
NORMAN WELLS LAND CORPORATION
Self-Government Framework Agreement ("FWA")

THE NORMAN WELLS LAND CORPORATION
on behalf of its Sahtu Métis and Dene Participants
(hereinafter referred to as "NWLC")
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 of Aboriginal Affairs and
Intergovernmental Relations
(hereinafter referred to as the "GNWT")

(hereinafter collectively referred to as the "Parties")

WHEREAS Chapter 5 and Appendix B of the Sahtu Dene and Métis Comprehensive Land Claim Agreement ("the SDMCLCA"), attached Annex A to this FWA, provides for the negotiation of self-government agreements, and in particular:

5.1.1 of Chapter 5 of the SDMCLCA states that:

5.1.1 Government shall enter into negotiations with the Sahtu Dene and Métis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Métis and in conformity with the Constitution of Canada;

and, 1.1 of Appendix B of the SDMCLCA states that:

1.1 Government shall enter into negotiations with the Sahtu Dene and Métis pursuant to this agreement with a view to concluding self-government agreements which enable the Sahtu Dene and Métis to govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Métis;

AND WHEREAS 3.1.14 (a) of the SDMCLCA states that:

3.1.14 Nothing in this agreement shall be construed to affect:

- (a) *any aboriginal or treaty right to self-government which the Sahtu Dene or Métis may have;*

AND WHEREAS the NWLC made a written request to Canada and sent a copy of the request to the GNWT indicating their desire to negotiate and conclude a self-government agreement pursuant to Chapter 5 and section 5.1 of Appendix B of the SDMCLCA;

AND 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 the Parties intend to negotiate expeditiously to complete a self-government agreement (hereinafter referred to as the “Final Agreement”);

AND WHEREAS it is the intention of the NWLC to create a government called the “Norman Wells Métis Government” (“NWMG”), on implementation of the Final Agreement;

AND WHEREAS the Parties are concluding this Self-Government Negotiations FWA to govern the conduct of their negotiations;

AND WHEREAS NWLC desires the “NWMG” to be within the framework of public government.

NOW THEREFORE the Parties agree as follows:

1 OBJECTIVE OF NEGOTIATIONS

- 1.1 The objective of the negotiations is to complete a Final Agreement that meets the obligation to negotiate self-government as per the SDMCLCA, meets the objectives referred to in Appendix B of the SDMCLCA and implements the inherent right of self-government for the Sahtu Métis and Dene of Norman Wells.

2 PURPOSE OF THIS AGREEMENT

- 2.1 The purpose of this FWA is to facilitate effective, timely and orderly negotiations towards an Agreement-in-Principle (“AIP”) and a Final Agreement based on the AIP.

2.2 This FWA:

- (a) sets out an approach to, and process for negotiations;
- (b) identifies the scope of negotiations;
- (c) establishes an agenda and timetable for negotiations; and
- (d) is the agreement referred to in 5.2 of Appendix B of the SDMCLCA.

3 PARTIES

3.1 The Parties to the AIP and the Final Agreement will be NWLC, 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 The Chief Negotiator of each Party 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 AIP and the Final Agreement.

4.6 The size and composition of the negotiation team of each Party shall be determined by its Chief Negotiator.

4.7 Individuals who are not members of a negotiation team may participate in negotiating sessions with prior notice to and with the approval of the Chief Negotiator.

4.8 The Parties shall agree to the establishment of a Joint Financial and Implementation Working Group (JFIWG). The JFIWG shall perform such tasks as are jointly assigned by the Chief Negotiators.

4.9 In addition to the JFIWG, the Chief Negotiators may set up working groups and define the tasks of those working groups through agreed Terms of Reference.

4.10 Working groups shall report to the main table as requested.

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- 4.11 Unless otherwise agreed to by the Chief Negotiators, working group discussions are without prejudice to the positions of the respective Parties at the main negotiations table.
- 4.12 The Parties may establish processes, procedures and protocols for conducting the negotiations not otherwise addressed in this FWA.

5.0 PROCESS TO CONCLUDE AN AIP AND FINAL AGREEMENT

- 5.1 The Parties agree to negotiate in good faith and to use their best efforts to reach timely agreement on chapters that together will form an AIP.
- 5.2 The Parties will work co-operatively to clarify and respond to the interests and positions of each Party.
- 5.3 Upon agreement of the Chief Negotiators, the Parties may work on more than one chapter in any time period.
- 5.4 Subject to 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 AIP will be completed once it, after having been initialed by the Chief Negotiators, is approved by the Parties in the manner set out therein and signed on behalf of the Parties by their authorized representatives.
- 5.6 After completion of the AIP the Parties shall negotiate in good faith and use their best efforts to work towards completion of the Final Agreement based on the AIP.
- 5.7 The English and French versions of the AIP and Final Agreement shall be the authoritative versions of the AIP and the Final Agreement.

6 SUBJECT MATTERS FOR NEGOTIATION

- 6.1 Negotiations shall address, and the Final Agreement may include, the matters set out in this section, matters relating to the governance and financial affairs of the NWMG, and matters reasonably ancillary thereto, consistent with the Objectives and Principles set out in Appendix "B" of the SDMCLCA:
- a) the development of a Constitution for the NWMG including:
 - i. elections;
 - ii. statement of the NWMG values and principles;

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- iii. definition of NWMG Citizens;
 - iv. framework and structure of the NWMG;
 - v. framework for the exercise of power and law making;

- b) elections;
- c) selection of leadership;
- d) Own Source Revenues of the NWMG;
- e) culture, heritage and language;
- f) district government;
- g) housing;
- h) dispute resolution mechanisms;
- i) use, management, administration, control and protection of settlement lands; ‘
- j) raising of revenue for local purposes, including taxation and fines;
- k) education and training;
- l) social services;
- m) health services;
- n) roads and traffic;
- o) local government infrastructure, including programs and services;
- p) economic development;
- q) tourism;
- r) child welfare, guardianship and customary adoption;
- s) wills and estates;
- t) administration of justice;
- u) implementation plans and financial arrangements relating to self-government agreements;
- v) procedures for the amendment of the Final Agreement;
- w) transition from existing government institutions to future NWMG institutions;
- x) liquor;
- y) gaming and gambling;
- z) matters relating to labour;
- aa) marriage and matrimonial property;
- bb) matters relating to policing;
- cc) constitutional protection for the Final Agreement under section 35 of the *Constitution Act, 1982*;
- dd) approval of the AIP and the ratification of the Final Agreement; and
- ee) other matters relating to the foregoing, or as may be otherwise agreed.

6.2 The Parties agree to examine, where appropriate, practical approaches to some of the matters set out in 6.1 that could involve the local municipality.

7 TIMETABLE

- 7.1 The Parties shall make best efforts to complete an AIP within four (4) years of the signing of this FWA.

8 PROCEDURES FOR MEETING SESSIONS

- 8.1 The majority of negotiating sessions shall be held in the Northwest Territories.
- 8.2 Notwithstanding 4.7, beneficiaries of NWLC may observe all negotiation meetings.
- 8.3 Notwithstanding 8.2, a negotiation meeting may be held in camera with the agreement of each Chief Negotiator.

9 PUBLIC INFORMATION

- 9.1 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, the Parties agree that:
- (a) from time to time, the Parties may jointly attend meetings with such individuals, organizations or groups as they may agree will assist in the process of consensus building, and without restricting the generality of the foregoing, the Parties will jointly hold public information sessions in the Tulita District prior to completion of the AIP;
 - (b) any of the Parties may, separately, carry out such additional information and education initiatives as they see fit, including initiatives to obtain a broad range of input; and
 - (c) notwithstanding 9.1(a) and 9.1(b), the Chief Negotiators agree that the details of positions and documents exchanged or developed by the Parties shall be confidential. Disclosure of such details of positions and documents exchanged or developed by the Parties may be made by consent of the Chief Negotiators or as required by law.
- 9.2 The Parties may issue joint statements to the media on the progress of the negotiations from time to time.

9.3 Subject to 9.1(c), the Parties may separately provide information to the media with respect to negotiations.

10 FUNDING FOR NEGOTIATIONS

10.1 Funding of NWLC by Canada for the negotiation of the AIP and the Final Agreement shall be according to Canada's policy for self-government negotiations.

10.2 In the event circumstances arise out of the self-government negotiations that raise issues that must be resolved but are not funded under Canada's policy for self-government negotiations, this FWA will not prejudice new funding applications to address such issues.

11 AMENDMENTS

11.1 The Parties may agree, in writing, to amend this FWA.

12 INTERPRETATION

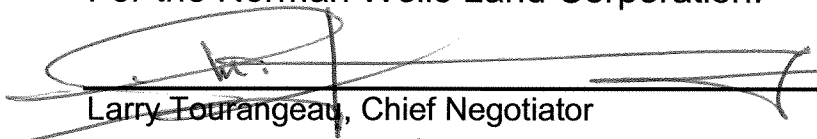
12.1 Nothing in this FWA is to be interpreted as creating, recognizing or denying rights or obligations of any of the Parties.

12.2 Negotiations to be undertaken pursuant to the FWA and any positions taken by any Party in these negotiations are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

13 EFFECTIVE DATE

13.1 The FWA comes into effect on the date of the last signature.

For the Norman Wells Land Corporation:


Larry Tourangeau, Chief Negotiator

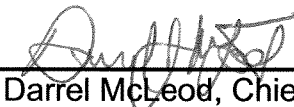
Signed on 13 June, 07 in Norman Wells.

For the Government of the Northwest Territories:


André Légaré, Chief Negotiator

Signed on June 13, 2007 in NORMAN WELLS

For the Government of Canada:


Darrel McLeod, Chief Negotiator

Signed on June 13/07 in Norman Wells, NWT