

1994

NUNAVIK ASSEMBLY
AND GOVERNMENT

NEGOTIATION FRAMEWORK AGREEMENT

between

THE SPECIAL NEGOTIATOR FOR
THE GOUVERNEMENT DU QUÉBEC

and

THE CHIEF NEGOTIATOR FOR
THE NUNAVIK CONSTITUTIONAL COMMITTEE

PREAMBLE

WHEREAS the residents of Nunavik wish to establish an elected regional assembly which would enhance an evolving and harmonious relationship with Québec;

WHEREAS Québec is committed to negotiate a form of self government for the residents of Nunavik in the region of Québec situated north of the 55th parallel;

WHEREAS discussions were initiated on the said form of self government under the terms of a Memorandum of Agreement signed between the Gouvernement du Québec and the Nunavik Constitutional Committee (NCC) in 1991;

WHEREAS the negotiator for the Gouvernement du Québec and the NCC recognize the opportunity to build upon progress achieved in such past discussions;

WHEREAS there is a need to conduct negotiations under the Framework Agreement on a timely and expeditious basis;

WHEREAS the parties commit themselves to negotiate in good faith in order to achieve the objectives set out in this agreement.

THEREFORE, THE NEGOTIATORS FOR THE GOUVERNEMENT DU QUÉBEC AND NCC AGREE AS FOLLOWS:

1. PARTIES

1.1. The Parties to this Framework Agreement are the special negotiator for the Gouvernement du Québec, the Honourable Francis Fox

and

the negotiator for the Nunavik Constitutional Committee, Mr. Simeonie Nalukturuk.

1.2 NCC will conduct negotiations in concert with Makivik Corporation (Makivik), the Kativik Regional Government (KRG) and the Kativik School Board (KSB). Makivik Corporation is delegated by NCC to head the negotiations on its behalf.

When the Régie régionale de la santé et des services sociaux du Nunavik begins operation, its board of directors may appoint representative(s) in order to participate in the present negotiations in concert with the NCC.

1.3 NCC, Makivik, KRG and KSB shall be designated together as the «Nunavik party» without prejudice to sections 1.1 and 1.2. However, when used alone, the word «party» or «parties» shall designate the signatories of this agreement.

2. PURPOSE OF THE FRAMEWORK AGREEMENT

The purpose of the agreement is to promote efficient and expeditious negotiations in order to produce draft agreement(s) including, where required, the complementary agreement(s) to the JBNQA as well as to outline whatever legislation which may be necessary, to establish the Nunavik Assembly and Government.

3. OVERRIDING OBJECTIVES OF THE NEGOTIATIONS FOR THE CREATION OF THE NUNAVIK ASSEMBLY AND GOVERNMENT

3.1 To develop a form of government within Quebec specifically for Nunavik in order to respond to the territory's unique northern realities, and to satisfy the needs, desires and aspirations of Inuit and other residents living north of the 55th parallel;

3.2 To develop new mechanisms by which the Quebec National Assembly and the Quebec Government will be able to relate to this new type and level of government within Quebec's jurisdiction.

4. UNDERLYING PRINCIPLES FOR THE NEGOTIATIONS

4.1 Arrangements for the establishment of the Nunavik Assembly and Government shall respect the authority of the Quebec National Assembly;

4.2 The rearrangement of any rights enjoyed by Inuit under the James Bay and Northern Quebec Agreement (JBNQA) for purposes of creating the Nunavik Assembly and Government shall not lessen the nature of those rights or lessen the level of constitutional protection afforded those rights.

5. STARTING POINT FOR THE NEGOTIATIONS

5.1 A Nunavik Assembly will be established as part of this new type of government for the Nunavik territory;

5.2 The Nunavik Assembly and Government will be non-ethnic in nature and will be open to the participation of all permanent residents of the territory;

5.3 The Nunavik Assembly and Government will have jurisdiction over the entire area of Quebec north of the 55th parallel except for Cree A1 and B1 lands and for Naskapi B1 lands;

5.4 Discussions with the Naskapis must occur concerning their participation in the Nunavik Assembly;

5.5 The creation and the establishment of the Nunavik Assembly and Government will not affect any right of the Crees and the Naskapis in the north of the 55th parallel;

5.6 To the extent it is deemed feasible and appropriate, the powers, jurisdictions, responsibilities, functions, rights, privileges, facilities, and resources (human, financial, & material) provided under the James Bay and Northern Quebec Agreement to KRG, KSB, CRSSK and the Kativik Regional Development Corporation (KRDC) will be regrouped, integrated and/or consolidated under a Nunavik Assembly. The other institutions involved in the delivery of services and governance of the region North of the 55th parallel could also be regrouped and consolidated under the Nunavik Assembly.

6. THE PURPOSE FOR CREATING THE NUNAVIK ASSEMBLY AND GOVERNMENT

6.1 To provide Inuit and other residents north of the 55th parallel with a strong and effective autonomous government;

6.2 To remedy the fact that the people of Nunavik lack a single unifying body to set their priorities, shape their future, and determine their place in Quebec and Canada;

6.3 To build upon what the Inuit successfully negotiated in the JBNQA for the territory north of the 55th parallel;

6.4 To regroup and to rationalize to the extent it is deemed feasible and appropriate many of the organizations currently operating in Nunavik;

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6.5 To provide a framework for devolving over time powers and resources to Nunavik;

6.6 To develop means by which Nunavik institutions will interact with agencies and departments of the Québec Government.

7. OUTCOME OF NEGOTIATIONS : DESIRABLE IMPACTS

7.1 To the extent it is deemed feasible and appropriate, to further rationalize the public sector in Nunavik in order to achieve greater effectiveness, focused policy making, greater efficiency and savings;

7.2 To enhance the capacity of the region to address pressing social and economic issues;

7.3 To promote political accountability and pride throughout Nunavik through a new partnership with Quebec, and to facilitate and simplify public participation, understanding and control of their representative institutions by the residents of Nunavik.

8. OTHER CONSIDERATIONS FOR THE NUNAVIK NEGOTIATIONS

8.1 The Nunavik negotiations will proceed without prejudice to any existing right recognized and confirmed to the Inuit of Nunavik by the Constitution of Canada;

8.2 Federal participation in the Nunavik negotiations will be necessary for matters directly involving its jurisdiction;

8.3 Every effort will be made to complete the essentials of the Nunavik negotiations by April 30, 1995.

9. DURATION AND EXTENSION OF FRAMEWORK AGREEMENT

9.1 The Parties will commit their best efforts to reach a draft agreement on a comprehensive structure of self government for the residents of Nunavik by April 30, 1995.

9.2 The Parties will deploy their best efforts to reach a draft agreement with respect to Subject - Matters set forth in Section 10 of the present Framework Agreement within the same time frame.

10. SUBJECT - MATTERS FOR NEGOTIATION

10.1 The list of Subject - Matters set forth in sub-section 10.2 below is not intended to be restrictive. Any of the Parties, on agreement between the negotiators, may raise other topics for purposes of negotiation under each Subject - Matter heading.

10.2 The following are Subject - Matters for the Negotiations:

- (a) the principle and scope of consolidation of KRG, CRSSK, KSB and KRDC and wherever appropriate, the principle and scope of consolidation of any other regional organization in Nunavik;
- (b) the formulation of necessary amendments to the James Bay and Northern Québec Agreement, and to the laws related to the Agreement for the establishment of the Nunavik Assembly and Government;
- (c) the question of legal protection for the Nunavik Assembly and Government;
- (d) the powers and responsibilities of the Nunavik Assembly and the Nunavik Government;
- (e) related financial arrangements and accountability mechanisms, including the need to ensure financial stability in the delivery of existing public services in Nunavik;
- (f) issues respecting taxation within Nunavik and germane responsibilities of the Nunavik Assembly;
- (g) the consolidation of assets and liabilities;
- (h) collective bargaining agreements;
- (i) relationships between governments;
- (j) the timetable for implementation leading to a comprehensive structure of self government for residents of Nunavik;
- (k) issues pertaining to transition during the period of implementation, and;
- (l) provisions for the training of residents of Nunavik in order to ensure transition and implementation phases.

11. PUBLIC INFORMATION AND CONSULTATION

11.1 The Parties agree that the public, including individuals, groups or organizations having a particular interest in the outcome of the negotiations should be kept informed about the objectives and progress of the negotiations.

11.2 The Parties, either in concert or separately, may develop and implement a process of information and consultation with concerned entities with a view to maintaining public awareness.

11.3 Except to the extent that the negotiators agree that disclosure is required and desirable to maintain public awareness, points of negotiation and related documents shall be deemed confidential.

12. THE NEGOTIATION PROCESS

12.1 There shall be a main negotiation table responsible for the conduct, coordination and orientation of the negotiations.

12.2 The main negotiation table will have the authority to establish sub committees to undertake research and report, within an established period of time and according to agreed guidelines, on specific issues related to the Subject - Matters to be negotiated.

12.3 Meetings will be held in Nunavik, Montréal or Québec City as the negotiators may agree. Meetings will generally be held on a monthly basis.

12.4 The Parties agree that under the direction of the negotiators, a summary record of each meeting will be drawn up. The summary record of a meeting will be made available to negotiators at the following meeting.

12.5 The Parties agree to couch in an appropriate written format those items of negotiations on which tentative agreement will have been reached among negotiators. Such tentative points of agreement will serve as a joint record for future reference until substantial agreement has been reached on a comprehensive structure of self government for residents of Nunavik.

13. THE RATIFICATION PROCESS

Concerning the ratification in Nunavik of the draft agreement aimed at in section 2, the negotiators for the Nunavik party may agree on a process that will necessarily include, among other measures that they may deem appropriate, a referendum.

14. CONTINUATION OF PROGRAMMES AND FUNDING

The Parties recognize that the programmes provided by the Gouvernement du Québec and institutions of regional government and related funding arrangements shall continue to apply to Nunavik during negotiations, as they would normally do on a regular basis.

Current negotiations between the Gouvernement du Québec and members of the Nunavik party concerning the implementation of the JBNQA, as well as of any supplementary agreement and related negotiations, shall not be affected by the negotiations on the Nunavik Assembly and Government and will continue, in parallel, to these negotiations.

15. TRANSLATION AND PRINTING

Québec acknowledges that NCC will need to have many documents translated from and into French, English and Inuktitut and then have them printed for distribution in Nunavik and southern Québec from time to time.

16. RESEARCH

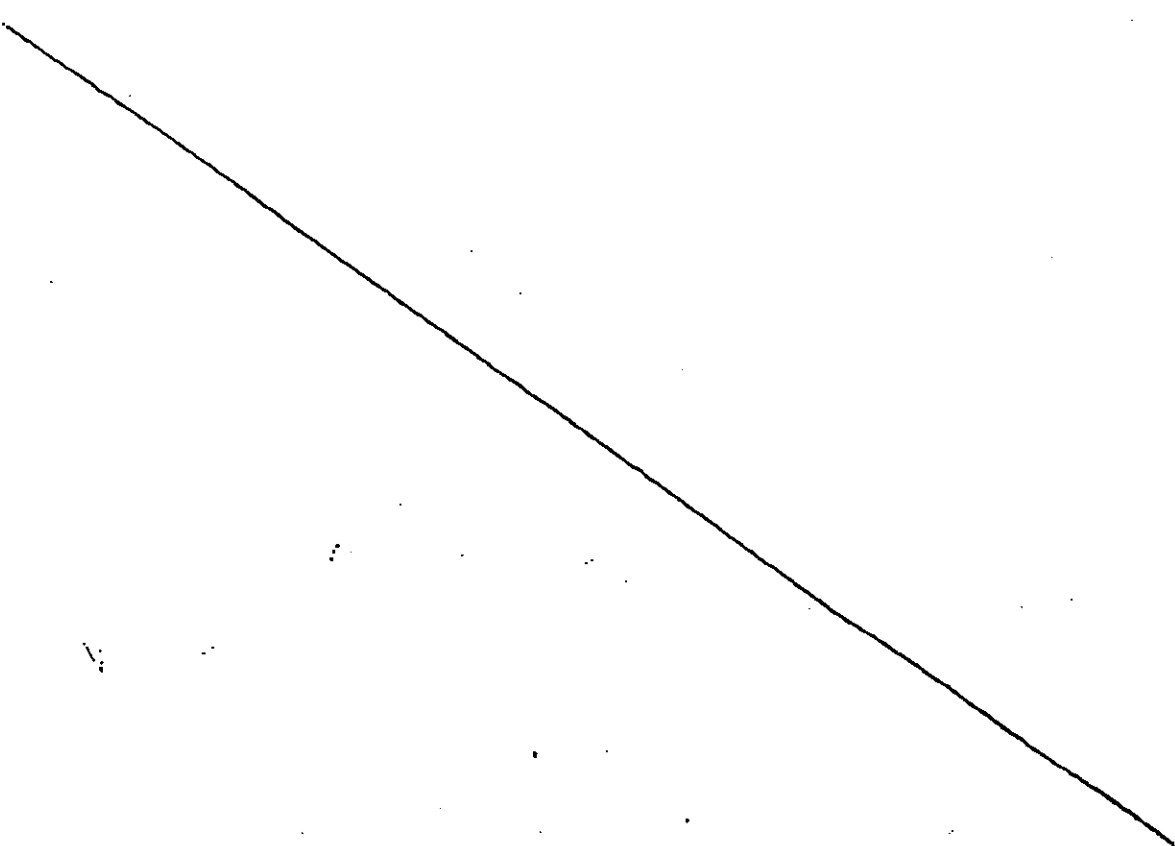
The Parties further acknowledge that, in order to ensure efficient and expeditious negotiations, research will, from time to time, have to be conducted on specific issues identified by the negotiators. Such research will be undertaken and presented in a timely and focused manner.

17. FUNDING OF THE NEGOTIATION

17.1 The Parties agree that the negotiations to be held by April 30, 1995, require adequate funding. The Parties estimate the financial need of these negotiations, for the Nunavik party, at a maximum of \$800 000, this amount covering the period from May 1st, 1994 to April 30, 1995.

17.2 The maximum financial participation from the Gouvernement du Québec for the negotiations will be of \$300 000, this being subject to the necessary approval by governmental authorities. This amount will be paid to Makivik, on behalf of NCC and the Nunavik party, in three equal instalments of \$100 000 on September 1st, 1994, December 1st, 1994 and April 15, 1995. If it deems necessary, the Gouvernement du Québec may verify the negotiation expenses incurred by the Nunavik party. The latter will put at the disposal of the Gouvernement du Québec all the necessary documents related to the negotiation expenses.

17.3 The maximum financial participation from the Nunavik party for the negotiations will be of \$200 000. Makivik will send to the Gouvernement du Québec a statement of expenses incurred in furtherance of the negotiations by April 30th, 1995.



17.4 The Parties believe that financial participation by the Federal Government is necessary to the conduct of these negotiations by the Nunavik party. This participation should be of the order of \$300 000, this amount covering the balance of the total cost estimated in section 17.1 that is not funded by the Gouvernement du Québec and the Nunavik party. The Parties agree to approach the Federal Government in order to seek federal financial participation at this level.

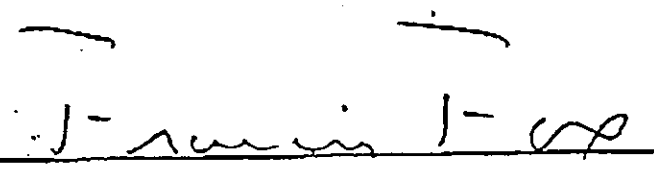
17.5 If the real costs of the negotiations are less than the total costs estimated in section 17.1, the financial participation of the Gouvernement du Québec, the Federal Government and the Nunavik party will be reduced in proportion to their respective contributions. In this event, Makivik will repay to the Gouvernement du Québec and to the Federal Government any unused funds.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED



Mr. Simeonie Naluknruk, negotiator for the Nunavik Constitutional Committee

1994, this _____ day of _____



The Honourable Francis Fox, special negotiator for the Gouvernement du Québec

1994, this 21 day of July