

**NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT
ON LANDS AND RESOURCES MANAGEMENT**

Made with effect as of this ____ day of _____ 2014.

AMONG:

**the Government of the Northwest Territories as represented by the Premier
(the "GNWT")**

and

**the Inuvialuit Regional Corporation
(the "IRC")**

and

**the Northwest Territory Métis Nation
(the "NWTMN")**

and

**the Sahtu Secretariat Incorporated
(the "SSI")**

and

**the Gwich'in Tribal Council
(the "GTC")**

and

**the Tłıchǫ Government
(the "TG")**

WHEREAS:

- A. The Government of Canada has agreed to devolve to the GNWT certain public lands, waters and resources in the Northwest Territories pursuant to the Devolution Agreement;
- B. This devolution shall be effected in a manner that establishes a framework for a cooperative and coordinated management system for lands, resources and rights in respect of waters in the Northwest Territories in which the Government of the Northwest Territories, Aboriginal Governments and the residents of the Northwest Territories participate;
- C. The Devolution Agreement provides for the negotiation of an agreement among the GNWT and Aboriginal Parties, setting out a government to government relationship, which provides for coordination and cooperation with respect to the management of Public Lands and Settlement Lands and rights in respect of Waters;
- D. As of the Transfer Date, the GNWT will hold certain legislative powers and responsibilities with respect to Public Lands, Waters and resources in the Northwest Territories;
- E. Aboriginal peoples of the NWT have traditionally managed used and occupied lands in the NWT;
- F. Aboriginal ways of life, which are based on the cultural and economic relationship between Aboriginal people and the land, should continue and be supported by the Parties;
- G. Public lands, Waters, and resources in the Northwest Territories are subject to Aboriginal and treaty rights;
- H. The Parties desire that the Aboriginal and treaty rights of Aboriginal peoples be recognized and protected;
- I. Settlement Agreements and Self-Government Agreements set out rights, titles, jurisdictions and authorities of Aboriginal Governments;
- J. The Parties desire that the respective jurisdictions and authorities of Aboriginal Governments and the GNWT be recognized and respected;

- K. The Parties desire to foster, strengthen, and formalize the government to government arrangements and relationships between and among the GNWT and Aboriginal Governments;
- L. The Parties wish to exercise their respective jurisdictions and authorities in relation to lands, waters and resources in the Northwest Territories in a cooperative and coordinated manner;
- M. The Parties desire that their government to government arrangements and relationships include formal mechanisms for the Management of Lands and Resources.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, including the recitals:

"Aboriginal Government" means a governing or other body representing an Aboriginal people of the NWT;

"Aboriginal Party" means the GTC, IRC, NWTMN, SSI, TG and any other Aboriginal Government that has become a Party under section 7.1;

"Agreement" means this Northwest Territories Intergovernmental Agreement on Lands and Resources Management;

"Council" means the Intergovernmental Council on Land and Resource Management established under section 4.1;

"Devolution Agreement" means the Northwest Territories Lands and Resources Devolution Agreement among the Government of Canada, the GNWT, the IRC, the NWTMN, the SSI, the GTC, the TG and any other parties;

"Management of Lands and Resources" means the management of:

- (a) those forms of natural resources on, in or under Public Lands and Waters, which natural resources are subject to the transfer of administration and control under the Devolution Agreement; and
- (b) the same forms of natural resources described in (a) above, which natural resources are located on, in or under Settlement Lands;

"NWT" means Northwest Territories;

"Parties" means the GNWT and the Aboriginal Parties, and "Party" means any one of the Parties;

"Public Lands" means any land in the NWT, or any interest therein, over which the GNWT holds the administration and control;

"Self-Government Agreement" means an agreement between the Crown and an Aboriginal people of the Northwest Territories, which is brought into force or implemented by federal legislation and which recognizes:

- (a) the legal status and capacity of a governing body to represent such Aboriginal people; and
- (b) the authority of that governing body to enact laws;

"Settlement Agreement" has the meaning set out in the Devolution Agreement;

"Settlement Lands" means lands in the NWT the title to which is vested in an Aboriginal Government or other body pursuant to a Settlement Agreement;

"Transfer Date" has the meaning set out in the Devolution Agreement; and

"Waters" means any inland waters on or below the surface of land in the NWT, whether in a liquid or a frozen state, over which the GNWT holds administration and control.

2. PURPOSE AND OBJECTIVES

2.1 The purpose of this Agreement is to formalize government to government relationships and allow the further development of agreements or other arrangements among the GNWT and Aboriginal governments for cooperative and coordinated Management of Lands and Resources, recognizing the rights, titles, jurisdiction and authority of each Party and taking into account that:

- (a) Public Lands, Waters and resources in the Northwest Territories should be managed in accordance with Settlement Agreements, and in keeping with the honour of the Crown including any requirement for consultation and if appropriate, accommodation;
- (b) Public Lands, Waters and resources in the Northwest Territories should be managed under a system of policies and legislation that reflects regional and Aboriginal parties' approaches and decision-making;
- (c) Settlement Lands and other lands, waters and resources subject to the jurisdiction of Aboriginal Governments should be managed in accordance with Settlement Agreements and Self-Government Agreements for the benefit of Aboriginal peoples by the applicable Aboriginal Government or other organizations;
- (d) the Management of Lands and Resources in the NWT is fundamentally important to the people of the NWT and should be carried out in an integrated manner; and
- (e) the Parties, in carrying out their responsibilities for Management of Lands and Resources, should:
 - (i) respect Aboriginal and treaty rights;
 - (ii) allow for mutual consultation in respect of the Management of Lands and Resources;
 - (iii) provide for meaningful participation in decision-making in the Management of Lands and Resources;
 - (iv) promote the harmonization of legislation, policy and programs in areas of common interest;
 - (v) encourage sustainable development of lands and resources;
 - (vi) build capacity of the GNWT and Aboriginal governments to carry out their jurisdictions and authorities;
 - (vii) develop employment, training and business development opportunities for Aboriginal people in resource development at the local and regional levels;
 - (viii) take into account opportunities for strategic development of lands and resources in the NWT;

- (ix) take into account the desire for land and resource management systems to be affordable, effective, coordinated, and economically competitive; and
- (x) consider other ways to cooperate to achieve efficiency and effectiveness.

3. ABORIGINAL RIGHTS

- 3.1 Nothing in this Agreement shall be construed so as to abrogate or derogate from, or to prejudice, limit or restrict:
- (a) any existing Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982*, including any right under Treaty 8 or Treaty 11;
 - (b) any fiduciary duty or obligation of the Crown to the Aboriginal peoples of Canada, including any obligation arising from the Constitution of Canada; or
 - (c) any executive, prerogative or statutory powers or any legislative authority of the GNWT or the Legislative Assembly of the Northwest Territories, as the case may be, to affect any rights referred to in subsection (a) or arising from any duty or obligation referred to in subsection (b), in a manner consistent with the Constitution of Canada.
- 3.2 For greater certainty, this Agreement is not a treaty or a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 3.3 For greater certainty, this Agreement does not vary, replace, limit or affect any rights, powers, duties or obligations of the Parties under Settlement Agreements or Self-Government Agreements.
- 3.4 For greater certainty, nothing in this Agreement affects any existing obligations of the GNWT in relation to any Aboriginal Government that is not a Party.
- 3.5 This Agreement shall not be construed so as to delay, impair, or impede any negotiation processes among the Aboriginal peoples of the NWT, Canada and the GNWT or the commencement of those processes.
- 3.6 Nothing in this Agreement shall be construed so as to preclude any person from advocating before the courts any position on the existence, nature, or scope of any Aboriginal or treaty right of Aboriginal peoples of Canada, or of any fiduciary

obligation, or of any other constitutional obligation to the Aboriginal peoples of Canada.

4. INTERGOVERNMENTAL COUNCIL ON LAND AND RESOURCE MANAGEMENT

4.1 In furtherance of the government to government relationship and arrangements referred to in section 2.1, the Council is hereby established.

4.2 The purpose of the Council is to promote the development of a system for Management of Lands and Resources that advances the purpose and objectives in section 2.1.

4.3 The Council members are:

- (a) the Minister or Ministers of the GNWT responsible for the management of Public Lands and rights in respect of Waters; and
- (b) the duly authorized leader, or other duly authorized representative, of each Aboriginal Party.

4.4 The Council shall meet at least once a year, unless otherwise agreed. The GNWT shall convene the first meeting of the Council within 6 months after the signing of this Agreement.

4.5 Each Party is responsible for its own costs of participation on the Council.

4.6 The Council may establish working groups to carry out any tasks assigned by the Council. The Council members may each designate one or more officials to participate in any working groups that are established by the Council.

4.7 Subject to the required financial appropriations of the Parties, the Council shall establish a secretariat with the appropriate technical, professional, and administrative expertise and capacity to fulfill its duties.

4.8 Within 60 days of the signing of this Agreement, the Parties shall meet to consider matters related to the secretariat referred to in 4.7 and to develop terms of reference for the secretariat, including:

- (a) the manner in which the secretariat shall be staffed and supported by the Parties; and
 - (b) the relationship of the secretariat to the respective organizations of the Parties.
- 4.9 The Council may invite observers to its proceedings and determine whether and to what extent they may participate. Without limitation, this may include representatives of boards, councils, co-management boards, regulatory bodies or other entities established under Settlement Agreements or Self-Government Agreements.
- 4.10 The Council shall strive to carry out its duties by consensus.
- 4.11 The Council may make rules respecting its practice and procedure.
- 4.12 Decisions of the Council are not binding on the Parties, and are subject to authorization or ratification by the Parties, where required.

5. DUTIES OF THE COUNCIL

- 5.1 The duties of the Council are to:
- (a) review the land and resource management systems of each Party;
 - (b) review and develop any proposed changes to the systems described in subsection (a), including:
 - (i) any associated legislative, policy or organizational changes that are necessary to further the purpose and objectives listed in section 2.1; and
 - (ii) the manner in which revenues from lands and resources are generated;
 - (c) address legislative requirements for benefit agreements relating to resource development;
 - (d) without limiting subsections (b) and (c), review and develop any proposed changes to the legislation that the GNWT is required to substantially mirror on the Transfer Date pursuant to the Devolution Agreement, including the development of new resource management legislation;
 - (e) develop protocols to ensure that the management of Public Lands and resources and rights in respect of Waters is consistent with the duties associated with the honour of the Crown, including the duty to consult and where appropriate accommodate;

- (f) provide a forum for information sharing and discussion of interests of the Parties in connection with the Canada-NWT Post Devolution Resource Development Cooperation Arrangement, to ensure that the interests of the Aboriginal Parties are considered under that arrangement;
- (g) provide a forum for discussion regarding the review contemplated at section 3.18 of the Devolution Agreement respecting the *Mackenzie Valley Resource Management Act*;
- (h) provide a forum for discussion on any future transfers of powers and authorities from Canada to GNWT related to the control of public lands, water and the disposal of waste; and
- (i) carry out any other activities related to the foregoing, as may be agreed by the Parties.

5.2 As a matter of priority and without limiting section 5.1, the Council shall review and assess the existing land and resource management systems in the NWT to:

- (a) identify priority areas for potential changes and approaches; and
- (b) develop a work plan to address such changes and approaches.

5.3 In carrying out its duties in sections 5.1 and 5.2, the Council shall give consideration to, among other matters, the following:

- (a) regional capacity building;
- (b) integrated land use permitting and water licencing;
- (c) the potential coordination of activities or reallocation of functions related to land and resource management;
- (d) the use of regional strategic environmental assessment to promote efficiency and avoid duplication in environmental assessment processes;
- (e) coordinated approaches to waste sites management; and
- (f) coordinated approaches to inspections, monitoring and enforcement.

6. IMPLEMENTATION

6.1 Each Party shall consider recommendations of the Council in its respective decision-making processes, and shall give written reasons to the other Parties if it does not implement a recommendation of the Council.

7. ADDITIONAL PARTIES TO THIS AGREEMENT

- 7.1 An Aboriginal Government that is not a Party may, with the consent of the GNWT, become a Party by having an authorized representative sign this Agreement on behalf of that Aboriginal Government, and upon the signing of this Agreement by its authorized representative this Agreement is deemed approved by and binding upon that Aboriginal Government.

8. GENERAL PROVISIONS

- 8.1 This Agreement may be signed and delivered by any Party in counterpart, and all such counterparts together shall constitute one and the same document.
- 8.2 By signing this Agreement, each Party warrants that it has all necessary internal approvals, including, where required, the enactment of legislation or the making of a resolution, to authorize the Party's authorized representative to sign this Agreement on behalf of the Party.
- 8.3 This Agreement comes into effect on the latter of:
- (a) the date on which it has been signed by the GNWT, the IRC, the NWTMN, the SSI, the GTC and the TG; and
 - (b) the Transfer Date.
- 8.4 Unless otherwise agreed, the Parties shall conduct a review of this Agreement commencing on the 7th anniversary of the date this Agreement comes into effect, and on every 7th anniversary thereafter.
- 8.5 This Agreement may only be amended by consent of the Parties, given in writing.
- 8.6 Notwithstanding any provision of this Agreement, the GNWT and an Aboriginal Party may enter into an agreement or agreements regarding the Management of Lands and Resources.

9. LEGISLATION

- 9.1 As soon as is practicable after this Agreement comes into effect pursuant to section 8.3, the GNWT shall recommend legislation for enactment by the Legislative Assembly of the NWT, providing for the implementation of this Agreement and the mandate and structure of the Council consistent with this Agreement.
- 9.2 The GNWT shall consult the Parties in the preparation of the legislation referred to in section 9.1, and on any amendments to that legislation.
- 9.3 As soon as is practicable after the signing of this Agreement the TG shall introduce into the Tłıchǫ Assembly a Tłıchǫ law which provides for the implementation of this Agreement.

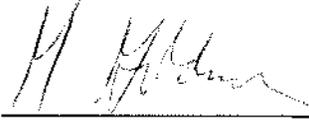
**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on February 27, 2014

For the Government of the Northwest Territories



Honourable
Robert R. McLeod
Premier

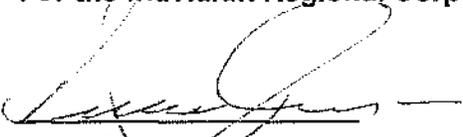


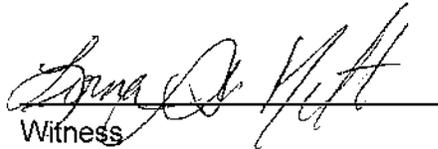
Witness

**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on Feb 21, 2014

For the Inuvialuit Regional Corporation

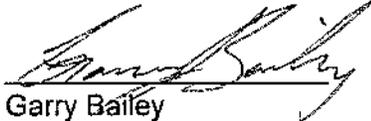

Nellie Cournoyea
Chair and Chief Executive Officer


Witness

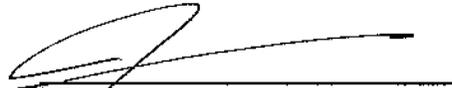
**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on February 20, 2014

For the Northwest Territory Métis Nation



Garry Bailey
President



Witness

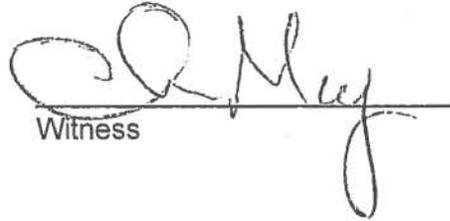
**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on Feb 21, 2014

For the Sahtu Secretariat Incorporated



Ethel Blondin-Andrew
Chairperson



Witness

**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on July 20, 2014, 2014

For the Gwich'in Tribal Council



Robert A. Alexie
President

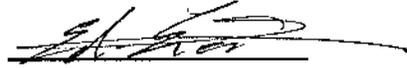


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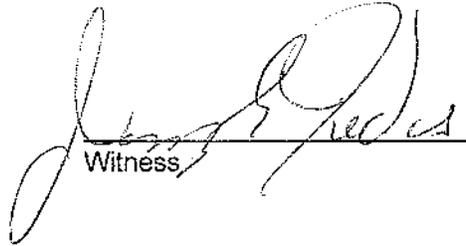
**THE NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT ON
LANDS AND RESOURCES MANAGEMENT**

Agreement signed in counterpart on Feb. 19th, 2014

For the Tłı̨chǫ Government



Edward Erasmus
Grand Chief



Witness