

**Final Agreement on the
Creation of the Nunavik Regional Government**

January 19, 2011

**FINAL AGREEMENT ON THE
CREATION OF THE NUNAVIK REGIONAL GOVERNMENT**

Between **Makivik Corporation**, a corporation duly incorporated under Section 2 of the Act respecting the Makivik Corporation (R.S.Q., c. S-18.1), represented by its President,

Hereinafter referred to as "Makivik"

and The **Gouvernement du Québec**, represented by the ministre responsable des Affaires autochtones and by the ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne,

Hereinafter referred to as "Québec"

and The **Government of Canada**, represented by the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Metis and non-Status Indians,

Hereinafter referred to as "Canada"

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SIGNATORIES

PREAMBLE

- Whereas** the Inuit of Nunavik, as represented by Makivik and its predecessor entity the Northern Québec Inuit Association, in keeping with their aspirations as first expressed through the Fédération des Coopératives du Nouveau-Québec, have persistently pursued the establishment of a responsible and efficient government in Nunavik for all its residents;
- Whereas** negotiations undertaken by Québec to conclude this Final Agreement are in keeping with overtures it made in past years on many occasions to discuss self government in Nunavik, notably as articulated in the context of the Commission parlementaire sur les questions autochtones held in 1983 at the Assemblée nationale du Québec;
- Whereas** Canada has participated in previous discussions on the creation of a new form of government in Nunavik and, in keeping with its *Aboriginal self-government Policy* is prepared to conclude this Final Agreement;
- Whereas** Makivik, Québec and Canada signed during the summer of 2003 the *Negotiation Framework Agreement on the amalgamation of certain institutions and the creation of a new form of government in Nunavik*;
- Whereas** Makivik, Québec and Canada signed on December 5, 2007 the *Agreement-in-Principle concerning the amalgamation of certain public institutions and creation of the Nunavik Regional Government*;
- Whereas** Makivik, Québec and Canada recognize that it is necessary, in a first phase, to conclude this Final Agreement in order to amalgamate Kativik Regional Government, Kativik School Board and the Nunavik Regional Board of Health and Social Services into a unified entity for all residents of Nunavik, the Nunavik Regional Government;
- Whereas** Makivik, Québec and Canada agree that it is appropriate, in a second phase, subject to the Parties obtaining the necessary authorities, to undertake subsequent negotiations of a supplementary agreement or supplementary agreements which could provide, as the case may be, new powers to the Nunavik Regional Government, which could be inspired by the recommendations found in the 2001 Report of the Nunavik Commission entitled *Let Us Share*;

Therefore, the Parties agree to the following:

PART I
GENERAL PROVISIONS

1. DEFINITIONS

For the purposes of this Agreement, the Parties agree that the term:

"Administration" means the public service of the NRG;

"Amalgamation Date" means the date identified in Québec legislation on which the KRG, KSB, and NRBHSS cease to exist and are replaced by the NRG;

"Complementary Agreement" means an agreement to amend the James Bay and Northern Québec Agreement;

"Executive Council" means the elected body composed of five members responsible for the Administration of the NRG;

"JBNQA" means the James Bay and Northern Québec Agreement;

"KRG" means Kativik Regional Government constituted under Section 239 of *An Act respecting the Northern Villages and the Kativik Regional Government* (R.S.Q., c. V 6.1) pursuant to Section 13 of the JBNQA;

"KSB" means Kativik School Board constituted under Section 602 of *An Education Act for Cree, Inuit and Naskapi native persons* (R.S.Q., c. I-14) pursuant to Section 17 of the JBNQA;

"Minister" means the minister of the Gouvernement du Québec responsible for the overall relationship between the NRG and Québec, referred to in section 14.1;

"Naskapi Sector" means the Naskapi area of primary interest and the area of common interest for the Inuit and the Naskapis described respectively in Section 24.13.3A and 24.13.4A of the JBNQA as amended by Section 27 of Schedule 4 of the Complementary Agreement no. 1 to the JBNQA;

"NEQA" means the Northeastern Québec Agreement;

"NRBHSS" means Nunavik Regional Board of Health and Social Services constituted under Section 530.25 of *An Act respecting health services and social services* (R.S.Q., c. S-4.2) replacing the former Kativik Regional Council of Health and Social Services which had been created pursuant to Section 15 of the JBNQA;

"NRG" means the Nunavik Regional Government;

"Northern Village" means a Northern Village as established by *An act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1);

"Nunavik Assembly" means the elected body of the NRG;

"Nunavik Regional Government" means the unified entity that will be established as a result of the creation of a new form of government through the amalgamation of KRG, KSB, NRBHSS. This entity includes the Nunavik Assembly, the Executive Council and Administration;

"Parties" means Makivik, Québec and Canada;

"Territory" or "Nunavik" means the part of Québec territory located north of the 55th parallel of latitude except Category 1A lands and 1B lands of the Cree of Great Whale, as defined in the JBNQA and including Category 1B N lands of the Naskapi, as defined in the NEQA.

"Transition Guide" means the document entitled «Transition guide for the Transition Committee in relation to the creation of the Nunavik Regional Government» prepared by Makivik and Québec identifying the transition activities to be completed before the Amalgamation Date and grouping useful information to facilitate the work of the Transition Committee.

2. OBJECTIVE OF THIS AGREEMENT

The objective of this Agreement is to provide for the conditions for the creation and continued existence of the NRG for all residents of Nunavik by:

- a) as phase one, amalgamating three public institutions established following the JBNQA: KRG, KSB and NRBHSS, into a unified entity, the NRG;
- b) as phase two, subject to the Parties and NRG obtaining the necessary authorities, undertaking subsequent negotiations of a supplementary agreement or supplementary agreements which could provide, as the case may be, new powers to the NRG, which could be inspired by the recommendations found in the 2001 Report of the Nunavik Commission entitled *Let Us Share*.

3. OVERRIDING PRINCIPLES

This Agreement shall be consistent with the following overriding principles:

- Governance

- 3.1 The NRG shall be a public institution for all Nunavik residents, notably regarding the right to vote, eligibility for elected positions, access to programs and services.
- 3.2 The NRG shall comply with transparency rules and accountability principles and practices generally accepted in the public sector in Québec.
- 3.3 The NRG shall be accountable to the residents of Nunavik.
- 3.4 The NRG shall be implemented within the prevailing legal and economic realities of Québec and Canada. The NRG can also be liberal in approach and innovative in nature, to address the notion of a new form of government.
- 3.5 Taking into account the financial resources available, the NRG shall maintain and strive to improve the general quality and level of the existing public services provided to the Nunavik population.
- 3.6 Nothing in this Agreement shall be interpreted as affecting the access by Nunavik residents and organizations to Québec or Canada programs, services, funding or initiatives which apply or would normally apply to them, subject to the general criteria established from time to time for the application of such programs, services, funding or initiatives and general parliamentary approval of such programs, services, funding or initiatives.

- *Constitutional framework*

Charters

- 3.7 The *Canadian Charter of Rights and Freedoms (Constitution Act, 1982)* and the *Charter of Human Rights and Freedoms (R.S.Q., c. C-12)* shall apply to the NRG.

Distribution of powers

- 3.8 The NRG shall respect the jurisdiction of the *Assemblée nationale du Québec* and the jurisdiction of the *Parliament of Canada* provided for in the *Constitution Act, 1867*.
- 3.9 The NRG shall come under the jurisdiction of the *Assemblée nationale du Québec*.

Section 35 of the Constitution Act, 1982

- 3.10 This Agreement does not constitute a treaty within the meaning of Section 35 of the *Constitution Act, 1982*.

Non derogation: JBNQA and NEQA

- 3.11 Except as otherwise provided for in this Agreement, nothing in this Agreement shall derogate or be interpreted as derogating from the rights, privileges and benefits of the Inuit under the JBNQA.
- 3.12 The amalgamation of the KRG, KSB and NRBHSS shall not alter the constitutional protection of the rights enjoyed by the Nunavik Inuit under the JBNQA.
- 3.13 Nothing in this Agreement shall prejudice or be interpreted as prejudicing the legal status, rights or obligations of Makivik.
- 3.14 Nothing in this Agreement and in any amendment to the JBNQA pursuant to this Agreement, shall be interpreted as affecting, modifying or prejudicing:
- a) any of the rights, privileges and benefits of the Cree under the JBNQA or under any other agreement or undertaking which the Québec or Canada is a party;
 - b) any of the jurisdiction, authorities and responsibilities of the Cree Regional Authority, the Cree School Board, the Cree Board of Health and Social Services of James Bay, any Cree band, any other Cree local government or any Cree entity contemplated by the JBNQA.
- 3.15 Except as otherwise provided for in this Agreement, nothing in this Agreement, and in any amendment to the JBNQA or the NEQA pursuant to this Agreement shall be interpreted as affecting, modifying or prejudicing the rights, privileges and benefits of the Naskapi under the JBNQA and the NEQA or under any other agreement or undertaking to which Québec or Canada is a party.
- 3.16 Except as otherwise provided for in this Agreement, nothing in this Agreement shall be interpreted as affecting, modifying or prejudicing the rights and obligations of third parties as set out in the JBNQA and NEQA.
- 3.17 For greater certainty, nothing in this Agreement shall be interpreted as affecting, modifying or prejudicing the land, natural resources, wildlife and environment regimes established under the JBNQA and the NEQA.

- Application of laws

- 3.18 Laws of Québec and Canada shall continue to apply over the Territory.
- 3.19 The languages used in the NRG shall be in keeping with the existing laws, legal rights and obligations that are applicable to KRG, KSB or NRBHSS.
- 3.20 Except as otherwise provided for in this Agreement, nothing in this Agreement shall affect the presence of the institutions of Québec and Canada on the Territory.

4. INTERPRETATION

- 4.1 The preamble forms part of this Agreement. The preamble and the several Parts of this Agreement shall be read together and interpreted as one agreement.
- 4.2 In the event of conflict or inconsistency between this Agreement and the Québec legislation referred to in Section 6.7, this Agreement shall prevail.
- 4.3 This Agreement shall be written in Inuttitut, in French and in English. The French and English versions shall be the authoritative versions.

PART II

THE NUNAVIK REGIONAL GOVERNMENT

A. PHASE ONE

a) CREATION OF THE NUNAVIK REGIONAL GOVERNMENT

5. OBJECTIVE

The objective of the creation of the NRG is to set up an efficient governmental institution suited to the needs of all residents of Nunavik by:

- a) simplifying and making more efficient the management of public funds; and,
- b) improving the administrative operations and the delivery of services.

6. AMALGAMATION OF KRG, KSB AND NRBHSS

- Scope of the amalgamation

- 6.1 The KRG, KSB and NRBHSS shall be amalgamated in order to create the NRG.
- 6.2 On the Amalgamation Date, KRG, KSB and NRBHSS shall cease to exist and shall be replaced by the NRG.
- 6.3 All ordinances, by-laws, regulations, resolutions, decisions, administrative procedures of KRG, KSB, and NRBHSS shall remain in effect unless otherwise modified or abrogated by the NRG or by the Transition Committee referred to in Section 15.1.1.

- Implications of the amalgamation for other institutions

- 6.4 Nothing in this Agreement shall be interpreted as prejudicing the legal status, rights and obligations of the following institutions:
 - a) the Northern Villages as established by *An act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1);
 - b) the Inuulitsivik Health Centre and the Ungava Tulattavik Health Centre as established by *An Act respecting health services and social services* (R.S.Q., c. s-4.2);
 - c) the Education committees as established by Section 657 of the *Education act for Cree, Inuit and Naskapi native persons* (R.S.Q., c. I-14);
 - d) the Kativik Municipal Housing Bureau (KMHB) as established by *An Act respecting the Société d'Habitation du Québec* (R.S.Q., c. S-8);
 - e) the Katutjiniq Regional Development Council (KRDC) constituted under Part III of the *Companies Act* (R.S.Q., c. C-38) pursuant, under its original name, "Kativik Regional Development Council", to Section 23 of the JBNQA.

- 6.5 The relationship between the institutions referred to in Section 6.4 and the NRG shall be managed in conformity with the principles set below:
- a) The Northern Villages shall have the same relationship with, duties and obligations to, the NRG which existed between them and KRG prior to the Amalgamation Date. Unless otherwise decided by the Nunavik Assembly, the relationship between the Northern Villages and the NRG shall be the responsibility of the NRG's Department of Local and Regional Affairs or its successor.
 - b) The Inuulitsivik Health Centre and the Ungava Tulattavik Health Centre shall have the same relationship with, duties and obligations to, the NRG which existed between them and NRBHSS prior to the Amalgamation Date. Unless otherwise decided by the Nunavik Assembly, the relationship between the Inuulitsivik Health Centre and the Ungava Tulattavik Health Centre and the NRG shall be the responsibility of the NRG's Department of Health and Social Services or its successor.
 - c) The Education committees shall have the same relationship with, duties and obligations to, the NRG which existed between them and KSB prior to the Amalgamation Date. Unless otherwise decided by the Nunavik Assembly, the relationship between the Education committees and the NRG shall be the responsibility of the NRG's Department of Education or its successor.
 - d) The KMHB shall have the same relationship with, duties and obligations to, the NRG which existed between it and KRG prior to the Amalgamation Date. Unless otherwise decided by the Nunavik Assembly, the relationship between KMHB and the NRG shall be the responsibility of the NRG's Department of Local and Regional Affairs or its successor.
 - e) The KRDC shall have the same relationship with, duties and obligations to, the NRG which existed between it and KRG prior to the Amalgamation Date. Unless otherwise decided by the Nunavik Assembly, the relationship between the KRDC and the NRG shall be the responsibility of the NRG's Department of Local and Regional Affairs or its successor.

- Realization of the amalgamation

- 6.6 As soon as possible following the signing of this Agreement, the Parties undertake to conclude the first phase of the negotiation process by:
- a) developing a Complementary Agreement to the JBNQA to allow for the amalgamation of the KRG, KSB and NRBHSS; and
 - b) undertaking any other tasks required to create the NRG.
- 6.7 Québec undertakes to submit to the Assemblée nationale du Québec the draft legislation required to implement this Agreement and the Complementary Agreement. The legislation shall set the Amalgamation Date.
- Québec also undertakes to consult Makivik on the content of this draft legislation and to consult Makivik and the NRG regarding any subsequent amendment that may be made.
- 6.8. Canada undertakes to submit for approval the Order in Council required to implement the Complementary Agreement.

7. LEGAL STATUS

The NRG shall be a legal person established in the public interest. As such, it shall notably have the power to:

- a) negotiate and sign contracts, enter into agreements or any form of understanding;
- b) own, acquire, lease or alienate any immovable, property, equipment or goods;
- c) collect funds, issue obligations, make investments and expenses and contract loans;
- d) sue and be sued in any case and before any court.

8. POWERS AND RESPONSIBILITIES

8.1 The NRG shall be the successor entity to the KRG, KSB and NRBHSS. All the existing powers and responsibilities of KRG, KSB and NRBHSS shall be transferred to the NRG:

- a) The NRG shall exclusively assume, over the Territory, all the rights, obligations, powers, jurisdiction, privileges, duties, responsibilities, functions, contracts, agreements, liabilities, assets and resources of the KRG, including whatever competence it has in relation to local administration; transport and communications; police; workforce training and utilization. The NRG shall also assume any powers of the KRG that have been delegated by Quebec, its ministers or bodies.
- b) The NRG shall exclusively assume, over the Territory, all the rights, obligations, powers, jurisdiction, privileges, duties, responsibilities, functions, contracts, agreements, liabilities, assets and resources of the KSB, including KSB's jurisdiction and responsibility for preschool, elementary, secondary, post-secondary and adult education, and its powers and privileges regarding the development of programs, material, and criteria relating to the Inuit culture and the use of Inuttituu.
- c) The NRG shall exclusively assume, over the Territory, all the rights, obligations, powers, jurisdiction, privileges, duties, responsibilities, functions, contracts, agreements, liabilities, assets and resources of the NRBHSS, including the development and the implementation of the multi-year strategic plan concerning the region's health and social needs, the use of the resources in line with the objectives of the strategic plan and the allocation of the regional funding provided for the current operation of the health establishments and the community organizations of Nunavik, according to the allotment made by the Ministère de la Santé et des Services Sociaux du Québec.

8.2 The powers of the NRG concerning the conclusion of agreements shall be exercised in accordance with the following parameters:

- a) The agreements or class of agreements of NRG that are similar to those of KRG, KSB and NRBHSS that required the approval of Québec shall also require such approval. The process for approval of agreements of NRG shall be harmonized;

- b) Québec may, to such extent and subject to such conditions as it determines, exempt from the approval process referred to in paragraph 8.2 a) the whole or a part of an agreement or class of agreements that it will designate.
- c) The agreements or class of agreements of NRG that are similar to those of KRG, KSB and NRBHSS that are excluded from the approval process of Québec shall also be excluded from such approval process.
- d) Agreements concluded by the NRG and Québec shall not be considered as agreements relating to native affairs for the purpose of the *Act respecting the Ministère du Conseil exécutif* (L.R.Q., c.M-30);
- e) In accordance with intergovernmental mechanisms applicable in Québec, the NRG may with prior authorization from Québec, enter into agreement with another government in Canada or one of its departments or government agencies, or with a federal public agency. Québec may attach conditions as it determines to these authorizations. The Minister shall give an advisory opinion on the draft agreement before the decision on the application for authorization is made. Before the Amalgamation Date, Québec shall reevaluate its administrative process for examining agreements in order to ensure, for the purpose of their authorization, a rapid processing of the future agreements reached by the NRG.

9. STRUCTURE

The NRG shall be composed of:

- a) elected representatives constituting the Nunavik Assembly, where decisions are made;
- b) elected representatives constituting the Executive Council, who are also members of the Nunavik Assembly, and whose function is to implement the decisions of the Nunavik Assembly;
- c) an Administration amalgamating the administrations of the KRG, KSB and NRBHSS, which shall be under the authority of the Executive Council.

9.1 NUNAVIK ASSEMBLY

- General provisions

9.1.1 The Nunavik Assembly shall replace the Council of KRG, the Board of Commissioners of KSB and the Board of Directors of NRBHSS. The Nunavik Assembly shall assume all their rights, obligations, powers, jurisdiction, privileges, duties, responsibilities and functions.

9.1.2 The Nunavik Assembly shall be composed of 20 members:

- a) a representative elected in each of the 14 local electoral districts referred to in Section 10.4;
- b) four representatives who will sit on the Executive Council and who will be elected in the regional electoral district referred to in Section 10.4 by all the electors of the Territory;

c) one representative who will sit on the Executive Council and who will be elected as its Leader in the regional electoral district referred to in Section 10.4 by all the electors of the Territory;

d) one representative from the Naskapi Nation of Kawawachikamach referred to in section 10.15.

9.1.3 The Nunavik Assembly shall sit at least four times a year at the offices of the NRG, or in any Northern Village in Nunavik of its choosing. The first session of the Nunavik Assembly shall take place within one month following the Amalgamation Date.

9.1.4 All sittings of the Nunavik Assembly shall be public.

However, the Nunavik Assembly shall have the capacity to establish itself as a committee of the whole on an exceptional basis and, in doing so, shall be able to hold sessions or meetings that are not open to the public.

9.1.5 The quorum for a sitting of the Nunavik Assembly shall consist of a majority of the members.

All decisions of the Nunavik Assembly shall be made by majority vote.

Each member of the Nunavik Assembly shall have one vote. Any member representing a local electoral district of more than 2000 residents shall have an additional vote.

9.1.6 The Nunavik Assembly shall adopt "Standing Orders" to govern its operations and procedures. At a minimum, the Standing Orders must indicate that the agenda for every session of the Nunavik Assembly will be set out in an "Order Paper" which will provide notably for the following: statements by members of the Nunavik Assembly; introduction of resolutions, ordinances and regulations; presentation of documents, reports and petitions; question period for the members of the Nunavik Assembly and for the public.

9.1.7 The Nunavik Assembly may establish permanent or temporary committees.

- Members

9.1.8 The members of the Nunavik Assembly shall be sworn in as such by the Clerk of the Nunavik Assembly before being able to sit in the Nunavik Assembly.

For the initial election, the members of the Nunavik Assembly shall be sworn in as such by a member of the honorary tribunal referred to in Section 10.13 before being able to sit in the Nunavik Assembly.

9.1.9 Members of the Nunavik Assembly shall not occupy any of the following positions while in office:

- a) member of the Parliament of Canada;
- b) member of the Assemblée Nationale du Québec;
- c) member of the municipal council of a Northern Village;
- d) employee of the NRG.

An individual elected to the Nunavik Assembly who occupies any position identified in the paragraph above shall, before making the oath, resign from such position.

If a member of the Nunavik Assembly accepts any position identified in the first paragraph above during his term, he must resign from one or the other within thirty days and shall not be permitted to sit in the Nunavik Assembly until such resignation comes into effect.

9.1.10 The members of the Nunavik Assembly must act within the scope of the functions and powers conferred on them, and exercise the care, prudence and diligence that a reasonable person would exercise in similar circumstances; they must also act with integrity, honesty, loyalty and in the interest of the NRG and the residents of Nunavik.

9.1.11 No member of the Nunavik Assembly shall be subject to a civil proceeding for an act performed in good faith in the discharge of his functions.

The NRG shall assume the defence of any member of the Nunavik Assembly who is prosecuted for an act performed in the discharge of Nunavik Assembly functions.

- Speaker and Deputy Speaker

9.1.12 Following its election, the Nunavik Assembly shall appoint from its members individuals who will be the Speaker and Deputy Speaker of the Nunavik Assembly. Such appointment shall be done by way of a resolution adopted by the Nunavik Assembly.

The Speaker shall have the following responsibilities:

- a) chair the meetings of the Nunavik Assembly in a fair and unbiased manner;
- b) call to order, open, suspend, and adjourn the meetings of the Nunavik Assembly;
- c) declare the results of the votes of the Nunavik Assembly;
- d) preserve order and decorum of the Nunavik Assembly;
- e) abide by and enforce the Standing Orders of the Nunavik Assembly;
- f) in conjunction with the Clerk, ensure the Nunavik Assembly has the necessary support services;
- g) in conjunction with the Clerk, ensure that records of the proceedings, decisions of the Nunavik Assembly and documents tabled in the Nunavik Assembly are properly kept and available to the public;
- h) perform other duties as may be assigned by the Nunavik Assembly.

The Speaker may participate in the debate and vote as a member of the Nunavik Assembly, but he shall not have a deciding vote. In the case of a tie vote, the item shall be deemed to be defeated.

The Deputy Speaker shall perform all the duties of the Speaker whenever the latter is absent or unable to act.

In the event of a vacancy of the office of Speaker, the Nunavik Assembly shall elect a new Speaker and such election shall take precedence over all other business.

Members elected for positions on the Executive Council shall not be eligible to fill the positions of the Speaker and Deputy Speaker of the Nunavik Assembly.

- Clerk and Deputy Clerk

9.1.13 The Nunavik Assembly shall appoint, upon recommendation from the Leader, a Clerk and a Deputy Clerk placed under the authority of the Nunavik Assembly. These appointments shall be made by way of resolutions of the Nunavik Assembly.

The Clerk shall have the following responsibilities:

- a) be in charge of the Clerk's Office;
- b) assist the Speaker in his duties;
- c) prepare the agenda for the sittings of the Nunavik Assembly and, for that purpose, take into account the notices received and the business that the Executive Council wishes to consider;
- d) be responsible for the preparation of documents for the sittings of the Nunavik Assembly;
- e) be the custodian of the decisions and official documents of the Nunavik Assembly;
- f) be responsible for the Nunavik Assembly's financial and resources management;
- g) be responsible for the swearing in of the members of the Nunavik Assembly and of the Executive Council; and
- h) assume all other functions entrusted in him by the Nunavik Assembly.

If the Clerk is absent or unable to act or if his office becomes vacant, the Deputy Clerk shall perform all the duties of the Clerk for the length of the absence, the inability to act or the vacancy.

9.2 EXECUTIVE COUNCIL

9.2.1 The Executive Council shall replace the Executive Committees of KRG, KSB and NRBHSS. The Executive Council shall assume all their rights, obligations, powers, jurisdiction, privileges, duties, responsibilities and functions.

9.2.2 The Executive Council shall manage and direct the affairs of the NRG.

The Executive Council shall implement the decisions of the Nunavik Assembly and shall see that they are observed and carried out. More specifically, it shall ensure that all expenditures of the NRG are in conformity with the budget adopted by the Nunavik Assembly and, with the support of the Budget and Resource Management Policy Secretariat referred to in Section 9.3.4 b), that the necessary funds are available to cover the expenditures.

9.2.3 The Executive Council shall be composed of five elected members:

- a) four representatives who will be elected in the regional electoral district referred to in Section 10.4 by all the electors of the Territory;
- b) one representative who will be elected as its Leader in the regional electoral district referred to in Section 10.4 by all the electors of the Territory.

9.2.4 The members of the Executive Council shall be sworn in as such by the Clerk before being able to sit in the Nunavik Assembly as member of the Executive Council.

For the initial election, the members of the Executive Council shall be sworn in as such by a member of the honorary tribunal referred to in Section 10.13 before being able to sit in the Nunavik Assembly as member of the Executive Council.

9.2.5 At the sitting of the Nunavik Assembly following an election, the Speaker of the Nunavik Assembly shall invite the Leader to recommend to the Nunavik Assembly the assignment, to each of the members of the Executive Council, of titles, duties and responsibilities for one or more departments or secretariats of the Administration.

The Leader may recommend that more than one area of responsibility be assigned to any member of the Executive Council, including himself. The Leader is responsible for the Secretariat general.

9.2.6 The Leader shall also recommend to the Nunavik Assembly the designation of a member of the Executive Council as Deputy Leader. The Deputy Leader shall perform all the duties of the Leader whenever the latter is absent or unable to act.

9.2.7 The Leader shall be able, when he deems it appropriate, to recommend to the Nunavik Assembly the reassignment of the titles, duties and responsibilities of members of the Executive Council.

9.2.8 In the case of a vacancy in any of the positions of the Executive Council, the Leader shall recommend to the Nunavik Assembly the selection of a temporary replacement from among the other members of the Nunavik Assembly, with the exception of the Speaker and Deputy Speaker, for a period not exceeding six months or until the vacancy is filled through a by-election.

9.2.9 The recommendations referred to in Sections 9.2.5 to 9.2.8 shall be approved by way of a resolution of the Nunavik Assembly.

In the event that a recommendation is rejected by the Nunavik Assembly, the Leader shall submit a new recommendation following the same procedure.

9.2.10 The quorum for a meeting of the Executive Council shall consist of at least a majority of its members, and shall include the Leader. All decisions of the Executive Council shall be made by majority vote.

9.2.11 The members of the Executive Council shall be entitled to introduce business to, and respond to questions and debate in the Nunavik Assembly for matters coming under their area of responsibility.

9.2.12 The Leader shall call, chair and, in consultation with the other members of the Executive Council, prepare the agenda of meetings of the Executive Council.

9.2.13 The members of the Executive Council shall exercise their functions on a full-time basis and shall not, with the exception of their functions as members of the Nunavik Assembly, have any other remunerative employment or occupation.

9.3 ADMINISTRATION

- *General provisions*

9.3.1 The Administration of the NRG shall replace the administrations of KRG, KSB and NRBHSS. The Administration of the NRG shall assume all their duties, responsibilities and functions.

9.3.2 The Administration of the NRG shall preserve as much as possible the expertise and abilities of the administrations of KRG, KSB and NRBHSS.

- *Departments and secretariats*

9.3.3 The Administration of the NRG shall initially provide for the following departments:

- a) the Department of Health and Social Services which shall include the administrative structure of NRBHSS except its administrative support services;
- b) the Department of Education which shall include the administrative structure of KSB except its administrative support services;
- c) the Department of Local and Regional Affairs which shall include the administrative structure of KRG except its administrative support services;
- d) the Department of Central Administration and Finances, which shall group together the administrative support services of human, financial, material and communication resources of KRG, KSB and NRBHSS.

9.3.4 The Administration of the NRG shall also initially provide for the following Secretariats:

- a) the Secretariat General responsible for administrative support to the Executive Council, for liaison and coordination between departments and secretariats, for legal affairs, for access to information and protection of personal information for the Executive Council and for the Administration, for relations with governments and circumpolar affairs;
- b) the Budget and Resource Management Policy Secretariat responsible for the NRG overall budget and expenditure control processes. It shall be the financial and resources management control arm of the Executive Council and the Nunavik Assembly.

9.3.5 The Nunavik Assembly may determine the structure of the departments and the secretariats.

However, the departments and secretariats shall remain as they are described in Section 9.3.3 and 9.3.4 for at least a one-year period following the Amalgamation Date.

- *Senior management*

9.3.6 The Executive Council shall, upon recommendation of the Leader, appoint a Secretary General responsible for the Secretariat General. The Secretary General shall be under the authority of the Leader.

9.3.7 The Executive Council shall, upon recommendation of the Leader, appoint a Director General responsible for each Department of the NRG and a Director responsible for the Budget and Resource Management Policy Secretariat according to a procedure and to criteria to be set out by the Nunavik Assembly. These Director Generals and Director shall be under the administrative authority of the Secretary General.

- *Labour relations*

9.3.8 The NRG shall be bound by the union accreditations, collective agreements and contracts of employment in force on the Amalgamation Date.

The NRG shall facilitate, whenever possible, the staff's mobility between its different administrative units.

The NRG shall be bound by the programs and laws on pay equity and, as the case may be, by the pay equity audit provided for in Section 76.1 of the *Pay equity Act*, (R.S.Q., c. E-12.001).

9.3.9 Working conditions of all employees of the Department of Education shall be determined in accordance with the negotiation process provided for in the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2). Québec and the NRG may agree on new arrangements for a greater role of the NRG in this process and consult the unions to that extent.

Working conditions of all employees of the Department of Health and Social Services shall be determined in accordance with laws of Québec applicable to Health and Social Services Agencies in these matters.

Working conditions of all other unionized employees of the NRG shall be negotiated by the latter in accordance with the negotiation process provided for in the *Labour code* (R.S.Q., c. C-27) or any other applicable laws as the case may be.

Working conditions of non-unionized employees and of the managerial staff of the NRG shall be determined by the latter in accordance with applicable laws of Quebec.

9.3.10 Nothing in this Agreement shall affect the applicability or operability of federal labour laws.

9.3.11 The job descriptions of positions needed to be filled in the Secretariat General, the Budget and Resource Management Policy Secretariat and the Department of Central Administration and Finance shall be determined by the Transition Committee provided for in Section 15.1.1. The Transition Committee shall also determine, in accordance with parameters established by Québec, the initial working conditions of employees and managerial staff who will work in those three administrative units.

The Transition Committee shall select, for the NRG, candidates for those new positions, considering first the employees and managerial staff of KRG, KSB and NRHBSS who will apply and provide them with a proper training in time for the Amalgamation Date.

10. ELECTIONS OF NUNAVIK ASSEMBLY AND EXECUTIVE COUNCIL

- 10.1 The general rules and procedures applicable to the election of the Nunavik Assembly and the Executive Council shall be the ones referred to in Sections 10.2 to 10.14. In addition to these general rules and procedures, a detailed set of rules and procedures shall be proposed by the Directeur général des élections du Québec in order to be part of the legislation referred to in Section 6.7.

The Nunavik Assembly may propose to Québec modifications to these electoral rules and procedures.

- 10.2 The Nunavik Assembly shall appoint, on a recommendation from the Leader, a Chief returning officer responsible for the elections. The appointment shall be done by way of a resolution of the Nunavik Assembly. The Chief returning officer shall be an elector.

The Secretary-Treasurer of each Northern Village shall act as local returning officer in his electoral district. The local returning officer shall appoint someone to assist him in his duties.

The Directeur Général des Elections du Québec may, on a request made by the Chief returning officer, provide assistance on the holding of elections of the members of the Nunavik Assembly and the Executive Council.

The initial election for members of the Nunavik Assembly and the Executive Council shall be organized by the Chief returning officer appointed by the Transition Committee referred to in Section 15.1.1. The Directeur général des élections du Québec shall, in accordance with the mandate given to him by the Assemblée nationale du Québec on June 17, 2009 in conformity with Section 485 of the *Election Act* (R.S.Q., c.E-3.3), provide support and advice to the Chief Returning Officer.

- 10.3 Polling for the general election of the members of the Nunavik Assembly and the Executive Council shall be held every three years on the first Wednesday of November.

Polling for the initial election of the members of the Nunavik Assembly and the Executive Council shall be at least thirty (30) days prior to the Amalgamation Date.

- 10.4 There shall be 14 local electoral districts in Nunavik. Each Northern Village shall be included in a distinct local electoral district. The boundaries of the local electoral districts shall not be limited to the municipal boundaries, and shall be delineated to ensure that all of Nunavik is covered by local electoral districts. A map showing the boundaries of the 14 local electoral districts shall be included in the legislation referred to in Section 6.7 and in the Transition Guide.

For the purpose of the elections of the members of the Executive Council, Nunavik shall be a regional electoral district.

- 10.5 Every person who has attained eighteen years of age, is a Canadian citizen and has been domiciled in Nunavik for at least one year prior to the date of the election and who is not under curatorship or who is not deprived of his electoral rights pursuant to the electoral laws of Québec shall be qualified as an elector and shall be entitled to be entered on the electoral list.

To vote, a person has to be qualified as an elector on the polling day and has to be entered on the electoral list of the local district of his domicile.

- 10.6 The local returning officer shall draw up the list of electors of his electoral district from the permanent list of electors held by the Directeur général des élections du Québec.

Each elector shall have the opportunity to verify if his name is on the electoral list and to request any necessary modification during the revision period.

The local returning officer shall provide the Chief returning officer with a copy of the revised list of electors of his electoral district.

- 10.7 Any elector who has been domiciled or ordinarily resident of an electoral district for at least 36 months may be a candidate in such an electoral district.

The following persons shall not be eligible to be candidates:

- a) judges or magistrates remunerated by the federal or provincial government;
- b) persons involved in the management of the elections referred to in Section 10.2;
- c) election officers referred to in Section 136 of the *Election Act* (R.S.Q., c. E-3.3);
- d) any person convicted of an indictable offence punishable by imprisonment for two years or more, for the duration of the sentence.
- e) members of the honorary tribunal referred to in Section 10.13;

A candidate may not run in more than one electoral district at a time whether it is a local or a regional district.

Any person interested in running for election shall complete the prescribed nomination paper.

For the person seeking election as member representing a local electoral district, the nomination paper must be supported by the signatures of at least five electors who are domiciled in the electoral district of the candidate.

For a person seeking election as member of the Executive Council, the nomination paper must be supported by the signatures of at least fifteen (15) electors domiciled in a minimum of five (5) different local electoral districts.

- 10.8 If only one candidate files a nomination paper to run in a local electoral district, this candidate shall be declared elected.

If only one candidate files a nomination paper to run for the Leader position, this candidate shall be declared elected.

If only four candidates or less file a nomination paper to run for the Executive Council positions other than the Leader position, these candidates shall be declared elected.

If the number of candidates is inferior to the number of positions to be filled, either in a local or the regional electoral district, a new election shall take place to fill the position(s).

- 10.9 When an election is held, the local returning officer shall establish one or more polling stations in each electoral district, depending on the number of electors registered on the electoral list.

An advance poll shall be held during the week preceding polling day.

If an elector cannot vote in advance or on the polling day, special measures shall be established to allow the exercise of his right to voting.

10.10 There shall be a ballot for the election of the representative of the local electoral district, a ballot for the election of the Leader and a ballot for the election of the four other members of the Executive Council.

10.11 The candidate obtaining the greatest number of votes in each local electoral district shall be declared elected as member of the Nunavik Assembly by the Chief Returning Officer.

The members of the Executive Council shall be declared elected by the Chief Returning Officer in the following manner:

a) the candidate obtaining the greatest number of votes out of the candidates running specifically for the position of Leader of the Executive Council;

b) the four candidates obtaining the greatest number of votes out of the candidates running for the other positions on the Executive Council.

10.12 In the case of a tie vote, the Chief returning officer shall proceed to a second counting of votes or direct the local returning officer to do so.

If, following the second counting of votes, there is still a tie vote, a new election shall be organized between the candidates who received the same number of votes.

10.13 Any elector or any candidate in an electoral district may contest the election held in that district if the election or the declaration pertaining to it is irregular, or if a corrupt electoral practice was used whereby it is alleged that the election of a member is void.

The request to contest an election shall be transmitted to the Chief returning officer within 30 days of the declaration of election.

The request shall be heard by an honorary tribunal composed of three members appointed by way of a resolution adopted by the Nunavik Assembly. For the initial election, the members of the honorary tribunal shall be appointed by the Transition Committee.

10.14 Only candidates can make or authorize electoral expenses.

All expenses incurred during the election period to promote or oppose, directly or indirectly, the election of a candidate, are considered election expenses.

The maximum amount that a candidate may spend for his campaign and the maximum amount he may receive from an elector shall be determined in accordance with standards and practices accepted by Québec.

Only an elector may make a contribution. He shall do so out of his own property. The candidate shall pay his electoral expenses with contributions made by electors.

The candidate shall produce a report, which shall present the electoral expenses made and the contributions collected. He may be reimbursed for a part of his electoral expenses if he qualifies.

10.15 Notwithstanding sections 10.1 to 10.14, the Chief of the Naskapi Nation is ex-officio the representative of the Naskapi Nation of Kawawachikamach to the Nunavik Assembly.

11. BUDGET AND OTHER ELEMENTS OF THE FINANCIAL FRAMEWORK

- 11.1 The fiscal year of the NRG shall extend from April 1st to March 31st of each year.
- 11.2 As much as possible, powers and responsibilities of similar nature in matters of general administration and finance for the KRG, the KSB and the NRBHSS shall be harmonized in order to facilitate their exercise by the NRG. Such harmonization shall be done taking into account Section 11.3.
- 11.3 The NRG shall assume the financial responsibilities and undertakings of KRG, KSB and NRBHSS concerning notably budget, surpluses and deficits, financial statements, auditing, loans, contracts, liabilities and assets. These elements of the financial framework shall be carried out according to the following provisions:

a) Budget preparation and approval process, surplus and deficit

- (i) No later than three months prior to the ensuing fiscal year, the Secretary General shall draw up a draft budget and budgetary recommendations according to the procedure to be adopted by the Nunavik Assembly. The Secretary General shall do so under the direction of the Executive Council and with the support of the Budget and Resource Management Policy Secretariat. The draft budget and budgetary recommendations shall be sent to all members of the Nunavik Assembly and submitted at the next sitting of the Nunavik Assembly for consideration.
- (ii) The Nunavik Assembly shall finalize and adopt the budget before the beginning of the fiscal year. The adopted budget shall be transmitted to the Minister as well as the Quebec ministers responsible for municipal affairs, education, and health and social services within the first month of the fiscal year.
- (iii) If the Nunavik Assembly is unable to adopt the budget before the beginning of the fiscal year, the Minister may grant an extension for the adoption and transmission of the budget. Where the budget is not adopted on the first day of the fiscal year, one-twelfth of each appropriation provided for in the budget of the previous fiscal year is deemed to be adopted for each month the budget has not yet been adopted.
- (iv) In keeping with the procedure and requirements for drawing up, adopting and transmitting a budget, the Nunavik Assembly may adopt any supplementary budget which it deems necessary.
- (v) The Nunavik Assembly shall adopt a budget which maintains a balance between expenditures and the financial resources. However, the Minister may, on the conditions and according to the procedures he determines, authorize the Nunavik Assembly to adopt a budget that does not maintain such a balance.
- (vi) Any surplus or deficit for a fiscal year shall be entered as a revenue or an expenditure in the budget for the ensuing fiscal year. The Nunavik Assembly may decide that any surplus, or portion of any surplus, be appropriated to a reserve or reserves for specific needs.

b) Auditing

The Nunavik Assembly shall, at its last foreseeable sitting of the fiscal year, appoint auditors for the auditing of the accounts of the NRG for the following fiscal year. The auditors shall produce their report and recommendations within 120 days after the end of that fiscal year. The

report and recommendations shall be tabled in the Nunavik Assembly for approval. Once approved, a copy of the auditor's report and recommendations, certified by the Clerk, shall be made available for public viewing, and shall be sent to the Minister as well as the Quebec ministers responsible for municipal affairs, education, and health and social services, and to any Northern Village making a written request for these documents. The auditors appointed by the Nunavik Assembly shall be members of a professional accounting corporation recognized in Québec.

c) *Loans*

- (i) The Minister may authorize the NRG to contract, by resolution of the Nunavik Assembly, one or more loans for the terms and conditions determined by the Minister, and the Minister may grant a general authorization for such terms and conditions as he may determine.
- (ii) Notwithstanding the previous paragraph, the NRG may, by resolution of the Nunavik Assembly, and without the authorization of the Minister, order temporary loans for the payment of current administrative expenses and contract them on the conditions and for the term it determines.
- (iii) The NRG may, if so authorized by a Northern Village, order or contract a loan on behalf and in the name of the Northern Village. Provisions respecting the loans contracted by the NRG pursuant to Section 11.3 c) (i) shall apply in such cases. If so authorized by several Northern Villages, the NRG may order or contract a loan on behalf and in the name of those Northern Villages. The Northern Village on whose behalf the loan is made must pay to the NRG the sums necessary to reimburse the loan, including interest and costs. Whenever possible, the funds to be used to reimburse the loan shall be directed to the NRG and shall not transit through the Northern Village.

d) *Contracts*

The awarding by the NRG of construction, supply or services contracts shall be carried out respecting the obligations provided in the commercial intergovernmental agreements, present or future, to which Québec is a signatory or has declared itself bound.

e) *Other general financial provisions*

- (i) The budgeting and auditing responsibilities of the NRG shall take into account the existing school year and the requirements of *An act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c.V-6.1) concerning budgeting and auditing operations of the Northern Villages.
- (ii) No ordinance, resolution or regulation of the Nunavik Assembly or resolution of the Executive Council authorizing or recommending the expenditure of monies shall have effect without a certificate by the Director of the Budget and Resource Management Policy Secretariat attesting that there are available funds.
- (iii) The Nunavik Assembly may establish a procedure where, in case of an emergency of such a nature as to imperil the life or health of the population or seriously damage the equipment of the NRG, the Leader may order any expenditure deemed necessary and award any contract necessary to remedy the situation.

- (iv) The NRG may deposit at interest in a Canadian chartered bank or a financial services cooperative, invest in the public funds of Canada or Québec, loan on a first hypothec, or purchase securities in a mutual fund provided for in the third paragraph of section 99 of the *Cities and Towns Act* (R.S.Q., c. C-19) any moneys belonging to it.
- (v) The NRG may accept any legacy, financial contribution, or other donation, provided that any obligations relating to such a legacy, financial contribution, or other donation, comes within its jurisdiction or field of responsibility, and can be accommodated within its budget.
- (vi) The NRG shall respect generally accepted accounting principles applicable to public institutions and recognized by Québec.

12. ADVISORY COUNCILS AND SPECIAL ADVISORY BODIES TO THE NUNAVIK ASSEMBLY

12.1 ADVISORY COUNCILS

12.1.1 The following Advisory Councils shall be established by the Nunavik Assembly and maintained for at least a three-year period following the Amalgamation Date:

- a) Advisory Council on Education;
- b) Advisory Council on Elders;
- c) Advisory Council on Health and Social Services;
- d) Advisory Council on municipal affairs.

The Naskapi Nation of Kawawachikamach shall be represented by one member on the Advisory Council on Elders.

12.1.2 The Nunavik Assembly may establish other advisory councils.

12.1.3 The Nunavik Assembly shall define the mandate, structure and procedures of the Advisory Councils, determine the number of members and appoint them.

12.1.4 The Nunavik Assembly may, at any time, modify the mandate, structure, number of members and procedures of the Advisory Councils.

12.1.5 After the three-year period following the Amalgamation Date, the Nunavik Assembly may maintain or abolish the Advisory Councils.

12.2 SPECIAL ADVISORY BODIES

12.2.1 The Nunavik Assembly may consult Nunavik organizations and associations as special advisory bodies.

12.2.2 The special advisory bodies may, at their own initiative, provide advice to the Nunavik Assembly in their respective field of expertise.

12.2.3 Except when provided for by the Nunavik Assembly, the special advisory bodies shall be consulted at their own expense.

13. BILATERAL COMMITTEE CONCERNING THE PORTION OF THE NASKAPI SECTOR NORTH OF THE 55TH PARALLEL

- 13.1 A permanent committee, to be known as "Bilateral Committee", shall be established on Amalgamation Date.

This Committee may consider certain matters relating to the portion of the Naskapi Sector north of the 55th parallel.

- 13.2 The Bilateral Committee shall be composed of three members appointed by the NRG and three members appointed by Naskapi Nation of Kawawachikamach and one member appointed by Québec, who shall be the chairperson and whose nomination shall be acceptable to both the NRG and the Naskapi Nation of Kawawachikamach.

- 13.3 Members of the Bilateral Committee may be appointed and replaced from time to time at the discretion of the appointing party. A member may give a proxy to another member appointed by the same appointing party.

- 13.4 The quorum of the Bilateral Committee shall be at least five members including the chairperson. Decisions of this committee shall be made by majority vote of those present in person or by proxy.

- 13.5 The Bilateral Committee shall have the ability:

- a) to review and intervene in decisions of the NRG affecting the portion of the Naskapi Sector north of the 55th parallel; and
- b) to make recommendations, in collaboration with the NRG, on place names within the portion of the Naskapi Sector north of the 55th parallel, to the Commission de toponymie du Québec.

- 13.6 Prior to making any decision affecting the portion of the Naskapi Sector north of the 55th parallel, the NRG shall:

- a) provide the Bilateral Committee with a detailed written description of the proposed decision at least 60 days prior to making such decision; and
- b) consult with and consider any recommendation made by the Bilateral Committee with respects to such proposed decision.

- 13.7 The Bilateral Committee shall have 60 days from the reception of the detailed written description referred to in Section 13.6 a) to submit its recommendations to the NRG. Should the Bilateral Committee decide not to submit recommendations or fail to submit its recommendations within 60 days, the NRG may proceed with the proposed decision without further notice.

- 13.8 The Bilateral Committee may choose to hold its meetings at the offices of the NRG, of the Naskapi Nation of Kawawachikamach or at any location agreed to by the members of the Bilateral Committee.

- 13.9 The expenses of the members appointed by the Naskapi Nation relating to the Bilateral Committee shall be covered by the NRG.

14. RELATIONS WITH GOVERNMENTS, MAKIVIK, CREE NATION (EYYOU ISTCHEE), FIRST NATIONS AND INUIT OF NEIGHBOURING REGIONS OF CANADA

- Relations with Québec

- 14.1 A minister of the Gouvernement du Québec shall be responsible for Québec's overall relationship with the NRG.
- 14.2 The NRG shall maintain a relationship similar to that of KRG, KSB and NRBHSS with ministers of the Gouvernement du Québec for matters within their respective fields of jurisdiction.

- Relations with Canada

- 14.3 The NRG shall maintain an ongoing and evolving relationship with Canada.

- Relations with Makivik Corporation

- 14.4 The NRG shall maintain an ongoing and evolving relationship with Makivik, the birthright organization safeguarding the rights, privileges, benefits and interests of the Inuit of Nunavik as defined notably in the JBNQA.

- Relations with the Cree Nation (Eeyou Istchee)

- 14.5 The consent of the Grand Council of the Crees (Eeyou Istchee) and of the Cree Regional Authority shall be needed for any changes to the NRG applying in or affecting Cree Category II lands under the meaning of the JBNQA located north of the 55th parallel.
- 14.6 The Parties and NRG shall consult with the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority on the terms of any Supplementary Agreement prior to concluding any such agreement.
- 14.7 The Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority shall be consulted by the NRG prior to the NRG making recommendations to the Commission de toponymie du Québec in relation to designating or modifying any place names within the area north of the 55th parallel and in which the Crees have harvesting rights, interests or privileges.

- Relations with First Nations and Inuit of neighboring regions of Canada

- 14.8 The NRG may enter into discussions with First Nations and Inuit of neighboring regions of Canada on matters of common interest.

b) TRANSITION

15. TRANSITION

15.1 TRANSITION COMMITTEE

- 15.1.1 A Transition Committee shall be established in order to carry out a transition process which will ensure the orderly amalgamation of KRG, KSB and NRBHSS so that the NRG will be capable of functioning and fulfilling its duties on the Amalgamation Date.

15.1.2 The legislation referred to in Section 6.7 shall provide for the establishment of the Transition Committee. This legislation shall set out the powers, responsibilities and duration of the mandate of the Committee.

The transition process carried out by the Transition Committee shall extend from the date the Transition Committee is established until the Amalgamation Date.

15.1.3 The Transition Committee shall be a legal person. It shall have the power to maintain offices, hire staff and contract the services of outside experts.

15.1.4 The Transition Committee shall be composed of five members, and shall include individuals with direct experience in, and knowledge of the operations of KRG, KSB, and NRBHSS. Québec shall appoint the members of the Transition Committee, and consult the Parties on these appointments.

15.1.5 The Transition Committee shall cooperate with the employees and managerial staff of KRG, KSB and NRBHSS to facilitate the transition from these existing organizations to the NRG.

The Transition Committee may establish sub-committees to carry out specific tasks relating to the transition process.

15.1.6 The Transition Committee shall have the power and resources to complete the following tasks:

- a) ensure that the initial election of the members of the Nunavik Assembly and the Executive Council takes place and, for that purpose, appoint a Chief returning officer and the members of the honorary tribunal;
- b) finalize the initial rules and procedures of the Nunavik Assembly and ensure that necessary facilities and employees are in place for its operation;
- c) finalize the design and establish the initial structure, lines of authority, and mechanisms for the functioning of the Executive Council, the Secretariat General, the Budget and Resource Management Policy Secretariat, and the various Departments of the NRG;
- d) fulfill the specific task referred to in Section 9.3.11 before the Amalgamation Date;
- e) prepare the budget for the first year of operation for the NRG, and prepare a three year budget projection for the NRG;
- f) in coordination with KRG, KSB and NRBHSS, ensure that all provincial and federal funding mechanisms are adapted to the NRG;
- g) coordinate and oversee the implementation of a NRG governance training plan;
- h) coordinate and oversee the renovation and construction of facilities required for the NRG and its institutions;
- i) develop a process for the transfer of its responsibilities and its work to the Transition Directorate referred to in Section 15.2.1;
- j) develop a set of recommendations to be presented to the NRG on issues and matters that should be dealt with by the Transition Directorate;
- k) perform any other task required to fulfill its mandate.

15.1.7 The Transition Committee shall have the power to make decisions and enter into contracts that will be binding on the NRG for a period, to be specified in the legislation referred to in Section 6.7, after the Amalgamation Date.

It shall have the power to review decisions and budgets of the KRG, KSB, and NRBHSS to ensure that they are in keeping with the objective of this Agreement.

The Transition Committee shall consult the KRG, KSB, and NRBHSS, and the Parties to this Agreement, when exercising its powers.

15.1.8 The Transition Committee shall consult and consider the Transition Guide in the development of its own work plan in order to complete the transition activities.

15.1.9 The Transition Committee shall cease to exist on the Amalgamation Date.

15.2 TRANSITION DIRECTORATE

15.2.1 Immediately following the Amalgamation Date the Secretary General shall establish a temporary Transition Directorate and appoint its members.

The mandate of the Transition Directorate shall be to take over responsibilities and the work of the Transition Committee, as contemplated in Section 15.1.6 (i), and to make detailed recommendations within six months for the harmonization of the human resources, operations, functions, policies, procedures and other resources of the administrative support services.

15.2.2 The Secretary General shall chair the Transition Directorate.

15.2.3 The Transition Directorate shall submit its recommendations to the Executive Council for consideration and decision.

B. PHASE TWO

16. SUPPLEMENTARY AGREEMENT

16.1 As soon as possible after the Amalgamation Date, upon request from the NRG, the Parties and NRG shall seek to obtain the necessary authorities to undertake a second phase of negotiation.

16.2 The NRG shall, jointly with Makivik, be a party to the negotiation of any supplementary agreement.

16.3 The objective of this second phase shall be the negotiation of a supplementary agreement or supplementary agreements which could provide, as the case may be, new powers to the NRG as could be defined in such supplementary agreement or supplementary agreements and which could be inspired by the recommendations found in the 2001 Report of the Nunavik Commission entitled "Let Us Share".

16.4 Any supplementary agreement shall be consistent with all the overriding principles referred to in Section 3 of this Agreement.

16.5 Nothing in this Agreement shall be interpreted as limiting the scope or subject matter of any supplementary agreement.

- 16.6 Québec, Canada and Makivik, the latter jointly with NRG, may terminate or suspend the negotiations of any supplementary agreement, for cause, by giving the other Parties written notice of its intention.
- 16.7 The Naskapi Nation of Kawawachikamach shall be entitled to participate in the negotiations of any supplementary agreement that may affect the portion of the Naskapi Sector north of the 55th parallel.

PART III

FINANCING

17. FINANCING

- Financial transfers for existing funding

- 17.1 After the Amalgamation Date, Québec and Canada will direct all the financial transfers concerning KRG, KSB and NRBHSS to the NRG, except the financial transfers referred to in Sections 17.8 and 17.9.
- 17.2 The portion of the financial transfers associated with the operation, administration and function of the Boards, Councils and the executive bodies and with the administrative support services of KRG, KSB and NRBHSS shall be consolidated and directed towards the costs of the Nunavik Assembly, the Executive Council, the Secretariat General, the Budget and Resource Management Policy Secretariat and the Department of Central Administration and Finances of the NRG.
- 17.3 The financial transfers associated with KRG, except the portion referred to in Section 17.2, shall, subject to the appropriate funding agreements and legal requirements, be used exclusively to finance the operations and administration of, and the delivery of programs and services provided by the Department of Local and Regional Affairs. The foregoing shall not prejudice the discretionary power of the NRG to make decisions within the spirit of this Agreement.
- 17.4 The financial transfers associated with KSB, except the portion referred to in Section 17.2, shall, subject to the appropriate funding agreements and legal requirements, be used exclusively to finance the operations and administration of, and the delivery of programs and services provided by the Department of Education. The foregoing shall not prejudice the discretionary power of the NRG to make decisions within the spirit of this Agreement.
- 17.5 The financial transfers associated with NRBHSS, except the portion referred to in Section 17.2, shall, subject to the appropriate funding agreements and legal requirements, be used exclusively to finance the operations and administration of, and the delivery of programs and services provided by the Department of Health and Social Services. The foregoing shall not prejudice the discretionary power of the NRG to make decisions within the spirit of this Agreement.
- 17.6 Financial transfer arrangements shall include program and service delivery standards, objectives and accountability provisions to Québec and Canada for funds provided.
- 17.7 Any economies of scale achieved through the creation of the NRG shall be used to improve the services available to the population.

Financial transfers from Canada to Québec

- 17.8 The financial transfers from Canada for education transferred directly to Québec shall continue according to the JBNQA.

17.9 The financial transfers from Canada for housing transferred directly to Québec shall continue to apply according to the existing agreements.

Tripartite agreement

17.10 The financial transfers from Canada and Québec included in tripartite agreements shall continue to apply according to the existing agreements.

- Review of existing and introduction of new funding regimes

17.11 The existing funding regimes of the NRG shall be reviewed by NRG, Québec and Canada for the first time no later than three years after the Amalgamation Date in order to reach the objective referred to in Section 17.12. Thereafter, such a review shall be conducted every five years.

17.12 The NRG, Québec and Canada shall work co-operatively toward reaching the objective of introducing new funding regimes suited to the NRG and, where appropriate, the development of block funding agreements for recurrent programs and services.

17.13 The introduction of the new funding regimes shall include all existing financial transfer arrangements with KRG, KSB and NRBHSS in force on Amalgamation Date, including all services in kind such as personnel, training or material currently provided by Québec and/or Canada.

- Fiscal Financing Agreement for New Governance Funding transferred under this Agreement

17.14 Prior to the signing of this Agreement, the Parties shall negotiate an initial fiscal financing agreement, which shall cover solely new governance funding.

New governance funding consists of recurrent and non-recurrent governance funding that is over and above the funding provided to the KRG, KSB and NRBHSS as of Amalgamation Date.

The initial fiscal financing agreement shall:

- a) not form part of this Agreement;
- b) not constitute a treaty within the meaning of Section 35 of the Constitution Act, 1982;
- c) be a contract among the Parties, which shall bind the NRG upon Amalgamation Date;
- d) set out mechanisms solely for the transfer of new governance funding to the NRG from Québec and Canada;
- e) set out NRG's contribution to new governance funding from its own source revenues as determined under Sections 17.18 to 17.20;
- f) set out procedures for, among other things:
 - (i) the collection and exchange of information, including statistical and financial information;
 - (ii) accountability to Québec and Canada for funds provided;

- (iii) dispute resolution;
 - (iv) other matters as agreed to by the Parties.
- g) take into account the costs of operating the NRG and any other matter that may be agreed to by the Parties.
- 17.15 Subsequent funding arrangements following the termination of the initial fiscal financing agreement will be subject to the prevailing fiscal policies of Québec and Canada at the time of renewal.
- 17.16 Québec and Canada shall not have any financial obligation in relation to NRG other than as set out in the initial fiscal financing agreement or provided through subsequent or existing funding arrangements including those flowing from the JBNQA.
- 17.17 For greater certainty, where the Parties agree in the initial fiscal financing agreement that Québec and Canada will provide non-recurrent funding, Québec and Canada have no obligation to negotiate the provision of further non-recurrent funding for any of the responsibilities specified.

- Own Source Revenue Regime

- 17.18 Québec, Canada and the NRG shall each have a role in supporting the governance of the NRG, through direct or indirect financial support or through access to public programs and services, as set out in the fiscal financing agreement or provided through subsequent or existing funding arrangements including those flowing from the JBNQA.
- 17.19 The own source revenue contribution of the NRG shall take the following into account:
- a) the OSR regime shall apply to new governance funding as described in Section 17.14;
 - b) the capacity of NRG to generate revenues;
 - c) the prevailing fiscal policies on the treatment of own source revenue in fiscal arrangements;
 - d) that own source revenue arrangements should not unreasonably reduce incentives for NRG to generate revenues;
 - e) that the reliance of NRG on fiscal transfers should decrease over time as it becomes more self-sufficient; and
 - f) other matters as agreed to by the NRG, Québec and Canada.
- 17.20 Unless otherwise agreed:
- a) own source revenue arrangements shall not include:
 - (i) federal or provincial funding arrangements for programs and services;
 - (ii) other sources agreed by the NRG, Québec and Canada; and

b) own source revenue arrangements shall not permit:

- (i) Canada to benefit from the decision of Québec to transfer revenues to the NRG; or
- (ii) Québec to benefit from the decision of Canada to transfer revenues to the NRG.

- Appropriation of funds

17.21 Financial transfers from Canada referred to in Sections 17.8 and 17.9, financial transfers from Canada and Québec referred to in Section 17.10, the amounts of funding required for the purpose of introducing new funding regimes referred to in Sections 17.11 to 17.13 and the initial fiscal financing agreement are subject to the appropriation of funds by the Assemblée nationale du Québec and the Parliament of Canada in relation to their respective funding.

PART IV
IMPLEMENTATION

18. IMPLEMENTATION

18.1 IMPLEMENTATION PLAN

18.1.1 An Implementation Plan accompanies this Agreement but does not form part of it.

18.1.2 The Implementation Plan shall be a legally binding contract between the Parties.

18.1.3 The Annex of the Implementation Plan sets out the activities, responsibilities, and time frames with the implementation of this Agreement. Notwithstanding Section 18.1.2, the Annex of the Implementation Plan shall not create any legal obligations.

18.1.4 The Implementation Plan does not preclude any Party from asserting that rights or obligations exist in this Agreement even though they are not referred to in the Implementation Plan.

The Implementation Plan shall not be used to interpret this Agreement.

18.1.5 In the event of conflict or inconsistency between this Agreement and the Implementation Plan, this Agreement shall prevail.

18.1.6 The Implementation Plan has a term of 10 years, commencing on the date when this Agreement comes into force. Such a term may be renewed, extended or modified upon agreement of the Parties.

18.1.7 The Implementation Plan may be amended by the written consent of the Parties.

18.2 IMPLEMENTATION COMMITTEE

18.2.1 On the date when this Agreement comes into force, the Parties will establish an Implementation Committee.

18.2.2 The Implementation Committee shall have the following duties and responsibilities:

- a) monitor the implementation of this Agreement and the Implementation Plan;
- b) act as an initial forum to discuss any implementation issues related to the implementation of this Agreement without in any way limiting access to the dispute resolution mechanism referred to in Section 22 of this Agreement;
- c) conduct periodic reviews of the implementation of this Agreement and produce progress reports in accordance with Sections 18.3.1 and 18.3.2;
- d) revise and, when required, amend the Annex of the Implementation Plan;
- e) establish its own internal procedures;
- f) and address other matters as agreed to by the Parties and NRG.

18.2.3 The Implementation Committee consists of three(3) members, one designated by Canada, one by Makivik and one by Québec. Additional individuals may participate in the Implementation Committee meetings to support or assist a member. The Parties will each appoint their first member of the Implementation Committee on the date when this Agreement comes into force. The NRG, upon Amalgamation Date, shall participate in the Implementation Committee.

18.2.4 Each Party and NRG shall be responsible for the costs of its participation to the Implementation Committee.

18.2.5 The Implementation Committee shall be for the same term as the Implementation Plan.

18.3 PERIODIC REVIEW

18.3.1 The Implementation Committee shall conduct its first periodic review, as provided for in paragraph 18.2.2 c), no later than 3 years following Amalgamation date. Thereafter, the Implementation Committee shall conduct its periodic reviews every five years.

18.3.2 The Implementation Committee shall develop terms of reference for each periodic review.

The purpose of such periodic review shall be to:

- a) ensure that this Agreement is being implemented in accordance with its provisions;
- b) produce a progress report to the Parties and the NRG on the creation of the NRG;
- c) discuss any other matters related to this Agreement, as agreed upon by the Parties and NRG.

PART V

RATIFICATION, COMING INTO FORCE, AMENDMENT AND DISPUTE RESOLUTION

19. RATIFICATION

19.1 RATIFICATION PROCESS

19.1.1 This Agreement shall be subject to the following ratification process:

- a) The ministre responsable des Affaires autochtones and the ministre responsable des Affaires intergouvernementales canadiennes shall take measures to submit this Agreement for the approval by the Gouvernement du Québec.
- b) The Minister of Indian Affairs and Northern Development and Federal Interlocutor for Metis and non-Status Indians shall take measures to submit this Agreement for consideration for approval by the Government of Canada. As per Canada's policies, the approval by the Government of Canada shall be subject to the condition that a majority of the votes entered in the referendum referred to in Section 19.1.1 c) are in favour of the Agreement and this majority represents at least 25% plus one of all eligible voters.
- c) This Agreement shall be submitted for the approval of the residents of Nunavik by way of a referendum to be organized with the support and according to the rules and procedures set in collaboration with the Directeur général des élections du Québec, in accordance with the mandate given to him by the Assemblée nationale du Québec on June 17, 2009 in conformity with Section 485 of the *Election Act* (R.S.Q., c.E-3.3).

19.2 REFERENDUM

19.2.1 The referendum referred to in Section 19.1.1 c) shall be under the responsibility of a Chief Returning Officer designated by Makivik in consultation with the Parties.

19.2.2 The Chief Returning Officer shall be sworn in by the Directeur général des élections du Québec.

19.2.3 The Chief Returning Officer shall see to the application of the rules and procedures for the referendum. He shall be assisted by a Deputy Chief Returning Officer appointed by the Directeur général des élections du Québec.

19.2.4 The following rules and procedures shall apply to the referendum:

- a) The Secretary-Treasurer of each Northern Village shall act as local returning officer and shall appoint someone to assist him in his duties;
- b) Every person who has attained eighteen years of age, is a Canadian citizen, has been domiciled in Nunavik for at least one year prior to the date of the referendum or who is domiciled outside of Nunavik and is registered on the Inuit Beneficiaries register of the JBNQA, is not under curatorship and is not deprived of his electoral rights pursuant to the electoral laws of Québec shall be entitled to be entered on the list of voters and shall qualify to vote in the referendum.

To vote, a person must be entered on the list of voters of the Northern Village where he is domiciled or, for a beneficiary domiciled outside of Nunavik, on the list of voters of the Inuit community to which he is affiliated.

In regard to the beneficiaries of the JBNQA domiciled outside of Nunavik, the Chief Returning Officer shall have the responsibilities of a Local Returning Officer as defined in paragraphs a) and c), with all necessary adjustments. He shall notably ensure that the persons registered on the Inuit Beneficiaries List and domiciled outside of Nunavik be entered on the list of voters insofar as, in other respects, they qualify as voters. The chief returning officer shall take measures to allow these persons to exercise their right to vote.

- c) The local returning officer shall draw up a list of voters of the Northern Village he is responsible for from the permanent list of electors held by the Directeur général des élections du Québec.

Each voter shall have the opportunity to verify if his name is on the list of voters and to request any necessary modification during the revision period.

The returning local officer shall provide the Chief Returning Officer with a copy of the revised list of voters of the Northern Village he is responsible for.

- d) The local returning officer shall establish one or more polling stations in his Northern Village, depending on the number of voters registered on the list of voters.

An advance poll shall be held during the week preceding the date of the referendum.

If a voter cannot vote in advance or on the date of the referendum, special measures shall be taken to allow him the exercise of his right to vote.

- e) Following the counting of votes, the Chief Returning Officer shall declare the result of the referendum.
- f) In the case of a tie result, the Chief Returning Officer shall proceed to a second counting of votes.

If, following the second counting of votes, there is still a tie result, a new referendum shall be organized.

- g) Any voter may contest the result of the referendum if the referendum or the declaration pertaining to it is irregular, or if a corrupt voting practice was used whereby it is alleged that the referendum is void.

The request to contest the referendum shall be transmitted to an honorary tribunal within thirty (30) days after the declaration of the result of the referendum.

The request to contest the referendum shall be heard by the honorary tribunal, which shall be composed of three members appointed by the DGEQ upon recommendation from Makivik.

19.2.5 Prior to the referendum, the Parties shall publicize this Agreement and provide the population of Nunavik with proper information on its content.

19.2.6 The Parties shall agree on provisions to ensure equity and transparency during the referendum process on this Agreement, in order to allow that all opinions have an equal chance to be expressed. Such provisions shall be determined following the recommendations of the Directeur général des élections du Québec.

19.2.7 Every voter to the referendum shall be remitted with a ballot on which the following question shall appear: «Do you approve the Final Agreement on the creation of the Nunavik Regional Government?»

19.2.8 This Agreement shall be deemed to be approved by the residents of Nunavik if a majority of the votes entered are in favor of this Agreement.

19.2.9 The referendum shall take place on April 27th, 2011.

20. COMING INTO FORCE

This Agreement shall come into force upon its signing by all the Parties.

21. AMENDMENT

This Agreement may be amended with the written consent of the Parties. The Parties undertake to consult the NRG prior to amending this Agreement.

22. DISPUTE RESOLUTION MECHANISM

The Parties and the NRG will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement. To that end, the Parties provides for the following dispute resolution mechanism:

- a) For the purposes of this dispute resolution mechanism, a dispute is defined as any dispute or disagreement with respect to the interpretation or implementation of this Agreement.
- b) Only the Parties and the NRG, as of the Amalgamation Date, are authorized to bring disputes for resolution under the present dispute resolution mechanism.
- c) The parties to a dispute endeavor in good faith to settle the dispute through informal discussions in order to arrive at a mutually satisfactory solution.

Failing resolution by the parties to a dispute through informal discussions and where it is agreed to by the parties to a dispute, the dispute shall be referred to an independent and impartial third party for mediation in accordance with the following provisions:

- (i) the mediator shall be appointed jointly by the parties to a dispute, and failing agreement, by a Judge of the Superior Court, upon application to the court;
- (ii) the parties to a dispute shall each submit to the mediator their views on the issue in dispute;

- (iii) the mediation process and all proceedings in connection therewith shall be and will remain confidential;
- (iv) the mediator shall not issue a report or make any recommendations unless authorized to do so by the parties to a dispute;
- (v) any party to a dispute may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite the best efforts of the parties to a dispute acting in good faith, no settlement is likely to be reached in the dispute through mediation.
- (vi) Each party to a dispute will bear the costs of its own participation in any mediation.

The parties to a dispute may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, the whole within the meaning, and as provided for in the *Civil Code of Québec* and the *Code of Civil Procedure of Québec*.

At any time during the course of the mediation process, the parties to a dispute may, if they deem it necessary, jointly agree to replace the mediator by a new mediator or by an arbitrator.

For Makivik Corporation:

Pita Aatami, President

Date

For the Gouvernement du Québec:

Geoffrey Kelley, ministre responsable
des Affaires autochtones

Date

Pierre Moreau, ministre responsable des
Affaires intergouvernementales
canadiennes et de la Francophonie
canadienne

Date

For the Government of Canada:

John Duncan, Minister of Indian Affairs
and Northern Development and Federal
Interlocutor for Metis and non-Status
Indians

Date