide copies to the EMRIRB and the EMRPC of all approvals, regulatory or otherwise, for projects for which the EMRIRB has issued a project Certificate (18.9.10)	Government departments and agencies	As soon as possible after such approvals issued to Proponent
EMRIRB CERTIFICATES IMPACTED BY AN INDEPENDENT DECISION OF A REGULATORY BOARD			
5	Provide reasons to the EMRIRB and Government justifying why any terms and conditions in an independent regulatory board decision are at variance with the terms and conditions of the EMRIRB project Certificate	Regulatory board	As soon as possible after such a decision by a Regulatory board
6	Submit variance identified in Activity 5 to Governor in Council for consideration	Minister	As soon as practicable after Activity 5
7	Consider variance between the terms and conditions in an independent regulatory board decision and the terms and conditions in the EMRIRB project Certificate and determine which shall prevail in accordance with paragraphs 18.9.3 a), b) and c)	Governor in Council	As soon as practicable after Activity 6
8	Inform the EMRIRB of determination made by Governor in Council	Minister	As soon as possible following determination in Activity 7
9	If the EMRIRB project Certificate does not prevail, then amend terms and conditions of the EMRIRB project Certificate, as may be required, and inform Proponent of any changes	EMRIRB	As soon as possible after Activity 8
ENFORCEMENT			
10	Enforce permits, certificates, licenses or other Government approvals as per subsection 18.10.3	Government departments and agencies	Ongoing as per terms and conditions of the EMRIRB Certificate and as required

OBLIGATIONS ADDRESSED:

18.9.1 Subject to subsection 18.9.3, the terms and conditions of EMRIRB project Certificates shall be implemented by all Government departments and

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agencies in accordance with their authorities and jurisdictional responsibilities.

18.9.2 Without limiting the generality of subsection 18.9.1, the terms and conditions of EMRIRB project Certificates shall, in accordance with the authorities and jurisdictional responsibilities of Government departments and agencies, be incorporated in relevant permits, certificates, licences or other Government approvals that the Proponent may require. Government departments and agencies shall discuss with the EMRIRB how best to implement the terms and conditions of EMRIRB project Certificates and may provide the EMRIRB with drafts of permits, certificates, licences and other Government approvals.

18.9.3 Where an independent decision of a regulatory board contains terms and conditions at variance with the terms and conditions of an EMRIRB project Certificate, the regulatory board shall provide reasons to Government and to the EMRIRB justifying the difference. The Governor in Council shall consider both the independent decision of the regulatory board and the EMRIRB project Certificate. The EMRIRB project Certificate shall prevail unless:

- (a) with respect to an independent decision of a regulatory board where Government does not have the authority to vary that decision, it is in the national or regional interest that the project proceed; or
- (b) with respect to any other independent decision of a regulatory board, the project is considered to be in the national or regional interest and the acceptance of the terms and conditions in the EMRIRB project Certificate would undermine the viability of the project; or
- (c) an amendment to the EMRIRB project Certificate is accepted pursuant to subsection 18.8.3.

If the EMRIRB project Certificate does not prevail, the appropriate terms and conditions contained in the EMRIRB project Certificate shall be amended accordingly.

18.9.10 The EMRIRB and the EMRPC shall, unless they specify otherwise, receive copies of all approvals, regulatory or otherwise, for projects for which the EMRIRB has issued a project Certificate.

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18.10.3 Where permits, certificates, licences or other Government approvals which implement or incorporate the terms and conditions of an EMRIRB project Certificate have been issued, the responsible Government department or agency shall continue to be responsible for the enforcement of the permit, certificate, licence or other Government approval.

18.10.4 Responsible Government departments and agencies shall apply effective techniques at their disposal for enforcement under subsection 18.10.3 and in applying such techniques, they shall not be confined to prosecution or to the suspension of any permit, certificate, licence or other Government approval.

RELATED CLAUSES:

18.1.1 Definitions of “Certificate”, “Minister”, “Proponent”

18.2.1 to 18.2.14 Establishment of Eeyou Marine Region Impact Review Board

18.2.15 to 18.2.34 Operation and administration of the EMRIRB

18.4.1 to 18.4.10 Screening of Project Proposals

18.5 Review of Project Proposals by the EMRIRB

18.6 Review of projects by a federal environmental assessment panel

18.7.1 to 18.7.5 Monitoring of development projects

18.8.1 to 18.8.4 Flexibility in relation to Certificates

18.9.4 to 18.9.5 Definition of “independent decision of a regulatory board”

18.9.6 Scope of subsection 18.9.3

18.10.2 Approvals or licences for exploration or development activities related to a project may be issued prior to completion of the EMRIRB review or federal environmental assessment panel review if activity falls within Schedule 18-1 or the activity can, in the opinion of the EMRIRB, proceed without such a review

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18.10.5 Enforcement of terms and conditions of EMRIRB Certificates in the courts through Laws of General Application

FUNDING:

1. As provided for under 18.9.1 of the Agreement, the terms and conditions of EMRIRB project Certificates shall be implemented by all Government departments and agencies in accordance with their authorities and jurisdictional responsibilities.
2. Funding for activities related to the implementation and enforcement of project Certificates by the EMRIRB is included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The terms and conditions of EMRIRB project Certificates shall, in accordance with the authorities and jurisdictional responsibilities of Government departments and agencies, be incorporated in relevant permits, certificates, licences or other Government approvals that the Proponent may require. (18.9.2)
2. A licence, permit, certificate or other Governmental approval which implements or incorporates any term or condition of a EMRIRB project Certificate may not be called into question in a court of law on the grounds that the issuing agency thereby fettered its discretion or otherwise acted without jurisdiction, when implementing any term or condition of a EMRIRB project Certificate. (18.9.7)
3. Nothing in subsections 18.9.1 to 18.9.7 shall preclude any regulatory or Government agency from reviewing a project and imposing additional or more stringent terms and conditions, or from refusing to issue a licence or approval that would be required in order to allow a proposed project to proceed. (18.9.8)
4. The duty to implement referred to in subsection 18.9.1 does not include an obligation on Government to amend Legislation. (18.9.9)
5. No licence or approval that would be required in order to allow a proposed project to proceed shall be issued in respect of a project that is to be screened by the EMRIRB until the screening has been completed and, if a review pursuant to sections 18.5 or 18.6 is to be conducted, until after that review has been completed and an EMRIRB project Certificate has been issued by the EMRIRB pursuant to this Chapter. (18.10.1)
6. The issuance of an EMRIRB project Certificate shall not provide a defence of statutory authorization to an action in tort. (18.12.6)

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CHAPTER 18 – DEVELOPMENT IMPACT**SHEET # 18-10****PROJECT:** Review of projects with transboundary impacts**RESPONSIBILITY:** Canada; Government of Nunavut (GN); Grand Council of the Crees - Eeyou Istchee or GCC(EI) Designated Organization (GDO); Eeyou Marine Region Impact Review Board (EMRIRB)**PARTICIPANTS/LIAISON:** Proponent; Nunavut Impact Review Board; Nunavik Marine Region Impact Review Board and/or other similar institutions in adjacent jurisdictions; Canadian Environmental Assessment Agency

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request a review of a Project Proposal located outside the EMR which may have significant adverse Ecosystemic or socio-economic effects on the EMR	Government or, with consent of Government, a GDO	After Effective Date at discretion
2	Carry out review of Project Proposal as set out in Activity Sheet # 18-4	EMRIRB	As soon as practicable after Activity 1
3	Seek to negotiate agreements with other jurisdictions to provide for collaboration in the review of Project Proposals which may have significant transboundary Ecosystemic or socio-economic impacts	Canada , GN, EMRIRB	As required
4	Participate in review of Project Proposals as provided in agreements that have been negotiated under Activity 3	Canada , GN, EMRIRB	After Activity 3 and within time frames as may be stipulated

OBLIGATIONS ADDRESSED:

18.11.1 The EMRIRB may upon request by Government or, with the consent of Government, upon request by a GDO, review a Project Proposal located outside of the EMR which may have significant adverse Ecosystemic or socio economic effects on the EMR.

18.11.2 Without limiting the jurisdiction of the EMRIRB as set out in this Chapter, Government, assisted by the EMRIRB, shall use their best efforts to

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negotiate agreements with other jurisdictions to provide for collaboration in the review of Project Proposals which may have significant transboundary Ecosystemic or socio economic impacts.

18.11.3 The provisions of subsections 18.11.1 and 18.11.2 do not give the EMRIRB legal authority over a project located outside of the EMR.

RELATED CLAUSES:

Chapter 1	Definition of “Project Proposal”
18.1.1	Definitions of “Certificate”, “Minister” and “Ecosystemic”
18.2.1 to 18.2.14	Establishment of Eeyou Marine Region Impact Review Board
18.2.15 to 21.2.34	Operation and administration of EMRIRB
18.4.1 to 18.4.10	Screening of Project Proposals
18.5.1 to 18.5.12	Review of Project Proposals by the EMRIRB
18.12.1 to 18.12.3	Geographic application of Chapter 18

FUNDING:

1. Funding for review by the EMRIRB of transboundary impacts has not been included in the budget for the operation and administration of the EMRIRB as set out in Activity Sheet # 18-2. A budget for that purpose would have to be agreed with Government.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In cases where the Government has requested or consented to a review of a Project Proposal located outside of the EMR which may have significant adverse Ecosystemic or socio-economic effects on the EMR, it is assumed that the EMRIRB and Government would follow, to the extent possible, the sequence of activities set out in Activity Sheet # 18-4 related to reviews of Project Proposals to be undertaken by the EMRIRB unless otherwise indicated in the request from Government for such a review.
2. As it is specified in subsection 18.11.3 that the provisions of subsections 18.11.1 and 18.11.2 do not give the EMRIRB legal authority over a project outside of the EMR, it is

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assumed that any review of a Project Proposal, with transboundary impacts, that is located outside of the EMR would be completed with the submission of the EMRIRB report to the Minister and the response to the EMRIRB by the Minister as provided under subsections 18.5.7, 18.5.9 and 18.5.10. The EMRIRB would not be authorized, as a result of carrying out such a review, to issue a project Certificate related to such a Project Proposal.

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CHAPTER 19 – IMPACTS AND BENEFITS AGREEMENTS**SHEET # 19 - 1**

PROJECT: **Negotiation of Impact and Benefit Agreements (IBAs) for a Major Development Project**

RESPONSIBILITY: Government, Crown corporation or private sector Proponent of a Major Development Project in the Eeyou Marine Region (Proponent); Grand Council of the Crees – Eeyou Istchee (Crees); Arbitrators

PARTICIPANTS/LIAISON: Minister; Federal and territorial government departments and agencies having jurisdictional authority to approve the proposed Major Development Project; Eeyou Marine Region Planning Commission (EMRPC); Eeyou Marine Region Impact Review Board (EMRIRB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Submit a request to the Crees to commence negotiations for the purpose of concluding an IBA in compliance with the negotiating parameters set out in section 19.3 of the Agreement and provide timely disclosure to Crees of sufficient information and documentation to enable a full examination of the subject matter being negotiated	Proponent	At least 180 days prior to the proposed start-up date of any Major Development Project unless agreed otherwise
2	Appoint negotiating representatives	Proponent, Crees	As soon as practicable after Activity 1
3	Enter into negotiations concerning the content of the IBA with reference, in particular, to the matters identified in Schedule 19-1	Proponent, Crees	As soon as practicable after the appointment of negotiating representatives
4	Reach agreement on the content of the IBA, finalize in the form of a written contract to be signed by the parties to the IBA, and send a copy of the contract to the Minister	Proponent, Crees	As soon as practicable after Activity 3 and prior to start-up of the project

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	If any dispute arises relating to the content of the IBA, then initiate and conclude Arbitration as per process in Activity Sheet # 31-2 and pursuant to section 19.5 of the Agreement	Proponent, Crees, Arbitrators	After sixty (60) days following the commencement of negotiations under Activity 3, unless otherwise agreed, and after agreement on questions submitted
6	If an agreement can be reached through Arbitration, then enter an agreement in writing in the form of a contract and send a copy to the Minister	Proponent, Crees	As soon as practicable after Activity 5 and prior to start-up of the project
7	Where the parties negotiating an IBA have entered into a contractual agreement pursuant to negotiation under Activity 4 or pursuant to Arbitration under Activity 6 or where those parties are bound by the terms of a contractual agreement pursuant to Arbitration under Activity 6, then renegotiate the content of the IBA as may be required under subsection 19.9.1 of the Agreement	Proponent, Crees	As provided for in the contractual agreement

OBLIGATIONS ADDRESSED:

- 19.2.1 Subject to subsections 19.10.1 to 19.10.3, no Major Development Project may commence until an Impact and Benefit Agreement (IBA) is finalized in accordance with this Chapter.
- 19.4.1 At least one hundred and eighty (180) days prior to the proposed start-up date of any Major Development Project, a GDO and the proponent, unless they otherwise agree, will commence negotiations, in good faith, for the purpose of concluding an IBA.
- 19.4.2 Where the proponent and the GDO agree on the contents of an IBA, the agreement shall be written in the form of a contract. Once agreement has been reached, the Parties shall send a copy to the Minister.
- 19.5.1 Where full agreement has not been reached within sixty (60) days after negotiation has commenced, either Party may apply for Arbitration pursuant to Part B of Chapter 31. The scope of the Arbitration shall

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include the full range of benefits possible in an IBA, unless the Parties agree the range should be restricted.

19.5.2 The Arbitrators shall:

- (a) ascertain the views and proposals of the Parties;
- (b) submit a decision in the form of a contract to the Parties; and
- (c) send a copy of the decision to the Minister.

19.6.1 The parties negotiating an IBA may agree to waive any of the time periods referred to in sections 19.4 and 19.5.

19.7.1 An IBA shall take effect thirty (30) days after its receipt by the Minister.

19.8.1 An IBA may be enforced by either Party in accordance with the common law of contract. In any deliberation as to the remedy of specific performance due regard shall be given at all times to the desirability of protecting Cree lifestyle and culture and providing Crees with opportunities for economic advancement.

19.9.1 Except where otherwise agreed by the proponent and the GDO, an IBA shall provide for its renegotiation.

RELATED CLAUSES:

Chapter 1 Definition of “Arbitration” and “Arbitrators”

19.1 Definition of “Capital Costs”, “Infrastructure”, “Major Development Project”, and “Party” or “Parties”

19.3.1 Matters appropriate for negotiation and inclusion within IBA

19.3.2 Terms and conditions of IBAs to be consistent with terms and conditions of project approval, including those pursuant to any development impact review

19.3.3 Principles for negotiation and Arbitration of IBA

Schedule 19-1 Matters for possible inclusion in an IBA

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FUNDING:

1. If the Arbitrators make no decision as to costs, each party to an Arbitration shall bear its own costs and its proportionate share of the other costs of the Arbitration, including the remuneration and expenses of the Arbitrators. (31.18)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The GDO and the Proponent of a Major Development Project may agree that an IBA is not required. (19.10.1)
2. In cases of military or national emergency, the Minister may allow commencement of a Major Development Project prior to the conclusion of an IBA. (19.10.2)
3. If, once negotiations have begun on an IBA, the proponent finds it necessary for the project to start sooner than the projected start-up date, the Minister may, if the project has received approval from the appropriate agencies, authorize the project to commence:
 - a) if the Parties agree; or
 - b) if the delay would jeopardize the project.

Where the Minister proposes to exercise this authority, the Minister shall Consult with the Parties and, where they have been appointed, the Arbitrators. (19.10.3)

4. If, pursuant to subsections 19.10.2 or 19.10.3, a Major Development Project commences prior to an IBA being concluded, the Arbitrators shall ensure that benefits received by the Crees shall include compensation, which may be in the form of replacement benefits, for the benefits lost through the early commencement of the Major Development Project. (19.10.4)
5. Subject to Laws of General Application, where an IBA has been concluded which is at least equal to Government requirements respecting the mitigation of impacts or provision of benefits for aboriginal peoples, Government may accept the IBA as sufficient to satisfy those requirements. (19.10.5)
6. It is assumed that a Minister shall provide the James Bay Implementation Office with notification when an IBA is received by the Minister pursuant to section 19.7.

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CHAPTER 20 – WILDLIFE COMPENSATION**SHEET # 20 - 1**

PROJECT: Designating Person and/or fund to assume liability for marine transportation

RESPONSIBILITY: Canada - Transport Canada (TC)

PARTICIPANTS/LIAISON: Grand Council of the Crees – Eeyou Istchee (Crees); Canada - Department of Fisheries and Oceans; Government of Nunavut

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Specify a Person, a fund, or both to assume liability for loss or damage suffered by a Claimant as a result of marine transportation in the EMR directly associated with a Development Activity as defined in Chapter 20	TC	On or before the Effective Date
2	Notify the Crees of designation of the Person or fund or both in accordance with Activity 1	TC	Upon designation being made

OBLIGATIONS ADDRESSED:

20.5 There shall be a Person, a fund or both, specified by the government of Canada capable of assuming liability for marine transportation imposed under this Chapter by section 20.4 and that specified Person, or fund, or both shall be considered to be a Developer and that marine transportation shall be considered to be a Development Activity for the purpose of this Chapter.

RELATED CLAUSES:

20.1 Definition of “Developer”, “Development Activity” and “Fortuitous Event”

20.3 This Chapter applies only in respect of portion of Development Activities occurring on or after the Effective Date of the Agreement

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- 20.4 This Chapter applies to marine transportation occurring on or after the Effective Date of the Agreement that is directly associated with any Development Activity
- 20.6 Instances when Crees are entitled to compensation under Laws of General Application
- 20.7 Instances when a Developer is liable absolutely
- 20.8 Instances when a Developer is not liable (Fortuitous Events)
- 20.10 Developer’s liability with respect to flora

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Subject to section 20.5, this Chapter shall apply to marine transportation occurring on or after the Effective Date of the Agreement that is directly associated with any Development Activity, but does not apply to marine transportation not directly associated with such undertaking. (20.4)
- 2. The Minister of Transport is responsible for the *Marine Liability Act* (2001, c.6) and the associated *Marine Liability Regulations* (SOR/2002-307). That Act provides for the appointment of an Administrator for the Ship-source oil Pollution Fund (SOPF). The Office of the Administrator of Canada's SOPF can be reached at

Ship-source Oil Pollution Fund
8th Floor – 90 Elgin Street
Ottawa, Canada, K1A 0N5
Telephone: (613) 991-1726
Fax: (613) 990-5423

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CHAPTER 20 – WILDLIFE COMPENSATION**SHEET # 20 - 2****PROJECT:** Update list of species with respect to flora**RESPONSIBILITY:** Grand Council of the Crees - Eeyou Istchee Designated Organization (GDO); Canada – Environment Canada (EC); Canada - Department of Indian Affairs and Northern Development (DIAND)**PARTICIPANTS/LIAISON:** Government of Nunavut; Eeyou Marine Region Wildlife Board

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review the list of species of flora contained in Schedule 20-1 for which Developers are liable absolutely under section 20.7	Crees, EC and DIAND	Every five (5) years on the anniversary date of the Effective Date of the Agreement
2	Update the list of species contained in Schedule 20-1 as may be necessary pursuant to the review conducted under Activity 1 and amend Agreement as per Activity Sheet # 2-3	Parties to the Agreement	As soon as practicable after Activity 1

OBLIGATIONS ADDRESSED:

20.10 With respect to flora, a Developer is liable under section 20.7 for those species listed in Schedule 20-1. Schedule 20-1 shall be reviewed by the Parties every five (5) years for the purposes of updating the list of species in Schedule 20-1, if necessary, on the anniversary date of the Effective Date of this Agreement.

RELATED CLAUSES:

Chapter 1 Definition of “Wildlife”

20.1 Definition of “Developer” and “Development Activity”

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- 20.3 Chapter applies only in respect of portion of Development Activities occurring on or after the Effective Date of the Agreement
- 20.7 Instances when a Developer is liable absolutely
- 20.8 Instances when a Developer is not liable (fortuitous events)
- 20.10 Developer’s liability with respect to flora

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Any amendment to Schedule 20-1 would proceed in accordance with the amending provisions of the Agreement as described in Activity Sheet # 2-3.

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CHAPTER 20 – WILDLIFE COMPENSATION**SHEET # 20 - 3****PROJECT:** **Legislation to provide for limits of liability of Developers****RESPONSIBILITY:** Canada; Canada - Department of Justice (DOJ); Grand Council of the Crees - Eeyou Istchee (Crees)**PARTICIPANTS/LIAISON:** Canada - Department of Fisheries and Oceans; Government of Nunavut - Department of Justice; Department of Indian Affairs and Northern Development; Transport Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Crees, in writing, of intention to prepare policy and Legislation providing appropriate limits for liability of Developers for Wildlife Compensation	Canada, DOJ	At discretion after the Effective Date of the Agreement
2	Provide information in sufficient form and detail to allow the Crees to prepare their views on the matter	DOJ	Once notice has been provided in Activity 1 and prior to finalizing policy and Legislation
3	Provide additional information to the Crees if requested	DOJ	When requested by the Crees
4	Provide a reasonable period of time in which the Crees may review the proposed Legislation and prepare their views on the matter and provide an opportunity for the Crees to present their views	DOJ	After Activities 2 and 3 and prior to adopting a position
5	Present their views on the matter	Crees	Within reasonable period of time as provided for in Activity 4
6	Give full and fair consideration of any views presented by the Crees	DOJ	After presentation of Cree views in Activity 5

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7	Make decision on appropriate Government policy and Legislation and notify the Crees of the decision	DOJ	After giving full and fair consideration to views received
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OBLIGATIONS ADDRESSED:

20.11 Legislation may provide for appropriate limits of liability of Developers or the methods of setting such limits and shall also require proof of fiscal responsibility and may also provide for security deposits and any other matters not inconsistent with this Chapter. Limits on liability will be set at levels sufficient to cover reasonably foreseeable damages in relation to various Development Activities. Recognizing Cree concerns regarding enforcement of Compensation decisions, Government will give consideration to including enforcement mechanisms in Legislation.

RELATED CLAUSES:

- Chapter 1 Definition of “Wildlife”
- 20.1 Definition of “Developer”, “Development Activity” and “Fortuitous Event”
- 20.3 Chapter 20 applies only in respect of portion of Development Activities occurring on or after the Effective Date of the Agreement
- 20.7 Instances when a Developer is liable absolutely
- 20.8 Instances when a Developer is not liable (Fortuitous Events)
- 20.10 Developer’s liability with respect to flora

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In preparing policy and Legislation providing appropriate limits for liability of developers for Wildlife compensation, particular consideration must be given to instances when a developer is liable absolutely (20.7).

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CHAPTER 20 – WILDLIFE COMPENSATION**SHEET # 20 - 4****PROJECT:** Compensation for loss or damage to wildlife Harvesting**RESPONSIBILITY:** Claimant; Grand Council of the Crees – Eeyou Istchee (Crees) or GCC(EI) Designated Organization (GDO); Developer; Arbitrators**PARTICIPANTS/LIAISON:** Nunavut Court of Justice

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make all reasonable efforts to mitigate against any loss or damage	Claimant	As soon as potential loss or damage becomes known
2	Submit claim for loss or damage in writing to the Developer	Claimant or GDO on behalf of Claimant	As soon as actual loss or damage is known and within three (3) years of the loss or damage occurring or becoming known to the Claimant
3	Agree on settlement of claim	Claimant; Developer	As soon as possible after submission of claim
4	If unable to agree on settlement of claim, then submit unsettled claim to Arbitration	Claimant or GDO on behalf of Claimant; Developer	After thirty (30) days of submitting the claim in Activity 2
5	Make a decision on the location of the hearing keeping in mind the convenience of the Claimant.	Arbitrators	As soon as possible after submission of the unsettled claim

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Hear the claim and determine liability and Compensation in accordance with 20.14, 20.15, 20.18, and 20.19 and in accordance with Chapter 31 (See Sheet # 31-2 outlining the Arbitration process)	Arbitrators	Within one hundred eighty (180) days after submission of claim or within further period as agreed to in writing by the parties
7	Make a decision on the claim	Arbitrators	Within thirty (30) days of completing the hearing of the claim
8	Register Compensation decision in a court of competent jurisdiction	Arbitrators	At the request of the Claimant

OBLIGATIONS ADDRESSED:

- 20.9 Claimants shall make all reasonable efforts to mitigate against any loss or damage.
- 20.12 A Claimant or a GDO on behalf of a Claimant shall make a claim for loss or damage in writing to the Developer. If the claim is not settled within thirty (30) days, the Developer or the Claimant or a GDO on behalf of the Claimant may submit the claim to Arbitration.
- 20.13 For the purposes of this Chapter only, a Claimant may also bring to Arbitration claims in respect to Development Activities in the Hudson Bay Zone and the claim will be dealt with in accordance with this Chapter.
- 20.14 In hearing a claim, the Arbitrators are not bound by strict rules of evidence and may take into account any fact or material that it considers relevant. The Arbitrators, in hearing a claim, shall give due weight to Cree knowledge of Wildlife and the Environment and shall take into account the social, cultural and economic importance of Wildlife to the Crees.
- 20.15 The Arbitrators may appoint experts and may call witnesses.
- 20.16 As a general principle, Compensation shall not be a guaranteed annual income in perpetuity. A Compensation award may be reviewed by the Arbitrators at the request of either party to the hearing.

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- 20.17 A claim must be made within three (3) years of the date on which the loss or damage occurred, or within three (3) years of the date on which the loss or damage became known to the Claimant.
- 20.18 The Arbitrators shall hear the case and determine liability and Compensation within one hundred and eighty (180) days of the date that the claim was submitted to it or within such further period of time as the parties to the hearing may otherwise agree in writing. The Arbitrators shall make a decision within thirty (30) days of completing the hearing of a claim.
- 20.19 Recognizing that it is the intention that loss or damage suffered by a Claimant should be minimized by expeditious processing of claims and payment of Compensation, the Arbitrators may:
- (a) deal with a claim in respect of loss or damage to property or equipment used in Harvesting or to Wildlife reduced into possession before proceeding to hear evidence on any other loss or damage;
 - (b) require that interest be paid on monetary Compensation at a rate set by the Arbitrators; and
 - (c) provide for additional Compensation to cover any additional loss or damage, or costs, including costs of collection, that may result from any delay in fulfilling the terms of the Compensation decision.
- 20.20 At the request of a Claimant, the Arbitrators shall register the Compensation decision in a court of competent jurisdiction and the Claimant may use that court to enforce the decision. The Arbitrators may provide assistance in the enforcement of its decision.
- 20.22 In deciding upon the location of a hearing of the Arbitrators, the convenience of the Claimant shall be a major factor in the decision of the Arbitrators. However, as a general rule hearings will be held in Eeyou Istchee.

RELATED CLAUSES:

Chapter 1 Definition of “Arbitration” and “Arbitrators”

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- 20.1 Definitions of “Claimant”, “Compensation”, “Developer”, “Development Activity”
- 20.2 Unless inconsistent with a specific provision of this Chapter, Part B of Chapter 31 shall apply to an Arbitration undertaken pursuant to this Chapter
- 20.3 This Chapter applies only in respect of portion of Development Activities occurring on or after the Effective Date of the Agreement
- 20.4 This Chapter applies to marine transportation occurring on or after the Effective Date of the Agreement that is directly associated with any Development Activity
- 20.6 Instances when Crees are entitled to Compensation under Laws of General Application
- 20.7 Instances when a Developer is liable absolutely
- 20.8 Instances when a Developer is not liable (fortuitous events)
- 20.10 Developer’s liability with respect to flora
- 20.24 The provisions of this Chapter without prejudice to any other rights or remedies under Laws of General Application
- 20.25 This Chapter does not limit or restrict right of recourse of Developer other than against the Claimant
- 20.26 Nothing in this Chapter shall prevent the Cree and Developer from entering into Wildlife Compensation agreement

FUNDING:

- 1. The remuneration and expenses incurred by the Arbitrators in determining claims under this Chapter shall be borne by the government of Canada. (20.23)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Chapter 31, Part B shall apply to any Arbitration undertaken pursuant to this Chapter unless inconsistent with a specific provision of Chapter 20. (20.2).

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2. A Developer is not liable where that Developer establishes that the loss or damage was wholly the result of a Fortuitous Event. (20.8)
3. In deciding upon the location of a hearing of the Arbitration, the convenience of the Claimant shall be a major factor in the decision of the Arbitrators. (20.23)
4. The expenses incurred by the Arbitrators in determining claims under this Chapter shall be borne by the government of Canada. (20.23)

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**CHAPTER 21 – GOVERNMENT EMPLOYMENT AND
CONTRACTS****SHEET # 21 - 1**

PROJECT: **Priority with respect to public service employment opportunities in the EMR**

RESPONSIBILITY: Federal or territorial departments and agencies of Government providing public service employment opportunities in the EMR (Government departments and agencies)

PARTICIPANTS/LIAISON: Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Remove employment barriers for Crees in relation to public service positions within the EMR by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.	Government departments and agencies	On-going after the Effective Date of the Agreement
2	Undertake all reasonable and timely measures to provide Crees with priority with respect to public service employment opportunities in the EMR in accordance with section 21.2	Government departments and agencies	As may be required after the Effective Date of the Agreement and whenever public service employment opportunities in the EMR may arise

OBLIGATIONS ADDRESSED:

21.2.1 Government undertakes to take all reasonable and timely measures to provide Crees with priority with respect to public service employment opportunities in the EMR.

21.2.2 If public service employment opportunities exist in the EMR, Government is committed to awarding those opportunities so as to achieve a public service in the EMR that reflects the ratio of Crees to all other residents in Eeyou Istchee.

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21.2.3 Government shall remove employment barriers for Crees in relation to public service positions within the EMR by reviewing job qualifications and recruitment procedures and removing inappropriate requirements in respect of cultural factors, experience or education.

RELATED CLAUSES:

Chapter 1 Definition of “Cree” or “Crees”

Chapter 1 Definition of “Government”

Chapter 3 Eligibility and Enrolment of Persons as beneficiaries of the Agreement

21.1.1 Definition of “Government of Canada” and “Government of Nunavut”

21.4.1 The Government of Nunavut may implement Inuit Employment Plans, policies and Legislation which give priority to Inuit of Nunavut, and other distinct groups, to Public Service employment opportunities in the EMR provided Crees are given first priority for Public Service employment opportunities in a manner consistent with this Chapter.

21.4.3 In the event of a conflict or inconsistency between this Chapter and any Government of Nunavut policies or Legislation referred to in subsections 21.4.1 and 21.4.2, this Chapter shall prevail to the extent of the conflict or inconsistency.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the Grand Council of the Crees (Eeyou Istchee) or GCC(EI) Designated Organization (GDO) would be kept informed of any measures that are put in place to provide Cree with priority with respect to public service employment opportunities in the EMR. The Cree Regional Authority, Department of Human Resources is responsible for the delivery of employment and training programs provided to the inhabitants of Eeyou Istchee by Human Resources and Skills Development Canada.

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CHAPTER 21 – GOVERNMENT EMPLOYMENT AND CONTRACTS**SHEET # 21 - 2**

PROJECT: Government support and assistance to Cree enterprises to compete for Government Contracts in the EMR

RESPONSIBILITY: Federal or territorial departments and agencies of government contracting for the procurement of goods and services in the EMR (Government departments and agencies); Cree Enterprises

PARTICIPANTS/LIAISON: Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	In inviting bids on Government Contracts for the procurement of goods or services in the EMR take into account the procurement management measures set out in 21.3.3	Government departments and agencies	As required after the Effective Date of the Agreement
2	When establishing bid criteria for the award of contracts for the procurement of goods and services in the EMR take into account the bid evaluation criteria set out in 21.3.4	Government departments and agencies	As required after the Effective Date of the Agreement
3	Provide all reasonable opportunities to the Cree Enterprises, enumerated on the list prepared under 21.3.5 , to submit competitive bids that take into consideration the measures set out in 21.3.3 as per Activity 1	Government departments and agencies	When inviting bids on contracts for the procurement of goods and services in the EMR and prior to the awarding of contracts
4	Notify GDO and qualified Cree Enterprises of opportunities to bid on Government Contracts for the procurement of goods or services in the EMR	Government departments and agencies	As soon as possible after making decision to invite bids

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	Submit bids to Government for contract opportunities in the EMR	Cree Enterprises	According to any applicable time frame established in Activity 3
6	Assess bids against the applicable bid evaluation criteria, including the criteria set out in 24.3.4 as per Activity 2	Government departments and agencies	After Activity 5
7	Give fair consideration to bids submitted by Cree Enterprises, subject to meeting the required technical and administrative conditions, after taking into account the bid evaluation criteria set out in 21.3.4 as per Activity 2	Government departments and agencies	After Activity 6 and before awarding contracts

OBLIGATIONS ADDRESSED:

- 21.3.1 Government shall provide reasonable support and assistance to Cree Enterprises as set out in the following subsections to enable them to compete for Government Contracts.
- 21.3.2 For Government Contracts for the procurement of goods or services in the EMR, qualified Cree Enterprises shall, subject to meeting the technical and administrative conditions of the request for goods or services, be given fair consideration.
- 21.3.3 In inviting bids on Government Contracts for the procurement of goods or services in the EMR, Government shall provide all reasonable opportunities to Cree Enterprises enumerated on the list referred to in section 21.3.5 to submit competitive bids and in doing so, shall take, where practicable and consistent with sound procurement management, the following measures:
- (a) set the date, location and terms and conditions for bidding so that Cree Enterprises may readily bid;
 - (b) invite bids by commodity groupings to permit smaller and more specialized firms to bid;
 - (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;

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- (d) design construction contracts so as to increase the opportunity for smaller and more specialized firms to bid; and
- (e) avoid artificially inflated employment skills requirements not essential to the fulfillment of the contract.

21.3.4 Whenever practicable and consistent with sound procurement management, and subject to Canada’s international obligations, all of 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 Government for the awarding of its Government Contracts for the procurement of goods and services in the EMR:

- (a) the existence of head offices, administrative offices or other facilities in Eeyou Istchee;
- (b) the employment of Cree labour, engagement of Cree professional services, or use of suppliers that are Cree or Cree Enterprises 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 Crees.

RELATED CLAUSES:

Chapter 1	Definition of “Cree Enterprise”
Chapter 1	Definition of “Government”
21.1.1	Definition of “Government Contract”, “Government of Canada” and “Government of Nunavut”
21.3.5	GCC(EI) shall prepare and maintain a comprehensive list of Cree Enterprises
21.4.2	Notwithstanding 21.4.1, the Government of Nunavut may implement policies and Legislation, including the existing Nunavummi Nangminiqagtunik Ikajuuti policy, that extend an incentive or bid adjustment and labour bonus to registered local, Nunavut and Inuit firms in the EMR provided Cree Enterprises are given or credited equivalent benefits as those provided under that policy and given first priority for

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contracts for the procurement of goods or services in a manner consistent with this Chapter.

- 21.4.3 In the event of a conflict or inconsistency between this Chapter and any Government of Nunavut policies or Legislation referred to in subsections 21.4.1 and 21.4.2, this Chapter shall prevail to the extent of the conflict or inconsistency.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the Grand Council of the Crees – Eeyou Istchee or GCC(EI) Designated Organization (GDO) would be kept informed of any measures that are put in place to provide support and assistance to Cree Enterprises to enable them to compete for Government Contracts in the EMR.
2. Information about the bid adjustment provisions of the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy, referred to in subsection 21.4.2, can be found on the Government of Nunavut web site at <http://nni.gov.nu.ca>.
3. As defined under the provisions of Chapter 1, “Cree Enterprise” means a Cree Band, or any Cree Entity, or any unincorporated business owned by a Cree as well as any corporation in which one or more Crees, Cree Bands or Cree Entities hold more than fifty percent (50%) of the voting shares or a sufficient participation to appoint the majority of directors, as well as any partnership, joint venture, non profit corporation or other enterprise or legal entity in which one or more Crees or Cree Bands or Cree Entities hold a controlling interest.
4. “Government Contract” means a contract, other than a contract for employment in the Federal or Territorial Public Service, between the Government of Canada or the Government of Nunavut and a party other than Government or any other government for procurement of goods or services and includes:
 - (a) contracts for the supply of goods;
 - (b) construction contracts;
 - (c) contracts for the supply of services; and
 - (d) leases other than leases respecting real property.

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**CHAPTER 21 – GOVERNMENT EMPLOYMENT AND
CONTRACTS****SHEET # 21 - 3****PROJECT:** Preparation and maintenance of a comprehensive list of Cree Enterprises**RESPONSIBILITY:** Grand Council of the Crees – Eeyou Istchee (Crees) or GCC(EI) Designated Organization (GDO)**PARTICIPANTS/LIAISON:** Cree Enterprises; Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Collect information on Crees and Cree Enterprises together with information on goods and services which they would be in a position to supply in relation to Government Contracts for the provision of goods and services in the EMR	GDO	Prior to the Effective Date of the Agreement and updated from time to time thereafter
2	Prepare a comprehensive list of Crees and Cree Enterprises	GDO	As soon as practicable after Activity 1
3	Make the list of Crees and Cree Enterprises available to the public by electronic or other means	GDO	As soon as practicable after Activity 2
4	Maintain and update the list of Crees and Cree Enterprises	GDO	On-going as necessary

OBLIGATIONS ADDRESSED:

21.3.5 The GCC(EI) shall prepare and maintain a comprehensive list of Cree Enterprises, together with information on goods and services which they would be in a position to supply in relation to Government Contracts. This list shall be considered, where practicable and consistent with sound procurement practices, by Government in meeting its obligations under this Chapter.

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RELATED CLAUSES:

- Chapter 1 Definition of “Cree Enterprise”
- Chapter 3 Eligibility and Enrolment of Persons as beneficiaries of the Agreement
- 21.1.1 Definition of “Government Contract”, “Government of Canada” and “Government of Nunavut”
- 21.3.1 Government shall provide reasonable support and assistance to Cree Enterprises to enable them to compete for Government Contracts
- 21.3.2 Cree Enterprises shall be given fair consideration in Government Contracts for the procurement of goods or services in the EMR
- 21.3.3 Measures to be taken by Government in inviting bids on Government Contracts for the procurement of goods or services in the EMR
- 21.3.4 Bid evaluation criteria that shall be included by Government in the bid criteria established for the award of Government Contracts for the procurement of goods and services in the EMR
- 21.4.2 Notwithstanding 21.4.1, the Government of Nunavut may implement policies and Legislation, including the existing Nunavummi Nangminiqagtunik Ikajuuti policy, that extend an incentive or bid adjustment and labour bonus to registered local, Nunavut and Inuit firms in the EMR provided Cree Enterprises are given or credited equivalent benefits as those provided under that policy and given first priority for contracts for the procurement of goods or services in a manner consistent with this Chapter.
- 21.4.3 In the event of a conflict or inconsistency between this Chapter and any Government of Nunavut policies or Legislation referred to in subsections 21.4.1 and 21.4.2, this Chapter shall prevail to the extent of the conflict or inconsistency.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. As defined under subsection 21.1.1, “Government Contract” means a contract, other than a contract for employment in the Federal or Territorial Public Service, between the Government of Canada or the Government of Nunavut and a party other than Government or any other government for procurement of goods or services and includes:

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- (a) contracts for the supply of goods;
 - (b) construction contracts;
 - (c) contracts for the supply of services; and
 - (d) leases other than leases respecting real property.
2. In relation to Activity 3 above, a copy of the list of Cree Enterprises, or instructions on how to access the list electronically, should be sent to the following address in the Department of Indian Affairs and Northern Development:
- Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4
3. The comprehensive list of Crees and Cree Enterprises referred to in Activity 2 will be used for the purpose of both, awarding Government Contracts and implementing such contracts by contractors or any sub-contractors pursuant to paragraph 21.3.4 b), as well as in cases where any agency of Government intends to contract for carrying out archaeological work in the EMR as provided under subsection 26.8.1.

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CHAPTER 22 – CAPITAL TRANSFER**SHEET # 22 - 1**

PROJECT: Capital transfer payments and negotiation loans repayments

RESPONSIBILITY: Canada - Department of Indian Affairs and Northern Development (DIAND); Grand Council of the Crees - Eeyou Istchee (GCC(EI))

PARTICIPANTS/LIAISON: Recipient of Payments

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Calculate the final amounts to be shown in the Capital Transfer Schedule (Schedule 22-2) and the Negotiation Loans Repayment Schedule (Schedule 22-3)	DIAND	At least one (1) month prior to the Effective Date of the Agreement
2	Review and approve the final amounts to be shown in the Capital Transfer Schedule (Schedule 22-2) and the Negotiation Loans Repayment Schedule (Schedule 22-3)	GCC(EI)	At least one (1) month prior to the Effective Date of the Agreement
3	Incorporate the final amounts calculated and approved under Activities 1 and 2 into Schedules 22-2 and 22-3, and incorporate final amounts in Schedule 22-1 as per subsection 22.1.1	DIAND, GCC(EI)	Immediately prior to the Effective Date of the Agreement
4	Designate a Recipient of Payments AND Notify DIAND only if Recipient of Payments is to be other than the GCC(EI)	GCC(EI)	At discretion As soon as possible after designation made but at least one (1) month prior to the Effective Date or any anniversary of the Effective Date of the Agreement

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
5	Make payments in accordance with the final Capital Transfer Payment Schedule (Schedule 22-1) to Recipient of Payments	DIAND	On the Effective Date of the Agreement and any anniversary of the Effective Date of the Agreement in accordance with Schedule 22-1

OBLIGATIONS ADDRESSED:

22.1.1 Canada shall make capital transfer payments to the Recipient of Payments as set out in Schedule 22-1 of this Chapter which shall be calculated by deducting from each amount listed in the Capital Transfer Schedule set out in Schedule 22-2, the corresponding payment from the Negotiation Loans Repayment Schedule set out in Schedule 22-3.

22.1.2 For the purposes of this Chapter, the “Recipient of Payments” shall be a non profit corporation, partnership, foundation or trust designated by the GCC(EI) to receive and hold the payments made by Canada pursuant to this Chapter, or failing such designation, the Recipient of Payments shall be the GCC(EI).

RELATED CLAUSES:

Schedule 22-1 “Capital Transfer Payments Schedule”

Schedule 22-2 “Capital Transfer Schedule”

Schedule 22-3 “Negotiation Loans Repayment Schedule”

22.2.1 Extinguishment of GCC(EI) negotiation loan repayment

22.2.2 GCC(EI) may request accelerated repayment of outstanding negotiation loan amounts

22.2.3 Terms and conditions of the negotiation loans remain unaffected.

24.2.1 A transfer or payment of Cree Capital and recognition of ownership of Cree Capital under the Agreement is not taxable.

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FUNDING:

1. The final Capital Transfer Payment Schedule, which takes into account the Negotiation Loans Repayment Schedule, is set out in Schedule 22-1.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. At any time, the GCC(EI) may designate the “Recipient of Payments” to receive and hold the payments from Canada pursuant to this Chapter. Designation should be made at least one (1) month prior to the Effective Date or any anniversary of the Effective Date of the Agreement.

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CHAPTER 22 – CAPITAL TRANSFER**SHEET # 22 - 2**

PROJECT: Acceleration of the repayment of the outstanding negotiation loan amounts

RESPONSIBILITY: Grand Council of the Crees - Eeyou Istchee (GCC(EI));
Canada - Department of Indian Affairs and Northern Development (DIAND)

PARTICIPANTS/LIAISON: Recipient of Payments

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Indicate intention to accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty	GCC(EI)	At discretion
2	Re-calculate the annual payment in accordance with subsection 22.2.2	DIAND, GCC(EI)	As soon as possible following a decision to accelerate repayment as per Activity 1
3	Make payments in accordance with the revised final Capital Transfer Payment Schedule (Schedule 22-1) to Recipient of Payments	DIAND	In accordance with the revised Schedule 22-1

OBLIGATIONS ADDRESSED:

22.2.2 Notwithstanding subsection 22.2.1, the GCC(EI) may request to accelerate the repayment of the outstanding negotiation loan amounts without bonus or penalty, at its option, and the new negotiation loan repayment Schedule shall be re calculated such that the present value of the new Schedule 22-3, including accelerated payments, remains the same using an interest rate of _____percent (___%), Canada will then recalculate Schedule 22-1 in accordance with subsection 22.1.1.

22.2.3 Except as provided in section 22.1, terms and conditions of the negotiation loans shall remain unaffected.

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RELATED CLAUSES:

- Schedule 22-1 “Capital Transfer Payments Schedule”
- Schedule 22-2 “Capital Transfer Schedule”
- Schedule 22-3 “Negotiation Loans Repayment Schedule”
- 22.1.1 Canada shall make capital transfer payments to “Recipient of Payments”
- 22.1.2 “Recipient of Payments” shall be a non-profit corporation, partnership, foundation or trust designated by the GCC(EI) to receive and hold the payments made by Canada pursuant to this Chapter, or failing such designation, the Recipient of Payments shall be the GCC(EI).
- 22.2.1 Extinguishment of GCC(EI) negotiation loan repayment
- 24.2.1 A transfer or payment of Cree Capital and recognition of ownership of Cree Capital under the Agreement is not taxable.

FUNDING:

1. The final Capital Transfer Payment Schedule, which takes into account the Negotiation Loans Repayment Schedule, is set out in Schedule 22-1.

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**CHAPTER 23 – GOVERNMENT RESOURCE ROYALTY
SHARING****SHEET # 23 - 1****PROJECT:** Resource Royalty payments to the GDO**RESPONSIBILITY:** Canada - Department of Indian Affairs and Northern Development - Northern Affairs Organization (DIAND - NAO); Government of Nunavut (GN)**PARTICIPANTS/LIAISON:** Grand Council of the Crees (Eeyou Istchee) or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Calculate payments to be made to the GDO in accordance with section 23.2	DIAND - NAO; GN	As may be necessary from the Effective Date of the Agreement and quarterly thereafter
2	Remit payments to the GDO	DIAND - NAO; GN	Quarterly after the Effective Date of the Agreement
3	Provide the GDO with an annual statement indicating the basis on which Resource Royalties were calculated for the preceding year	DIAND - NAO; GN	Annually
4	Request the Auditor General to verify the annual statements	DIAND - NAO; GN	Upon request of the GDO

OBLIGATIONS ADDRESSED:

23.1 The GDO has the right, in each and every calendar year, to be paid amounts equal to:

- (a) fifty percent (50%) of the first two million dollars (\$2,000,000) received by Government in the calendar year from Resource Royalty; and

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- (b) five percent (5%) of any additional Resource Royalty received by Government in that year.

23.2 Government shall pay the GDO the amount due to it pursuant to section 23.1 as follows:

- (a) The government of Canada shall pay fifty percent (50%) on the first two million dollars (\$2,000,000) of Resource Royalty received by it in each and every calendar year; or
- (b) In the event that the government of Canada receives less than two million dollars (\$2,000,000) of Resource Royalty in a calendar year, the government of Nunavut shall pay fifty percent (50%) on that portion of the Resource Royalty received by it in that same calendar year that when added to the Resource Royalty received by the government of Canada amounts to no more than two million dollars (\$2,000,000); and
- (c) The governments of Canada and Nunavut shall each pay five percent (5%) on any Resource Royalties received by each of them in addition to the first two million dollars (\$2,000,000) received by Government in each and every calendar year.

23.3 The amounts payable by Government pursuant to section 23.1 shall be remitted quarterly by Government to the GDO on an as received basis.

23.4 Government shall annually provide the GDO with a statement indicating the basis on which any amounts payable under this Chapter were calculated for the preceding calendar year.

23.5 On the request of the GDO, Government shall request the Auditor General to verify the accuracy of the information in the annual statements. The GDO shall not assume any costs for such verification.

RELATED CLAUSES:

Chapter 1 Definitions of “Government”, “Resource” or “Resources” and “Resource Royalty”

23.6 Government Consultation with the GDO to alter Resource Royalty payments

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23.7 Area of application

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In Nunavut, *The Canada Mining Regulations* (CMR's), under the authority of the *Territorial Lands Act*, govern the disposition of Crown mineral rights. A mineral claim gives the exclusive right to extract minerals in exchange for the payment of a royalty to the Crown. Sections 6 through 69 and the definitions at the beginning of the CMR's are the primary provisions dealing with mining royalties.
2. The royalties paid by the mining companies are calculated by applying a graduated scale to the value of output of the mine. The value of output of a mine includes the proceeds of sale and the value of inventories of mine production for the year less allowable deductions as set out in the regulations. The deductions include development expenditures, capital expenditures, operating expenses and exploration expenditures. The company files a royalty return and pays any royalties due for that year no later than the last day of the fourth month after the end of that fiscal year (not calendar year).
3. Each quarter a report is sent to the department's finance section indicating the royalties received for the last quarter. The finance section combines the mining information and information received from other sections re: oil and gas royalties and sand and gravel royalties to calculate and produce royalty sharing cheques for the various land claim agreements.
4. The department may audit each of the royalty returns to ensure that the Crown is receiving the proper amounts of royalties due. If, after an audit, Government receives additional royalties, the payment to the GDO will be calculated and paid on the basis of the year for which those royalties were due (i.e. if an audit in 2008 finds an amount due to Government for 2005, the payment to the GDO will be calculated on the basis that the payment is for 2006). When, under Legislation, Government receives interest on late or overdue payments of royalties by producers, any such receipts will be considered as amounts due and received by Government and the GDO will receive the appropriate amounts. Any amounts received from the audit and re-assessment are reported in the year received.
5. If, after an audit, DIAND or GN owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the GDO based on the royalties received for the year for which the refund was owed.
6. In the case of Resource Royalties being received for a period which straddles the year for which the GDO share is paid, or in the case of a partial year after the Effective Date of the Agreement, the Resource Royalties will be apportioned on a prorated basis (i.e. based on days in the period for which the Resource Royalty was paid).

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7. When the total value of Resource Royalties received by Government in a year exceeds \$2 million, then the payments made by each of the government of Canada and the government of Nunavut shall be in proportion to the amounts received by each government.

8. The amount of Resource Royalties collected each year may vary greatly for the following reasons:
 - The selling prices for various commodities on which Resource Royalties are calculated such as zinc, nickel, diamonds etc, are cyclical and often change rapidly.
 - The capital and exploration expenditures claimed as deductions can also differ greatly from year to year.
 - Many commodity contracts are in US dollars and the Resource Royalties are calculated and collected in Canadian dollars, thus the ever changing exchange rates will affect the revenue used in the Resource Royalty calculation.

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**CHAPTER 23 – GOVERNMENT RESOURCE ROYALTY
SHARING****SHEET # 23 - 2****PROJECT:** Consultation on changes to Legislation or fiscal regime
in relation to Resource Royalties**RESPONSIBILITY:** Canada - Department of Indian Affairs and Northern
Development - Northern Affairs Organization (NAO);
Government of Nunavut (GN); Grand Council of the Crees
(Eeyou Istchee) or GCC(EI) Designated Organization
(GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO of any proposal to alter by Legislation the Resource Royalty payable to Government, in sufficient form and detail to allow the GDO to prepare their views on the matter; provide a reasonable period of time in which the GDO may prepare their views on the matter, and provide an opportunity to present their views	DIAND – NAO; GN	As appropriate when making a proposal
2	Review the proposal and prepare and present views to Government	GDO	Within reasonable period of time provided in Activity 1
3	Give full and fair consideration to views presented	DIAND – NAO; GN	After receiving views
4	Make determination concerning proposed legislative changes and inform the GDO of the decision	DIAND - NAO; GN	After giving full and fair consideration to views received
5	Make any legislative changes	DIAND - NAO; GN	In accordance with decision

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6	Notify the GDO of any proposed changes to the fiscal regime which will affect the Resource Royalty payable to Government, in sufficient form and detail to allow the GDO to prepare their views on the matter; provide a reasonable period of time in which the GDO may prepare their views on the matter, and provide an opportunity to present their views	DIAND - NAO; GN	When consulting outside Government on proposed changes
7	Review information provided and prepare and present views on the matter	GDO	Within reasonable period of time indicated in Activity 6
8	Give full and fair consideration to any views presented	DIAND – NAO; GN	After receiving views and before making changes
9	Make decision and inform the GDO of the decision	DIAND – NAO; GN	After giving full and fair consideration to views received
10	Make any changes to the regime	DIAND – NAO; GN	In accordance with decision

OBLIGATIONS ADDRESSED:

23.6 Government shall Consult with the GDO on any proposal to alter by Legislation the Resource Royalty payable to Government. Where Government consults outside of Government on any proposed changes to the fiscal regime which will change the resource royalty regime, it shall also Consult with the GDO.

RELATED CLAUSES:

Chapter 1 Definition of “Consult” or “Consultation” and “Resource Royalty”

23.1 GDO right to royalty and amounts

23.2 Government Resource Royalty payments to the GDO

23.3 Payments remitted on quarterly basis

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FUNDING:

1. Funding for these activities may be provided through programs and policies in place from time to time.

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CHAPTER 25 – IMPLEMENTATION ARRANGEMENTS AND FUNDING**SHEET # 25 - 1****PROJECT:** **Establishment of the Implementation Committee****RESPONSIBILITY:** Grand Council of the Crees – Eeyou Istchee or GCC(EI); Government of Nunavut (GN); Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish the Implementation Committee by designating senior officials as per subsection 25.4.2 and notify each other in writing	GCC(EI), GN and DIAND - JBIO	No later than three (3) months after the Effective Date of the Agreement
2	Appoint replacement representatives and notify each other in writing of the replacement	GCC(EI), GN and DIAND - JBIO	As required from time to time after the Effective Date of the Agreement

OBLIGATIONS ADDRESSED:

25.4.1 As soon as practicable, but no later than three (3) months after the Effective Date of this Agreement, an Implementation Committee shall be established.

25.4.2 The Implementation Committee shall be composed of four (4) senior officials: one (1) representing the government of Canada, one (1) representing the government of Nunavut and two (2) representing the GCC(EI).

RELATED CLAUSES:

25.2 Principles guiding the implementation of the Agreement

25.3 Implementation Plan

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25.4.3 Role of the Implementation Committee

25.5 Cree implementation funding

FUNDING:

1. Each party shall be responsible for the costs of the participation of their representative to the Implementation Committee.
2. Implementation funding payments that are to be provided by the government of Canada to the GCC(EI) are identified in Activity Sheet # 25-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Potential representatives for the Implementation Committee are to be identified by each party prior to the Effective Date and may meet informally for the purpose of pre-Effective Date planning.

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CHAPTER 25 – IMPLEMENTATION ARRANGEMENTS AND FUNDING**SHEET # 25 - 2****PROJECT:** Operation of the Implementation Committee**RESPONSIBILITY:** Implementation Committee (Committee)**PARTICIPANTS/LIAISON:** Grand Council of the Crees – Eeyou Istchee; Government of Nunavut; Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Develop Committee protocol or procedures including the scheduling of meetings	Committee	As soon as possible after the establishment of the Committee
2	Provide guidance for the implementation of the Agreement	Committee	Ongoing and as required
3	Monitor the Implementation Plan	Committee	Ongoing and as required
4	Revise the Implementation Plan Activity Sheets (Annex A), reallocate resources and amend the Implementation Plan	Committee	When deemed necessary
5	Attempt to resolve implementation disputes arising among the parties to the Implementation Plan	Committee	As required at the request of any of the parties prior to reference to Chapter 31
6	Coordinate the preparation and publication of the report on the implementation of the Agreement as required under paragraph 25.4.3 e)	Committee	Every two (2) years

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7	Conduct a review and make recommendations to the parties on the renewal of the Implementation Plan beyond the initial ten (10) year period	Committee	Prior to the end of the ninth (9) year of the Plan or as otherwise determined by the parties
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OBLIGATIONS ADDRESSED:

- 25.4.3 The Implementation Committee shall:
- (a) oversee and provide direction to guide the implementation of this Agreement;
 - (b) monitor the Implementation Plan;
 - (c) when it deems necessary, revise the Schedule of activities, reallocate resources and amend the Implementation Plan;
 - (d) attempt to resolve implementation disputes arising among the parties to the Implementation Plan. Unresolved implementation disputes shall be resolved pursuant to Chapter 31;
 - (e) every two (2) years provide to the Minister of Indian Affairs and Northern Development, the Leader of the government of Nunavut and the GCC(EI) a report on the implementation of this Agreement, which shall be made public; and
 - (f) make recommendations for the implementation of this Agreement, including the role of the Implementation Committee, to the parties to the Implementation Plan for future planning periods following the initial (10) ten year period.

RELATED CLAUSES:

- 25.2 Principles guiding the implementation of the Agreement
- 25.3 Implementation Plan
- 25.4.1 Implementation Committee to be established
- 25.4.2 Composition of Implementation Committee

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25.5 Cree implementation funding

31.1 Role of Implementation Committee prior to dispute resolution processes

FUNDING:

1. Each party shall be responsible for the costs of the participation of their representative to the Implementation Committee.
2. The report of the Implementation Committee referred to in paragraph 25.4.3 e) shall be a cost of the government of Canada. (25.4.4)
3. Implementation funding payments that are to be provided by the government of Canada to the GCC(EI) are identified in Activity Sheet # 25-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. All decisions of the Implementation Committee shall be by unanimous agreement of the members. (25.4.5)
2. For subsequent planning periods beyond the initial ten (10) year planning period, negotiations between the Parties concerning the renewal of the Implementation Plan shall commence at least one (1) year prior to the expiry of the initial ten (10) year planning period or any subsequent planning periods, as the case may be. (25.3.6)

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CHAPTER 25 – IMPLEMENTATION ARRANGEMENTS AND FUNDING**SHEET # 25 - 3****PROJECT:** Cree implementation funding**RESPONSIBILITY:** Canada – Department of Indian Affairs and Northern Development (DIAND); Grand Council of the Crees – Eeyou Istchee (GCC(EI))

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make implementation funding payment to GCC(EI) in accordance with subsection 25.5.1	DIAND	On the Effective Date of the Agreement
2	Administer and use the implementation funding provided for under subsection 25.5.1 and in accordance with subsection 25.5.2	GCC(EI)	Ongoing as required

OBLIGATIONS ADDRESSED:

- 25.5.1 Canada shall make a one time implementation funding payment to the GCC(EI) on the Effective Date of this Agreement of five million dollars (\$5,000,000) multiplied by the value of FDDIPI for the latest quarter available prior to that date for which FDDIPI has been published by Statistics Canada, and by dividing the resulting product by the value of FDDIPI for the 3rd quarter of 2002.
- 25.5.2 The payment made pursuant to subsection 25.5.1 is not intended by the Parties to fulfill or discharge the ongoing funding responsibilities of the government of Canada for the implementation of this Agreement.
- 25.5.3 Unless otherwise specified in this Agreement, Canada shall not be responsible for the costs of the GCC(EI) to implement this Agreement.
- 25.5.4 The GCC(EI) shall use the funds referred to in subsection 25.5.1 to implement this Agreement and to carry out the objects of the GCC(EI) as set out in its constitutive documents.

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RELATED CLAUSES:

- 25.2 Principles guiding the implementation of the Agreement
- 25.3 Implementation Plan
- 25.4 Implementation Committee

FUNDING:

1. The government of Canada shall make implementation funding payments to the GCC(EI) on the Effective Date in accordance with subsection 25.5.1.

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CHAPTER 26 – ARCHAEOLOGY**SHEET # 26 - 1**

PROJECT: Cree participation in policy and Legislation development on archaeology in the EMR

RESPONSIBILITY: Canada – Department of Indian Affairs and Northern Development (DIAND); Government of Nunavut - Department of Culture, Language, Elders and Youth (GN - CLEY); GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Canada - Canadian Museum of Civilization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO in writing of the intent to develop Government policy and Legislation on archaeology in the EMR	DIAND; GN – CLEY	As required after the Effective Date of the Agreement
2	Provide information in sufficient form and detail to allow the GDO to prepare its views on the matter and to provide the GDO with additional information if requested	DIAND; GN - CLEY	Once notice has been provided in Activity 1 and if GDO has requested additional information
3	Provide a reasonable period of time for the GDO to review the information and prepare its views on the matter, and provide the GDO with an opportunity to present its views	DIAND; GN - CLEY	After the information has been provided as per Activity 2
4	Present views on the proposed policy or legislative initiative	GDO	Within a reasonable period of time as provided in Activity 3
5	Give full and fair consideration of any views presented	DIAND; GN - CLEY	After receiving views and before making final decision on the matter
6	Make decision on the proposed policy or legislative initiative and notify the parties to the Consultation of the decision	DIAND; GN - CLEY	After giving full and fair consideration to views received

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OBLIGATIONS ADDRESSED:

- 26.2.4 A GDO shall be invited to participate in any development of Government policy and Legislation on archaeology in the EMR.

RELATED CLAUSES:

- Chapter 1 Definition of “Legislation”
- 2.19 Government shall in Consultation with the GCC(EI) prepare Legislation required to implement the Agreement
- 26.2.1 Recognition of special interest of Cree in archaeological evidence
- 26.2.2 Involvement of Cree in identifying, protecting, conserving sites and specimens
- 26.2.3 Government responsibilities for managing and conserving Archaeological Sites and Archaeological Specimens to be balanced with Crees’ responsibilities
- 26.3 Provisions related to the permit system for Archaeological Investigations

FUNDING:

1. It is anticipated that the government of Canada will fund these activities from programs and policies in place from time to time.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The protection of Nunavut's archaeological and palaeontological heritage is a shared responsibility of the governments of Nunavut and of Canada. Under the *Nunavut Act*, the federal government can make regulations for the protection, care and preservation of archaeological and palaeontological sites and specimens. However, it is the Nunavut Government’s Department of Culture, Language, Elders and Youth (CLEY) which administers the *Nunavut Archaeological and Palaeontological Sites Regulations* (NAPSR) through which it grants research permits to qualified applicants for the purpose of documenting and investigating archaeological and palaeontological sites in a controlled and professional manner.

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2. In accordance with the provisions of Article 33 of the Nunavut Land Claims Agreement (NLCA), the Inuit Heritage Trust was invited by the Nunavut Government to participate in the development of new archaeological regulations for Nunavut. The *Nunavut Archaeological and Palaeontological Sites Regulations* were subsequently approved and came into force on June 15, 2001. It is assumed that discussions with the Nunavut Government will be required to review the extent to which, if any, these regulations might need to be amended in order to implement the provisions of Chapter 26 of the Agreement.
3. Nunavut Tunngavik Inc., the Inuit Heritage Trust, and the Nunavut Government signed a *Memorandum of Cooperation and Understanding* leading to NTI and the IHT each nominating two (2) representatives to the Nunavut Historical Advisory Board. It is assumed that a similar understanding will need to be reached with respect to the GDO responsible for archaeology in the EMR.
4. The “General Principles” set out in Chapter 26 are of particular relevance with regard to the development of policy and Legislation in relation to archaeology in the EMR.

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 2

PROJECT: Application process for a permit authorizing an Archaeological Investigation in the EMR

RESPONSIBILITY: Designated Agencies as set out in Schedule 26-1 (Designated Agency); GCC(EI) Designated Organization (GDO); permit holder

PARTICIPANTS/LIAISON: Canada - Canadian Museum of Civilization; Government of Nunavut - Department of Culture, Language, Elders and Youth

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Forward a copy of the application to the GDO For an application associated with a land use permit then refer to Activity Sheet #26-4	Designated Agency	As soon as possible upon receipt of an application for a permit for an Archaeological Investigation in the EMR
2	Review the application	GDO	As soon as possible after Activity 1
3	If the decision is made to object to the application, send written objections to the Designated Agency	GDO	Within ninety (90) days of receipt of the copy as per Activity 1
4	Withhold issuance of any permit, investigate the objections, prepare a report on the basis of the investigation and provide the GDO with a copy of the report as per subsection 26.3.3	Designated Agency	Upon receipt of written objections from GDO as per Activity 3
5	Reject application of the permit if the objections are reasonably founded in accordance with subsection 26.3.4 a) and b) If application is associated with proposed land use requiring land use permit then proceed as per Activity Sheet #26-4	Designated Agency	After preparing the investigation report as per Activity 4

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OR

6	Issue permit for Archaeological Investigation in the EMR (if application approved by the Designated Agency) and attach conditions, including upon request by the GDO, a requirement as per Activity Sheet #26-3	Designated Agency	After sending report as per Activity 4 or not receiving objections from GDO within ninety (90) days as per Activity 3
7	Except where a permit specifically requires a permit holder to leave Archaeological Specimens <i>in situ</i> for purposes of scientific, historic or cultural reasons, submit to the Designated Agency or the GDO all Archaeological Specimens collected	permit holder	At a place and time specified on the permit
8	Submit a report to the Designated Agency, with a copy to the GDO	permit holder	As required by the Designated Agency after issuance of a permit
9	Provide the GDO with a summary of the report in the Cree language	Designated Agency	Upon reasonable request by the GDO

OBLIGATIONS ADDRESSED:

- 26.3.1 Upon receipt of any application for a permit authorizing an Archaeological Investigation in the EMR, the Designated Agency shall, except in cases of emergency, forward a copy of the application forthwith to the GDO.
- 26.3.2 Upon receipt of the copy, the GDO shall have ninety (90) days to object to the application in writing.
- 26.3.3 If the Designated Agency is in receipt of such written objections within the specified number of calendar days referenced in subsection 26.3.2, it shall:
- (a) withhold the issuance of any permit;
 - (b) investigate the objections and prepare a report thereon; and
 - (c) provide the GDO with a copy of the report referred to in paragraph b) above.
- 26.3.4 Where the objections referred to in subsection 26.3.3 are reasonably founded on:

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- (a) inadequate efforts to secure Cree participation and benefits or inadequate performance of commitments to provide such participation and benefits under permits issued at an earlier date, or
- (b) disturbance of a site of Cree religious or spiritual significance as such significance is defined by the GDO in Consultation with the Designated Agency,

the Designated Agency shall reject the application for the permit.

26.3.7 Every permit holder shall submit a report as required by the Designated Agency with a copy to the GDO. Upon reasonable request, the Designated Agency shall provide the GDO with a summary of the report in the Cree language.

26.3.9 Except where a permit specifically requires a permit holder to leave Archaeological Specimens in situ for purposes of scientific, historic or cultural reasons, all Archaeological Specimens collected by a permit holder shall be submitted to the Designated Agency or the GDO at a place and time specified in the permit.

RELATED CLAUSES:

Chapter 1	Definition of “Archaeological Site”
26.1.1	Definitions of “Archaeological Investigation”, “Archaeological Specimen” and “Designated Agency”
26.2.1	Recognition of special interest of Cree in archaeological evidence
26.2.2	Involvement of Cree in identifying, protecting, conserving sites and specimens
26.2.3	Government responsibilities for managing and conserving Archaeological Sites and Archaeological Specimens balanced with Cree’s responsibilities
26.3.5	Community meetings attached as condition of granting of permit
26.3.6	Handling of permit applications associated with proposed land uses requiring a land use permit

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26.3.10 - 26.3.11 Applications for land use permits where there are reasonable grounds to believe there could be important Archaeological Sites

Schedule 26-1 List of “Designated Agencies”

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that regulatory jurisdiction with respect to the operation of the permit system for the protection, excavation, restoration, etc. of Archaeological Sites, as well as for the application of sanctions against unauthorized disturbance of Archaeological Sites and Archaeological Specimens, is held by the government of Nunavut and that ministerial responsibility would be exercised by the Minister of Culture, Language, Elders and Youth.
2. The “General Principles” set out in Chapter 26 are of particular relevance with regard to the operation of the permit system for Archaeological Investigations in the EMR.
3. Chapter 26 assumes that a permit system has already been established. In this respect it can be noted that Part 5 of Article 33 of the *Nunavut Land Claims Agreement* obliged government to put such a permit system in place, by way of Legislation, for Archaeological Investigations in the Nunavut Settlement Area. It is therefore also assumed that the permit system for the EMR will be incorporated into or carried out in conjunction with the larger permit system for other parts of Nunavut.
4. As provided under subsection 26.3.1, the regular permit application process for authorizing Archaeological Investigations in the EMR, does not apply in cases of emergency. It is assumed that, if the Designated Agency that responds to a permit request believes that, on reasonable grounds, an emergency exists which has the potential to result in the destruction of or significant injury or damage to Archaeological Sites or Archaeological Specimens in the EMR, the Designated Agency may act without first consulting the GDO. However, as soon as practicable thereafter, the Designated Agency shall inform the GDO and provide reasons for any emergency actions taken.

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 3

PROJECT: Community meetings as a condition to the grant of a permit

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Designated Agencies as set out in Schedule 26-1 (Designated Agency); permit holder

PARTICIPANTS/LIAISON: Cree community closest to the Archaeological Site

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Send a written request to the Designated Agency to attach a condition to the granting of a permit for community meetings as set out in paragraphs 26.3.5 a) and b)	GDO	After reviewing copy of permit application forwarded under Activity 1, Sheet # 26-2 and prior to the issuance of a permit
2	Attach the condition to the permit	Designated Agency	After receiving the request from the GDO and when issuing permit under Activity 6, Sheet # 26-2
3	Proceed with the community consultations as required by the terms and conditions of the permit	permit holder	Upon completion of each season's field work

OBLIGATIONS ADDRESSED:

26.3.5 The Designated Agency shall upon reasonable request by the GDO, attach as a condition to the grant of a permit, a requirement that upon completion of each season's field work, the permit holder shall, to the extent practicable:

- (a) attend at a location identified by the GDO, in the community closest to the site, to explain and discuss the work carried out; and

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- (b) provide an opportunity for residents of the community to examine any specimen removed from the site.

RELATED CLAUSES:

Chapter 1	Definition of “Archaeological Site”
26.1.1	Definition of “Archaeological Specimen” and “Designated Agency”
26.2.1	Recognition of special interest of Crees in archaeological evidence
26.2.2	Involvement of Cree in identifying, protecting, conserving sites & specimens
26.2.3	Government responsibilities in managing and conserving sites and specimens balanced with Crees’ responsibilities
26.3	The other subsections of section 26.3 setting out the provisions related to the processing of applications for permits required for undertaking Archaeological Investigations in the EMR
Schedule 26 - 1	List of Designated Agencies

FUNDING:

1. The permit holder is expected to fund any direct costs associated with community consultations attached as a condition of the permit.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the community to be designated by the GDO, for purposes of community consultations requested under subsection 26.3.5, would be one of the following Cree communities, as they are the closest Cree communities to the EMR:

- Chisasibi
- Eastmain
- Waskaganish
- Wemindji, or
- Whapmagoostui

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CHAPTER 26 - ARCHAEOLOGY**SHEET # 26 - 4**

- PROJECT:** Processing applications associated with land use permits
- RESPONSIBILITY:** Designated Agencies as set out in Schedule 26-1 (Designated Agency)
- PARTICIPANTS/LIAISON:** Grand Council of the Crees - Eeyou Istchee or GCC(EI) Designated Organization; applicant for a permit authorizing an Archaeological Investigation in the EMR (permit applicant); Eeyou Marine Region Planning Commission

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine if there are reasonably founded objections for the granting of a permit authorizing an Archaeological Investigation in the EMR	Designated Agency	After preparing an investigation report as set out in Activity 4, Activity Sheet #26-2
2	Determine whether or not the permit application under Activity 1 is associated with a proposed land use requiring a land use permit	Designated Agency	As soon as possible after the determination in Activity 1
3	Make a decision to issue a permit authorizing an Archaeological Investigation in the EMR with terms and conditions that adequately deal with reasonably founded objections	Designated Agency	After making a positive determination in Activity 2
4	Notify the GDO and permit applicant of the decision	Designated Agency	As soon as possible after making its decision
5	If the permit application is approved, issue permit, and provide the terms and conditions attached to the approval of the permit application to the EMRPC	Designated Agency	On issuing the permit and in conjunction with review of the Project Proposal by the EMRPC

OBLIGATIONS ADDRESSED:

- 26.3.6 Notwithstanding subsection 26.3.4, where the application before the Designated Agency is associated with a proposed land use requiring a land use permit, the Designated Agency may, instead of rejecting the

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application, issue a permit with terms and conditions that adequately deal with the reasonably founded objections.

RELATED CLAUSES:

- 8.3.1 Land use plans to take into account the protection and preservation of Archaeological Sites
- 8.5.12 EMRPC to review all applications for Project Proposals to determine if in conformity with EMR land use plan
- 18.3 Relationship of EMRIRB to land use planning provisions
- 26.1.1 Definitions of “Archaeological Investigation” and “Designated Agency”
- 26.2.2 Involvement of Cree in identifying, protecting, conserving sites and specimens
- 26.3 The other subsections of section 26.3 setting out the provisions related to the processing of applications for permits required for undertaking Archaeological Investigations in the EMR
- 26.7 Protection of and rules of access to Cree Human Remains or Associated Burial Objects and Burial Sites
- Schedule 26 -1 List of Designated Agencies

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The “General Principles” set out in Chapter 26 are of relevance with regard to the different aspects of the operation of the permit system for Archaeological Investigations in the EMR.
2. In cases where an application is made for a land use permit and there are reasonable grounds to believe there could be important Archaeological Sites on the Lands affected, the procedures to be followed are set out under subsections 26.3.10 and 26.3.11. See Activity Sheet # 26-5.
3. In cases where an application is made for a land use permit and there are reasonable grounds to believe that the Archaeological Site on Cree Lands contains Cree Human

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Remains or Associated Burial Objects, the procedures to be followed are set out under subsection 26.7.5. See Activity Sheet # 26-5.

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 5

PROJECT: Land use permit applications on lands with potentially important Archaeological Sites in the EMR

RESPONSIBILITY: Eeyou Marine Region Planning Commission (EMRPC); Designated Agencies as set out in Schedule 26-1 (Designated Agency)

PARTICIPANTS/LIAISON: Grand Council of the Crees (Eeyou Istchee) or GCC(EI) Designated Organization (GDO); land use permit applicant

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the Designated Agency of any land use permit application for lands in the EMR on which there could be an important Archaeological Site as per Activity 2 of Activity Sheet #8-4	EMRPC	After receipt of the land use application
2	Determine if there are reasonable grounds to believe there could be an important Archaeological Site on Lands affected by the land use permit application and notify EMRPC of determination	Designated Agency	As soon as practicable after being notified as per Activity 1
3	Determine if the Archaeological Site contains Cree Human Remains or Associated Burial Objects	Designated Agency	As soon as practicable after being notified as per Activity 1
4	If the Archaeological Site contains Cree Human Remains or Associated Burial Objects, then Consult with GDO and obtain consent of the GDO pursuant to the provisions of 26.7.5	Designated Agency	As soon as possible after positive determination under Activity 3
5	Forward written consent required under 26.3.10 and recommendations to the EMRPC specifying the plans and methods of Archaeological Site protection and restoration to be followed by the permit holder and any other conditions as specified in 26.3.11	Designated Agency	After determining that there is an important Archaeological Site on the Lands affected as per Activity 2 and obtaining consent of GDO if required under Activity 4

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6	Take into consideration the plans and methods of Archaeological Site protection and restoration to be followed by the permit holder as per subsection 26.3.11 and any conditions specified as per subsection 26.7.5 in the review of land use permit application as per Activity 2 of Activity Sheet #8-4	EMRPC	After receiving the written consent of the Designated Agency under Activity 5
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OBLIGATIONS ADDRESSED:

- 26.3.10 Where an application is made for a land use permit and there are reasonable grounds to believe there could be important Archaeological Sites on Lands affected, no land use permit shall be issued without the written consent of the Designated Agency. Such consent shall not be unreasonably withheld.

- 26.3.11 Each land use permit referred to in subsection 26.3.10 shall specify the plans and methods of Archaeological Site protection and restoration to be followed by the permit holder, and any other conditions the Designated Agency may deem fit.

- 26.7.5 With respect to subsection 26.3.10, if there are reasonable grounds to believe that the Archaeological Site on Cree Lands contains Cree Human Remains or Associated Burial Objects, the Designated Agency shall first Consult and receive the consent of the GDO pursuant to subsection 26.7.2 prior to a land use permit being issued.

RELATED CLAUSES:

- Chapter 1 Definition of “Archaeological Site”

- 8.5.12 The EMRPC shall review all applications for Project Proposals

- 26.1.1 Definition of “Cree Human Remains or Associated Burial Objects” and “Designated Agency”

- 26.2.2 Involvement of Cree in identifying, protecting, conserving sites and specimens

- 26.3 The other subsections of section 26.3 setting out the provisions related to the processing of applications for permits required for undertaking Archaeological Investigations in the EMR

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26.7 The other subsections of section 26.7 setting out the provisions related to the protection of and rules of access to Cree Human Remains or Associated Burial Objects and Burial Sites

Schedule 26 -1 List of Designated Agencies

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The “General Principles” set out in Chapter 26 are of relevance with regard to the different aspects of the operation of the permit system for Archaeological Investigations in the EMR.

2. The application process for requesting a permit to authorize an Archaeological Investigation in the EMR is set out in subsections 26.3.1 to 26.3.4, 26.3.7 and 26.3.9. See Activity Sheet # 26-2.

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 6

PROJECT: **Disposition and Long-term Alienation of Archaeological Specimens found in the EMR**

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Designated Agencies as set out in Schedule 26-1 (Designated Agency); Arbitrators appointed under Part B of Chapter 31 (Arbitrators)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Determine the disposition of all Archaeological Specimens found on Cree Lands	GDO	As required
2	Determine the disposition of all Archaeological Specimens found in the EMR other than on Cree Lands subject to the rights of the GDO to acquire possession as per Activity Sheet #26-7	Designated Agency	As required
3	Seek agreement and provide joint consent, in writing, prior to any Long-term Alienation of any Archaeological Specimens found in the EMR	GDO, Designated Agency	As required
4	If agreement cannot be reached, then refer the matter for resolution by Arbitration in accordance with Part B of Chapter 31 (See Activity Sheet #31-2)	GDO or Designated Agency	When agreement cannot be reached under Activity 3
5	Issue decision, in writing, after taking into account the overall intent of the Agreement, the provisions of Chapter 26, and any other relevant consideration	Arbitrators	In accordance with the Arbitration process set out in Part B of Chapter 31

OBLIGATIONS ADDRESSED:

26.4.5 The Designated Agency and the GDO must jointly consent, in writing, prior to any Long-term Alienation of any Archaeological Specimens found in the EMR.

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- 26.4.6 Where the Designated Agency and the GDO cannot reach an agreement on a proposal for a Long term Alienation, as outlined in subsection 26.4.5, the matter shall be referred for resolution by Arbitration under Part B of Chapter 31 by the Designated Agency or the GDO. In arriving at a decision, the Arbitrators shall take into account the overall intent of this Agreement, the provisions of this Chapter, and any other relevant consideration.

- 26.4.7 Subject to subsection 26.4.5, the GDO shall determine the disposition of all Archaeological Specimens found on Cree Lands.

- 26.4.8 Subject to subsection 26.4.5, the Designated Agency shall determine the disposition of all Archaeological Specimens found in the EMR other than on Cree Lands subject to the rights of the GDO to acquire possession as set out in this Chapter.

RELATED CLAUSES:

- Chapter 1 Definitions of “Arbitration” and “Arbitrators”

- 26.1.1 Definitions of “Archaeological Specimen”, “Designated Agencies” and “Long-term Alienation”

- 26.2.1 Recognition of special interest of Cree in archaeological evidence

- 26.5 Use of Archaeological Specimens found within the EMR

- Schedule 26-1 List of Designated Agencies

FUNDING:

- 1. Where the request for any Long-term Alienation of any Archaeological Specimens found in the EMR has been granted by a Designated Agency, the costs associated with transporting or otherwise preparing or handling the Archaeological Specimens shall be negotiated between the Designated Agency and the GDO.

- 2. The costs of any Arbitration under subsection 26.4.6 would be determined according to the provisions of section 31.18.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Chapter 26 of the Agreement includes a number of “General Principles” which are of relevance with regard to the ownership and disposition of Archaeological Specimens found in the EMR.
2. In relation to section 26.4, “Archaeological Specimens” does not include human remains (26.4.1).
3. Government and the GDO jointly own all Archaeological Specimens found within the EMR following the Effective Date of the Agreement and that are not:
 - a) Public Records;
 - b) the Private Property of any Person; or
 - c) within Areas Administered by Parks Canada Agency. (26.4.2)
4. Archaeological Specimens found in the EMR in Areas Administered by Parks Canada Agency shall be managed in accordance with the provisions of the Agreement. (26.4.3)
5. Any disturbance or disposition of Archaeological Specimens is to be managed in accordance with Chapter 26. (26.4.4)
6. Public Records, wherever they are found, shall be owned and managed by the government by which they were created or held. (26.4.9)

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CHAPTER 26 - ARCHAEOLOGY**SHEET # 26 - 7****PROJECT:** Requests for possession of Archaeological Specimens**RESPONSIBILITY:** GCC(EI) Designated Organization (GDO); Designated Agencies as set out in Schedule 26-1 (Designated Agency)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request possession of an Archaeological Specimen found within the EMR or from any Government agency, including the Canadian Museum of Civilization	GDO	At discretion
2	Comply with the request and attach terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession OR Refuse the request if any of the provisions listed in subsection 26.5.1 apply or if subsection 26.5.3 applies	Designated Agency	As soon as practicable after receiving the request in Activity 1
3	Request possession of an Archaeological Specimen in the possession of the GDO	Designated Agency	At discretion
4	Negotiate the basis for granting possession of an Archaeological Specimen held by the GDO if the GDO decides to grant possession	GDO, Designated Agency	As soon as practicable after receiving the request in Activity 3

OBLIGATIONS ADDRESSED:

26.5.1 The GDO may request possession of any Archaeological Specimen found within the EMR or from any Government agency, including the Canadian Museum of Civilization. Such requests shall not be refused by the agency unless:

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- (a) the GDO is unable to maintain the Archaeological Specimen without risk of damage or destruction, including provision for climate control and security;
- (b) the GDO is unable to provide access to the Archaeological Specimen commensurate with scientific or public interests;
- (c) the agency is unable to give up possession because of some term or condition of its original acquisition from a non Government source;
- (d) the Canadian Museum of Civilization, Library and Archives Canada, Parks Canada Agency or a territorial archaeological agency currently requires the Archaeological Specimen,
 - i) for its own active display or research, or
 - ii) on account of the unique characteristics of the Archaeological Specimen;
- (e) the condition of the Archaeological Specimen prohibits its movement; or
- (f) Archaeological Specimen has previously been made available to, and is in the possession of, a Person other than a Government agency.

26.5.2 Where the agency referred to in subsection 26.5.1 complies with a request by the GDO, the Designated Agency may attach any terms and conditions, consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of possession.

26.5.3 If the GDO requests a loan under subsection 26.5.1 but the Archaeological Specimen is subject to an existing, legally binding loan commitment, the GDO shall have priority over others to obtain possession of the Archaeological Specimen once that commitment has been fulfilled.

26.5.4 A Designated Agency may request possession of any Archaeological Specimen in the possession of the GDO and the GDO may grant possession on a basis to be negotiated between the Designated Agency and the GDO.

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RELATED CLAUSES:

- 26.1.1 Definition of “Archaeological Specimen”
- 26.2.1 Recognition of special interest of Cree in archaeological evidence
- 26.4 Title to Archaeological Specimens (dispositions and Long-term Alienations)
- Schedule 26-1 List of Designated Agencies

FUNDING:

- 1. Where the request for the possession of any Archaeological Specimen has been granted by a Designated Agency or GDO, the costs associated with transporting or otherwise preparing or handling the Archaeological Specimens shall be negotiated between the Designated Agency and the GDO.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

- 1. Government responsibilities for the management and conservation of Archaeological Sites and Archaeological Specimens shall be balanced with the Crees’ responsibilities for same. (26.2.3)
- 2. Government and the GDO shall jointly own all Archaeological Specimens found within the EMR following the Effective Date of the Agreement and that are not:
 - a) Public Records;
 - b) the Private Property of any Person; or
 - c) within Areas Administered by Parks Canada Agency. (26.4.2)
- 3. Archaeological Specimens found in the EMR in Areas Administered by Parks Canada Agency shall be managed in accordance with the provisions of the Agreement. (26.4.3)
- 4. Any disturbance or disposition of Archaeological Specimens is to be managed in accordance with Chapter 26. (26.4.4)

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 8

PROJECT: Cree translations of publications about archaeology in the EMR

RESPONSIBILITY: Designated Agencies as set out in Schedule 26-1 (Designated Agency)

PARTICIPANTS/LIAISON: Grand Council of the Crees - Eeyou Istchee or GCC(EI) Designated Organization

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Translate into Cree and make available any publications by a Designated Agency that are aimed at informing the Canadian public about archaeology in the EMR	Designated Agency	Upon publication of such documents

OBLIGATIONS ADDRESSED:

26.3.8 The Designated Agency shall make available Cree translations of its publications that are aimed at informing the Canadian public about archaeology in the EMR.

RELATED CLAUSES:

26.2.1 Recognition of special interest of Cree in archaeological evidence

26.2.2 Involvement of Cree in identifying, protecting, conserving sites and specimens

26.3.7 Designated Agency to provide Cree translation of summary of report submitted by permit holder

Schedule 26-1 List of Designated Agencies

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Translations into Cree of publications referred to in 26.3.7 are those related specifically to archaeology in the EMR.

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 9

PROJECT: Cree Human Remains or Associated Burial Objects

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Government of Canada (Canada); Government of Nunavut (GN)

PARTICIPANTS/LIAISON: Public and private collections other than Government holding Cree Human Remains or Associated Burial Objects

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Request, in writing, GDO access to Cree Human Remains or Associated Burial Objects that were found in Cree burial sites in the EMR and subsequently removed from the EMR which are being held in public and private collections other than by Government	GDO	At discretion
2	Facilitate the GDO’s access to Cree Human Remains or Associated Burial Objects that are held in public and private collections other than by Government	Canada, GN	As soon as practicable after Activity 1

OBLIGATIONS ADDRESSED:

26.6.1 At the request of the GDO, Government shall use reasonable efforts to facilitate the GDO’s access to Cree Human Remains or Associated Burial Objects that are held in public and private collections other than by Government.

RELATED CLAUSES:

26.1.1 Definition of “Cree Human Remains or Associated Burial Objects”

26.4.1 In this section, “Archaeological Specimens” does not include human remains

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FUNDING:

1. Where access to any Cree Human Remains or Associated Burial Objects has been granted by public and private collections, the associated costs for the delivery shall be negotiated between the GDO, the holder of the remains or objects and Government in accordance with applicable Legislation and government policies.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The archaeological record of the Crees in the EMR is a record of Cree use and occupancy of Lands and Resources through time. The evidence associated with Cree use and occupancy represents a cultural, historical and ethnographic heritage of Cree society and, as such, Government recognizes that the Crees have a special relationship with such evidence that shall be expressed in terms of special rights and responsibilities. (26.2.1)

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CHAPTER 26 - ARCHAEOLOGY

SHEET # 26 - 10

PROJECT: Discovery of a burial site in the EMR

RESPONSIBILITY: Person who has discovered a burial site in the EMR (Person making discovery); GCC(EI) Designated Organization (GDO); Canada; Government of Nunavut (GN); Person wishing to survey or disturb the burial site; Parks Canada Agency (PCA)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify the GDO and Government of the discovery of a burial site in the EMR	Person making discovery	Immediately upon discovering a burial site in the EMR
2	Determine if the burial site contains Cree Human Remains or Associated Burial Objects	GDO, Canada, GN	Within a reasonable period after being notified in Activity 1
3	Request written consent of the GDO to survey or disturb the burial site	Person wishing to survey or disturb the burial site	Prior to surveying or disturbing the burial site
4	Consider request and, if request granted, provide written consent to the Person wishing to survey or disturb the burial site, subject to any conditions that might be established	GDO	After receipt of request as per Activity 3
5	Take appropriate measures to respect the dignity of the site and of any Cree Human Remains or Associated Burial Objects therein	Person wishing to survey or disturb the burial site	As required after obtaining the written consent of GDO
6	Determine the reburial or other disposition of the Cree Human Remains or Associated Burial Objects	GDO	After GDO and Government have determined that Cree Human Remains or Associated Burial Objects must be removed from a Cree burial site

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Seek and reach agreement if the GDO wishes to bury or otherwise dispose of the Cree Human Remains or Associated Burial Objects in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve	PCA, GDO	In the event that such a request has been made by the GDO

OBLIGATIONS ADDRESSED:

- 26.7.1 Immediately upon discovering a burial site in the EMR a Person shall notify the GDO and Government.
- 26.7.2 Subject to subsection 26.7.4, if determined by the GDO and Government that the burial site on Cree Lands contains Cree Human Remains or Associated Burial Objects the burial site shall not be surveyed or disturbed without the written consent of the GDO and subject to conditions established by the GDO.
- 26.7.3 Any Person having received permission under subsection 26.7.2 to survey or disturb a Cree burial site shall take appropriate measures to respect the dignity of the site and any Cree Human Remains or Associated Burial Objects therein.
- 26.7.6 If the GDO and Government determine that Cree Human Remains or Associated Burial Objects must be removed from a Cree burial site, the GDO shall determine the reburial or other disposition of the Cree Human Remains or Associated Burial Objects. If the GDO wishes to bury or otherwise dispose of the Cree human remains in a National Park, National Park Reserve, National Marine Conservation Area or National Marine Conservation Area Reserve, Canada and the GDO must jointly agree.

RELATED CLAUSES:

- 26.1.1 Definition of “Cree Human Remains or Associated Burial Objects”
- 26.4.1 In this section, “Archaeological Specimens” does not include human remains
- 26.7.4 A Cree burial site, on Cree Lands, may be disturbed by police, where authorized by Legislation, without the consent of the GDO

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- 26.7.5 Consult and receive consent of the GDO prior to issuing a land use permit (refer to Activity 4 of Activity Sheet #26-5).

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The archaeological record of the EMR is of cultural, spiritual, religious and educational importance to the Crees. Accordingly, the identification, protection and conservation of Archaeological Sites and Archaeological Specimens and the interpretation of the archaeological record is of primary importance to the Crees and their involvement is both desirable and necessary. (26.2.2)

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CHAPTER 26 - ARCHAEOLOGY**SHEET # 26 - 11**

PROJECT: Preferential treatment for Cree in contracting for carrying out archaeological work in the EMR

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Canada; Government of Nunavut (GN)

PARTICIPANTS/LIAISON: Contractor carrying out archaeological work in the EMR

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Make available to Government agencies a current and comprehensive list of qualified Crees and Cree Enterprises (see Activity Sheet #21-3)	GDO	Prior to the Effective Date of the Agreement and updated from time to time thereafter
2	Develop system for informing qualified Cree of employment opportunities related to archaeological programs administered by Government in the EMR	Canada, GN	Ongoing in accordance with the requirements of Chapter 21
3	Include appropriate clauses in tender and contract documents to meet the requirements of paragraph 26.8.1 b) with respect to preferential treatment to qualified Cree and Cree Enterprises	Canada, GN	As contracting documents are being prepared
4	Notify any qualified Cree Enterprises of contracting opportunities related to archaeological work to be carried out in the EMR	Canada, GN	When tendering contracts as per Activity 3
5	Ensure that all contractors give preferential treatment to qualified Cree and Cree Enterprises as per paragraph 26.8.1 b)	Canada, GN	After contract awarded as per Activity 4
6	Ensure that the archaeological programs administered by Government in the EMR conform with the Government employment and contract provisions set out in Chapter 21	Canada, GN	Ongoing as required

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OBLIGATIONS ADDRESSED:

- 26.8.1 Where any agency of Government intends to contract for carrying out of archaeological work in the EMR, the agency shall:
- (a) give preferential treatment to qualified Cree Enterprises where the agency proposes to tender such contract; and
 - (b) ensure that all contractors give preferential treatment to qualified Cree and Cree Enterprises.
- 26.8.2 Any archaeological programs in the EMR that are administered by Government shall also conform with Chapter 21.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree Enterprise”
- Chapter 21 Provisions related to Government contracts and employment in the EMR
- 26.1.1 Definition of “Archaeological Investigation”
- 26.2.3 Government responsibilities for the management and conservation of Archaeological Sites and Archaeological Specimens

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The comprehensive list of Crees and Cree Enterprises referred to in Activity 1 of this Activity Sheet and in Activity 2 of Activity Sheet #21-3 will be used for the purpose of both, awarding Government Contracts and implementing such contracts by contractors or any sub-contractors pursuant to paragraph 21.3.4 b), as well as in cases where any agency of Government intends to contract for carrying out archaeological work in the EMR as provided under subsection 26.8.1.

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**CHAPTER 27 - ETHNOGRAPHIC RESOURCES,
ARCHIVAL RECORDS AND PLACE NAMES**

SHEET # 27 - 1

PROJECT: GDO requests for the loan of Ethnographic Resources

RESPONSIBILITY: GCC(EI) Designated Organization (GDO); Government Ethnographic Agencies including the Canadian Museum of Civilization and Parks Canada Agency (Ethnographic Agency)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate request for the loan of any Ethnographic Resource originating in or relating to Eeyou Istchee and in the possession of any federal or territorial government agency	GDO	At discretion
2	Give full and fair consideration to the request and respond to the GDO	Ethnographic Agency	As soon as practicable after receiving the request in Activity 1
3	Comply with the request and attach terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan OR Refuse the request if any of the provisions in subsection 27.2.1 apply or if subsection 27.2.3 applies	Ethnographic Agency	As soon as practicable after receiving the request in Activity 1
4	Arrange for the loan of the Ethnographic Resource	Ethnographic Agency, GDO	As soon as practicable after agreeing to the request for the loan

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OBLIGATIONS ADDRESSED:

- 27.2.1 Where the GDO requests the loan of any Ethnographic Resource originating in or relating to Eeyou Istchee and in the possession of any Ethnographic Agency, including the Canadian Museum of Civilization and Parks Canada Agency, such request shall not be refused unless:
- (a) the GDO is unable to maintain the Ethnographic Resource without risk of damage or destruction, including provision for climate control and security;
 - (b) the GDO is unable to provide access to the Ethnographic Resource commensurate with scientific or public interest;
 - (c) the agency is unable to lend the Ethnographic Resource because of a term or condition of its original acquisition from a non government source; this restriction will not apply where the term or condition is unreasonable in light of health or public safety considerations;
 - (d) the Canadian Museum of Civilization, Parks Canada Agency, or an Ethnographic Agency requires the Ethnographic Resource
 - (i) for its own active display or research; or
 - (ii) on account of the unique characteristics of the Ethnographic Resource.
 - (e) the condition of the Ethnographic Resource prohibits its movement; or
 - (f) the Ethnographic Resource has previously been lent to, and is in the possession of, a Person other than Government.
- 27.2.2 Where the agency referred to in subsection 27.2.1 complies with a request by the GDO, the agency may attach any terms and conditions consistent with professional and institutional practice, including terms or conditions dealing with duration or termination of the loan.
- 27.2.3 If the GDO requests a loan under subsection 27.2.1 but the Ethnographic Resource is subject to an existing, legally binding loan commitment, the GDO shall have priority over others to obtain possession of the Ethnographic Resource once that commitment has been fulfilled.

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RELATED CLAUSES:

- 27.1.1 Definition of “Ethnographic Agency” and “Ethnographic Resource”
- 27.1.2 Chapter 27 not to be in conflict with Chapter 26 (Archaeology)

FUNDING:

1. Where the request for the loan of any Ethnographic Resource originating in or relating to Eeyou Istchee has been granted by a Ethnographic Agency, the costs associated with transporting or otherwise preparing or handling the Ethnographic Resource shall be negotiated between the Ethnographic Agency and the GDO.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Where the Ethnographic Agency is a party to an agreement that governs the use and disposition of Ethnographic Resources deposited with the agency, that agreement will be respected. (27.2.4)
2. "Ethnographic Agency" means an organization within Government mandated to conduct ethnographic research or preserve Ethnographic Resources and Archival Records. (27.1.1)
3. “Ethnographic Resource” means any object that was made, used or modified by people, including, for greater certainty, any photograph, recording or cultural account made, collected or documented for the interpretation and study of human culture. (27.1.1)

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CHAPTER 27 - ETHNOGRAPHIC RESOURCES, ARCHIVAL RECORDS AND PLACE NAMES**SHEET # 27 - 2****PROJECT:** GDO requests for the loan of original Archival Records**RESPONSIBILITY:** GCC(EI) Designated Organization (GDO); Library and Archives Canada (LAC); Ethnographic Agencies

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate request for the loan of original Archival Records relating to the Cree for display or exhibit in Eeyou Istchee, or copies of such Archival Records for research or study purposes	GDO	At discretion
2	Give full and fair consideration to the request by treating the request on at least as favourable a basis as similar requests from any other institutions	LAC or Ethnographic Agency	As soon as practicable after Activity 1
3	Respond to the GDO's request for the loan	LAC or Ethnographic Agency	After giving full and fair consideration to the request
4	Unless otherwise agreed, set terms and conditions for the loan which comply with Laws of General Application, policies and procedures	LAC or Ethnographic Agency	As Part of agreeing to the loan
5	Arrange for the loan of the Archival Records to the GDO	GDO and LAC or Ethnographic Agency	As required

OBLIGATIONS ADDRESSED:

27.3.1 Where the GDO requests the loan of original Archival Records relating to the Cree for display or exhibit in Eeyou Istchee, or copies of such Archival Records for research or study purposes, from the Library and Archives Canada or any other Ethnographic Agency, such request shall be treated on at least as favourable a basis as similar requests from any other institutions. Unless otherwise agreed, such requests shall comply with

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Laws of General Application, and generally applicable policies and procedures.

RELATED CLAUSES:

27.1.1 Definition of “Ethnographic Agency” and “Archival Records”

27.1.2 Chapter 27 not to be in conflict with Chapter 26 (Archaeology)

FUNDING:

1. Where the request for the loan of original Archival Records relating to the Cree has been granted by an Ethnographic Agency, the costs associated with transporting or otherwise preparing or handling the original Archival Records shall be negotiated between the LAC or Archival Agency and the GDO in accordance with Laws of General Application and applicable policies and procedures.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. “Archival Records” means records of historical value that are created or held or both by Government. It includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof. (27.1.1)
2. With reference to subsection 27.1.2, Chapter 26 includes a number of “General Principles” which are of relevance with regard to the use of Ethnographic Resources and archival material related to the EMR. One of these states that the archaeological record of Crees in the EMR is a record of Cree use and occupancy of Lands and Resources through time. The evidence associated with Cree use and occupancy represents a cultural, historical and ethnographic heritage of Cree society and, as such, Government recognizes that Crees have a special relationship with such evidence that shall be expressed in terms of special rights and responsibilities. (26.2.1)

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**CHAPTER 27 - ETHNOGRAPHIC RESOURCES,
ARCHIVAL RECORDS AND PLACE NAMES**

SHEET # 27 - 3

PROJECT: Process for the review of place names within the EMR

RESPONSIBILITY: Government of Nunavut – Department of Culture, Language, Elders and Youth (GN - CLEY); GCC(EI) Designated Organization (GDO)

PARTICIPANTS/LIAISON: Government of Canada – Department of Natural Resources Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Revise the <i>Geographic Names Policy</i> dated November 2004 to take into account subsections 27.4.1 and 27.4.2	GN - CLEY	As soon as practicable following the Effective Date of the Agreement
2	Review locations, geographic features and landmarks in the EMR to determine if a request should be made to change the place names to their traditional Cree place names	GDO	After Effective Date of the Agreement and at the discretion of the GDO
3	Request that a current official place name in the EMR be changed to a traditional Cree place name in accordance with the process described in section 27.4.1.	GDO	At discretion after review conducted as per Activity 2
4	Give full and fair consideration to any request in Activity 3 in accordance with the process described in subsection 27.4.1.	GN - CLEY	As required
5	Make final decision with respect to the proposed change of place name in the EMR and inform the GDO and Natural Resources Canada, in writing, of the decision	GN - CLEY	After completion of the review process as per Activity 4

OBLIGATIONS ADDRESSED:

27.4.1 The Crees have traditionally referred to various locations, geographic features and landmarks in the EMR by their traditional Cree place names. The official names of such places shall be reviewed by the GDO and may

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be changed to traditional Cree place names in accordance with the government of Nunavut’s Geographic Names Policy dated November 2004, as revised pursuant to subsection 27.4.3.

27.4.2 These traditional Cree place names shall be taken into account by Government in designating geographic place names in the EMR.

27.4.3 The government of Nunavut’s Geographic Names Policy dated November 2004 shall be revised to take into account subsections 27.4.1 and 27.4.2.

RELATED CLAUSES:

- Chapter 1 Definition of “Cree” or “Creets”
- 26.2.1 Recognition of special interest of Crees in archaeological evidence
- 27.1.2 Chapter 27 not to be in conflict with Chapter 26 (Archaeology)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Chapter 26 of the Agreement includes a number of “General Principles”, which are of general relevance with regard to the cultural, historical and ethnographic heritage of Cree society.
2. The government of Nunavut’s Department of Culture, Language, Elders and Youth developed a *Geographic Names Policy*, which was revised in November 2004. The policy includes the establishment of a Nunavut Geographic Names Committee which reviews all requests for place name approvals and/or changes in Nunavut and it also sets out a review process.
3. It is assumed that, upon receipt of details of decisions to adopt or change geographical names within the EMR, the government of Nunavut, in collaboration with the GDO, will forward the information to the Secretariat for the Geographical Names Board of Canada (formerly the Canadian Permanent Committee on Geographical Names), who maintains the Canadian Geographical Names Data Base. The National Topographic System (NTS) maps will be amended to reflect these name decisions when they are produced or revised.

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**CHAPTER 28 - GRAND COUNCIL OF THE CREES
(EYYOU ISTCHEE)**

SHEET # 28 - 1

PROJECT: Maintenance of the GCC(EI) and designation of GDOs

RESPONSIBILITY: Crees; Grand Council of the Crees – Eeyou Istchee (GCC(EI))

PARTICIPANTS/LIAISON: Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office; Nunavut Government; GCC(EI) Designated Organization (GDO)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Maintain the GCC(EI) and ensure it operates with accountability to, and democratic control by the Crees	Crees	Ongoing
2	Exercise responsibility for any power, function, duty or authority of a GDO under the Agreement if a designation in respect of that power, function, duty or authority has not been made	GCC(EI)	Ongoing after Effective Date of the Agreement
3	Review the appropriateness of and make decision to designate a GDO as responsible for any power, function, duty or authority of a GDO under the Agreement where that GDO has the capability to undertake that power, function or authority	GCC(EI)	At any time at the discretion of the GCC(EI)
4	Set terms and conditions for any designation of a power, function, duty or authority of a GDO under the Agreement	GCC(EI)	As required in response to Activity 3 and after Consultation with the GDO
5	Provide written notice to Government of any designation of a GDO	GCC(EI)	As soon as reasonably possible after making a designation

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6	Enter appropriate information into the public record of all GDOs specifying the powers, functions, duties or authorities under the Agreement for which the GDO has been designated (see Sheet # 28-3, Activity 2)	GCC(EI)	As soon as reasonably possible after a designation has been made as per Activity 4
7	Ensure that the GDO is constituted and operates with accountability to, and democratic control by the Crees	GCC(EI)	Continuing responsibility for as long as the GDO has been designated powers, functions, duties or authorities under the Agreement

OBLIGATIONS ADDRESSED:

- 28.1 The Crees shall maintain the GCC(EI) or a successor Cree Nation organization and ensure it operates with accountability to, and democratic control by, Crees under terms determined by the Crees.

- 28.2 The GCC(EI) may on such terms and conditions as it deems appropriate, designate a GDO as responsible for any power, function, duty or authority of a GDO under this Agreement where in the opinion of the GCC(EI) that GDO has the capability to undertake that power, function, duty or authority.

- 28.4 The GCC(EI) shall provide written notice to Government as soon as reasonably possible of any designation under section 28.2 and any revocation under section 28.3.

- 28.5 The GCC(EI) shall be responsible for a power, function, duty or authority of a GDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under section 28.2 or has been revoked under section 28.3 and no other GDO has been designated.

- 28.7 Every GDO designated under section 28.2 shall be constituted and operate with accountability to, and democratic control by, the Crees under the terms of a Cree Constitution.

RELATED CLAUSES:

Chapter 1 Definition of “Cree” or “Crees” and “GDO”

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- 2.20 The Agreement does not restrict authority of Canada to devolve powers to GCC(EI) or a GDO
- 2.38 GCC(EI) or a GDO may bring an action of behalf of Crees
- 2.40 Right of GDOs to be heard in judicial or administrative proceedings related to the Agreement
- 28.3 Revoking a designation of a GDO
- 28.6 GCC(EI) to keep public record of all GDOs
- 28.8 GDOs may exercise powers and functions granted by other means.
- 28.9 Government is not liable for acts or omissions of GCC(EI) or GDOs
- 28.10 Powers and functions of GDOs deemed to be exercised on behalf of Crees
- 28.11 Crees not liable for powers and functions exercised by GCC(EI) or GDOs

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 5 of this sheet, the notice to Government related to the designation of a GDO by the GCC(EI) should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

2. In relation to Activity 5 of this sheet, the notice to Government related to the designation of a GDO by the GCC(EI) should be sent to the following address in the Nunavut Government:

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Government of Nunavut
 P.O. Box 1000, Station 205
 Iqaluit, Nunavut
 X0A 0H0

3. The GCC(EI) is a legal person incorporated under Part II of the *Canada Corporations Act*, 1970, c. C-32.
4. A reference to GDO appears in the following provisions of the Agreement:
 - 2.20 The Agreement does not restrict authority of Canada to devolve powers to GCC(EI) or a GDO
 - 2.34 Canada to notify GDO of any suit, action, cause of action, claim, proceeding or demand
 - 2.35 GDO has right to participate as a party to any suit, action, cause of action, claim, proceeding or demand
 - 2.36 GDO has right to raise any argument of fact or law
 - 2.38 GCC(EI) or a GDO may bring an action of behalf of Crees
 - 2.40 Right of GDOs to heard in judicial or administrative proceedings related to the Agreement
 - 5.2.1 Addition of lands to Cree Lands acquired by GDO
 - 5.4.1 Disposition of Cree Lands
 - 5.4.2 Granting of interest in Cree Lands
 - 5.5.1 Vesting of title to Cree Lands
 - 5.5.3 Notification of Cree Lands vesting in GDO
 - 5.7.4 GDO to sign legal surveys
 - 5.7.6 Subdivision of Cree Lands
 - 5.7.7 Change of title from one GDO to another GDO
 - 5.8.1 Canada to notify GDO of any program respecting the clean-up of Contaminated Sites on Crown Lands in the EMR
 - 5.8.6 Liability for loss or damage from Contaminated Sites
 - 5.8.7 Transfer of Contaminated Sites to GDO following clean-up
 - 5.9.1 GDO has exclusive right to Water on Cree Lands

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- 5.9.2 GDO shall have the right to have water flow through Cree Lands
- 5.9.3 GDO must consent to impoundment of water in the EMR
- 6.1.1 No Protected Area or Marine Protected Area to include Cree Lands without consent of GDO
- 6.1.2 Cree Lands located in Twin Islands Wildlife Sanctuary
- 6.2.5 Approval of GDO for establishment of Protected Areas
- 6.2.6 Consultation with GDO for establishment of Protected Area outside of Cree Lands
- 6.2.7 Establishment of Protected Areas in case of emergency
- 6.3.1 Consultations on planning and management of Protected Areas in the EMR
- 6.3.2 and 6.3.3 Management advisory committees for Protected Areas
- 6.4.2 and 6.4.3 GDO involvement in Protected Area Impact and Benefit Agreements (PAIBAs)
- 6.5.8 Conciliation related to management plans for Marine Protected Areas
- 6.5.9 Negotiation of Marine Protected Area agreements
- 7.1.1 Consent required from GDO for entry to Cree Lands
- 7.2.3 Right of public access to Cree Lands may be removed with the agreement of Government and the GDO
- 7.2.4 Consent of GDO required for Persons conducting research on Cree Lands
- 7.3.2 GDO may require Government to obtain an interest in the Land if use or occupancy is for more than eighteen (18) months
- 7.3.4 GDO to be consulted regarding the terms and conditions for exercising Government access
- 7.3.6 Access to Cree Lands is subject to the approval of the EMRWB subsequent to Consultation with the CTA and the GDO.
- 7.3.7 Disagreement over compensation for damage to Cree Lands will be referred to Arbitration
- 7.3.10 Access onto and across Cree Lands for military purposes can only occur after an agreement has been concluded with the GDO

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- 7.4 GDO rights and responsibilities with respect to expropriation of Cree Lands
- 7.5.1 Refusal of GDO to provide Government with sand or gravel can be referred to Arbitration
- 7.5.3 Government to pay GDO for materials removed
- 7.6.2 Saving clause related to exercising rights under Chapter 7
- 8.4.1 Government and GDO may add functions to role of EMRPC
- 8.4.4 EMRPC to report annually to GDO
- 8.4.5 Nomination of members on EMRPC
- 8.4.7 Alternates for GDO nominated members of EMRPC
- 8.4.9 Consultation with GDO on appointment of chairperson of EMRPC
- 8.4.17 Standing allowed to a GDO at all EMRPC hearings
- 8.5.3 GDO to comment on EMRPC’s draft land use plan
- 8.5.5 EMRPC to submit revised draft land use plan to GDO
- 8.5.6 GDO to decide on revised draft land use plan
- 8.6.1 GDO may propose amendments to land use plan
- 11.8.1 GDO may assign any part of Basic Needs Level or Adjusted Basic Needs Level for sport Harvesting by non-Crees
- 11.8.2 GDO may establish terms and conditions for assignments
- 11.10.1 Information and sampling regarding Harvesting activities
- 11.12.3 Disputes of Harvesting activities and Land use to be resolved through dispute resolution process
- 11.12.5 Restrictions on right of access by Crees for Harvest on Cree Lands
- 11.13.4 Disposal of valuable parts of emergency kills
- 11.15.9 Traditional camps on Archaeological Sites
- 13.2.3 EMRWB may perform other activities related to Wildlife management in EMR and regulation of access to Wildlife as agreed by GDO
- 13.3.3 GDO to be consulted prior to carrying out research

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- 13.4.1 EMRWB may require identification documentation for Cree's while Harvesting with consent of the GDO
- 15.1.1 At the motion of the GDO, judicial review of a decision of the EMRWB shall be available
- 17.3 GDO to nominate representatives on discussions related to international or domestic interjurisdictional agreements
- 18.2.4 Additional functions to the EMRIRB
- 18.2.6 Nomination of members to the EMRIRB
- 18.2.14 EMRIRB panels
- 18.2.27 GDO allowed full standing at public hearings or EMRIRB
- 18.6.2 and 18.6.3 Membership on Federal Environmental Assessment Panels
- 18.7.6 GDO to provide information for general monitoring
- 18.8.2 Reconsideration of terms and conditions of Certificates issued by EMRIRB
- 18.10.5 GDOs have standing in court to enforce Certificates
- 18.11.1 Review of Project Proposals with transboundary impacts
- 19.4 Negotiation of IBAs for Major Development Projects
- 19.9.1 Renegotiation of IBA
- 19.10.1 GDO may agree that an IBA is not required
- 20.12 GDO may make claim on behalf of Claimant for Wildlife Compensation
- Chapter 23 Government resource royalty sharing
 - 24.1.1 Definition of "Cree Capital"
 - 24.2.2 Transfer of Cree Capital
 - 24.3.1 Taxation of Cree Lands
 - 24.3.4 Improvement on Cree Lands subject to a grant from a GDO
 - 24.3.5 Exemption from taxation
- 26.2.4 GDO to participate in development of Government policy and Legislation on archaeology in the EMR
- 26.3 Role of GDO in authorizing permits for Archaeological Investigations

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- 26.4 Role of GDO concerning ownership and disposition of Archaeological Specimens
- 26.5 Rights of GDO in relation to requests for possession of Archaeological Specimens
- 26.6 GDO access to Cree Human Remains or Associated Burial Objects
- 26.7 GDO role in protection of and rules of access to Cree Human Remains or Associated Burial Objects
- 27.2 Rights of GDO with respect to requests for loan of Ethnographic Resources
- 27.3 Rights of GDO with respect to requests for loan of original Archival records
- 27.4 Role of GDO with respect to changes of place names in the EMR
- 28.2 Designate GDO as responsible under the Agreement
- 28.5 GCC(EI) to be responsible if no GDO has been designated
- 28.6 GCC(EI) to keep public record of all GDOs
- 28.7 GDO shall be constituted and operate with accountability
- 28.8 GDOs may exercise powers and functions granted by other means.
- 28.9 Government not liable for acts or omissions of GCC(EI) or GDOs
- 28.10 Powers and functions of GDOs deemed to be exercised on behalf of Crees
- 28.11 Crees not liable for powers and functions exercised by GCC(EI) or GDOs
- 29.3 Amendment of the Agreement after court has determined rights of other aboriginal people have been affected

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**CHAPTER 28 - GRAND COUNCIL OF THE CREES
(EYYOU ISTCHEE)****SHEET # 28 - 2****PROJECT:** **Revocation of the designation of a GDO****RESPONSIBILITY:** Grand Council of the Crees - Eeyou Istchee (GCC(EI))**PARTICIPANTS/LIAISON:** GCC(EI) Designated Organization (GDO);
Canada - Department of Indian Affairs and Northern
Development – James Bay Implementation Office; Nunavut
Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Review designation of a GDO and make decision to revoke	GCC(EI)	At any time at the discretion of the GCC(EI)
2	Exercise responsibility for any power, function, duty or authority of a GDO under the Agreement upon the revocation by the GCC(EI) of such a designation	GCC(EI)	Immediately upon making revocation as per Activity 1
3	Provide written notice to the GDO of any revocation of any of the powers, functions, duties, and authorities under a designation of a GDO	GCC(EI)	As soon as reasonably possible after decision made as per Activity 1
4	Provide written notice to Government of any revocation of any of the powers, functions, duties, and authorities under a designation of a GDO	GCC(EI)	As soon as reasonably possible after decision made as per Activity 1
5	Make appropriate changes to the information contained in the public record of all GDOs (see Activity 3 of Activity Sheet #28-3)	GCC(EI)	As soon as practicable after Activity 1

OBLIGATIONS ADDRESSED:

28.3 The GCC(EI) may revoke a designation under section 28.2 at any time.

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- 28.4 The GCC(EI) shall provide written notice to Government as soon as reasonably possible of any designation under section 28.2 and any revocation under section 28.3.
- 28.5 The GCC(EI) shall be responsible for a power, function, duty or authority of a GDO under this Agreement if a designation in respect of that power, function, duty or authority either has not been made under section 28.2 or has been revoked under section 28.3 and no other GDO has been designated.

RELATED CLAUSES:

- 28.2 The GCC(EI) may designate powers and functions to a GDO on terms and conditions it deems appropriate
- 28.6 The GCC(EI) to keep public record of all GDOs and the powers and authorities designated
- 28.8 GDOs may exercise powers and functions granted by other means
- 28.9 Government not liable for acts or omissions of the GCC(EI) or GDOs
- 28.10 Powers and functions of GDOs deemed to be exercised on behalf of the Crees
- 28.11 Crees not liable for powers and functions exercised by the GCC(EI) or GDOs

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activity 4 of this sheet, the provision of written notice to the government of Canada of any revocation of any of the powers, functions, duties, and authorities under a designation of a GDO, should be sent to the following address in the Department of Indian Affairs and Northern Development:

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Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

2. In relation to Activity 4 of this sheet, the provision of written notice to the government of Nunavut of any revocation of any of the powers, functions, duties, and authorities under a designation of a GDO, should be sent to the following address in the Nunavut Government:

Government of Nunavut
P.O. Box 1000, Station 205
Iqaluit, Nunavut
X0A 0H0

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**CHAPTER 28 - GRAND COUNCIL OF THE CREES
(EYYOU ISTCHEE)****SHEET # 28 - 3**

PROJECT: Establishment of a public record of all GDOs

RESPONSIBILITY: Grand Council of the Crees (Eeyou Istchee) or (GCC(EI))

PARTICIPANTS/LIAISON: GCC(EI) Designated Organization (GDO); Nunavut Government; Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Establish at its head office a public record of all GDOs designated under section 28.2 specifying their powers, functions, duties or authorities under the Agreement	GCC(EI)	Upon the Effective Date of the Agreement
2	Enter additional information into the public record whenever additional powers, functions, duties or authorities under the Agreement have been designated to a GDO by the GCC(EI)	GCC(EI)	As soon as reasonably possible upon the designation of powers, functions, duties or authorities to a GDO
3	Enter additional information into the public record whenever a designation of powers, functions, duties or authorities to a GDO under the Agreement has been revoked by the GCC(EI) (see Activity 5 of Activity Sheet #28-2)	GCC(EI)	As soon as reasonably possible upon the revocation of the designation of powers, functions, duties or authorities to a GDO

OBLIGATIONS ADDRESSED:

28.6 The GCC(EI) shall establish and keep up to date at its head office a public record of all GDOs designated under section 28.2 which record shall specify the powers, functions, duties or authorities under this Agreement for which each one has been designated.

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RELATED CLAUSES:

- 28.2 The GCC(EI) may designate powers and functions to a GDO on terms and conditions it deems appropriate
- 28.3 The GCC(EI) may revoke a designation of a GDO at any time

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CHAPTER 29 – OTHER ABORIGINAL PEOPLES**SHEET # 29 - 1**

PROJECT: **Amendment of the Agreement following court ruling that some provisions are invalid due to effect on other aboriginal people**

RESPONSIBILITY: Grand Council of the Crees - Eeyou Istchee (Crees); Canada; Implementation Committee (Committee)

PARTICIPANTS/LIAISON: Nunavut Government; other aboriginal peoples that have had rights affected; GDO or any body established pursuant to the Agreement affected by court determination

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Notify other Party of the need to amend the Agreement as a result of a court determination that section 29.2 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective	Crees or Canada	As soon as possible following court determination
2	Enter into negotiations to amend the Agreement in order to resolve any problems caused by a provision being ruled to be inoperative or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of the Crees of Eeyou Istchee, the GCC(EI), any GDO or any body established pursuant to the Agreement	Crees, Canada	As soon as possible following notice being given as per Activity 1
3	If agreement cannot be reached as a result of Activity 2, refer matter for mediation and thereafter, if need be, to Arbitration pursuant to Part B of Chapter 31 of the Agreement	Crees or Canada	At discretion of either Party if agreement cannot be reached within ninety (90) days of notice being given as per Activity 1
4	Initiate and conclude mediation and, if need be, Arbitration processes as per Activity Sheets #31-1 and 31-2	Crees, Canada	As soon as practicable and as agreed by the Parties

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5	Review the proposed amendment and if it involves any provisions of Chapter 30 or any provisions concerning Nunavut, then obtain respectively the written agreement of the Nunavik Inuit or the Nunavut Government as the case may be	Crees, Canada	As soon as possible following agreement of Parties under Activity 2 or completion of the mediation/Arbitration processes as per Activity 4
6	Amend the Agreement in accordance with section 2.12 (see Activity Sheet #2-2)	Crees, Canada	As soon as practicable following completion of review in Activity 5 and obtaining any written consents that might be required
7	Verify whether any legislative enactment or amendments are required to implement the amendment to the Agreement and assess the impact of the amendment on existing Legislation (see Activity Sheet # 2-2)	Crees, Canada	As soon as possible after amendment to the Agreement has been agreed
8	Review the Implementation Plan and, if required, make changes to the Plan in accordance with changes to the Agreement and legislative enactment or amendments (see Activity Sheet # 25-2)	Committee	Following amendment of the Agreement and passage of any legislative enactment or amendments
9	Have a copy of the amendments to the Agreement deposited at the appropriate address	Canada	As soon as possible after amendments to the Agreement have been approved

OBLIGATIONS ADDRESSED:

29.3

If a court finally determines that section 29.2 has the effect of rendering a provision of this Agreement wholly or partially inoperative or ineffective because that provision of this Agreement would otherwise affect any right referred to in paragraph 29.2 b),

- (a) upon notice by a Party, the Parties shall enter into negotiations for the amendment of this Agreement in order to resolve any problems caused by that provision being inoperable or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of the Crees of Eeyou Istchee, the GCC(EI), any GDO or any body established pursuant to this Agreement would have enjoyed under the provision; and

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- (b) if the Parties fail to reach an agreement on an amendment under paragraph a) within ninety (90) days of the notice, a Party may refer the matter for mediation and thereafter, if need be, to Arbitration pursuant to Part B of Chapter 31

RELATED CLAUSES:

2.12 Amendments to the Agreement shall require the consent of the Parties as evidenced by:

- (a) in respect of Canada, an order of the Governor in Council, and
- (b) in respect of the Crees, a resolution of the board of directors of the Grand Council of the Crees (Eeyou Istchee).

29.1 Nothing in the Agreement shall limit the negotiation of agreements between the Crees and other aboriginal peoples in regard to the EMR, except that the provisions of such agreements shall not be binding on Government without the consent of Government.

29.2 No provision of the Agreement other than Chapter 30 shall be construed to:

- (a) recognize or provide any aboriginal or treaty rights for any aboriginal people other than the Crees of Eeyou Istchee;
- (b) affect
 - (i) any treaty right of any aboriginal people other than the Crees of Eeyou Istchee, where the right existed before the provision of the Agreement was in effect, or;
 - (ii) any aboriginal rights of any aboriginal people other than the Crees of Eeyou Istchee.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. With respect to Activity 5, the provisions of section 30.7 of the Agreement specify that, while the parties to the Cree/Inuit Offshore Overlap Agreement may amend that agreement pursuant to its amendment provisions, no such amendment shall be effective to change Schedule 30-1 of the Agreement without the consent of Government. As the consent of the government of Canada would have been obtained as a result of reaching

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agreement by the Parties under Activity 2 or by way of completion of the mediation/Arbitration processes as per Activity 4, it would only be necessary to obtain the written consent of the government of Nunavut to the extent that the proposed amendment might contain provisions concerning Nunavut.

2. With respect to Activity 5, the provisions of section 30.9 of the Agreement specify that the provisions of Chapter 30 of the Agreement may not be amended without the written agreement of the Nunavik Inuit as represented by Makivik Corporation.
3. With respect to Activity 9, a copy of any amendment to the Agreement, including any instrument giving effect to an amendment, will be deposited at the appropriate address as determined by the Parties.

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**CHAPTER 30 – RECIPROCAL ARRANGEMENTS BETWEEN
THE CREES OF EEYOU ISTCHEE AND THE
NUNAVIK INUIT**

SHEET # 30 - 1

PROJECT: **Operation of the Management Regimes in the Joint Zone**

RESPONSIBILITY: Eeyou Marine Region Planning Commission (EMRPC); Eeyou Marine Region Wildlife Board (EMRWB); Eeyou Marine Region Impact Review Board (EMRIRB)

PARTICIPANTS/LIAISON: Nunavik Marine Region Planning Commission (NMRPC); Nunavik Marine Region Wildlife Board (NMRWB); Nunavik Marine Region Impact Review Board (NMRIRB)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Follow the directions for the operation of management regimes, that are set out in section 30.6, when making decisions or carrying out responsibilities in the Joint Zone	EMRPC, EMRWB and EMRIRB	Ongoing as required after the Effective Date of the Agreement

OBLIGATIONS ADDRESSED:

30.6 In order to facilitate the efficiency and effectiveness of operation of the management regimes in the Joint Zone, the words “shall apply jointly and equally“ in section 7.5 of the Cree/Inuit Offshore Overlap Agreement shall mean that those regimes set out in this Agreement and in the NILCA:

- (a) shall be given equal weight and authority in the Joint Zone;
- (b) the bodies created pursuant to the management regimes provided under either this Agreement or the NILCA shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone; and
- (c) where the time requirements regarding decisions or recommendations for the application in the Joint Zone of a management regime by the bodies provided for in the concerned regime differ between this Agreement and the NILCA, the longest time requirement period shall apply.

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RELATED CLAUSES:

- Chapter 1 Definitions of “Cree Zone”, “Joint Inuit/Cree Zone” or “Joint Zone”
- 30.1 *A Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit* (“Cree/Inuit Offshore Overlap Agreement”), is appended as Schedule 30-1 to this Chapter.
- 30.2 Government shall not be bound by the Preamble or Part 8 of the Cree/Inuit Offshore Overlap Agreement nor shall the incorporation of the Cree/Inuit Offshore Overlap Agreement in the Agreement be construed as recognition by Government of aboriginal rights in the overlap area.
- 30.3 For greater certainty the definitions in Part 3 of the Cree/Inuit Offshore Overlap Agreement shall apply only to the Cree/Inuit Offshore Overlapping Interests Area.
- 30.4 Notwithstanding any other provision of the Agreement, but subject to sections 30.2 and 30.3, the provisions set out in the Cree/Inuit Offshore Overlap Agreement shall form Part of the Agreement, and was given effect by Government upon the effective date of the Nunavik Inuit Land Claims Agreement , and shall prevail over the provisions of the Agreement to the extent of any inconsistency or conflict.
- 30.5 The jurisdiction of the EMRPC, of the EMRWB, and of the EMRIRB shall not be exercised in the Inuit Zone, the whole in accordance with section 7.3 of the Cree/Inuit Offshore Overlap Agreement.
- 30.7 An arbitration decision made pursuant to section 8.6 of the Cree/Inuit Offshore Overlap Agreement only binds the parties to that arbitration.
- 30.8 While the parties to the Cree/Inuit Offshore Overlap Agreement may amend that agreement pursuant to its amendment provisions, no such amendment shall be effective to change Schedule 30-1 of the Agreement without the consent of Government.
- 30.9 The provisions of Chapter 30 of the Agreement may not be amended without the written agreement of the Nunavik Inuit as represented by Makivik Corporation.

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- 30.10 The incorporation of the Cree/Inuit Offshore Overlap Agreement in the Agreement does not create any obligation on the Nunavik Inuit or on Government to conclude any further agreement.

FUNDING:

1. The costs for the operation of the management regimes established pursuant to the Agreement are the responsibility of Government and are set out in the Activity Sheets related to the operation and maintenance of the EMRPC (Activity Sheet #8-2), the EMRWB (Activity Sheet #14-1) and the EMRIRB (Activity Sheet #18-2). The costs for the operation of the management regimes when making decisions or carrying out responsibilities in the Joint Zone are included in the annual operating budgets.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. Section 7.5 of the Cree/Inuit Overlap Agreement states that:

“In the Joint Zone, the management regimes provided in both the Nunavik Inuit Final Agreement and the Crees of Eeyou Istchee Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply jointly and equally. The Nunavik Inuit and the Crees of Eeyou Istchee shall have equal participation and an equal voice in the bodies or organisations designated or created under these Final Agreements for such purposes when they are making decisions or carrying out their responsibilities in the Joint Zone.”

2. The “Joint Zone” refers to the Joint Inuit/Cree Zone as described in Schedule 2 “Geographic coordinates of the Joint Inuit/Cree Zone” and illustrated on Schedule 2a of the “Consolidated Agreement Relating to the Cree/Inuit Offshore Overlapping Interests Area Between the Crees of Eeyou Istchee and the Nunavik Inuit”, which is attached as Schedule 30-1 of the Agreement.
3. With respect to the obligations related to the operation of the EMR management regimes that are set out in section 30.6, when making decisions or carrying out responsibilities in the Joint Zone, it can be noted that equivalent provisions related to the operation of the NMR management regimes are contained in section 28.8 of the Nunavik Inuit Land Claims Agreement. In fulfillment of these reciprocal sets of management regime obligations, it is therefore expected that:
 - a) The EMRPC and the NMRPC shall sit together when making decisions or recommendations concerning the Joint Zone and render the same

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- recommendations or decisions concerning the Joint Zone in relation to land use planning issues;
- b) The EMRWB and the NMRWB shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone in relation to Wildlife management issues; and
 - c) The EMRIRB and the NMRIRB shall sit together when making decisions or recommendations concerning the Joint Zone and render the same recommendations or decisions concerning the Joint Zone in relation to development impact assessment issues.
4. Section 30.5 provides that the jurisdiction of the EMRPC, of the EMRWB, and of the EMRIRB shall not be exercised in the Inuit Zone. It can be noted that equivalent provisions related to the jurisdiction of the corresponding NMR management regimes in the Cree Zone are contained in section 28.7 of the Nunavik Inuit Land Claims Agreement.

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CHAPTER 31 – DISPUTE RESOLUTION PROCESSES**SHEET # 31 - 1****PROJECT:** Resolution of disputes by way of mediation**RESPONSIBILITY:** Grand Council of the Crees – Eeyou Istchee (Crees); Canada; Government of Nunavut (GN); person appointed to mediate the matter(s) under dispute (Mediator); Federal Court of Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate mediation in respect of any matter regarding the application, interpretation or implementation of the Agreement by sending, in writing, a mediation notice to the other party to the dispute, which shall include the information specified in subsection 31.5.1	Crees; Canada or GN, where, in the latter case, a dispute concerns specifically GN, in which case it may initiate mediation or participate in the mediation process to the extent of its interest	When a dispute arises and after making every attempt through cooperation and Consultation to arrive at a mutually satisfactory resolution including through the Implementation Committee
2	Reply to the mediation notice, in writing, providing the information specified in subsection 31.5.2	Crees; Canada or GN as the case may be	Within thirty (30) days of receipt of the mediation notice under Activity 1
3	If both Canada and the Crees (and GN as the case may be) initiate mediation jointly, then they may exchange, in writing, a Written Confirmation of Mediation, which shall include the information specified in subsection 31.5.3	Crees; Canada or GN as the case may be	At discretion of the parties
4	Reach agreement on the choice of a mediator	Crees; Canada or GN as the case may be	Within thirty (30) days of receipt of the mediation notice or the Written Confirmation of Mediation
5	If unable to reach agreement on the choice of a mediator as per Activity 4, appoint a mediator upon application by a party	Federal Court of Canada	After application to the Federal Court of Canada by a party to the mediation

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Commencement and undertaking of the mediation process	Mediator and Crees; Canada and/or GN as the case may be	Within twenty (20) days of the appointment of the mediator, unless the parties agree otherwise
7	Conclude the mediation process when a resolution of the issue in dispute is reached or when a party, the parties jointly, or the mediator delivers to the other mediation participant(s) a written statement that, in the opinion of the participant(s) making the statement, no resolution is likely to be reached through mediation	Mediator, a party to the mediation, or the parties jointly	At discretion of the mediator, a party to the mediation, or the parties jointly
8	If agreement is reached through mediation as per Activity 7, ensure that the agreement is: (a) recorded in writing; (b) signed by representatives of the parties; (c) delivered to all participants in the mediation; and (d) binding only on the participants who have signed the agreement	Mediator and parties to the mediation	After an agreement has been reached pursuant to mediation

OBLIGATIONS ADDRESSED:

31.1 The Parties agree to make every attempt through cooperation and Consultation to arrive at a mutually satisfactory resolution of disputes regarding the application, interpretation or implementation of this Agreement, including through the Implementation Committee pursuant to paragraph 25.4.3 d). To this end, the Parties may apply the mediation process established under Part A of this Chapter to resolve such disputes prior to initiating proceedings before the Federal Court of Canada in regard thereto or, as the case may be, prior to Arbitration pursuant to Part B of this Chapter.

Where a dispute concerns specifically the government of Nunavut, the government of Nunavut may initiate mediation under Part A of this Chapter, or participate in the mediation process to the extent of its interest.

31.3 Subsequent to unresolved discussions pursuant to section 31.1, the parties to a dispute acting jointly, may refer any dispute arising out of the

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interpretation, application or implementation of this Agreement to mediation under Part A of this Chapter.

31.5.1 A party to a dispute will initiate mediation in writing by sending to the other party a mediation notice which shall include:

- (a) the subject of the dispute;
- (b) the issue or issues requiring resolution;
- (c) a summary of the facts; and
- (d) the name(s) of its representative(s).

31.5.2 Within thirty (30) days of the receipt of a mediation notice, the receiving party shall identify in writing to the other party the name(s) of its representative(s).

31.5.3 If both parties initiate mediation jointly, the parties will confirm in writing the initiation of mediation, including:

- (a) the subject of the dispute;
- (b) the issue or issues requiring resolution;
- (c) a summary of the facts; and
- (d) the name(s) of their representative(s).

31.5.4 The written confirmation (herein “Written Confirmation of Mediation”) will be deemed to be a mediation notice.

31.6.1 The parties agree to select individuals to act as mediators who are impartial, independent and free from conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity.

31.6.2 The following process applies to the appointment of a mediator:

- (a) the parties shall attempt to agree on a mediator within thirty (30) days of receipt of the mediation notice or the written confirmation of mediation;

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- (b) where the parties do not agree upon a mediator, either of the parties, or the parties jointly, may apply to the Federal Court of Canada for the appointment of a mediator.

31.7.1 Once a mediator is selected by the parties or appointed by the Federal Court of Canada, as the case may be, the mediation shall commence within twenty (20) days, unless the parties agree otherwise, and the parties shall participate thereafter in good faith in the mediation process.

31.7.2 The mediation shall conclude when a resolution of the issue in dispute is reached or when a party, the parties jointly, or the mediator delivers to the other mediation participant(s) a written statement that, in the opinion of the participant(s) making the statement, no resolution is likely to be reached through mediation.

31.7.3 Any agreement reached through mediation will be:

- (a) recorded in writing;
- (b) signed by representatives of the parties;
- (c) delivered to all participants in the mediation; and
- (d) binding only on the participants who have signed the agreement.

31.7.4 The mediator shall not issue a report or make any written recommendations.

RELATED CLAUSES:

31.2 Notwithstanding sections 31.1 and 31.9, nothing in this Chapter prevents either Party from commencing judicial proceedings at any time:

- (a) to avoid the expiration of a limitation period or to suspend a limitation period; or
- (b) to obtain interlocutory or interim relief that is otherwise available pending treatment of the dispute under this Chapter.

31.4 The parties to a dispute shall make best efforts to name representatives for purposes of mediation who have sufficient authority to reach a resolution, or who have ready access to such authority.

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- 31.8.1 The disclosure of information by a party in the course of any mediation under this Chapter is not a waiver of any privilege by that party for purposes of any legal proceedings.
- 31.8.2 Unless the parties otherwise agree and subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, the *Privacy Act*, R.S.C. 1985, c. P-21, the *Library and Archives of Canada Act*, S.C. 2004, c. 11, and any other applicable Legislation, information disclosed in mediation and not otherwise publicly available shall be kept confidential by all participants, including the mediator.
- 31.8.3 All communications at a mediation session and the mediator’s notes and records shall be deemed to be without prejudice settlement discussions and are not admissible as evidence in any Arbitration under Part B of this Chapter or in any legal proceedings before any court, board, commission or other tribunal..
- 31.8.4 Evidence that is independently admissible or discoverable in any legal proceedings before any court, board, commission or other tribunal, including any Arbitration under Part B of this Chapter, shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.
- 31.8.5 The parties agree not to call or compel the mediator to give evidence in any proceedings referenced in subsection 31.8.4 subsequent to the mediation.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. It is assumed that the parties to the mediation shall bear their own costs and shall agree on the assumption of any additional costs associated with the mediation.
2. It is assumed that, if the parties to a dispute are unable to resolve the matter(s) in dispute through the application of the mediation process established under Part A of Chapter 31, the dispute would be resolved by the parties through Arbitration pursuant to Part B of Chapter 31 or by way of initiating proceedings before the Federal Court of Canada.

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CHAPTER 31 – DISPUTE RESOLUTION PROCESSES**SHEET # 31 - 2****PROJECT:** Resolution of disputes by way of Arbitration

RESPONSIBILITY: Party to a dispute to be arbitrated under the Agreement (Party to a dispute); Grand Council of the Crees – Eeyou Istchee (Crees); Canada; Government of Nunavut (GN); persons named or appointed to arbitrate the matter(s) under dispute (Arbitrators); Federal Court of Canada; Canada – Department of Indian Affairs and Northern Development – James Bay Implementation Office (DIAND – JBIO)

PARTICIPANTS/LIAISON: Persons allowed by the Arbitrators to participate in the Arbitration (Intervenors)

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initiate Arbitration in respect of any matter specified in section 31.9 by serving written notice to the other party to the dispute in accordance with section 31.11	Party to a dispute; or Crees, Canada or GN as the case may be	When a dispute arises and after making every attempt to resolve the dispute, as the case may be
2	Reply to the notice of Arbitration in accordance with section 31.12	Other party to the dispute	Within thirty (30) days of receipt of notice under Activity 1
3	Name one Arbitrator	Each party to the dispute	As part of initiating Arbitration and replying to the notice
4	Agree on a third Arbitrator	The two Arbitrators named under Activity 3	As soon as reasonably possible after being named in Activity 3
5	If Arbitrators named in Activity 3 are unable to agree on a third Arbitrator as per Activity 4, then appoint a third Arbitrator	Federal Court of Canada	As soon as reasonably possible after Arbitrators fail to agree on a third Arbitrator
6	Determine the rules and procedures for the Arbitration	Arbitrators	After appointment and before commencement of Arbitration

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
7	Consider the application of any Person to participate as an intervenor as per section 31.14 whose interest may be affected by the Arbitration and notify the Person of any decision taken	Arbitrators	Prior to commencement of the Arbitration
8	Conduct the Arbitration hearings in accordance with section 31.15, in an informal and expeditious manner and according to the rules and procedures established under Activity 6	Arbitrators	Within forty-five (45) days of agreement on the appointment of the third Arbitrator or within such longer period as the parties to the Arbitration may agree
9	Make a decision on the dispute and release the decision, in writing, giving reasons for the decision	Arbitrators	After majority decision is made or, if no majority decision, after decision of third Arbitrator
10	Maintain a public record of the Arbitration decisions in accordance with section 31.22	GCC(EI), DIAND – JBIO	As required

OBLIGATIONS ADDRESSED:

- 31.11 An Arbitration shall be initiated by a party to a dispute serving written notice to the other party to the dispute, which notice shall set out the nature of the dispute, a summary of the facts, describe the issue to be arbitrated, name an arbitrator and describe the relief sought.
- 31.12 Within thirty (30) days of receipt of a notice referred to in section 31.11, the other party to the dispute shall reply to the notice, naming its arbitrator and describing any relief sought.
- 31.13 The two arbitrators named under sections 31.11 and 31.12 shall agree upon a third arbitrator. Failing such agreement the third arbitrator shall be appointed by a judge of the Federal Court of Canada and in such case the judge may appoint anyone as the judge sees fit.
- 31.14 The Arbitrators may, on application, allow any Person to participate, on such terms as the Arbitrators in their discretion may order, in an Arbitration as an intervenor, if in their opinion the interest of that Person may be affected by the Arbitration. Intervenors shall bear their own costs.
- 31.15 The Arbitrators shall have jurisdiction, after hearing the parties to the Arbitration, to determine all questions of fact and procedure, including the

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method of giving evidence, and to make an award, including interim relief, payment of interest, and costs.

31.16 It is intended that the process of Arbitration established by Part B of this Chapter will resolve disputes submitted to it in an informal and expeditious mannerPart .

31.17 The Arbitrators shall proceed to arbitrate a dispute within forty-five (45) days of the agreement on or the appointment of the third arbitrator or within such longer period as the parties to the Arbitration may agree.

31.19 In the absence of a majority decision, the decision of the third arbitrator referred to in section 31.13 shall prevailsection section .

31.20 The decision of the Arbitrators shall be final and binding on the parties to the Arbitration and shall not be subject to appeal or review in any court except that the decision may be reviewed by the Federal Court of Canada on the grounds that the Arbitrators erred in Law or exceeded or refused to exercise their jurisdiction.

31.21 The Arbitrators shall determine the rules and procedures for the Arbitration.

31.22 The GCC(EI) and Government shall maintain a public record of Arbitration decisions.

RELATED CLAUSES:

Chapter 1 Definitions of “Arbitration” and “Arbitrators”

31.9 The following matters shall be arbitrated pursuant to Part B of this Chapter:

- (a) matters specifically designated in other Chapters of the Agreement for resolution by Arbitration under Part B of this Chapter; and
- (b) where GCC(EI) and Government mutually agree to be bound by an Arbitration decision, any other matters arising from the Agreement including, without limiting the generality of the foregoing, any matter concerning the interpretation, application or implementation of the Agreement.

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- 31.10 No Arbitration decision made pursuant to Part B of this Chapter may alter, amend, delete or substitute any provision of the Agreement in any manner.
- 31.23 Where a party to an Arbitration has failed to comply with any of the terms of an Arbitration decision, any party to the Arbitration may file in the office of the Registrar of the Federal Court of Canada or the Nunavut Court of Justice, a copy of the decision, exclusive of the reasons therefore, in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.
- 31.24 A party to an Arbitration may request from the Federal Court of Canada or the Nunavut Court of Justice, either before or during arbitral proceedings, an interim measure of protection and the Court may grant such a measure.
- 31.25 Unless otherwise specified in an Arbitration decision, the effective date of the decision is the date on which the decision is released in writing. The decision shall be released with reasons.
- 31.26 Except in respect of disputes arbitrated under Part B of this Chapter, nothing in this Chapter affects the jurisdiction of any court.

FUNDING:

1. If the Arbitrators make no decision as to costs, each party to an Arbitration shall bear its own costs and its proportionate share of the other costs of the Arbitration, including the remuneration and expenses of the Arbitrators. (31.18)
2. The Arbitrators may, on application, allow any Person to participate,[...] in an Arbitration as an intervener, if in their opinion the interest of that Person may be affected by the Arbitration. Intervenors shall bear their own costs. (31.14)

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The general provisions of Part A of Chapter 31 specify that the “Parties agree to make every attempt through cooperation and Consultation to arrive at a mutually satisfactory resolution of disputes regarding the application, interpretation or implementation of the Agreement, including through the Implementation Committee pursuant to paragraph 25.4.3 d)”. To this end, the Parties may apply the mediation process established under Part A of this Chapter to resolve such disputes prior to initiating proceedings before the Federal Court of Canada in regard thereto or, as the case may be, prior to Arbitration pursuant to Part B of this Chapter.” (section 31.1)

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2. Section 31.2 provides that, notwithstanding sections 31.1 and 31.9, nothing in this Chapter prevents either Party from commencing judicial proceedings at any time to avoid the expiration of or to suspend a limitation period or to obtain interlocutory or interim relief.

3. Section 31.9 specifies that, amongst the various matters that shall be arbitrated pursuant to Part B of Chapter 31, the matters that are specifically designated in other Chapters of the Agreement for resolution by Arbitration under Part B of Chapter 31, shall be included. In this context, it can be noted that the following subsections of the Agreement refer to Arbitration pursuant to Part B of Chapter 31 if agreement cannot otherwise be reached by the parties to a dispute:
 - 2.42 Dispute regarding the application, interpretation or implementation
 - 5.8.3 Dispute over the inclusion of a Contaminated Site going to Arbitration
 - 7.3.4 Terms and conditions for exercising Government access to Cree Lands
 - 7.3.7 Determination of liability and fixing of appropriate compensation for damage to Cree Lands
 - 7.4.4 Minimum procedure to be included in expropriation legislation
 - 7.4.6 Determination of acceptable price for the improvement or the terms and conditions for the removal of such improvements on Cree lands
 - 7.4.8-7.4.9 Determination of Compensation for expropriated Cree Lands
 - 7.5.1-7.5.4 Obtaining an entry order enabling the removal of sand and gravel
 - 19.3.3 Principles guiding the Arbitration of IBAs
 - 19.5.1-19.5.2 Development of IBAs
 - 20.2 Provision for Arbitration
 - 20.12-20.13 Claim with respect to Wildlife Compensation
 - 20.24 Decision of Arbitrators
 - 25.4.3d) Disputes unresolved by Implementation Committee
 - 26.4.6 Long term Alienation of any Archaeological Specimens found in the EMR
 - 29.3 Amendment of the Agreement resulting from conflict with rights of other Aboriginal people

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CHAPTER 32 – RATIFICATION PROCEDURES**SHEET # 32 - 1****PROJECT:** Ratification of the Agreement by the Crees**RESPONSIBILITY:** Federal Negotiators (FN); Cree Negotiators (CN); eligible Cree voters (Eligible Voters); Grand Council of the Crees - Eeyou Istchee (GCC(EI)); duly appointed and authorized officers of the GCC(EI) (Cree Officers)**PARTICIPANTS/LIAISON:** Canada - Minister of Indian Affairs and Northern Development; Canada - Department of Indian Affairs and Northern Development – James Bay Implementation Office; Government of Nunavut; Referendum Committee under Schedule 32-1

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Initial the Agreement as referred to in section 32.1	FN and CN	Upon completion of negotiations
2	Submit the initialled Agreement to the Crees for ratification	CN	As soon as possible after initialling
3	Vote on approving the initialled Agreement following the process for the Cree ratification vote as set out in Schedule 32-1	Eligible Voters	During the Cree Referendum polling period as determined by the Referendum Committee
4	Confirm that a majority of all Eligible Voters approve the Agreement and appoint Cree Officers to sign the Agreement	GCC(EI)	After receiving the results from the Referendum Committee that a majority of all Eligible Voters has approved the Agreement
5	Notify DIAND – Minister, the CFN and the government of Nunavut that the Agreement has been approved by the Crees	GCC(EI)	As soon as practicable after Activity 4
6	Sign the Agreement	Cree Officers	After Activity 5 at a date agreed upon by the Parties

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OBLIGATIONS ADDRESSED:

- 32.1 This Agreement shall be submitted for ratification by the Parties as set out in this Chapter only after it has been initialed by the Negotiators for the GCC(EI) and Government.
- 32.2 This Agreement shall be ratified by the Crees prior to ratification by Canada.
- 32.3 The Crees shall be considered to have ratified this Agreement when:
- (a) a majority of all eligible Cree voters by way of the Cree ratification vote approve this Agreement; and
 - (b) the duly appointed and authorized officers of the GCC(EI) sign this Agreement.

RELATED CLAUSES:

- 2.11 Where inconsistency between Legislation ratifying and implementing the Agreement and any other Legislation, the ratifying Legislation prevails
- 2.17 Agreement comes into force upon ratification by the Parties
- 2.18 Ratification by the Parties is a condition precedent to the validity of the Agreement
- 2.19 Government to Consult with the GCC(EI) in preparing Legislation to implement Agreement
- 32.4 and 32.7 Procedures for ratification of the Agreement by Canada
- 32.5 Process for the Cree ratification vote
- 32.6 Funding for the Cree ratification vote
- 32.7 Government of Canada to Consult with the GCC(EI) in preparing the ratification Statute
- Schedule 32-1 Procedures Concerning the Referendum for Approving the Agreement

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FUNDING:

1. Funding for the Cree ratification vote shall be provided by Canada, which includes the funding necessary for operation of the Referendum Committee and for holding the referendum for approving the Agreement, subject to review and approval by the Department of Indian Affairs and Northern Development, in accordance with the process set out in Activity Sheet # 32-3.

PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. The vote shall be by secret ballot.
2. The Referendum question shall be printed in Cree, English and French on the Referendum ballot.
3. In relation to Activity 5 of this Activity Sheet, the notification to the DIAND - Minister should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
James Bay Implementation Office
Implementation Branch
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4

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CHAPTER 32 – RATIFICATION PROCEDURES**SHEET # 32 - 2****PROJECT:** Ratification of the Agreement by Canada**RESPONSIBILITY:** Federal Negotiators (FN); Canada - Minister of Indian Affairs and Northern Development (DIAND - Minister); Canada; Grand Council of the Crees - Eeyou Istchee (GCC(EI))**PARTICIPANTS/LIAISON:** Canada - Department of Indian Affairs and Northern Development - James Bay Implementation Office; Nunavut Government

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Submit the initialled Agreement to the DIAND - Minister for ratification	FN	Upon completion of negotiations
2	Submit initialled Agreement to Cabinet for approval and authority to sign	DIAND - Minister	After receiving notification that the Crees have approved the Agreement
3	Sign the Agreement	DIAND - Minister	After approval by Cabinet pursuant to Activity 2 and at a date agreed upon by the Parties
4	Following Consultation with the GCC(EI), present the Agreement to Parliament and propose the enactment of the ratification Statute in accordance with section 32.7	DIAND - Minister	After Activity 3
5	Propose the date for the coming into force of the Agreement	DIAND and GCC(EI)	Prior to the coming into force of the Statute ratifying the Agreement

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	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
6	Adopt Order-in-Council specifying the Effective Date of the ratification Statute (“Effective Date of the Agreement”)	Canada	After approval of the proposed ratification Statute by Parliament and in accordance with the joint determination of the date as per Activity 5

OBLIGATIONS ADDRESSED:

- 32.1 This Agreement shall be submitted for ratification by the Parties as set out in this Chapter only after it has been initialed by the Negotiators for the GCC(EI) and Government.
- 32.4 Canada shall be considered to have ratified this Agreement when:
- (a) this Agreement is signed by a Minister of the Crown; and
 - (b) a Statute ratifying and giving effect to this Agreement is enacted by Parliament and comes into force.
- 32.7 Following the signing of this Agreement by the Parties, and upon Consultation with the GCC(EI), Canada shall present this Agreement to Parliament, and propose the enactment of the ratification Statute. The proposed Statute shall:
- (a) contain a clear statement that this Agreement is ratified, approved, given effect and declared valid;
 - (b) stipulate that this Agreement is binding on third parties;
 - (c) state that where there is an inconsistency or conflict between the ratification Statute or any other Legislation and this Agreement, this Agreement prevails;
 - (d) in the event of an inconsistency or conflict between the ratification Statute and any other Legislation, the ratification Statute prevails to the extent of the inconsistency or conflict;
 - (e) authorize the payment out of the Consolidated Revenue Fund of such sums as may be required to meet the monetary obligations of

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Her Majesty under Chapters Chapter 13, Chapter 22, Chapter 23 and Chapter 25 of this Agreement ;

- (f) provide that judicial notice shall be taken of this Agreement;
- (g) provide that if, in any judicial or administrative proceeding, an issue arises in respect of the interpretation or validity of this Agreement or the ratification Statute, the issue shall not be decided unless the party raising the issue has served notice on Canada and the GCC(EI);
- (h) stipulate that the Statute is binding on the Crown in right of Canada or in right of a province;

RELATED CLAUSES:

- 2.11 Where inconsistency between Legislation ratifying and implementing the Agreement and any other Legislation, the ratifying Legislation prevails
- 2.17 Agreement comes into force upon ratification by the Parties
- 2.18 Ratification by the Parties is a condition precedent to the validity of the Agreement
- 2.19 Government to Consult with the GCC(EI) in preparing Legislation to ratify Agreement
- 32.2 and 32.3 Procedures for ratification of the Agreement by the Crees
- 32.5 Process for the Cree ratification vote
- 32.6 Funding for the Cree ratification vote

FUNDING:

- 1. Funding for the Cree ratification vote shall be provided by Canada, which includes the funding necessary for operation of the Referendum Committee and for holding the referendum for approving the Agreement, subject to review and approval by the Department of Indian Affairs and Northern Development, in accordance with the process set out in Activity Sheet # 32-3.

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CHAPTER 32 – RATIFICATION PROCEDURES**SHEET # 32 - 3**

PROJECT: Establishment and operation of the Referendum Committee

RESPONSIBILITY: Cree Negotiators (CN); Federal Negotiators (FN); Referendum Committee appointed as per Schedule 32-1 (Referendum Committee); Canada - Department of Indian Affairs and Northern Development (DIAND); Chief Referendum Officer

PARTICIPANTS/LIAISON: Crees; Grand Council of the Crees - Eeyou Istchee; Government of Nunavut; Library and Archives Canada

	<i>Activities</i>	<i>Responsibility</i>	<i>Timing</i>
1	Name two (2) individuals to serve on the Referendum Committee and provide DIAND with written notice of the nominations	CN	As agreed by the Parties
2	Name two (2) individuals to serve on the Referendum Committee and provide the Crees with written notice of the nominations	FN	As agreed by the Parties
3	Prepare a budget for the operation of the Referendum Committee and for holding the Cree ratification vote and submit the budget to DIAND	Referendum Committee	As soon as reasonably possible after appointments to the Committee have been made
4	Review budget and approve as submitted or as varied by DIAND and provide funding, as approved, to the Referendum Committee	DIAND	As soon as reasonably possible after submission of budget as per Activity 3
5	Adopt any rules and take all necessary measures regarding the conduct of a fair, inclusive, transparent, open and democratic Referendum	Referendum Committee	As soon as practicable after appointments to the Committee have been made

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6	Set qualifications for, and appoint a Chief Referendum Officer and all the necessary personnel for the holding of the Referendum	Referendum Committee	As soon as reasonably possible after the budget is approved as per Activity 4
7	Establish a timetable for the Chief Referendum Officer to obtain a copy of the Register of Cree beneficiaries maintained by Québec pursuant to subsection 3.5 of the JBNQA and to develop based thereon a list of all Eligible Voters	Referendum Committee	As soon as reasonably possible after establishment of the Committee
8	Post the list of Eligible Voters, which shall include a requirement to provide information on how and on what basis an individual may apply to have names added to or removed from the list in accordance with rules established by the Referendum Committee	Chief Referendum Officer	In accordance with rules established by the Referendum Committee
9	Take all reasonable steps necessary to ensure that all Eligible Voters have a reasonable opportunity to review the Agreement	Referendum Committee	After establishment of the Committee and before start of the community consultations
10	Develop and publish a notice of the Cree ratification vote, the format of the ballot, and the day(s) on which the referendum will be held	Referendum Committee	After establishment of the Committee and before start of the community consultations
11	Give particular attention to the need for information meetings in the Cree communities and the distribution of relevant materials to Eligible Voters including, at a minimum, copies of or access to the text of the Agreement and a summary thereof, both of which shall be available in the English, French and Cree languages	Referendum Committee	After establishment of the Committee and before the start of the consultations
12	Establish rules for the conduct of the vote, as well as for the tabulation of all ballots, and for the announcement of the results of the Referendum vote	Referendum Committee	After establishment of the Committee and before the start of the consultations
13	Hold information meetings in the Cree communities and distribute relevant materials to Eligible Voters	Referendum Committee	After establishment of the Committee and prior to the referendum

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14	Carry out the referendum, based upon the process for the Cree ratification vote as set out in Schedule 32-1, and as published in the notice of the Cree referendum as per Activity 10	Referendum Committee	On the date(s) set by the Committee in the published notice
15	Receive and tabulate all ballots, make the results available to the public, and forward the results of the vote to the GCC(EI) and DIAND	Referendum Committee	As soon as reasonable after the Cree ratification vote
16	Retain all ballots, document all events and decisions related to the ratification vote, and make such documentation available to DIAND or the GCC(EI)	Referendum Committee	Upon request during the referendum period and thereafter until the documentation is forwarded to Library and Archives Canada
17	Forward all documentation assembled under Activity 16 to Library and Archives Canada	Referendum Committee	Within six (6) months after the Cree ratification vote

OBLIGATIONS ADDRESSED:

32.5 The process for the Cree ratification vote is set out in Schedule 32-1.

32.6 The funding for the Cree ratification vote shall be provided by Canada. The Referendum Committee as established pursuant to Schedule 32.1 shall prepare a budget, subject to review and approval by the Department of Indian Affairs and Northern Development for its operation and the Cree ratification vote including, for greater certainty, funding for the development of an eligible voters list.

Schedule 32-1 Procedures Concerning the Referendum for Approving this Agreement

Upon initialling of this Agreement, pursuant to section 32.1 a Referendum Committee shall be established for the duration of the Referendum Process to supervise and conduct the Referendum among Eligible Voters.

The Referendum Committee shall consist of four (4) members: two (2) members appointed by the Chief Negotiator for the Crees; and two (2) members appointed by the Chief Federal Negotiator.

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The Referendum Committee shall adopt any rules and take all necessary measures regarding the conduct of a fair, inclusive, transparent, open and democratic Referendum. Without limiting the generality of the foregoing, the Referendum Committee shall:

- Adopt the rules for the holding of the Referendum, including the Referendum period, the Referendum polling period, ballot and ballot-box requirements, the polling station voting procedures, the mail-in ballot procedures and the roving polls procedures, and the process for conducting any review of Referendum vote results under Section 8 of these Procedures;
- Set qualifications for, and appoint a Chief Referendum Officer and all the necessary personnel for the holding of the Referendum;
- Determine the mandate of the Chief Referendum Officer and, where appropriate, of any personnel hired for the holding of the Referendum.

The Referendum Committee shall establish a timetable for the Chief Referendum Officer to obtain a copy of the Register of Cree beneficiaries maintained by Québec pursuant to 3.5 of the JBNQA and to develop based thereon a list of all Eligible Voters, which shall include the names of all Cree beneficiaries who are eighteen (18) years of age or older on the last day determined by the Referendum Committee that voting can take place in the Referendum. The Referendum Committee shall establish rules requiring the Chief Referendum Officer to post the list of Eligible Voters, which shall include a requirement to provide information on how and on what basis an individual may apply to have names added to or removed from the Register of Cree beneficiaries maintained by Québec pursuant to 3.5 of the JBNQA.

The Referendum Committee shall take all reasonable steps necessary to ensure that all Eligible Voters have a reasonable opportunity to review this Agreement. The Referendum Committee shall develop and publish a notice of vote and shall ensure that an information package on this Agreement and on the Referendum Procedures is available. Particular attention shall be given to the need for information meetings in the Cree communities and the distribution of relevant materials to Eligible Voters, including at a minimum copies of or access to the text of this Agreement and a summary thereof, both of which shall be available in the English, French and Cree languages.

A vote by secret ballot shall be held among all Eligible Voters on the Referendum question ... The Referendum question shall be printed in Cree, English and French on the Referendum ballot.

The Referendum Committee shall establish rules for the conduct of the vote, as well as for the tabulation of all ballots and for the announcement of the results of the Referendum vote.

The Referendum Committee shall provide for the possibility of voting at fixed polling stations, by mail (mail-in ballot) and by means of roving polls. Rules for the publicity and the conduct of

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votes at fixed polling stations, by mail-in ballots and at roving polls shall be adopted by the Referendum Committee.

The Referendum Committee shall ensure that the Referendum ballots are retained and shall document the principal events and decisions related to the Referendum, and shall make such documentation available to the GCC(EI) and to the Minister of Indian Affairs and Northern Development upon request of either one. Within six (6) months of the Referendum, the Referendum Committee shall ensure the transfer of all such documentation to the Library and Archives of Canada. The documentation shall not be disposed of, in whole or in part, without the prior written approval of both the GCC(EI) and of the Minister of Indian Affairs and Northern Development.

Upon written application by at least fifteen (15) Eligible Voters no later than five (5) days after the public announcement of the Referendum vote results, the Referendum Committee may decide to hold a recount where the Referendum Committee believes that such a recount would be appropriate having regard to all the circumstances and particularly having regard to the fact of whether or not a recount could lead to a substantial modification of the results of the Referendum. The Referendum Committee may also decide to hold a recount at any time prior to this five (5) day delay, even in the absence of a written application from Eligible Voters, if the Referendum Committee deems it appropriate.

Fifteen (15) Eligible Voters or more may request a review of the Referendum by the Referendum Committee by forwarding a written and signed request to the Chief Referendum Officer by registered mail addressed to him or her at the address indicated on the Notice of Referendum within fifteen (15) days after the public announcement of the Referendum results, accompanied by a declaration, containing the grounds for requesting the review and other relevant information. The Referendum Committee may rule on the request in accordance with the criteria and authorities set out herein. The Chief Referendum Officer or any other individual designated by the Referendum Committee may investigate allegations at the request of the Referendum Committee where the Committee deems this appropriate, and report his or her findings to the Referendum Committee as soon as possible or in the timeframe set for these purposes by the Committee.

Where the Referendum Committee is of the opinion that there was a substantial violation of the Procedures that may have substantially affected the result of the Referendum vote; or where it is of the opinion that there was generalized corruption in connection with the holding of the Referendum which may have substantially affected the results of the Referendum vote, the Referendum Committee may issue a written report to the GCC(EI) and to the Minister of Indian Affairs and Northern Development questioning the validity of the Referendum and recommending appropriate corrective measures, including the holding of a new Referendum.

In the event the Referendum Committee cannot reach a conclusion regarding either a recount or whether there was a substantial violation of the Procedures or generalized corruption which may have substantially affected the results of the Referendum vote as mentioned above, the Referendum Committee shall appoint a neutral individual to make such determination. In the

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event the Referendum Committee cannot decide on such individual within a delay of ten (10) days from the first request by a member of the Referendum Committee to appoint such a neutral individual, the Referendum Committee shall refer the matter to the Federal Court of Canada.

RELATED CLAUSES:

- 2.11 Where inconsistency between Legislation ratifying and implementing the Agreement and any other Legislation, the ratifying Legislation prevails
- 2.17 Agreement comes into force upon ratification by the Parties
- 2.18 Ratification by the Parties is a condition precedent to the validity of the Agreement
- 2.19 Government to Consult with the GCC(EI) in preparing Legislation to ratify Agreement
- 32.1 The Agreement shall be submitted for ratification after being initialled by Chief negotiators
- 32.2 Agreement ratified by Crees prior to ratification by Canada
- 32.3 Procedures for ratification of the Agreement by the Cree
- 32.4 and 32.7 Procedures for ratification of the Agreement by Canada

FUNDING:

- 1. Funding for the Referendum Committee shall be a charge on the Government of Canada (section 32.6).
- 2. Funding for the Cree ratification vote shall be provided by Canada, which includes the funding necessary for operation of the Referendum Committee and for holding the referendum for approving the Agreement, subject to review and approval by the Department of Indian Affairs and Northern Development, in accordance with the process set out in this Activity Sheet.

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PLANNING ASSUMPTIONS, GUIDELINES, AND EXPLANATIONS:

1. In relation to Activities 1, 3 and 15 of this Activity Sheet, notice of the nominations, the draft operating budget, and the results of the ratification vote, respectively, should be sent to the following address in the Department of Indian Affairs and Northern Development:

Director
Implementation Management Directorate
James Bay Implementation Office
Treaties and Aboriginal Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
Room 1550, 25 Eddy Street
Gatineau, Québec
Postal Address: Ottawa, ON K1A 0H4
2. The documentation related to the Cree ratification vote shall not be disposed of, in whole or in part, without prior written approval of the Minister of Indian Affairs and Northern Development. The GCC(EI) and the Minister of Indian Affairs and Northern Development shall be entitled to have access to such documentation upon request of either one.
3. In relation to Activity 2, one of the two individuals serving on the Referendum Committee should be allotted to the government of Nunavut by Canada.

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ANNEX B

FINANCIAL PAYMENTS SUMMARY

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PART 1 BOARD AND COMMISSION

The annual sums shown below represent the implementation funding required for the listed Boards and Commission to fulfill their duties as identified in the Agreement and in the Implementation Plan for the initial ten (10) year planning period. The Boards and Commission listed will fulfill their duties within the budgets identified.

Subject to annual appropriation by Parliament, Canada will provide funding according to the following schedule:

2008 Constant Dollars	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
EMR Wildlife Board	\$1,076,558	\$968,058	\$968,058	\$968,058	\$968,058
EMR Planning Commission	\$317,498	\$248,748	\$223,024	\$223,024	\$223,024
EMR Impact Review Board	\$359,065	\$246,760	\$239,260	\$239,260	\$239,260
TOTAL	\$1,753,121	\$1,463,566	\$1,430,342	\$1,430,342	\$1,430,342

2008 Constant Dollars	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
EMR Wildlife Board	\$968,058	\$968,058	\$968,058	\$968,058	\$968,058
EMR Planning Commission	\$223,024	\$223,024	\$223,024	\$223,024	\$223,024
EMR Impact Review Board	\$239,260	\$239,260	\$239,260	\$239,260	\$239,260
TOTAL	\$1,430,342	\$1,430,342	\$1,430,342	\$1,430,342	\$1,430,342

PART 2 EYYOU MARINE REGION LAND USE PLAN

The sum shown below represents the amount of funding to be provided by the government of Canada to the EMRPC for the development of the Eeyou Marine Region Land Use Plan, which shall include the costs of public hearings and other activities in this regard. The fiscal year(s) in which this funding shall be provided by the government of Canada to the EMRPC shall be determined by the EMRPC and incorporated into the appropriate annual budget submission(s) to be made by the EMRPC pursuant to subsection 8.4.3 of the Agreement.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

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2008 Constant Dollars	Year(s) to be determined by EMRPC
Development of EMR Land Use Plan	\$348,640.00

PART 3 WILDLIFE RESEARCH FUND

The sum shown below represents the amount of one-time funding to be provided by the government of Canada to the EMRWB on the Effective Date of the Agreement for the establishment of a Wildlife Research Fund to pay for the conduct of research proposed by Government or the GCC(EI) and approved by the EMRWB. The allocation of those funds for that purpose in any fiscal year and any reallocation to another fiscal year for that purpose is at the discretion of the EMRWB.

Subject to the appropriation by Parliament, Canada will provide funding according to the following schedule:

Current Dollars	Year 1
Wildlife Research Fund	\$5,000,000.00

PART 4 CREE IMPLEMENTATION FUNDING

The sum shown below represents the amount of one-time funding to be provided by the government of Canada to the GCC(EI) on the Effective Date of the Agreement for Cree implementation funding. The GCC(EI) shall use these funds to implement the Agreement and to carry out the objects of the GCC(EI) as set out in its constitutive documents.

Subject to appropriation by Parliament, Canada will provide funding in accordance with the following schedule:

2002 Constant Dollars	Year 1
Implementation Funding	\$5,000,000.00

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PART 5 GOVERNMENT OF NUNAVUT

Funding arrangements to assist the government of Nunavut in fulfilling its responsibilities under the Agreement for the initial planning period are to be established between the government of Canada and the government of Nunavut.

PART 6 ANNUAL ADJUSTMENTS

A. Annual Calculation of Net Transfer Amounts

Adjustments by price used in this Implementation Plan will be based on *Canada Final Domestic Demand Implicit Price Index* “FDDIPI” as published regularly by Statistics Canada for the third quarter, on or about November 30 of each year, in CANSIM II Table 380-0003, Series D100466, and printed in Catalogue Number 13-001, matrix 10512, labeled as “Canada Implicit price index; Final Domestic Demand,” or any successor index or publication.

The annual year over year change in the annual values of FDDIPI is equal to the 3rd quarter FDDIPI value of the latest calendar year divided by the 3rd quarter FDDIPI value of the calendar year immediately prior to the latest calendar year. In the calculation of the price adjustor all FDDIPI values shall be taken from the Third Quarterly Estimate publication of the *National Economic and Income Accounts* as published by Statistics Canada.

B. Periodic or Irregular Payment Amounts

Where there are line items in a budget which do not appear in each consecutive year, the Annual Price Adjustment Factor, as calculated above, shall be applied cumulatively and unchanged, in order to determine the adjusted amount for any year in which that item appears.

C. Calculation of the Effective Year Funding Amounts

If necessary, funding amounts shown in 2002 dollars will be adjusted to determine the funding for the effective year in accordance with the following calculation:

- for a one-time adjustment only, the adjustor will be the change in FDDIPI which would have applied as of April 1st of the effective year (i.e. the third quarter of EY - 1), over FDIPI for the third quarter of 2002.

One-time adjustor = $FDDIPI_{3QEY-1} / FDDIPI_{3Q2002}$ using both FDDIPI values appearing in the same publication which contains the latest available annual value of FDDIPI.

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If necessary, funding amounts shown in 2008 dollars will be adjusted to determine the funding for the effective year in accordance with the following calculation:

- for a one-time adjustment only, the adjustor will be the change in FDDIPI which would have applied as of April 1st of the effective year (i.e. the third quarter of EY - 1), over FDIPI for the third quarter of 2008.

One-time adjustor = $FDDIPI_{3QEY-1} / FDDIPI_{3Q2008}$ using both FDDIPI values appearing in the same publication which contains the latest available annual value of FDDIPI.

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ANNEX C

COMMUNICATION AND INFORMATION STRATEGY

COMMUNICATION AND INFORMATION STRATEGY

1. Introduction

The Agreement (paragraph 25.3.4 e)) requires that the Parties develop a communication and information strategy to inform Crees and interested third parties of the content of the Agreement and the accompanying Implementation Plan.

Communication initiatives surrounding the implementation process will seek to inform target audiences of the key activities in the implementation process. Direct involvement of the Parties in transmitting information to their respective audiences will increase the likelihood of effective implementation.

2. Target Audiences

Target audiences include Crees; Cree communities; Grand Council of the Crees (Eeyou Istchee) Designated Organizations (GDOs); Territorial Members of the House of Assembly of Nunavut; and federal government Members of Parliament, including their respective departments and agencies. Target audiences also include third parties with interests in Cree Lands or the Eeyou Marine Region such as, but not limited to: commercial wildlife operators, hunters and fishers, archaeologists, environmental groups and the media.

Communication to the general public is essential for effective implementation of the Agreement in the communities along the coast of the Eeyou Marine Region. It is through effective communications that the concept of fairness and equity of the Agreement will be reinforced. The general public must be given information on how their interests are or are not affected.

3. Responsibilities

Cree Beneficiaries

The implementation of the Agreement most directly affects Cree beneficiaries to the Agreement. Of particular importance, therefore, is leadership involvement to ensure effective implementation of the Agreement. The Grand Council of the Crees (Eeyou Istchee) must play a lead role in ensuring that the Cree beneficiaries are made aware of their rights and obligations under the Agreement.

Acceptance of the Agreement by the Crees and their designated organizations and institutions and their assistance in implementation will depend on a clear understanding of the process. Beneficiaries will therefore have a responsibility to

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become familiar with and understand the Agreement and the accompanying Implementation Plan.

Translation into Cree of communication activities and instruments will be provided by the GCC(EI), as deemed appropriate, to assist Cree beneficiaries in becoming aware of their rights and obligations under the Agreement.

Territorial Government

Direct involvement of the government of Nunavut is essential to the implementation of the Agreement. The government of Nunavut will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the Agreement. Where these obligations may affect the Crees or third parties, appropriate communication strategies will be developed and implemented by the government of Nunavut.

Translation into Cree of communication activities and instruments will be provided by the government of Nunavut as required by the Agreement, or if not specified in the Agreement, as deemed appropriate by the Territorial government.

Federal Government

The government of Canada will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the Agreement and the Implementation Plan. Where these obligations affect the Crees or third parties, appropriate communication strategies shall be developed and implemented by the government of Canada. The Department of Indian Affairs and Northern Development will play a lead role in these internal and external communication initiatives.

Translation into Cree of communication activities and instruments will be provided by the government of Canada as required by the Agreement, or if not specified in the Agreement, as deemed appropriated by the federal government.

Institutions of Public Government

Consistent with the provisions of the Agreement, the institutions of public government established respectively under sections 8.4, 13.1 and 18.2 of the Agreement, have significant responsibilities and obligations for informing Crees, industry and the public about their roles and responsibilities and to provide for public involvement in their land use planning, development impact review, and wildlife management procedures and processes.

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4. General Information Activities

In order to assist in the effective communication of the Agreement, the Parties will endeavour to undertake and internally sponsor workshops, seminars and other means of in-service training in order to ensure that their respective employees, agents and contractors are aware of and understand the impact of the Agreement and the Implementation Plan on the performance of their duties.

In an effort to promote awareness of the Agreement among members of the public who are interested in or affected by it, the Parties will undertake activities to make public and explain the Agreement and the Implementation Plan.

The Parties shall consider using methods such as: regular and special publications, computer-based information, video aids, public service announcements, news releases and advertising, communiqués and media briefings, and public information meetings.

Specific communication activities may be held to ensure that special interest or third party groups are well informed about the Agreement and the Implementation Plan and their potential impacts. These specific communication activities may be undertaken as actions occur during the implementation process.

5. Designated Information Activities

Media

The continuation of open and effective communication, such as joint news briefings on implementation developments will help ensure accurate media coverage of the Agreement. During the implementation process, the distribution of information and media kits will continue, at the discretion of the Parties, in light of any new Agreement developments.

Annual Reporting

In accordance with paragraph 25.4.3 e) of the Agreement, a report on the implementation of the Agreement by the Implementation Committee is required to be provided every two (2) years to the Minister of Indian Affairs and Northern Development, the Leader of the government of Nunavut and the GCC(EI). The costs of this report will be borne by the government of Canada.

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6. Budget

The costs of communication and education activities will be the responsibility of the party or organization undertaking the activity unless expressly stated otherwise.

When the Parties are undertaking activities in support of the Communication and Information Strategy they will, if they agree that it is desirable, conduct communications activities jointly.