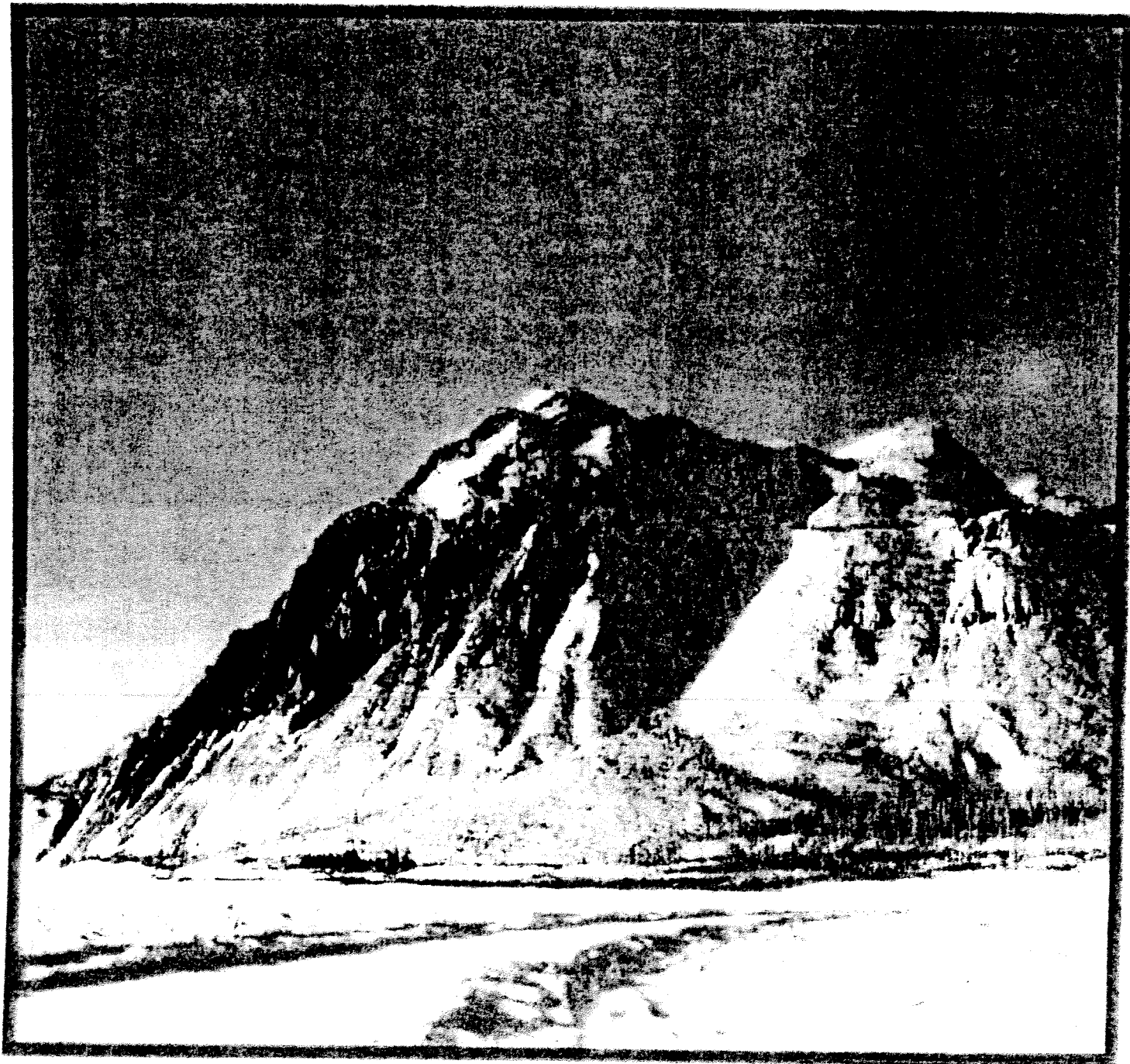
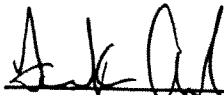


**TULITA YAMORIA**  
**COMMUNITY SECRETARIAT**  
**SELF-GOVERNMENT FRAMEWORK AGREEMENT**

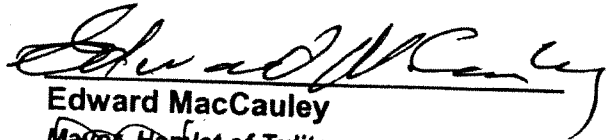


**For the Sahtu Dene and Métis of Tulita**

Signed in Tulita, Northwest Territories, this \_\_\_\_ day of March, 2005:



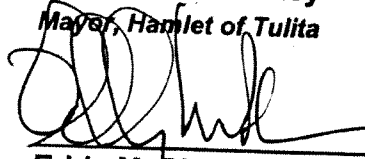
**Frank Andrew**  
*Chief, Tulita Dene Band*



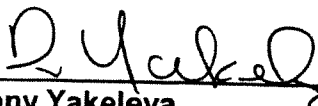
**Edward MacCauley**  
*Mayer, Hamlet of Tulita*



**Gordon Yakeleya**  
*President, Tulita Lands and Financial Corporation*



**Eddy McPherson Jr.**  
*President, Fort Norman Metis Lands and Financial Corporation*



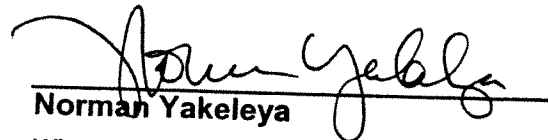
**Danny Yakeleya**  
*Chairman, Tulita Yamoria Community Secretariat*

**For the Government of the Northwest Territories**

Signed in Tulita, Northwest Territories, this \_\_\_\_ day of March, 2005:



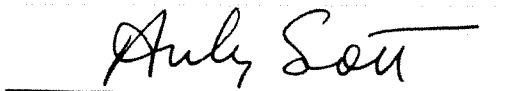
**Joseph Handley**  
*Minister of Aboriginal Affairs*



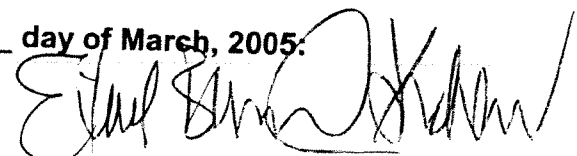
**Norman Yakeleya**  
*Witness*

**For the Government of Canada**

Signed in Tulita, Northwest Territories, this \_\_\_\_ day of March, 2005:



**Andy Scott**  
*Minister of Indian Affairs and Northern Development*




**Ethel Blondin-Andrew**  
*Minister of State Northern Development*

SIGNED IN Tulita, in the Northwest Territories, this 20<sup>th</sup> day of September, 2004

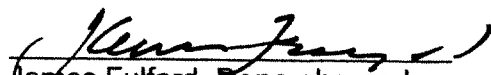
For the Sahtu Dene and Métis of Tulita

Initialed in Tulita, Northwest Territories, this \_\_\_\_ day of September, 2004

  
Ernie Lennie, Dene gha gode  
(Chief Negotiator)


For the Government of the Northwest Territories

Initialed in Tulita, Northwest Territories, this \_\_\_\_ day of September, 2004




  
James Fulford, Dene gha gode  
(Chief Negotiator)

For the Government of Canada

Initialed in Tulita, Northwest Territories, this \_\_\_\_ day of September, 2004

  
Kevan Flood, Dene gha gode  
(Senior Negotiator)

WITNESSES

**TULITA SELF-GOVERNMENT NEGOTIATIONS  
FRAMEWORK AGREEMENT ("FWA")**

AMONGST:

**THE SAHTU DENE AND MÉTIS OF TULITA**  
as represented by the **TULITA YAMORIA COMMUNITY SECRETARIAT**  
(hereinafter referred to as "**Tulita**")

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 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 FWA 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;

September 20, 2004

Ernie Lennie,  
Dene gha gode, 

James Fulford,  
Dene gha gode, 

Kevan Flood,  
Dene gha gode,  1

**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 Tulita Land and Financial Corporation and the Fort Norman Métis Land Corporation have 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** the Tulita Yamoria Community Secretariat is a society incorporated under the *Societies Act* of the Northwest Territories;

**AND WHEREAS** the Tulita Dene Band, the Tulita Land and Financial Corporation, the Fort Norman Métis Land Corporation and the Fort Norman Métis Local 60 have empowered the Tulita Yamoria Community Secretariat to negotiate a self-government agreement on behalf of the Sahtu Dene and Métis of Tulita pursuant to Chapter 5 and 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 Sahtu Dene and Métis of Tulita want to negotiate a self-government agreement that builds on the relationship established through Treaty No. 11, entered into in 1921;

**AND WHEREAS** the ancestors of the Sahtu Dene and Métis of Tulita have recognized and followed the values and principles of Yamoria from time immemorial as symbolized by the "Tsa' ve' Keto'ritse' (beaver skins) on "P'eteni?a" (Bear Rock), the "K'i Nake" (two arrows) in the "Tulita" (where the waters join together) and "Dek'oni" (the smoke);

**AND WHEREAS** the Parties intend to negotiate expeditiously to complete a self-government agreement (hereinafter referred to as the "Final Agreement" "FA");

**AND WHEREAS** it is the intention of the Sahtu Dene and Métis of Tulita to create a government called the "Tulita Yamoria Government" ("TYG") on implementation of the Final Agreement;

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

**AND WHEREAS** Tulita desires the TYG to be within the framework of public government.

September 20, 2004

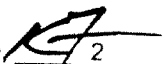
Ernie Lennie,  
Dene gha gode.



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode.



**NOW THEREFORE** the Parties agree as follows:

**1 OBJECTIVE OF NEGOTIATIONS**

- 1.1 The objective of the negotiations is to complete a FA 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 Dene and Métis of Tulita.

**2 PURPOSE OF THIS AGREEMENT**

- 2.1 The purpose of this agreement is to facilitate effective, timely and orderly negotiations towards an Agreement-in-Principle ("AIP") and a FA based on the AIP.
- 2.2 This agreement:
- (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 FA will be Tulita, Canada and the GNWT.

**4 NEGOTIATION TEAMS**

- 4.1 Each Party will be represented at the main negotiations table by its Negotiator ("dene gha gode").
- 4.2 Each Party shall provide to the other Parties written notice of the appointment of its dene gha gode.
- 4.3 Where a Party removes or replaces its dene gha gode, it shall forthwith provide to the other Parties written notice of such removal or replacement.

September 20, 2004

Ernie Lennie,  
Dene gha gode



James Fulford,  
Dene gha gode



Kevan Flood,  
Dene gha gode

 3

- 4.4 The dene gha gode of each Party may designate a person or persons to act in his or her place.
- 4.5 The Negotiators ("dene gha godeke") shall be responsible for the conduct of the negotiations to complete the AIP and the FA.
- 4.6 The size and composition of the negotiation team of each Party shall be determined by its dene gha gode.
- 4.7 Individuals who are not members of a negotiation team may participate in negotiating sessions with prior notice to and the approval of the dene gha godeke.
- 4.8 Upon signing of this agreement the Parties 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 dene gha godeke.
- 4.9 In addition to the JFIWG, the dene gha godeke 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 dene gha godeke as requested.
- 4.11 Unless otherwise agreed to by the dene gha godeke, working group discussions are without prejudice to the positions of the respective Parties at the main negotiations table.
- 4.12 The Parties may negotiate a dene gha godeke Protocol Agreement which will establish processes, procedures and protocols for conducting the negotiations not otherwise addressed in this agreement.

## 5 PROCESS TO CONCLUDE AN AIP AND FA

- 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 dene gha godeke, 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 dene gha godeke from time to time.

September 20, 2004

Ernie Lennie,  
Dene gha gode,



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode,

 4



- 5.5 The AIP will be completed once it, after having been initialed by the dene gha godeke, 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 FA based on the AIP.
- 5.7 Canada will provide sufficient funding to have the agreement-in principle and the FA translated in written form in the Tulita Dene dialect and such translation will be by persons approved by Tulita as qualified to translate such agreements.
- 5.8 The English and French versions of the AIP and FA shall be the authoritative versions of the AIP and the FA.

## **6 SUBJECT MATTERS FOR NEGOTIATION**

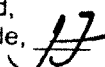
- 6.1 Negotiations shall address, and the FA may include, the matters set out in this section, matters relating to the governance and financial affairs of the TYG, and matters reasonably ancillary thereto, consistent with the Objectives and Principles set out in Appendix "B" of the SDMCLCA:
- (a) the development of a constitution for the TYG including:
    - (i) statement of the TYG values and principles;
    - (ii) definition of TYG Citizens;
    - (iii) framework and structure of the TYG;
    - (iv) framework for the exercise of power and law making;
  - (b) elections;
  - (c) selection of leadership;
  - (d) Own Source Revenues of the TYG;
  - (e) Sahtu Dene and Métis of Tulita culture, heritage and language;
  - (f) district government;
  - (g) housing;

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Ernie Lennie,  
Dene gha gode,



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode,



- (h) use, management, administration, control and protection of settlement lands;
- (i) raising of revenue for local purposes, including taxation and fines;
- (j) education and training;
- (k) social services;
- (l) health services;
- (m) roads and traffic;
- (n) local government infrastructure, including programs and services;
- (o) economic development;
- (p) tourism;
- (q) child welfare, guardianship and customary adoption;
- (r) wills and estates;
- (s) administration of justice;
- (t) implementation plans and financial arrangements relating to self-government agreements;
- (u) procedures for the amendment of the FA;
- (v) transition from existing government institutions to future TYG institutions;
- (w) liquor;
- (x) gaming;
- (y) matters relating to labour;
- (z) marriage;
- (aa) matters relating to policing;
- (bb) constitutional protection for the FA under section 35 of the *Constitution Act*, 1982;

September 20, 2004

Ernie Lennie,  
Dene gha gode,



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode,



- (cc) dispute resolution mechanisms;
- (dd) approval of the AIP and the ratification of the FA; and
- (ee) matters relating to the foregoing, or as may be otherwise agreed.

## **7 TIMETABLE**

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

## **8 PROCEDURES FOR MEETING SESSIONS**

- 8.1 The majority of negotiating sessions shall be held in the Tulita District.
- 8.2 Notwithstanding 4.7, residents of the Tulita District may observe all negotiation meetings and simultaneous translation may be provided by Tulita.
- 8.3 Notwithstanding 8.2, a negotiation meeting may be held in private with the agreement of the dene gha godeke.

## **9 PUBLIC INFORMATION**

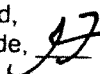
- 9.1 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, the Parties agree that:
- (a) from time to time, the Parties may jointly 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

September 20, 2004

Ernie Lennie,  
Dene gha gode,



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode,



- (c) notwithstanding 9.1(a) and 9.1(b), the dene gha godeke 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 dene gha godeke 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 Tulita by Canada for the negotiation of the AIP and the FA 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 agreement will not prejudice new funding applications to address such issues.

## 11 AMENDMENTS

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

## 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 are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

September 20, 2004

Ernie Lennie,  
Dene gha gode,



James Fulford,  
Dene gha gode,



Kevan Flood,  
Dene gha gode,



## 5

## SELF-GOVERNMENT

- 5.1.1 Government shall enter into negotiations with the Sahtu Dene and Metis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Metis and in conformity with the Constitution of Canada.
- 5.1.2 A framework agreement which states the principles, process and agenda items for negotiation pursuant to 5.1.1 is set out in appendix B.
- 5.1.3 Government shall recommend to Parliament or the Legislative Assembly of the Northwest Territories, as the case may be, legislation separate from settlement legislation to bring into effect self-government agreements resulting from negotiations pursuant to 5.1.1.
- 5.1.4 The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or this agreement. Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any self-government agreement, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict. The parties may agree to amend either the self-government agreement, the settlement legislation or this agreement in order to resolve any inconsistency or conflict.
- 5.1.5 Self-government agreements shall not affect the rights of the Sahtu Dene and Metis as Canadian citizens or their entitlement to all the rights and benefits of other citizens applicable to them from time to time.
- 5.1.6 Subject to 3.1.14, self-government rights provided for in self-government agreements and any legislation enacted to implement such agreements shall not be construed, on the basis of this agreement, to be aboriginal or treaty rights within the meaning of section 35 of the *Constitution Act, 1982*.
- 5.1.7 Nothing in this agreement shall preclude the Sahtu Dene and Metis from acquiring constitutional protection for self-government or for self-government agreements negotiated pursuant to this chapter as may be provided in future constitutional amendments or otherwise.
- 5.1.8 This agreement shall not be interpreted to preclude the possibility that Sahtu institutions may acquire additional powers and authority through a process of transfer of further powers and authorities from government.
- 5.1.9 The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, and the relationship between government and Sahtu institutions and to accommodate self-government within the framework of public government.
- 5.1.10 Self-government negotiations will address the desire of the Sahtu Dene and Metis to have self-government exercised as close to the community level as is reasonably possible.
- 5.1.11 Funding for self-government negotiations shall be according to government policy for self-government negotiations.
- 5.1.12 Government and the Sahtu Dene and Metis agree that the development of a future constitution for the Northwest Territories is a priority. Government shall give the Sahtu Tribal Council the opportunity to participate in any constitutional conference or similar process for reform of the constitution of the Northwest Territories.

APPENDIX B

SELF-GOVERNMENT FRAMEWORK AGREEMENT

- WHEREAS the ancestors of the Dene and Metis of the Sahtu region have traditionally used and occupied lands in the Northwest Territories from time immemorial;
- WHEREAS nothing in the agreement is to be construed to affect any aboriginal or treaty right to self-government which the Sahtu Dene and Metis may have;
- AND WHEREAS the agreement provides for the negotiation of self-government agreements between the Sahtu Dene and Metis and government;

NOW THEREFORE IT IS AGREED:

1 OBJECTIVES

- 1.1 Government shall enter into negotiations with the Sahtu Dene and Metis pursuant to this framework agreement with a view to concluding self-government agreements which enable the Sahtu Dene and Metis to govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Metis.
- 1.2 Self-government agreements shall be in conformity with the Constitution of Canada.
- 1.3 The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, the relationship between government and Sahtu Dene and Metis institutions and to accommodate Sahtu Dene and Metis self-government within the framework of public government.
- 1.4 The objective of this framework agreement is to set out the principles, process and matters for negotiation in self-government negotiations conducted between government and the Sahtu Dene and Metis, in accordance with the provisions of chapter 5 of the agreement.

2 DEFINITIONS

- 2.1 In this framework agreement, all terms not defined below shall be as defined in the agreement. Terms herein shall have the following meanings:

"agreement" means the Sahtu Dene and Metis comprehensive land claim agreement;

"Sahtu Dene and Metis First Nation Government" means a governing body for Sahtu Dene and Metis in any of Colville Lake, Déline, Fort Good Hope, Fort Norman or Norman Wells with powers and responsibilities as set out in self-government agreements; and

"self-government agreement" means an agreement on self-government negotiated pursuant to this framework agreement.

### 3 PRINCIPLES

#### 3.1 Sahtu Dene and Metis self-government may comprise:

- (a) Sahtu Dene and Metis First Nation Governments with powers and responsibilities, including the necessary legislative powers, in specified areas of jurisdiction;
- (b) the Sahtu Tribal Council or its successor with such powers and responsibilities as may be agreed upon by Sahtu Dene and Metis; and
- (c) Sahtu Dene and Metis participation in public government pursuant to self-government agreements.

#### 3.2 Self-government agreements:

- (a) shall set out the powers and responsibilities of Sahtu Dene and Metis First Nation Governments;
- (b) may set out the powers and responsibilities of the Sahtu Tribal Council or its successor; and
- (c) may provide for Sahtu Dene and Metis participation in public government institutions and may set out appropriate powers and responsibilities of such institutions in the settlement area.

#### 3.3 Self-government agreements may provide for the devolution or delegation of programs and services to:

- (a) Sahtu Dene and Metis First Nation Governments;
- (b) the Sahtu Tribal Council or its successor; and
- (c) those public government institutions in the settlement area provided for in 3.2(c).

#### 3.4 Self-government agreements may provide for Sahtu Dene and Metis First Nation Governments or the Sahtu Tribal Council or its successor to exercise powers of a designated Sahtu organization in accordance with the agreement.

#### 3.5 Self-government agreements shall take into account the availability of government financial resources.

- (b) Financial arrangements for self-government agreements shall address the need for flexibility, predictability and long-term planning.
- (c) Self-government agreements shall take into account the effective and efficient use of financial resources.

#### 3.6 Government shall consult with the Sahtu Tribal Council before recommending to Parliament or the Legislative Assembly of the Northwest Territories as the case may be, legislation to enact or amend legislation providing for Sahtu Dene and Metis self-government.

#### 3.7 The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or the agreement as set out in 5.1.4 of chapter 5.

## 4 MATTERS FOR NEGOTIATION

4.1 Self-government negotiations shall address, and self-government agreements may include, the following matters in a manner not inconsistent with the agreement as set out in 5.1.4 of chapter 5:

- (a) the development of constitutions for Sahtu Dene and Metis First Nation Governments and the Sahtu Tribal Council or its successor including;
  - (i) structures and procedures,
  - (ii) accountability to Sahtu Dene and Metis of Sahtu Dene and Metis institutions,
  - (iii) legal status and capacity of Sahtu Dene and Metis Governments, the Sahtu Tribal Council or its successor, and
  - (iv) membership;
- (b) Sahtu Dene and Metis culture and language;
- (c) housing;
- (d) use, management, administration, control and protection of settlement lands;
- (e) raising of revenue for local purposes, including taxation;
- (f) education and training;
- (g) social services;
- (h) health services;
- (i) roads and traffic;
- (j) local government infrastructure, including programs and services;
- (k) economic development, including tourism;
- (l) child welfare, guardianship and customary adoption;
- (m) wills and estates;
- (n) administration of justice;
- (o) implementation plans and financial arrangements relating to self-government agreements;
- (p) procedures for the amendment of self-government agreements;
- (q) transition from existing Sahtu Dene and Metis institutions to future Sahtu Dene and Metis institutions;  
and
- (r) matters relating to the foregoing, or as may be otherwise agreed.



**PROCESS AND SCHEDULE**

- 5.1 Government shall enter into negotiations with the Sahtu Dene and Metis in each Sahtu community where a written request to negotiate is made by a designated Sahtu Dene and Metis organization.
- 5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:
- (a) the order in which the matters to be negotiated are to be addressed;
  - (b) the time frame within which negotiations will take place; and
  - (c) such other matters as may be necessary or desirable.