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An analysis of language provisions in the *Nunavut Act* and the *Nunavut Land Claims Agreement*

Shelley Tulloch and Victoria Hust

The *Nunavut Act* and *Nunavut Land Claims Agreement* were negotiated in response to a plethora of needs and desires, as expressed by the Government of Canada, the Government of the Northwest Territories and the Nunavut Tungavik Inc., an organization representing the Inuit living in the Nunavut region. An analysis of the articles in these two documents illuminates both what these needs and desires were at the time of negotiation and what the three parties deemed to be mutually appropriate and acceptable legislation in response to these needs. One relatively minor index of such concerns is the provisions for the use of the Inuit language, Inuktitut. In this paper, we examine the clauses in the *Nunavut Act* and the *Nunavut Land Claims Agreement* that deal specifically with language use in varying contexts. This systematic analysis of the language provisions reveals that although language is a minor element, it is nonetheless treated explicitly and compellingly in the two founding documents of the Nunavut Territory. The analysis further demonstrates that the application of the provisions is unambiguous and, if done conscientiously, will lead to certain intended, as well as other, perhaps unintended, results.

Context of study

Introduction to the documents

The *Nunavut Act* (Canada 1993a) and the *Nunavut Land Claims Agreement* (Canada 1993b) although negotiated concurrently, constitute two separate documents. The *Nunavut Act* is a legislative act, approved by the Parliament of Canada. It is, in essence, a law which creates the Nunavut Territory and delimits the jurisdiction of this territory. As a result of this document, Nunavut became a territory with powers similar to the other Canadian territories on April 1st, 1999. The *Nunavut Act* allots the Nunavut government varying degrees of jurisdiction in certain areas, while leaving the territory subject to Canadian federal laws in other areas. The significance of the creation of Nunavut is that 85% of its inhabitants are Inuit. It is, in this way, the realization of the Inuit's dream of an Inuit homeland, an Inuit territory, where the aspirations of the Canadian Inuit may be respected and brought to pass.

The *Nunavut Land Claims Agreement*, on the other hand, is the end result of negotiations that were to determine land ownership and management in the areas traditionally inhabited by certain groups of Inuit. The Canadian federal government did not have any treaty or agreement previously with the Inuit living in the eastern part of the Northwest Territories. Without such an agreement, any federal action or development in this region faced the threat of Inuit opposition leading to delays. The *Nunavut Land Claims Agreement* settles the issue of Inuit and federal land use and rights in what is now the Nunavut Territory.

Canadian language policy

Before delving into the possibilities for language promotion in Nunavut, it is important to appreciate language policy and language promotion in the more general Canadian context. Canadian language policy is complex, but for the purposes of the present paper, suffice it to say that Canada is an officially bilingual country, with a policy of tolerance, if not promotion, of aboriginal and immigrant languages. In recent years, the government of Canada has promoted an image of Canada as a cultural mosaic. Canadians are encouraged to be proud of the co-existence of many ethnic groups within the country. Cultural and linguistic maintenance among the variety of ethnic groups is tolerated, and often encouraged. Within this context, it would not be surprising to find the federal government sympathetic to Inuit desires and concerns for the promotion of their language. Such tolerance is, in fact, reflected in certain clauses of the *Nunavut Act* and the *Nunavut Land Claims Agreement*.

Language in Nunavut

A final contextual comment pertains to why documents such as the *Nunavut Act* and the *Nunavut Land Claims Agreement* would include provisions for language use. The answer is twofold. First, there is evidence of Inuktitut language loss across Nunavut, to varying degrees depending on the size and location of the community. Fewer and fewer Inuit are able to speak Inuktitut. Even those who are competent in Inuktitut often choose to speak in English, even to fellow bilingual Inuit. Many Inuit express their concern over the poor quality of Inuktitut spoken by the Inuit youth. The Inuit language is being lost as fewer and fewer people speak Inuktitut, and as the younger generation fails to master the valued subtleties of the language.

This language loss is significant for the Inuit because of the important role language plays in society. Among others, language is a tool for maintaining culture and identity. It is a marker of Inuit identity. It is used to include or exclude individuals from the Inuit community. The use of Inuktitut helps maintain certain relationships (specifically with elders) as well as the more general Inuit social structure. The use of Inuktitut also helps maintain a significant link to the past. Inuit representatives have frequently expressed their concern about the effect of language loss on Inuit individuals and the Inuit society as a whole. These concerns were reflected in the negotiations leading up to the creation of Nunavut.

The second evident reason why language was considered in the negotiations preceding the *Nunavut Act* and the *Nunavut Land Claims Agreement* is how potent language use can be for excluding or including certain people in particular functions. While represented by the Government

of the Northwest Territories, some Inuit felt like they had no access to the government, that they could neither participate in the government nor receive services or information from it. This sentiment was due, in part, to the fact that it was most often impossible for Inuit to address themselves to the government in their own language. The territorial government rarely provided services in a language understood by the Inuit constituency. The concern of inaccessible government due to a language barrier was addressed in the discussions concerning the creation of Nunavut. A document created and published by the Nunavut Constitutional Forum in 1983 states, "The Inuit majority in Nunavut has long suffered for the fact that government administration has been inaccessible to them because it is conducted in English and French" (Nunavut Constitutional Forum 1983:18). Furthermore, "At the same time, official status for Inuktitut will hasten the full participation by Inuit in employment opportunities in Nunavut" (Nunavut Constitutional Forum 1983:18). Language was one factor among many that created a gulf between the government of the Northwest Territories and the Inuit. Although most Inuit now speak English and their ancestral language, Inuktitut, the frustration with this previous situation is still expressed, and the creation of a government that more adequately reflects and represents its constituency in all areas, including in the language spoken, remains a concern.

The *Nunavut Act* and the *Nunavut Land Claims Agreement*, the first a legislative act creating a new territory within Canada and the latter a modern land treaty, were negotiated in order to fulfill both Inuit and federal needs and desires. They were negotiated in a climate of sympathy toward aboriginal rights among Canadians, including linguistic rights. One goal in the creation of Nunavut was to address the gulf between the Inuit and the government that represents them, aiming for the creation of a government which is accessible to and reflects its electorate. One way in which the government can be accessible to its people and reflect its electorate is to speak its language. Our analysis of the provisions for language in the two founding documents of the Nunavut Territory illuminates to what extent the founding documents allow for the achievement of this goal.

Language in the *Nunavut Act*

As mentioned above, the *Nunavut Act* is the founding document of a new political entity, the Nunavut Territory. As such, it sets up a political framework for this territory. Within the document, 2 clauses address language use directly.

Article 23.1(n) of the *Nunavut Act* gives the Nunavut Territory jurisdiction to legislate in regard to Inuktitut language issues:

Subject to any other Act of Parliament, the Legislature may make laws in relation to the following classes of subjects: [...]

(n) the preservation, use and promotion of the Inuktitut language, to the extent that the laws do not diminish the legal status of, of any rights in respect of, the English and French languages (Canada 1993a:4,6).

Article 38 goes on further to identify the precedent which the Nunavut government must follow in its

development of a language policy:

(1) Except in respect of any provision that the Commissioner in Council of the Northwest Territories was empowered, by section 43.2 of the *Northwest Territories Act*, to enact without the concurrence of Parliament, the ordinance of the Northwest Territories entitled the *Official Languages Act* and continued in force in Nunavut by section 29 may not be amended, repealed or otherwise rendered inoperative by the Legislature without the concurrence of Parliament by way of a resolution.

(2) Nothing in subsection (1) shall be construed as preventing the Commissioner or the Legislature from granting rights in respect of, or providing services in, English and French or any of the languages of the aboriginal peoples of Canada, in addition to the rights and services provided for in the ordinance referred to in that subsection, whether by amending that ordinance, without the concurrence of Parliament, or by any other means (Canada 1993a:10-11).

The Official Languages Act of the Northwest Territories set a precedent for the recognition and inclusion of Native languages in the territories. This law, which recognizes 9 official languages, acknowledges, in theory, that any one of these languages may be used in a wide variety of settings. However, a preliminary analysis of the Act does not reveal any specific mechanisms in the law for promoting actual use of the Native languages in areas where such use is, theoretically, possible. Before this law, English and French were the only official languages in the territory, and as such, filled most official functions.

As a pair, Article 23.1(n) and Article 38 recognize the official status of Inuktitut in Nunavut and the possibility for further promotion of Inuktitut in the territory. However, the concrete application of these two provisions, as well as the legal basis they provide for vigorous promotion of Inuktitut, are questionable. In fact, the clauses in question seem to limit the Nunavut Government's jurisdiction in areas of language promotion in two important ways. First, Article 23.1 (n) stipulates that English and French must be maintained at their current levels of status and rights, which raises the question of the feasibility of promoting several languages within one territory. Indeed, it will be a challenge for the Government of Nunavut to actively promote Inuktitut and implement Inuktitut into new domains (for example making it the language of government, as they have the mandate to accomplish) without diminishing the present status of English in the Territory.

The Government of Nunavut's power to develop a comprehensive language policy for the territory is further limited in Article 38. The Government of Nunavut will inherit the Official Languages Act of the Northwest Territories, which will serve as Nunavut's language policy and language law. The Nunavut Government will have limited power to alter this Act internally, as most major changes will require the approval of the Canadian Parliament. Although the two clauses pertaining to language use in the *Nunavut Act* superficially acknowledge the Government of Nunavut's jurisdiction in areas of language, conditions of the clauses severely limit this power.

In sum, the *Nunavut Act* sets up a framework under which Inuktitut may be promoted, but, in and of itself, does not afford Inuktitut any further status than that which it already had in the Northwest Territories. The bottom line that emerges from language provisions in the *Nunavut Act* is

a surface recognition of Nunavut's right to decide their own language policy, followed by severe limitations in what they can actually do. Of course, this limited legislative power does not necessarily mean inability to promote Inuktitut in Nunavut. The Nunavut Government may not be able to pass aggressive laws for the promotion of Inuktitut. However, such legislation may not be the most effective way to achieve their linguistic goals within the cultural context of Nunavut in any case.

Language in the *Nunavut Land Claims Agreement*

The *Nunavut Land Claims Agreement* establishes ownership and management of the land in the Nunavut Territory and outlines a number of details pertaining to these issues. The *Nunavut Land Claims Agreement* further outlines some aspects of the creation and functioning of the Nunavut Territory. The 42 articles of the Agreement deal with such questions as land and water use, title and management, Inuit employment, political development in Nunavut, wildlife, parks and taxation. Out of hundreds of sub-clauses, language is specifically mentioned in at least 16, spread through 11 articles. The Agreement also contains many general provisions for culture, which are not included in our analysis, as they do not mention language explicitly. The limited number of clauses that pertain directly to language use underlines the fact that language use is a very minor element in the *Nunavut Land Claims Agreement*. However, the fact that language use is included at all indicates that language use is a concern for the three parties involved in the negotiations (Government of Canada, Government of Northwest Territories and Nunavut Tungavik Inc). The clauses pertaining to language use provide a starting point from which to concretely address concern about language use in particular areas of public functioning in Nunavut.

The sixteen sub-clauses identified as pertaining to language use are Articles 2.8.1, 5.2.17, 8.4.16, 10.6.1(g), 11.4.15, 12.2.26, 13.3.11, 13.3.12, 21.5.13, 21.8.8, 23.4.2(d)(ii), 23.4.2(d)(iii), 33.5.9, 33.5.10, 36.2.12 and 36.2.16. In order to gain a systematic and objective analysis of these clauses, we apply the following criteria. For each clause, we identify which language(s) is/are targeted and which language(s), if any, appear(s) to be favoured. We then identify whether the provision refers to a concrete action or to a more general principle, and whether the action instigated is imposed absolutely or rather upon request. We further distinguish whether the type of communication targeted is public or private, oral or written. Finally, the goal of each provision is classified: communication, participation, language preservation or language as a cultural symbol. This analysis allows for a better understanding of the focus and the breadth of language provisions in the *Nunavut Act* and the *Nunavut Land Claims Agreement*.

Language targeted

The languages targeted in the provisions are Inuktitut, English and French. Anywhere that language is specifically mentioned in the *Nunavut Land Claims Agreement*, Inuktitut is always named. In 10 out of the 16 provisions analyzed, English and French are also mentioned. Neither English nor French are ever targeted individually. What is more, these languages are often referred to, not by name, but rather as "Canada's official languages". A clear opposition is set up in the language provisions between Inuktitut and Canada's official languages, Inuktitut being the language

of the majority in Nunavut, and Canada's official languages, English and French, being the languages spoken by the two largest linguistic groups in Canada as a whole.

Language favoured

In most of the provisions, one or more of the languages seems to be favoured. Again, the opposition between Inuktitut and Canada's official languages is evident. In 9 instances (representing more than half of the provisions), Inuktitut is favoured. In 6 instances, Canada's official languages are favoured. In one instance, no language seems to be particularly favoured. A general trend emerges, that when Inuktitut is mentioned alone, the sub-clause generally favours Inuktitut, as is the case in Article 10.6.1:

Notwithstanding any other provision of the Agreement, the Parliament of Canada or the Legislative Assembly, insofar as each has authority to do so, may by statute consolidate or reallocate the functions of the institutions referred to in Section 10.1.1, or enable the consolidation of hearings conducted by the institutions, [...] such statute shall, [...]

(g) not alter the right of a member of the public to be heard by the said institution in Inuktitut, or alter the obligation of the said institutions to conduct their business in Inuktitut (Canada 1993b:89).

Out of the ten provisions that mention all three languages, English and French are favoured 6 times, Inuktitut is favoured 3 times, and no language is favoured in the remaining provision. This analysis points to the tension alluded to in our discussion of language provisions in the *Nunavut Act*, between the desire, on one hand, to implement greater use of Inuktitut and, on the other hand, the requirement to maintain the status quo for English and French in the newest Canadian territory.

General principle and concrete action

None of the sub-clauses pertaining specifically to language use consists of statements of general principles. On the contrary, each of the sub-clauses that specifically mentions language targets a concrete action. Compare the very specific and concrete wording of Article 13.3.12, "The NAB [Nunavut Water Board] shall conduct its hearings in Canada's official languages as required by legislation or policy and, upon request of any member, applicant or intervenor, also in Inuktitut" (Canada 1993b:125) to the vaguer wording, targeting a more general principle in the following sub-clause, Article 13.3.13, "In designing its by-laws and rules of procedure for the conduct of public hearings, the NAB shall: ... (b) give due regard and weight to Inuit culture, customs and knowledge" (Canada 1993b:125). Clauses that refer to such general principles are not rare in the Agreement, particularly where more general phenomena are being addressed, such as "cultural and social well-being":

The following principles shall guide the implementation of the Agreement and shall be reflected in the Implementation Plan:

...(b) implementation shall reflect the objective of the Agreement of encouraging self-reliance and the cultural and social well-being of Inuit

(Article 37.1.1; Canada 1993b:245).

In opposition to such general cultural clauses, each of the clauses that addresses language specifically dictates under which circumstances that language must be used. These statements leave little room for interpretation; their intended application is clear.

Imposed actions and "on request" actions

Not only are concrete actions targeted in each of the provisions pertaining to language in the *Nunavut Land Claims Agreement*, these actions are, in every case, imposed actions. That is, they dictate actions which one is obligated to follow. At the same time, in 6 of the 16 sub-clauses, the action is required only when someone requests it, for example in Article 13.3.11, "The NAB [Nunavut Water Board] shall conduct its business in Canada's official languages as required by legislation or policy, and upon request of any member, also in Inuktitut" (Canada 1993b:124). In these six cases, then, the obligation is to create an atmosphere in which the Inuktitut speaking public has the option of receiving services in Inuktitut, but where service does not have to be provided in Inuktitut unless such service is requested.

Type of communication

Public and private

The first distinction we make in "type of communication" depends on the communicating partners, our primary categories being public communication and private communication. Public communication is defined as communication with, from or to the government or any government body. The category is further subdivided according to the level of government targeted: municipal, regional, territorial or federal. Private communication is defined as communication between or within private companies, as well as personal communication between individuals. In all instances, the articles in the *Nunavut Land Claims Agreement* pertaining to language target only public communication.

13 sub-clauses out of 16 target communication with or from the territorial government, of which 8 target specifically and exclusively the territorial government, and more specifically, government boards set up by the *Nunavut Land Claims Agreement*. Provisions specifying the federal government are the next most frequent, with 8 sub-clauses designating communication with or from the federal government, of which 3 target it specifically and exclusively. In 5 instances communication with or from more than one level of government is indicated. Such is the case in the only two sub-clauses that specify communication with or from regional and municipal governments, as these two also target communication with or from federal and territorial governments.

Provisions addressing specifically communication from the federal government, such as Article 21.5.13, "Reasonable advance notice, in Inuktitut, of military manoeuvres shall be given by DND to the inhabitants of any area affected" (Canada 1993b:177) address the previous problem of the federal government acting in ways that effect the Inuit, on Inuit land, without consulting or even informing the Inuit. Such clauses require communication from the federal government to the Inuit

involved, in a language that they will presumably understand, although they in no way ensure the rights of those Inuit who no longer speak Inuktitut. This emphasis on public communication is in line both with the *Nunavut Land Claims Agreement's* role of setting up a framework for the functioning of the Nunavut Government as well as a general principle in democratic language policy; one cannot legislate private language use.

Written and oral

Both oral and written communication are targeted in the language provisions of the *Nunavut Land Claims Agreement*. Two sub-clauses allude specifically and exclusively to oral communication, for example in Article 12.2.26, "NIRB shall conduct its public hearings in Canada's official languages as required by legislation or policy, and, upon request of any member, applicant or intervenor, also in Inuktitut" (Canada 1993b:105). Article 13.3.12 makes the same requirement of the NAB (Canada 1993b:125). In seven sub-clauses, written language is specifically targeted, for example in Article 33.5.10, "The Designated Agency shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about archeology in the Nunavut Settlement Area" (Canada 1993b:228). A further 6 sub-clauses specify both oral and written communication, as they address, for the most part, the language of work. A representative sub-clause, Article 5.2.17, states, "The NWMB [Nunavut Wildlife Management Board] shall conduct its business in Inuktitut and, as required by legislation or policy, in Canada's official languages" (Canada 1993b:29).

Goal of provision

Finally, in our analysis of the language provisions in the *Nunavut Land Claims Agreement*, we identify the apparent goal of each provision. Each provision is classified depending on whether its intended result targets communication, participation, language preservation, or language as a cultural symbol. The obvious goal of every language provision is either communication or participation.

Clauses classified under communication are those which aim at increasing (or, potentially, decreasing) communication among concerned parties by imposing which language(s) must be used. 10 sub-clauses specifically address a need for increased communication, for example Article 2.8.1, "There shall be Inuktitut, English and French versions of the Agreement. The English and French versions shall be the authoritative versions" (Canada 1993b:12). Clauses classified under participation are those that aim at increasing participation in all areas of public life. 10 sub-clauses have this apparent goal. Article 36.2.16, for instance, provides an example of a linguistic provision which will encourage the participation of each of the three language groups in the public sphere, "Voting ballots shall be in Inuktitut, and Canada's official languages" (Canada 1993b:243). 4 of the sub-clauses classified as targeting communication or participation actually target both. Article 21.8.8, for example, states that, "The [Surface Rights] Tribunal shall conduct its business in Canada's official languages as required by legislation or policy, and upon request of any DIO, also in Inuktitut" (Canada 1993b:181). This clause ensures that any resident of Nunavut can both understand and participate in the activities of the Tribunal.

The distinction drawn between clauses targeting communication and those targeting participation is that communication implies simply informing, allowing one to understand what is

going on, while participation implies a direct action (other than reading or listening) taken as a result of the prescribed linguistic action. This distinction can perhaps be seen more clearly in Article 23.4.2, which outlines the Inuit employment plan. Article 23.4.2(d)(ii) targets primarily communication, secondly participation and thirdly Inuktitut as a cultural symbol:

[An Inuit employment plan shall include] intensive recruitment programs, including the distribution of competition poster throughout the Nunavut Settlement Area, with posters in Inuktitut as well as Canada's official languages as required. (Canada 1993b:193)

Compare this to Article 23.4.2(d)(iii) which states:

[An Inuit employment plan shall include] inclusion in appropriate search criteria and job descriptions of requirements for an understanding of the social and cultural milieu of the Nunavut Settlement Area, including but not limited to

- knowledge of Inuit culture, society and economy,
- community awareness,
- fluency in Inuktitut... (Canada 1993b:193)

In Article 23.4.2(d)(ii), the aim is primarily to inform residents of the opportunities available. This information *may*, although not necessarily, in turn lead to an increase in participation of Inuit in competition for these jobs. However, in Article 23.4.2(d)(iii), the primary goal is to publish job descriptions which reflect or require skills held by the Inuit, in this case, communication skills in Inuktitut. Such an inclusion of fluency in Inuktitut aims at increasing Inuit participation in job competitions. Understanding the current under-representation of Inuit in the Nunavut workforce helps one to understand the inclusion in the *Nunavut Land Claims Agreement* of such provisions which will encourage increased Inuit participation in all areas of political and business life in Nunavut.

In three instances, it appears that Inuktitut is *also* being promoted as a cultural symbol, yet this aim is always secondary to the functional aim of the provision: communication and/or participation. For example, Article 8.4.16:

Government shall make available Inuktitut translations of its publications that are aimed at informing the Canadian public about Parks in the Nunavut Settlement Area and any information disseminated or communicated to the public within any Parks in the Nunavut Settlement Area shall be equally prominent in one or more of Canada's official languages and in Inuktitut (Canada 1993b:74).

This clause provides first of all for effective communication about the National Parks in Nunavut to Inuit unilingual in Inuktitut as well as to other Canadians. However, its application could also lead to documentation in Inuktitut being distributed outside of Nunavut. In this way, the presence of the Inuktitut language on the documentation from the Parks becomes a cultural symbol, reminding and informing a more general Canadian public about the culture of the Inuit residents of Nunavut.

Not one of the language provisions in the Nunavut Land Claims Agreement targets specifically language preservation. However, language preservation is certainly an issue. The fact that 16 sub-clauses address language use indicates that there is some degree of concern about language use in the Territory. Still, the aim of increased communication and participation of the Inuit is perhaps a more pressing need than language preservation. These functional goals also provide a more stable, concrete ground upon which to argue for increased language use. Legislating language use in order to deal with injustices, such as inability to communicate with one's regional government, is perhaps easier to accomplish than legislating language use for the goal of language preservation. At the same time, each provision that dictates increased use of Inuktitut will also lead to greater language preservation, whether this is the surface goal of the provision or not.

The apparent goal of the language provisions in the *Nunavut Land Claims Agreement*, then, is to address, through concrete measures, the problem of language as a barrier to communication and to participation. Neither the protection of language nor culture, nor the increase in the prestige of Inuktitut, appears to be evident goals of the clauses dealing particularly with language.

Unintended results

The language provisions, if applied conscientiously, will have many outcomes other than the intended results. These include language preservation, as well as expansion of the language economy and a greater sense of comfort among the Inuit with the new social order. The unintended results may also include, among others, a more cumbersome public service system.

The language provisions in the *Nunavut Land Claims Agreement* will indirectly lead to language preservation through their instigation of Inuktitut language development (development of terminology to fill new demands, for example), increased chances to use Inuktitut and increased prestige of Inuktitut as it is spoken and written to a greater degree in more prestigious domains. To illustrate this point, 6 clauses dictate that certain boards must "conduct their business in Inuktitut". Although the increase of Inuit participation and the possibilities for Inuit implication in the named areas is the primary goal of such clauses, another result will be the promotion and preservation of Inuktitut, through development of Inuktitut terminology needed in these boards, increased use of Inuktitut in these workplaces, and increased prestige accorded to Inuktitut as a language of work.

A further unintended result of conscientious application of the language provisions in the *Nunavut Land Claims Agreement* may be increased Inuit confidence and feeling of belonging to the new social order, which has been set up by the *Nunavut Land Claims Agreement*. Articles such as 23.4.2(d)(ii) and (iii) (Canada 1993b:193) may lead Inuit to feel that jobs which are not part of their tradition may still be available and appropriate for them, when they see the job announcement in their ancestral language. Similarly, the integration of elements of Inuit culture into the workplace fixes value on the skills that most Inuit do have, and may increase Inuit confidence that they have the skills to apply for a given job. The result would be more representative numbers of Inuit in the wage economy in Nunavut, a clear intention of the *Nunavut Land Claims Agreement*.

Some negative unintended results may include the slowing down of bureaucracy, services, hearings, and so on. The need to provide access to all services in Inuktitut, French and English may become burdensome and costly, and may in the end hinder procedures. Consecutive translation at public meetings, for example, significantly slows down the meetings. The cost of providing all services named in Inuktitut, French and English is also significant.

A systematic analysis of the intended outcome of the language provisions in the *Nunavut Land Claims Agreement* shows their goals to be increased communication and participation in Nunavut, through concrete stipulations addressing public communication, both oral and written, in Inuktitut, English and French. A careful analysis of each provision reveals that their unintended results may be much more complex. The *Nunavut Act* sets up a basis from which the Nunavut Government may develop its language policy. Many needs and desires led to the creation of Nunavut. Although the concerns surrounding the use of Inuktitut are minor in comparison with other issues treated in these two documents, the analysis of the *Nunavut Act* and *Nunavut Land Claims Agreement* shows that language use is of some concern, and that the end result of years of negotiation leading up to the creation of Nunavut has attempted to address this problem. Less than a year after the official inauguration of the Nunavut Territory, it is too early to observe the application and results of the language provisions in the *Nunavut Act* and the *Nunavut Land Claims Agreement*. Future observation will tell to what extent the provisions are applied and what their concrete results will be.

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