

NUNAVIK SELF-GOVERNMENT NEGOTIATIONS ACCORD

Between **MAKIVIK CORPORATION**, a duly constituted non-profit legal person by virtue of the *Act respecting the Makivik Corporation* (CQLR, c S-18.1), represented by its President Mr. Pita Aatami

(hereinafter referred to as “**Makivik**”)

And **LE GOUVERNEMENT DU QUÉBEC**, represented by the Premier ministre du Québec, M. François Legault, and the ministre responsable des Relations avec les Premières Nations et les Inuit, M. Ian Lafrenière

(hereinafter referred to as “**Québec**”)

WHEREAS Nunavik Inuit affirm that they, as an Indigenous People, have the inherent right of self-determination, including the right of self-government;

WHEREAS Nunavik Inuit affirm that they are committed to advancing their self-determination by exercising their autonomy through governance over their affairs and territory by an Inuit government;

WHEREAS Québec acknowledges these affirmations and considers them with respect;

WHEREAS the Parties seek to engage in negotiations to reach a nation-to-nation agreement concerning governance in Nunavik that is mutually agreeable and respectful of the respective views and interests of the Parties;

WHEREAS the *Constitution Act, 1982*, recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada;

WHEREAS The *James Bay and Northern Quebec Agreement* (JBNQA) is one of the pillars on which Québec and Nunavik Inuit have built their relationship over the years;

WHEREAS the negotiations to be undertaken under this Accord are in keeping with openness as demonstrated by Québec in the past, notably by way of the resolution adopted on March 20, 1985 by the National Assembly regarding the recognition of the rights of Aboriginal peoples;

WHEREAS in 2011, Nunavik Inuit rejected by way of referendum the Final Agreement on the creation of the Nunavik Regional Government;

- WHEREAS** in the Parnasimautik consultation report released in 2013 following thorough consultations throughout Nunavik, it is stated that “Nunavik Inuit chose to continue working together to define a governance model based on our cultural foundations with real powers and the capacity to make decisions and laws under the direction of a Nunavik Assembly. We [Nunavik Inuit] chose and continue to insist on a governance structure with powers over those matters that recognize Inuit as a unique people”;
- WHEREAS** the Parties acknowledge that there may be a need to amend the JBNQA for it to be consistent with an agreement on the governance of Nunavik;
- WHEREAS** by entering into this Accord and into negotiations regarding governance in Nunavik, Québec and Nunavik Inuit, represented by Makivvik, commit to strengthening their Nation-to-Nation relationship;
- WHEREAS** Makivvik shall engage and consult with Nunavik Inuit, in particular Nunavik Inuit communities and the concerned Nunavik organizations.

NOW THEREFORE the Parties agree to enter into negotiations towards an agreement on the governance of Nunavik as set out in this Accord:

1. Objectives

The objectives of this Accord (Objectives) are to :

- a. define the terms and the process for the negotiation of an agreement on the governance of Nunavik;
- b. establish negotiations for an agreement on the governance of Nunavik, which may require amending the JBNQA.

2. Interpretation

- 2.1. The Parties hereby agree that the preamble forms an integral part of this Accord.
- 2.2. Except for the present section and section 5, this Accord is not legally binding.
- 2.3. This Accord is not a treaty or a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982.
- 2.4. This Accord does not create, recognize, deny, or otherwise affect any right protected by section 35 of the *Constitution Act*, 1982.

3. Role of other Governments or Organizations

- 3.1. The Parties agree that any other third party or government, including the federal government, the government of other provinces or territories, Indigenous peoples, and any Indigenous organization, that may be affected by the negotiations contemplated by this Accord shall be invited in due time at the request of both Makivvik and Québec to participate in the negotiations contemplated by this Accord. The timing and method of the involvement of third parties will be discussed and mutually determined by the Parties.

The Parties will, in particular, discuss the advisability to jointly invite the Government of Canada to join the negotiations and, in such a case, how and when it should participate.

4. Joint Process

The Parties agree to work jointly, collaboratively, and in good faith to achieve the Objectives and to resolve issues that may arise out of the negotiations contemplated by this Accord.

5. Confidentiality

- 5.1. The content of the negotiations and documents exchanged or developed by the Parties for the negotiations contemplated by this Accord shall be confidential and shall not be distributed, disclosed or published in any form whatsoever, unless:
 - a. the Parties agree otherwise; or
 - b. it is required by law.

Any information communicated that is publicly available or that could lawfully be made available independently of this Accord is not covered by the confidentiality provisions provided for in the first paragraph.

- 5.2. The present Accord, the content of the negotiations and documents exchanged by the Parties in the negotiations contemplated in it are without prejudice of the positions, rights and interests of the Parties and cannot be used as evidence of their position nor construed as an admission of fact, of law or of liability, including in the context of legal proceedings.
- 5.3. Notwithstanding subsection 5.1, for the purpose of ensuring Nunavik Inuit involvement in the negotiations contemplated by this Accord, Makivvik may carry out information, education, and consultation initiatives for community members, beneficiaries of the JBNQA and representatives from concerned Nunavik organizations as determined by Makivvik, which may be carried out in any way Makivvik sees fit, including by local and regional media and radio in Nunavik and social media.

- 5.4. Notwithstanding subsection 5.1, it is understood that Québec may need to consult Aboriginal groups, notably the Cree and Naskapi nations, concerning the agreement on the governance in Nunavik.
- 5.5. The Parties agree to discuss any required consultation, including the proper time to conduct it, the content and mechanism to consult.

6. Involvement of Nunavik Inuit and their Organizations

The Parties agree that Nunavik Inuit involvement is fundamental to the negotiations, in particular, but not limited to, that of the communities, beneficiaries of the JBNQA, and representatives from concerned Nunavik organizations as determined by Makivvik.

7. Media

- 7.1. The Parties may agree, from time to time, to issue joint statements to the media on the progress of the negotiations contemplated by this Accord.
- 7.2. Subject to section 5, Makivvik and Québec may provide information to the media individually with respect to the negotiations contemplated by this Accord.

8. Negotiation Table and Working Groups

- 8.1. A Negotiation Table will be established with the purpose of negotiating an agreement on the governance of Nunavik.
- 8.2. The Negotiation Table will be composed of representatives from Makivvik and Québec, including one or more negotiator(s) duly appointed and mandated to negotiate an agreement on the governance of Nunavik.
- 8.3. The Negotiation Table will meet at least six (6) times per year and as often as necessary to achieve the Objectives.
- 8.4. The Negotiation Table will meet in Nunavik, Montréal, Québec or any other location, including virtually, as agreed by the Parties.
- 8.5. At any time, the Negotiation Table may establish working groups, technical committees or any other group or mechanism required to facilitate the negotiations at the Negotiation Table, all of which will report to the Negotiation Table.

9. Reporting

The Negotiation Table will report on the progress of the negotiations at a joint meeting of the Premier ministre du Québec and the President of Makivvik once annually.

10. Coming into force

This Accord comes into force upon signature by the Parties.

11. Funding

- 11.1. Québec recognizes that Makivvik requires reasonable capacity to participate effectively in the negotiation contemplated under this Accord.
- 11.2. Québec shall provide Makivvik with funding on an annual basis for the negotiations contemplated under this Accord. As such, the Parties will work to develop mutually acceptable annual budgets for the duration of the Accord and, in accordance with the aforementioned terms and conditions, such budgets shall take into account the high costs of accommodations and travel to and within Nunavik and the desire of the Parties to ensure Nunavik Inuit involvement in the process.
- 11.3. Nothing in this Accord shall preclude or prejudice Makivvik's eligibility for other sources of funding and programs.

12. Amendments

The Parties may agree, in writing, to amend this Accord.

13. Termination

- 13.1. Any Party may terminate the Accord at any time with 90 days written notice (notice of termination).
- 13.2. Before any Party provides a notice of termination, the Parties will make the best efforts to resolve any dispute or issue, and commit to attending at least one meeting to explore the potential for resolving the issue.
- 13.3. If the dispute or issue is not resolved at the meeting referred to in subsection 13.2, the Parties may agree to initiate mediation. In such an event, the Parties will have to agree on a mediator and all costs related to the mediation process shall be borne equally by the Parties, unless they agree otherwise.
- 13.4. Unless the Parties otherwise agree in writing, the provisions of subsections 2.2, 5.1 and 5.2 will survive the conclusion of the negotiations outlined in this Accord and any termination of this Accord.

IN WITNESS WHEREOF this Accord has been executed by the Parties on December 20, 2023, in Montréal.

LE GOUVERNEMENT DU QUÉBEC

ORIGINAL SIGNÉ

François Legault
Premier ministre du Québec

ORIGINAL SIGNÉ

Ian Lafrenière
Ministre responsable des Relations
avec les Premières Nations et les Inuit

MAKIVIK CORPORATION

ORIGINAL SIGNÉ

Pita Aatami
President of Makivik