

**NORTHWEST TERRITORY MÉTIS NATION LAND AND RESOURCES
AGREEMENT-IN-PRINCIPLE**

AMONG:

**THE FORT RESOLUTION MÉTIS COUNCIL,
THE FORT SMITH MÉTIS COUNCIL, and
THE HAY RIVER MÉTIS GOVERNMENT COUNCIL**

AS REPRESENTED BY

THE NORTHWEST TERRITORY MÉTIS NATION

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

IN WITNESS the Parties have signed this Northwest Territory Métis Nation Land and Resources Agreement-in-Principle on JULY 31, 2015.

FOR AND ON BEHALF OF THE NORTHWEST TERRITORY MÉTIS NATION

PER: Garry Bailey
Garry Bailey, President

Carl-Lynn Bailey
WITNESS

PER: Arthur Beck
Arthur Beck, President
Fort Resolution Métis Council

Angela McKay
WITNESS

PER: Ken Hudson
Ken Hudson, President
Fort Smith Métis Council

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WITNESS

PER: Karen Lafferty
Karen Lafferty, President
Hay River Métis Government Council

Monty Mole
WITNESS

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES

Robert L. McLeod
Minister of Aboriginal Affairs and
Intergovernmental Relations

[Signature]
WITNESS

FOR THE GOVERNMENT OF CANADA

Minister of Aboriginal Affairs and Northern
Development Canada

WITNESS

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WITNESS

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Arthur Beck, President
Fort Resolution Métis Council

WITNESS

PER: _____
Ken Hudson, President
Fort Smith Métis Council

WITNESS

PER: _____
Karen Lafferty, President
Hay River Métis Government Council

WITNESS

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES

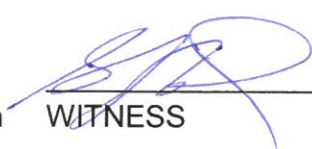
Minister of Aboriginal Affairs and
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WITNESS

FOR THE GOVERNMENT OF CANADA



Minister of Aboriginal Affairs and Northern
Development Canada



WITNESS

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PREAMBLE

WHEREAS:

- A. The Métis have traditionally used and occupied lands in the Northwest Territories;
- B. The Northwest Territory Métis Nation represents the Métis, the Fort Resolution Métis Council, the Fort Smith Métis Council and the Hay River Métis Government Council;
- C. The Métis assert that their Harvesting practices, culture and way of life are tied to the land, resources and Waters within the Agreement Area;
- D. The Métis were participants in the former Dene and Métis land claim negotiation process in the Northwest Territories;
- E. In August 1996, the Northwest Territory Métis Nation, formerly named the South Slave Métis Tribal Council, the Government of the Northwest Territories and the Government of Canada signed a Framework Agreement. One of the purposes of the Framework Agreement was to establish a framework for negotiating an Agreement-in-Principle respecting lands and resources in the South Slave region;
- F. This Agreement-in-Principle is the basis for the Final Agreement;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: DEFINITIONS

The following definitions apply in this Agreement-in-Principle:

“Aboriginal People” has the same meaning as in section 35 of the *Constitution Act, 1982*.

“Aboriginal Right” means an Aboriginal Right within the meaning of section 35 of the *Constitution Act, 1982*.

“Agreement Area” means the proposed area identified on the map identified as Appendix 1. The Final Agreement will include a technical description of the Agreement Area.

“Agreement-in-Principle” means this land and resource Agreement-in-Principle approved by the NWTMN and Government as the basis for the Final Agreement.

“Bank” of a body of Water means the limit or edge of its Bed.

“Bed” of a body of Water means the land covered so long by Water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the Water or upon the soil itself.

“Burial Site” means a natural or prepared physical location or surface into or onto which human remains were intentionally placed as part of a burial rite or other similar cultural process, but does not include a cemetery.

“Camp” means a structure or group of structures, capable of being easily moved or dismantled, without permanent foundation and which is reasonably incidental to the exercise of Harvesting rights under the Final Agreement, including a lean-to and tent frame.

“Canada” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada.

“Capital Transfer” means an amount paid by Canada under the Financial Payments chapter.

“Child” means an individual less than the age of majority under Legislation.

“Commissioner’s Land” means land to which the *Commissioner’s Land Act* applies.

“Community” means the Town of Hay River, the Town of Fort Smith, or the Hamlet of Fort Resolution or such other successor body contemplated by Legislation.

“Community Boundary” means the boundary of a Community as determined in accordance with Legislation as of the Effective Date.

“Conservation” means:

- (a) the maintenance of the integrity of ecosystems by measures such as the protection and reclamation of Wildlife, Fish and Migratory Bird habitat and, where necessary, restoration of such habitat;
- (b) the maintenance of vital and healthy Wildlife, Fish and Migratory Bird populations capable of sustaining Harvesting; and
- (c) the maintenance of vital and healthy Plant and Tree populations capable of sustaining Harvesting.

“Consult” or **“Consultation”** means:

- (a) the provision, to the person or group to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that person or group to prepare its views on the matter;
- (b) the provision of a reasonable period of time in which the person or group to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the person or group obliged to consult; and
- (c) full and fair consideration by the person or group obliged to consult of any views presented.

“Contaminated Site” means a site where substances, other than naturally occurring substances, have been abandoned or disposed of in

such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human health or life or to the Environment.

“Construction Materials” includes rock, gravel, sand, marl, clay, earth, silt, pumice, volcanic ash, and materials derived therefrom, or as a constituent part thereof, or used in the construction and maintenance of public roads and public works.

“Crown Land” means land vested in Her Majesty in Right of Canada.

“Designated Métis Organization” means a Métis organization designated pursuant to the Métis Organizations chapter, and may include the NWTMN.

“Domestic Purposes” means food, social and ceremonial purposes.

“Edible Parts” means those parts of Wildlife traditionally consumed as food by Aboriginal People.

“Effective Date” means the date on which both federal and Territorial Legislation giving effect to the Final Agreement have come into force.

“Eligible Voter” means an individual who is eligible to enroll under the Final Agreement and is at least 16 years of age as of the last day of voting on the ratification of the Final Agreement and is on the final voters list established under 23.10.1.

“Environment” means the components of the earth and includes:

- (a) air, land and water;
- (b) all layers of the atmosphere;
- (c) all organic and inorganic matter and living organisms; and
- (d) the interacting natural systems that include components referred to in (a) to (c).

“Exploration” means any activity or group of activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of Minerals.

“Expropriation” means the compulsory taking of land or any interest in land.

“Final Agreement” means the final agreement among the Parties that will be negotiated based on this Agreement-in-Principle.

“Fish” has the same meaning as in the *Fisheries Act*.

“Forest Management” includes forest Conservation, forest fire control, timber management, reforestation, silviculture and management of a forest for Wildlife and recreation.

“Fort Resolution” means the Hamlet of Fort Resolution established under the *Hamlets Act*.

“Fort Resolution Métis Council” means the society registered as the Fort Resolution Métis Council with the Registrar of Societies, and includes any successor organization, which represents Métis individuals eligible to be enrolled under the Final Agreement residing in the Fort Resolution area.

“Fort Smith” means the town of Fort Smith incorporated under the *Cities, Towns and Villages Act*.

“Fort Smith Métis Council” means the society registered as the Fort Smith Métis Council with the Registrar of Societies, and includes any successor organization, which represents Métis individuals eligible to be enrolled under the Final Agreement residing in the Fort Smith area.

“Furbearers” means the following species: beaver (*Castor canadensis*); coyote (*Canis latrans*); ermine (*Mustela erminea*); fisher (*Martes pennanti*); least weasel (*Mustela nivalis*); lynx (*Lynx canadensis*); marten (*Martes americana*); mink (*Mustela vison*); muskrat (*Ondatra zibethicus*); red, cross, black and silver fox (*Vulpes vulpes*); red squirrel (*Tamiasciurus hudsonicus*); river otter (*Lutra canadensis*); striped skunk (*Mephitis*

mephitis); white fox or arctic fox (*Alopex lagopus*); wolf (*Canis lupus*); wolverine (*Gulo gulo*); and woodchuck (*Marmota monax*).

“Gas” means natural gas and includes all substances, other than Oil, that are produced in association with natural gas.

“Government” means:

- (a) Canada;
- (b) the Government of the Northwest Territories; or
- (c) both,

depending upon which government or governments have responsibility, from time to time, for the matter in question, and includes any department, agency or official of such a government.

“Government of Canada” means Her Majesty the Queen in the right of Canada.

“Government of the Northwest Territories” means all departments and agencies, including departmental corporations and branches designated as departments for purposes of the *Financial Administration Act*.

“Harvesting” means:

- (a) hunting or trapping in relation to Wildlife;
- (b) fishing in relation to Fish; or
- (c) gathering, collecting or cutting in relation to Plants or Trees.

“Hay River” means the town of Hay River incorporated under the *Cities, Towns and Villages Act*.

“Hay River Métis Government Council” means the society registered as the Hay River Métis Government Council with the Registrar of Societies, and includes any successor organization, which represents Métis

individuals eligible to be enrolled under the Final Agreement residing in the Hay River area.

“Implementation Plan” means the implementation plan developed by the Parties under the Implementation chapter to manage the implementation of the Final Agreement.

“Initial Enrolment Period” means a period ending two years after the Effective Date.

“International Agreement” means an agreement or treaty governed by international law and concluded in written form:

- (a) between states; or
- (b) between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation.

“International Legal Obligation” means an international obligation binding on Canada under international law, whether in force, before, on or after the Effective Date.

“Land Claims Agreement” has the same meaning as in sections 25 and 35 of the *Constitution Act, 1982*.

“Law” means Legislation and the common law.

“Legislation” means federal or Territorial statutes, regulations, ordinances and orders in council made pursuant to a statute or regulation.

“Linear Project” means a pipeline, communication, or an electrical transmission line, all season public highway or other linear infrastructure, including all necessary and ancillary works.

“Mackenzie Valley” comprises the Northwest Territories exclusive of the areas within Wood Buffalo National Park and the Inuvialuit Settlement Region, as that Region is defined in the agreement given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act*.

“Métis” means an Aboriginal person of Cree, Slavey or Chipewyan ancestry who resided in, used and occupied any part of the Agreement Area on or before December 31, 1921, or a descendant of such person.

“Métis Business” means an entity which complies with legal requirements to carry on business in the Northwest Territories and which is:

- (a) a corporation with more than fifty percent of the corporation’s voting shares beneficially owned by Métis Members or a Designated Métis Organization;
- (b) a co-operative controlled by Métis Members or a Designated Métis Organization;
- (c) a sole proprietorship operated by a Métis Member; or
- (d) a partnership in which at least fifty percent of the partners are Métis Members or a Designated Métis Organization.

“Métis Council” means any of the Fort Resolution Métis Council, Fort Smith Métis Council or Hay River Métis Government Council.

“Métis Community Land” means the land:

- (a) vested in a Designated Métis Organization under 12.1.1;
- (b) granted or transferred to a Designated Métis Organization under 12.1.2; or
- (c) in which the fee simple interest is held by a Designated Métis Organization if the land is designated as Métis Community Land under 12.8.1 or 12.9.2(a);

but does not include land that has become Métis Land under 12.9.2(b) or where the Designated Métis Organization no longer holds the fee simple interest in the land.

“Métis Land” means the land:

- (a) vested in a Designated Métis Organization under 9.1.1; or

- (b) in which the fee simple interest is held by a Designated Métis Organization if the land has become Métis Land under 9.7.1, 11.4.3, 11.7.6, 11.8.1, 11.9.4 or 12.9.2 (b),

but does not include land that have been the subject of a conveyance under 9.6.3 or of an Expropriation where the Designated Métis Organization no longer holds the fee simple interest in the land.

“Métis Member” means an individual whose name is on the Métis Membership Register established under the Eligibility and Enrolment chapter.

“Métis Membership Register” means the register of Métis Members established under the Eligibility and Enrolment chapter.

“Migratory Birds” has the same meaning as in the *Migratory Birds Convention Act, 1994*.

“Mineral” means a precious or base metal or other, non-living, naturally occurring substance that is, or was, before production, part of land, whether solid, liquid or gaseous, and includes coal, Oil and Gas, but does not include Water.

“Mineral Royalty” means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including Norman Wells Proven Area, paid or payable to Government because Canada is the owner of the resource prior to the production of the resource, including the payment to Government under *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act* but, for greater certainty, does not include any payment, whether in money or in kind:

- (a) to Government as owner or part owner of the produced resource, including the payment to Government pursuant to clause 18 of the Proven Area Agreement;
- (b) by way of transfer between Governments;
- (c) for a service;

- (d) for the issuance of a right or interest; or
- (e) for the granting of an approval or authorization.

“Mining Interest” means a right or interest in Minerals that are still part of the land, other than Specified Substances, or a right to explore for or produce Minerals other than Specified Substances.

“Minister” means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to.

“National Historic Site” means a site, a building or other place of national historic interest or significance that is commemorated under section 3 of the *Historic Sites and Monuments Act*.

“National Park” includes a national park reserve and means lands and Waters named and described in the schedules to the *Canada National Parks Act* or administered under Legislation as a National Park or National Park Reserve.

“Navigable” means, with respect to a river, lake or other body of Water, capable of navigation by boat or other watercraft for commercial or non-commercial purposes.

“Norman Wells Proven Area” means the area described in Schedule “A” to the Proven Area Agreement, dated July 21, 1944 between Imperial Oil Limited and His Majesty in Right of Canada, as amended and renewed from time to time.

“Northwest Territory Métis Nation” means the society registered as the Northwest Territory Métis Nation with the Registrar of Societies and includes any successor organization.

“NWTMN” means the Northwest Territory Métis Nation.

“Oil” means crude oil, regardless of gravity, produced at a wellhead in liquid form and any other hydrocarbons except Gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or

recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from any other types of deposits on the surface or subsurface.

“Party” means any one of the NWTMN as representative of the Métis Councils, Canada, or the Government of the Northwest Territories.

“Plants” means flora, other than Trees, and includes fungi and algae which are found in a wild state in the Northwest Territories.

“Protected Area” means a site or area of land located wholly or partly in the Agreement Area, under the administration and control of and protected by Government including such a site or area that is a site with archaeological significance, a historic park or site, a Territorial Park, a game reserve, a sanctuary, a Migratory Bird sanctuary, a national wildlife area or other area established for the protection of Wildlife and Wildlife habitat, but does not include a National Park or a National Historic Site.

“Proponent” means, for the purposes of the Wildlife Harvesting chapter and the Fish Harvesting chapter, Government or the holder of an interest in land or an authorization to use land.

“Railway” means a company, established under Legislation, authorized to construct and operate a railway. For greater certainty, railway, as used in this definition, includes:

- (a) all branches, extensions, sidings, stations, depots, wharves, rolling stock, equipment, works, property and works connected with the railway and all railway bridges, tunnels or other structures connected with the railway; and
- (b) communications or signalling systems and related facilities and equipment used for railway purposes.

“Remediation” means the removal, reduction, or neutralization of substances, Wastes or hazardous material from a site in order to prevent or minimize any adverse effects on the Environment and public safety now or in the future.

“Specified Substances” means carving stone, clay, construction stone, diatomaceous earth, earth, flint, gravel, gypsum, limestone, marble, marl, ochre, peat, sand, shale, slate, sodium chloride, soil and volcanic ash.

“Surface Rights Board” means an institution of public Government established by Legislation that has jurisdiction over matters relating to access and compensation in the Mackenzie Valley, including the Agreement Area and all Métis Land.

“Territorial” refers to the Northwest Territories.

“Territorial Park” means an area established under the *Territorial Parks Act* that is wholly or partly within the Agreement Area.

“Trade” means to barter or buy.

“Trading Area” means the area depicted on the map identified as Appendix 2.

“Tree” means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories.

“Waste” in relation to the deposit of waste, has the same meaning as in the *Northwest Territories Waters Act*.

“Water” includes ice.

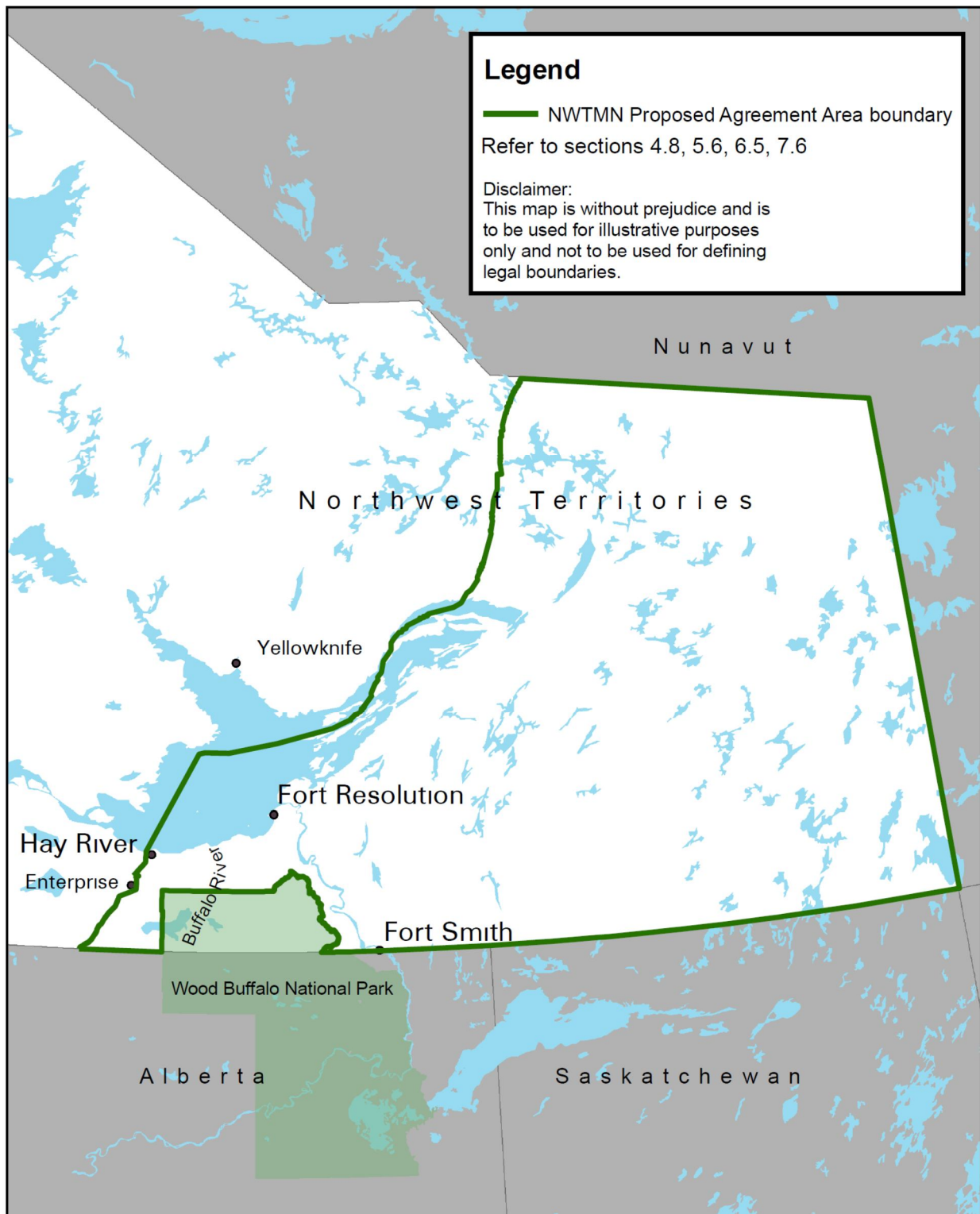
“Waterfront Land” means a strip of land 31 metres wide measured inland from the Bank of a Navigable river or other Navigable water body that can be entered from a Navigable river.

“Wildlife” means all *ferae naturae* in a wild state but does not include Fish or Migratory Birds.

“Winter Road” means a road on a frozen body of Water or water course or a road that can be used for only a portion of the year and that is established and maintained as a seasonal road under Legislation.

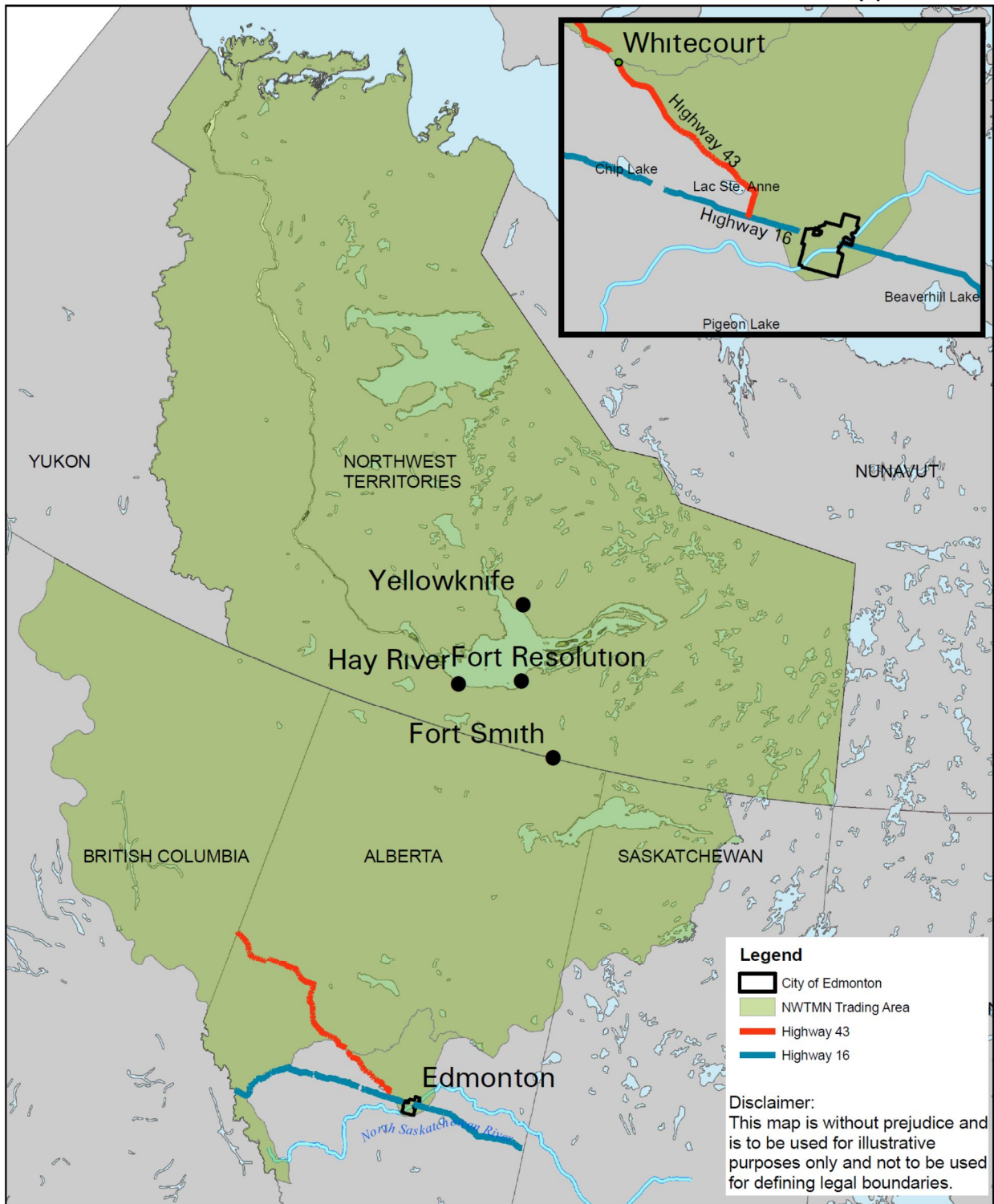
Proposed Agreement Area

Appendix 1



NWTMN Trading Area

Appendix 2



CHAPTER 2: GENERAL PROVISIONS

2.1 Status of Agreement-in-Principle

- 2.1.1 This Agreement-in-Principle will form the basis for the negotiation of the Final Agreement.
- 2.1.2 The Parties agree that the Agreement-in-Principle is:
- (a) not legally binding on any of the Parties; and
 - (b) without prejudice to the respective legal positions of the Parties.
- 2.1.3 Neither the Agreement-in-Principle, nor any related communication over the course of the Agreement-in-Principle negotiations, will be:
- (a) used against any of the Parties in any court proceeding or any other legal process; or
 - (b) construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties.
- 2.1.4 On the Effective Date the Final Agreement will replace the Agreement-in-Principle.

2.2 Status of Final Agreement

- 2.2.1 The Final Agreement will be binding on the Parties and on all persons.
- 2.2.2 The Parties and all persons are entitled to rely on the Final Agreement.
- 2.2.3 Legislation will give the Final Agreement the force of Law.
- 2.2.4 The Final Agreement will create legal rights and obligations.
- 2.2.5 Prior to the Final Agreement, the Parties will discuss whether the Final Agreement will contain provisions for the Final Agreement to become a Land Claims Agreement.

2.3 Certainty

- 2.3.1 The Final Agreement will provide certainty with respect to the use and ownership of lands and resources within the Northwest Territories and Wood Buffalo National Park by individuals eligible to be enrolled under the Final Agreement.
- 2.3.2 Prior to the Final Agreement, the Parties will discuss the treatment of Migratory Birds.
- 2.3.3 Prior to the Final Agreement, the Parties will determine the precise legal technique to achieve certainty, including appropriate releases and indemnities.

2.4 Representation and Warranty

- 2.4.1 The Final Agreement will provide that the NWTMN represents and warrants to Government that, with respect to the matters dealt with in the Final Agreement, it has the authority to enter into the Final Agreement on behalf of all individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.
- 2.4.2 Each Party enters into the Agreement-in-Principle as an independent party acting in its own best interest and acknowledges that it has revised, negotiated or had the opportunity to revise or negotiate the terms and language of the Agreement-in-Principle.

2.5 Other Aboriginal People

- 2.5.1 No provision in the Final Agreement will be construed to:
 - (a) recognize or provide any Aboriginal or treaty rights for any Aboriginal People; or
 - (b) affect:
 - (i) any treaty right of any Aboriginal People, where the right existed before the provision of Final Agreement was in effect, or

(ii) any Aboriginal Rights of any Aboriginal People,

other than individuals eligible to be enrolled under the Final Agreement.

2.5.2 If a superior court of a province or territory, the Federal Court of Canada or the Supreme Court of Canada finally determines that 2.5.1 has the effect of rendering a provision of the Final Agreement wholly or partially inoperative or ineffective because that provision of the Final Agreement would otherwise affect any right referred to in 2.5.1(b)

(a) upon notice by a Party, the Parties will enter into negotiations for the amendment of the Final Agreement in order to resolve any problems caused by that provision being wholly or partially inoperable or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of Métis Members or the NWTMN that would have been enjoyed under the provision; and

(b) if the Parties fail to reach agreement on an amendment under 2.5.2 (a) within 90 days' of the notice, a Party may refer the matter of compensation for resolution in accordance with the Dispute Resolution chapter.

2.5.3 If Canada or the Government of the Northwest Territories enters into a treaty or a Land Claims Agreement, with any other Aboriginal People and that treaty or Land Claims Agreement adversely affects the rights of the NWTMN as set out in the Final Agreement, Canada or the Government of the Northwest Territories, or both, as the case may be, will provide the NWTMN with additional or replacement rights or other appropriate remedies.

2.5.4 At the request of the NWTMN, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies contemplated by 2.5.3.

2.5.5 If the Parties are unable to reach agreement on the provision of the additional or replacement rights or other appropriate remedies contemplated by 2.5.3, the provision of appropriate remedies will be

determined in accordance with the Dispute Resolution chapter.

- 2.5.6 The NWTMN acknowledges that in the course of Final Agreement negotiations, Government will continue to consult other Aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982*, or who assert that they have rights protected by section 35, which may be adversely affected by the coming into effect of the contemplated Final Agreement, and that as a result Government may, with a view to achieving reconciliation, propose changes to the contemplated Final Agreement.

2.6 Jurisdiction of the Courts

- 2.6.1 The Supreme Court of the Northwest Territories will have jurisdiction in respect of any action or proceeding respecting the interpretation or application of the Final Agreement.

- 2.6.2 The Supreme Court of the Northwest Territories will have jurisdiction to review, on a question of Law or jurisdiction:

- (a) an enrolment appeal decision under the Eligibility and Enrolment chapter; and
- (b) a decision of an arbitrator under the Dispute Resolution chapter.

2.7 Rights and Benefits

- 2.7.1 Rights and benefits provided pursuant to the Final Agreement for the NWTMN are held by Métis Members collectively and may be exercised by individual Métis Members subject to any limitations established by or under any provisions of the Final Agreement, including any limitations established by the NWTMN pursuant to the Final Agreement.

- 2.7.2 No Métis Member has a right to land, money or other benefits under the Final Agreement unless specifically provided for in the Final Agreement or by decision of the NWTMN. Nothing in the Final Agreement will:

- (a) affect the rights of Métis Members as Canadian citizens and they will continue to be entitled to all the rights and benefits of all other

Canadian citizens applicable to them from time to time; nor

- (b) prevent Métis Members from participating in or benefiting from federal and Territorial programs for Aboriginal People determined in accordance with general criteria for such programs established from time to time.

2.8 Status of Métis Land and Métis Community Land

- 2.8.1 Métis Land and Métis Community Land will not be “Lands reserved for the Indians” within the meaning of section 91(24) of the *Constitution Act, 1867*.

2.9 Application of Federal Law and Territorial Law

- 2.9.1 The application of Federal and Territorial Law to the NWTMN, Métis Councils, Métis Members, Designated Métis Organizations, Métis Community Land and Métis Land will not be affected except as expressly provided in the Final Agreement.
- 2.9.2 Nothing in the Final Agreement will affect or limit the application of the *Emergency Management Act (Canada)*, the *Emergencies Act (Canada)*, or the *Civil Emergencies Act (Northwest Territories)*, which will continue to apply in all aspects to Métis Land.

2.10 Conflicts and Inconsistencies

- 2.10.1 Where there is any inconsistency or conflict between the Legislation giving effect to the Final Agreement and the Final Agreement, the Final Agreement will prevail to the extent of the inconsistency or conflict.
- 2.10.2 Where there is any inconsistency or conflict between the Legislation giving effect to the Final Agreement or the Final Agreement and any other Legislation, the Legislation giving effect to the Final Agreement or the Final Agreement, as the case may be, will prevail to the extent of the inconsistency or conflict.
- 2.10.3 Where there is any inconsistency or conflict between the provisions of the General Provisions chapter and the provisions of any other chapter, the

provisions of the General Provisions chapter will prevail to the extent of the inconsistency or conflict.

2.11 Consultation

2.11.1 The Final Agreement will set out the Consultation obligations of the Parties.

2.11.2 Prior to the Final Agreement, the Parties will discuss the definition of Consultation and other particulars and aspects of Consultation.

2.12 Disclosure of Information and Privacy

2.12.1 Subject to 9.4.4, but notwithstanding any other provision of the Final Agreement:

- (a) Government is not required to disclose any information that they are required to or authorized to withhold under Legislation, including under sections 37 to 39 of the *Canada Evidence Act*;
- (b) if Legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Government is not required to disclose that information unless those conditions are satisfied; and
- (c) the Parties are not required to disclose any information that may be withheld under a privilege at Law.

2.13 Deposit of the Final Agreement

2.13.1 The Minister of Indian Affairs and Northern Development will cause a copy of the Final Agreement and any amendments thereto, including any instrument giving effect to an amendment, to be deposited in:

- (a) the Library of Parliament;
- (b) the head office of the NWTMN;
- (c) the head office of the Fort Smith Métis Council;
- (d) the head office of the Fort Resolution Métis Council;

- (e) the head office of the Hay River Métis Government Council;
- (f) the legislative library of the Government of the Northwest Territories;
- (g) the National Library of Canada;
- (h) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
- (i) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories;
- (j) the office of the Registrar of Land Titles for the Northwest Territories; and
- (k) such other places as the Minister deems necessary.

2.14 Validity of the Final Agreement

- 2.14.1 Government, the NWTMN, any one or more Métis Council or a Designated Métis Organization will not challenge or support a challenge to the validity of any provision of the Final Agreement and if a court of competent jurisdiction finds any provision of the Final Agreement is invalid, none of them will have a claim based on such a finding.
- 2.14.2 If any provision of the Final Agreement is found by a court of competent jurisdiction to be invalid, the Parties will make best efforts to amend or replace the provision.

2.15 No Implied Waiver

- 2.15.1 Any provision of the Final Agreement, or the performance by a Party of an obligation under the Final Agreement, may not be waived unless the waiver is in writing and signed by the other Party or Parties who are giving the waiver.
- 2.15.2 No written waiver of any provision of the Final Agreement, of performance by a Party of an obligation under the Final Agreement, or of default by a

Party of an obligation under the Final Agreement, will be a waiver of any other provision, obligation, or subsequent default.

2.16 Assignment

2.16.1 The rights set out in the Final Agreement will not be assigned, either in whole or in part, unless expressly provided in the Final Agreement.

2.17 Enurement

2.17.1 The Final Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns and successors.

2.18 Amendment

2.18.1 Unless expressly provided in the Final Agreement, an amendment to the Final Agreement will require the written consent of all the Parties as follows:

- (a) the NWTMN will give consent by an appropriate instrument, which will be set out in the Final Agreement;
- (b) the Government of the Northwest Territories will give consent by an order of the Commissioner in Executive Council; and
- (c) the Government of Canada will give consent by order of the Governor in Council.

2.18.2 Following initialling but prior to the Parties signing the Final Agreement, the negotiators for the Parties may agree to minor amendments.

2.19 Devolution

2.19.1 Nothing in the Final Agreement will be construed to prevent or interfere with the devolution or transfer of responsibility or powers from the Government of Canada to the Government of the Northwest Territories.

2.20

Notice

- 2.20.1 In this section, “communication” includes a notice, document, request, approval, authorization, or consent.
- 2.20.2 Unless otherwise set out in the Final Agreement, a communication between or among the Parties under the Final Agreement must be:
- (a) delivered personally or by courier;
 - (b) transmitted by facsimile or electronic mail; or
 - (c) mailed by prepaid registered post in Canada.
- 2.20.3 A communication will be considered to have been given, made, or delivered, and received:
- (a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - (b) if transmitted by facsimile or electronic mail and the sender receives confirmation of the transmission, at the start of business on the next business day after the business day on which it was transmitted; or
 - (c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.
- 2.20.4 The Parties may agree to give, make, or deliver a communication by means other than those provided in 2.20.2 and 2.20.3 above.
- 2.20.5 The Parties will provide to each other addresses of delivery of communications under the Final Agreement and, subject to 2.20.6, will deliver a communication to the address provided by each Party.

2.20.6 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address, or transmitted to the facsimile number, of the intended recipient as set out below:

For: Canada

Attention: Minister of Aboriginal Affairs and Northern
Development
House of Commons
Confederation Building
Ottawa, Ontario
K1A 0A6
Fax Number: 819-953-4942

For: Northwest Territories

Director of Implementation
Department of Aboriginal Affairs and Intergovernmental
Relations
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, NT X1A 2L9

For: NWTMN

Attention: Northwest Territory Métis Nation President
Northwest Territory Métis Nation Administrative Office
Box 720
Fort Smith, NT X0E 0P0

2.20.7 A Party may change its address or fax number by giving a notice of the change to the other Parties.

2.21 Interpretation

2.21.1 The only authoritative versions of this Agreement are the versions in English and French languages signed by all Parties, and the English and French versions will be equally authoritative.

2.21.2 In this Agreement-in-Principle, unless otherwise expressly provided for or unless otherwise clear from the context:

- (a) the use of the singular includes the plural, and the use of the plural includes the singular;
- (b) “or” is used in its inclusive sense, meaning A or B, or both A and B;
- (c) “and” is used in its joint sense, meaning A and B, but not either alone;
- (d) a reference in a chapter to a “Schedule” means a schedule of that chapter;
- (e) “will” denotes an obligation that, unless this Agreement-in-Principle provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
- (f) “may” is to be construed as permissive, but the use of the words “may not” are to be construed as disempowering;
- (g) “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”;
- (h) “Prior to Final Agreement” means prior to the initialling of the Final Agreement unless stated otherwise;
- (i) headings and subheadings are for convenience only, do not form a part of this Agreement-in-Principle, and do not define, limit, alter or enlarge the scope or meaning of any provision of this Agreement-in-Principle;
- (j) where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings; and
- (k) a reference to a heading number or subheading number is a reference to the paragraphs under that heading or subheading, as applicable.

- 2.21.3 The Preamble, Schedules and provisions of the Final Agreement will be read together and will be interpreted as one Final Agreement.
- 2.21.4 The Final Agreement will comprise the entire agreement and there will be no representation, warranty, collateral agreement or condition affecting the Final Agreement unless expressly provided in the Final Agreement.
- 2.21.5 Except where a specific year and chapter number are included, citation of Legislation refers to the Legislation as amended from time to time and includes successor Legislation.
- 2.21.6 The Final Agreement may be examined as an aid to interpretation where there is any disagreement about the meaning of any Legislation giving effect to the Final Agreement.
- 2.21.7 Notwithstanding any provision of the Final Agreement, Government may authorize any body or person to act on its behalf, or may identify, or change the identification of, which of its Ministers is responsible for the subject matter of a provision, by Legislation or an order of the Governor in Council, in respect of the Government of Canada, or the Commissioner in Executive Council, in respect of the Government of the Northwest Territories.
- 2.21.8 In the interpretation of the Final Agreement, there will be no presumption that doubtful expressions will be resolved in favour of any one of the Parties.
- 2.21.9 Capitalized words or phrases will have the meanings assigned to them in the Agreement.

CHAPTER 3: ELIGIBILITY AND ENROLMENT

3.1 Eligibility Criteria

3.1.1 An individual will be eligible to be enrolled under the Final Agreement if he or she is a Canadian citizen who:

- (a) is Métis; or
- (b) was adopted as a Child, under Laws or under NWTMN custom, by a Métis or is a descendent of such person.

3.1.2 An individual may not be enrolled under the Final Agreement and:

- (a) receive benefits or exercise rights under a treaty;
- (b) be on an *Indian Act* band list; or
- (c) be enrolled under a Land Claims Agreement.

3.1.3 Prior to the Final Agreement, the Parties will discuss additional criteria for eligibility, including a community acceptance process, and any steps required for demonstrating eligibility under 3.1.2.

3.1.4 Prior to the Final Agreement the Parties will determine how to establish the initial Métis Membership Register.

3.1.5 Enrolment under the Final Agreement will not:

- (a) confer or deny rights of entry into Canada or Canadian citizenship;
or
- (b) impose any obligation on Government to provide rights or benefits, except as set out in the Final Agreement or in Legislation.

3.2 Application

3.2.1 An individual may apply for enrolment on behalf of:

- (a) himself or herself; or

- (b) an individual whose affairs the applicant has legal authority to manage.

3.2.2 The burden of demonstrating eligibility will be on the applicant.

3.2.3 The Final Agreement will set out the process and timing for enrolment.

3.3 Enrolment Committee

3.3.1 An Enrolment Committee will be established on the Effective Date to:

- (a) provide applicants with information on the eligibility criteria and enrolment process set out in the Final Agreement;
- (b) consider and decide on all enrolment applications received based on the eligibility criteria set out in the Final Agreement;
- (c) place the names of individuals on the Métis Membership Register;
- (d) maintain the Métis Membership Register and publish it on an annual basis;
- (e) provide each Métis Member with proof of enrolment on the Métis Membership Register;
- (f) maintain records on all individuals refused enrolment, including reasons for the refusal, and advise such individuals of their right to appeal the decision;
- (g) report to the Parties on the enrolment process; and
- (h) comply with any other requirements set out in the Final Agreement.

3.3.2 The Enrolment Committee will be composed of five (5) members:

- (a) one (1) appointed by the NWTMN and one (1) from each Métis Council; and

- (b) one (1) appointed by the Deputy Minister of Indian Affairs and Northern Development.

3.3.3 The Enrolment Committee will determine its own procedures and rules.

3.3.4 Following the Initial Enrolment Period:

- (a) the Enrolment Committee will be dissolved and enrolment will become the responsibility of the NWTMN;
- (b) the Enrolment Committee will provide all its records to the NWTMN; and
- (c) the NWTMN will continue to maintain the Métis Membership Register and provide:
 - (i) a true copy of the Métis Membership Register to the Parties annually, or as requested; and
 - (ii) information on the enrolment process, as requested.

3.3.5 A Métis Member will be eligible to be a member of a Métis Council and the NWTMN.

3.4 Enrolment Appeal Board

3.4.1 An Enrolment Appeal Board will be established on the Effective Date to be responsible for the enrolment appeal process.

3.4.2 The Enrolment Appeal Board will be composed of three (3) members:

- (a) two (2) appointed by the NWTMN; and
- (b) one (1) appointed by the Deputy Minister of Indian Affairs and Northern Development.

3.4.3 The Final Agreement will set out:

- (a) the powers, responsibilities and authority of the Enrolment Appeal Board; and

(b) the process and timing of the appeal process.

3.4.4 Decisions of the Enrolment Appeal Board may be subject to judicial review in the Supreme Court of the Northwest Territories.

3.5 Costs

3.5.1 During the Initial Enrolment Period, the Enrolment Committee and Enrolment Appeal Board will prepare operation budgets annually and submit them to Canada. Canada may approve the budgets as prepared or vary them and will pay the reasonable and necessary costs required to fulfill the mandates of the Enrolment Committee and Enrolment Appeal Board during the Initial Enrolment Period.

3.5.2 Following the Initial Enrolment Period, the NWTMN will be responsible for ongoing enrolment costs, including the costs of its enrolment appeal process.

CHAPTER 4: WILDLIFE HARVESTING

4.1 Wildlife Harvesting Rights

Right to Harvest All Species Year Round

- 4.1.1 Métis Members will have the right to Harvest all species of Wildlife for Domestic Purposes throughout the Agreement Area at all times of the year in accordance with the Final Agreement.

General Limitations

- 4.1.2 Government may limit the rights provided for in the Wildlife Harvesting chapter by measures taken pursuant to Legislation for purposes of:

- (a) Conservation;
- (b) public health; or
- (c) public safety.

- 4.1.3 Government will Consult the NWTMN prior to imposing a limitation or restriction pursuant to 4.1.2 that could adversely affect the exercise of Wildlife Harvesting rights set out in 4.1.1.

- 4.1.4 In the event of an emergency, Government may impose a limitation or restriction pursuant to 4.1.2 without prior Consultation. As soon as practicable, Government will provide reasons for the limitation or restriction to the NWTMN. Government will Consult the NWTMN with respect to any ongoing limitations or restrictions.

No Fee

- 4.1.5 Métis Members will not be subject to any fee for Harvesting Wildlife within the Agreement Area pursuant to 4.1.1.

Wildlife Harvesting Methods

- 4.1.6 Métis Members will have the right to utilize any method, and to possess and use any equipment, for the purpose of Wildlife Harvesting within the Agreement Area pursuant to 4.1.1, subject to Legislation.

Right to Possess and Transport

- 4.1.7 Métis Members will have the right to possess and transport anywhere in the Northwest Territories Wildlife Harvested pursuant to 4.1.1.
- 4.1.8 Government may impose controls on the export from the Northwest Territories to a province or a territory of any Wildlife Harvested pursuant to 4.1.1, for the purpose of Conservation, public health or public safety.
- 4.1.9 Government may limit the possession or transport anywhere in Canada of Wildlife Harvested pursuant to 4.1.1 for purposes of Conservation, public health or public safety.
- 4.1.10 Prior to the Final Agreement, the Parties will address the issue of documentation and identification for Métis Members possessing and transporting Wildlife Harvested pursuant to 4.1.7.

Gifting

- 4.1.11 Métis Members will have the right to gift the Edible and non-Edible parts of Wildlife Harvested pursuant to 4.1.1 to any individual within Canada for the recipient's personal use or consumption.

Trading

- 4.1.12 Métis Members will have the right to Trade:
- (a) the non-Edible Parts of Wildlife Harvested pursuant to 4.1.1 with any individual for the recipient's personal use; and
 - (b) the Edible Parts of Wildlife Harvested pursuant to 4.1.1 with:
 - (i) other Métis Members; and

- (ii) other Aboriginal People who have Harvesting rights within the Trading Area,

for the recipient's personal use or consumption.

Overlap Agreements

- 4.1.13 Prior to the Final Agreement, the NWTMN may address reciprocal Wildlife Harvesting opportunities with other Aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to Wildlife Harvesting opportunities for Métis Members may be incorporated into the Final Agreement.

4.2 Furbearer Harvesting Rights

- 4.2.1 Métis Members will have the right to Harvest all species of Furbearers throughout the Agreement Area in accordance with the *Wildlife Act*.
- 4.2.2 The Harvesting of Furbearers by Métis Members will be consistent with Legislation respecting the humane trapping of Furbearers.
- 4.2.3 Prior to the Final Agreement, the Parties will address the issuance of trapping area licences to Métis Members and the management of existing registered trapping areas within the Agreement Area.

4.3 Rights Incidental to Harvesting

Right of Access

- 4.3.1 Métis Members will have a right of access to all land and Water within the Agreement Area for the purposes of Wildlife Harvesting under the Final Agreement.

Limitations on Access

4.3.2 The right provided for in 4.3.1 does not apply:

- (a) on land within Community Boundaries that is held in fee simple, subject to an agreement for sale or subject to a surface lease;
- (b) on land outside Community Boundaries that, prior to the Effective Date, is held in fee simple, subject to an agreement for sale or subject to a surface lease;
- (c) on land outside Community Boundaries that, after the Effective Date, is held in fee simple, subject to an agreement for sale or subject to a surface lease:
 - (i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for Harvesting is not permitted, or
 - (ii) where the use of the land would be visibly incompatible with Wildlife Harvesting; or
- (d) on land that is reserved by Government in the name of any department or agency of Government:
 - (i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for Wildlife Harvesting is not permitted; or
 - (ii) where Wildlife Harvesting would be visibly incompatible with the use being made of land; or
- (e) on lands that are administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to the NWTMN until the temporary use is completed.

4.4 Limitations on Use of Lands

4.4.1 A Métis Member exercising a right of access for the purposes of Wildlife Harvesting under the Final Agreement will not:

- (a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land;
- (b) commit any mischief;
- (c) establish a Camp, cabin or any structure, or cut or use any wood other than dead wood in its natural state, without the consent of the owner, lessee or Government, as the case may be; and
- (d) cause any unnecessary damage to the land and is responsible for any such damage.

4.4.2 Prior to Final Agreement, the Parties will address limitations on access to Indian Reserve lands for Wildlife Harvesting.

Access Agreements

4.4.3 Notwithstanding 4.3.2, a Métis Member or the NWTMN may make an arrangement or enter into an agreement with an owner, lessee or Government, as the case may be, regarding access to lands described in 4.3.2 for the purposes of Wildlife Harvesting under the Final Agreement.

Conflict between an Authorized Use of Land and Harvesting Activities

4.4.4 If, on land that is not Métis Land and to which the right of access under 4.3.1 applies, a Proponent identifies a potential conflict between the Proponent's authorized use of the land and the Harvesting activities of Métis Members, the Proponent will attempt to conclude an agreement with the NWTMN with respect to the Proponent's use of the land and the nature and extent of restrictions of the access right or of the Harvesting activities that may be necessary to avoid the conflict.

4.4.5 If the Proponent and the NWTMN do not reach agreement with respect to the Proponent's authorized use of the land and the nature and extent of

restrictions of the access right or of the Harvesting activities, either party may refer the dispute for resolution in accordance with the Dispute Resolution chapter.

4.4.6 Subject to 4.4.7, if:

- (a) no reference for resolution of a dispute is made under 4.4.5; and
- (b) no agreement has been reached and the Proponent has made attempts to resolve the dispute in accordance with any criteria set by rules established pursuant to the Dispute Resolution chapter,

the Proponent may, after giving the NWTMN 10 business days' notice, impose a restriction proposed during the negotiations conducted under 4.4.4.

4.4.7 If, within the 10 business days' notice period, the NWTMN refers a dispute as to a proposed restriction for resolution in accordance with the Dispute Resolution chapter, the Proponent cannot impose the restriction unless and until the restriction is agreed to or confirmed in accordance with the Dispute Resolution chapter.

4.4.8 If, after the 10 business days' notice period, the NWTMN refers a dispute as to a restriction for resolution in accordance with the Dispute Resolution chapter, any restriction imposed by the Proponent under 4.4.6 remains in effect unless and until removed in accordance with the Dispute Resolution chapter.

4.4.9 If a dispute over a proposed restriction is referred for resolution in accordance with the Dispute Resolution chapter and an arbitrator is appointed, the arbitrator will determine whether there is a conflict between the use of land by the Proponent and the Harvesting activities of Métis Members, and if so, make an order confirming the nature, extent, duration and conditions of the restriction on the right of access under 4.3.1 or on the Harvesting activities of Métis Members required to allow the proposed use. A restriction confirmed by an order of an arbitrator will be effective from the date ordered by the arbitrator.

Occupiers' Liability

- 4.4.10 Unless the land owner or occupier, or in the case of Crown Land, Government, and a Métis Member otherwise agree, a Métis Member exercising a right of access under the Wildlife Harvesting chapter does so at the Métis Member's own risk and has no right of action against the land owner, occupier or Government as occupier for loss suffered or damage arising therefrom, except for death or injury to such person or for damage to the property of such person that results from a danger arising from the willful or reckless conduct or negligent action of the land owner, or Government as occupier.

Establishment and Use of Camps and Cabins

- 4.4.11 A Métis Member has a right to establish and use a Camp on Crown Land within the Agreement Area, subject to limitations on access set out in 4.3.2.
- 4.4.12 A Métis Member may apply under the *Northwest Territories Lands Act* for a lease of Crown Land to construct a cabin which is reasonably incidental to the exercise of Wildlife Harvesting rights under the Final Agreement on the same basis as other Aboriginal People.
- 4.4.13 For greater certainty, leases issued under 4.4.12 are the leases set out in the *Northwest Territories Lands Act*.
- 4.4.14 The Government of the Northwest Territories will Consult the NWTMN prior to amending Legislation which changes the payment for a lease other than a grazing lease under the *Northwest Territories Lands Act*.
- 4.4.15 Nothing in 4.3 or 4.4 affects existing leases or the ability of a Métis Member to apply for other leases of Crown Land.

4.5 Consultation

Legislation

- 4.5.1 Government will Consult the NWTMN prior to introducing Legislation that could adversely affect the exercise of Wildlife Harvesting rights set out in the Final Agreement.

- 4.5.2 The Government of the Northwest Territories will Consult the NWTMN prior to amending the General Hunting Licence provisions of the *Wildlife Act*.

International Agreements

- 4.5.3 Canada will Consult the NWTMN:

- (a) with respect to formulation of Canada's positions in relation to any International Agreement; or
- (b) prior to introducing new Legislation, or amending existing Legislation, arising from an International Agreement,

that could adversely affect the exercise of Wildlife Harvesting rights set out in the Final Agreement.

Commercial Wildlife Harvesting Activities within the Agreement Area

- 4.5.4 Government will Consult the NWTMN prior to:

- (a) amending the terms of an existing commercial Wildlife Harvesting authorization;
- (b) authorizing a new commercial Wildlife Harvesting activity; or
- (c) permitting any commercial activity for the propagation or husbandry of a species of Wildlife,

within the Agreement Area that could adversely affect the exercise of Wildlife Harvesting rights set out in the Final Agreement.

4.6 Commercial Wildlife Harvesting Activities on Métis Land

- 4.6.1 No new commercial Wildlife harvesting activity on Métis Land will be authorized without the consent of the NWTMN.

- 4.6.2 Prior to the Final Agreement, the Parties will discuss commercial Wildlife Harvesting opportunities for the NWTMN on Métis Land.

4.7 Wildlife Harvesting Rights and Management in National Parks

- 4.7.1 Wildlife Harvesting by Métis Members and the participation of the NWTMN in the management of Wildlife within National Parks will be conducted in accordance with the provisions of the National Parks chapter and Wood Buffalo National Park chapter.

4.8 Management of Wildlife and Role of the NWTMN

- 4.8.1 Prior to the Final Agreement, the Parties will address:
- (a) the manner in which Wildlife will be managed within the Agreement Area;
 - (b) the geographical extent of any potential renewable resources body or authority;
 - (c) the participation of the NWTMN in the management of Wildlife on the periphery of the Agreement Area where another renewable resource management area overlaps the Agreement Area; and
 - (d) the monitoring of Wildlife Harvesting activities and the collection of data for reporting purposes.
- 4.8.2 The NWTMN will have representation on any body having advisory or management responsibilities with respect to the management of Wildlife within the core Agreement Area.
- 4.8.3 The Minister will retain ultimate authority and jurisdiction over the management of Wildlife and Wildlife habitat within the Agreement Area.

4.9 Documentation

- 4.9.1 Prior to the Final Agreement, the Parties will address the issue of documentation for Métis Members exercising their Wildlife Harvesting rights set out in the Final Agreement.

4.10 General

No Sale, Ownership or Guarantee

4.10.1 Nothing in the Final Agreement will be construed to:

- (a) provide a right to Harvest Wildlife for commercial purposes or sale;
- (b) confer rights of ownership in Wildlife; or
- (c) guarantee the supply of Wildlife.

Firearms

4.10.2 Nothing in the Final Agreement will affect Canada's ability to:

- (a) require Métis Members to obtain a licence for the use and possession of firearms pursuant to Legislation; or
- (b) exempt Métis Members from any aspect of firearms Legislation on the same basis as other Aboriginal People.

Emergencies

4.10.3 Nothing in the Final Agreement will prevent any individual from Harvesting Wildlife for survival in an emergency or to defend or protect persons or property.

CHAPTER 5: FISH HARVESTING

5.1 Fish Harvesting Rights

Right to Harvest All Species Year Round

- 5.1.1 Métis Members will have the right to Harvest all species of Fish for Domestic Purposes throughout the Agreement Area at all times of the year in accordance with the Final Agreement.

Fish Harvesting Rights in Great Slave Lake

- 5.1.2 Métis Members have the right to Harvest in Great Slave Lake outside of the Agreement Area in accordance with the *Northwest Territories Fishery Regulations*, notwithstanding any other definition of who may Harvest pursuant to section 22(1) of the *Northwest Territories Fishery Regulations* made pursuant to the *Fisheries Act*.

General Limitations

- 5.1.3 Government may limit the rights provided for in the Fish Harvesting chapter by measures taken pursuant to Legislation for purposes of:
- (a) Conservation;
 - (b) public health; or
 - (c) public safety.
- 5.1.4 Government will Consult the NWTMN prior to imposing a limitation or restriction pursuant to 5.1.3 that could adversely affect the exercise of Fish Harvesting rights set out in 5.1.1.
- 5.1.5 In the event of an emergency, Government may impose a limitation or restriction pursuant to 5.1.3 without prior Consultation. As soon as practicable, Government will provide reasons for the limitation or restriction to the NWTMN. Government will Consult the NWTMN with respect to any ongoing limitations or restrictions.

No Fee

- 5.1.6 Métis Members will not be subject to any fee for Fish Harvesting within the Agreement Area pursuant to 5.1.1.

Fish Harvesting Methods

- 5.1.7 Métis Members will have the right to utilize any method, and to possess and use any equipment, for the purpose of Fish Harvesting within the Agreement Area pursuant to 5.1.1, subject to Legislation.

Right to Possess and Transport

- 5.1.8 Métis Members will have the right to possess and transport anywhere in the Northwest Territories, Fish Harvested pursuant to 5.1.1.
- 5.1.9 Government may impose controls on the export from the Northwest Territories to a province or a territory of any Fish Harvested pursuant to 5.1.1, for the purpose of Conservation, public health or public safety.
- 5.1.10 Government may limit the possession or transport anywhere in Canada of Fish Harvested pursuant to 5.1.1 for purposes of Conservation, public health or public safety.
- 5.1.11 Prior to the Final Agreement, the Parties will address the issue of documentation or identification for Métis Members possessing and transporting Fish Harvested pursuant to 5.1.8.

Gifting

- 5.1.12 Métis Members will have the right to gift Fish Harvested pursuant to 5.1.1 to any individual within Canada for the recipient's personal use or consumption. Prior to the Final Agreement the Parties will discuss additional limitations to be placed on the gifting of Fish Harvested pursuant to 5.1.1.

Trading

- 5.1.13 Métis Members will have the right to Trade Fish Harvested pursuant to 5.1.1 with:

- (a) other Métis Members; or
- (b) other Aboriginal People who have Harvesting rights within the Trading Area,

for the recipient's personal use or consumption. For purposes of this section, "Trade" means to barter or exchange for personal use and consumption.

Overlap Agreements

- 5.1.14 Prior to the Final Agreement, the NWTMN may address reciprocal Fish Harvesting opportunities with other Aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to Fish Harvesting opportunities for Métis Members may be incorporated into the Final Agreement.

5.2 Rights Incidental to Harvesting

Right of Access

- 5.2.1 Métis Members will have a right of access to all land and Water within the Agreement Area for the purposes of Fish Harvesting under the Final Agreement.

Limitations on Access

- 5.2.2 The right provided for in 5.2.1 does not apply:
 - (a) on land within Community Boundaries that is held in fee simple, subject to an agreement for sale or subject to a surface lease;
 - (b) on land outside Community Boundaries that, prior to the Effective Date, is held in fee simple, subject to an agreement for sale or subject to a surface lease;
 - (c) on land outside Community Boundaries that, after the Effective Date, is held in fee simple, subject to an agreement for sale or subject to a surface lease:

- (i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for Harvesting is not permitted, or
 - (ii) where the use of the land would be visibly incompatible with Fish Harvesting; or
- (d) on land that is reserved by Government in the name of any department or agency of Government:
 - (i) not exceeding 10 hectares, that is fenced or expressly identified as land within which access for Fish Harvesting is not permitted, or
 - (ii) where Fish Harvesting would be visibly incompatible with the use being made of land; or
- (e) on lands that are administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to the NWTMN until the temporary use is completed.

5.2.3 Prior to Final Agreement, the Parties will address limitations on access to Indian Reserve lands for Fish Harvesting.

Limitations on Use of Certain Lands

5.2.4 A Métis Member exercising a right of access for the purposes of Fish Harvesting under the Final Agreement will not:

- (a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land;
- (b) commit any mischief;
- (c) establish a Camp, cabin or any structure, or cut or use any wood other than dead wood in its natural state, without the consent of the owner, lessee or Government, as the case may be; and
- (d) cause any unnecessary damage to the land and is responsible for any such damage.

Access Agreements

- 5.2.5 Notwithstanding 5.2.2, a Métis Member or the NWTMN may make an arrangement or enter into an agreement with an owner, lessee or Government, as the case may be, regarding access to land described in 5.2.2 for the purposes of Fish Harvesting under the Final Agreement.

Conflict between an Authorized Use of Land and Harvesting Activities

- 5.2.6 If, on land that is not Métis Land and to which the right of access under 5.2.1 applies, a Proponent identifies a potential conflict between the Proponent's authorized use of the land and the Harvesting activities of Métis Members, the Proponent will attempt to conclude an agreement with the NWTMN with respect to the Proponent's use of the land and the nature and extent of restrictions of the access right or of the Harvesting activities that may be necessary to avoid the conflict.
- 5.2.7 If the Proponent and the NWTMN do not reach agreement with respect to the Proponent's authorized use of the land and the nature and extent of restrictions of the access right or of the Harvesting activities, either party may refer the dispute for resolution in accordance with the Dispute Resolution chapter.
- 5.2.8 Subject to 5.2.7, if:
- (a) no reference for resolution of a dispute is made under 5.2.7; and
 - (b) no agreement has been reached and the Proponent has made attempts to resolve the dispute in accordance with any criteria set by rules established pursuant to the Dispute Resolution chapter,
- the Proponent may, after giving the NWTMN 10 business days' notice, impose a restriction proposed during the negotiations conducted under 5.2.6.
- 5.2.9 If, within the 10 business days' notice period, the NWTMN refers a dispute as to a proposed restriction for resolution in accordance with the Dispute Resolution chapter, the Proponent cannot impose the restriction unless

and until the restriction is agreed to or confirmed in accordance with the Dispute Resolution chapter.

5.2.10 If, after the 10 business days' notice period, the NWTMN refers a dispute as to a restriction for resolution in accordance with the Dispute Resolution chapter, any restriction imposed by the Proponent under 5.2.6 remains in effect unless and until removed in accordance with the Dispute Resolution chapter.

5.2.11 If a dispute over a proposed restriction is referred for resolution in accordance with the Dispute Resolution chapter and an arbitrator is appointed, the arbitrator will determine whether there is a conflict between the use of land by the Proponent and the Harvesting activities of Métis Members, and if so, make an order confirming the nature, extent, duration and conditions of the restriction on the right of access under 5.2.1 or on the Harvesting activities of Métis Members required to allow the proposed use. A restriction confirmed by an order of an arbitrator will be effective from the date ordered by the arbitrator.

Occupiers' Liability

5.2.12 Unless the land owner or occupier, or in the case of Crown Land, Government, and a Métis Member otherwise agree, a Métis Member exercising a right of access under the Fish Harvesting chapter does so at the Métis Member's own risk and has no right of action against the land owner, occupier, or Government as occupier, for loss suffered or damage arising therefrom, except for death or injury to such person or for damage to the property of such person that results from a danger arising from the willful or reckless conduct or negligent action of the land owner, occupier or Government as occupier.

Right to Establish and Use Camps and Cabins

5.2.13 A Métis Member has a right to establish and use a Camp on Crown Land within the Agreement Area, subject to limitations on access set out in 5.2.2.

5.2.14 A Métis Member may apply under the *Northwest Territories Lands Act* for a lease of Crown Land to construct a cabin which is reasonably incidental

to the exercise of Fish Harvesting rights under the Final Agreement on the same basis as other Aboriginal People.

5.2.15 For greater certainty, leases issued under 5.4.14 are the leases set out in the *Northwest Territories Lands Act*.

5.2.16 Government will Consult the NWTMN prior to amending Legislation which changes the payment for a lease other than a grazing lease under the *Northwest Territories Lands Act*.

5.2.17 Nothing in 5.2 affects existing leases or the ability of a Métis Member to apply for other leases of Crown Land.

5.3 Consultation

Legislation

5.3.1 Government will Consult the NWTMN prior to introducing Legislation that could adversely affect the exercise of Fish Harvesting rights set out in the Final Agreement.

International Agreements

5.3.2 Canada will Consult the NWTMN:

- (a) with respect to formulation of Canada's positions in relation to any International Agreement; or
- (b) prior to introducing Legislation arising from an International Agreement,

that could adversely affect the exercise of Fish Harvesting rights set out in the Final Agreement.

Commercial Fish Harvesting Activities within the Agreement Area

5.3.3 Government will Consult the NWTMN prior to:

- (a) establishing a new commercial fishery;

- (b) establishing a new or modifying an existing commercial fishing quota; or
- (c) permitting any commercial activity for the propagation or cultivation of a species of Fish,

within the Agreement Area that could adversely affect the exercise of Fish Harvesting rights set out in the Final Agreement.

5.4 Commercial Fish Harvesting Activities on Métis Land

- 5.4.1 No person may Harvest Fish for commercial purposes on water bodies wholly contained within Métis Land without the authorization of the NWTMN.

5.5 Fish Harvesting Rights and Management in National Parks

- 5.5.1 Fish Harvesting by Métis Members and the participation of the NWTMN in the management of Fish within National Parks will be conducted in accordance with the provisions of the National Parks chapter and the Wood Buffalo National Park chapter.

5.6 Management of Fisheries and the Role of the NWTMN

- 5.6.1 The Minister will retain ultimate authority and jurisdiction over the management of fisheries and Fish habitat within the Agreement Area.
- 5.6.2 Prior to the Final Agreement, the Parties will address:
 - (a) the manner in which fisheries will be managed within the Agreement Area including:
 - (i) the creation of a renewable resource management board having advisory or management responsibilities regarding the management of fisheries within the Agreement Area;
 - (ii) the monitoring of Fish Harvesting activities by Métis Members and the collection of data for reporting purposes;

- (iii) the establishment and allocation of total allowable catches; and
 - (iv) the conduct of Fish Harvesting studies and research;
- (b) the geographical extent of any potential renewable resources body or authority; and
- (c) the participation of the NWTMN in the management of fisheries on the periphery of the Agreement Area where another renewable resource management area overlaps the Agreement Area.

5.6.3 The NWTMN will have representation on any body having advisory or management responsibilities with respect to the management of fisheries within the core Agreement Area.

Management of Fisheries in Great Slave Lake

5.6.4 The fisheries in Great Slave Lake will be managed by the Minister with advice from the Great Slave Lake Advisory Committee or any successor body with advisory or management responsibilities the Minister establishes.

5.6.5 For greater certainty, any other advisory or management body having responsibilities for fisheries within the Agreement Area will not have responsibilities with respect to Great Slave Lake.

5.7 Documentation

5.7.1 Prior to the Final Agreement, the Parties will address the issue of documentation for Métis Members exercising their Fish Harvesting rights set out in the Final Agreement.

5.8 General

No Sale, Ownership or Guarantee

5.8.1 Nothing in the Final Agreement will be construed to:

- (a) provide a right to Harvest Fish for commercial purposes or sale;

- (b) confer rights of ownership in Fish; or
- (c) guarantee the supply of Fish.

Emergencies

5.8.2 Nothing in the Final Agreement will prevent any individual from Harvesting Fish for survival in an emergency.

CHAPTER 6: PLANT HARVESTING

6.1 Applicability of Chapter

6.1.1 This chapter, except 6.5, does not apply to Métis Land.

Right to Harvest All Species Year Round

6.1.2 Métis Members will have the right to Harvest all species of Plant throughout the Agreement Area at all times of the year in accordance with the Final Agreement for the following purposes:

- (a) the making of handicrafts;
- (b) food, traditional, cultural, or medicinal purposes; and
- (c) purposes ancillary to Wildlife Harvesting,

in accordance with the Final Agreement.

General Limitations

6.1.3 Government may limit or restrict the rights provided for in the Plant Harvesting chapter by measures taken pursuant to Legislation for purposes of:

- (a) Conservation;
- (b) public health;
- (c) public safety;
- (d) land management within Community Boundaries; or
- (e) protecting the Environment from significant damage.

6.1.4 Government will Consult the NWTMN prior to imposing a limitation or restriction pursuant to 6.1.3 that could adversely affect the exercise of Plant Harvesting rights set out in 6.1.2.

- 6.1.5 In the event of an emergency, Government may impose a limitation or restriction pursuant to 6.1.3 without prior Consultation. As soon as practicable, Government will provide reasons for the limitation or restriction to the NWTMN. Government will Consult the NWTMN with respect to any ongoing limitations or restrictions.

No Fee

- 6.1.6 Métis Members will not be subject to any fee for Plant Harvesting within the Agreement Area pursuant to 6.1.2.

Right to Possess and Transport

- 6.1.7 Métis Members will have the right to possess and transport anywhere in the Northwest Territories Plants Harvested pursuant to 6.1.2.
- 6.1.8 Government may impose controls on the export from the Northwest Territories to a province or a territory of Plants Harvested pursuant to 6.1.2 for purpose of Conservation, public health or public safety.
- 6.1.9 Government may limit the possession or transport anywhere in Canada of Plants Harvested pursuant to 6.1.2 for purposes of Conservation, public health or public safety.
- 6.1.10 Prior to the Final Agreement, the Parties will address the issue of documentation and identification for Métis Members possessing and transporting Plants Harvested pursuant to 6.1.7.

Gifting

- 6.1.11 Métis Members will have the right to gift Plants Harvested pursuant to 6.1.2 to any individual within Canada for the recipient's personal use and consumption.

Trading

- 6.1.12 Métis Members will have the right to Trade Plants Harvested pursuant to 6.1.2 with:

- (a) other Métis Members; or
- (b) other Aboriginal People who have Harvesting rights within the Trading Area,

for the recipient's personal use or consumption.

Overlap Agreements

- 6.1.13 Prior to the Final Agreement, the NWTMN may address reciprocal Plant Harvesting opportunities with other Aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to Plant Harvesting opportunities for Métis Members may be incorporated into the Final Agreement.

6.2 Rights Incidental to Harvesting

Right of Access

- 6.2.1 Métis Members will have access to all land and Water within the Agreement Area for the purposes of Plant Harvesting under the Final Agreement.

Limitations on Access

- 6.2.2 The right provided for in 6.2.1 does not apply:
- (a) on land that is held in fee simple, subject to an agreement for sale or subject to a surface lease;
 - (b) on land where it would conflict with any activity carried out under an authorization granted by Government such as a timber licence or permit, a Forest Management agreement or land use permit;
 - (c) on land that is administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to the NWTMN until the temporary use is completed; or
 - (d) on Indian Reserve lands.

6.3 Limitations on Use of Lands

6.3.1 A Métis Member exercising access for the purposes of Plant Harvesting under the Final Agreement to land reserved by Government in the name of any department or agency of Government will not:

- (a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land;
- (b) commit any mischief;
- (c) establish a Camp, cabin or any structure, or cut or use any wood other than dead wood in its natural state, without the consent of Government; and
- (d) cause any unnecessary damage to the land and is responsible for any such damage.

Access Agreements

6.3.2 Notwithstanding 6.2.2, a Métis Member or the NWTMN may make an arrangement or enter into an agreement with an owner, lessee or Government, as the case may be, regarding access to land described in 6.2.2 for the purposes of Plant Harvesting.

Occupiers' Liability

6.3.3 Unless the land owner or occupier or in the case of Crown Land, Government, and a Métis Member otherwise agree, a Métis Member exercising access under the Plant Harvesting chapter does so at the Métis Member's own risk and has no right of action against the land owner, occupier or Government as occupier for loss suffered or damage arising therefrom, except for death or injury to such person or for damage to the property of such person that results from a danger arising from the willful or reckless conduct or negligent action of the land owner, occupier or Government as occupier.

Establishment and Use of Camps and Cabins

- 6.3.4 A Métis Member has a right to establish and use a Camp on Crown Land within the Agreement Area, subject to limitations on access set out in 6.2.2.
- 6.3.5 A Métis Member may apply under the *Northwest Territories Lands Act* for a lease of Crown Land to construct a cabin which is reasonably incidental to the exercise of Plant Harvesting rights under the Final Agreement on the same basis as other Aboriginal People.
- 6.3.6 For greater certainty, leases issued under 6.3.5 are leases set out in the *Northwest Territories Lands Act*.
- 6.3.7 Government will Consult the NWTMN prior to amending Legislation which changes the payment for a lease other than a grazing lease under the *Northwest Territories Lands Act*.
- 6.3.8 Nothing in 6.2 and 6.3 affects existing leases or the ability of a Métis Member to apply for other leases of Crown Land.

6.4 Consultation

Legislation

- 6.4.1 Government will Consult the NWTMN prior to introducing Legislation that could adversely affect the exercise of Plant Harvesting rights set out in the Final Agreement.

Commercial Plant Harvesting Activities within the Agreement Area

- 6.4.2 Government will Consult the NWTMN prior to:
- (a) amending the terms of an existing commercial Plant Harvesting authorization; or
 - (b) authorizing a new commercial Plant Harvesting activity;

within the Agreement Area that could adversely affect the exercise of Plant Harvesting rights set out in the Final Agreement.

Plant Harvesting Rights and Management in National Parks

- 6.4.3 Plant Harvesting by Métis Members and the participation of the NWTMN in the management of Plants within National Parks will be conducted in accordance with the provisions of the National Parks chapter and Wood Buffalo National Park chapter.

6.5 Management of Plants and Role of the NWTMN

- 6.5.1 Prior to the Final Agreement, the Parties will address:
- (a) the manner in which Plants will be managed within the Agreement Area;
 - (b) the geographical extent of any potential renewable resources body or authority; and
 - (c) the participation of the NWTMN in the management of Plants on the periphery of the Agreement Area where another renewable resource management area overlaps the Agreement Area.
- 6.5.2 The NWTMN will have representation on any body having advisory or management responsibilities with respect to the management of Plants within the core Agreement Area.
- 6.5.3 The Minister will retain ultimate authority and jurisdiction over the management of Plants within the Agreement Area.

6.6 Documentation

- 6.6.1 Prior to the Final Agreement, the Parties will address the issue of documentation for Métis Members exercising their Plant Harvesting rights set out in the Final Agreement.

6.7 General

No Sale, Ownership, Guarantee or Compensation

6.7.1 Nothing in the Plant Harvesting chapter will be construed to:

- (a) provide a right to Harvest Plants for commercial purposes or sale;
- (b) confer rights of ownership in Plants;
- (c) guarantee the supply of Plants; or
- (d) entitle Métis Members to any compensation for damage to or loss of Plants or Plant Harvesting opportunities within the Agreement Area.

Emergencies

6.7.2 Nothing in the Final Agreement will prevent any individual from Harvesting Plants for survival in an emergency.

CHAPTER 7: TREE HARVESTING

7.1 Applicability of Chapter

7.1.1 This chapter, except 7.6, does not apply to Métis Land.

Right to Harvest All Species Year Round

7.1.2 Métis Members will have the right to Harvest all species of Trees throughout the Agreement Area at all times of the year in accordance with the Final Agreement for the following purposes:

- (a) firewood for Métis personal or communal use;
- (b) construction and maintenance of Camps and cabins for Métis personal or communal use;
- (c) the making of handicrafts for Métis personal or communal use;
- (d) traditional, cultural or medicinal use by Métis Members and Métis communal use;
- (e) construction of boats and rafts for personal use by Métis Members and Métis communal use;
- (f) construction and maintenance of houses for occupancy by Métis Members; and
- (g) construction and maintenance of structures for Métis communal use by a Designated Métis Organization and Métis Members.

General Limitations

7.1.3 Government may limit the rights provided for in the Tree Harvesting chapter by measures taken pursuant to Legislation for purposes of:

- (a) Conservation;
- (b) public health;

- (c) public safety;
- (d) land management within Community Boundaries; or
- (e) protecting the Environment from significant damage.

7.1.4 Government will Consult the NWTMN prior to imposing a limitation or restriction pursuant to 7.1.3 that could adversely affect the exercise of Tree Harvesting rights set out in 7.1.2.

7.1.5 In the event of an emergency, Government may impose a limitation or restriction pursuant to 7.1.3 without prior Consultation. As soon as practicable, Government will provide reasons for the limitation or restriction to the NWTMN. Government will Consult the NWTMN with respect to any ongoing limitations or restrictions.

No Fee

7.1.6 Métis Members will not be subject to any fee for Harvesting Trees within the Agreement Area pursuant to 7.1.2.

Right to Possess and Transport

7.1.7 Métis Members will have the right to possess and transport anywhere in the Northwest Territories Trees Harvested pursuant to 7.1.2.

7.1.8 Government may impose controls on the export from the Northwest Territories to a province or a territory of any Trees Harvested pursuant to 7.1.2 for the purpose of Conservation, public health or public safety.

7.1.9 Government may limit the possession or transport anywhere in Canada of Trees Harvested pursuant to 7.1.2 for purposes of Conservation, public health or public safety.

7.1.10 Prior to the Final Agreement, the Parties will address the issue of documentation and identification for Métis Members possessing and transporting Trees Harvested pursuant to 7.1.7.

Gifting

- 7.1.11 Métis Members will have the right to gift Trees Harvested pursuant to 7.1.2 to any individual in Canada for the purposes listed in 7.1.2 for the recipient's personal use or consumption.

Trading

- 7.1.12 Métis Members will have the right to Trade Trees Harvested pursuant to 7.1.2 with:

- (a) other Métis Members; or
- (b) other Aboriginal People who have Harvesting rights within the Trading Area,

for the recipient's personal use or consumption.

- 7.1.13 Prior to the Final Agreement, the Parties will negotiate a Tree trading area.

Overlap Agreements

- 7.1.14 Prior to the Final Agreement, the NWTMN may address reciprocal Tree Harvesting opportunities with other Aboriginal groups through the negotiation of overlap agreements. With the agreement of all Parties, overlap agreement provisions pertaining to Tree Harvesting opportunities for Métis Members may be incorporated into the Final Agreement.

7.2 Rights Incidental to Harvesting

Right of Access

- 7.2.1 Métis Members will have access to all land and Water within the Agreement Area for the purposes of Tree Harvesting under the Final Agreement.

Limitations on Access

- 7.2.2 The right provided for in 7.2.1 does not apply:

- (a) on land that is held in fee simple subject to an agreement for sale or subject to a surface lease;
- (b) on land where it would conflict with any activity carried out under an authorization granted by Government such as a timber licence or permit, a Forest Management agreement or land use permit;
- (c) on land that is administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to the NWTMN until the temporary use is completed; or
- (d) on Indian Reserve lands.

7.3 Limitations on Use of Lands

7.3.1 A Métis Member exercising access for the purposes of Tree Harvesting under the Final Agreement to land reserved by Government in the name of any department or agency of Government will not:

- (a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land;
- (b) commit any mischief;
- (c) establish a Camp, cabin or any structure, or cut or use any wood other than dead wood in its natural state, without the consent of Government; and
- (d) cause any unnecessary damage to the land and is responsible for any such damage.

Access Agreements

7.3.2 Notwithstanding 7.2.2, a Métis Member or the NWTMN may make an arrangement or enter into an agreement with an owner, lessee or Government, as the case may be, regarding access to lands described in 7.2.2 for the purposes of Tree Harvesting.

Occupiers' Liability

- 7.3.3 Unless the land owner or occupier or in the case of Crown Land, Government, and a Métis Member otherwise agree, a Métis Member exercising access under the Tree Harvesting chapter does so at the Métis Member's own risk and has no right of action against the land owner, occupier or Government as occupier for loss suffered or damage arising therefrom, except for death or injury to such person or for damage to the property of such person that results from a danger arising from the willful or reckless conduct or negligent action of the land owner, occupier or Government as occupier.

Establishment and Use of Camps and Cabins

- 7.3.4 A Métis Member has a right to establish and use a Camp on Crown Land within the Agreement Area subject to limitations on access set out in 7.2.2.
- 7.3.5 A Métis Member may apply under the *Northwest Territories Lands Act* for a lease of Crown Land to construct a cabin which is reasonably incidental to the exercise of Tree Harvesting rights under the Final Agreement on the same basis as other Aboriginal People.
- 7.3.6 For greater certainty, leases issued under 7.3.5 are leases set out in the *Northwest Territories Land Act*.
- 7.3.7 Government will Consult the NWTMN prior to introducing Legislation which changes the payment for a lease other than a grazing lease under the *Northwest Territories / Lands Act*.
- 7.3.8 Nothing in 7.2 or 7.3 affects existing leases or the ability of a Métis Member to apply for other leases of Crown Land.

7.4 Consultation

Legislation

- 7.4.1 Government will Consult the NWTMN prior to introducing Legislation that could adversely affect the exercise of Tree Harvesting rights set out in the Final Agreement.

Commercial Tree Harvesting Activities within the Agreement Area

7.4.2 Government will Consult the NWTMN prior to:

- (a) amending the terms of an existing commercial Tree Harvesting authorization; or
- (b) authorizing a new, or modifying an existing commercial Tree Harvesting activity,

within the Agreement Area that could adversely affect the exercise of Tree Harvesting rights set out in the Final Agreement.

7.5 Tree Harvesting Rights and Management in National Parks

7.5.1 Tree Harvesting by Métis Members and the participation of the NWTMN in the management of Trees within National Parks will be conducted in accordance with the provisions of the National Parks chapter and Wood Buffalo National Park chapter.

7.6 Forest Management and Role of the NWTMN

7.6.1 Prior to the Final Agreement, the Parties will address:

- (a) Forest Management within the Agreement Area; and
- (b) the geographical extent of any potential renewable resources body or authority; and
- (c) the participation of the NWTMN in Forest Management on the periphery of the Agreement Area where another renewable resource management area overlaps the Agreement Area.

7.6.2 The NWTMN will have representation on any body having advisory or management responsibilities with respect to Forest Management within the core Agreement Area.

7.6.3 The Minister will retain ultimate authority and jurisdiction over the Forest Management within the Agreement Area.

7.6.4 Nothing in the Tree Harvesting chapter will affect any responsibility of Government for the fighting of forest fires.

7.7 Documentation

7.7.1 Prior to the Final Agreement, the Parties will address the issue of documentation for Métis Members exercising their Tree Harvesting rights set out in the Final Agreement.

7.8 General

No Sale, Ownership, Guarantee or Compensation

7.8.1 Nothing in the Tree Harvesting chapter will be construed to:

- (a) provide a right to Harvest Trees for commercial purposes or sale;
- (b) confer rights of ownership in Trees;
- (c) guarantee the supply of Trees; or
- (d) entitle Métis Members to any compensation for damage to or loss of Trees or Tree Harvesting opportunities within the Agreement Area.

Emergencies

7.8.2 Nothing in the Final Agreement will prevent any individual from Harvesting Trees for survival in an emergency.

CHAPTER 8: WILDLIFE AND FISH HARVESTING COMPENSATION

8.1 Definitions

8.1.1 In this chapter:

“Claimant” means the NWTMN, a Métis Member, the NWTMN acting on behalf of a Métis Member, or a combination thereof, as the case may be.

“Developer” means a person, including for greater certainty, Government, and any community or Aboriginal government;

“Harvesting Compensation” means:

- (a) cash payment, either lump sum or a periodic payment;
- (b) non-monetary compensation including replacement or substitution of damaged or lost property or equipment, relocation or transportation of Claimants and their equipment to a different Harvesting locale; or
- (c) a combination of a) and b).

“Project” means a commercial or industrial undertaking, any municipal, Territorial or federal government public infrastructure undertaking or extension thereof, on land or Water within the Agreement Area, but does not include a Wildlife, Fish or Migratory Bird harvesting activity or naturalist activity.

8.2 Absolute Liability for Loss or Damage

8.2.1 Where a Developer is engaged in a Project within the Agreement Area and that Project has caused:

- (a) loss of or damage to property or equipment used to Harvest Wildlife and Fish pursuant to the Final Agreement;
- (b) loss of or damage to Wildlife and Fish in possession Harvested pursuant to 4.1.1 and 5.1.1;

- (c) present and future loss of income from the Harvesting of Furbearers pursuant to the Final Agreement; or
- (d) present and future loss of the right to Harvest Wildlife and Fish which would reasonably have been Harvested pursuant to the Final Agreement but for the Project,

the Developer will be absolutely liable, without proof of fault or negligence, to the Claimant.

8.2.2 Prior to the Final Agreement, the Parties will address the issue of when a Developer will not be liable for loss or damage under 8.2.1.

8.3 Exception for National Parks and Protected Areas

8.3.1 A Developer will not be liable under 8.2.1 for losses suffered by a Claimant as a result of:

- (a) the establishment of a National Park, Protected Area or the acquisition of a National Historic Site by the Parks Canada Agency; or
- (b) any lawful activity within a National Park, National Historic Site or Protected Area,

except for direct loss or damage to property or equipment used to Harvest Wildlife and Fish or for Wildlife and Fish in possession Harvested pursuant to 4.1.1 and 5.1.1.

8.4 Obligation to Mitigate

8.4.1 A Claimant will make best efforts to mitigate any losses or damages referred to in 8.2.1.

8.5 Claims for Harvesting Compensation

8.5.1 Upon discovery of any loss or damage referred to in 8.2.1, a Claimant will provide written notice of a claim for Harvesting Compensation to the Developer.

- 8.5.2 Following receipt of a notice of a claim for Harvesting Compensation, the Claimant and Developer will:
- (a) meet to review the claim for Harvesting Compensation; and
 - (b) attempt to reach agreement on resolution of the claim for Harvesting Compensation.
- 8.5.3 If the Claimant and Developer cannot reach agreement on resolution of the claim for Harvesting Compensation, either party may refer the dispute for resolution in accordance with the Dispute Resolution chapter.
- 8.5.4 Following a reference under 8.5.3, if an arbitrator is appointed under the Dispute Resolution chapter, that arbitrator will determine whether the Developer is liable under 8.2.1 and, if so, what Harvesting Compensation to award, and may:
- (a) provide for future review of the Harvesting Compensation award, if appropriate;
 - (b) recommend that the Developer and/or the Claimant take or refrain from taking certain action in order to mitigate further loss or damage; and
 - (c) on review of a previous award, determine whether the Developer and/or the Claimant have adopted any mitigating recommendations made under that previous award.
- 8.5.5 Prior to the Final Agreement, the Parties will:
- (a) discuss how the NWTMN will represent the interests of Métis Members regarding claims for Harvesting Compensation and the conditions for Métis Members to pursue claims for Harvesting Compensation without being represented by the NWTMN; and
 - (b) fully set out the procedures and time periods for providing notice and initiating negotiations to resolve a claim for Harvesting Compensation.

8.6 Other Rights and Remedies

- 8.6.1 The NWTMN and a Developer may enter into an agreement that replaces or modifies the Developer's liabilities and obligations under the Wildlife and Fish Harvesting Compensation chapter that will be binding on Métis Members.

8.7 Limits of Liability

- 8.7.1 Legislation may provide for limits of liability of Developers, the burden of proof on Claimants, limitation periods for making claims and any other matters not inconsistent with the Final Agreement.

CHAPTER 9: MÉTIS LAND

9.1 Métis Land

- 9.1.1 The Final Agreement will provide that a Designated Métis Organization will have ownership of approximately 25,194 square kilometres of land as set out in this chapter, of which approximately 1,133 square kilometres will include the mines and Minerals and approximately 24,061 square kilometres will exclude mines and Minerals but include Specified Substances.

9.2 Transfer of Métis Land

- 9.2.1 On the Effective Date, title to the lands described in Schedule 9-A will vest in a Designated Métis Organization.

- 9.2.2 As soon as practicable after the Effective Date:

- (a) Canada will grant or transfer title to the lands described in Schedule 9-B; and
- (b) the Government of the Northwest Territories will grant or transfer title to the lands described in Schedule 9-C,

to a Designated Métis Organization.

9.3 Nature of Title

- 9.3.1 Métis Land will be owned in fee simple by a Designated Métis Organization for the use and benefit of Métis Members and may consist of both surface and subsurface interests, as more particularly described in Schedules 9-A, 9-B, and 9-C and the certificates of title. For greater certainty, Métis Land includes Plants and Trees.

- 9.3.2 Unless otherwise provided in the Final Agreement, title to Métis Land will:

- (a) include the Beds of lakes, rivers, and other water bodies wholly contained within the boundaries of Métis Land;

- (b) where a boundary of Métis Land crosses a lake, river, or other waterbody, include the portion of the Bed of that water body within the boundaries of Métis Land; and
- (c) not include the Bed of any lake, river, or other water body where the water body is shown or described as a boundary of Métis Land.

9.3.3 No person may acquire, by prescription, an estate or interest in Métis Land.

9.3.4 Any access route across Métis Land established after the Effective Date will:

- (a) remain Métis Land; and
- (b) not be deemed a highway or public road under Legislation, unless the NWTMN agrees otherwise.

9.4 Existing Interests

9.4.1 Existing interests on Métis Land will:

- (a) be identified in Schedule 9-D which will include a process to update the list to the Effective Date and correct the list from time to time; and
- (b) continue in accordance with their terms and conditions and Legislation that would apply to the land as if the land were Crown Land.

9.4.2 Where an existing interest on Métis Land consists, in whole or in part, of a Mining Interest, such interest will be deemed to include a right to use and consume Specified Substances in those lands subject to the Mining Interest, without compensation payable to the NWTMN, provided the use or consumption is incidental to the exercise of that Mining Interest. Compensation is payable to the NWTMN when the Specified Substance is utilized for a purpose not incidental to the exercise of that Mining Interest.

- 9.4.3 Prior to the Final Agreement, the Parties will identify existing interests on Métis Land that will continue to be administered by Government after the Effective Date.
- 9.4.4 Notwithstanding any Legislation relating to access to information or privacy, Government will provide a Designated Métis Organization access to any information under its control, other than Federal Cabinet documents or Territorial Executive Council documents, that is required for the administration by a Designated Métis Organization of an interest listed in Schedule 9-D. Information provided to a Designated Métis Organization will be kept confidential and will only be used for the purposes for which it was provided.

9.5 Royalties and Non-Refundable Rents

- 9.5.1 Any royalties or non-refunded rents received by Canada or the Government of the Northwest Territories in respect of the period:
- (a) between the signing of the Final Agreement and the Effective Date for an interest listed in Schedule 9-E will be accounted for by Canada or the Government of the Northwest Territories and an equal amount paid to the NWTMN as soon as practicable after the Effective Date in accordance with a schedule to be established in the Implementation Plan; and
 - (b) after the Effective Date for an interest listed in Schedule 9-E that will continue to be administered by Government, or for any replacement thereof, will be accounted for by Canada or the Government of the Northwest Territories and an equal amount paid to the NWTMN as soon as practicable after each calendar year quarter.

9.6 Alienability of Métis Land

- 9.6.1 Métis Land may not be:
- (a) sold, mortgaged or pledged for security; or
 - (b) seized or sold under court order, writ of execution or any other judicial or extra-judicial process,

except as provided for in 9.6.3.

9.6.2 For greater certainty, 9.6.1 does not apply to:

- (a) any leasehold or other interest less than fee simple in Métis Land;
or
- (b) to any mortgage or pledge for security granted in respect of such a leasehold or other interest less than fee simple in Métis Land.

9.6.3 Notwithstanding 9.6.1:

- (a) small parcels of Métis Land may be sold, mortgaged or pledged for security; and
- (b) Métis Land that has been mortgaged or pledged for security may be seized or sold by court order, writ of execution or any other judicial or extra-judicial process.

9.6.4 Métis Land that is sold will not be Métis Land.

9.6.5 Prior to the Final Agreement, the Parties will identify limitations and conditions which will apply to 9.6.3(a) and the mechanism for the Designated Métis Organization to approve the sale, mortgage or pledging for security of Métis Land.

9.7 Additions to Métis Land

9.7.1 Land acquired by the NWTMN within the Agreement Area will not become Métis Land, unless the Parties agree otherwise in writing.

9.8 Boundaries

9.8.1 Natural boundaries of Métis Land will be located at the ordinary high water mark in accordance with the *Canada Lands Surveys Act*.

9.8.2 Natural boundaries of Métis Land will change with the movements of natural features as long as these movements are gradual and imperceptible from moment to moment.

9.8.3 The plans of survey registered with the Land Titles Office pursuant to 9.10.1 will replace any other description of the boundaries of Métis Land.

9.9 Surveys

9.9.1 Canada will, at its expense, survey the boundaries of all Métis Land in accordance with a schedule to be established in the Implementation Plan, except where there is already a plan of survey acceptable to the Surveyor General.

9.9.2 Unless otherwise required by Law or agreed by Canada, Canada will not be responsible for the costs of any subsequent surveys of Métis Land.

9.9.3 Surveys referred to in 9.9.1 and 9.9.2 will be conducted in accordance with the *Canada Lands Surveys Act* and the instructions of the Surveyor General of Canada. The completed surveys will be deposited by Canada in the Canada Lands Survey Records.

9.9.4 A copy of the plans of survey referred to in 9.9.1, agreed to by the Parties, will be submitted by Canada to the Registrar of Land Titles for the Northwest Territories.

9.9.5 The Designated Métis Organization will not be responsible for any registration costs that may be payable pursuant to 9.9.4.

9.10 Issuance of Certificates of Title

9.10.1 Canada will submit all necessary documentation so that certificates of title may be issued:

- (a) as soon as practicable after the Effective Date, in the case of surveyed lands described in Schedule 9-A; and
- (b) as soon as practicable after the submission of a plan of survey to the Registrar of Land Titles under 9.9.4 in the case of land described in Schedule 9-A that is unsurveyed on the Effective Date.

9.10.2 There will be no fee or costs charged by Government for the initial vesting, grant or transfer of any title in or to the Designated Métis Organization or for the initial issuance of a certificate of title to the Designated Métis Organization under 9.2.2 or 9.10.1.

9.11 Contaminated Sites

9.11.1 Government will apply any program it has for the Remediation of Contaminated Sites on Crown Land within the Agreement Area to the Remediation of Contaminated Sites on Métis Land identified in Schedule 9-F on the same basis as it applies the program to Crown Land.

9.11.2 After the Effective Date, the Minister of Indian Affairs and Northern Development on behalf of Canada, the Government of the Northwest Territories and the Designated Métis Organization may agree in writing that a Contaminated Site on Métis Land not identified in Schedule 9-F existed prior to the Effective Date and, if agreement is reached, Schedule 9-F will be deemed amended to include the Contaminated Sites. If the Parties do not reach an agreement within 90 days, any Party may refer the dispute for resolution in accordance with the Dispute Resolution chapter. In the event arbitration is used to resolve the dispute, and if the arbitrator confirms the Contaminated Site existed prior to the Effective Date, Schedule 9-F will be deemed amended to include the Contaminated Site.

9.11.3 Prior to conducting the Remediation of a Contaminated Site identified in Schedule 9-F, Government will Consult the Designated Métis Organization regarding the Remediation plan.

9.11.4 Government will be responsible for the costs associated with any Remediation of a Contaminated Site on Métis Land pursuant to 9.11.1. For greater certainty, nothing in the Final Agreement will prevent or limit Government from pursuing any remedies that may exist at Law against the person liable for the contamination.

9.11.5 Government will not be liable for:

- (a) any loss to a Métis Member or the NWTMN resulting from any Contaminated Site on Métis Land; or

- (b) any damage which may be caused to Métis Land as a result of the Remediation of a Contaminated Site identified in Schedule 9-F.

9.12 Land and Water Regulation

9.12.1 Prior to the Final Agreement, the Parties will address the regulation of the use of land and Water within the Agreement Area, and the NWTMN's participation in such regulation, in a manner consistent with the prevailing regulatory regime in the Northwest Territories.

9.12.2 Government will Consult with the NWTMN prior to amending the land and Water regulatory regime applicable to the Agreement Area.

9.13 Land Use Plan

9.13.1 Government will invite the NWTMN to be a participant in any regional land use planning process for the South Slave Region on the same basis as any other Aboriginal group.

Schedule 9-A: Land Vested by Canada to a Designated Métis Organization

Schedule 9-B: Land Transferred by Canada to a Designated Métis Organization

Schedule 9-C: Land Transferred by the Government of the Northwest Territories to a Designated Métis Organization

Schedule 9-D: Existing Interests

Schedule 9-E: Royalties and Non-Refunded Rents

Schedule 9-F Contaminated Sites

CHAPTER 10: ACCESS TO MÉTIS LAND

10.1 General

- 10.1.1 Any person exercising a right of access under more than one provision in the Access to Métis Land chapter has access pursuant to the least restrictive provision.
- 10.1.2 Nothing in the Final Agreement will affect the public right of navigation.
- 10.1.3 Any person exercising a right of access to Métis Land or Waters overlying Métis Land may employ any mode of transport, subject to Legislation and any other conditions agreed to pursuant to the Access to Métis Land chapter.
- 10.1.4 Any person accessing Métis Land or Waters overlying Métis Land, other than a person exercising a right of access under 10.16.1 or 10.16.5, who does not comply with the Access to Métis Land chapter, will be considered a trespasser.
- 10.1.5 Unless a Métis Member, on the individual's own behalf, or the NWTMN and a person otherwise agree, the person exercising a right of access under the Access to Métis Land chapter does so at the person's own risk and has no right of action against the Métis Member or NWTMN as occupier for loss suffered or damage arising therefrom, except for death or injury to such person or for damage to the property of such person that results from a danger arising from the wilful or reckless conduct or negligent action of the NWTMN or the Métis Member.
- 10.1.6 Any person exercising a right of access under the Access to Métis Land chapter is subject to any restrictions or prohibitions established by Legislation.
- 10.1.7 Nothing in the Final Agreement will limit access to Métis Land or Waters overlying Métis Land for purposes of law enforcement, investigations or inspections under Law or responding to emergencies.
- 10.1.8 Any person may access Métis Land and Waters overlying Métis Land without prior notice in an emergency.

10.1.9 Prior to the Final Agreement, the Parties will develop a process to establish the additional conditions contemplated by 10.4, 10.9, 10.13, 10.18 and 10.21. Such conditions are intended to apply generally to all persons exercising a right to any particular type of access and generally to all parcels of Métis Land having similar attributes. The process and any resulting conditions may be set out in an agreement separate from the Final Agreement.

10.2 Non-Commercial Access

10.2.1 Any person has a right of access to enter, cross or stay temporarily on Métis Land and Waters overlying Métis Land subject to:

- (a) conditions and restrictions set out in 10.3;
- (b) additional conditions which may be made in accordance with 10.4; and
- (c) Legislation.

10.2.2 Any person exercising access under 10.2.1 may Harvest Wildlife and Fish subject to Legislation.

10.2.3 No rent, fee, charge, or compensation is payable to the NWTMN for:

- (a) access under 10.2.1; or
- (b) any cost incurred by the NWTMN in relation to access under 10.2.1,

unless otherwise provided by Legislation enacted after Consultation with the NWTMN.

10.2.4 In conjunction with land selection and prior to the Final Agreement, the Parties agree to discuss the possibility of restricting Wildlife and Fish Harvesting on specific parcels of Métis Land.

10.3 Conditions and Restrictions on Non-Commercial Access

10.3.1 Access under 10.2.1 will, where practicable, be exercised:

- (a) upon prior notice to the NWTMN;
- (b) on a route identified for that purpose by the NWTMN; or
- (c) on an existing route used regularly for such access.

10.3.2 Unless otherwise agreed to by the NWTMN, a person exercising access under 10.2.1 is subject to conditions that the person:

- (a) does not cause unnecessary damage to Métis Land and is responsible for any such damage;
- (b) does not commit any mischief; and
- (c) does not unnecessarily interfere with the use and peaceable enjoyment of Métis Land by the NWTMN or a Métis Member.

10.3.3 Access under 10.2.1 does not include the right to:

- (a) engage in any commercial activity;
- (b) establish any permanent or seasonal campsite or structure; or
- (c) for greater certainty, enter into any structure without the permission of the owner of the structure or damage any structure on Métis Land, except in the case of emergency.

10.4 Additional Conditions by Agreement on Non-Commercial Access

10.4.1 The NWTMN may only establish conditions on access under 10.2.1 with the agreement of Government to:

- (a) address additional requirements for notice or registration by persons exercising such access;
- (b) identify specific areas or periods of time in which such access may be limited, or not be exercised in order to protect the Environment; or

- (c) minimize the impact on Harvesting and the social and cultural environment.

10.4.2 If the NWTMN and Government do not reach agreement on an additional condition proposed under 10.4.1, the NWTMN may refer the dispute for resolution in accordance with the Dispute Resolution chapter but may not establish the condition until the dispute has been resolved.

10.4.3 The NWTMN will take reasonable measures to notify the public of any additional conditions which may be established under 10.4.1 or 10.4.2.

10.4.4 The NWTMN and any person may agree to vary the conditions which apply to that person's access under 10.2.1.

10.5 Access by Holders of Existing Interests

10.5.1 The holder of:

- (a) an interest in an excluded parcel set out in Schedule 9-D, including its renewal, replacement or extension of term;
- (b) an interest set out in Schedule 12-D, including its renewal, replacement or extension of term; or
- (c) a land use permit granted by the Mackenzie Valley Land and Water Board before the Effective Date,

has a right of access to Métis Land and Waters overlying Métis Land to allow the exercise of that interest, subject to the conditions and restrictions set out in 10.6.

10.5.2 The right of access under 10.5.1 extends to any employee, agent, client or guest of the interest holder.

10.5.3 No rent, fee, charge, or compensation is payable to the NWTMN for:

- (a) access under 10.5.1; and
- (b) any cost incurred by the NWTMN in relation to access under 10.5.1,

unless otherwise provided by Legislation enacted after Consultation with the NWTMN.

10.6 Conditions and Restrictions on Access by Holders of Existing Interests

- 10.6.1 Access under 10.5.1 will be exercised in a manner that is consistent with the type and extent of the existing interest.
- 10.6.2 Access under 10.5.1 for purposes of any activity of a type or in a location not authorized by the existing interest at the Effective Date is subject to the agreement of the NWTMN.
- 10.6.3 If the holder of the existing interest seeking access under 10.6.2 and the NWTMN do not reach agreement, the holder of the existing interest may refer the dispute to the Surface Rights Board for resolution, but may not exercise access until the dispute has been resolved.

10.7 Commercial Access for Travel by Water

- 10.7.1 Any person has, for travel by Water in the course of conducting a commercial activity, a right of access to:
 - (a) Navigable rivers overlying Métis Land and other Navigable Waters overlying Métis Land that can be entered from a Navigable river;
 - (b) portages on Métis Land associated with Navigable rivers and other Navigable Waters that can be entered from Navigable Waters; and
 - (c) Métis Land that is Waterfront Land.
- 10.7.2 Access under 10.7.1 is subject to:
 - (a) conditions and restrictions set out in 10.8;
 - (b) additional conditions established in accordance with 10.9;
 - (c) any other conditions agreed to or established in accordance with 10.10; and

(d) Legislation.

10.7.3 No rent, fee, charge or compensation is payable to the NWTMN for:

(a) access under 10.7.1; or

(b) any cost incurred by the NWTMN in relation to access under 10.7.1,

unless otherwise provided by Legislation enacted after Consultation with the NWTMN.

10.8 Conditions and Restrictions on Commercial Access for Travel by Water

10.8.1 Unless otherwise agreed to by the NWTMN, any person exercising access under 10.7.1 may not:

(a) cause unnecessary damage to Métis Land and is responsible for any such damage;

(b) commit any mischief; and

(c) unnecessarily interfere with the use and peaceable enjoyment of Métis Land by Métis Members.

10.8.2 Access under 10.7.1 must be exercised using the most direct route and by minimizing the use of portages and Waterfront Lands. Access to such portages and Waterfront Lands:

(a) is subject to prior notice being given to the NWTMN; and

(b) does not include the right to:

(i) engage in any commercial activity, other than an activity that is necessarily incidental to travel;

(ii) establish any permanent or seasonal campsite or structure;
or

- (iii) damage or enter into any structure without the permission of the owner, except in an emergency.

10.9 Additional Conditions on Commercial Access for Travel by Water

10.9.1 The NWTMN may only establish conditions on access under 10.7.1 with the agreement of Government to:

- (a) address additional requirements for notice or registration by persons exercising such access;
- (b) identify specific areas or periods of time in which such access may be limited, or not exercised in order to protect the Environment; or
- (c) minimize the impact on Harvesting and the social and cultural environment.

10.9.2 If the NWTMN and Government do not reach agreement on an additional condition proposed under 10.9.1, the NWTMN may refer the dispute for resolution in accordance with the Dispute Resolution chapter but may not establish the condition until the dispute has been resolved.

10.9.3 The NWTMN will take reasonable measures to notify the public of any additional conditions which may be established under 10.9.1 or 10.9.2.

10.10 Other Conditions on Commercial Access for Travel by Water

10.10.1 The NWTMN and any person may agree to vary the conditions which apply to that person's access to Métis Lands under 10.7.1.

10.10.2 If any person seeking to exercise access under 10.7.1 is unable to comply with the conditions set out in 10.8.1 or 10.8.2, or any additional conditions established under 10.9.1, that person may exercise access under varied conditions agreed to with the NWTMN. If the NWTMN and that person do not reach agreement on such conditions, the person may refer the dispute to the Surface Rights Board for resolution but may not exercise access under any proposed varied conditions until the dispute has been resolved.

10.11 Access to Reach Adjacent Land for Commercial Purposes

10.11.1 Any person has a right of access to Métis Land and Waters overlying Métis Land to reach adjacent lands or Waters for commercial purposes.

10.11.2 Access under 10.11.1 is subject to:

- (a) conditions and restrictions set out in 10.12;
- (b) additional conditions established in accordance with 10.13;
- (c) any other conditions agreed to or established in accordance with 10.14; and
- (d) Legislation.

10.11.3 No rent, fee, charge or compensation is payable to the NWTMN for:

- (a) access under 10.11.1; or
- (b) any cost incurred by the NWTMN in relation to access under 10.11.1,

unless otherwise provided by Legislation enacted after Consultation with the NWTMN.

10.12 Conditions and Restrictions on Access to Reach Adjacent Land for Commercial Purposes

10.12.1 Unless otherwise agreed to by the NWTMN, any person exercising access under 10.11.1 may not:

- (a) cause unnecessary damage to Métis Land and is responsible for any such damage;
- (b) commit any mischief; and
- (c) unnecessarily interfere with the use and peaceable enjoyment of Métis Land by Métis Members.

- 10.12.2 Access under 10.11.1 is subject to:
- (a) the access being of a casual and insignificant nature and prior notice being given to the NWTMN; or
 - (b) the route is being used for such access on a regular basis, whether year round or intermittently and the exercise of such access does not result in a significant alteration in the use of the route.

10.13 Additional Conditions on Access to Reach Adjacent Land for Commercial Purposes

10.13.1 The NWTMN may only establish conditions on access under 10.11.1 with the agreement of Government to:

- (a) address additional requirements for notice or registration by persons exercising such access;
- (b) identify specific areas or periods of time in which such access may be limited, or not exercised, in order to protect the Environment; or
- (c) minimize the impact on Harvesting and the social and cultural environment.

10.13.2 If the NWTMN and Government do not reach agreement on an additional condition proposed under 10.13.1, the NWTMN may refer the dispute for resolution in accordance with the Dispute Resolution chapter but may not establish the condition until the dispute has been resolved.

10.13.3 The NWTMN will take reasonable measures to notify the public of any additional conditions which may be established under 10.13.1 or 10.13.2.

10.14 Other Conditions on Access to Reach Adjacent Land for Commercial Purposes

10.14.1 The NWTMN and any person may agree to vary the conditions which apply to that person's access to Métis Lands under 10.11.1.

10.14.2 If any person seeking to exercise access under 10.11.1 is unable to comply with the conditions set out in 10.12.1 or 10.12.2, or any additional

conditions established under 10.13.1, that person may exercise access under varied conditions agreed to with the NWTMN. If the NWTMN and that person do not reach agreement on such conditions, the person may refer the dispute to the Surface Rights Board for resolution but may not exercise access under any proposed varied conditions until the dispute has been resolved. The Surface Rights Board will determine whether such access is reasonably required and, only if so determined, make an access order which ensures the access is exercised on a suitable route least harmful to Métis Members.

10.15 Subsurface Access

- 10.15.1 Government or a person having a right to explore, develop or produce Minerals under or on Métis Land has a right of access to Métis Land and Water overlying such lands for the purposes of exploring, developing, producing or transporting Minerals with the agreement of the Designated Métis Organization.
- 10.15.2 If Government or a person seeking access under 10.15.1 and the NWTMN do not reach agreement, Government or the person having a right to explore, develop or produce Minerals on or under Métis Land may refer the dispute to the Surface Rights Board for resolution but may not exercise access until the dispute has been resolved.
- 10.15.3 Government, or a person having a right to prospect for Minerals and to locate claims who do not require a land use permit or a water licence for the exercise of such rights, shall have access to Métis Land for the purpose of 10.15.1, where title to the mines and Minerals is not held by a Designated Métis Organization.
- 10.15.4 The rights exercisable in 10.15.3 are subject to conditions related to access to Métis Land for the purposes of prospecting for Minerals and locating claims.
- 10.15.5 Prior to the Final Agreement, the Parties will set out conditions related to access to Métis Land for the purposes of prospecting for Minerals and locating claims.

10.16 Government Access

10.16.1 In accordance with Law, agents, employees, contractors of Government, members of the Canadian Forces and any members of foreign armed forces serving with, or under the operational control of, the Canadian Forces and law enforcement officers and peace officers have access and may enter, cross or stay on Métis Land and Waters overlying Métis Land, and to use natural resources incidental to such access, to:

- (a) deliver and manage Government programs and services;
- (b) carry out duties under Law, including law enforcement, investigations, inspections and crime prevention;
- (c) respond to emergencies; and
- (d) address public safety and security matters.

10.16.2 For the purposes of 10.16.1, Government includes any person or entity carrying out a duty under Law or delivering or managing a program or service, including a Railway, that was formerly carried out, delivered or managed by Government. This provision does not apply to a person referred to in 10.16.8.

10.16.3 Government may establish:

- (a) navigational aids and safety devices along the shorelines of Navigable Waters on Métis Land, prior to the start of a navigation season, provided that the area occupied by each such navigational aid or safety device does not exceed:
 - (i) two (2) hectares, for range markers and buoy transits; or
 - (ii) one-tenth (0.1) of a hectare, for single beacons;
- (b) stream gauges on Métis Land;
- (c) climate stations on Métis Land; and
- (d) fuel caches on Métis Land.

- 10.16.4 Government will Consult the NWTMN prior to establishing any structures referred to in 10.16.3.
- 10.16.5 The Department of National Defence and the Canadian Forces, and any members of foreign armed forces serving with, or under the operational control of, the Canadian Forces, have access to Métis Land and Waters overlying Métis Land for military exercises with the agreement of the NWTMN on conditions for the exercise of access.
- 10.16.6 If the Minister of National Defence and the NWTMN do not reach agreement under 10.16.5, the Minister of National Defence may refer the dispute for resolution in accordance with the Dispute Resolution chapter, but the Department of National Defence and the Canadian Forces and any members of foreign armed forces serving with, or under the operational control of, the Canadian Forces, may not exercise access until the dispute has been resolved.
- 10.16.7 Nothing in the Final Agreement will limit the authority of the Minister of National Defence under section 257 of the *National Defence Act*.
- 10.16.8 Any person authorized under Legislation to provide electrical power, telecommunications services or similar public utilities, other than pipelines for the transmission of hydrocarbons, to the public will have access to Métis Land and Waters overlying Métis Land to carry out assessments, surveys and studies in relation to the proposed services, provided they Consult the NWTMN prior to exercising access.
- 10.16.9 Access under 10.16.1 or 10.16.8 is subject to:
- (a) conditions and restrictions set out in 10.17;
 - (b) additional conditions which may be made in accordance with 10.18; and
 - (c) Legislation.
- 10.16.10 No rent, fee, charge, or compensation is payable to the NWTMN for:
- (a) access under 10.16.1, 10.16.3, 10.16.5, 10.16.7 or 10.16.8; and

- (b) any cost incurred by the NWTMN in relation to access under 10.16.1, 10.16.3, 10.16.5, 10.16.7 or 10.16.8,

unless otherwise provided by Legislation enacted after Consultation with the NWTMN.

10.17 Conditions and Restrictions on Government Access

10.17.1 Unless otherwise agreed to by the NWTMN, any person exercising access under 10.16.1 is subject to conditions that the person:

- (a) does not cause unnecessary damage to Métis Land, or structures on Métis Land, and is responsible for any such damage;
- (b) does not commit any mischief; and
- (c) does not unnecessarily interfere with the use and peaceable enjoyment of Métis Land by the NWTMN or a Métis Member.

10.17.2 Government will give notice to the NWTMN before exercising access under 10.16.1 when it is reasonable to do so.

10.17.3 If Government requires the continuous use or occupancy of a parcel of Métis Land for more than two years, for any purposes other than those set out in 10.16.3, or 10.20.1, the NWTMN may require Government to acquire an interest in the parcel of Métis Land for that purpose by agreement.

10.17.4 If Government and the NWTMN do not reach agreement on the acquisition of an interest in Métis Land under 10.17.3, either party may refer the dispute for resolution in accordance with the Dispute Resolution chapter.

10.17.5 Unless otherwise provided in an agreement with the NWTMN, where access under 10.16.8 results in damage to Métis Land, or interference with the use of and peaceable enjoyment of Métis Land by the NWTMN or a Métis Member, the person exercising the access will, notwithstanding 10.16.10, compensate the NWTMN, in the case of damage to Métis Land, or the Métis Member whose use or peaceable enjoyment has been

interfered with.

- 10.17.6 If the person exercising access under 10.16.8 and the NWTMN do not reach agreement in respect to compensation under 10.17.5 the NWTMN may refer the dispute to the Surface Rights Board for resolution.

10.18 Additional Conditions by Agreement on Government Access

- 10.18.1 The NWTMN may only establish conditions on access under 10.16.1 with the agreement of Government to:

- (a) address additional requirements for notice or registration by persons exercising such access;
- (b) identify specific areas or periods of time in which such access may be limited, or not exercised in order to protect the Environment; or
- (c) minimize the impact of Harvesting on the social and cultural environment.

- 10.18.2 If the NWTMN and Government do not reach agreement on an additional condition proposed under 10.18.1, the NWTMN may refer the dispute for resolution in accordance with the Dispute Resolution chapter but may not establish the condition until the dispute has been resolved.

- 10.18.3 Additional conditions on access under 10.16.1 and 10.16.8 may be established by agreement between the NWTMN and the person to whom such conditions would apply.

- 10.18.4 Additional conditions may not be established in accordance with 10.18.1, whether through agreement with Government or the process set out in the Dispute Resolution chapter, for the exercise of access in relation to law enforcement, investigations or inspections under Law or in relation to national defence or national security.

10.19 Access to Construction Materials

- 10.19.1 The Parties will address access to Construction Materials on Métis Land after land selection is complete and prior to the Final Agreement.

10.20 Access to Remediate Contaminated Sites on Crown Land and Métis Land

10.20.1 Agents, employees and contractors of Government have access to Métis Land and Waters overlying Métis Land to conduct the Remediation of a Contaminated Site on Crown Land within the Agreement Area and a Contaminated Site listed in Schedule 9-F.

10.20.2 Access under 10.20.1 includes the right to extract, refine and transport Specified Substances or other natural resources located on Métis Land:

- (a) to conduct Remediation of a Contaminated Site listed in Schedule 9-F; and
- (b) to conduct a Remediation of a Contaminated Site on Crown Land within the Agreement Area provided there is no alternative supply within reasonable proximity to the location of the proposed use.

10.20.3 No rent, fee, charge or compensation is payable to the NWTMN for:

- (a) access under 10.20.1;
- (b) the use of Specified Substances or other natural resources under 10.20.2; or
- (c) any cost incurred by the NWTMN in relation to access under 10.20.1 or use of Specified Substances or other natural resources under 10.20.2.

10.21 Additional Conditions by Agreement on Government Access to Remediate Contaminated Sites on Crown Land and Métis Land

10.21.1 The NWTMN may only establish conditions on access under 10.20.1 with the agreement of Government to address:

- (a) additional requirements for notice or registration by persons accessing Métis Land; or
- (b) the identification of specific areas or periods of time in which such access may be limited, or not exercised in order to:

- (i) protect the Environment;
- (ii) promote public safety;
- (iii) conserve Wildlife, Fish or Migratory Birds or their habitats;
- (iv) avoid conflict with Harvesting by Métis Members or with other uses of Métis Land by Métis Members;
- (v) protect Camps, cabins or other structures.

10.21.2 If the NWTMN and Government do not reach agreement on an additional condition proposed under 10.21.1, the NWTMN may refer the dispute for resolution under the Dispute Resolution chapter but may not establish the condition until the dispute has been resolved.

10.21.3 If an agent, employee and contractor of Government seeking to exercise access under 10.20.1 or the supply of Specified Substances or other natural resources under 10.20.2 and the NWTMN do not reach agreement on:

- (a) a condition resulting from 10.21.1 or 10.21.2 respecting the supply of, or access to, the Specified Substances or other natural resources; or
- (b) access set out in 10.20.1 or 10.20.2,

either may refer the dispute for resolution in accordance with the Dispute Resolution chapter.

10.21.4 10.21.1 to 10.21.3 do not apply to any access under 10.20.1 which requires a land use permit or a water licence under Legislation.

10.22 Winter Road Access

- 10.22.1 Prior to establishing a Winter Road within the Agreement Area, Government will Consult the NWTMN.
- 10.22.2 Agents, employees and contractors of the Government of the Northwest Territories have access to Métis Land and Waters overlying Métis Land to:
- (a) establish and build Winter Roads; and
 - (b) manage, vary or close Winter Roads.
- 10.22.3 No fee, charge, or compensation is payable to the NWTMN for:
- (a) access under 10.22.2; and
 - (b) any cost incurred by the NWTMN in relation to access under 10.22.2,
- unless otherwise provided by Legislation enacted after Consultation with the NWTMN.
- 10.22.4 Prior to Final Agreement, the Parties will address Consultation with respect to the conditions on access that may be applicable to Winter Roads on Métis Land and Waters overlying Métis Land.

10.23 Linear Project Access

- 10.23.1 Prior to the Final Agreement, the Parties will discuss provisions for access to Métis Land for the purpose of planning, constructing, operating and maintaining Linear Projects.

CHAPTER 11: EXPROPRIATION

11.1 General

- 11.1.1 As a general principle, Métis Land will not be expropriated. However, if Expropriation of Métis Land is necessary, only the most limited interest will be expropriated in accordance with the Expropriation chapter.
- 11.1.2 Where the fee simple interest in a parcel of Métis Land is expropriated, the parcel of land ceases to be Métis Land.
- 11.1.3 Where less than a fee simple interest in a parcel of Métis Land is expropriated:
- (a) the parcel of land retains its status as Métis Land; and
 - (b) Métis Members and any interest holder may continue to use and occupy the parcel of land, except to the extent the use or occupation is, in the opinion of the entity holding the Expropriated interest, inconsistent with the purposes for which the parcel of land was Expropriated.
- 11.1.4 Except to the extent that the provisions of the Expropriation chapter modify the application of Law relating to the Expropriation of an interest in a parcel of Métis Land, all Law relating to Expropriation applies to the Expropriation of an interest in a parcel of Métis Land under the Expropriation chapter.
- 11.1.5 The provisions of the Expropriation chapter do not apply to the Expropriation of any interest in a parcel of Métis Land held by any person other than a Designated Métis Organization or a Métis Member. Expropriation of such interests will be conducted in accordance with Law.
- 11.1.6 Government and any entity for which land may be expropriated have a right of access to Métis Land and Waters overlying Métis Land to identify the suitability, precise location and size of any land to be expropriated under 11.3.1. No rent, fee, charge or compensation or costs incurred by a Designated Métis Organization are payable to a Designated Métis Organization for such access.

11.2 Attempt to Negotiate an Agreement Before Expropriation

11.2.1 Any entity which proposes to acquire an interest in Métis Land will:

- (a) notify a Designated Métis Organization regarding the need to acquire an interest in a parcel of Métis Land, including the nature, location, size and duration of the interest to be acquired; and
- (b) make a reasonable attempt to negotiate an agreement with a Designated Métis Organization for the transfer of the required interest so as to avoid the need for Expropriation.

11.2.2 Where agreement is not reached under 11.2.1(b) between a Designated Métis Organization and the entity which proposes to acquire an interest in Métis Land, that entity may request the entity authorized by Law to expropriate land to proceed with expropriating an interest in Métis Land.

11.2.3 Any entity authorized to expropriate land will provide a Designated Métis Organization with at least 30 days' notice of its intention to seek the consent of the Governor-in-Council or the Executive Council, as the case may be, to the Expropriation of the interest in Métis Land.

11.3 Expropriation

11.3.1 Any entity authorized by Law to expropriate an interest in Métis Land will not proceed with its Expropriation process until consent to expropriate has been obtained from the:

- (a) Governor-in-Council where Expropriation is under federal Law; or
- (b) Executive Council of the Government of the Northwest Territories where Expropriation is under Territorial Law.

11.3.2 The Governor-in-Council or the Executive Council, as the case may be, may only give its consent for the Expropriation of an interest in a parcel of Métis Land when satisfied that:

- (a) there is no reasonably feasible alternative land to acquire that is not Métis Land;
- (b) only the most limited interest required will be expropriated; and
- (c) the conditions set out in 11.2.1 have been met.

11.4 Compensation

11.4.1 When an interest in a parcel of Métis Land is expropriated under 11.3, the entity holding the expropriated interest will offer a Designated Métis Organization compensation equivalent to the value of the expropriated interest in the form of:

- (a) an interest in lands owned by the entity holding the expropriated interest within the Agreement Area that are of equivalent significance and value and which the entity considers available for this purpose;
- (b) cash or other consideration, if no land is offered or accepted by a Designated Métis Organization; or
- (c) a combination of land and cash or other consideration, if sufficient land of equivalent significance and value is not offered or is not accepted by a Designated Métis Organization.

11.4.2 If the entity holding the expropriated interest does not have land to offer as compensation under 11.4.1(a) or 11.4.1(c):

- (a) Canada, in the case of an Expropriation under federal Law; or
- (b) the Government of the Northwest Territories, in the case of an Expropriation under Territorial Law,

will make reasonable efforts to provide that entity with land, by sale or exchange, to be provided to a Designated Métis Organization as compensation.

11.4.3 If a Designated Métis Organization and the entity holding the expropriated interest do not reach agreement on compensation within 60 days' from the first offer of compensation, either of them may refer the dispute for resolution in accordance with the Dispute Resolution chapter. An arbitrator may only make an order of compensation in the form of an interest in land owned by the entity holding the expropriated interest that is acceptable to a Designated Métis Organization, cash or a combination thereof. If a fee simple interest in land is acquired by a Designated Métis Organization pursuant to this provision, the parcel of land may, with the agreement of the Parties, become Métis Land.

11.4.4 A dispute on compensation, including the valuation of replacement land, under 11.4.3 will not delay the Expropriation by the entity authorized by Law to expropriate the interest in Métis Land.

11.4.5 For the purposes 11.4.1, 11.4.2 or 11.4.3, an interest in land is not available to be provided as compensation if it is:

- (a) subject to a lease or an agreement for sale, or other property interest unless the entity holding the expropriated interest and the person holding the interest consent;
- (b) occupied or used by, or required for future occupation or use by the entity holding the expropriated interest;
- (c) part of a public road; or
- (d) for any other reason determined by an arbitrator to be unavailable.

11.5 Determination of the Value of Métis Land

11.5.1 In determining the value of an interest in a parcel of Métis Land to be expropriated, the following factors will be taken into account:

- (a) the market value of the interest;
- (b) the value of the interest for purposes of Fish and Wildlife Harvesting by Métis Members;

- (c) the cultural value of the interest to Métis Members; and
- (d) any other factor set out in Law authorizing the Expropriation.

11.6 Determination of the Value of Any Land to be Provided as Compensation

11.6.1 In determining the value of an interest in land to be provided as compensation, the following factors will be taken into account:

- (a) the market value of the interest;
- (b) the value of the interest for purposes of Fish and Wildlife Harvesting by Métis Members; and
- (c) the cultural value of the interest to Métis Members.

11.7 Return of Land Expropriated Pursuant to Federal Law

11.7.1 Where an interest in a parcel of Métis Land expropriated under federal Law is no longer required for the purpose for which it was expropriated, the entity holding the expropriated interest will ensure that the interest in land is returned to a Designated Métis Organization on the terms and conditions negotiated in accordance with 11.7.3.

11.7.2 The entity holding the expropriated interest may decide that the expropriated interest is no longer required and may determine the disposition of any improvements consistent with any agreement made in accordance with 11.7.3.

11.7.3 The terms and conditions of the return of an expropriated interest in Métis Land, including requirements relating to financial considerations based on market value principles, the condition of the land to be returned, and the process for resolving disputes on the implementation of the terms and conditions, will be negotiated by a Designated Métis Organization and the entity holding the expropriated interest as soon as practicable after the interest has been expropriated.

11.7.4 Subject to 11.7.5, if the terms and conditions of the return of an expropriated interest in Métis Land cannot be agreed upon by a

Designated Métis Organization and the entity holding the expropriated interest at the time of the Expropriation, either a Designated Métis Organization or the entity holding the expropriated interest may refer the dispute for resolution in accordance with the Dispute Resolution chapter.

- 11.7.5 A dispute on the terms and conditions of the return of land under 11.7.4 will not delay the Expropriation by the entity authorized by Law to expropriate the interest in Métis Land.
- 11.7.6 If a fee simple interest is acquired by a Designated Métis Organization pursuant to these provisions, the parcel of land may, with the agreement of the Parties, become Métis Land.
- 11.7.7 For greater certainty, a transfer of an interest expropriated under 11.3.1 to a successor or assignee does not itself trigger the application of 11.7.1.

11.8 Return of Land Expropriated Pursuant to Territorial Law

- 11.8.1 Where an interest in a parcel of Métis Land expropriated under Territorial Law is no longer required as determined by the entity holding the interest:
 - (a) the NWTMN will have a right of first refusal to purchase the interest at a price to be established by the entity holding the expropriated interest; and
 - (b) the entity holding the expropriated interest may not dispose of the interest for a lower price than what has been offered to the NWTMN.
- 11.8.2 If a fee simple interest is acquired by the NWTMN pursuant to this provision, the parcel of land may, with the agreement of the Parties, become Métis Land.
- 11.8.3 For greater certainty, a transfer of an interest expropriated under 11.3.1 to a successor or assignee does not itself trigger the application of 11.8.1.

11.9 Expropriation for Public Roads

- 11.9.1 Notwithstanding 11.4 and any Law, Government may expropriate Métis Land in accordance with the Final Agreement for use as a public road without compensation payable to a Designated Métis Organization.
- 11.9.2 Métis Land expropriated under 11.9.1 may not be used for any purpose other than a public road without payment of compensation to a Designated Métis Organization in accordance with 11.4.
- 11.9.3 If there is a dispute between Government and a Designated Métis Organization regarding the location of a public road for which Métis Land is to be expropriated under 11.9.1, either party may refer the dispute for resolution in accordance with the Dispute Resolution chapter.
- 11.9.4 If Métis Land expropriated under 11.9.1 is, in the opinion of Government, no longer required for a public road, Government will grant the fee simple interest in those lands back to a Designated Métis Organization and they will become Métis Land.
- 11.9.5 The amount of land expropriated under 11.9.1 and not granted back to a Designated Métis Organization under 11.9.4 will not exceed, at any time, 97 square kilometres.

11.10 *National Energy Board Act* Expropriation

- 11.10.1 Any dispute between the entity holding the expropriated interest and a Designated Métis Organization regarding compensation for Métis Land expropriated under the *National Energy Board Act* will be referred to an arbitration committee appointed under that Act instead of arbitration under the Dispute Resolution chapter.
- 11.10.2 An arbitration committee will not be appointed under the *National Energy Board Act* for a dispute referred to in 11.10.1 until the parties to the dispute have participated, at the election of the entity holding the expropriated interest, in either negotiations under the *National Energy Board Act* or mediation in accordance with the Dispute Resolution chapter.

- 11.10.3 If an arbitration committee is appointed under the *National Energy Board Act* to resolve a dispute referred to in 11.10.1, a Designated Métis Organization will be provided an opportunity to nominate at least one individual to the arbitration committee.

CHAPTER 12: MÉTIS COMMUNITY LAND

12.1 Transfer of Métis Community Land

12.1.1 On the Effective Date, title to the lands described in Schedule 12-A will vest in a Designated Métis Organization.

12.1.2 As soon as practicable after the Effective Date:

(a) Canada will grant or transfer title to the lands described in Schedule 12-B; and

(b) the Government of the Northwest Territories will grant or transfer title to the lands described in Schedule 12-C,

to a Designated Métis Organization.

12.2 Nature of Title

12.2.1 Métis Community Land will be owned in fee simple by a Designated Métis Organization and will consist of surface interests only.

12.3 Existing Interests

12.3.1 Existing interests on Métis Community Land will:

(a) be identified in Schedule 12-D which will include a process to update the list to the Effective Date and correct the list from time to time; and

(b) continue in accordance with their terms and conditions and applicable Legislation.

12.3.2 Prior to the Final Agreement, the Parties will identify existing interests on Métis Community Land that will continue to be administered by Government after the Effective Date.

12.4 Alienability of Métis Community Land

12.4.1 Métis Community Land may be sold, mortgaged or pledged for security by a Designated Métis Organization.

12.4.2 Métis Community Land which has been mortgaged or pledged for security may be seized or sold under court order, writ of execution or any other judicial or extra-judicial process.

12.5 Application of Legislation and Community Bylaws

12.5.1 Métis Community Land is subject to the application of:

- (a) Legislation; and
- (b) the bylaws of the relevant Community.

12.6 Surveys

12.6.1 Canada will, at its expense, survey the boundaries of all Métis Community Land in accordance with a schedule to be established in the Implementation Plan except where there is already a plan of survey acceptable to the Surveyor General.

12.6.2 Unless otherwise required by Law or agreed by Canada at the time, Canada will not be responsible for the costs of any subsequent surveys of Métis Community Land.

12.6.3 Surveys referred to in 12.6.1 and 12.6.2 will be conducted in accordance with the *Canada Lands Surveys Act* and the instructions of the Surveyor General of Canada. The completed surveys will be deposited in the Canada Lands Survey Records.

12.6.4 A copy of the plans of survey referred to in 12.6.3, agreed to by the Parties, will be submitted by Canada to the Registrar of Land Titles for the Northwest Territories.

12.6.5 The Designated Métis Organization will not be responsible for any registration costs that may be payable pursuant to 12.6.4.

12.7 Issuance of Certificates of Title

12.7.1 Canada will submit all necessary documentation so that certificates of title may be issued

- (a) as soon as practicable after the Effective Date, in the case of surveyed lands described in Schedule 12-A; and
- (b) as soon as practicable after the submission of a plan of survey to the Registrar of Land Titles under 12.6.4 in the case of land described in Schedule 12-A that is unsurveyed on the Effective Date.

12.7.2 There will be no fee or costs charged by Government for the initial vesting, grant or transfer of any title in or to a Designated Métis Organization or for the initial issuance of a certificate of title to a Designated Métis Organization under 12.1.2 or 12.7.1.

12.8 Additions to Métis Community Land

12.8.1 Land acquired by the Designated Métis Organization within a Community Boundary will not become Métis Community Land, unless the Parties agree otherwise in writing.

12.9 Changes in Community Boundaries

12.9.1 Government will Consult the NWTMN prior to any change in a Community Boundary within the Agreement Area. Government will consult the NWTMN prior to any change in the boundary of the community of Enterprise that is contiguous to the Agreement Area.

12.9.2 Once a new Community Boundary is established:

- (a) Métis Land within the new Community Boundary will become Métis Community Land; and
- (b) Métis Community Land beyond the new Community Boundary may become Métis Land upon agreement of the Parties.

12.10 Contaminated Sites

- 12.10.1 Government will apply any program it has for the Remediation of Contaminated Sites on Crown Land within the Agreement Area to the Remediation of Contaminated Sites on Métis Community Land identified in Schedule “12-E” on the same basis as it applies the program to Crown Land.
- 12.10.2 After the Effective Date, the Minister of Indian Affairs and Northern Development on behalf of Canada, the Government of the Northwest Territories and the NWTMN may agree in writing that a Contaminated Site on Métis Community Land not identified in Schedule “12-E” existed prior to the Effective Date and, if an agreement is reached, Schedule “12-E” will be deemed amended to include the Contaminated Site. If the Parties do not reach an agreement within 90 days, any Party may refer the dispute for resolution in accordance with the Dispute Resolution chapter. If an arbitrator confirms the Contaminated Site existed prior to the Effective Date, Schedule “12-E” will be deemed amended to include the Contaminated Site.
- 12.10.3 Government will be responsible for the costs associated with any Remediation of a Contaminated Site on Métis Community Land pursuant to 12.10.1. For greater certainty, nothing in the Final Agreement will prevent or limit Government from pursuing any remedies that may exist at Law against the person liable for the contamination.
- 12.10.4 Prior to conducting the Remediation of a Contaminated Site identified in Schedule “12-E”, Government will Consult the NWTMN regarding the Remediation plan.
- 12.10.5 Government will not be liable for:
- (a) any loss to a Métis Member or the Designed Métis Organization resulting from any Contaminated Site on Métis Community Land; and
 - (b) any damage which may be caused to Métis Community Land as a result of the Remediation of a Contaminated Site identified in Schedule “12-E”.

12.11 Change in the Status of a Community Government

- 12.11.1 The Government of the Northwest Territories will Consult the NWTMN prior to approving any application to change the status of a Community within the Agreement Area.

12.12 Real Property Taxation Assistance

- 12.12.1 Prior to the Final Agreement, the Parties will discuss whether there will be any real property taxation assistance for the NWTMN or a Designated Métis Organization on Métis Community Land.

Schedule 12-A: Land Vested by the Government of the Northwest Territories to a Designated Métis Organization

Schedule 12-B: Land Transferred by Canada to a Designated Métis Organization

Schedule 12-C: Land Transferred by the Government of the Northwest Territories to a Designated Métis Organization

Schedule 12-D: Existing Interests

Schedule 12-E: Contaminated Sites

CHAPTER 13: WATER

13.1 Water Rights

Right to Use Water and Deposit Waste

- 13.1.1 Métis Members will have the exclusive right on Métis Land to use Water and deposit Waste in Waters that are on or flowing through Métis Land. Use of “exclusive” in the Agreement-in-Principle does not affect the rights of Aboriginal Peoples who hold or assert section 25 or 35 rights, pursuant to the *Constitution Act, 1982*, in the Agreement Area.

Quality, Quantity and Rate of Flow

- 13.1.2 Métis Members will have the right to have Waters on, flowing through or adjacent to Métis Land remain substantially unaltered as to quality, quantity and rate of flow when such Waters are on, flowing through or adjacent to Métis Land.
- 13.1.3 Métis Members will not use Water so as to substantially alter the quality, quantity and rate of flow of Waters on, flowing through or adjacent to Métis Land.

No Licence, Permit or Authorization

- 13.1.4 Métis Members will have the right to use Water within the Agreement Area for the purposes of Wildlife and Fish Harvesting under the Final Agreement, including transportation relating thereto, or for heritage, cultural or spiritual purposes without licence, permit, or other authorization.

General Limitations

- 13.1.5 The rights provided for in 13.1.1, 13.1.2 and 13.1.4 will:
- (a) be subject to Legislation, except as provided for in the Final Agreement; and
 - (b) not interfere with:
 - (i) rights of navigation and passage on Water;

(ii) use of Water by any person for emergency or domestic purposes; or

(iii) any right of access pursuant to the Final Agreement.

13.1.6 The Designated Métis Organization holding title to Métis Land has a cause of action against any person in respect of any use of Water, deposit of Waste in Water, or other activity not authorized by Law which substantially alters the quality, quantity or rate of flow of Waters on, flowing through or adjacent to that Métis Land, with such remedies as if that Designated Métis Organization had riparian rights.

13.1.7 For the purposes of 13.1.2 or 13.1.6, the NWTMN will have standing at all times in a court of competent jurisdiction to seek a declaration respecting the authority of any person to alter the quality, quantity or rate of flow of Water.

13.2 Existing Interests

13.2.1 Notwithstanding 13.1.1, existing interests on Métis Land authorized to use Water or deposit Waste in Water will:

(a) be identified in Schedule 9-D; and

(b) continue in accordance with their terms and conditions and applicable Legislation.

13.3 Rights of Government and Others

13.3.1 Government or a person who is not a Métis Member having a right or interest in respect of Métis Land, the exercise of which requires the use of Water, will have the right to use Water, subject to the Final Agreement, Legislation in respect of Water use or any terms or conditions of the right or interest.

13.3.2 Government retains the right to protect, manage and use Waters, and the Beds of water bodies, throughout the Agreement Area for public purposes, including:

- (a) fighting fires;
- (b) emergency response;
- (c) protecting Wildlife, Migratory Birds and Fish and their habitat;
- (d) protecting Water supplies, including community Water supplies, from contamination and degradation;
- (e) protecting navigation and transportation;
- (f) conducting research with respect to Water quality, quantity and rate of flow; and
- (g) flood control.

13.4 Licencing

13.4.1 Government will Consult the NWTMN prior to authorizing a use of Water or deposit of Waste in Water that is likely to substantially alter the quality, quantity or rate of flow of Water on, flowing through or adjacent to Métis Land when such Water is on, flowing through, or adjacent to Métis Land.

13.4.2 Any body established by Government will not authorize a use of Water or deposit of Waste in Water that is likely to substantially alter the quality, quantity or rate of flow of Water on, flowing through or adjacent to Métis Land, when such Water is on, flowing through or adjacent to Métis Land unless there:

- (a) is no alternative that can reasonably satisfy the requirements of the applicant; and
- (b) are no reasonable measures for the applicant to avoid the substantial alteration.

13.4.3 Any body established by Government will not authorize a use of Water or deposit of Waste in Water, within the Agreement Area, that is likely to substantially alter the quality, quantity or rate of flow of Water on, flowing through or adjacent to Métis Land when such Water is on, flowing through or adjacent to Métis Land, unless:

- (a) the applicant has entered into an agreement with the NWTMN to compensate for any loss or damage that may be caused by the substantial alteration; or
- (b) any disagreement over the amount of compensation payable has been referred by either the NWTMN or applicant to Dispute Resolution chapter.

13.4.4 In determining the amount of compensation payable under 13.4.3(b), the arbitrator will consider:

- (a) the effect of the Water use or deposit of Waste in Water on the use of Water by Métis Members on or adjacent to Métis Land;
- (b) the effect of the Water use or deposit of Waste in Water on Métis Land, taking into account any cultural or special value of the lands to Métis Members;
- (c) the nuisance, inconvenience and noise caused by the Water use or deposit of Waste in Water to Métis Members on Métis Land;
- (d) the effect of the use of Water or deposit of Waste in Water on Wildlife and Fish Harvesting by Métis Members; and
- (e) subject to Legislation, such other factors as the arbitrator may consider relevant.

13.5 Inter-Jurisdictional Agreements

13.5.1 Government will Consult the NWTMN prior to concluding any agreement with a Territorial or provincial government relating to the management of Water within a drainage basin partly within the Agreement Area.

13.6 Property Rights

13.6.1 Nothing in the Final Agreement will be construed as granting a Designated Métis Organization or Métis Members property rights in respect of Water.

13.7 Management

13.7.1 Prior to the Final Agreement, the Parties will address:

- (a) the manner in which Water will be managed within the Agreement Area; and
- (b) the participation of the NWTMN in the management of Water within the Agreement Area.

CHAPTER 14: SUBSURFACE RESOURCES

14.1 Definitions

14.1.1 In this chapter:

“Developer” means a person, Government or Crown corporation engaged in a development activity, including a Community or Aboriginal government.

“Development” means the stage after a decision to go into production has been made, but before actual production commences.

“Major Mining Project” means a project, wholly or partly in the Agreement Area, related to the Development or Production of Minerals, other than Specified Substances, Oil or Gas, that will employ an average of at least 50 persons annually for the first five years in the Agreement Area and for which more than \$50 million (1998\$) will be expended in capital costs.

“Production” means the removal and taking ownership of Minerals, other than Specified Substances, but does not include removal for assay or testing purposes.

“Proponent” means a developer engaged in a Major Mining Project.

14.2 Oil and Gas

14.2.1 Prior to the Final Agreement, the Parties will discuss a process for developing administrative procedures related to the access to Métis Land for the purpose of subsurface Mineral Exploration and development.

14.2.2 Government will Consult the NWTMN prior to:

- (a) opening any Crown lands within the Agreement Area for Oil and Gas Exploration, on matters related to benefit plans and other terms and conditions to be attached to the issuance of Oil and Gas Exploration rights; or

- (b) introducing new Legislation, or amending existing Legislation, that regulates the Exploration, development or production of Oil and Gas within the Agreement Area.

14.2.3 Any person who proposes to explore for, develop, produce or conduct any other activity related to the development of Oil and Gas on:

- (a) Métis Land subject to an Oil and Gas right administered by Government; or

- (b) Crown Land wholly or partly within the Agreement Area,

that requires an authorization from Government, or any board established by Government, for the use of land, use of Water or the deposit of Waste, will engage the NWTMN.

14.2.4 The Government of the Northwest Territories will Consult the NWTMN in the development and implementation of any final agreement between Canada and the Government of the Northwest Territories under which jurisdiction over Minerals, other than Specified Substances, may be transferred from Canada to the Government of the Northwest Territories.

14.3 Mineral Development

14.3.1 Government will Consult the NWTMN prior to:

- (a) introducing new Legislation, or amending existing Legislation, that regulates the Exploration, Development or Production of Minerals, other than Specified Substances and Oil and Gas, within the Agreement Area; or
- (b) amending requirements for the issuance of Mineral rights administered by Government, other than those related to Specified Substances and Oil and Gas, within the Agreement Area.

14.3.2 Any person who proposes to explore for, develop, produce or conduct an activity related to the Exploration, Development or Production of Minerals, other than Specified Substances and Oil and Gas, on:

(a) Métis Land subject to a Mineral right administered by Government;
or

(b) Crown Land wholly or partly within the Agreement Area,

that requires an authorization from Government, or any board established by Government, for the use of land, use of Water or the deposit of Waste, will engage the NWTMN.

14.3.3 The engagement process conducted under 14.3.2 will address:

(a) the impact of the activity on Wildlife and Fish Harvesting by Métis Members and mitigating measures;

(b) the Environmental impact of the activity and mitigating measures;

(c) employment and training opportunities for Métis Members including any working conditions and terms of employment related to the opportunities;

(d) business and contract opportunities for Métis Members and Métis Businesses;

(e) the location of camps and facilities and other related site specific planning concerns;

(f) the maintenance of public order, including alcohol and drug control;

(g) the expansion or termination of activities;

(h) a process for future engagement; and

(i) any other matter agreed to by the NWTMN and the person undertaking the engagement process,

unless the NWTMN and the person undertaking the engagement process agree otherwise.

14.4 Major Mining Project

14.4.1 For a Major Mining Project in the Agreement Area that may have an adverse impact on Métis Land or Métis Members, or that could reasonably confer a benefit on Métis Members, Government will require that the Proponent and the NWTMN enter into negotiations for concluding an impact benefit agreement prior to Government issuing authorizations required for the Major Mining Project to proceed.

14.4.2 Prior to Final Agreement, the Parties will discuss how 14.4.1 will be implemented, including:

- (a) the timing of impact benefit agreement negotiations in relation to any Government authorizations for the Major Mining Project;
- (b) whether additional provisions concerning impact benefit agreements are needed in this subsection;
- (c) whether arbitration provisions are needed in this subsection;
- (d) the means by which Government will assess the progress of the required negotiations;
- (e) the subject matters appropriate for inclusion in an impact benefit agreement including financial consideration;
- (f) whether the contents of impact benefit agreements will be disclosed to Government; and
- (g) any other related matters.

CHAPTER 15: WOOD BUFFALO NATIONAL PARK

15.1 General

15.1.1 Prior to the Final Agreement, the Parties will have discussions regarding NWTMN interests in Wood Buffalo National Park.

15.1.2 The provisions of the Definitions chapter, General Provisions chapter, Eligibility and Enrolment chapter, Wood Buffalo National Park chapter, Implementation chapter, and Dispute Resolution chapter apply within Wood Buffalo National Park.

15.2 Harvesting

15.2.1 Métis Members may Harvest Wildlife, Fish, Plants and Trees within Wood Buffalo National Park in accordance with the *Wood Buffalo National Park Game Regulations* as amended from time to time.

15.2.2 Métis Members may place, erect, build or alter a Camp or cabin within Wood Buffalo National Park in accordance with the *Wood Buffalo National Park Game Regulations*, or park management plan, as amended from time to time.

15.3 Access

15.3.1 Métis Members will not be subject to any entrance fee for the use of Wood Buffalo National Park. Business licence fees and fees for the use of facilities will continue to apply to Métis Members.

15.4 Park Management

15.4.1 Canada will Consult the NWTMN regarding any changes to, or renewal of, the park management plan for Wood Buffalo National Park.

15.4.2 The Fort Smith Métis Council, Fort Resolution Métis Council and Hay River Métis Government Council will each have at least one (1) representative on any multi-group park management board that may be established for Wood Buffalo National Park. Appointees to the park management board will act in the public interest.

15.5 Economic Measures

- 15.5.1 Métis Members and Métis Businesses will be given fair consideration regarding economic opportunities in relation to Parks Canada services in Wood Buffalo National Park, in accordance with applicable Legislation and policies.
- 15.5.2 Descriptions of economic opportunities in relation to Parks Canada services in Wood Buffalo National Park will be provided to the NWTMN.
- 15.5.3 Métis Members will be given fair consideration regarding employment and training opportunities in relation to Parks Canada services in Wood Buffalo National Park, in accordance with applicable Legislation and policies.
- 15.5.4 Descriptions of employment and training opportunities in relation to Parks Canada services in Wood Buffalo National Park will be provided to the NWTMN.

15.6 Informational and Educational Programs

- 15.6.1 The traditional and current use of land within Wood Buffalo National Park by Métis Members will be recognized in policies and public information programs and materials.
- 15.6.2 Canada will Consult the NWTMN with respect to the development of any informational or educational programs to recognize the traditional and current use of land within Wood Buffalo National Park by Métis Members.

15.7 Heritage Resources and Sites

- 15.7.1 The park management plan for Wood Buffalo National Park will respect:
 - (a) Métis burial sites; and
 - (b) sites of religious, ceremonial, historic and archaeological significance to the Métis.
- 15.7.2 Canada will Consult the NWTMN with respect to the management of Métis burial sites and sites of religious, ceremonial, historic and archaeological

significance to the Métis discovered or documented within Wood Buffalo National Park.

15.8 Game Regulations

- 15.8.1 Canada will Consult the NWTMN prior to making any amendment to the *Wood Buffalo National Park Game Regulations* that could adversely affect the exercise of rights in this chapter.

15.9 Boundary Changes

- 15.9.1 The NWTMN will be Consulted on any changes to the boundaries of Wood Buffalo National Park.
- 15.9.2 For greater certainty, implementation of any changes to the boundaries of Wood Buffalo National Park already provided for in Legislation on the Effective Date will not be subject to Consultation under 15.9.1.

CHAPTER 16: NATIONAL PARKS

16.1 General

16.1.1 The National Parks chapter will apply to a National Park or any portion of a National Park that is established after the Effective Date within the Agreement Area.

16.1.2 The purposes of establishing a National Park are to:

- (a) preserve and protect representative natural areas of national significance for future generations, including the resources of such areas; and
- (b) encourage public understanding, appreciation and enjoyment of such areas,

while providing for Métis Members' use of such areas for the Harvesting of Wildlife, Fish, Plants and Trees as set out in the Final Agreement.

16.1.3 Canada will Consult the NWTMN prior to:

- (a) establishing a National Park; or
- (b) changing the boundaries of a National Park.

16.1.4 For greater certainty, Canada will Consult the NWTMN with respect to the establishment of a National Park in the vicinity of the East Arm of Great Slave Lake.

16.1.5 The traditional and current use of land in a National Park by Métis Members will be recognized in policies and public information programs and materials which Canada may produce from time to time.

16.1.6 Except as otherwise provided in the Final Agreement, a National Park will be planned, established and managed in accordance with the *Canada National Parks Act* and other Legislation, the National Parks policy and any park management plan in effect.

- 16.1.7 Parks Canada will make reasonable efforts, subject to the *Canada National Parks Act*, to manage Wildlife and Fishing a manner consistent with Wildlife and Fish management elsewhere within the Agreement Area.
- 16.1.8 Exploration for and production of Minerals will not be permitted in a National Park, except as may be required for park-related purposes in the National Park.
- 16.1.9 A National Park will be managed in a manner which provides for Wildlife and Fish Harvesting in the National Park by Métis Members. Such Harvesting will be consistent with the:
- (a) other provisions of the Final Agreement;
 - (b) park management plan;
 - (c) purposes for which the National Park was created; and
 - (d) use and enjoyment of the National Park by other persons.

16.2 Impact and Benefit Plan

- 16.2.1 If, after the Effective Date, any National Park is established wholly or partly within the Agreement Area, the NWTMN and Canada will negotiate and attempt to reach agreement regarding an impact and benefit plan.
- 16.2.2 The NWTMN and Canada will attempt to jointly prepare an impact and benefit plan. If they:
- (a) agree on a plan, they will submit it to the Minister for consideration and approval; or
 - (b) fail to reach agreement on a plan within twenty-four (24) months, each party may submit its own plan to the Minister for consideration and approval.
- 16.2.3 The impact and benefit plan comes into effect upon approval by the Minister. Before approving the impact and benefit plan, the Minister will provide the NWTMN written reasons for rejection or variance of any proposal submitted by the NWTMN.

16.2.4 An impact and benefit plan will:

- (a) be consistent with the other provisions of the Final Agreement;
- (b) describe training opportunities to assist Métis Members to take advantage of employment opportunities in the National Park;
- (c) address the impact of the establishment and development of the National Park on Métis Members; and
- (d) be reviewed, not less than once every ten (10) years after the date of its coming into effect, to determine whether obligations under the impact and benefit plan have been met.

16.2.5 An impact and benefit plan may include provisions relating to:

- (a) the continued use of Camps, cabins and traditional travel routes by Métis Members to exercise Harvesting rights in the National Park;
- (b) economic and employment opportunities for Métis Members in the National Park and measures which will be adopted to assist Métis Members to take advantage of such opportunities in the National Park;
- (c) mitigation of potential negative impacts of the National Park establishment on Métis Members; and
- (d) other matters relevant to the establishment or operation of the National Park.

16.3 Park Management Board

16.3.1 A board, hereinafter referred to as a Park Management Board, will be established for each National Park at the time the National Park is established.

16.3.2 The NWTMN will have fair representation on any Park Management Board established for a National Park.

- 16.3.3 Prior to the Final Agreement, the composition and role of the Park Management Board, including its rules and procedures, will be determined.

16.4 Park Management Plan

- 16.4.1 Within five (5) years of the establishment of a National Park, Canada will, in consultation with the Park Management Board, prepare a park management plan for the National Park. The park management plan will describe the policies and procedures to manage and protect the National Park and its resources.

- 16.4.2 The park management plan comes into effect upon approval by the Minister. Before approving the park management plan, the Minister will provide the Park Management Board written reasons for rejection or variance of any proposal of the Park Management Board.

- 16.4.3 The park management plan will be reviewed and revised by Canada, in consultation with the Park Management Board, as required from time to time and not less than every five (5) years after the park management plan is approved.

- 16.4.4 Park management plans for a National Park will respect Métis burial sites; and sites of religious, ceremonial, historic and archaeological significance to the Métis.

16.5 Wildlife and Fish Harvesting

- 16.5.1 A Métis Member may Harvest Wildlife, other than Furbearers, and Fish in a National Park only for Domestic Purposes of the Métis Member.

- 16.5.2 Métis Members may gift or Trade Wildlife, other than Furbearers, and Fish Harvested pursuant to 16.5.1 with:

- (a) other Métis Members; or
- (b) other Aboriginal People who have harvesting rights within the Trading Area,

for their personal use or consumption.

- 16.5.3 Harvested Wildlife and Fish may not be sold, except for Furbearers and those parts of Wildlife and Fish used for making handicrafts.
- 16.5.4 The Harvesting of Wildlife and Fish by a Métis Member in a National Park, including the Métis Member's right to gift or Trade, may be restricted in a park management plan or where no park management plan exists, after Consultation with the NWTMN, for reasons related to the management of the National Park.
- 16.5.5 Any restrictions on the Harvesting of Wildlife or Fish by Métis Members in a National Park will be no more restrictive than restrictions on the Harvesting of Wildlife or Fish by any other persons.
- 16.5.6 A Métis Member will not be required to obtain a permit for a Camp or cabin that existed before the National Park was established, and in the case of a cabin, where the cabin is reasonably incidental to the exercise of Wildlife and Fish Harvesting rights under the Final Agreement.
- 16.5.7 Any Métis Member owning an existing Camp or cabin within a proposed National Park will identify its location to Parks Canada prior to establishment of the National Park.
- 16.5.8 Any Camp or cabin referred to in 16.5.6 that is:
- (a) enlarged by more than fifty (50) percent of its area at Effective Date; or
 - (b) improved by more than fifty (50) percent of its value at Effective Date,
- will require a new permit.
- 16.5.9 Provided the proposed location, use, construction and size of the Camp or cabin conform to the park management plan, the Park Superintendent will, after consultation with the Park Management Board, issue the permit without fee.
- 16.5.10 Notwithstanding 16.5.8, where a permit for a Camp or cabin, referred to in 16.5.9, has previously been issued and the structure of the Camp or cabin on the Effective Date is less than the original permitted size, any new

addition to the structure, and associated increase in value, will not trigger a requirement for a new permit provided the addition does not exceed the size permitted in the original permit.

- 16.5.11 Permits are required for new Camps and cabins in a National Park that are reasonably incidental to the exercise of Wildlife and Fish Harvesting rights under the Final Agreement. Provided the proposed location, use, construction and size of the Camp or cabin conform to the park management plan, the Park Superintendent will, after consultation with the Park Management Board, issue the permit without fee.

16.6 Plants and Trees

- 16.6.1 A National Park will be managed in a manner which provides for Plant and Tree Harvesting in the National Park. Such Harvesting will be consistent with the:

- (a) other provisions of the Final Agreement;
- (b) park management plan;
- (c) purposes for which the National Park was created; and
- (d) use and enjoyment of the National Park by other persons.

- 16.6.2 A Métis Member may Harvest Plants in a National Park for the Domestic Purposes of the Métis Member.

- 16.6.3 Métis Members may gift or Trade Plants pursuant to 16.6.2 with:

- (a) other Métis Members; or
- (b) other Aboriginal People who have harvesting rights within the Trading Area,

for the recipient's personal use or consumption.

- 16.6.4 A Métis Member may Harvest Trees in a National Park only:

- (a) for use in the National Park; or

- (b) for purposes reasonably incidental to Harvesting outside the National Park.

- 16.6.5 Plants and Trees Harvested by a Métis Member in a National Park may not be sold, except for resources Harvested from Plants and Trees that are used for the making of handicrafts.
- 16.6.6 The Harvesting of Plants and Trees by a Métis Member in a National Park, including the Métis Member's right to gift or Trade, may be restricted by a park management plan, or where no plan exists, after Consultation with the NWTMN for reasons related to the management of the National Park.
- 16.6.7 Any restrictions on the Harvesting of Plants or Trees by Métis Members in a National Park will be no more restrictive than restrictions on the Harvesting of Plants or Trees by any other persons.

16.7 Economic and Employment

- 16.7.1 Métis Members will be given fair consideration regarding employment opportunities in a National Park in accordance with applicable Legislation and policies.
- 16.7.2 Nothing in 16.7.1 will be construed to preclude the selection of candidates for employment in a National Park from national or regional competitions.
- 16.7.3 If the manipulation of a Wildlife population by means of a controlled hunt is authorized in a National Park, the Park Superintendent will notify the NWTMN, and give Métis Members fair consideration to participate in the hunt.

CHAPTER 17: PROTECTED AREAS

17.1 Consultation Prior to Establishment or Boundary Change of a Protected Area

17.1.1 Government will Consult the NWTMN prior to:

- (a) the establishment of a Protected Area; or
- (b) changing the boundaries of a Protected Area.

17.1.2 Any Party may propose that an area within the Agreement Area be designated as a Protected Area and Government will consider the proposal in accordance with applicable Legislation and Government policies.

17.2 Protected Area Agreement

17.2.1 A Protected Area Agreement may be negotiated between the NWTMN and Government in relation to the management of a Protected Area and may include provisions relating to:

- (a) protection of sites of cultural, spiritual, historic or archaeological significance to the NWTMN;
- (b) mitigation of potential negative impacts of the establishment of the Protected Area on affected Métis Members;
- (c) participation of the NWTMN in management committees or other similar structures relating to the development and administration of the Protected Area;
- (d) any management guidelines or management plan;
- (e) the continued use by Métis Members of Camps, cabins and traditional travel routes to exercise their Harvesting rights in the Protected Area;
- (f) any restrictions on the Harvesting of Wildlife, Fish, Plants and Trees by Métis Members, including their right to gift and Trade;

- (g) the periodic review of the agreement;
- (h) economic and employment opportunities for Métis Members and measures which might be adopted to assist Métis Members to take advantage of such opportunities; and
- (i) other matters of concern to the NWTMN and Government.

17.3 Restrictions on Harvesting Rights

17.3.1 The Harvesting of Wildlife, Fish, Plants and Trees by Métis Members in a Protected Area, including their right to gift and Trade, may be restricted for reasons related to the conservation, public health, public safety, or management of the Protected Area. Any restrictions will be no more restrictive than those applying to other users of the Protected Area.

17.3.2 The restrictions in 17.3.1 may only be established:

- (a) where there are provisions for restrictions in the Protected Area Agreement under 17.2.1(f);
- (b) through a determination of the Minister under 17.3.3; or
- (c) through a determination of the Minister, after Consultation with the NWTMN, where there is no Protected Area Agreement.

17.3.3 If an agreement on the restrictions of Harvesting by Métis Members under 17.2.1(f) is not concluded within two (2) years of the commencement of negotiations, the Minister may restrict Harvesting provided the Minister Consults the NWTMN. The Minister will provide written reasons for any decision.

17.3.4 In the event of an emergency, Government may:

- (a) establish a Protected Area or change the boundaries of a Protected Area; or
- (b) restrict Harvesting of Wildlife, Fish, Plants or Trees by Métis Members in such an area without a Protected Area Agreement.

As soon as practicable, Government will provide reasons for the limitation or restriction to the NWTMN. Government will Consult the NWTMN with respect to any ongoing limitations or restrictions.

17.4 Economic and Employment Provisions

17.4.1 If Government and the NWTMN fail to reach an agreement referred to in 17.2.1 within 18 months of the identification by Government of employment opportunities, the NWTMN may submit its proposal for the nature and extent of the employment and training opportunities to the Minister. The Minister will accept or vary the proposal, giving written reasons to the NWTMN for any variance, and will implement the resulting arrangements for such opportunities.

17.4.2 In the event that manipulation of Wildlife populations by means of a controlled hunt is required in a Protected Area, Métis Members will be given fair consideration to participate in the hunt.

17.5 Territorial Park Management Plan

17.5.1 Where the Government of the Northwest Territories is considering the preparation of a Territorial Park Management Plan for a Territorial Park in the Agreement Area, the Government of the Northwest Territories will Consult the NWTMN prior to the approval of that Territorial Park Management Plan.

17.5.2 A Territorial Park Management Plan comes into effect upon approval by the Minister.

CHAPTER 18: HERITAGE RESOURCES

18.1 Definitions

18.1.1 In this chapter:

“Archaeological Permit” means a permit issued under the *Northwest Territories Archaeological Sites Regulations*.

“Archaeological Site” means a site that is permitted by the *Northwest Territories Archaeological Sites Regulations*.

“Archival Material” means records that have enduring value and includes unpublished manuscripts, correspondence, photographs, audio-visual materials or other multimedia, cartographic and pictorial materials regardless of the form in which they are preserved, but does not include institutional records currently in use, publications or other expressive works produced for public consumption.

“Archival Records” means a document made in time past that has historical value and includes unpublished manuscripts, correspondence, photographs, audiovisual materials or other multimedia, cartographic and pictorial materials regardless of the form in which they are preserved, but does not include institutional records currently in use, publications or other expressive works produced for public consumption.

“Heritage Resource” means:

- (a) archaeological and ethnographic objects of historical, scientific, and cultural significance and includes human remains and associated grave goods; or
- (b) a site in the Agreement Area of historical or cultural significance and includes a Burial Site.

“Métis Heritage Resource” means a Heritage Resource which is directly associated with the culture or history of the Métis.

“NTS Map Sheets” means National Topographic System map sheets produced by the Government of Canada.

18.2 General

- 18.2.1 Métis Heritage Resources are important to the culture and history of the Métis.
- 18.2.2 Nothing in this chapter will be interpreted as creating ownership rights in Métis Heritage Resources for the NWTMN or Métis Members.
- 18.2.3 Where the NWTMN identifies in writing an issue of concern arising out of the administration of Legislation or Government policy in respect of Métis Heritage Resources, the Government that enacted the Legislation or created the policy will discuss that concern with the NWTMN and respond in writing.
- 18.2.4 The NWTMN will have an opportunity to be represented on any board, agency or committee established in the Northwest Territories by Government with responsibilities restricted to the Northwest Territories that include the administration or protection of Heritage Resources in the Agreement Area.
- 18.2.5 When Government is preparing a Government publication intended for distribution to the public about Protected Areas, projects and programs concerning Métis Heritage Resources in or from the Agreement Area, Government will inform the NWTMN and provide the NWTMN with the opportunity to review and comment on the content of the proposed Government publication, where it is reasonable to do so, to ensure that NWTMN perspectives are considered in the preparation of the proposed Government publication.
- 18.2.6 For the purposes of 18.2.5, “Government publication” does not include press releases, or material prepared for purposes of dissemination of research or scholarly knowledge by, on behalf of or under the sponsorship of Government, institutions of learning or museums.

18.3 Management of Heritage Resources

- 18.3.1 The NWTMN will have custodial care of Heritage Resources on Métis Land. This does not apply to Heritage Resources which are owned by or in the custodial care of another person.

- 18.3.2 If the discovery of a Heritage Resource found in the Agreement Area is reported to the NWTMN, the NWTMN will notify Government. If the discovery of a Heritage Resource found in the Agreement Area is reported to Government, Government will notify the NWTMN.
- 18.3.3 As soon as practicable after the Effective Date, the Parties will develop guidelines to address the potential effect of land use activities on Heritage Resources in the Agreement Area on lands to which the land use permit applies, including:
- (a) conditions that should be attached to a land use permit issued by Government in respect of the presence of Heritage Resources; and
 - (b) the procedure that should be followed where Heritage Resources are discovered.
- 18.3.4 In the absence of guidelines under 18.3.3 prior to issuing a land use permit in the Agreement Area, Government will:
- (a) forward a copy of the land use permit application to the NWTMN and the Government agency responsible for Heritage Resources; and
 - (b) seek advice from the NWTMN concerning the presence of Heritage Resources on the lands to which the land use permit will apply.
- 18.3.5 18.3.3 to 18.3.5 inclusive do not apply to land or Water under the administration of the Parks Canada Agency.

18.4 Archaeological Permits

- 18.4.1 Prior to issuing an Archaeological Permit, Government will:
- (a) in respect of an Archaeological Site on Métis Land, ensure that the applicant has obtained the written consent of the NWTMN for the archaeological activity; and

- (b) in respect of an Archaeological Site elsewhere in the Agreement Area, Consult with the NWTMN regarding the archaeological activity.

18.4.2 Archaeological Permits in respect of Archaeological Sites in the Agreement Area will follow the requirements as set out in the *Northwest Territories Archaeological Sites Regulations*.

18.4.3 18.4.1 and 18.4.2 do not apply to land and Water under the administration of the Parks Canada Agency.

18.5 Access to and Care of Heritage Resources

18.5.1 Métis Heritage Resources which have been removed from the Agreement Area may be located or displayed in the Northwest Territories, on a temporary or continuing basis, provided that:

- (a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such Métis Heritage Resources for future generations; and
- (b) such relocation is compatible with the maintenance of the integrity of public archives and national and Territorial Heritage Resource collections and Government policy.

18.5.2 At the request of the NWTMN, Canada will, in accordance with Legislation and Federal policies, use reasonable efforts to facilitate NWTMN access to Métis Heritage Resources that are held in public collections in Canada.

18.5.3 At the request of the NWTMN, the Government of the Northwest Territories will, in accordance with Legislation and Territorial policies, use reasonable efforts to be described in the Final Agreement to facilitate NWTMN access to Métis Heritage Resources that are held in public collections in Canada.

18.5.4 Opportunities for employment of qualified Métis Members at public sites, museums, Métis Heritage Resource projects, Archaeological Sites and similar public facilities in the Agreement Area may be set out:

- (a) in an agreement between Government and the NWTMN in relation to the site or area where the facility or project is located; or
- (b) where there is no such agreement, in the management or work plans for the site or facility. The NWTMN will be consulted in the development of such plans.

18.5.5 The opportunities for employment referred to in 18.5.4 will be consistent with Legislation and policies for employment.

18.6 Human Remains

18.6.1 At the request of the NWTMN, Government will transfer to the NWTMN, when reasonable to do so, any human remains and associated grave goods in Government's permanent collection, that are determined to be of Métis ancestry, subject to Legislation and applicable Government policies.

18.6.2 In the event of competing claims with another person or Aboriginal group in relation to the human remains and associated grave goods referred to in 18.6.1, the relevant parties to the dispute will resolve the competing claim between themselves and will provide Canada or Government of the Northwest Territories as applicable, with written confirmation that the dispute has been resolved in favour of the NWTMN before further negotiations occur on the transfer of the human remains and associated grave goods.

18.6.3 18.6.1 does not apply to human remains and associated grave goods which are in their original place (in situ).

18.7 Burial Sites

18.7.1 The location of Burial Sites in the Agreement Area will, as they become known, be recorded by Government. Government will indicate in that record those Burial Sites that are directly associated with the Métis.

18.7.2 As soon as practicable upon discovering a suspected Burial Site in the Agreement Area a person will notify Government.

18.7.3 Subject to 18.7.5, a Burial Site on Métis Land will not be surveyed or disturbed without the written consent of the NWTMN.

- 18.7.4 Any person surveying or disturbing a Burial Site in the Agreement Area will take appropriate measures to respect the dignity of the Burial Site and its contents.
- 18.7.5 A Burial Site on Métis Lands may be disturbed by police, where authorized by Law, without the consent of the NWTMN, if such disturbance is required in relation to a police investigation.
- 18.7.6 At the request of either the Government of the Northwest Territories or the NWTMN, the Government of the Northwest Territories and the NWTMN will jointly develop procedures for the protection of Burial Sites in the Agreement Area. If they fail to agree on those procedures, either the NWTMN or the Government of the Northwest Territories may refer the matter for resolution in accordance with the Dispute Resolution chapter.
- 18.7.7 The provisions of this section do not apply to land under the administration of the Parks Canada Agency.

18.8 Place Names

- 18.8.1 The NWTMN may, in accordance with its own procedures and policies and for its own purposes, name or rename geographical features and locations wholly or partly in the Agreement Area.
- 18.8.2 Where the NWTMN proposes a name for a geographic feature or location wholly or partly in the Agreement Area, Government and the NWTMN will, attempt to reach an agreement on the official name, in accordance with federal and territorial standards and practices guiding the naming of geographical features and locations, and taking into account the integral role that place names play in the living history of the Métis and other Aboriginal Peoples.
- 18.8.3 Government will recognize any name agreed to under 18.8.2 as an official place name.
- 18.8.4 Nothing in 18.8.2 or 18.8.3 will preclude Government from giving consideration to other proposals for official names of geographical features or locations wholly or partly in the Agreement Area.

18.8.5 Government will notify the NWTMN prior to recognizing a name for a geographical feature or location wholly or partly in the Agreement Area where the proposed name has not been the subject of discussion in 18.8.2.

18.8.6 Place names recognized as official under 18.8.3 or 18.8.5 will be included in accordance with federal map production specifications on National Topographic System map sheets when they are revised and on other maps when they are produced or revised by Canada.

18.9 Archival Records

18.9.1 In accordance with Government of the Northwest Territories policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright legislation and to agreements respecting the records, Government of the Northwest Territories will, upon request, make available to the NWTMN Archival Records in Government of the Northwest Territories custody relating to the NWTMN for copying.

18.10 Archival Materials

18.10.1 In accordance with the Government of Canada policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright legislation and to agreements respecting the Archival Materials, the Government of Canada will make available to the NWTMN copies of Archival Materials relating to the Métis. Requests will be managed according to organizational service standards, and will be treated on at least as favourable basis as similar requests from other institutions.

CHAPTER 19: FINANCIAL PAYMENTS

19.1 Capital Transfer

19.1.1 Canada will make a Capital Transfer of \$69,400,000 (Q4 2011\$) to the NWTMN in accordance with the provisions of the final schedule of payments referred to in 19.1.3.

19.1.2 A provisional schedule of payments will be negotiated prior to the Final Agreement which will provide:

- (a) a first payment on the Effective Date and subsequent payments on each anniversary of the Effective Date;
- (b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount in 19.1.1; and
- (c) the net present value referred to in 19.1.2 b) will be calculated using as a discount rate the most recently approved amortized Consolidated Revenue Fund lending rate available prior to the initialling of the Final Agreement, less one eighth of one percent.

19.1.3 The final schedule of payments will be determined prior to the Effective Date by multiplying each amount in the provisional schedule referred to in 19.1.2 by the value of the latest available quarterly Final Domestic Demand Implicit Price Index and by dividing the resulting product by the value of the Final Domestic Demand Implicit Price Index for the quarter in which the amount in 19.1.1 was offered.

19.2 Negotiation Loans Repayments

19.2.1 Prior to the Final Agreement, the total amount of negotiation loans to be repaid by the NWTMN will be confirmed.

19.2.2 Prior to the Final Agreement, a provisional schedule for the repayment of the total amount of negotiation loans will be prepared such that the repayment will be proportional to the provisional schedule of payments referred to in 19.1.2 using as a discount rate, the rate referred to in 19.1.2 c).

- 19.2.3 New loans that have not been addressed in the provisional schedule referred to in 19.2.2 will be addressed in a final schedule of negotiation loans repayments to be determined prior to the Effective Date.
- 19.2.4 Canada may set off and deduct any amounts due under the final schedule of loan repayments referred to in 19.2.2 from the Capital Transfer payments due to the NWTMN in accordance with 19.1.3.

CHAPTER 20: MINERAL ROYALTIES

20.1 Annual Payments

- 20.1.1 In each calendar year Government will pay to the NWTMN, an amount equal to:
- (a) 4.56 percent of the first \$2.0 million of Mineral Royalties; and
 - (b) 0.912 percent of any additional Mineral Royalties,
- received by Government in that year.
- 20.1.2 Amounts payable by Government in respect of Minerals produced after the date of the Final Agreement will be calculated on the basis of amounts due to and received by Government.
- 20.1.3 Government will make the payments referred to in 20.1.1 to the NWTMN in quarterly instalments.

20.2 Annual Statement and Audit

- 20.2.1 Government will provide annually to the NWTMN a statement indicating the basis on which Mineral Royalties were calculated for the preceding year.
- 20.2.2 On the request of the NWTMN, Government will request the Auditor General to verify the accuracy of the information in the annual statements.

20.3 Consultation

- 20.3.1 Government will Consult with the NWTMN on any proposal to alter by Legislation the Mineral Royalty payable to Government.
- 20.3.2 Where Government consults outside Government on any proposed changes to the fiscal regime which will affect the Mineral Royalty payable to Government, it will also consult with the NWTMN.

CHAPTER 21: ECONOMIC MEASURES

21.1 Definitions

21.1.1 In this chapter:

“Government of the Northwest Territories Economic Development Programs” means the programs established by the Government of the Northwest Territories on a territory-wide basis with the primary objective of stimulating business and economic activities.

21.2 Information on Government of Canada Programs for Economic Development

21.2.1 Canada will meet with the NWTMN every three years, or at such other time as the Parties agree, to provide information on any Government of Canada economic development programs that could:

- (a) support the Métis traditional economy; and
- (b) encourage the participation of the NWTMN, Métis Businesses and Métis Members in the northern economy by:
 - (i) supporting the marketing of renewable resource products and goods manufactured by Métis Businesses;
 - (ii) providing assistance toward the creation or growth of Métis Businesses, including the identification of possible sources of financial assistance; or
 - (iii) providing opportunities for training and educational assistance for Métis Members.

21.2.2 Canada will Consult with the NWTMN prior to establishing or amending a Government of Canada economic development program intended to support the Métis traditional economy or encourage the participation of the NWTMN, Métis Businesses and Métis Members in the northern economy.

21.3 Government of the Northwest Territories Economic Development

21.3.1 At least every three years, or at such other time as agreed, the Government of the Northwest Territories will meet with the NWTMN to provide information about any Government of the Northwest Territories Economic Development Programs that are available to Métis Members, Métis Businesses or the NWTMN which would encourage the participation in the NWT economy by:

- (a) encouraging the pursuit of traditional Harvesting activities;
- (b) supporting the marketing of renewable resource products and other goods;
- (c) providing assistance toward the creation, maintenance or growth of businesses including the identification of possible sources of financial assistance; and
- (d) providing opportunities for training and educational assistance.

21.4 Economic Development Fund

21.4.1 Prior to the Final Agreement, Canada and the NWTMN will discuss the purpose and management of any economic development fund.

21.5 Contracting by the Government of the Northwest Territories

21.5.1 When the Government of the Northwest Territories intends to carry out public activities on Métis Land which give rise to contracting opportunities, and the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, Métis Members and Métis Businesses will be given the first opportunity to negotiate such contracts, provided they satisfy all requirements particular to the contract, including price.

21.5.2 Should negotiations referred to in 21.5.1 not result in a contract within a time specified by the project, the Government of the Northwest Territories may take the contract to a public process, including public tender, at its discretion and Métis Members or Métis Businesses will be permitted to bid on the contract.

- 21.5.3 Where the Government of the Northwest Territories carries out public activities within the Agreement Area which give rise to contracting opportunities and the Government of the Northwest Territories elects to enter into contracts with respect to those activities, the Government of the Northwest Territories preferential contracting policies and procedures intended to encourage local, regional and northern employment and business opportunities will be followed.
- 21.5.4 For greater certainty, nothing in this chapter will be construed to diminish the ability of the Government of the Northwest Territories to publicly tender contracts.

21.6 Contracting by the Government of Canada

- 21.6.1 Prior to the Final Agreement, the Parties will address how Canada's International Legal Obligations may affect procurement.
- 21.6.2 Where Canada carries out public activities wholly or partly in the Agreement Area, which give rise to contracting opportunities in the Agreement Area, and Canada elects to enter into contracts with respect to these activities, Canada will:
- (a) follow its contracting policies intended to maximize local, regional and Aboriginal employment and business;
 - (b) determine whether to hold public sessions to provide information to potential contractors about the requirements of a specific contracting opportunity;
 - (c) where Canada determines it will hold public sessions ensure, where practicable, at least one such session is available in the Northwest Territories; and
 - (d) provide opportunities for potential contractors to become familiar with Canada's contracting process, including bidding systems.
- 21.6.3 The NWTMN will prepare and maintain a comprehensive inventory of Métis Businesses, together with information on the goods and services they would be in a position to supply in relation to contracts tendered by

the Government of Canada, and make this inventory available to the Government of Canada on an ongoing basis.

- 21.6.4 Canada will, on an annual basis, provide a report to the NWTMN identifying the number of Government of Canada contracts with Métis Businesses entered into in the Agreement Area and will then, at the request of the NWTMN, meet with the NWTMN to identify measures that the Métis Businesses could take to enhance their ability to bid successfully on Government of Canada contracts.

21.7 General

- 21.7.1 The provisions of the Economic Measures chapter are intended to be implemented through programs and policies which may be in place from time to time without imposing any additional financial obligations on Government.

- 21.7.2 For greater certainty, nothing in the Final Agreement affects the eligibility of Métis Members, Métis Businesses or the NWTMN to participate in or benefit from Government economic development programs that are generally available to residents of the Northwest Territories, residents of Canada, or other Aboriginal groups in Canada.

CHAPTER 22: TAXATION

22.1 Definitions

22.1.1 In this chapter:

“NWTMN Capital” means all land, cash and other assets transferred to, or recognized as owned, by a Designated Métis Organization under the Final Agreement.

22.2 General

22.2.1 In the context of self-government negotiations and prior to ratification of the Final Agreement, this chapter will be reconciled with any self-government components of the Final Agreement.

22.3 Capital

22.3.1 A transfer under the Final Agreement of NWTMN Capital and a recognition of ownership under the Final Agreement of the NWTMN Capital are not taxable.

22.3.2 For federal and the Northwest Territories income tax purposes, NWTMN Capital is deemed to have been acquired by a Designated Métis Organization at a cost equal to its fair market value on the later of:

- (a) the Effective Date; and
- (b) the date of transfer or the date of recognition of ownership, as the case may be.

22.3.3 For the purposes of 22.3.1, an amount paid to a Métis Member will be deemed to be a transfer of NWTMN Capital if the payment:

- (a) reasonably can be considered to be a distribution of a Capital Transfer received by a Designated Métis Organization; and
- (b) becomes payable to a Métis Member within 90 days, and is paid to that individual within 270 days, after a Designated Métis Organization receives the Capital Transfer.

22.4 Métis Land and Métis Community Land

22.4.1 No tax is payable by a Designated Métis Organization in respect of the acquisition of land that becomes Métis Land or Métis Community Land.

22.4.2 For federal and the Northwest Territories income tax purposes, proceeds of disposition received by a Designated Métis Organization on Expropriation of Métis Land in accordance with the Expropriation chapter are not taxable.

CHAPTER 23: RATIFICATION OF THE FINAL AGREEMENT

23.1 General

- 23.1.1 The Final Agreement will be submitted to the Parties for consideration of ratification in accordance with the Ratification chapter after it has been initialled by the negotiators for the NWTMN, the Government of the Northwest Territories and Canada.

23.2 Ratification by the NWTMN

- 23.2.1 Ratification of the Final Agreement by the NWTMN will require:

- (a) that more than fifty percent of Eligible Voters vote in favour of the Final Agreement; and
- (b) that the Final Agreement be signed by:
 - (i) the President of the Fort Resolution Métis Council;
 - (ii) the President of the Hay River Métis Government Council;
 - (iii) the President of the Fort Smith Métis Council; and
 - (iv) the President of the NWTMN.

- 23.2.2 Prior to the Final Agreement, the Parties will discuss whether an Eligible Voter is only entitled to vote on one ratification vote for a Land Claims Agreement or land and resources agreement within the Agreement Area.

23.3 Ratification by the Government of the Northwest Territories

- 23.3.1 Ratification of the Final Agreement by the Government of the Northwest Territories will require, in sequential order:
- (a) ratification by the NWTMN under 23.2.1;
 - (b) approval of the Final Agreement by the Executive Council;

- (c) that the Final Agreement be signed by the Minister authorized by the Executive Council; and
- (d) the coming into force of Territorial Legislation giving effect to the Final Agreement.

23.4 Ratification by Canada

23.4.1 Ratification of the Final Agreement by Canada will require:

- (a) ratification by the NWTMN under 23.2.1;
- (b) that the Final Agreement be signed by the Minister of Indian Affairs and Northern Development, as authorized by Governor in Council; and
- (c) the coming into force of federal Legislation giving effect to the Final Agreement.

23.4.2 Canada will Consult the NWTMN in the preparation of the Legislation giving effect to the Final Agreement, including the preparation of any amendments to that Legislation.

23.5 Ratification Committee

23.5.1 The Parties will establish a Ratification Committee to be responsible for conducting the NWTMN ratification process.

23.5.2 The Ratification Committee will be composed of five (5) members:

- (a) one (1) appointed by each Métis Council;
- (b) one (1) appointed by the Deputy Minister of Indian Affairs and Northern Development; and
- (c) one (1) appointed by the Government of the Northwest Territories.

23.5.3 The Ratification Committee may make rules to govern its internal procedures.

23.6 Process

23.6.1 The Ratification Committee will:

- (a) establish rules, consistent with the provisions of the Ratification chapter for the conduct of the NWTMN ratification vote;
- (b) set the date or dates of the NWTMN ratification vote;
- (c) determine the location of the polling stations;
- (d) recommend the form and content of the NWTMN ratification vote ballot to be approved by the negotiators of the Parties; and
- (e) cause the ratification vote to proceed.

23.6.2 The NWTMN ratification vote will:

- (a) be by secret ballot; and
- (b) be held on the same date or dates in all of the polling stations.

23.6.3 Advance voting by means other than voting at polling stations may be provided for in the rules governing the NWTMN ratification vote.

23.7 Information Campaign

23.7.1 The Ratification Committee will prepare and distribute information respecting the NWTMN ratification vote, including:

- (a) the Eligible Voter criteria;
- (b) the date or dates of the NWTMN ratification vote; and
- (c) the location of the polling stations.

23.7.2 The Ratification Committee will organize community meetings to provide Eligible Voters a reasonable opportunity to review the substance and details of the Final Agreement with representatives of the Parties.

23.7.3 Any Party may undertake additional information campaigns as part of their respective ratification processes.

23.8 Preliminary Voters List

23.8.1 The Ratification Committee will:

- (a) receive and consider applications from potential Eligible Voters;
- (b) prepare a preliminary list of every person who applies to have his or her name put on the voters list and who is an Eligible Voter;
- (c) set the date by which appeals under 23.9 must be made, which will be at least 45 days' after the publication of the preliminary voters list, and specify that date on that list; and
- (d) publish the preliminary voters list in each Community, in Yellowknife and in any other location it considers appropriate.

23.9 Appeals

23.9.1 A written appeal may be made to the Ratification Committee within the timeframe identified on the preliminary voters list:

- (a) by an individual whose name is not on the preliminary voters list to have the individual's name included in the voters list whether or not the individual applied before the publication of the preliminary voters list;
- (b) by an individual whose name is on the preliminary voters list to prevent the name of another individual being included on the voters list on the basis of ineligibility; and
- (c) by an individual whose name is on the preliminary voters list to prevent the individual's name from being included on the voters list.

23.9.2 The Ratification Committee will hear appeals submitted under 23.9.1 and render a final written decision.

23.9.3 The Ratification Committee will in respect of an appeal under 23.9.1:

- (a) hear it in the manner it considers appropriate;
- (b) in the case of an appeal under 23.9.1 b), give the person alleged to be ineligible an opportunity to be heard;
- (c) make its decision on the evidence available, which may include unsworn written statements and hearsay evidence; and
- (d) prior to publishing the final voters list, give its decision in writing to the appellant and, in the case of an appeal under 23.9.1 b), to the person alleged to be ineligible.

23.9.4 The Ratification Committee will grant an appeal made under 23.9.1 c).

23.9.5 The Ratification Committee will, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised under 23.9.1 a) where those errors are brought to its attention within the period set by it under 23.8.1 c).

23.10 Final Voters List

23.10.1 The Ratification Committee will publish the final voters list in each Community, in Yellowknife and any other location it considers appropriate at least 30 days' before the first day of the NWTMN ratification vote.

23.10.2 The Ratification Committee will update the final voters list by:

- (a) at any time on or before the last day of voting, adding to the final voters list the name of each individual whom the Ratification Committee determines to be an Eligible Voter;
- (b) removing from the final voters list the name of each individual who died on or before the last day of voting without having voted; and
- (c) removing from the final voters list the name of each individual who did not vote and who provides within 4 days' of the last day of voting, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for voting.

23.11 Reporting

23.11.1 The Ratification Committee will receive and tabulate all ballots from the NWTMN ratification vote and publish the results in each Community, in Yellowknife and any other location it considers appropriate, showing:

- (a) the total number of ballots cast;
- (b) the total number of ballots approving the Final Agreement;
- (c) the total number of ballots not approving the Final Agreement; and
- (d) the total number of ballots spoiled or rejected.

23.11.2 The Ratification Committee will:

- (a) retain all documents related to the ballot;
- (b) keep a record of all events and decisions related to the NWTMN ratification vote;
- (c) prepare and provide to the Parties a written report on the outcome of the vote to ratify the Final Agreement within 30 days' of the last day of voting, or such other time the Parties may agree;
- (d) make the documentation referred to in (a) and (b) available to the Parties upon request; and
- (e) within six (6) months after the completion of the NWTMN ratification vote transfer all the documentation to the National Archives of Canada.

23.11.3 The Parties are entitled to have access to, and to make copies of, the documentation referred to in 23.11.2(d).

23.11.4 The National Archives of Canada will not destroy or dispose of the documentation referred to in 23.11.2(d), in whole or in part, without prior written notice to the Parties.

23.12 Costs

- 23.12.1 The Ratification Committee will prepare a budget for carrying out the provisions of the Ratification chapter subject to review and approval by Canada. The approved expenses of the Ratification Committee will be a charge on Canada.

CHAPTER 24: IMPLEMENTATION

24.1 Implementation Planning Working Group

24.1.1 After the approval of the Agreement-in-Principle, the Parties will establish an Implementation Planning Working Group consisting of one representative from each Party.

24.1.2 The Implementation Planning Working Group will be responsible for:

- (a) identifying the activities the Parties need to carry out prior to the Effective Date; and
- (b) developing an Implementation Plan prior to the ratification of the Final Agreement.

24.2 Pre-Implementation Funding

24.2.1 The Implementation Plan may provide that funding for certain identified activities may be made available prior to the Effective Date.

24.3 Implementation Plan

24.3.1 The Implementation Plan will:

- (a) identify the obligations set out in the Final Agreement and describe the implementation activities to fulfill these obligations including the Party or Parties responsible for undertaking these activities;
- (b) set the timeframes for completing the activities;
- (c) identify the Party responsible for the funding required to fulfill the obligations set out in the Final Agreement;
- (d) specify how the Implementation Plan may be amended, renewed or extended; and
- (e) address other matters agreed to by the Parties.

- 24.3.2 The first Implementation Plan will take effect on the Effective Date and has a term of ten (10) years, or such other term as the Parties may agree.
- 24.3.3 Subsequent implementation plans will be for a term of ten (10) years or such other term as the Parties agree.
- 24.3.4 The Implementation Plan will be signed by the Parties at the same time as the Final Agreement.
- 24.3.5 Prior to the Final Agreement, the Parties will address the process to amend the Implementation Plan.
- 24.3.6 The Implementation Plan will not:
- (a) form part of the Final Agreement;
 - (b) alter any rights or obligations set out in the Final Agreement;
 - (c) create legal obligations unless the Parties agree otherwise;
 - (d) preclude any Party from asserting that other obligations exist under the Final Agreement even if they are not set out in the Implementation Plan; and
 - (e) to be used to interpret the provisions of the Final Agreement.
- 24.3.7 In the event of an inconsistency between the Implementation Plan and the Final Agreement, the Final Agreement prevails.

24.4 Implementation Committee

- 24.4.1 No later than sixty (60) days from the Effective Date, the Parties will establish an Implementation Committee consisting of one (1) representative appointed from each of the Parties and will continue until the Parties agree to terminate the Committee.
- 24.4.2 The Implementation Committee will:
- (a) identify issues or challenges arising from the implementation of the Final Agreement and provide advice and recommendations to the

Parties on ways the implementation can be strengthened including whether any amendments to the Final Agreement should be considered;

- (b) establish the procedures and rules for the operation of the Implementation Committee;
- (c) ensure an annual report on the implementation of the Final Agreement is prepared and submitted to the Parties;
- (d) consider developing a communications strategy to facilitate ongoing communications regarding the implementation of the Final Agreement;
- (e) monitor and assess progress toward the implementation of the Final Agreement;
- (f) meet at least annually or more often as required;
- (g) make decisions by unanimous agreement; and
- (h) prepare an annual workplan to guide the work of the Implementation Committee.

24.4.3 The Implementation Committee may:

- (a) facilitate the resolution of disputes, including disputes as referred to in the Dispute Resolution chapter;
- (b) establish working groups as appropriate;
- (c) seek any advice or support as required; and
- (d) address any other matters as directed by the Parties.

24.5 Costs

24.5.1 Each Party will be responsible for the costs of its representative's participation on the Implementation Committee.

24.6 Annual Report

24.6.1 The annual report of the Implementation Committee, as referred to in 24.4.2 (c), will include:

- (a) the activities undertaken or completed by the Implementation Committee in the year covered by the report;
- (b) an overview of the successes achieved in the implementation of the Final Agreement in the year covered by the report;
- (c) identification of implementation issues; and
- (d) other matters as agreed to by the Parties.

24.6.2 Canada is responsible for publishing the annual report.

24.6.3 The annual report will be made available to the parties within six (6) months from the beginning of the new fiscal year.

CHAPTER 25: DISPUTE RESOLUTION

25.1 Definitions

25.1.1 In this chapter:

"Disputants" means:

- (a) Parties who have agreed to resolve a dispute in accordance with the Dispute Resolution chapter;
- (b) persons who are required by the Final Agreement to resolve a dispute under the Dispute Resolution chapter; or
- (c) persons having a right under the Final Agreement to seek the resolution of a dispute under the Dispute Resolution chapter.

25.2 General

25.2.1 The Dispute Resolution chapter will apply only to the following types of disputes:

- (a) any matter where the Final Agreement stipulates that a person "may refer the dispute for resolution in accordance with the Dispute Resolution chapter";
- (b) a dispute between Government and the NWTMN concerning the interpretation or application of the Final Agreement; or
- (c) any matter which an agreement between Government and the NWTMN stipulates may be resolved in accordance with the Dispute Resolution chapter.

25.2.2 The Disputants will use best efforts to resolve disputes referred to in 25.2.1 through the process set out in the Dispute Resolution chapter.

25.2.3 Disputes referred to the Dispute Resolution chapter for resolution or determination will progress through the following steps:

- (a) informal discussion;

- (b) mediation;
 - (c) binding arbitration, if agreed to by the Disputants, or if stipulated by this Agreement; and
 - (d) commencement of court proceedings in accordance with the Dispute Resolution chapter.
- 25.2.4 Disputants may agree to vary a procedural requirement contained in the Dispute Resolution chapter, as it applies to a particular dispute.
- 25.2.5 Disputants may at any time resolve their dispute by an agreement in writing. Notification of any such agreement will be provided to all Parties.
- 25.2.6 Nothing in the Dispute Resolution chapter will be construed to prevent the Disputants from agreeing to refer their dispute for a determination under a court process or to an alternate dispute resolution mechanism such as arbitration pursuant to the *Arbitration Act*.
- 25.2.7 Nothing in the Dispute Resolution chapter prevents a Disputant from commencing arbitration or judicial proceedings at any time:
 - (a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - (b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under the Dispute Resolution chapter.
- 25.2.8 If a dispute has been referred to mediation or arbitration under the Dispute Resolution chapter, no other mediation or arbitration process provided by Legislation applies.
- 25.2.9 If a Métis Member has a right of action in relation to the Final Agreement, the NWTMN may, with the consent of the Métis Member, bring that action on behalf of the Métis Member.
- 25.2.10 All communications undertaken by a Disputant during an informal discussion or mediation process under the Dispute Resolution chapter will be “without prejudice” to any position the Disputant may take in any other

legal process, including arbitration pursuant to the Dispute Resolution chapter. Unless the Disputants agree otherwise, they will treat all such communications as confidential.

25.3 Roster of Mediators and Arbitrators

25.3.1 The Parties will develop and maintain a roster of candidates to act as mediators and arbitrators who have:

- (a) a familiarity with the circumstances of the Parties; and
- (b) the skills, abilities and expertise to act as a mediator or an arbitrator.

25.3.2 The Parties will place up to twelve (12) candidates on the roster based on a nomination of four (4) candidates from each Party.

25.4 Informal Discussion

25.4.1 Upon notice of a dispute from a Disputant, the Disputants will have informal discussions in an attempt to resolve the dispute informally prior to proceeding to mediation or arbitration.

25.5 Mediation

25.5.1 If an agreement has not been concluded through informal discussions within 30 days, or another period agreed to by the Disputants, a Disputant may deliver a notice to the other Disputants to proceed to mediation.

25.5.2 Upon receiving a request from a Disputant to proceed with mediation, the Disputants will agree on a mediator from the roster under 25.3.1 within 10 days.

25.5.3 In the absence of agreement under 25.5.2, Disputants may request an alternate dispute resolution organization to recommend a mediator. In the absence of agreement, a Disputant may apply to the Supreme Court of the Northwest Territories to appoint a mediator.

25.5.4 The mediator will, without delay, consult with the Disputants and arrange for the commencement of the mediation.

- 25.5.5 Unless the Disputants agree otherwise, the mediation will be held in the Northwest Territories.
- 25.5.6 Prior to the Final Agreement, the Parties will determine the period of time for mediation.
- 25.5.7 Each Disputant will bear its own costs to participate in the mediation. All other costs of mediating a dispute, including the remuneration and expenses of the mediator, and costs associated with the process, will be shared equally among the Disputants, unless otherwise provided for in the Final Agreement or the Implementation Plan.
- 25.5.8 Upon termination of the mediation proceedings, the mediator will submit a mediation report to:
- (a) the Disputants; and
 - (b) the Surface Rights Board, in the case of a dispute that would be referred to that Board pursuant to 25.7.
- 25.5.9 Unless the Disputants agree otherwise, the mediation report will be confidential in accordance with Legislation.
- 25.5.10 Prior to the Final Agreement, the Parties will establish principles or procedures for mediation, including criteria for determining whether there have been adequate attempts to resolve a dispute by informal discussion for the purposes of 25.2.3 and 25.4.1 and confidentiality.

25.6 Arbitration

- 25.6.1 If an agreement has not been concluded through mediation within 60 days' from the date the mediator is appointed, or any other period agreed to by the Disputants:
- (a) in the case of a dispute that the Final Agreement stipulates "may be resolved in accordance with the Dispute Resolution chapter", a Disputant may deliver notice to the other Disputant to proceed to arbitration when applicable under 25.2.3(c); and

- (b) in the case of any other dispute:
 - (i) the Disputants may agree to proceed to arbitration, court or another dispute resolution process; or
 - (ii) a Disputant may commence court proceedings.

25.6.2 Where a dispute proceeds to arbitration, the Disputants will agree on an arbitrator from the roster under 25.3.1 within 14 days.

25.6.3 In the absence of agreement under 25.6.2, Disputants may request an alternative dispute resolution organization to recommend an arbitrator. In the absence of agreement, a Disputant may apply to the Supreme Court of the Northwest Territories to appoint an arbitrator.

25.6.4 Unless the Disputants agree otherwise, an individual who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.

25.6.5 Any Party has standing in any dispute that is referred to arbitration pursuant to the Dispute Resolution chapter.

25.6.6 On application and on such terms as the arbitrator may order, an arbitrator may allow any person that is not a Disputant to participate as an intervener in an arbitration if, in the opinion of the arbitrator, the interest of that person may be directly affected by the arbitration.

25.6.7 Subject to the rules established by the Parties and the provisions of the Final Agreement, the arbitrator may, in relation to any matter before the arbitrator:

- (a) determine all questions of procedure, including the method of giving evidence;
- (b) make an award, including interim relief;
- (c) provide for costs and interest;
- (d) subpoena witnesses;
- (e) administer oaths or affirmations to witnesses; and

(f) refer questions of Law to the Supreme Court of the Northwest Territories.

25.6.8 No arbitrator may rule on the validity of the Final Agreement or alter, amend, delete or substitute any provision of the Final Agreement in any manner, except as provided for in the Final Agreement.

25.6.9 A decision of an arbitrator will be conclusive and binding on the Disputants and will not be challenged by appeal or review in any court except on the ground that the arbitrator has erred in Law or exceeded the arbitrator's jurisdiction.

25.6.10 Each Disputant, and any intervener, will bear their own costs to participate in the arbitration. All other costs of arbitrating a dispute, including the remuneration and expenses of the arbitrator, and costs associated with the process, will be shared equally among the Disputants, unless the arbitrator decides otherwise.

25.6.11 A Disputant may, after the expiration of 14 days' from:

(a) the date of the release of an arbitration decision or order; or

(b) the date provided in the decision for compliance,

whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the arbitration decision or order and the decision or order will be entered as if it were a decision or order of the Court. On being entered, the arbitration decision or order will be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

25.6.12 Prior to the Final Agreement, the Parties will establish procedures for arbitration, including confidentiality, which will provide for an expeditious process.

25.7 Surface Rights Board

25.7.1 Members of the Surface Rights Board will be residents of the Northwest Territories. When dealing with Métis Land, the Surface Rights Board will act through a panel of its members at least one of whom will be a resident of the Agreement Area.

25.7.2 Prior to the Final Agreement, the Parties will discuss how the *Surface Rights Board Act* will apply to Métis Land, including any necessary consequential amendments to the Act.

CHAPTER 26: MÉTIS ORGANIZATIONS

- 26.1.1 All rights exercisable by a Designated Métis Organization and all obligations to which a Designated Métis Organization is subject will be assigned by the NWTMN prior to the Effective Date to one or more Designated Métis Organizations. Such rights and obligations may be reassigned by the NWTMN or its designate from time to time provided that such reassignments will not adversely affect the exercise of rights or the performance of obligations contemplated in the Final Agreement.
- 26.1.2 Designated Métis Organizations will be trusts, societies or corporations established pursuant to Legislation.
- 26.1.3 A Designated Métis Organization which administers the Capital Transfer pursuant to 19.1.1, amounts payable pursuant to 20.1.1 or land transfers pursuant to 9.2.1, 9.2.2, 12.1.1 and 12.1.2 will be structured such that:
- (a) all Métis Members have an equal interest therein as at the date of settlement Legislation; and
 - (b) such organizations will be owned and controlled by Métis Members and membership or shareholdings will be non-transferable.
- 26.1.4 Any subsequent restructuring of the organizations in 26.1.3 will respect the principle of maintaining an equal interest of all Métis Members, at the NWTMN or Métis Council level, in respect of land and capital assets.
- 26.1.5 Designated Métis Organizations exercising rights pursuant to the Final Agreement will be open to membership by all Métis Members who are not minors and who are affected by the exercise of such rights.
- 26.1.6 Nothing in this chapter is intended to prevent participation by Métis Members in corporations or other forms of business organizations in which other persons are shareholders or have an interest by using the Capital Transfer transferred under the Final Agreement.
- 26.1.7 The NWTMN or a Designated Métis Organization may later designate other Métis organizations to receive the Capital Transfer payments pursuant to 19.1.1 and amounts payable to 20.1.1 and any other

payments pursuant to the Final Agreement, provided the principles expressed in 26.1.3 and 26.1.4 are observed.

26.1.8 Canada is authorized to make:

- (a) the Capital Transfer pursuant to 19.1.1 and payments pursuant to 20.1.1 to organizations designated pursuant to 26.1.7, and
- (b) transfers of land to one or more Designated Métis Organizations pursuant to 9.2.1, 9.2.2, 12.1.1 and 12.1.2

and will be deemed to have fully discharged its obligations in respect of such transfers and payments upon receipt of such by the Designated Métis Organizations.

26.1.9 The NWTMN will cause to be established, prior to the date of settlement Legislation, and will thereafter maintain, a public register of Designated Métis Organizations, which register will identify all rights and obligations assigned pursuant to 26.1.1 to Designated Métis Organizations.

26.1.10 Government will not be liable to Métis Members for any damage or loss suffered by Métis Members as a result of the failure of any Designated Métis Organization to comply with an obligation under the Final Agreement.

26.1.11 The provisions of this chapter will be reviewed by the Parties prior to the Final Agreement with a view to reconciling them with the creation of self-government entities to avoid unnecessary duplication and inefficiency.

CHAPTER 27: SELF-GOVERNMENT NEGOTIATIONS

- 27.1.1 After approval of the Agreement-in-Principle by the Parties, Government will enter into negotiations with the NWTMN with a view to concluding a framework agreement on self-government appropriate to the unique circumstances of the NWTMN and in conformity with the Constitution of Canada.
- 27.1.2 The framework agreement on self-government will set out the principles, process and agenda items for negotiation pursuant to 27.1.1.
- 27.1.3 The Final Agreement will provide for the consistency of NWTMN Laws and other exercises of power with Canada's International Legal Obligations.

CHAPTER 28: APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

- 28.1.1 This Agreement-in-Principle will be submitted to the Parties for their consideration after it has been initialled by the negotiators for the NWTMN, the Government of the Northwest Territories and Canada.
- 28.1.2 This Agreement-in-Principle will be approved by the NWTMN when it is signed by:
- (a) the President of the Fort Resolution Métis Council;
 - (b) the President of the Hay River Métis Government Council;
 - (c) the President of the Fort Smith Métis Council; and
 - (d) the President of the NWTMN,
- in accordance with a resolution of a NWTMN assembly, duly convened, for the purpose of approval of the Agreement-in-Principle.
- 28.1.3 This Agreement-in-Principle will be approved by the Government of the Northwest Territories when it is signed by the Minister of Aboriginal Affairs and Intergovernmental Relations as authorized by the Executive Council.
- 28.1.4 This Agreement-in-Principle will be approved by Canada when it is signed by the Minister of Indian Affairs and Northern Development as authorized by Cabinet.

APPENDIX: LAND SELECTION CRITERIA

GENERAL

1. After approval of the Agreement-in-Principle by the Parties, Government will enter into negotiations with the NWTMN to identify Métis Land and Métis Community Land that will be selected in accordance with this Appendix.
2. The land selection negotiations for Métis Land and Métis Community Land will be undertaken concurrently, unless otherwise agreed by the Parties.
3. Land selection negotiations will take place at locations in the Northwest Territories to be determined by a workplan developed by the Parties prior to the commencement of negotiations. Where possible, negotiations will take place in the relevant Community.
4. The Parties will discuss the level of funding and funding sources required for the NWTMN to participate in land selection negotiations.
5. In the course of land selection negotiations, the NWTMN will table land use maps showing Métis cabin sites, Burial Sites and other areas of cultural significance for review by Government.
6. Prior to the commencement of land selection negotiations and after the signing of the Agreement-in-Principle, Government will provide the NWTMN with the following information concerning the Agreement Area:
 - (a) current information respecting the location and nature of existing Government and third party interests, including Oil and Gas permits, commercial fishing licences, surface leases, land use permits and other land use authorizations, agreements for sale, applications for lease, rights-of-way, easements, recorded mining rights, timber permits, outfitters and lodge licences, fee simple grants, quarrying permits and leases;
 - (b) any available maps and information respecting known deposits of Oil, Gas, Minerals, and Construction Materials;
 - (c) maps or lists of all proposed parks or other Protected Areas. The identification of new parks or other Protected Areas may be considered in

the course of land selection negotiations. Provisions relating to particular Protected Areas may be included in the Final Agreement;

- (d) a list of all identified Contaminated Sites and available information relating to them;
- (e) known public routes, utility corridors, pipelines, airstrips and trails; and
- (f) any available information regarding known,
 - (i) unauthorized or traditional use cabins; and
 - (ii) Burial Sites.

LAND SELECTION - MÉTIS LAND

NWTMN Land Selection Maps

- 7. Initial land selection maps (using 1:250,000 scale National Topographic Series maps) will be prepared by the NWTMN. The maps will show subsurface selections, as well as any existing recognized routes being used on a regular basis, whether year round or intermittently. An estimate of the area of each selection will also be indicated on the maps.
- 8. Land selection for Métis Land will be made so as to provide the NWTMN with land for inclusion in the Final Agreement, while leaving sufficient Crown Land:
 - (a) which is accessible and available to the Communities for public purposes;
 - (b) for any affected Aboriginal group not a party to the Final Agreement; and
 - (c) for public purposes, including access for recreation, and Wildlife and Fish Harvesting.

Representative Selections

- 9. Land selections in the Agreement Area will be representative of the topography and quality of the lands in the Agreement Area.

Special Harvesting Areas

10. Where the objectives of the Parties cannot be met through the process of land selection, negotiations at the time of land selection may provide special opportunities for the NWTMN for the Harvesting of Fish and Wildlife in designated areas.

Restrictions on Access

11. During land selection negotiations and subject to the provisions of the Agreement-in-Principle, the Parties may negotiate locations where access will be restricted. Such negotiations are intended to balance the interests of the NWTMN for possession of its lands and the interests of the public. The restrictions would be implemented on the Effective Date.

Métis Member Interests

12. The NWTMN may, with the consent of a Métis Member who has an interest in a building or other structure affixed to the land, propose for selection Crown Land or Commissioner's Land underlying such interests. The NWTMN will provide Government the written consent of the Métis Member. Such consent is not required if the interest of that Métis Member is limited to that of a tenant or occupant of the building or structure.

Selection of Land Administered by Canada

13. Land that is administered by, or reserved in the name of any department or agency of the Government of Canada, and that is not required for public purposes, may be selected.

SPECIFIC SITES - WITHIN THE AGREEMENT AREA

14. The Parties may negotiate the selection of specific sites within the Agreement Area, which will not exceed one hectare in area which will form part of the quantum, unless otherwise agreed, and will not include the subsurface.
15. Unless otherwise agreed, and to the extent possible, specific sites will be regular in shape and avoid disproportionately large frontages along water bodies.
16. Specific sites are to be areas such as Camps or cabins for Harvesting or areas

currently being used by a Métis Member.

17. The NWTMN may, with the consent of a Métis Member normally occupying or using a specific site, propose that site for selection. The NWTMN will provide Government the written consent of the Métis Member.

LAND SELECTION – MÉTIS COMMUNITY LANDS

18. The lands selected in respect of any Community need not be identical in quantity to the lands selected in respect of other Communities.
19. Land selection within a Community will be made so as to ensure that there is land for NWTMN purposes and public purposes.

Selection of Land Administered by the Government of the Northwest Territories

20. Land that is administered by, or reserved in the name of the Government of the Northwest Territories, and that is not required for public purposes, may be selected.

Information

21. The Government of the Northwest Territories will provide the following data base information to the NWTMN for each Community, and include a text and/or maps as follows:
 - (a) a map of the existing Community Boundary to 1:50,000 scale;
 - (b) Community mapping at 1:5,000 scale, showing all surveyed and un-surveyed parcels and topographic features;
 - (c) textual data base showing land ownership or dispositions including expiry dates of leases; and
 - (d) where 1:5,000 maps are not appropriate, the Government of the Northwest Territories will provide an appropriate alternate map.

NWTMN Land Selection Maps

22. The NWTMN will subsequently prepare land selection maps for each Community using the maps provided or larger scale maps provided where appropriate, and will forward them to the Parties.

Community Boundary

23. Where there are no Community Boundaries established, the Development Control Zone boundary will constitute the boundary for the purpose of land selection.
24. After the signing of the Agreement-in-Principle and prior to the commencement of land selection negotiations, the Government of the Northwest Territories will provide the other Parties with maps that show the boundaries of the Communities. If an adjustment is requested, the process set out in Legislation will be followed.

RESTRICTIONS

25. Land subject to a fee simple interest or an agreement for sale may not be selected, unless otherwise agreed.
26. Crown Land subject to a lease is not available for selection unless the lessee's interest is treated in a manner satisfactory to the NWTMN and Government. The lessee will be given written notice by Government if such land is being considered for selection.
27. Commissioner's Land subject to a lease is not available for selection unless agreed to by Government. The lessee will be given written notice by Government if such land is being considered for selection.
28. Land will not be selected within 30.48 metres of the boundary of the Agreement Area, unless otherwise agreed.
29. Contaminated Sites that have been identified prior to selection will not be available for selection unless otherwise agreed.
30. Producing and non-producing mine and Mineral properties at an Advanced Stage of Exploration will not be selected. Advanced Stage of Exploration means

Mineral resource definition drilling on a grid or surface or underground bulk sampling for bench test work or grade and tonnage calculations.

OTHER ABORIGINAL GROUPS

31. Government acknowledges that the NWTMN is committed to having overlap discussions with Aboriginal groups that have overlapping interests regarding land selection in the Agreement Area.
32. In the course of land selection, Government will consult other Aboriginal groups who have established rights protected by section 35 of the *Constitution Act, 1982*, or who assert that they have rights protected by section 35, which may be adversely affected by the land selection and that as a result, Government may, with the view to achieving reconciliation, propose changes to the identification of land to be Métis Land.

COMPLETION

33. The land selection maps will, if required, be transposed on to alternative scale maps.
34. The transposing of the maps will be the responsibility of Government.
35. Land selection will be completed by the initialling by all Parties of:
 - (a) all maps, legal descriptions or sketch plans setting out land that may become Métis Land; and
 - (b) legal descriptions or sketch plans of land that may become Métis Community Land.

LAND WITHDRAWAL

36. Land withdrawal pursuant to the *Territorial Lands Act* or the *Commissioner's Land Act* will occur as soon as reasonably possible following agreement between Government and the NWTMN respecting land selection.
37. The initialled maps will form the basis for an Order-in-Council and a *Commissioner's Land Act* withdrawal to withdraw the lands. An Order-in-Council and a *Commissioner's Land Act* withdrawal will be requested as soon as possible

after initialling.

38. Upon withdrawal of lands following completion of land selection, the Parties concerned will have 60 days' to conduct a period of public review.
39. Where urgent circumstances require, the Parties may agree to the withdrawal of certain land selections notwithstanding that all land selections have not been completed.
40. Upon completion of the review period specified in 38, the initialled maps will be confirmed or amended by the Parties. The existing Order-in-Council and *Commissioner's Land Act* Withdrawal will be amended if necessary.
41. The withdrawal of lands will be subject to existing rights, titles or interests, including licences, permits, authorizations, reservations, reservations by notation and any associated benefits and privileges, including renewals, replacements, extensions in time and transfers as might have been granted or permitted had the land not been withdrawn, provided that:
 - (a) there will be no significant changes in the terms and conditions of such renewals, replacements, extensions or transfers; and
 - (b) the interest holder will be given notice of the withdrawal and advised by Government that the lands have been selected.
42. 41 will not be construed to affect any discretion of Government to grant or refuse the renewal, replacement, extension of term or transfer of any interest in land or licence, permit or authorization.
43. Permits may be issued under the *Territorial Quarrying Regulations* or the *Commissioner's Lands Regulations* in respect of sources of Construction Materials in the following circumstances:
 - (a) for quarrying sites which were in use or identified prior to the date of the withdrawal order; or
 - (b) where, after Consultation with the NWTMN, the Territorial land agent or other designated person determines there is no alternative source of supply reasonably available in the surrounding area and the materials are required for essential public construction purposes.

44. No new timber permits or licences, other than renewals or replacements of existing timber permits or licences issued pursuant to the *Forest Management Act*, will be issued in respect of the withdrawn lands except:
- (a) with the consent of the NWTMN; or
 - (b) in cases of overriding public interest as determined by the Minister and after Consultation with the NWTMN.
45. For greater certainty, the provisions of this subsection will not affect access to or across withdrawn lands for the period of the withdrawal.
46. For greater certainty, withdrawn lands remain Crown Land or Commissioner's Land under the administration and control of the Minister or Commissioner.

Status of this Appendix

47. While this Appendix will form part of this Agreement-in-Principle it will not form part of the Final Agreement.