INUVIALUIT SELF-GOVERNMENT NEGOTIATIONS PROCESS AND SCHEDULE AGREEMENT

AMONG

The INUVIALUIT, as represented by the Inuvialuit Regional Corporation;

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister Responsible for Aboriginal Affairs (hereinafter referred to as the "GNWT")

(hereinafter referred to collectively as the "Parties")

Whereas Canada and the GNWT recognize the inherent right of self-government as an existing Aboriginal right under section 35 of the *Constitution Act, 1982;*

and Whereas section 4(3) of the Inuvialuit Final Agreement (IFA) provides that:

4(3) Canada agrees that where restructuring of the public institutions of government is considered for the Western Arctic Region, the Inuvialuit shall not be treated less favourably than any other native groups or native people with respect to the governmental powers and authority conferred on them;

and Whereas the Parties reaffirm their support for the Agreement-in-Principle signed on April 16th, 2003, to assist in the negotiation of a self-government agreement (hereinafter referred to as the "Final Agreement");

and Whereas the Parties intend to expeditiously negotiate a Final Agreement;

Now Therefore, the Parties agree as follows:

1. Objective of Negotiations

The objective of the negotiations is to complete a Final Agreement that respects section 4(3) of the Inuvialuit Final Agreement and implements the inherent right of self-government for the Inuvialuit.

2. Purpose of this Agreement

2.1 The purpose of this Agreement is to facilitate effective, timely and orderly negotiations towards the Final Agreement.

2.2 This Agreement:

- (a) sets out an approach to, and process for negotiations;
- (b) identifies the scope of negotiations; and
- (c) establishes an agenda and timetable for negotiations.

3. Parties

The Parties to the Final Agreement will be the Inuvialuit, Canada and the GNWT.

4. Negotiation Teams

- 4.1 Each Party will be represented at the main negotiations table by its Chief Negotiator.
- 4.2 Each Party shall provide to the other Parties written notice of the appointment of its Chief Negotiator.
- 4.3 Where a Party removes or replaces its Chief Negotiator, it shall forthwith provide to the other Parties written notice of such removal or replacement.
- 4.4 Each Party's Chief Negotiator may designate a person or persons to act in his or her place.
- 4.5 The Chief Negotiators shall be responsible for the conduct of the negotiations to complete the Final Agreement.
- 4.6 The size and composition of each Party's negotiations team shall be determined by its Chief Negotiator.

- 4.7 Individuals who are not members of negotiations teams may attend negotiating sessions with the approval of the Chief Negotiators.
- 4.8 The Chief Negotiators may set up working groups and define their tasks.
- 4.9 Working groups shall report to the Chief Negotiators as requested.
- 4.10 Unless otherwise agreed to by the Chief Negotiators, working group discussions are without prejudice to the Parties' respective positions at the main negotiations table.

5. Process to Conclude the Final Agreement

- 5.1 The Parties agree to negotiate in good faith in order to complete the Final Agreement.
- 5.2 The Parties will work co-operatively to clarify and respond to each Party's interests and positions, to identify barriers to reaching agreements, to develop options and to set criteria for evaluating those options.
- 5.3 Upon agreement of the Chief Negotiators, the Parties may work on more than one subject matter in any time period.
- 5.4 Subject to section 5.3, the Parties will negotiate the subject matters in the order agreed to by the Chief Negotiators, from time to time.
- 5.5 The Chief Negotiators shall develop a draft Final Agreement including the maintenance of a rolling draft.

6. Subject Matters for Negotiation

- 6.1 The Chief Negotiators shall address the following subject matters using the Agreement-in-Principle signed on April 16th, 2003 to assist in the negotiations of the Final Agreement:
- 6.1.1 government structures, internal constitutions, elections, leadership selection processes;
- 6.1.2 accountability and procedures of government bodies;
- 6.1.3 legal status and capacity of governing bodies;

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- 6.1.4 Inuvialuit citizenship; 6.1.5 Inuvialuit language and culture; 6.1.6 local government operations; 6.1.7 education K-12; 6.1.8 post secondary education; 6.1.9 early childhood education and out of school care; 6.1.10 training; 6.1.11 social services; 6.1.12 income support; 6.1.13 health services; 6.1.14 child and family services; 6.1.15 adoption; 6.1.16 marriage; 6.1.17 guardianship, trusteeship, wills and estates; 6.1.18 housing; 6.1.19 administration of justice and policing; 6.1.20 industrial relations, occupational safety and health, labour standards and
- 6.1.21 the issue of consistency of Inuvialuit laws and actions with the

international legal obligations of Canada;

employment equity;

- 6.1.22 the application of federal and territorial human rights legislation;
- 6.1.23 the use, management, control, administration and protection of Inuvialuit Settlement Lands;

- 6.1.24 the use, management, control and administration of rights and benefits of the Inuvialuit provided pursuant to the IFA;
- 6.1.25 Inuvialuit heritage resources;
- 6.1.26 the application of Inuvialuit laws in the Inuvialuit Settlement Region outside of the Western Arctic Region;
- 6.1.27 economic development;
- 6.1.28 tourism;
- 6.1.29 financial agreements and own source revenue;
- 6.1.30 taxation;
- 6.1.31 intergovernmental relations;
- 6.1.32 transition of municipal corporations;
- 6.1.33 procedures for the review and amendment of the Final Agreement;
- 6.1.34 procedures for the ratification of the Final Agreement;
- 6.1.35 constitutional protection and legal status of the Final Agreement;
- 6.1.36 dispute resolution;
- 6.1.37 implementation plans relating to the Final Agreement;
- 6.1.38 the preamble and schedules; and
- 6.1.39 any other matter that a Party may wish to address.

7. Public Information

7.1 The Parties agree to jointly or separately communicate, from time to time, to communities, individuals, organizations or groups having an interest in the outcome of the negotiations so that they may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations.

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7.2 The Parties may, from time to time, issue joint statements to the media on the progress of the negotiations.

8. Timetable

The Chief Negotiators shall endeavour to complete a draft Final Agreement within two (2) years of the signing of this Agreement.

9. Procedures for Meeting Sessions

- 9.1 The majority of negotiating sessions shall be held in the Inuvialuit communities.
- 9.2 Unless otherwise agreed to by the Chief Negotiators, agendas, time and location of a proposed negotiating session shall be determined at least two weeks in advance of the proposed session.
- 9.3 Unless otherwise agreed to by the Chief Negotiators, the negotiating sessions will not be formally chaired.

10. Funding for Negotiations

Funding by Canada to the Inuvialuit Regional Corporation for the negotiation of the Final Agreement shall be provided according to Canada's policy for funding of self-government negotiations.

11. Amendments

This Agreement may be amended in writing by agreement of the Chief Negotiators.

12. Interpretation

- 12.1 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations of any of the Parties.
- 12.2 Negotiations to be undertaken pursuant to this Agreement and any positions taken by any Party in these negotiations, including documents, discussions or correspondence are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.
- 12.3 With the exception of sections 12.1 and 12.2, nothing in this Agreement is to be interpreted as legally binding or enforceable.

SIGNED AT Louisk, Northwest Territories, the 18 day of Innight, 2007.
FOR THE INUVIALUIT
Lee Chair Ho
Nellie Cournoyea, CEO, Chair Witness
Inuvialuit Regional Corporation
FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Shulsh Murphy
The Honourable Jim Prentice, PC, QC, MP Witness
Minister of Indian Affairs and Northern Development
signed at Ottawa, Ontano, the 4th day of May, 200 f
FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES
The Honourable Joseph L. Handley Witness
Minister of Aboriginal Affairs and Intergovernmental Relations
Triangue of Aboriginal Analis and Intergovernmental Relations
Signed at Ottawa, Onlaw, the 29th day of Danuary, 2007
J. J. W. J.