Description of Section DIO Master List

Last updated January 8/07 SAttagutsiak

The Nunavut Land Claim Agreement in Article 39.1.5 states that, "The Tunngavik shall establish a public record of all Organizations designated under Section 39.1.3 and of all jointly designated organizations exercising powers of a DIO in accordance with Section 40.2.12, which record shall specify the powers, functions or authorities under the Agreement for which each one has been designated, and shall keep the record up to date."

LCA#	Description of Section	NII Resolution #	Designated to:
-	ARTICLE 1: DEFINITIONS (Page 3 of N	LCA)	
1.1.6	Without diminishing or otherwise altering the responsibilities of Her Majesty The Queen in Right of Canada under the Agreement, where, in the Agreement, it is unclear from the context which Government is to perform a function or where the context indicates that both Governments are to perform a function, without abrogating or derogating from their obligations under the Agreement or altering their respective jurisdictions, the two Governments may designate one of them to perform that function on behalf of the other or both. The DIO shall be given notice of such designation.	Responsibility retained by NTI	NTI Responsibility
- "	ARTICLE 2: GENERAL PROVISIONS (Page 1	1 of NLCA)	Ex-
2.6.1	Government shall consult closely with a DIO in the preparation of any legislation proposed to implement the Agreement, including any amendments to implementing legislation.	Responsibility retained by NTI	NTI Responsibility
2.10.1	Any power vested in a Minister of the Government of Canada or in a Minister of the Executive Council of the Territorial Government, pursuant to the provisions of the Agreement, may be transferred to another Minister of the Government of Canada, or to another Minister of the Executive Council of the Territorial Government, respectively. A DIO shall be given notice of such transfer.	Responsibility retained by NTI	NTI Responsibility
2.14.1	Where an Inuk has a right of action in relation to the Agreement, the DIO may bring such action on behalf of him or her. This Section shall not preclude an Inuk from commencing an action on his or her own behalf.	Responsibility retained by NTI	NTI Responsibility
2.15.2	Her Majesty The Queen in Right of Canada shall vigorously defend any suit or action, cause of action, claim or demand referred to in Section 2.15.1 and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of the DIO.	Responsibility retained by NTI	NTI Responsibility
2.15.5	Her Majesty The Queen in Right of Canada shall indemnify and save harmless the Inuit from all manner of suits, actions, causes of action, claims, demands, damages, costs or expense, liability and entitlement, initiated, made or incurred against Inuit by any person other than an Inuk or a DIO that arises from: (a) the creation of Inuit harvesting rights under Article 5 where that suit, action, cause of action, claim, demand, damage, cost or expense relates to the effect of the creation of those rights on any harvesting rights of the person initiating, making or incurring it; or (b) the vesting of title in Inuit Owned Lands under Article 19 where that suit, action, cause of action, claim, demand, damage, cost or expense relates to the effect of that vesting on the right of the person initiating, making or incurring	Responsibility retained by NTI	NTI Responsibility
2.15.6	it in respect of those lands. Inuit and the DIO shall vigorously defend any suit or action, cause of action, claim or demand referred to in Section 2.15.5 and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of Government.	Responsibility retained by NTI	NTI Responsibilit
	ARTICLE 5: WILDLIFE (Page 28 of NI		
5.2.1 (a)	There is hereby established on the date of ratification of the Agreement an institution of public government to be known as the Nunavut Wildlife Management Board (NWMB) consisting of nine members to be appointed as follows:	B93/09-18	3 RIA's Designated and NTI responsibility

NLCA#	Description of Section	NTI Resolution #	Designated to
	(a) each of four DIOs shall appoint one member;		
5.2.3	Where a DIO appoints a member to the NWMB, that DIO shall have the right to have a technical advisor attend all meetings as a non-voting observer.	B93/09-18	3 RIA's Designated and NTI responsibilit
5.4.3	The research, data collection and fieldwork associated with the Study shall be designed to promote maximum harvester participation and shall be contracted to an appropriate DIO, and supervised by the NWMB.	B95/08-04	RWO's
5.4.8	Without the prior written permission of the DIO and affected individuals, evidence obtained through the Study relating to an individual shall not be admissible in any proceeding where the individual may be held civilly or criminally liable.	B95/08-04	RWO's
5.7.22	The obligation set out in Section 5.7.21 shall not apply to any lease for an area which is less than one square mile, or where Government would incur legal liability were such condition to be inserted, and a certificate under the hand of the Deputy Minister of Justice shall be sufficient evidence of such fact. Government shall notify the DIO of all applications for and granting of surface leases.	QIA B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
5.8.1	DIOs shall have the right of first refusal to establish new sports lodges and naturalist lodges in the Nunavut Settlement Area subject only to the following conditions: (a) Government is under no obligation to disclose any matter in an application which has been submitted on the faith of it being kept confidential; (b) all material environmental and economic information available to any government agency independent of the application itself but pertinent thereto shall be made available to a DIO exercising the right of first refusal; (c) generally, the procedures and time requirements conforming to current practice and, specifically, the steps set out in Schedule 5-6 shall be followed; and (d) if a DIO exercises a right of first refusal, but subsequently fails to establish a new sports lodge or naturalist lodge in accordance with Schedule 5-6 without just cause, the Minister may declare that its right of first refusal has lapsed; in such circumstances, the area may be made available to other applicants and the DIO shall not have a further right of refusal over such applicants, except at the discretion of the Minister.	QIA B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
5.8.2	Upon request, Government shall lease, at usual rent, adequate and suitable lands to DiOs as are reasonably necessary for the purpose of establishing and operating sports lodges and naturalist lodges.	QIA B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
5.8.4	DIOs shall have the right of first refusal to establish and operate facilities, other than government facilities, for the purpose of indigenous wildlife and reindeer propagation, cultivation or husbandry. The conditions referred to in Sub-sections 5.8.1(a), and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.		NTI Wildlife Retained
5.8.5	Upon request, Government shall make available to DIOs, at nominal cost, such lands as are adequate, suitable and reasonably necessary for the purpose of establishing and operating facilities for propagation, cultivation or husbandry of indigenous wildlife or reindeer. The lands may be granted in fee simple, under lease or by licence of occupation or in such other manner as to implement the intent of Section 5.8.4. and this Section.		NTI Wildlife Retained
5.8.7	DIOs shall have the right of first refusal to market wildlife, wildlife parts and wildlife products in the Nunavut Settlement Area. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.		NTI Wildlife Retained
5.8.9	DIOs shall have the right of first refusal to carry out any venture aimed at the commercial collection or processing of non-edible wildlife parts and wildlife products. The right of first refusal shall extend to non-edible wildlife parts		NTI Wildlife Retained

Page 2 of 21

Description of Section	NTI Resolution #	Designated to:
an inanimate form. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply.		
Inuit representatives referred to in Section 5.9.2 shall be nominated by a DIO.	Responsibility retained by NTI	NTI Responsibility
ARTICLE 6: WILDLIFE COMPENSATION (Pag	e 62 of NLCA)	V
A claimant, or a DIO or HTO 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 30 days, the developer or the claimant, or a DIO or HTO on behalf of the	KIT B05-05-06 KIV B06-09-10	KIT and KIV Designated/Any DIO
The expenses incurred by the Tribunal in determining claims under this Article shall not be borne by the claimant nor any DIO or HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant shall not be the responsibility of the NWMB.	KIT B05-05-06 KIV B06-09-10	KIT and KIV Designated/Any DIO
	NLCA)	ZHE Z TREE TO SEE
Inuit may establish outpost camps in Parks and Conservation Areas, except where the establishment of such camps is inconsistent with the requirements of the Park or Conservation Area management plan required in Sections 8.4.13 and 9.3.7. Site locations shall be determined as provided by an IIBA	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
Upon request by potential occupiers of outpost camps or by a DIO on their behalf, governmental owners of lands in the Nunavut Settlement Area shall make available such lands as are adequate, suitable and reasonably necessary for the purpose of establishing outpost camps. The lands may be provided under lease or by licence of occupation or in such other manner as to implement the intent of this section. The term shall be for five years or such longer period as may be reasonable. Renewal of a lease, upon request by the occupiers or by the DIO on their behalf, shall not be unreasonably withheld. Where an outpost camp is requested for establishment in Parks and Conservation Areas, Section 7.2.4 will apply.	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's
	A)	
It is desirable to establish National Parks in National Parks Natural Regions 39, 38, 37, 36, 28, 26, 25, 17, 16 and 15. The Canadian Parks Service shall work with the DIO, affected communities, and the Territorial Government to establish National Parks required by the Government of Canada in the Nunavut Settlement Area to complete representation of those National Park Natural Regions, recognizing that only National Park Natural Regions 39, 37	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
The area withdrawn by Order-In-Council P.C. 1992 - 345 dated 27 February 1992 for a National Park in North Baffin shall become a National Park on the first anniversary of the conclusion of an IIBA pursuant to Section 8.4.4 unless it has been established at an earlier date. The Parties commit themselves to negotiate and to conclude an IIBA for this National Park within three years of the date of ratification of the Agreement. The boundaries of this National Park on the date of establishment shall be as defined in that Order in Council	AGM94/12-22	QIA
Recognizing that the parcels of Inuit Owned Lands RE-31/56H and RE- 32/56H may lie within the boundaries that may be proposed for a National Park on Wager Bay, Government and the DIO shall consider possible exchanges of some of those lands for other lands during the consultation process leading to a decision on Park establishment. Any lands acquired by the DIO in such an exchange shall have the status of Inuit Owned Lands and any lands relinquished shall cease to be Inuit Owned Lands.	KIV B97/12-17	KIV
Where the Government of Canada at any time intends to redraw the	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
	and wildlife products available as a consequence of a kill or as recoverable in an inanimate form. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply. Inuit representatives referred to in Section 5.9.2 shall be nominated by a DIO. ARTICLE 6: WILDLIFE COMPENSATION (Pag A claimant, or a DIO or HTO 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 30 days, the developer or the claimant, or a DIO or HTO on behalf of the claimant, any submit the claim to the Tribunal. The expenses incurred by the Tribunal in determining claims under this Article shall not be borne by the claimant nor any DIO or HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant. The costs incurred by an HTO acting on behalf of a claimant shall not be the responsibility of the NWMB. ARTICLE 7: OUTPOST CAMP (Page 65 of Inuit may establish outpost camps in Parks and Conservation Areas, except where the establishment of such camps is necessary in the required in Sections of the Park or Conservation Area management plan required in Sections of the Park or Conservation Area management agency. Upon request by potential occupiers of outpost camps or by a DIO on their behalf, governmental owners of lands in the Nunavut Settlement Area sto implement the intent of this section. The term shall be for five years or such longer per	and wildlife products available as a consequence of a kill or as recoverable in an inanimate form. The conditions referred to in Sub-sections 5.8.1(a) and (b) in relation to sports lodges and naturalist lodges shall apply. Procedures and time periods conforming to current practice and comparable to those set out in Schedule 5-6 shall apply. Inuit representatives referred to in Section 5.9.2 shall be nominated by a DIO. Responsibility retained by NTI ARTICLE 6: WILDLIFE COMPENSATION (Page 62 of NLCA) A claimant, or a DIO or HTO 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 30 days, the developer or the claimant, or a DIO or HTO on behalf of the claimant. The costs incurred by the Tribunal in determining claims under this Article shall not be borne by the claimant nor any DIO or HTO acting on the half of a claimant. The costs incurred by an HTO acting on the half of a claimant shall not be the responsibility of the NWMS ARTICLE 7: OUTPOST CAMP (Page 65 of NLCA) Inuit may establish outpost camps in parks and Conservation Areas, except where the establishment of such camps is inconsistent with the requirements of the Park or Conservation Area management plan required in Sections 8.4.13 and 9.3.7. Site locations shall be determined as provided by an IIBA between the DIO and the appropriate management agency. Upon request by potential occupiers of autpost camps. The lands may be provided under lease or by licence of catablishing outpost camps. The lands may be provided under lease or by the DIO on their behalf, shall not be unreasonably withheld. Where an outpost camp is requised to restablishment in Parks and Conservation Areas, Section 7.2.4 will apply. ARTICLE 8: PARKS (Page 69 of NLCA) It is desirable to establish National Park in North Baffli shall not be unreasonably withheld. Where an outpost camp is requised to the stablishment in Parks and Conservation of an IBA part with the requirement Area to complete representation

DIO Master List Page 3 of 21

NLCA#	Description of Section	NTI Resolution #	Designated t
	dispose of the land, or		8
	(ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Government of Canada intends to remove the lands from National Park status solely for the purpose of establishing its own facilities or operations on the lands in question.		
3.3.2 (b)	Where the Territorial Government at any time intends to re-draw the boundaries of a Territorial Park, or otherwise act, so as to remove lands from a Territorial Park, it shall:	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's
	(b) offer the lands to a DIO		
	 (i) at a favourable price where the Territorial Government intends to dispose of the lands, or 		
	(ii) at the election of the DIO, in exchange for a comparable amount of Inuit Owned Lands; but this election shall not apply in circumstances where the Territorial Government intends to remove the lands from Territorial Parks status solely for the purpose of establishing its own facilities or operations on the lands in question.		
8.3.9	When the Territorial Government and the affected DIOs agree, they may negotiate Inuit participation in the planning and management of Territorial Parks on a Regional or by a Territorial Park category basis.	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's
8.3.11	In the event that the proposed Katannilik Territorial Park is not established prior to the date of ratification of the Agreement, the DIO shall have the right to acquire, as Inuit Owned Lands in the form described in Sub-section 19.2.1(b), any or all of Inuit Lands Identification Parcels LH-25K-O1, LH-25K-O1(SSO1) and LH-25N-O1 as shown on the two maps titled Inuit Lands Identification Parcels on deposit with the registrar in exchange for an equal amount of Inuit Owned Lands within the South Baffin Land Use Region as defined in Schedule 19-3.	QIA B97/12-18	QIA
8.4.3	Where the Government of Canada, the Territorial Government and the DIO are agreeable, the Territorial Government may be made a party to the negotiation and conclusion of an IIBA pertaining to a National Park.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
8.4.4	Prior to the establishment of a Park in the Nunavut Settlement Area, the Government responsible for the establishment of the Park, and in the case of the Government of Canada, the Canadian Parks Service in concert with other affected federal government agencies, and a DIO shall negotiate, in good faith, for the purpose of concluding an IIBA. An IIBA negotiated under this Article shall include any matter connected with the proposed park that would have a detrimental impact on Inuit, or that could reasonably confer a benefit on Inuit either on a Nunavut-wide, regional or local basis. In particular, but without limiting the generality of the foregoing, the matters identified in Schedule 8-3 shall be considered appropriate for negotiation and inclusion within an IIBA in relation to a Park.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
8.4.5	If the Government responsible for the establishment of the Park and the DIO cannot agree on the terms of an IIBA in a reasonable period of time, they shall select a conciliator who shall submit a report to the Minister, for his consideration and decision. The obligation to conclude an IIBA with respect to any proposed Park, shall endure only as long as the other party is acting in good faith and reasonably. This Section shall not derogate from the requirement of Sections 8.4.11 to 8.4.14.	QIA AGM94/12-22 KIT 97/12-16 KIV B97/12-17	3 RIA's
8.4.6	With respect to Territorial Parks that have been established prior to and continue to exist at the date of ratification of the Agreement, the Territorial Government and DIO are obligated to conclude an IIBA prior to the fifth anniversary of the date of ratification of the Agreement.	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's
8.4.9	A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's

DIO Master List Page 4 of 21

NLCA#	Description of Section Nunavut Settlement Area.	NTI Resolution #	Designated to:
8.4.11	A joint Inuit/Government parks planning and management committee ("the Committee") shall be established through an IIBA when requested either by Government or a DIO. The Committee shall consist of equal numbers of members appointed by the appropriate DIO and the appropriate territorial or federal Minister responsible for Parks. There shall be separate committees for Territorial and National Parks.	QIA AGM94/12-22 KIT 97/12-16 KIV B97/12-17	3 RIA's
	ARTICLE 9: CONSERVATION AREAS (Page	80 of NLCA)	
9.3.2	The establishment, disestablishment or changing of the boundaries of Conservation Areas related to management and protection of wildlife and wildlife habitat shall be subject to the approval of the NWMB pursuant to Sub-section 5.2.34(a). Conservation Areas shall be co-managed by Government and the DIO as provided in Section 9.3.7.	QIA B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
9.3.7	Sections 8.4.11 and 8.4.12 shall apply in like manner to Conservation Areas except that where an IIBA is not concluded in the process of establishing a Conservation Area, the Committee referred to in those sections shall be established when requested by Government or a DIO.	Q!A B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
9.5.2	The Territorial Government shall, within five years of the date of ratification of the Agreement, coordinate the preparation of a management plan to jointly conserve and manage the Thelon Game Sanctuary. This shall entail applying the process set out in Sections 8.4.11 and 8.4.12 for that part of the Sanctuary in the Nunavut Settlement Area, and coordinating that process with a process applicable in that part of the Sanctuary which is outside the Nunavut Settlement Area. The Thelon Game Sanctuary Management Plan shall be based on recommendations of the DIO and affected communities. This plan shall be subject to the approval of the federal and territorial governments. No changes will be made to the status of the Thelon Game Sanctuary or its boundary, until the Sanctuary management plan is approved by the federal and territorial governments. Following approval of the Sanctuary management plan, proposals to change the boundary of the Thelon Game Sanctuary, to disestablish the Sanctuary, or to alter its status shall be subject to joint public review by the NWMB and the agency having jurisdiction over management and protection of wildlife and wildlife habitat in that part of the Sanctuary which is outside the Nunavut Settlement Area. Section 9.3.2 applies to any decision of the NWMB respecting that part of the Sanctuary that is within the Nunavut Settlement Area.	B97/05-21	KIV
9.6.3	Inuit participation in the planning and management of Conservation Areas may be negotiated on a regional and site category basis where so agreed by the DIO and the Government responsible for the establishment of those Conservation Areas.	QIA B97/12-18 KIT B03/05-19 KIV B03/05-20	3 RIA's
A D	TICLE 10: LAND AND RESOURCE MANAGEMENT INSTI	TUTIONS (Page 85	of NLCA)
10.6.2	The consolidation and reallocation powers outlined in Section 10.6.1 shall come into effect three years after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such consolidation or reallocation shall require the prior written approval of the DIO.	Responsibility retained by NTI	NTI Responsibility
10.7.1 (a)	Notwithstanding any other provision of the Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute vary from the provisions of the Agreement relating to the institutions referred to in section 10.1.1, with respect to the following administrative matters: (a) the total number of members, provided that the number to be appointed upon nomination by a Designated Inuit Organization (DIO) respects the membership ratio and the opportunity for regional representation;	retained by NTI	NTI Responsibility
10.7.3	The powers to vary referred to in Sections 10.7.1 and 10.7.2 shall come into effect one year after the establishment of the relevant institutions referred to in Section 10.1.1. In the period prior to these powers coming into effect, such variance shall require the prior written approval of the DIO.	Responsibility retained by NTI	NTI Responsibility
10.8.1	Government shall consult closely with the DIO and the relevant institution referred to in Section 10.1.1 prior to taking any initiative under Sections 10.6.1, 10.7.1 or 10.7.2. The appropriate DIO or institution shall, upon	Responsibility retained by NTI	NTI Responsibility

DIO Master List Page 5 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	request, be given an audience with the appropriate Minister as part of such consultation.		
	ARTICLE 11: LAND USE PLANNING (Page 9		
11.4.1 (c)	A Nunavut Planning Commission (NPC) shall be established with the major responsibilities to: (c) generally, fulfill the objectives of the Agreement in the manner described, and in accordance with the general principles mentioned in Section 11.2.1, as well as such additional functions as may be agreed upon from time to time by Government and the DIO.	Responsibility retained by NTI	NTI Responsibility
11.4.4 (m)	Consistent with the Agreement, the NPC shall: (m) report annually to the Ministers and the DIO on the implementation of land use plans.	Responsibility retained by NTI	NTI Responsibility
11.4.5	The size and makeup of the membership of the NPC may vary, but the Government of Canada and Territorial Government shall each recommend at least one member and the DIO shall nominate a number of members equal to the total number recommended by Government. The NPC members shall be appointed by the Minister of Indian Affairs and Northern Development from the above-noted recommendations and nominations.	Responsibility retained by NTI	NTI Responsibility
11.4.8	The DIO shall have the right to substitute from time to time alternates for its nominated members in order to ensure appropriate representation from the region for which planning is being conducted at any one time. Such alternates shall be appointed in a manner consistent with Section 11.4.5.	Responsibility retained by NTI	NTI Responsibility
11.4.17 (b)	In conducting its hearings, the NPC shall: (b) allow standing at all hearings to a DIO.	Responsibility retained by NTI	NTI Responsibility
11.5.3	The NPC shall prepare a draft land use plan in accordance with Section 11.5.4 and, upon completion, shall make the draft land use plan public and solicit written and oral comments from all appropriate federal and territorial government agencies, DIOs, communities and the general public.	Responsibility retained by NTI	NTI Responsibility
11.6.1	Government, a DIO, or any person affected by a plan, may propose amendments to the plan to the NPC.	Responsibility retained by NTI	NTI Responsibility
- Constitution of Constitution	ARTICLE 12: DEVELOPMENT IMPACT (Page	102 of NLCA)	
12.2.4	NIRB shall carry out such other functions as are identified or contemplated in the Agreement, and such additional functions as may be agreed to from time to time by a DIO and the Government of Canada or Territorial Government or as may be set out in legislation.	Responsibility retained by NTI	NTI Responsibility
12.2.6 (a)	NIRB shall be a board composed of nine members, one of whom shall be the chairperson. The members shall be appointed as follows: (a) four members shall be appointed by the federal Minister responsible for Northern Affairs, upon nomination by the DIO;	Responsibility retained by NTI	NTI Responsibility
12.2.14	Legislation may authorize NIRB to constitute itself into panels consisting of two or more NIRB members. Such panels shall be composed of an equal number of Government and DIO nominees. Legislation may authorize the NIRB to delegate to a panel all or any powers of the NIRB, including the right to hold hearings.	Responsibility retained by NTI	NTI Responsibility
12.2.24 (b)	In designing its by-laws and rules of procedure for the conduct of public hearings, NIRB shall: (b) with respect to any classification of intervenors, allow full standing to a DIO.	Responsibility retained by NTI	NTI Responsibility
12.6.2	For a project proposal within the Nunavut Settlement Area, the Minister of the Environment shall be free to appoint members to a panel in accordance with the Minister's general practice, except that at least one quarter of the panel members shall be appointed from a list of nominees given to the Minister of the Environment by the DIO, and at least one quarter from a list of nominees given to the Minister of the Environment by the appropriate Territorial Government Minister. Nothing shall prevent the DIO or the Territorial Government Minister from nominating candidates who are already members of NIRB.	Responsibility retained by NTI	NTI Responsibility

DIO Master List Page 6 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
12.6.3	When a project proposal would take place both inside the Nunavut Settlement Area and an adjacent area used by another aboriginal group or groups, at least one quarter of the panel members shall be appointed from nominees of the DIO and the other relevant aboriginal group or groups, in accordance with any agreement between the DIO and the other aboriginal group or groups.	Responsibility retained by NTI	NTI Responsibility
12.8.2	NIRB may on its own account or upon application by a DIO, the proponent, or other interests, reconsider the terms and conditions contained in the NIRB 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.	Responsibility retained by NTI	NTI Responsibility
12.10.5	In addition to any person or body that is recognized by laws of general application as having standing to seek a court determination, a DIO shall have standing before an appropriate court: (a) to seek a determination as to whether any term or condition contained in a NIRB certificate has been implemented, and any remedy deemed appropriate by the court if the term and condition has not been implemented; (b) to obtain a court order compelling a person to do or prohibiting a person from doing whatever that person is, by any licence, approval, permit or contract implementing any terms or conditions of a NIRB certificate, required to do or prohibited from doing; or (c) to seek judicial review of decisions and orders, whether interim or final, made pursuant to this Article.	Responsibility retained by NTI	NTI Responsibility
12.11.1	NIRB may upon request by Government or, with the consent of Government, upon request by a DIO, review a project proposal located outside of the Nunavut Settlement Area which may have significant adverse ecosystemic or socio-economic effects on the Nunavut Settlement Area.	Responsibility retained by NTI	NTI Responsibility
	ARTICLE 13: WATER MANAGEMENT (Page	23 of NLCA)	
13.3.1 (a)	The NWB shall be composed of nine members. The members shall be appointed as follows: (a) four members shall be appointed by the Minister of Indian Affairs and Northern Development upon nomination by a DIO;	Responsibility retained by NTI	NTI Responsibilit
13,3.5	Where a vacancy occurs, a replacement member may be nominated or appointed for the remainder of the term of the vacant member by the DIO nominating the member under paragraph 13.3.1(a) or by the Minister appointing the member under paragraphs 13.3.1(b) or (c). Upon receiving the nomination, the Minister shall appoint the replacement member pursuant to Section 13.3.1.	Responsibility retained by NTI	NTI Responsibilit
13.3.6	Legislation may authorize the NWB to constitute itself into panels consisting of two or more NWB members. Such panels shall be composed of an equal number of government and DIO nominees. Legislation may authorize the NWB to delegate to a panel all or any powers of the NWB including the right to hold hearings and grant approvals.	Responsibility retained by NTI	NTI Responsibilit
	ARTICLE 14: MUNICIPAL LANDS (Page 13	l of NLCA)	
14.6.1 (b)	Nothing in this Article shall be construed so as to prevent the variance of a municipal boundary or the creation of a new municipality after the date of ratification of the Agreement. Such variance of a municipal boundary or creation of a new municipality shall not:	QIA B97/12-18 KIT B03/05-19 KIV	3 RIA's
	 (b) include Inuit Owned Lands without the written permission, conditional or otherwise, of a DIO; or 		

Page 7 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to
14.10.1	In the event that a Municipal Corporation no longer exists, its Municipal Lands are abandoned and its Municipal Lands are not required for government purposes the DiO shall have a right of first refusal: (a) to purchase the lands; or (b) at the election of the DiO, to exchange the lands for Inuit Owned Lands of	QIA B97/12-18 KIT B03/05-19 KIV B97/12-17	3 RIA's
	comparable value; when Government and the DIO cannot agree on the lands		Į,
	to be exchanged, the matter shall be resolved pursuant to Article 38.		
72.2.2	ARTICLE 19: TITLE TO INUIT OWNED LANDS (P		2 20141
19.2.3	Where a third party holds a mineral interest from the Crown in relation to lands, title to which is held by Inuit in the form referred to in Sub-section 19.2.1(a) or (b), the third party shall have the right to remove, work and use all or any specified substances in the lands subject to that mineral interest in the course of exercising the rights accorded by the interest, provided that such removal, working or use is strictly incidental to the working of the interest. No compensation shall be payable by the third party to the DIO for such specified substances except:	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
	(a) as may be provided under Part 7 of Article 21; and (b) where the specified substances are used for a purpose not directly related		
19.2.4	to the exercise of that mineral interest. Any dispute as to the amount of any compensation payable or the circumstances in which it becomes payable under Section 19.2.3 may be referred by either the DIO or the third party to the Tribunal for resolution.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.3.1	Upon ratification of the Agreement, the Inuit Owned Lands totalling an area at least equal to the amounts specified in Schedules 19-2 to 19-7 and shown on the maps titled Inuit Owned Lands, Ownership Map, in the series Nos. I to 237 shall vest in the DIO in the form indicated on those maps and in accordance with the descriptions on those maps.	QIA B93/07-08 KIT B03/05-19 KIV B93/07-08	3 RIA's
19.3.4	The registrar shall record the fact of the vesting of title in the DIO of the Inuit Owned Lands referred to in Section 19.3.1 as soon as possible after the date of ratification of the Agreement.	QIA B93/07-08 KIT B03/05-19 KIV B93/07-08	3 RIA's
19.4.1	Government shall grant to the DIO, as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b), the lands described in an item of Part 1 or II of Schedule 19-8: (a) in the case of Part I of the Schedule, six months after (i) the DIO provides Government with a letter obtained from the lessee referred to in that item stating that the lessee consents to its lease being located on Inuit Owned Lands, or (ii) the lease referred to in that item terminates, whichever event first occurs, on the condition the consent is given or the lease terminates within two years of the date of ratification of the Agreement; and (b) in the case of Part II of the Schedule, when Government declares the lands to be surplus to its needs and the DIO pays Government their fair market value.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.4.2	The lands described in an item of Part III of Schedule 19-8 shall vest in the DIO as Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b) on the date or event specified in that item.	KIT B97/12-16 KIV B97/12-17 QIA B03- 05-18	3 RIA's
19.5.1	Any portion of the lands in Pangnirtung described in an item of Schedule 19-9 shall become Inuit Owned Lands in the form referred to in Sub-section 19.2.1(b) when the DIO acquires the fee simple interest to that portion at no cost to Government.	QIA B03/05-18	QIA
19.6.1	The DIO shall grant to Government, at no cost to Government, for microwave repeater structures to be established as part of the North Warning System,	QIA B97/12-18 KIT B97/12-16	QIA and KIT

DIO Master List Page 8 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to
	(a) its full interest in the parcels of Inuit Owned Lands specified in Part 1 of Schedule 19-10, and		
	(b) up to two easements on the parcels of Inuit Owned Lands specified in Part II of Schedule 19-10,		
	upon receipt by the DIO from Government of a description of the more precise locations of these parcels and that easement. Government shall survey the parcels granted under Sub-section (a).		
19.6.2	The Inuit Owned Lands described in an item of Part III of Schedule 19-10 shall become subject to an easement, at no cost to Government, as a route for the winter resupply of the North Warning System between the places referred to in that item upon:	QIA B97/12-18 KIT B97/12-16	QIA and KIT
	(a) agreement between Government and the DIO granting to Government that easement; or		
	(b) determination by an arbitration panel pursuant to Article 38 of the location of that easement and of the terms and conditions of use for that easement.		
19.6.3	The Inuit Owned Lands described in an item of Schedule 19-11 are subject to the easement described in that item except that the more precise location of the easement and the terms and conditions of its exercise may be determined by: (a) agreement between Government and the DIO; or	QIA B97/12-18 KIT B97/12-16 KIV B03/05-20	3 RIA's
	(b) an arbitration panel, pursuant to Article 38, at the request of Government or the DIO.		
19.7.1	Subject to Section 19.7.2, title to Inuit Owned Lands shall not be conveyed, transferred or otherwise disposed of by the DIO except to another DIO or the Government of Canada or as otherwise provided in the Agreement.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.7.2	Within a municipality, title to Inuit Owned Lands may be conveyed, transferred or otherwise disposed of by the DIO to the Government of Canada, Territorial Government or a Municipal Corporation as appropriate.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.7.3	Sections 19.7.1 and 19.7.2 shall not be construed as preventing the grant of leases, licences or any other interest less than fee simple title in or over Inuit Owned Lands by the DIO.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.8,1	Government shall prepare, and, within two years of the date of ratification of the Agreement, complete at no cost to the DIO, descriptive map plans for all Inuit Owned Lands vesting pursuant to Section 19.3.1 or Sub-section 19.4.1(a) that have not been surveyed and that are not required to be surveyed pursuant to Sub-section 19.8.8(d).	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.8.4	Upon approval by the DIO and Government, the descriptive map plans prepared pursuant to Section 19.8.1 shall be jointly delivered by the Parties to the registrar at no cost to the DIO and shall, immediately upon delivery, become the property descriptions of Inuit Owned Lands, replacing the initial property descriptions, effective as of the date of ratification of the Agreement.	QIA B97/12-18 KIT B03/05-19	QIA and KIT
19.8.5	Upon delivery pursuant to Section 19.8.4 of any descriptive map plan for any parcel of Inuit Owned Lands that vests under Section 19.3.1 or Sub-section 19.4.1(a), the Minister shall deposit with the registrar a notification that the parcel of Inuit Owned Lands has been vested in the DIO and this notification shall be accepted by the registrar and dealt with in all respects, including the issuance of a certificate of title, as if it were letters patent in favour of the DIO, even if there is no plan of survey and regardless of the size of the parcel.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.8.7	After deposit of a notification under Section 19.8.5, a notice to the registrar from a DIO in which title to Inuit Owned Lands is vested that another DIO 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 DIO to the other DIO.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.8.8 (a)	The majority of Inuit Owned Lands will not require surveys to determine the boundaries, however: (a) the boundaries or part of the boundaries of Inuit Owned Lands shall be	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's

Page 9 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	surveyed by Government when the DIO and Government agree that surveys are required to avoid or resolve conflicts with another title or interest holder;		
19.8.12	Where a legal survey is completed for any boundary or any part of a boundary of Inuit Owned Lands, the plan of survey, when signed by the DiO 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 date of ratification of the Agreement.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3.RIA's
19.8.18	Any disputes as to boundaries between a holder of a recorded mineral claim described in Sub-section 19.8.17(a) or (b) and the holder of an interest created by the DIO in Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) shall be resolved in accordance with the provisions of the Canada Mining Regulations in existence at the date of ratification of the Agreement.	Responsibility retained by NTI	NTI Responsibili
19.9.1	Following the date of the ratification of the Agreement, Government shall notify the DIO of the discovery of any deposits of carving stone on Crown lands.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.9.2	Following the date of the ratification of the Agreement, the DIO shall, subject to Government obligations respecting third party rights, have the right: (a) to obtain an exclusive quarry lease to significant deposits of carving stone; or (b) to acquire title to the land containing significant deposits of carving stone in exchange for other Inuit Owned Lands. Lands acquired under Sub-section (b) shall be Inuit Owned Lands.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.9.3	If Government and the DIO cannot agree on the lands to be exchanged pursuant to Sub-section 19.9.2(b), the matter shall be referred to arbitration pursuant to Article 38.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.9.5	In the event of any conflict between a DIO holding a permit or a lease to quarry carving stone and a person who has rights to explore for, develop or produce minerals other than specified substances, the conflict in respect of those rights shall be resolved by the Tribunal.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.9.6	No person other than a DIO may be granted a permit or a lease to quarry carving stone on Crown lands for carving purposes, or to dispose of carving stone for carving purposes.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.10.1	The DIO shall reimburse the Territorial Government for the costs listed in Schedule 19-14, being costs incurred before the date of ratification of the Agreement in the development of each of the parcels of Inuit Owned Lands that are specified in the Schedule, payment to be made at the time that a development permit is issued in respect of that parcel.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
19.11.1	The vesting of title under Section 19.3.1 in respect of (a) parcel RE-28/46O,P on the Melville Peninsula is subject to any surface disturbances or improvements created, before the date of ratification of the Agreement, by Borealis Exploration Limited, and (b) Lot 52, Plan 737 (former RCMP post), Lake Harbour is subject to any improvements created, before the date of ratification of the Agreement, by the Royal Canadian Mounted Police, and Government is not liable to Inuit or the DIO for any loss or damage relating to or costs incurred in respect of those disturbances or improvements.	QIA B03/05-18 KIV B03/05-20	QIA and KIV
	ARTICLE 20: INUIT WATER RIGHTS (Page 10	9 of NLCA)	
20.2.1	In this Article, any rights vested in a DIO are vested in trust for the use and benefit of Inuit.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.2.2	Subject to the Agreement and any exception identified in the property descriptions of Inuit Owned Lands, the DIO shall have the exclusive right to the use of water on, in, or flowing through Inuit Owned Lands.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.2.4	Subject to Section 20.5.1, the DIO shall have the right to have water flow through Inuit Owned Lands substantially unaffected in quality and quantity	QIA B03/11-12 KIT B94/11-19 KIV	3 RIA's

DIO Master List Page 10 of 21

NLCA#	and flow. Description of Section	NTI Resolution # B03/11-13	Designated to
20.3.1	No project or activity within the Nunavut Settlement Area which may substantially affect the quality of water flowing through Inuit Owned Lands, or the quantity of such water, or its flow, shall be approved by the NWB unless the applicant for a licence has entered into a compensation agreement with the DIO for any loss or damage which may be caused by the change in quality, quantity or flow of the water or the NWB has made a determination in accordance with Section 20.3.2.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.3.2	The applicant and the DIO shall negotiate in good faith for the purpose of reaching an agreement on compensation referred to in Section 20.3.1, but in the event that they are unable to reach agreement, either may refer the determination of the appropriate compensation to the NWB, and the decision of the NWB shall be binding.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.3.4	Unless otherwise agreed by the DIO and the applicant, all awards shall provide for periodic payments and a periodic review for the purpose of adjustments, having due regard for the nature and duration of the water use. Costs of the DIO incurred in the determination process under Section 20.3.2 shall be borne by the applicant for water use unless otherwise determined by the NWB.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.4.1	Where a project or activity occurring outside the Nunavut Settlement Area but within the boundaries of the Northwest Territories as they exist immediately prior to the date of ratification of the Agreement may substantially affect the quality of water flowing through Inuit Owned Lands, or the quantity of such water, or its flow, the project or activity shall not be approved by the competent water authority unless the applicant has entered into a compensation agreement with the DiO for any loss or damage that may be caused by that change in quality, quantity or flow, or unless such compensation has been determined in accordance with Section 20.4.2.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.4.2	The applicant and the DIO shall negotiate in good faith for the purpose of reaching an agreement on compensation referred to in Section 20.4.1, but in the event that they are unable to reach agreement, either may refer the determination of the appropriate compensation for a joint determination by the NWB and the competent water authority, and the joint decision shall be binding. The decision shall be governed by Sections 20.3.3 and 20.3.4. When the NWB and the competent water authority are unable to make a joint determination, compensation shall be determined by the judge of the appropriate court.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.5,3	Where an operator working on Inuit Owned Lands has obtained from the NWB a right to use water, the operator shall not be required to obtain the consent of the DIO to use that water, but the use shall be subject to the payment of compensation where required by Sections 20.3.1 to 20.3.3, and existing Inuit water uses will take priority over the operator's requirements for water in Inuit Owned Lands.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
20.7.1	The DIO shall have standing at all times in a court of competent jurisdiction to seek a determination of the authority of any person to use water in the Nunavus Settlement Area or to change the quality, quantity or flow of water.	QIA B03/11-12 KIT B94/11-19 KIV B03/11-13	3 RIA's
-127-10-1	ARTICLE 21 ENTRY AND ACCESS (Page 173		- Harly-Street
21.2.1	Except where otherwise provided in the Agreement persons other than Inuit may not enter, cross or remain on Inuit Owned Lands without the consent of the DIO.	QIA B97/12-18 KIT B94/11-19 KIV B03/05-20	3 RIA's
21.3.5	Where the DIO requires exclusive possession, the right of access referred to in Section 21.3.1, the right to harvest referred to in Section 21.3.2, and the right to cross Inuit Owned Lands referred to in Section 21.3.9 may be removed with the agreement of the DIO and Government.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.3.6	Where the DIO and Government agree, the right to harvest referred to in Section 21.3.3 may be removed.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.3.9	Members of the public may cross Inuit Owned Lands for the purpose of personal or casual travel, such as to go to or from their place of work or to or from a place of recreation. Whenever possible, crossings shall take place on routes designated by the DIO. The right to cross shall include the right to make any necessary stops.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's

DIO Master List Page 11 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
21.3.11 (b)	With the consent of the DIO, persons conducting research for public knowledge shall: (b) have a right of access to Inuit Owned Lands in accordance with terms and conditions imposed by the DIO, other than the payment of fees.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.5.2	Should Government, the Canadian Forces or the R.C.M.P. require continuing use or occupancy of Inuit Owned Lands for more than two years, including use for unmanned facilities, the DIO may require Government to obtain an interest in the land.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.5.5	In a case where more than insignificant damage may be caused to the land, or where there may be more than insignificant interference with Inuit use and quiet enjoyment of the land, Government shall consult the DIO and seek its agreement regarding the procedures for exercising government access under Sections 21.5.1 and 21.5.3. Where agreement cannot be achieved, the matter shall be referred to the Arbitration Board for the determination of such procedures pursuant to Article 38. Activities identified in Schedule 21-4 shall not be subject to the requirements of this Section.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.5.9	In the event that any person exercising access under Section 21.5.1 causes damage to Inuit Owned Lands, and Government and the DIO are unable to agree on compensation for damages, the matter shall be referred to the Arbitration Board, for the determination of liability and fixing of appropriate compensation pursuant to Article 38.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.5.12	Other than access for those manoeuvres referred to in Section 21.5.11, access onto and across Inuit Owned Lands and water on Inuit Owned Lands for each manoeuvre shall only occur after the negotiation and conclusion of an agreement with the DIO dealing with contact persons, consultation mechanisms and timing thereof and compensation for damages, which agreement may be amended from time to time. Land use fees shall not be charged.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.6.1	Notwithstanding anything in Sub-section 19.2.1(b), if Government requires sand and gravel and other like construction materials from Inuit Owned Lands for public purposes, but the DIO refuses to permit Government to take the said materials, Government may apply to the Tribunal for an entry order enabling the removal of such material.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.6.3	If an entry order is granted, Government shall pay the DIO, for the materials removed, the greater of: (a) \$1.00 per cubic metre, valued at the date of ratification of the Agreement and indexed 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.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.7.1	Where Inuit Owned Lands are subject to, (a) a third party interest other than an interest in minerals, or (b) a third party interest in respect of specified substances, in existence immediately before the vesting of the Inuit Owned Lands in the DIO, the third party interest shall continue in accordance with its terms and conditions, but the DIO shall assume the rights and obligations of the Crown in relation to any such interest. The DIO shall receive whatever consideration is paid or payable by the interest holder for the use or exploitation of these lands and specified substances in respect of any period following the date of	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21,7.2	Where Inuit Owned Lands held in the form referred to in Sub-section 19.2.1(a) are subject to a third party interest in minerals other than specified substances, in existence immediately before the vesting of the Inuit Owned Lands in the DIO, that interest shall continue in accordance with its terms and conditions, including rights granted to the interest holder under the legislation in force at the date of vesting pursuant to which the interest is held, or from any successor legislation applicable to similar interests on Crown lands. Any	Responsibility retained by NTI	NT1 Responsibility

DIO Master List Page 12 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	provisions of such successor legislation that would have the effect of diminishing the rights of the DIO shall only apply to Inuit Owned Lands with the consent of the DIO. The DIO shall receive whatever consideration is paid or payable by the interest holder for the use or exploitation of the minerals other than specified substances in respect of any period following the date of vesting.		
21.7.3	Every third party interest referred to in Section 21.7.2 shall continue to be administered by Government in accordance with legislation applicable to similar interests in Crown lands. Subject to any consent from the DIO required by Section 21.7.2, such legislation, including any successor legislation, shall be deemed to apply to the third party interest unless the holder of that interest and the DIO agree to the administration of that interest by the DIO. Upon notification by the interest holder and the DIO of such an agreement, the legislation shall no longer be deemed to apply to that interest and Government shall do whatever is required to transfer administration to the DIO.	Responsibility retained by NTI	NTI Responsibility
21.7.4	Subject to Section 21.7.5, all powers, discretions and authorities in relation to third party interests referred to in Section 21.7.2, affecting the interest of the DIO as title holder, shall be exercised by Government in consultation with the DIO.	Responsibility retained by NTI	NT1 Responsibility
21.7.5	Where Government has the discretion to reduce or waive a royalty payable by a third party interest holder referred to in Section 21.7.2, such discretion shall not be exercised without the written consent of the DIO.	Responsibility retained by NTI	NTI Responsibility
21.7.6	Government shall share with the DIO any information received from a third party interest holder referred to in Section 21.7.2 which that party is required to provide by legislation, where such information is required to permit the DIO: (a) to verify the consideration paid or payable to Government by the interest holder for the use or exploitation of the minerals other than specified substances; or (b) to participate in consultation with Government regarding third party	retained by N11	NTI Responsibility
21.7.7	interests as provided for in this Article. A DIO receiving any information or documentation pursuant to Section 21.7.6 shall not disclose that information or documentation.	Responsibility retained by NTI	NTI Responsibilit
21.7.9	A person having a right to prospect for minerals and whose activities are of a nature that would not require a land use permit under the Territorial Land Use Regulations (SOR/77-210, March 4, 1977) if they were conducted on Crown lands, shall have a right of access to limit Owned Lands, for the purpose of conducting those activities, with the consent of the DIO, and the DIO shall grant its consent if the activities are conducted in a manner consistent with the code for expedited prospecting access approved pursuant to Section 21.7.10.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.7.10	For the purpose of Section 21.7.9, the DIO shall propose, for review with Government and relevant industry organizations, a code to provide expedited prospecting access to Inuit Owned Lands, which code shall come into effect upon approval by Government and the DIO. The code shall reflect the need to provide confidentiality for prospectors.		
21.7.11	Except where the operator is exercising a right of access under Section 21.7.1 or 21.7.9, no operator may exercise the rights referred to in Section 21.7.8 until it has obtained the consent of the DIO for the exercise of surface rights to Inuit Owned Lands. If the operator is unable to obtain the consent of the DIO, it may apply to the Tribunal for an entry order for its required purpose.		V
21.7.14	Where the DIO has consented to permit a third party to cross Inuit Owned Lands for commercial purposes but they are unable to agree on appropriate compensation, the matter shall be referred to the Tribunal for resolution.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	
21.7.15	Where a person requires access across Inuit Owned Lands for commercial purposes, and is not otherwise covered in this Article, that person shall be permitted access, including on a seasonal basis where appropriate, with the consent of the DIO or, if such consent is not forthcoming after an arbitration panel, pursuant to Article 38, within 30 days of being presented with a request	B97/12-16 KIV	3 RIA's

Page 13 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	(a) has established that the person attempted for a period of not less than 60 days, to negotiate the access in good faith,		
	(b) has determined that the access is essential to the commercial purpose and access by any other means is physically or financially impractical, and		
	(c) has determined the route such access will follow so as to minimize the damage and interference with Inuit use.		
	and, based on the arbitration panel's findings, the Tribunal, in keeping with Part 8, has issued an entry order. The entry order shall include terms and conditions to minimize damage and interference with Inuit use.		
21.8.1	A DIO has the right to require Government to establish and maintain an independent Surface Rights Tribunal ("Tribunal") which shall, within the Nunavut Settlement Area:	Responsibility retained by NTI	NTI Responsibility
	(a) issue entry orders to operators to use and occupy lands to the extent necessary for their operations and subject to the payment of an entry fee to the owner or occupant in recognition of the forced nature of the taking, which fee shall be fixed by the appropriate legislation;		
	(b) hold hearings to determine compensation payable to the surface rights holders;		
	(c) periodically review the level of compensation payable under an entry order,		
	(d) terminate an entry order, after a hearing, where lands are no longer being used for the purpose authorized; and		
	(e) such other functions as may be provided for in the Agreement or legislation.		
21.8.2	Where the DIO is the surface title holder, it shall not be required to cover any of the costs of establishing or operating the Tribunal. Government may establish and maintain the Tribunal notwithstanding the absence of a demand from a DIO, provided that the Tribunal fulfills the functions described in Section 21.8.1.	QIA B03/05-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.8.3 (b, f, i, j)	In determining the amount of compensation payable to the DIO in respect of Inuit Owned Lands, the Tribunal shall consider,	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
	(b) loss of use to the DIO and Imuit,		
	(f) nuisance, inconvenience and noise to the DIO and Inuit,		
	 (i) an amount to cover reasonable costs associated with DIO inspections as deemed appropriate by the Tribunal, 		
	(j) an amount to cover reasonable costs to the DIO associated with the application for an entry order and its processing, and		
21.8.4	Prior to exercising an entry order on Inuit Owned Lands, the applicant shall be required to pay the DIO the entry fee and 80% of its last compensation offer made to the DIO before it submitted the matter to the Tribunal.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.8.5	The term DIO as used in Sections 21.8.3 and 21.8.4 shall include, where appropriate, any occupier of the land in question, and the Tribunal may apportion compensation between the DIO and the occupier.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.8.6	With regard to Inuit Owned Lands, the period for review under Sub-section 21.8.1(c) shall be the lesser of five years or whatever period is provided in legislation. The DIO and the applicant may jointly waive the requirement for review.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's
21.8.8	The Tribunal shall conduct its business in Canada's official languages as required by legislation or policy, and upon request of any DIO, also in Inuktitut.		ANY DIO

DIO Master List Page 14 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
21.9.4 (a, b)	Any expropriation legislation coming into force after the date of ratification of the Agreement shall, insofar as it applies to Inuit Owned Lands, provide for the following minimum procedures:	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
	(a) notice of intention to expropriate served on the DIO; (b) an opportunity for the DIO to object to the expropriation on the basis that		
	the expropriating authority has not complied with the expropriation legislation, and an opportunity to be heard on that objection; and		
21.9.5	Where the expropriating authority acquires an estate in fee simple, those lands shall no longer be Inuit Owned Lands. Lands acquired as compensation for expropriation shall be Inuit Owned Lands. Where lands which have been expropriated are no longer required, the DIO shall have an option for six months following such a determination to re-acquire those lands as Inuit Owned Lands. If the parties are unable to agree on a price, the matter shall be referred to the arbitration panel or committee referred to in Section 21.9.8.	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
21.9.7	The DIO shall not be required to take compensation in the form of alternate lands:	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
21.9.8 (a)	Where the DIO and the expropriating authority continue to disagree on compensation, and mediation, if provided for, fails, the final determination of any compensation payable shall be by arbitration:	QIA B97/12-18 KIT	3 RIA's and NTI Responsibility
	(a) as set out in Article 38, other than for expropriation under the National Energy Board Act; or		
21.9.9 (b, d, f, i, j)	In determining the amount of compensation payable to the DIO the arbitration panel or committee shall be guided by:	QIA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
	(b) loss of use to the DIO and Inuit;	13000000000000	
	(d) the adverse effect of the taking, upon lands retained by the DIO; (f) nuisance, inconvenience and noise to the DIO and Inuit;		
	(g) the cultural attachment of inuit to the land;		
	 (i) an amount to cover reasonable costs associated with DIO inspections as deemed appropriate by the arbitration panel or committee; 		
	(j) an amount to cover reasonable costs to the DIO associated with the arbitration; and		
21.9.11	In calculating the areas expropriated in Section 21.9.10, no account shall be taken of those situations in which the DIO accepted alternative lands pursuant to Section 21.9.6.	QfA B97/12-18 KIT B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
21.9.12	Where Government has a right under Section 21.9.1, as qualified by this Article, to expropriate Inuit Owned Lands which it requires for its public transportation purposes, Government need not pay compensation for the lands taken, except for improvements, up to an amount not exceeding,	B97/12-16 KIV B97/12-17	3 RIA's and NTI Responsibility
	(a) in respect of each Inuit Owned Lands Parcel, five percent (5%) of that Parcel, or		
	(b) two percent (2%) of Inuit Owned Lands in the Land Use Region, referred to in any of Schedules 19-2 to 19-7, where the lands taken are located.		
	Where lands taken under this Section are no longer required for the purpose for which they were taken, they shall revert to the DIO at no cost.		
	ARTICLE 22: REAL PROPERTY TAXATION (Pa	ge 189 of NLCA)	LANV DIO
22.2.5	Inuit Owned Lands shall not be subject to charge, pledge, mortgage, attachment, levy, seizure, distress or execution in respect of real property taxation for purposes of collection of tax arrears. The taxation authority may, however, execute upon all personal property of the DIO, or the Nunavut Trust,		ANY DIO

Page 15 of 21

NLCA#	Description of Section by way of seizure and sale or attachment, for purposes of collection of tax	NTI Resolution #	Designated to
- Harristan	arrears.		
22.2.6	Nothing in this Article, or in laws of general application, shall preclude a DIO and a municipal corporation from entering into a fee-for-services agreement to govern the supply of local government services to Inuit Owned Lands.		ANY DIO
22.2.7	No federal, territorial, provincial or municipal charge, levy or tax shall be payable in respect of the vesting in a DIO of lands pursuant to Section 19.3.1.		ANY DIO
	ARTICLE 23: INUIT EMPLOYMENT WITHIN GOVERNM	ENT (Page 191 of	NLCA)
23.2.2	In pursuit of this objective, Government and the DIO shall cooperate in the development and implementation of employment and training as set out in the Agreement.	Responsibility retained by NTI	NTI Responsibilit
23,5.1	The plans outlined in Part 4 will require special initiatives to provide some Inuit with skills to qualify for government employment. Government and the DIO shall develop and implement pre-employment training plans.	Responsibility retained by NTI	NTI Responsibilit
23.6.1	Recognizing that active participation of Inuit in the employment and training programs will be required in order to meet the objective set out in Part 2, the DiO shall, to the extent possible, undertake, with assistance from Government, to play a primary role in the establishment and maintenance of support measures to enhance the potential for success of the measures undertaken pursuant to this Article.	Responsibility retained by NTI	NTI Responsibilit
	ARTICLE 24: GOVERNMENT CONTRACTS (Pag	e 198 of NLCA)	1
24.3.2	The Government of Canada shall develop or maintain its procurement policies in close consultation with the DIO, and shall implement the policies through legislative, regulatory or administrative measures.	Responsibility retained by NTI	NTI Responsibilit
24.3.4	Subject to Section 24.9.2, the Territorial Government shall maintain preferential procurement policies, procedures and approaches consistent with this Article for all Territorial Government contracts required in support of Territorial Government activities in the Nunavut Settlement Area. The Territorial Government will consult with the DIO when developing further modifications to its preferential policies, procedures and approaches in order that the provisions of this Article may be met.	Responsibility retained by NTI	NTI Responsibilit
24.3.7	To support the objectives set out in Section 24.3.6, the Government of Canada and the Territorial Government shall develop and maintain policies and programs in close consultation with the DIO which are designed to achieve the following objectives: (a) increased access by Inult to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and (b) greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses.	Responsibility retained by NTI	NTI Responsibilit
24.4.1	In cooperation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area.	Responsibility retained by NTI	NTI Responsibilit
24.7.1	The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.	Responsibility retained by NTI	NTI Responsibility
24.8.1	The Government of Canada and the Territorial Government, in cooperation with the DIO, shall take the necessary measures to monitor and periodically evaluate the implementation of this Article.	Responsibility retained by NTI	NTI Responsibility
24.9.3	The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease within one year of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the	Responsibility retained by NTI	NTI Responsibility

DIO Master List Page 16 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	requirement to continue such provisions every five years or at such other times		
	as they may agree. ARTICLE 25: RESOURCE ROYALTY SHARING (P.	age 203 of NLCA)	
25.3.1	Government shall consult with the DIO on any proposal specifically 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	Responsibility retained by NTI	NTI Responsibility
	ARTICLE 26: INUIT IMPACT AND BENEFIT AGREEME	NTS (Page 206 of N	J RIA's
26.4.1	At least 180 days prior to the proposed start-up date of any Major Development Project, the DIO and the proponent, unless they otherwise agree, will commence negotiations, in good faith, for the purpose of concluding an IIBA.	B93/09-12	Jans
26.4.2	Where the proponent and the DIO agree on the contents of an IIBA, 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.		3 RIA's
26.5.1	At any time during the negotiations, the DIO and the proponent may submit any or all questions relating to the content of an IIBA to an arbitrator, in those cases where they can agree on the scope of the questions to be submitted and the identity of the arbitrator.	B93/09-12	3 RIA's
26.6.1	Where full agreement has not been reached, within 60 days after negotiation has been commenced, and where the DIO and the proponent are not engaged in voluntary arbitration, either party may apply to the Minister for the appointment of an arbitrator. The scope of the arbitration shall include the full range of benefits possible in an IIBA, unless the parties agree the range should be restricted.	B93/09-12	3 RIA's
26.6.2	In the event that a proponent or the DIO consider that the other party is not negotiating in good faith during the initial 60 days negotiation period referred to in Section 26.6.1, that party may immediately apply to the Minister for the appointment of an arbitrator. The arbitrator shall, within seven days of appointment, determine the validity of the allegation of bad faith. If the arbitrator upholds the allegation, the arbitrator shall proceed immediately in accordance with Section 26.6.4.	B93/09-12	3 RIA's
26.6.3	Within 15 days of an application to the Minister for the appointment of an arbitrator, an arbitrator shall be appointed with the approval of the parties negotiating the IIBA. If the parties cannot agree on the appointment of an arbitrator, the arbitrator shall be appointed by the Minister from a standing list of arbitrators which has been approved jointly by the DIO and by those	B93/09-12	3 RIA's
26.6.4 (a)	upholding an allegation of nad faith, shall:	f B93/09-12	3 RIA's
26.6.5	(a) ascertain the views and proposals of both the DIO and the proponent; Costs of the arbitrator and the parties shall be borne equally by the parties, unless otherwise determined by the arbitrator. Costs of the DIO incurred in arbitration dealing with compensation pursuant to Section 26,11.4 shall be borne by the proponent of the Major Development Project, unless otherwise determined by the arbitrator.	B93/09-12	3 RIA's
26.9.2	The negotiation and conclusion of an HBA shall be without prejudice to the participation by the DIO, any other limit organization, and any limit in any hearings or other proceedings of NIRB, the National Energy Board, or any other administrative agency, or to the enforcement or contesting of any decision or order of such agency.	B93/09-12	3 RIA's
26.10.1	Except where otherwise agreed by the proponent and the DIO, an IIBA shall provide for its renegotiation.		3 RIA's
26.11.1	The DIO and the proponent of a Major Development Project may agree that	B93/09-12	3 RIA's
	ARTICLE 27: NATURAL RESOURCE DEVELOPME	NT (Page 211 of NL	CA)
27.1.1	Prior to opening any lands in the Nunavut Settlement Area for petroleum exploration. Government shall notify the DIO and provide an opportunity for it to present and to discuss its views with Government regarding the terms an conditions to be attached to such rights.	retained by NTI	NTI Responsibili

NLCA#	Description of Section	NTI Resolution #	Designated to:
27.1.2	Prior to the initial exercise of rights in respect of exploration, development or production of petroleum on Crown lands in the Nunavut Settlement Area, and in order to prepare a benefits plan for the approval of the appropriate regulatory authority, the proponent shall consult the DIO, and Government shall consult the DIO, in respect to those matters listed in Schedule 27-1.	Responsibility retained by NTI	NTI Řesponsibilit
27.2.1	Prior to the initial exercise of rights in respect of development or production of	Responsibility	NTI Responsibilit
27.2.1	resources other than petroleum on Crown lands in the Nunavut Settlement Area, the proponent shall consult the DIO in respect to those matters listed in Schedule 27-1.	retained by NTI	N11 Kesponstonny
27.2.2	The consultation provided for in this Part shall balance the needs of the DIO for information, an opportunity for discussion among limit, and the needs of	Responsibility retained by NTI	NTI Responsibility
	Government and the proponent for timely and cost-effective decisions. ARTICLE 30: GENERAL TAXATION (Page 21)	O of NI CA)	
30.2.2	The cost of acquisition to an Inuk or to a DIO of any real property acquired	9 01 MLCA)	ANY DIO
30.2.2	under the Agreement, other than depreciable property, shall, for the purposes of the Income Tax Act, be deemed to be an amount equal to the fair market value thereof at the earlier of: (a) the time at which title to such property is registered in the name of the Inuk.		NAT DIO
	or the DIO; or		
	(b) any right or interest in such property is acquired by the Inuk or DIO.		
30.2.3	Where any real property acquired under the Agreement, other than depreciable property, is disposed of by a DIO (the "transferor")		ANY DIO
	(a) to an Inuk (the "transferee"), and such real property has not previously been disposed of by a DIO to another Inuk, or		
	(b) within ten years of the vesting of such property in a DIO, by that DIO to another DIO (the "transferee"),		
	the real property shall, for the purpose of the <i>Income Tax Act</i> , be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time, and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed.		
	ARTICLE 32: NUNAVUT SOCIAL DEVELOPMENT COUN	CIL (Page 223 of)	VLCA)
32,3,2	The Council shall be incorporated to operate as a non-profit DIO and its tax status shall be in accordance with laws of general application applicable from time to time.		NSDC
	ARTICLE 33: ARCHAEOLOGY (Page 226 o	f NLCA)	
33.4.2	The Trust shall be subject to control by its trustees who shall be nominated by the DIO. The trustees collectively shall have an appropriate balance of cultural awareness and technical expertise.	Responsibility retained by NTI	NTI Responsibility
- 1	ARTICLE 35: ENROLMENT (Page 235 of	NLCA)	
35.2.1	A DIO shall establish and maintain a list of Inuit (Inuit Enrolment List), and enrol thereon the names of all persons who are entitled to be enroled in accordance with this Article.	Responsibility retained by NTI	NTI Responsibility
35.3.4	A person who is entitled may transfer into the Agreement so long as that person gives up, for the duration of such transfer, the ability to benefit from or participate in a Canadian aboriginal land claims agreement out of which that person is transferring. The DIO shall determine the date upon which this provision comes into force with respect to beneficiaries or participants of any other Canadian aboriginal land claims agreements.	Responsibility retained by NTI	NTI Responsibility
	On or before the first anniversary of the date of ratification of the Agreement,	Responsibility	NTI Responsibility
35,4,4	the interim Enrolment Committees shall complete their determination as to which applicants are entitled to be enroled on the Inuit Enrolment List, and those applicants shall be enroled by the DIO on the Inuit Enrolment List.	retained by NTI	

DIO Master List Page 18 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
35.8.2	Inuit Enrolment List available to a member of the public on request. The DIO shall be responsible for co-ordinating the enrolment procedures set out in these provisions and permanently maintaining a complete and up-to-	Responsibility retained by NTI	NTI Responsibility
	date Inuit Enrolment List.		
	ARTICLE 37: IMPLEMENTATION (Page 247	of NLCA)	
37.3.2	The Implementation Panel shall be composed of four members: one senior official representing the Government of Canada, one senior official representing the Territorial Government and two individuals representing the DiO.	Responsibility retained by NTI	NTI Responsibility
37.3.3 (e, h)	The Implementation Panel shall: (e) attempt to resolve any dispute that arises between the DIO and Government regarding the implementation of the Agreement, without in any way limiting the opportunities for arbitration under Article 38 or legal remedies otherwise available;	Responsibility retained by NTI	NTI Responsibility
37.3,4	(h) prepare and submit an annual public report on the implementation of the Agreement including any concerns of any of the Panel members. The costs of the Implementation Panel shall be funded by the Government of Canada except that each of the governments and the DIO shall be responsible.	Responsibility retained by NTI	NTI Responsibility
	for the costs and expenses of its members.	EMINORYATE 1900	
37.5.1 (a)	The Nunavut Implementation Training Committee (NITC) shall be established within three months of ratification of the Agreement, and will consist of seven members to be appointed as follows:	B94/04-10	3 RIA's, Nunavut Trust, NTI
	(a) the Tungavik and four other DIOs shall each appoint one member, and	Responsibility	NTI Responsibility
37.8.1	The DIO shall establish an Implementation Training Trust.	retained by NTI	N11 Kesponsionny
37.8.2 (d)	The object of the Implementation Training Trust shall be to fund the functions of the NITC including: (d) the functions of the NITC, including the reasonable costs associated with the administration of the Trust, except that each Government and DIO shall be		NT1 Responsibility
	responsible for the costs and expenses of its own member. ARTICLE 38: ARBITRATION (Page 253 o	(NLCA)	
38.1.3	The Government of Canada, the Territorial Government and the DIO will consult and attempt to reach agreement as to the persons to be initially appointed by them jointly to the Board.	Responsibility retained by NTI	NTI Responsibility
38.1.4	If agreement is not reached within six months of the date of ratification of the Agreement for any or all of the nine appointments under Section 38.1.3, the remainder of appointments, upon request of the Government of Canada, the Territorial Government or the DIO, shall be made by a judge of the superior court having jurisdiction in the Nunavur Settlement Area.	Responsibility retained by NTI	NTI Responsibility
38.2.1 (a)	An arbitration panel shall have jurisdiction to arbitrate in respect of: (a) any matter concerning the interpretation, application or implementation of the Agreement where the DiO and Government agree to be bound by the decision; and	Responsibility retained by NTI	NTI Responsibility
38.3.8	The arbitration panel shall have jurisdiction to determine all questions of fact, and to make an award, including interim relief, payment of interest, and costs; but no costs shall be awarded against the DIO in any arbitration within Section 38.2.1 where the arbitration panel upholds the decision of the DIO.	Responsibility retained by NTI	NTI Responsibility
	ARTICLE 39: INUIT ORGANIZATIONS (Page	257 of NLCA)	
39.1.3	The Tungavik may, on such terms and conditions as it deems appropriate, designate an Organization as responsible for any power, function or authority of a DIO under the Agreement, where that Organization has the capability to undertake that power, function or authority.	Responsibility retained by NTI	NTI Responsibility
39.1.5	The Tungavik shall establish a public record of all Organizations designated under Section 39.1.3 and of all jointly designated organizations exercising powers of a DIO in accordance with Section 40.2.12, which record shall specify the powers, functions or authorities under the Agreement for which	Responsibility retained by NTI	NTI Responsibilit

DIO Master List Page 19 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
40.2.8	ARTICLE 40: OTHER ABORIGINAL PEOPLES (Pr Upon ratification of the Agreement, those lands described in Schedule 40-2,	QIA B03/05-18	QIA
	shall vest in the form indicated on the Maps referred to in that Schedule, in the DIO on behalf of and for the benefit of the Inuit of Nunavut and in Makivik on behalf of and for the benefit of the Inuit of Northern Quebec, as joint tenants and not as tenants in common.		
40.2.9	All provisions of the Agreement applying to Inuit Owned Lands except Part 3 of Article 19 but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands referred to in Section 40.2.8. Any power of a DIO under the Agreement in respect of Inuit Owned Lands in the Area of Equal Use and Occupancy shall be exercised and enjoyed jointly by the DIO and Makivik in respect of those jointly owned lands.	QIA B03/05-18	QIA
40.2.12	Notwithstanding Section 40.2.4 and subject to Section 40.2.13, in the Areas of Equal Use and Occupancy, the rights of the Inuit of Nunavut pursuant to Section 5.6.39 and Part 8 of Article 5 and to Articles 8, 9, 26, 33, 34 shall apply equally to the Inuit of Northern Quebec and the functions of a DIO pursuant to those Articles shall be exercised by an organization jointly designated by the Tungavik and Makivik to exercise those functions or, in the absence of such designation, by the DIO.	QIA B03/05-18	QIA
40,2,14	Notwithstanding Section 40.2.4, in the period after the Agreement is ratified and before a Northern Quebec Inuit Offshore Land Claims Agreement is ratified, Makivik, on behalf of the Inuit of Northern Quebec, shall appoint to the NWMB and shall nominate to each of the NPC, NIRB and the NWB, members equal to one half of those appointed or nominated by the DIO, which members shall be appointed in the same manner as members nominated by the DIO. Any member so appointed shall replace an equal number of members appointed or nominated by the DIO for decisions of the NWMB, NPC, NIRB and NWB that apply to activities that take place in the Areas of Equal Use and Occupancy, but shall not otherwise be considered to be or act as a member of those institutions.	QIA B03/05-18	QIA
40.2.25	In addition to any person or body that is recognized by laws of general application as having standing, a DIO on behalf of the inuit of the Nunavut Settlement Area and Makivik on behalf of the Inuit of Northern Quebec shall have standing before an appropriate court or other body to enforce this Part against the Crown or any person.	Responsibility retained by NTI	NTI Responsibility
40.4.10	In the event that there is any cabin of a member of a Band on Inuit Owned Land and that cabin existed on January 1, 1992, members of the Band may continue to use and occupy that cabin and the DIO shall, upon request of the Band Council accompanied by adequate evidence, relinquish to the Crown title to the site of the cabin. The obligation to relinquish title to the Crown shall not apply to any request made more than 2 years after the date of ratification. In the event of disagreement between the DIO and a Band Council regarding any matter concerning this section, either party may require the disagreement to be resolved pursuant to the territorial Arbitration Act. For greater certainty, the relinquishment to the Crown shall not have the effect of making the lands reserves within the meaning of the Indian Act.	Responsibility retained by NTI	NTI Responsibility
40.5,9	In the event that there is any cabin of a member of a Band on Inuit Owned Land and that cabin existed on January 1, 1992, members of the Band may continue to use and occupy that cabin and the DIO shall, upon request of the Band Council accompanied by adequate evidence, relinquish to the Crown title to the site of the cabin. The obligation to relinquish title to the Crown shall not apply to any request made more than 2 years after the date of ratification. In the event of disagreement between the DIO and a Band Council regarding any matter concerning this section, either party may require the disagreement to be resolved pursuant to the territorial Arbitration Act. For greater certainty, the relinquishment to the Crown shall not have the effect of making the lands reserves within the meaning of the Indian Act.		NTI Responsibility
	ARTICLE 41: CONTWOYTO LAKE LANDS (Pag	ge 273 of NLCA)	1 1000
41.1.1	Upon ratification of the Agreement, Government shall grant to the DIO fee simple title, including the mines and minerals that may be found to exist within, upon or under such lands, to the parcels of lands described in Schedule	KIT B98/08-04	KIT

DIO Master List Page 20 of 21

NLCA#	Description of Section	NTI Resolution #	Designated to:
	41-1.		The state of the s
41.1.3	Where the lands referred to in Section 41.1.1 are, immediately before the date of vesting of the lands in the DIO, subject to a right in minerals, other than specified substances, that:		KIT
	(a) is not a prospecting licence;		
	(b) was granted under the Territorial Lands Act or the Public Lands Grants Act, and		
	(c) was at June 12, 1992, enforceable against the Crown,		
	that right shall continue in accordance with its terms and conditions, including rights under the Territorial Lands Act or the Public Lands Grants Act in force at that date or under any successor legislation applicable to similar interests in Crown lands.		
41.1.4	Any provision of successor legislation referred to in Section 41.1.3 that would have the effect of diminishing the rights of the DIO shall only apply with the consent of the DIO.	KIT B98/08-04	KIT
41.1.7	The DIO shall receive from government whatever consideration is paid or payable to Government by the holder of a right continued by Section 41.1.3 for the use or exploitation of the minerals other than specified substances in respect of any period following the date of vesting.	KIT B98/08-04	KIT

Total Designations = 201

Page 21 of 21