

INTERIM MEASURES AGREEMENT

Between:

**THE SAYISI DENE FIRST NATION and
THE NORTHLANDS DENE FIRST NATION
("the MANITOBA 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 Crown entered into Treaty #10 with the ancestors of the Northlands Dene First Nation on August 19, 1907.
- The ancestors of the Sayisi Dene First Nation adhered to Treaty #5 on August 1, 1910.
- The Manitoba Denesuline have asserted treaty and aboriginal rights to lands north of the 60th parallel and, in particular, the lands identified in green on the map attached as Appendix I.
- Canada and the Manitoba Denesuline have entered into negotiations, pursuant to a Memorandum of Understanding signed on July 12, 1999, regarding land and harvesting rights of the Manitoba Denesuline in the MDSA to fully and finally settle the issues raised in the *Samuel/Thorassie* Litigation.

- The Manitoba Denesuline have asserted that the lands within the Manitoba Denesuline Settlement Area (MDSA) are of environmental, cultural, economic and spiritual importance to the Manitoba Denesuline and that the interests of the Manitoba Denesuline in these lands may be impacted by use of resources including the use of water and lands in the MDSA.
- 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

1.1 Definitions:

In this Agreement:

"Agreement" means this Interim Measures Agreement;

"Consult" or **"Consultation"** means

- (a) providing the Manitoba Dene
 - (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;

“Historic Connection” means a relationship or connection, based upon the Manitoba Denesuline history, culture or spiritual beliefs, with a site, structure or other place in the MDSA;

“Manitoba Denesuline Settlement Area (MDSA)” 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 Manitoba Denesuline, Canada and the GNWT.

Interpretation

- 1.2 This Agreement applies only to the MDSA.
- 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 Manitoba 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 MDSA pursuant to the *Territorial Lands Act*.
- 2.2 Canada will Consult the Manitoba 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 MDSA (the notation of reservations to surface federal Crown lands in the MDSA).
- 2.3 Canada will Consult the Manitoba Denesuline with respect to applications for the transfer of federal Crown lands in the MDSA 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.

Mineral Development

- 2.4 Canada will Consult the Manitoba Denesuline prior to issuing any new prospecting permits in the MDSA. The Manitoba 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*.
- 2.5 Canada will notify the Manitoba Denesuline, on a monthly basis, of all mineral claims recorded or received for recording in the MDSA, and of all sub-surface mineral leases granted in the MDSA pursuant to the *Canada Mining Regulations*.

Oil and Gas Activity

- 2.6 Canada will Consult the Manitoba Denesuline before initiating any new rights issuance cycle for oil and gas exploration licenses in the MDSA under the Canada Petroleum Resources Act.

NWT Protected Areas Strategy

- 2.7 The GNWT will Consult the Manitoba Denesuline with respect to any proposal for the establishment, in the MDSA, of a Protected Area pursuant to the NWT Protected Areas Strategy.

Tourism Establishments and Outfitter Operations

- 2.8 The GNWT will Consult the Manitoba 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 MDSA.

Territorial Parks

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

Geographic Place Names

- 2.10 The GNWT will Consult the Manitoba Denesuline with respect to changes to geographic place names, in the MDSA, proposed under the *Geographical and Community Names Policy 71.09*.

Other

- 2.11 The Parties may agree to discuss other matters.

PART 3: RESPONSE OF THE MANITOBA DENESULINE

3.1 Canada or the GWNT, as the case may be, shall Consult with the Manitoba Denesuline through:

Symbion Consultants
415 - 70 Arthur Street
Winnipeg, Manitoba
R3B 1G7

Tel: (204) 982-2941
Fax: (204) 982-2949.

Basis for Response

3.2 The Manitoba Denesuline agree that their comments in response to Consultation will be based upon the following grounds:

- a) Environmental issues;
- b) Cultural matters;
- a) Spiritual matters;
- b) Historic connection;
- c) Economic matters; and
- d) Interference with Harvesting rights.

Time for Response

3.3 The Manitoba Denesuline shall respond to Canada or the GNWT, as the case may be, within:

- a. the time frame set out in legislation, to issue permits, licenses 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 Manitoba 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 Manitoba Denesuline recognize that other Aboriginal groups have asserted Aboriginal rights over and within the MDSA. The GNWT and the Manitoba Denesuline further recognize that, where Consultation is required with the Manitoba 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

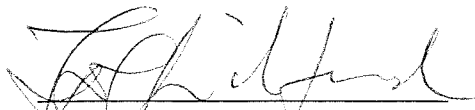
- 4.3 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations on the part of any of the Parties.
- 4.4 This Agreement does not constitute a binding contract among the Parties.
- 4.5 This Agreement is made without prejudice to any legal position taken by 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 Manitoba Denesuline on September 18, 2003.
- 4.7 This Agreement shall be reviewed by the Parties as the negotiations progress and may be amended to take into account the evolving need for interim measures, with the written consent of the Parties.

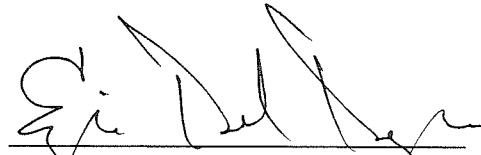
4.8 The terms of this Agreement continue until the date of the coming into force of settlement legislation or the termination of negotiations by any Party, whichever first occurs.

PART 5 SIGNATURES


Signed at Winnipeg, Manitoba this 5th day of August, 2004.

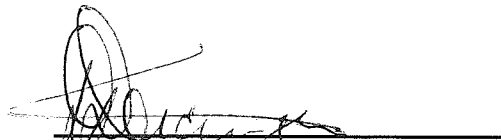
FOR CANADA


Chief Federal Negotiator
Nigel Wilford

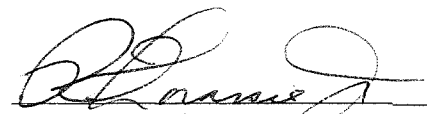

Witness

FOR GNWT


André Légaré
Negotiator

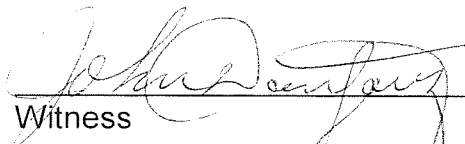

Witness

FOR THE MANITOBA DENESULINE


Chief Negotiator
Peter Thorassie
Sayisi Dene First Nation

- W's VPC
Witness


Chief Negotiator
Jerome Denechezie
Northlands Dene First Nation


Witness

