

INTERIM MEASURES AGREEMENT

Between:

**THE FOND DU LAC FIRST NATION
THE BLACK LAKE FIRST NATION and
THE HATCHET LAKE FIRST NATION**

(“the Athabasca Denesuline”)

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
 (“CANADA”)**

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by
the Minister Responsible for Aboriginal Affairs
(“the GNWT”)

WHEREAS:

- The Athabasca Denesuline assert treaty and aboriginal rights north of 60 degrees latitude and, in particular, to the area identified in green on the map attached as Appendix I of this Agreement.
- Canada and the Athabasca Denesuline are in without prejudice negotiations, pursuant to a Memorandum of Understanding signed on December 21, 2000 regarding the harvesting rights of the Athabasca Denesuline to fully and finally settle the issues raised in the *Benoanie* litigation.
- The asserted rights of the Athabasca Denesuline may be impacted or impaired by any use of resources including the use of water and lands in the Interim Measures Agreement Area.

- Canada and the GNWT have passed statutes and regulations relating to the occupation, use and disposition of lands and resources which contain application mechanisms, including timelines, for various licences, permits, land leases and transfers.
- The Parties recognize that appropriate interim measures are necessary in order to advance negotiations.

THE PARTIES THEREFORE AGREE:

PART 1: DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement and solely for the purposes of this Agreement:

“**Agreement**” means this Interim Measures Agreement.

“**Athabasca Denesuline**” means the Fond du Lac First Nation, the Black Lake First Nation and the Hatchet Lake First Nation.

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

(a) providing the Athabasca Denesuline

- (i) notice of the matter in sufficient form and detail to allow them to prepare their views on the matter;
- (ii) a reasonable period to prepare those views having regard to 3.3; and
- (iii) an opportunity to present those views to the government or body initiating the consultation; and

(b) full and fair consideration by the government or body of the views so presented.

“**Harvesting**” means gathering, hunting, trapping or fishing.

“**Interim Measures Agreement Area (IMAA)**” means, for the purposes of this Agreement, the area shown in green on the map attached as Appendix I of this Agreement.

“**Parties**” means the Athabasca Denesuline, Canada and the GNWT.

Interpretation

1.2 This Agreement applies only to the IMAA.

- 1.3 A reference to a statute includes any regulations made pursuant to that statute.

PART 2: NORTHWEST TERRITORIES

Surface Lands

- 2.1 Canada will Consult the Athabasca Denesuline with respect to applications accepted as complete by DIAND for the sale, lease, and lease with option to purchase of surface federal Crown lands in the IMAA pursuant to the *Territorial Lands Act*.
- 2.2 Canada will Consult the Athabasca Denesuline with respect to applications for federal Crown Lands by other federal or territorial government agencies where the lands will be reserved by book notation for their use in the IMAA (the notation of reservations to surface federal Crown lands in the IMAA).
- 2.3 Canada will Consult the Athabasca Denesuline with respect to applications for the transfer of federal Crown lands in the IMAA to a federal or territorial department, the establishment of easements and licences of occupation pursuant to the *Federal Real Property and Federal Immovables Act*.
- 2.3.1 The Consultation referred to in 2.3 excludes transfers of lands where infrastructure already exists.
- 2.4 Canada will notify the Athabasca Denesuline when orders-in-council respecting the withdrawal from disposal of certain lands in the Northwest Territories for the purposes of facilitating the settlement of aboriginal land claims have been published in the *Canada Gazette*.

Mineral Development

- 2.5 Canada will Consult the Athabasca Denesuline prior to issuing any new prospecting permits in the IMAA. The Athabasca Denesuline will provide their comments to the Mining Recorder's Office by January 22 of any given year in order to meet the January 31st deadline for permit issuance under the *Canada Mining Regulations*.
- 2.6 Canada will notify the Athabasca Denesuline, on a monthly basis, of all mineral claims recorded or received for recording in the IMAA, and of all sub-surface mineral leases granted in the IMAA pursuant to the *Canada Mining Regulations*.

Oil and Gas Activity

- 2.7 Canada will Consult the Athabasca Denesuline before initiating any new rights issuance cycle for oil and gas exploration licenses in the IMAA pursuant to the *Canada Petroleum*

Resources Act.

Tourism Establishments and Outfitter Operations

- 2.8 The GNWT will Consult the Athabasca Denesuline with respect to applications for a new lodge, outpost camp and outfitter licence or permit, pursuant to the *Travel and Tourism Act* and the *Wildlife Act*, in the IMAA.

Territorial Parks

- 2.9 The GNWT will Consult the Athabasca Denesuline with respect to the establishment of a new territorial park, the expansion of any existing territorial park pursuant to the *Territorial Parks Act*, in the IMAA.

Other

- 2.10 The Parties may agree to discuss other matters.

PART 3: RESPONSE OF THE ATHABASCA DENESULINE

Contact

- 3.1 Canada or the GNWT, as the case may be, shall Consult with the Athabasca Denesuline through:

Interim Measures Agreement
Coordinator
Prince Albert Grand Council
Suite 206
1004-1st Ave West
Prince Albert, Saskatchewan
S6V 4Y4

(306) 922-7612 (telephone)
(306) 763-2973 (fax)

Basis for Response

- 3.2 The Athabasca Denesuline agree that their comments in response to Consultation will be based upon the following grounds as they relate to Harvesting:
1. Environmental issues;
 2. Interference with heritage resources and cultural sites;

3. Interference with harvesting rights; and
4. Economic development affecting harvesting rights.

Time for Response

- 3.3 The Athabasca Denesuline shall respond to Canada or the GNWT, as the case may be, within:
 - a. the time frame set out in legislation for issuing licenses, permits or other authorizations, where applicable;
 - b. the time frame set out in this Agreement; or
 - c. in all other cases, forty-five (45) days of receipt of the information requested.

Communications

- 3.4 Communications between or among the Parties shall be:
 - a. delivered by courier;
 - b. transmitted by fax; or
 - c. mailed by prepaid registered post in Canada.
- 3.5 A communication will be considered to have been given, made or delivered and received:
 - a. if delivered 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 representative of the addressee;
 - b. if transmitted by fax and the sender receives confirmation of the transmission at the start of business on the next business day after the 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 representative of the addressee.

Information

- 3.6 Should the Athabasca Denesuline require further or other relevant information in order to properly respond in the Consultation process, Canada or the GNWT, as the case may be, shall, upon reasonable request, make available such information which it has in its possession.
- 3.7 Neither Canada nor the GNWT is required to disclose any information that it is required or entitled to withhold under any act relating to access to information.

PART 4: GENERAL PROVISIONS

NWT Overlap Issues

- 4.1 The GNWT and the Athabasca Denesuline recognize that other Aboriginal groups have asserted Aboriginal rights over and within the IMAA. The GNWT and the Athabasca Denesuline further recognize that, where Consultation is required with the Athabasca Denesuline and the GNWT is also obligated to consult with another Aboriginal group, all responses will be considered by the GNWT in the context of such overlaps.

Access to Existing Resources

- 4.2 This Agreement does not create any funding obligation for government beyond funding that Canada would otherwise provide.

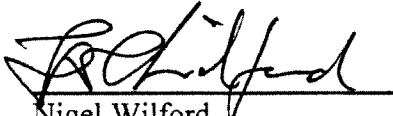
Status of Agreement

- 4.3 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations on the part of any of the Parties.
- 4.4 This Agreement does not constitute a binding contract among the Parties.
- 4.5 This Agreement is made without prejudice to any legal position taken by the Parties in a legal proceeding and nothing in the Agreement shall be construed as an admission of fact or liability.
- 4.6 This Agreement supercedes the Interim Measures Agreement signed by Canada and the Athabasca Denesuline on September 25, 2003.
- 4.7 This Agreement may be reviewed and amended with the written consent of the Parties.
- 4.8 The terms of this Agreement continue until the date of the coming into force of settlement legislation or the termination of negotiations by any Party, whichever first occurs.

PART 5: SIGNATURES

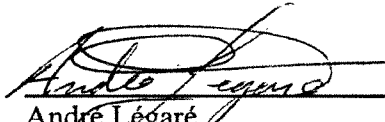
Signed at Stornoway / Black Lake, this 26th day of May 2004.


FOR CANADA


Nigel Wilford
Chief Federal Negotiator


LEON FEBO
Witness

FOR GNWT

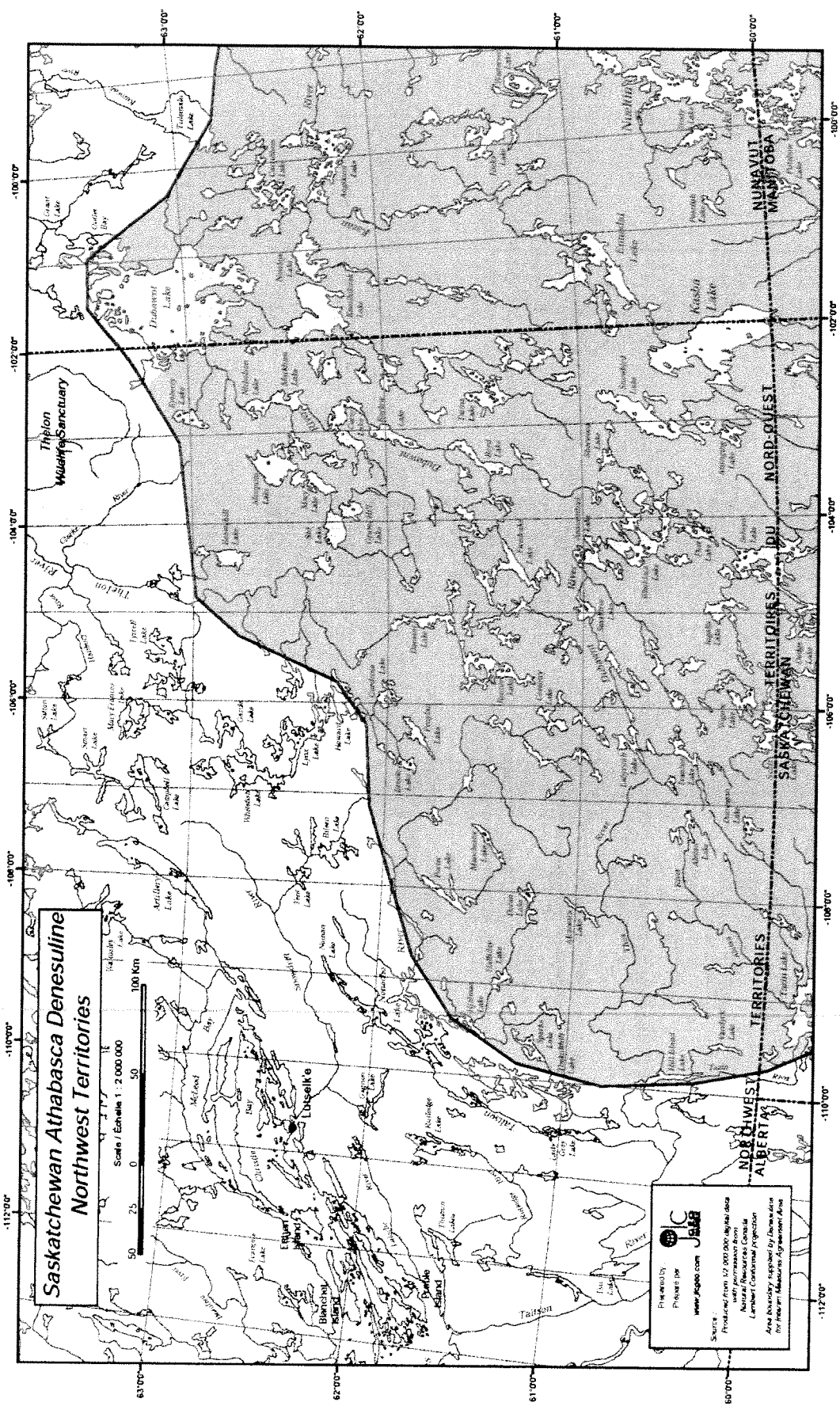

André Légaré
Negotiator


Witness

FOR THE ATHABASCA DENESULINE


Ron Robillard
Chief Negotiator

Δ" P. 7 0 4
Witness



**Saskatchewan
Northwest Territories
Denesuline**

Scale / Echelle 1 : 2 000 000
0 25 50 100 km

Provided by
 Prepared for
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 Source
 Produced from 1:2,000,000 digital data
 with permission from
 the Government of Saskatchewan
 Lambert Conformal Projection
 Area Includes: Yukon, by James
 for 1997; Manitoba, by James
 for 1997.