

This framework agreement (hereinafter referred to as the "Agreement") made on this 25 day of August, 2015.

AMONGST:

THE FIRST NATION OF NACHO NYAK DUN
(hereinafter referred to as "NND")
as represented by the CHIEF

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter referred to as "Canada") as represented by
the MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

AND:

GOVERNMENT OF THE NORTHWEST TERRITORIES
(hereinafter referred to as "GNWT") as represented by
the MINISTER OF ABORIGINAL AFFAIRS AND INTERGOVERNMENTAL RELATIONS

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS the First Nation of Nacho Nyak Dun Final and Self-Government Agreements were brought into legal effect on February 14, 1995;

AND WHEREAS Canada and NND committed under Chapter 25 of the First Nation of Nacho Nyak Dun Final Agreement to make best efforts to settle the transboundary aboriginal claims of Yukon First Nations in the Northwest Territories;

AND WHEREAS NND wishes to negotiate and conclude a land claims agreement with respect to its aboriginal claims in the Northwest Territories (hereinafter referred to as a "Transboundary Agreement") pursuant to its Final Agreement;

AND WHEREAS NND asserts that the area outlined in Appendix A of this Agreement has been their traditional territory since time immemorial;

AND WHEREAS the Parties acknowledge that the asserted NND traditional territory in the Northwest Territories falls within the settlement areas of the Gwich'in and the Sahtu Dene and Metis;

AND WHEREAS Canada and NND have secured the cooperation of the GNWT pursuant to section 25.1.2 of the First Nation of Nacho Nyak Dun Final Agreement;

AND WHEREAS the Parties are committed to negotiating a Transboundary Agreement fairly and expeditiously;

AND WHEREAS the Parties have duly authorized their representatives to enter into this Agreement.

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. PURPOSE**

- 1.1. The purpose of this Framework Agreement is to:
 - 1.1.1. provide a process which will promote efficient and effective negotiations; and
 - 1.1.2. identify the topics which may be included in the Transboundary Agreement.

2. NEGOTIATION PROCESS

- 2.1. The Parties will conduct their negotiations towards a Transboundary Agreement in accordance with this Agreement.
- 2.2. Following the signing of this Agreement, the Parties will work towards concluding the Transboundary Agreement, and a plan to implement the Transboundary Agreement, hereinafter referred to as the "Implementation Plan". The Transboundary Agreement shall set out how it will be approved, ratified and come into effect.
- 2.3. The Parties shall establish a main table consisting of the chief negotiator for each Party who shall be responsible for both the negotiation process and substantive discussions.
- 2.4. Each chief negotiator shall speak on behalf of the respective departments and agencies of his or her client.
- 2.5. A chief negotiator may designate another negotiator to act on his or her behalf, and may bring to the negotiation table such other technical support and resources, or persons with specialized knowledge, as he or she deems necessary.
- 2.6. The main table shall be responsible for:
 - 2.6.1. managing the negotiation process;
 - 2.6.2. concluding the Transboundary Agreement and the Implementation Plan;
 - 2.6.3. monitoring and coordinating the consultation, communications and openness of the processes;
 - 2.6.4. establishing working groups, side tables and other issue analysis processes as required;
 - 2.6.5. resolving differences; and
 - 2.6.6. such other matters as the Parties may agree.
- 2.7. The main table shall develop work plans to manage its activities.
- 2.8. The main table shall meet in accordance with the work plans.
- 2.9. The Parties intend that the Transboundary Agreement, once in effect, shall be a land

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claims agreement within the meaning of section 35 of the *Constitution Act, 1982*.

3. SUBJECT MATTERS TO BE CONSIDERED FOR INCLUSION IN THE TRANSBOUNDARY AGREEMENT

- 3.1.1 NND harvesting rights in the Northwest Territories to hunt, fish, trap and gather and any related commercial activities;
 - 3.1.2 NND site specific land selection in the Northwest Territories;
 - 3.1.3 NND use and protection of cultural and heritage resources in the Northwest Territories;
 - 3.1.4 NND access to lands for the purposes of exercising rights referred to in 3.1.1 to 3.1.3;
 - 3.1.5 NND participation in Northwest Territories resource management in a manner that respects the integrity of the *Mackenzie Valley Resource Management Act* and existing Northwest Territories renewable resource management regimes, and which does not require the creation of any new management regimes;
 - 3.1.6 NND authority to regulate or manage their rights and activities set out in the Transboundary Agreement;
 - 3.1.7 NND authority to manage and administer NND lands in the Northwest Territories;
 - 3.1.8 certainty;
 - 3.1.9 mechanisms for the approval, ratification and coming into effect of the Transboundary Agreement;
 - 3.1.10 mechanisms for amending the Transboundary Agreement; and
 - 3.1.11 other subjects as may be agreed to by the Parties.
- 3.2 This Agreement does not constitute a commitment by any Party to reach agreement on all or any of the subject matters listed in paragraph 3.

4. PROCEDURES CONCERNING MEETING ARRANGEMENTS

- 4.1. Meetings will generally be held on a monthly basis for durations to be determined by the Parties.
- 4.2. Each negotiation meeting will be chaired by a person appointed by the Parties.
- 4.3. At the end of each meeting, the Parties will determine the date, location, agenda and tabling of documents for the next meeting. Developments between meetings may require that dates, locations, agendas and the tabling of documents be changed.

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5. SCHEDULED TARGET DATES

- 5.1. a) After the Framework Agreement has been approved, the parties thereto will work towards completion of the Transboundary Agreement based on, and in the manner set out in, this Agreement. Given the limited subject matters included in a Transboundary Agreement, the Parties agree to eliminate the intermediary step of an Agreement-in-Principle.
- b) The Transboundary Agreement will set out processes for its approval and bringing it into effect.
- 5.2. Upon approval of this Agreement, the Parties thereto shall make best efforts to conclude the Transboundary Agreement within three years after the signing of this Agreement.
- 5.3. The Transboundary Agreement will be complete once it has been ratified by the Parties in the manner set out in the Transboundary Agreement.

6. INFORMATION SHARING

- 6.1. The Parties shall seek to create a common information base for use by all the Parties.
- 6.2. The common information base shall be assembled in a manner that promotes efficiency and affordability and that reflects the priorities as agreed to by the Parties.
- 6.3. When information that is not available is required, the Parties shall agree on how to obtain that information.

7. INFORMATION AND OPENNESS

- 7.1. The Parties recognize:
- 7.1.1. the need to obtain a balance between the development of trust among the Parties and the development of public confidence in the negotiations through continued education and the flow of information; and
- 7.1.2. the need to have an open process subject to the need for confidentiality.
- 7.2. The Parties agree that the public, including individuals, groups or organizations having a particular interest in the outcome of the negotiations should be knowledgeable and well-informed regarding the general status, aims, objectives and progress of the negotiations.
- 7.3. The Parties recognize the importance of keeping interested bodies well informed throughout the negotiation of the Transboundary Agreement. Therefore, the Parties share an interest in informing, amongst other bodies, the Gwich'in Tribal Council, Gwich'in Land Use Planning Board, Gwich'in Land and Water Board, Gwich'in Renewable Resources Board, Sahtu Secretariat Incorporated, Sahtu Land and Water Board, Sahtu Land Use Planning Board, Sahtu Renewable Resources Board, and the Mackenzie Valley Environmental Impact and Review Board.



- 7.4. The Parties may engage in a joint process of public information and, to this end, may attend meetings with such selected individuals, organizations or groups as they may agree.
- 7.5. Subject to Paragraphs 10.2 and 10.3 the Parties may, separately, carry out such public information and communication initiatives as they see fit, including initiatives to obtain a broad range of input and consensus, and to communicate with the public on the course of negotiations and on matters of interest which arise during the negotiations.
- 7.6. The Parties acknowledge:
- a) that, from time to time prior to the signing of the Transboundary Agreement, Canada or the GNWT may have a duty to consult an aboriginal group other than the Nacho Nyak Dun which has or may have rights protected by section 35 of the *Constitution Act, 1982* that may be potentially adversely affected by the Transboundary Agreement; and
 - b) that, in order to ensure any such duty to consult is fulfilled, Canada or the GNWT may disclose to the other aboriginal group confidential information relating to the negotiations, including this Agreement or draft Transboundary Agreement.

8. FUNDING FOR NEGOTIATIONS

- 8.1. Canada shall provide resources to NND for the negotiations leading to the Transboundary Agreement in accordance with applicable funding policies of Canada. The funding shall accommodate the preparation and negotiation requirements of NND, so that NND can effectively conduct the negotiations. It is expected that the NND chief negotiator will be supported by staff, caucus and advisors as required.
- 8.2. Canada and NND shall determine the level of funding on an annual basis, subject to yearly appropriations by the Parliament of Canada and subject to federal policies as they may exist from time to time.

9. IMPLEMENTATION

- 9.1. The Parties agree that there shall be an Implementation Plan developed by the Parties for the Transboundary Agreement.
- 9.2. The Parties acknowledge the importance of commencing Implementation Plan negotiations during negotiation of the Transboundary Agreement.
- 9.3. The Parties shall address the timing, scope and priorities of Implementation Plan negotiations during the negotiation of the Transboundary Agreement.

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10. STATUS AND INTERPRETATION OF THIS AGREEMENT

- 10.1. Except for Paragraphs 10.1 to 10.7 and 10.13, this Agreement is not legally binding and is intended as an expression of goodwill and as a political commitment to enter into negotiations. Paragraphs 10.1 to 10.7 and 10.13 are legally binding.
- 10.2. The Parties claim settlement privilege with respect to the negotiations that are conducted pursuant to this Agreement. All negotiations conducted pursuant to this Agreement shall be confidential and without prejudice, unless otherwise agreed by the Parties. Without limiting the foregoing, no Party will attempt to use this Agreement or any aspect of the negotiations including records, drafts, information or communications that disclose the content of the negotiations or proposals or positions of the Parties, as evidence in any court of law or in any administrative, adjudicative or regulatory tribunal or board.
- 10.3. The Parties acknowledge that the public should be well informed regarding the general status, objectives and progress of the negotiations, but that the specific content of negotiations, including Parties' views, positions and proposals shall not be disclosed except as may be required by law, but nothing in this Paragraph shall limit the Parties' ability to conduct internal discussions with their principals and with others that may be required to formulate positions or react to the positions of other Parties.
- 10.4. The disclosure of information, confidential or otherwise, to anyone not a Party to this Agreement shall not constitute a waiver of Paragraph 10.2.
- 10.5. In the event that Canada receives a request or demand under access to information legislation which is relevant to Paragraphs 10.2 or 10.3, Canada:
- 10.5.1. shall give notice to the other Parties of such request or demand;
- 10.5.2. shall bring Paragraphs 10.2 and 10.3 to the attention of the decision-maker under the access to information legislation; and
- 10.5.3. shall advise the decision maker of the rationale for seeking protection of such information.
- 10.6. In the event that the GNWT receives a request or demand under the access to information legislation respecting a record, in the control and custody of a public body, relevant to the types of information contemplated in paragraph 10.2 or 10.3, the GNWT shall:
- 10.6.1. give notice to the other Parties of such a request or demand;
- 10.6.2. bring, in particular, s. 16 of the *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c. 20, as may be amended, and Paragraphs 10.2 and 10.3 of this Agreement to the attention of the decision-maker; and
- 10.6.3. advise the decision maker of the rationale for seeking protection of such information.
- 10.7. This Agreement shall not be interpreted so as to affect or derogate from the aboriginal, treaty or other rights of NND or any other aboriginal people nor, for greater certainty, rights in relation to consultation and accommodation.
- 10.8. In this Agreement a reference to a statute or a regulation includes every amendment to it, every regulation made under that statute, any law enacted in substitution for it or in replacement of it.

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- 10.9. This Agreement may be amended by the Parties in writing.
- 10.10. Any Party may suspend the negotiations contemplated by this Agreement by providing written notice to the other Parties setting out the reasons for suspension and the date that the suspension commences.
- 10.11. This Agreement may be terminated by any Party on 90 days written notice to the other Parties setting out the reasons for the termination.
- 10.12. This Agreement shall remain in effect until the date the Transboundary Agreement comes into effect or termination pursuant to 10.11, whichever first occurs.
- 10.13. The provisions of 10.1 to 10.7 shall survive the termination of this Agreement.

11. NOTICES

- 11.1 Any notice or other communication required or permitted to be given in this Agreement shall be in writing and shall be considered to be sufficiently given if personally delivered, mailed or sent by facsimile addressed to the Party to whom the notice is given, as follows:

in the case of the First Nation of Nacho Nyak Dun:

Deputy Chief
First Nation of Nacho Nyak Dun
P.O. 220
Mayo, Yukon Y0B 1M0
Fax: 867-996-2107

in the case of Canada:

Deputy Minister
Aboriginal Affairs and Northern Development Canada
10 Wellington Street
Gatineau, Quebec
K1A 0H4
Fax: 819-953-2251

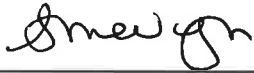
in the case of the Government of the Northwest Territories:

Deputy Minister
Department of Aboriginal Affairs and Intergovernmental Relations
P.O 1320
Yellowknife, NT
X1A 2L9
Fax: 867-873-0233

or to such other address of a Party as that Party may advise from time to time.

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Signed on behalf of the First Nation of Nacho Nyak Dun:



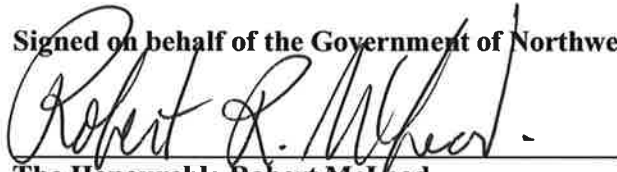
Chief Simon Mervyn

Signed on behalf of Her Majesty the Queen in Right of Canada:



The Honourable Bernard Valcourt
Minister of Indian Affairs and Northern Development

Signed on behalf of the Government of Northwest Territories:



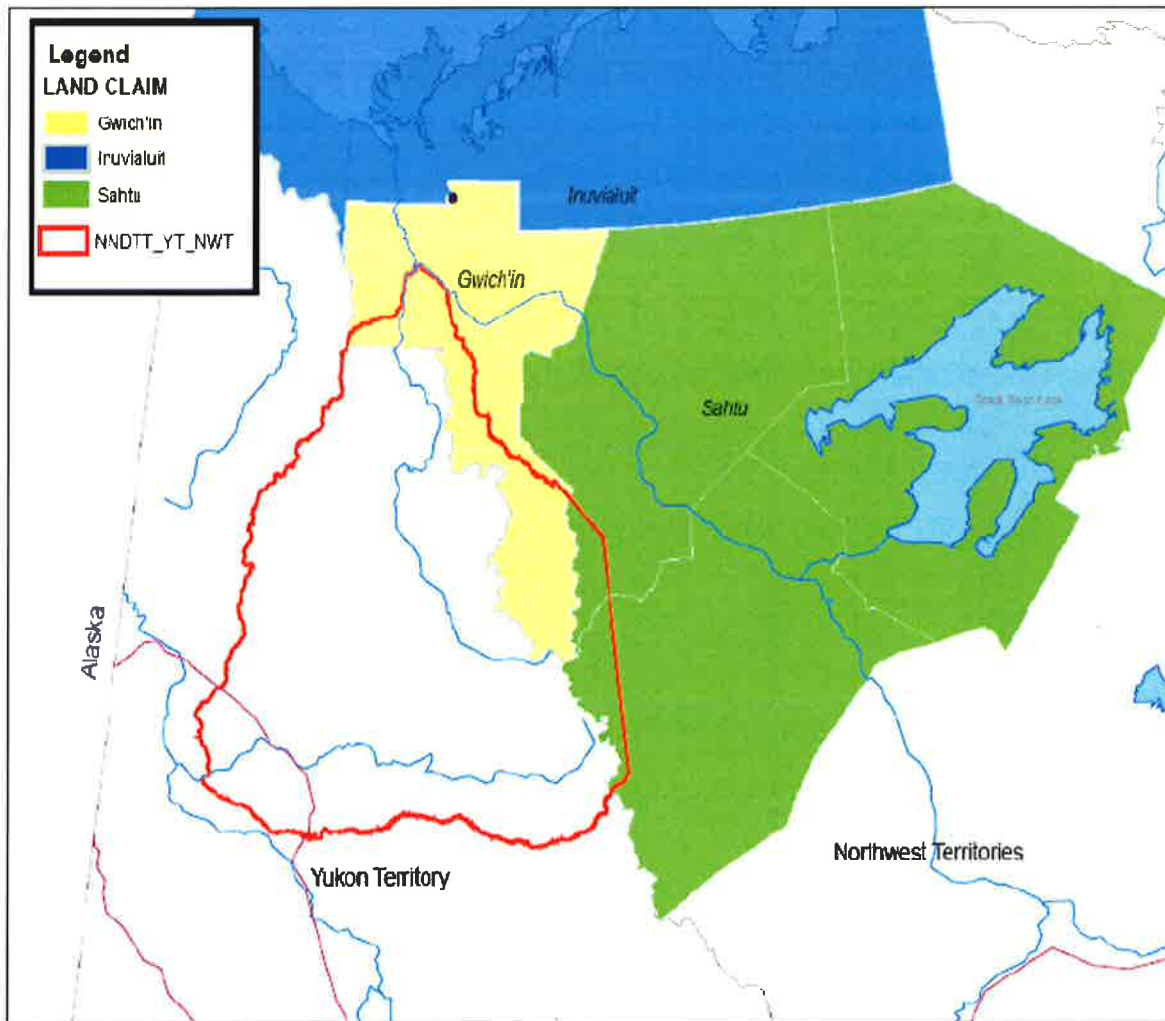
The Honourable Robert McLeod
Minister of Aboriginal Affairs and Intergovernmental Relations



APPENDIX A

The map referred to in 2.9.1.1 which is set out as map “First Nation of Nacho Nyak Dun Traditional Territory, (NNDTT)” in Appendix B – Maps, to the First Nation of Nacho Nyak Dun Final Agreement, reproduced for illustrative purposes below.

The map below identifies the Nacho Nyak Dun First Nation’s asserted territory in the NWT.



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