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# THE WESTERN ARCTIC CLAIM

## THE INUVIALUIT FINAL AGREEMENT



Canada

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# INUVIALUIT FINAL AGREEMENT

BETWEEN:

The Committee for Original Peoples' Entitlement (hereinafter referred to as "COPE"), representing the Inuvialuit of the Inuvialuit Settlement Region

AND:

The Government of Canada (hereinafter referred to as "Canada"), represented by the Minister of Indian Affairs and Northern Development.

WHEREAS the Inuvialuit claim an interest in certain lands in the Northwest Territories and the Yukon Territory based on traditional use and occupancy of those lands and seek a land rights settlement in respect thereof;

AND WHEREAS COPE and Canada have entered into negotiations directed towards a Final Agreement to provide rights, benefits and compensation in exchange for the interest of the Inuvialuit in the Northwest Territories and Yukon Territory, as contemplated by the Federal Government policy statement of August 8, 1973;

AND WHEREAS it is understood and agreed that this Agreement will be subject to legislative approval of the Parliament of Canada, under which legislation that interests will cease to exist;

AND WHEREAS the parties have earlier reached an agreement on the principles to be applied in reaching this Agreement, which principles are reflected in the Agreement in Principle signed on October 31, 1978;

AND WHEREAS the Governments of the Northwest Territories and Yukon Territory have been consulted and have participated in discussions concerning matters affecting them and over which they have jurisdiction;

AND WHEREAS COPE declares that it has been authorized by the Inuvialuit, after the approval process, to sign this Agreement;

AND WHEREAS Canada has authorized the Minister of Indian Affairs and Northern Development to sign this Agreement;

NOW, THEREFORE, COPE AND CANADA AGREE AS FOLLOWS:

## PRINCIPLES

1. The basic goals expressed by the Inuvialuit and recognized by Canada in concluding this Agreement are:

- (a) to preserve Inuvialuit cultural identity and values within a changing northern society;
- (b) to enable Inuvialuit to be equal and meaningful participants in the northern and national economy and society; and
- (c) to protect and preserve the Arctic wildlife, environment and biological productivity.

## DEFINITIONS

2. In this Agreement,

"Arbitration Board" means the body established by subsection 18(2);

"bank" means, when used to describe a boundary, the ordinary or mean low water mark;

"Canada" means the Government of Canada;

"conservation" means the management of the wildlife populations and habitat to ensure the maintenance of the quality, including the long term optimum productivity, of these resources to ensure the efficient utilization of the resources;

"COPE" means the Committee for Original Peoples' Entitlement, a society incorporated under the Societies Ordinance of the Northwest Territories

"developer" means a person, the government or any other legal entity owning, operating or causing to be operated any development in whole or in part in the Inuvialuit Settlement Region, and includes any contractor of such owner or operator. For greater certainty, "developer" - a n y Inuvialuit developer;

"development" means:

(a) any commercial or industrial undertaking or venture, including support and transportation facilities relating to the extraction of non-renewable resources from the Beaufort Sea, other than commercial wildlife harvesting; or

(b) any government project, undertaking or construction whether federal, territorial, provincial, municipal, local or by any Crown agency or corporation, except government projects within the limits of communities not directly affecting wildlife resources outside those limits and except government wildlife enhancement projects;

"exclusive right to harvest" means the sole right to harvest the wildlife referred to in paragraph 12(24)(b) and (c) and 14(6)(b) to (d), to be allocated the total allowable harvest and to permit non-Inuvialuit to harvest any such wildlife;

"fish" includes shellfish, crustaceans and marine animals and the eggs, spawn, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"furbearers" means all species of game that are or may be harvested by trapping and, for greater certainty but without limiting the generality of the foregoing, includes: *Castor* including beaver; *Alopex* including white fox, arctic fox; *Lutra* including otter; *Lynx* including lynx; *Martes* including martens and fishers; *Mephitis* including skunk; *Mustela* including ermine, weasel, least weasel and mink; *Ondatra* including muskrat; *Tamiasciurus* including red squirrel; *Vulpes* including red, cross, black and silver fox; *Gulo* including

## AGREEMENT AND LEGISLATIVE APPROVAL

3. (1) Canada shall recommend to Parliament that this Agreement be approved, given effect and declared valid by suitable legislation.

3. (2) For greater certainty, it is the intention of the parties that this Agreement be a land claims agreement within the meaning of subsection 35(3) of the *Constitution Act, 1982*.

3. (3) The Settlement Legislation approving, giving effect to and declaring valid this Agreement shall provide that, where there is inconsistency or conflict between either the Settlement Legislation or this Agreement and the provisions of any other federal, territorial, provincial or municipal law, or any by-law or regulation, the Settlement Legislation or this Agreement shall prevail to the extent of the inconsistency or conflict.

3. (4) Subject to the Settlement Legislation and in consideration of the rights and benefits in favour of the Inuvialuit set forth in this Agreement, the Inuvialuit cede, release, surrender and convey an their aboriginal claims, rights, title and interests, whatever they may be, in and to the Northwest Territories and Yukon Territory and adjacent offshore areas, not forming part of the Northwest Territories or Yukon Territory, within the sovereignty or jurisdiction of

3. (5) The Settlement Legislation approving, giving effect to and declaring valid this Agreement shall extinguish all aboriginal claims, rights, title and interests whatever they may be of all Inuvialuit in and to the Northwest Territories and Yukon Territory and adjacent offshore areas, not forming part of the Northwest Territories or Yukon Territory, within the sovereignty or jurisdiction of Canada.

3. (6) Nothing in this Agreement or in the Settlement Legislation shall remove from the Inuvialuit their identity as an aboriginal people of Canada nor prejudice their ability to participate in or benefit from any future constitutional rights for aboriginal people that may be applicable to them.

3. (7) The Settlement of the Inuvialuit land rights claim is without prejudice to:

- (a) the aboriginal rights of any peoples based on traditional use and occupancy of land and
- (b) their negotiation of a land claims settlement in respect thereof.

3. (8) Any rights and benefits extended in the Inuvialuit Settlement Region to other native peoples on the basis of traditional use and occupancy in accordance with the policy of Canada as stated in its Land Claims Settlement Policy of 1981 shall not prejudice the Inuvialuit with respect to any rights they receive under this Agreement and the Settlement Legislation.

3. (9) Nothing in this Agreement constitutes an admission by Canada or the Inuvialuit that any other native peoples have a demonstrated traditional use and occupancy within the Inuvialuit Settlement Region.

3. (10) The Inuvialuit may from time to time enter into agreements, such as that shown in Annex S, with organizations representing neighbouring native groups to resolve mutual or overlapping interests or to share rights, privileges and benefits. Such agreements may be amended from time to time with the consent of the signatories. For greater certainty, the agreement shown in Annex S is included for the purpose of information only and does not form part of this Agreement.

3. (11) The Settlement Legislation shall provide that Canada recognizes and gives, grants and provides to the Inuvialuit the rights, privileges and benefits specified in this Agreement in consideration of the cession, release, surrender and conveyance referred to in subsection (4).

3. (12) Subject to the provisions of this Agreement and the Settlement Legislation, the governments of the Northwest Territories and Yukon Territory will continue to have the jurisdiction they have had with respect to game management and may continue to pass legislation with respect to game management that is not inconsistent with this Agreement and the Settlement Legislation.

3. (13) The provisions of this Agreement may be amended with the consent of Canada and the Inuvialuit, as represented by the Inuvialuit Regional Corporation.

3. (14) As authority for the execution by the Inuvialuit of any amending agreement or instrument, Canada shall be entitled to rely on the certified extract of a resolution of the Board of Directors of the Inuvialuit Regional Corporation, supported by a shareholders' resolution certified to meet the requirements of subsection (15).

3. (15) A shareholders' resolution authorizing agreement by the Inuvialuit Regional Corporation to an amendment of this Agreement must be supported by a majority of its shareholders representing communities constituting at least fifty per cent of the Inuvialuit population resident in the Inuvialuit communities.

3. (16) Where any amendment of this Agreement requires legislation to achieve its effect, Canada agrees to take all reasonable steps to put in place suitable legislation forthwith.

3. (17) Where any amendment of this Agreement has application to the governments of the Northwest Territories and Yukon Territory, Canada shall consult with those governments before agreeing to any such amendment.

## CITIZENS' RIGHTS AND PROGRAMS

4. (1) Nothing contained in this Agreement prejudices the rights of the Inuvialuit as Canadian citizens, and they shall continue to be entitled to all of the rights and benefits of other citizens under any legislation applicable to them from time to time.

4. (2) Existing and new programs and funding by governments, and the obligations generally of governments, shall continue to apply to the Inuvialuit on the

(c) the Inuvialuit Land Corporation ("ILC"), a corporation to own the lands received in the Settlement;

(d) the Inuvialuit Development Corporation ("IDC"), a corporation to receive a portion of the financial compensation and to carry on business either directly or through ownership of shares in, or participation in ventures with other businesses;

(e) the Inuvialuit Investment Corporation ("IIC"), a corporation to receive a portion of the financial compensation and to invest in portfolio securities of whatsoever nature; and

(f) the Inuvialuit Trust, owning 100% of the non-voting preferred shares of the ILC, IDC and IIC, of which the capital and income beneficiaries would be the IRC and the eligible individual Inuvialuit beneficiaries holding M unit certificates.

6. (21) Subject to subsection (1), the internal structures and powers and responsibilities of the bodies described in that subsection shall be determined by the Inuvialuit.

6. (3) The rule against perpetuities shall not apply to the Inuvialuit Trust.

6. (4) The following principles shall apply to the bodies described in subsection (1)

(a) the Inuvialuit enrolled in the Inuvialuit Land Rights Settlement shall share equally in the benefits received by the various Inuvialuit corporations and distributed through the Inuvialuit Trust; therefore, each Inuvialuit enrolled shall be entitled, subject to paragraph (d), to receive a life interest only in the same number of trust units, which units shall be non-transferable, in the Inuvialuit Trust. Any profits derived from any development of Inuvialuit lands and distributed through the Inuvialuit Trust shall be shared equally by all enrolled Inuvialuit, but each community corporation shall have control over any development activity approved by the Inuvialuit Land Administration or the Inuvialuit Regional Corporation in respect of the block of land selected near that community pursuant to paragraph 7(1)(a);

(b) no tax shall be levied by federal, territorial, provincial or municipal governments in respect of any transactions occurring from time to time whereby shares or interests are allotted and issued by the Inuvialuit corporations or are received by any of the Inuvialuit who became enrolled under the Settlement from time to time, whether they are received directly from any of the Inuvialuit corporations or by a trustee acting on behalf of such Inuvialuit;

(c) control of the Inuvialuit corporations shall be vested in the Inuvialuit beneficiaries through the Inuvialuit Regional Corporation and their community corporations. Control of each community corporation shall be vested in the Inuvialuit resident in that community;

(d) an Inuvialuit enrolled pursuant to section 5 is, on attaining 18 years of age, entitled to receive a life in-

term in trust units in the Inuvialuit Trust in the same number as is received by each other enrolled Inuvialuit; and

let restrictions shall be placed by the Inuvialuit Regional Corporation from time to time on any financial distributions from the Inuvialuit corporations to encourage the preservation of the financial compensation for the benefit of future generations of Inuvialuit.

6. (5) The compensation received by the Inuvialuit Regional Corporation on behalf of the Inuvialuit pursuant to subsection 15(2) shall, when transferred to the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation, be added in the stated capital accounts maintained for the class or classes of shares of the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation as received from time to time by each corporation, and shall constitute paid-up capital in respect of such class or classes of shares of the corporations for purposes of the Income Tax Act and the adjusted cost base to the Inuvialuit Regional Corporation of such shares shall be equal to such paid-up capital.

6. (6) The Inuvialuit Investment Corporation, the Inuvialuit Development Corporation and the Inuvialuit Land Corporation shall be deemed to be Canadian Controlled Private Corporations within the meaning of paragraph 125(6)(a) of the Income Tax Act of Canada.

## INUVIALUIT AND LAND

7. (1) The Inuvialuit shall, by virtue of the Settlement Legislation, be granted title to:

(a) 4,200 square miles of lands, more or less, in fee simple absolute (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) selected in the Western Arctic Region in blocks of 700 square miles more or less near each of the six communities, subject to surrenders and alienations listed in Annex P and existing surface rights for limited terms listed in Annexes Q and R, being those lands referred to in subsection 9(3),

(b) a single block of 800 square miles, more or less, of land in fee simple absolute (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) in Cape Bathurst, being those lands referred to in subsection 9(4) where, subject to subsection 8(5), any alienations shall be terminated by Canada, and the present moratorium on exploration and development shall continue until the time of conveyance; and

(c) 30,000 square miles, more or less of lands in fee simple absolute, (less oil, gas, related hydrocarbons, sulphur and minerals as defined in Annex M), being those lands referred to in subsection 9(5) subject to alienations for limited terms listed in Annexes Q and R, and without prejudice to the holders of valid subsisting rights granted pursuant to the Ter-

Such access, where applicable, shall be in accordance with appropriate laws or approved procedures.

7. (17) Without restricting the generality of subsection (16) and without limiting the authority to enter on lands given to the Department of National Defence by the *National Defence Act*, access to Inuvialuit lands for military exercises conducted by the Department of National Defence shall take place on the conclusion of arrangements with the Inuvialuit relating to contact persons, areas, timing and appropriate compensation. Agreement by the Inuvialuit shall not be unreasonably withheld.

7. (18) Private access of a commercial nature to Inuvialuit lands shall be available as follows:

(a) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights of a casual nature relating to investigative and preliminary work on those lands; subject to the same conditions as set out in subsection (15);

(b) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights where the access would be significant, but temporary; subject to a right of way agreement being negotiated with the Inuvialuit that would provide for

(i) a location not harmful to the Inuvialuit and suitable to a commercial interest; and

(ii) matters relating to damage, mitigation, restoration and loss of use;

(c) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights where the access would require a permanent right of way, subject to Participation Agreements as provided by section 10; and

(d) access by commercial interests in order to enter on Inuvialuit lands to exercise interests in or on those lands, subject to Participation Agreements as provided by section 10.

7. (19) Access for the purposes of subsection (18) requires that prior notice be given to the Inuvialuit.

7. (20) The following conditions apply to the access provisions set out in subsections (14) to (19):

(a) the granting of access by — not create responsibility on their part for damages suffered by the user;

(b) users of access rights are responsible for damages caused to the land; and

(c) the user who fails to comply with the access provisions may be removed from the land.

7. (21) Except for subsection (17) and the provision for Participation Agreements in paragraphs 18(c) and (d), the foregoing provisions relating to access constitute an interim measure and shall cease to have force and effect when and to the extent that laws of general application

relating to access to private lands are made applicable to lands in the western Arctic Region.

Public Right of Entry on Inuvialuit Lands to Fish

7. (22) Every person fishing in waters located wholly within (1)(a) or (1)(b) lands shall be required first to register with the appropriate Hunters and Trappers Committee (HTC) or its designated agent.

7. (23) Entry across and on (1)(a) lands for the purpose of fishing shall be granted at the sole discretion of the Inuvialuit.

7. (24) The Inuvialuit agree to allow persons to enter on (1)(b) lands for the purpose of sport and commercial fishing in waters within (1)(b) lands and crown lands beyond (1)(b) lands and to allow those persons to erect temporary facilities and carry out other activities ancillary to sport and commercial fishing where:

(a) the persons are duly licensed to fish by the appropriate governmental authority;

(b) the persons register with the appropriate person or body in accordance with the registration system referred to in paragraph 14(64)(d); and

(c) the persons do not fish in an area in which fishing is prohibited.

7. (25) A person shall be subject to the law respecting trespass on private land if he gains entry to (1)(b) lands under subsection (24) and:

(a) engages in any activity other than sport or commercial fishing or activities ancillary to sport or commercial fishing;

(b) contravenes any of the terms and conditions of a licence;

(c) fails to comply with any conditions of or restrictions on access set by the Fisheries Joint Management Committee to be established pursuant to subsection 14(61);

(d) diminishes the value of the land to the Inuvialuit; or

(e) interferes with the right of the Inuvialuit to the use and enjoyment of their land beyond interference unavoidably caused by his presence for the purpose of fishing.

7. (26) The granting of the right of public entry shall not place the Inuvialuit under any legal or statutory duty to any person and, for greater certainty, the right of public entry shall not be construed to create any right in favour of any person or interfere with or affect the Inuvialuit rights and title to the land beyond the granting of such entry. Persons using the right of entry do so at their own risk and have no right of action against the Inuvialuit for alleged loss or damage arising therefrom.

## Conveyance of Lands

7. (43) The Inuvialuit Land Corporation and other corporations controlled by the Inuvialuit may, from time to time, exchange lands with Canada.

7. (44) Subject to any agreements that the Inuvialuit have entered into or may enter into with other native groups in adjoining land claims areas respecting the acquisition or disposition of their respective interests in land, title to Inuvialuit lands may not be conveyed except to Inuvialuit individuals or corporations controlled by the Inuvialuit or Her Majesty in right of Canada. For greater certainty, leases and other rights to use and occupy Inuvialuit lands for any purpose and dispositions of rights to explore, develop and produce resources owned by the Inuvialuit may be by the Inuvialuit to persons or corporations in accordance with this Agreement and laws of general application.

7. (45) The transfer or grant of Inuvialuit lands pursuant to subsection (44) and subsections (50) to (81) shall be exempt from tax. For greater certainty, the transfer to and the receipt by the Inuvialuit of the proceeds of such transfers or grants and any distributions thereof by Inuvialuit corporations shall be exempt from tax, including income tax by federal, provincial, territorial or municipal governments. The Inuvialuit corporations shall separately account for such proceeds and any transfer or distribution thereof.

7. (\* For the purposes of the Income Tax Act, there shall be deemed to be no cost with respect to any acquisition or deemed acquisition of Canadian resource properties, as defined in paragraph 64(1)(c) of the Income Tax Act, by the Inuvialuit under this Agreement. However, net proceeds up to a total of \$10 million received by the Inuvialuit from the disposition of Canadian resource properties relating to lands described in subsections 9(3) and 9(4) shall be deemed, for the purposes of the Income Tax Act, not to be proceeds of the disposition of Canadian resource properties, and those proceeds their transfer to and receipt by the Inuvialuit and any distribution thereof by Inuvialuit corporations shall be exempt from tax, including income tax, by federal, provincial or municipal governments. The Inuvialuit corporations shall separately account for such proceeds and any transfer or distribution thereof.

7. (47) No federal, territorial, provincial or municipal charge, levy or tax of any kind whatsoever shall be payable on Inuvialuit lands or based on the value or assessed value of Inuvialuit lands and, without limiting the generality of the foregoing, no capital, wealth, realty, school, water or business tax shall be payable on Inuvialuit lands based on the value or assessed value of Inuvialuit lands.

7. (48) For the purposes of subsection (47), "land" does not include buildings on land and royalties, rents, profits and other revenues or gain derived from Inuvialuit lands shall be taxable under laws of general application except as otherwise provided by this Agreement.

7. (49) No federal, territorial, provincial or municipal charge, levy or tax shall be payable in respect of the transfer to or receipt by the Inuvialuit Regional Corporation or the Inuvialuit Land Corporation of Inuvialuit lands under the Settlement.

## Expropriation

7. (50) No Inuvialuit lands may be expropriated except by order of the Governor in Council.

7. (51) Canada recognizes the desire of the Inuvialuit to retain their lands and therefore agrees that any expropriation shall provide suitable alternative lands in the western Arctic Region, considered to be satisfactory by the Inuvialuit, in place of the expropriated lands if it is reasonably possible to so provide.

7. (52) If suitable alternative lands considered to be satisfactory by the Inuvialuit cannot reasonably be provided pursuant to subsection (51), monetary compensation shall be payable, together with interest, as contemplated by the Expropriation Act of Canada.

7. (53) The monetary compensation payable on an expropriation shall reflect the fair market value of the lands expropriated but shall take into account that such value is low relative to other areas in Canada and that this Agreement is intended to constitute a fair exchange between the Inuvialuit and Canada. Where a cost base is agreed on, the compensation payable on an expropriation shall be an amount equal to the greater of the fair market value and that cost base.

7. (54) On an expropriation of Inuvialuit lands, compensation shall be payable for the loss of the use of the land. Parts of the land value, in addition to other land values, shall consist of its intrinsic value for wildlife.

7. (55) Compensation for actual harvesting loss shall be provided for Inuvialuit harvesters under section 13 and shall not be considered in determining the value of the land under expropriation.

7. (56) Where Inuvialuit lands are expropriated, the exclusive harvesting rights set out in paragraph 14(d) shall continue to apply. For greater certainty, the exercise of such rights by the Inuvialuit is subject to the laws of general application and conservation.

7. (57) On an expropriation, any disagreement between Canada and the Inuvialuit concerning the following matters shall be referred to the Arbitration Board pursuant to section 18:

(a) whether it is reasonably possible for the Government to provide suitable alternative lands satisfactory to the Inuvialuit;

(b) the compensation and interest payable in the event that suitable alternative lands are not available; and

(c) any other matters arising on expropriation, including payment of the costs of any arbitration.

not appropriate equivalent lands the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

#### Pingo Canadian Landmark

7. (70) The pingos in the area shown in Annex H-2 and described in Annex H-4 shall be protected by the Minister of the Environment of Canada by the establishment of a Pingo Canadian Landmark as described in Annex H-4.

7. (71) Canada shall continue to retain title to the surface of the land in the area referred to in subsection (70), including sand and gravel. Canada shall transfer administration for this area to the Minister of the Environment under subsection 3S(1) of the *Public Works Act* for the purpose of establishment as a Canadian Landmark. The Minister of the Environment shall assume responsibility for the protection of this area on the execution of this Agreement. For greater certainty, the Inuvialuit shall be granted title to the subsurface of the land comprising the Landmark.

7. (72) The area shown in Annex H-2 and described in Annex H-4 is an approved Inuvialuit land selection. The Inuvialuit shall be granted (1)(b) title to land of equivalent value in the Western Arctic Region that is suitable to the Inuvialuit. If the parties cannot agree on equivalent land, the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

7. (73) The Pingo Canadian Landmark shall be managed under the *National Parks Act* in consultation with the Inuvialuit Land Administration and the people of Tuktoyaktuk, as a joint management regime.

7. (74) If there is any disagreement with respect to the management of the Pingo Canadian Landmark, there shall be a right of appeal to the Minister of the Environment who shall make the final decision.

7. (75) Any future extraction for the extraction of the subsurface resources of the Pingo Canadian Landmark shall be carried out from outside the site in a manner that does not damage the pingos.

7. (76) The Inuvialuit shall have priority with respect to employment and any economic opportunities relating to the Pingo Canadian Landmark.

#### Nelson Heed Canadian Landmark

7. (77) It is acknowledged that the Minister of the Environment is interested in establishing a federally owned Canadian Landmark at the southern end of Banks Island. The approximate boundaries proposed, as shown in Annex I-7, encompass an area of approximately 70 square miles and include the sea cliffs at Nelson Heed and Cape Lambert, Durham Heights at 2430 feet elevation and approximately 10 miles of seacoast. The Inuvialuit shall be granted (1)(b) title to this area pursuant to this Agreement.

7. (78) If and when the Minister of the Environment's Canadian Landmark Program takes effect and that the Minister has the authority to require the area, the Inuvialuit shall convey (1)(b) title to the land within sixty (60) days of receipt of written notice to that effect.

7. (79) The Inuvialuit shall be granted title to equivalent land in the Western Arctic Region that is agreeable to the Inuvialuit and Canada. If the parties cannot agree on equivalent land the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

7. (80) The management and economic provisions in subsections (73) and (76) that apply to Pingo Canadian Landmark shall apply to the area described in subsection (77).

7. (81) The Inuvialuit Land Administration shall ensure that, within the area described in subsection (77), no activity is permitted prior to the conveyance referred to in subsection (78) that renders the land unsuitable as a Canadian Landmark. This obligation and the right of the Minister of the Environment to require a conveyance under subsection (78) shall terminate on the expiration of ten (10) years after the date of the execution of this Agreement.

#### Land Use Planning

7. (82) It is agreed that, for the purpose of coordinating land use planning for the Beaufort Sea Region, there shall be area-specific groups dealing only with the Inuvialuit Settlement Region and that native participation, including Inuvialuit participation, in each such group shall be equal to government participation. Where a Land Use Commission or similar body is established for the Yukon Territory and the Northwest Territories, the area-specific groups shall be a part thereof. For the purpose of land use planning in the Yukon Territory and the Northwest Territories, it is also agreed that, for areas south of the watershed and north of the Porcupine and Milne Rivers in the Yukon Territory, and for areas in the Western Arctic Region in the Northwest Territories, native representation shall be equal to that of the government. The representation of the Government of Yukon Territory for matters north of the watershed and of the Government of the Northwest Territories for matters in the Western Arctic Region shall increase as their respective jurisdictions increase and shall form a majority of government participation for matters exclusively within their respective jurisdictions.

7. (83) The Inuvialuit agree that they shall not be represented on any Land Use Planning Commissions or similar bodies referred to in subsection (82) for areas outside the Inuvialuit Settlement Region unless it is established that activities in adjacent areas affect their interest within the Inuvialuit Settlement Region. They also agree that, in the Yukon Territory, their interest for land use planning does not extend to any areas south of the Porcupine and Milne Rivers.

made without the consent of the Inuvialuit whom the fee thereof is to offer the crown share for bids, to waive royalties or other payments in the nature of royalties of to prejudice the economic interest of the Inuvialuit. No other such decisions shall be made affecting Inuvialuit rights without prior consultation with the Inuvialuit Land Administration. Where, however, the holder of the rights and the Inuvialuit agree that the Inuvialuit should administer the rights or a renegotiated version of the rights directly and both parties so inform the Minister in writing, the Minister shall transfer such administration to the Inuvialuit.

7. (95) Canada shall, as soon as possible, remit to the Inuvialuit any royalties, fees, rentals, bonuses or other payments in lieu of royalties accruing after the date of this Agreement from the rights \*to in subsection (93). Any royalties accruing from oil and gas production under community sites shall be included in the remittances. For greater -, the Inuvialuit shall receive and manage the Crown Share within the meaning of section 27 of the Canada Oil and Gas Act (S.C. 1980-81-82-83, c. 81).

7. (96) The amounts payable to the Inuvialuit under subsection @S shall be calculated on the basis of the laws and regulations in force on December 31, 1983 applicable to Crown lands in the Northwest Territories.

#### Application of Laws to Inuvialuit lands

7. (97) Except as otherwise provided in this Agreement, Inuvialuit lands shall be subject to the laws of general application applicable to private lands from time to time in force, - - restricting the generality of the foregoing, territorial laws and ordinances that apply or are made to apply generally to private lands.

7. (98) Without limiting the application of subsection (97), it may be agreed that laws and regulations that apply only to Crown lands shall apply to Inuvialuit lands if the Inuvialuit or the appropriate minister so request and the other party consents.

7. (99) Where the Inuvialuit dispose of new rights respecting oil, gas, coal, minerals, sand and gravel and rock on Inuvialuit lands, the Inuvialuit Land Administration may set terms and conditions with respect to the environment and safety that equal or exceed the standards provided for under the laws of general application referred to in subsection (97).

7. (100) The parties to this Agreement agree that Inuvialuit lands shall be considered, accepted and deemed to be lands reserved for Indians.

7. (101) Subject to this Agreement, the Inuvialuit shall continue to enjoy any of the rights of any property owner under the laws of general application.

#### Interim Land Regime

7. (102) The Government shall, on receiving Cabinet approval to proceed to execute this Agreement, withdraw

from disposition under the f " Lands Act, as quickly as possible:

(a) the Inuvialuit land selections referred to in subsections 9(3) and (4)1 except

(i) OIL gas and mineral leases or permits referred to in Annex P, except those surrendered to Canada between October 31, 1978 and the date of the execution of this Agreement.

(@ sand and gravel and

(iii) the surface of the lands listed in Annexes Q and R; and

(b) the Inuvialuit land selections referred to in subsection 9(5), except

(i) oil, gas, related hydrocarbons, and native sulphur and minerals as defined in Annex M,

(Q sand and gravel, and

(iii) the surface of the lands listed in Annexes Q and R

7. (103) Between the date of the execution of this Agreement and the into force of the Settlement Legislation, sand and gravel permits shall be issued in respect of Inuvialuit lands referred to in subsections 9(3) to (3) only on the basis of the provisions of subsections (27) to (42) a by Canada with the consent of COPE but such consent shall not be unreasonably withheld in respect of the issuance of permits for sand and gravel from reasonable sources of supply to meet usual petri. mental needs. No sand and gravel permit shall be issued by Canada to a third party for a period longer than one Y = "

7. (104) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, as oil, gas and mineral leases and permits referred to in subsection (102) terminate, Canada shall withdraw the lands that were subject to the leases and permits from further disposition. Those lands shall not be disposed of without the consent of COPE.

7. (105) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, no surface rights shall be created by Canada with respect to Inuvialuit land selections referred to in subsections 9(3) to (5) without the consent of COPE, except as follows:

(a) with respect to the surface leases and licences set out in Annex Q, the consent of COPE to any replacement thereof will first be sought, but if COPE withholds such consent, the Minister may issue a lease or licence for 8 term ending not later than December 31, 1984. Such lease or licence shall be issued on the condition that a Participation Agreement, as contemplated by section 10, will be entered into between COPE, ILA and the applicant for the lease or licence, if COPE so requests; and

(b) areas that may be important to the Inuvialuit for the future development of tourism or that may offer other economic opportunities for the Inuvialuit;

(c) areas of importance to the Inuvialuit because of the production of the wildlife and protection of the habitat;

(d) historic Inuvialuit sites or burial grounds;

(e) any areas that might be used by new Inuvialuit communities to be created in the future;

~landsthasdonotc=f-proved oil and gas reserves;

(g) lands that were not privately owned and lands that did not constitute public works as of July 13, 1978. The Inuvialuit may select and own the subsurface below privately owned lands and public work sites within paragraph 7(1)(a) lands if such subsurface ownership does not interfere with the private and public work use of the surface; and

(h) in the selection of lands under paragraphs (a) to (e), it is understood that the Inuvialuit shall acquire certain non-renewable substances that may provide economic opportunities.

9. (3) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(a)(i) are:

(a) the block of land near Aldavik shown in Annex F and described in Annex F-1;

(b) the block of land near Inuvik shown in Annex G and described in Annex G-1;

(c) the block of land near Tuktoyaktuk shown in Annex H and described in Annex H-1, except the community site shown in Annex H-2 and described in Annex H-3;

(d) the block of land near Paulatuk shown in Annex I and described in Annex I-1, except the community site shown in Annex I-2 and described in Annex I-3;

(e) the block of land near Sachs Harbour shown in Annex J and described in Annex J-1, except the community site shown in Annex J-2 and described in Annex J-3; and

(f) the block of land near Holman shown in Annex K and described in Annex K-1, except the community site shown in Annex K-2 and described in Annex K-3.

9. (4) The Inuvialuit land selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(a)(ii) is the block of land shown in Annex D as Area Number 3 and described in Annex D-1.

9. (5) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to paragraph 7(1)(b) are:

(a) the block of land near Aldavik shown in Annex F and described in Annex F-2;

(b) the blocks of land near Inuvik shown in Annex G and described in Annex G-2;

(c) the block of land near Tuktoyaktuk shown in Annex H-5 and described in Annex H-6;

(d) the block of land near Paulatuk shown in Annex I-4 and described in Annex I-5;

(e) the block of land near Sachs Harbour shown in Annex J-4 and described in Annex J-5; and

(f) the blocks of land on Victoria Island shown in Annex K-4 and described in Annex K-5.

9. (6) All Inuvialuit lands have been sold on the basis of negotiations between Canada and COPE as approved by the Minister.

9. (7) All Inuvialuit lands so selected shall be transferred to the Inuvialuit Land Corporation, or the Inuvialuit Regional Corporation for the Inuvialuit Land Corporation, pursuant to the provisions of this Agreement and the Settlement Legislation.

## PARTICIPATION AGREEMENTS

10. (1) For the purposes of exploration, development and production activities by holders of valid rights or interests issued by Canada and holders of petroleum, coal or mineral rights or interests issued by Canada on 7(1)(b) lands, access on and across Inuvialuit lands shall be guaranteed by the Inuvialuit Land Administration (ILA), subject to the payment by the developer of fair compensation to the Inuvialuit for such access, for any damage to Inuvialuit lands and for any diminution of the value of their interests in their lands.

10. (2) Except as otherwise provided, a valid Participation Agreement with the ILA setting out the rights and obligations of the parties respecting the activities for which the access is being granted.

10. (3) The ILA shall have the right to negotiate with the developer/applicant an appropriate land rent (not to include royalty revenues) and a Participation Agreement that may include specific terms and conditions respecting the nature and magnitude of the land use for which the access is being sought. Without limiting their generality, the terms and conditions may also include:

(a) costs associated with any ILA inspection of the development work sites and the nature and scope of such inspection;

(b) restoration and - "

(c) employment, service and supply contracts;

(d) education and - and

(e) equity participation or other similar types of participatory benefits.

10. (4) The term of a Participation Agreement may continue until the termination date of the right issued or the interests accorded by Canada to which the Participation Agreement relates.

11. (9) As adjacent land claims are settled the representation on behalf of the Inuit shall be available to other native organizations by virtue of subsection (8) shall cease unless like representation is available to the Inuit on like panels dealing with adjacent land areas used or occupied by the Inuit.

11. (10) All members of the Screening Committee shall have one vote except the Chairman who shall vote only in the case of a deadlock.

11. (11) The Screening Committee may establish and adopt by-laws and rules for its internal management and procedures in order to ensure reasonable and expeditious consideration of applications.

11. (12) The proponents of a development required to be screened shall submit a project description to the Screening Committee during the preliminary planning stage containing the following information:

- (a) the purpose of the project;
- (b) the nature and extent of the proposed development;
- (c) the rationale for the site selection; and
- (d) information and technical data in sufficient detail to permit an adequate preliminary assessment of the project and its environmental impact.

11. (13) On receipt of a project description, the Screening Committee shall expeditiously determine if the proposed development could have a significant negative environmental impact and shall indicate in writing to the governmental authority competent to authorize the development that, in its view:

- (a) the development will have no such significant negative impact and may proceed without environmental impact assessment and review under this Agreement;
- (b) the development could have significant negative impact and is subject to assessment and review under this Agreement; or
- (c) the development proposal has deficiencies of a nature that warrant a termination of its consideration and the submission of another project description.

11. (14) For the purposes of paragraph 13, the Screening Committee shall take into account any prior governmental development or environmental impact review process that, in its opinion, adequately encompasses the assessment and review function.

11. (13) Where a proposed development is or may be subject to a governmental development or environmental impact review process, and in the opinion of the Screening Committee that review process adequately encompasses or will encompass the assessment and review function, the Screening Committee shall refer the proposal to the body carrying out that review process.

11. (16) If, in the opinion of the Screening Committee, the review process referred to in subsection (14) does not or will not adequately encompass the assessment and

review function, or if the review body declines to carry out such functions, the proposal shall be referred to the Review Board for public review.

11. (17) Decisions of the Screening Committee shall be made by majority vote of the panel appointed. They shall be in writing and shall be signed by all panel members.

11. (18) The Environmental Impact Review Board is hereby established to be the review body for any development referred to in this Agreement. The Review Board shall have seven (7) permanent members, three (3) appointed by Canada, the (3) appointed by the Inuit and a Chairman appointed by Canada, with the consent of the Inuit, of the three (3) members appointed by Canada, one shall be designated by the Territorial Government in whose jurisdiction the development being reviewed is to be located. The representation of the Government of the Yukon Territory for matters north of the watershed and of the Government of the Northwest Territories for matters in the Western Arctic Region shall increase as the respective jurisdictions increase and shall form a majority of appointees for matters exclusively within their respective jurisdictions. The membership of the Review Board may be increased or decreased from time to time at the discretion of Canada, but the same proportion of representation for Canada and the Inuit shall be maintained.

11. (19) The Review Board shall deal with each development subject to environmental assessment and review in accordance with the applicable provisions of this Agreement. For greater certainty, subsections (6) to (9) apply to the constitution of the Review Board panels, with such modifications as the circumstances require.

11. (20) The permanent members of the Review Board shall be appointed, remunerated and replaced by the respective appointing parties. The term of office of all permanent members, including the Chairman, shall be three (3) years and they are eligible to be re-appointed on the expiration of their term.

11. (21) Where any of the parties fails to nominate a sufficient number of persons within a reasonable time, the Review Board may discharge its responsibilities with such members as have been appointed.

11. (22) A person may be a member of both the Screening Committee and the Review Board.

11. (23) Canada shall provide to the Review Board the staff required to enable it to fulfil its functions. The Review Board may establish and adopt by-laws and rules for its internal management and its procedures.

11. (24) The Review Board shall expeditiously review the projects referred to it and on the basis of the evidence and information before it shall recommend whether or not the development should proceed and, if it should, on what terms and conditions, including mitigative and remedial measures. The Review Board may also recommend that the development should be subject to further

12. (10) No lands forming part of the National Park shall be removed from National Park status without the consent of the Inuvialuit.

12. (11) Canada agrees that prior to the establishment of the National Park, the lands comprising it shall be managed in a manner that recognizes their future use and protects the land and its habitat for that purpose.

12. (12) Nothing inconsistent with the provisions of this Agreement shall be permitted between the date of the execution of this Agreement and the coming into force of

--- creating the park  
12. (13) The rights provided to the Inuvialuit under this Agreement in respect of the National Park shall take effect as of the date of the coming into force of the Settlement Legislation. For greater certainty, the Government of the Yukon Territory shall retain its present jurisdiction until the creation of the National Park.

12. (14) If it is determined pursuant to section 11 that an area identified in Annex E as Stokes Point is required for limited scale use and temporary use purposes in support of hydrocarbon development, the use shall be permitted on the following conditions:

- (a) the land to be used does not exceed forty acres and any additional land that is required to satisfy the licensing requirements of the Yukon Territorial Water Board;
- (b) the use of the land is such as not to prevent its restoration to the state it was in prior to such use; and
- (c) the activity must not be on a scale and of a nature as to significantly derogate from the quality and character of the adjacent Park lands.

12. (15) In subsection (14):

- (a) "limited scale use" includes the storage of fuel and supplies, emergency repairs and maintenance facilities, transshipment depots, caches and similar uses; and
- (b) "temporary use" means a period of active occupation that, in the aggregate, does not exceed six years.

#### Territorial Park

12. (16) The parties agree that Herschel Island is to be established as the Herschel Island Territorial Park and, in establishing that Park, the Government of the Yukon Territory will consult the Inuvialuit.

12. (17) Except for the lands adjacent to Pauline Cove, the park regime on Herschel Island shall be no less stringent than that of the National Park pursuant to subsections (5) to (13).

12. (18) Within the lands adjacent to Pauline Cove, the historic resources shall be protected in a manner no less stringent than that of the regime of a National Historic Park as set out in the National Parks Act.

12. (19) Any development activity proposed within the lands adjacent to Pauline Cove shall be subject to the screening and review process set out in section 11: and

(a) the criteria set out in subsection (23) shall apply; and

(b) the terms and conditions governing such development shall be no less stringent than those under the Territorial Land Use Regulations in force at the time.

#### Area East of the Babbage River

12. (20) The parties agree that the area east of the Babbage River extending to the jurisdictional boundary between the Yukon Territory and the Northwest Territories, but excluding the adjacent nearshore and offshore waters, shall be designated as an area in which controlled development may take place, subject to the provisions of this Agreement and to laws of general application.

12. (21) Any development activity proposed for the area referred to in subsection (20) shall be subject to the screening and review process set out in section 11.

12. (22) Any development activity proposed for the adjacent nearshore and offshore waters shall be subject to the normal government process and the wildlife compensation provisions of section 13.

12. (23) The appropriate review board shall take into account the following criteria in its consideration of any development proposal:

- (a) analysis of the significance of the part or parts of the Yukon North Slope proposed for development use from the standpoint of conservation and harvesting interests;
- (b) evaluation of practical alternative locations and of the relative commercial and economic merits of and environmental impact on such locations compared to the part or parts of the area proposed for utilisation in the application;
- (c) evaluation of the environmental and social impacts of the proposed development;
- (d) weighing of the interests of users, conservationists and harvesters in the Yukon North Slope against public convenience and necessity for development;
- (e) evaluation of the ability of the applicant to demonstrate that he has, or will acquire, the proven capability to carry out the project in accordance with established standards of performance, safeguards and other requirements and to carry out the necessary environmental mitigation and restoration; and
- (f) requirements for effective machinery to ensure that the development proceeds in accordance with any established terms and conditions.

#### Inuvialuit Harvesting Rights

12. (24) Subject to the laws of general application respecting public safety and conservation, the Inuvialuit right to harvest on the Yukon North Slope includes:

- (a) subject to the collective harvesting rights in favour of all native peoples under the Porcupine Caribou

12 (41) Within their respective jurisdictions, governments shall determine the harvestable quotas for wildlife species based on the principles of conservation and the following procedures:

(a) the Wildlife Management Advisory Council (North Slope) established by subsection 61 shall determine the total allowable harvest for game according to conservation criteria and such other factors as it considers appropriate. The Council shall make its recommendations to the appropriate minister, who shall if he differs in opinion with the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter:

(b) in determining the total allowable harvest, conservation shall be the only consideration. For greater certainty, where the Inuvialuit have the exclusive right to harvest, they shall be entitled to harvest the total allowable harvest;

(c) for the purposes of management and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas for the wildlife referred to in paragraph (24)(a) shall be jointly - - by the Inuvialuit and the governments having jurisdiction over species of species groups of subsistence value, as follows:

(i) within the total allowable for game, the Wildlife Management Advisory Council (North Slope) shall determine the subsistence quotas according to the criteria and factors it considers appropriate in addition to those referred to in subparagraph (ii). The Council shall make its recommendations to the appropriate minister, who shall if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council further consideration of the matter, and

(ii) in determining the subsistence quota, the following criteria shall be taken into account by the Council or, where appropriate, by the Porcupine Caribou Management Board, and the appropriate minister:

(A) the food and clothing requirements of the Inuvialuit,

(B) the usage patterns and levels of harvest of the Inuvialuit,

(C) the requirements for particular wildlife species for subsistence usage,

(D) the availability of wildlife populations to meet subsistence usage requirements including the availability of species from time to time,

(E) the projections for changes in tions, and

(F) the national and international obligations of Canada with respect to migratory game birds

(d) the allocation of the Inuvialuit quotas among themselves shall be the responsibility of the Inuvialuit.

#### Economic Benefits

12. (42) The parties agree that the predominant number of persons employed in the operation and management of the parks referred to in subsections (5) and (16) should be Inuvialuit. The appropriate government shall provide training to assist the Inuvialuit in qualifying for such employment.

12. (43) To the extent that the management regime of the parks provides for economic activities, the parties agree that opportunities should be provided to the Inuvialuit on a preferred basis.

12. (44) The Inuvialuit shall be invited to participate in the planning process for any development on the lands available for development adjacent to Pauline Cove on Herschel Island, and in the economic opportunities arising out of such development. Subject to all applicable laws, the Inuvialuit shall have the right of first refusal with respect to any activities in the nature of guiding related to wildlife within the Yukon North Slope.

12. (45) The Inuvialuit and the Council for Yukon Indians may enter into bilateral agreements, such as the agreement dated March 15, 1984 between the Council for Yukon Indians and the Inuvialuit, whereby the native groups may share in the rights, privileges and benefits afforded Inuvialuit beneficiaries in the Yukon North Slope.

#### Wildlife Management Advisory Council (North Slope)

12. (46) In order to provide for joint planning by the native people and the governments in the Yukon North Slope with respect to the principles set out in subsections (2) and (3), a Wildlife Management Advisory Council shall be established as soon after the execution of this Agreement as is practicable.

12. (47) The Council shall have as permanent members a Chairman and an equal number of native and government members.

12. (48) The permanent members of the Council shall include at least one person designated by the Government of the Yukon Territory and one person designated by the Minister of the Environment of Canada.

12. (49) In addition to permanent members of the Council representing government, temporary members may be co-opted from government departments as they may be required from time to time.

12. (50) The permanent members of the Council appointed to represent the native interests shall include persons designated by the Inuvialuit, and, subject to agreements, by other native groups that have acquired harvesting rights in the Yukon North Slope under their land claims settlements.

12. (51) The Chairman of the Council shall be appointed by the Government of the Yukon Territory, with the consent of the native members and Canada.

ment could have a significant negative impact on present or future wildlife harvesting.

13. (8) If the Screening Committee determines that a proposed development could have a significant negative impact on present or future wildlife harvesting, it shall refer the proposal for an environmental impact assessment and review in the manner provided by subsections (9) and (10).

13. (9) Where a proposed development is subject to environmental impact review that, in the opinion of the Screening Committee, adequately encompasses or will encompass the assessment and review function and includes or will include in its evaluation adequate terms and conditions of development and limits of liability, the Screening Committee shall refer the proposal to the body carrying out the environmental impact review.

13. (10) If, in the opinion of the Screening Committee, the review body does not or will not adequately incorporate within its review each element of the process set out in subsection (9), or if the review body declines to do so, the proposal shall be referred to the Review Board.

13. (11) Where, pursuant to subsection (10), a proposal is referred to the Review Board, it shall, on the basis of the evidence and information before it, recommend to the government authority empowered to approve the proposed development:

(a) terms and conditions relating to the mitigative and remedial measures that it considers necessary to minimize any negative impact on wildlife harvesting; and

(b) an estimate of the potential liability of the developer, determined on a worst case scenario, taking into consideration the balance between economic factors, including the ability of the developer to pay, and environmental factors.

13. (12) The Government agrees that every proposed development of consequence to the Inuvialuit Settlement Region that is within its jurisdiction and that could have a significant negative impact on wildlife habitat or on present or future wildlife harvesting will be authorized only after due scrutiny of and attention to all environmental concerns and subject to reasonable mitigative and remedial provisions being imposed.

#### Financial Responsibility

13. (13) Every developer, other than a government but including a Crown corporation, shall be required to prove financial responsibility before being authorized to undertake any development in the Inuvialuit Settlement Region.

13. (14) The government authority empowered to permit the development and set the terms and conditions thereof may require a developer to provide for and ensure financial responsibility with respect to the obligations and undertakings provided in this section in the

form of a letter of credit, guarantee or indemnity bond or any other form Satisfactory to the government authority

#### Liability for Damage

13. (15) Where it is established that actual wildlife harvest loss or a future harvest loss was caused by development, the liability of the developer shall be absolute and he shall be liable without proof of fault or negligence for compensation to the Inuvialuit and for the cost of mitigative and remedial measures as follows:

(a) where the loss was caused by one developer, that developer shall be liable;

(b) where the loss was caused by more than one developer, those developers shall be jointly and severally liable; and

(c) where the loss was caused by development generally, but not attributable to any specific developer, the developers whose activities were of such nature and extent that they could reasonably be implicated in the loss shall be jointly and severally liable.

13. (16) Subject to subsections (5) and (6), if any developer who has caused actual wildlife harvest loss or future harvest loss is unable or fails to meet his responsibilities therefor, Canada acknowledges that, where it was involved in establishing terms and conditions for the development, it has a responsibility to assume the developer's liability for mitigative and remedial measures to the extent practicable.

13. (17) No recourse pursuant to subsection (18) may be taken against a developer unless a claim is made under subsection (19) within the year from the time when the loss in respect of which the recourse is exercised occurred or first occurred, as the case may be, or could reasonably be expected to have become known to those affected thereby.

#### Recourses of the Inuvialuit

13. (18) Where actual wildlife harvest loss or future harvest loss results from development, the Inuvialuit may exercise the following recourses:

(a) respecting actual wildlife harvest loss, Inuvialuit hunters, trappers and fishermen who depend on hunting, trapping or fishing for a material part of their gross income have the right to obtain compensation for damage to or loss of harvesting equipment and for loss or reduction of hunting, trapping or fishing income. Inuvialuit claimants may act individually or collectively or through duly authorized representatives, subject to the right of the other parties to verify the representative quality or capacity of the group or representative and the validity of the claims. The types of compensation that may be claimed include the cost of temporary or permanent relocation, replacement of equipment, reimbursement in kind subject to harvestable quotas, provision of such wildlife products

## WILDLIFE HARVESTING AND MANAGEMENT

### Principles

14. (1) A basic goal of the Inuvialuit Land Rights Settlement is to protect and preserve the Arctic wildlife, environment and biological productivity through the application of conservation principles and practices.

14. (2) In order to achieve effective protection of the ecosystems in the Inuvialuit Settlement Region, there should be an integrated wildlife and land management regime, to be achieved through various means including the coordination of legislative authorities.

14. (3) It is recognized that in the future it may be desirable to apply special protective measures under laws, from time to time in force, to lands determined to be important from the standpoint of wildlife, research or harvesting. The appropriate ministers shall consult with the Inuvialuit Game Council from time to time on the application of such legislation.

14. (4) It is recognized that one of the means of protecting and preserving the Arctic wildlife, environment and biological productivity is to ensure the effective integration of the - Into all bodies, functions and departments pertaining to wildlife management and land management in the Inuvialuit Settlement Region.

14. (5) The relevant knowledge and experience of both the Inuvialuit and the scientific communities should be employed in order to achieve conservation.

### Wildlife Harvesting Rights

14. (6) This Agreement provides the Inuvialuit with certain harvesting rights to wildlife in the Western Arctic Region. The exercise of the Inuvialuit rights to harvest is subject to laws of general application respecting public safety and conservation. Nothing in this section gives the Inuvialuit a proprietary interest in any wildlife. Subject to the qualifications set out in subsections (15) to (18), these harvesting rights include:

(a) the preferential right to harvest all species of wildlife, except migratory non-game birds and migratory insectivorous birds, for subsistence usage throughout the Western Arctic Region;

(b) the exclusive right to harvest furbearers, including black and grizzly bears, throughout the Western Arctic Region;

(c) the exclusive right to harvest polar bear and muskox throughout the Western Arctic Region; and

(d) the exclusive right to harvest game on Inuvialuit lands and if agreed on, other areas.

14. (7) Where harvesting rights are extended to other native peoples pursuant to subsections (15) to (18), their requirements as to subsistence usage shall be taken into account when setting subsistence quotas and the subsistence quotas and subsistence requirements of all the

name peoples shall be accommodated within conservation limits.

14. (8) Where in the exercise of their harvesting rights to harvest referred to in paragraphs (6) (c) and (d), the Inuvialuit permit persons other than natives to harvest, harvesting by those persons shall be subject to the laws of general application.

14. (9) Where in the exercise of their harvesting rights, the Inuvialuit permit native beneficiaries of adjacent land claims settlements to harvest wildlife within the Western Arctic Region, those beneficiaries shall be treated on the same basis as the Inuvialuit, subject only to providing reasonable notice to the Government of the Northwest Territories.

14. (10) For greater certainty, the Inuvialuit shall derive no gain or profit from the granting of permission to non-Inuvialuit to harvest furbearers, except where it is part of a reciprocal arrangement with beneficiaries of adjacent land claims settlements.

14. (11) Subject to the Migratory Birds Convention Act and any regulations thereunder, the Inuvialuit may sell the non-edible products of legally harvested game.

14. (12) Subject to the Migratory Birds Convention Act and regulations thereunder, the Inuvialuit may sell trade and barter game among Inuvialuit beneficiaries.

14. (13) Where native beneficiaries of adjacent land claims settlements acquire rights to game resources within the Western Arctic Region on the basis of traditional use and occupancy, those beneficiaries shall be permitted to exchange game products with the Inuvialuit on the same basis as that provided for the Inuvialuit under this Agreement. Where, in the final settlement of the land claims of adjacent native groups, provision is made for the exchange of game products with the Inuvialuit, the right of the Inuvialuit to exchange amongst themselves shall be extended to those other native beneficiaries.

14. (14) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, governments, including the Governments of the Yukon Territory and Northwest Territories, shall consult with COPE when proposing any legislative or administrative change with respect to the harvesting of wildlife, and shall endeavour to respect the views, positions and recommendations of COPE on any matter respecting the harvesting of wildlife by the Inuvialuit. Canada agrees that, during this period, the status quo will be maintained in respect of wildlife legislation and regulations, to the extent necessary to ensure that the rights in respect of wildlife that the Inuvialuit receive pursuant to the Settlement, and in particular those provided by sections 12 and this section, are not prejudiced.

14. (13) As provided in subsection 3(10), agreements may be entered into with native groups in adjacent land claims areas ~ ~ ~ ~ ~

14. (31) The Inuvialuit shall have the preferential right within the Inuvialuit Settlement Region to harvest fish for Subsistence usage --- and sale co other Inuvialuit. If Subsistence quotas are required to be set out in order to ensure conservation of the resource, they shall be set jointly by the Inuvialuit and the Government pursuant to subsections (61) to (72). Subsection 12(39) applies, with such modifications as the circumstances require, to the subsistence harvest of fish and marine mammals pursuant to subsection (29).

14. (32) The Inuvialuit, whether individuals, cooperatives, corporations or collectives, shall be issued, subject to restrictions imposed by harvestable quotas, non-transferable licences to harvest under the commercial quota for any waters within the Inuvialuit Settlement Region, including the offshore, a total weight of fish per species equal to the weight of the largest annual commercial harvest of that species from those waters taken by the Inuvialuit in the preceding three years.

14. (33) Where the Inuvialuit wish to commercially harvest fish beyond the amounts fixed by subsection (32), they shall be treated on the same basis as other applicants.

14. (34) The Government agrees to implement suitable arrangements for the IDC commercial fishery within the Inuvialuit Settlement Region in order to accommodate the special economic and marketing features of the fishery.

14. (35) For greater certainty, subsections (24) to (34) apply to the entire Inuvialuit Settlement Region.

#### Management Processes

14. (36) Within their respective jurisdictions, the governments having responsibility for wildlife management shall determine the harvestable quotas for wildlife species based on the principles of conservation and the following procedures:

(a) the Wildlife Management Advisory Council (NWT) shall determine the total allowable harvest for game according to conservation criteria and such other factors as it considers appropriate. The Council shall make its recommendations to the appropriate minister, who shall, if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter;

(b) in determining the total allowable harvest, conservation shall be the only consideration. For greater certainty, where the Inuvialuit have the exclusive right to harvest, they shall be entitled to harvest the total allowable harvest;

(c) for the purposes of management and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas for the wildlife referred to in paragraph (6)(a) shall be jointly established by the Inuvialuit and the governments having jurisdiction over species or species groups of subsistence value, as follows:

(i) within the total allowable harvest for game, the Wildlife Management Advisory Council (NWT) shall determine the subsistence quotas according to the criteria and factors it considers appropriate in addition to those referred to in subparagraph (ii). The Council shall make its recommendations to the appropriate minister who shall, if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter, and

(ii) in determining the subsistence quotas, the following criteria shall be taken into account by the Council or, where appropriate, the Porcupine Caribou Management Board, and the appropriate minister:

(A) the food and clothing requirements of the Inuvialuit,

(B) the usage patterns and levels of harvest of the Inuvialuit,

(C) the requirements for particular wildlife species for subsistence usage,

(D) the availability of the wildlife populations to meet subsistence usage requirements including availability of species from time to time,

(E) the projections for changes in wildlife populations, and

(F) the national and international obligations of Canada with respect to migratory game birds.

(g) the allocation of the Inuvialuit quotas amongst themselves shall be the responsibility of the Inuvialuit Game Council and Hunters and Trappers Committees.

14. (37) Recognizing the present restrictions of the Migratory Birds Convention Act, Canada undertakes to explore means to permit the Inuvialuit to legally hunt migratory game birds in the spring. Canada undertakes if and when implementing any amendments to that Act to develop in consultation with the Inuvialuit through the Wildlife Management Advisory Council (NWT) appropriate subsistence harvest regulations.

14. (38) Canada undertakes to endeavour to obtain changes to other international conventions and arrangements and to explore other alternatives in order to achieve greater flexibility in the use of wildlife resources by the Inuvialuit. Canada undertakes to consult the Inuvialuit Game Council prior to any new international agreements that might affect the harvesting of wildlife in the Inuvialuit Settlement Region.

14. (39) Canada undertakes to ensure that wildlife management and habitat management produce an integrated result with respect to migratory species with the Yukon Territory, the Northwest Territories and the adjacent offshore. In respect of migratory species that cross international boundaries, such as the Porcupine Caribou herd, Canada shall endeavour to include the countries concerned in cooperative management agreements and arrangements designed to maintain acceptable wildlife

(d) determine and recommend harvestable quotas for migratory game species referred to in subsections (39) and (40) where they are harvested by native peoples other than the Inuvialuit, whether inside or outside the western Arctic Region;

(e) review and advise the Government on any proposed Canadian position for international purposes that affects wildlife in the Western Arctic Region;

(f) review and advise the appropriate government on existing or proposed wildlife legislation;

(g) advise on measures required to protect habitat that is critical for wildlife or harvesting in the Western Arctic Region; and

(h) request from time to time, if appropriate, the participation of the local Hunters and Trappers Committees in the regulation of the subsistence harvest and the collection of subsistence harvest information.

#### Fisheries Joint Management Committee

14. (61) To assist Canada and the Inuvialuit in administering the rights and obligations relating to fisheries under this Agreement and to assist the Minister of Fisheries and Oceans in carrying out his responsibilities for the management of fisheries, the Minister of Fisheries and Oceans shall establish a Fisheries Joint Management Committee to advise him on matters relating to Inuvialuit and Inuvialuit Settlement Region fisheries.

14. (62) The Committee shall have a Chairman and four (4) members. The Inuvialuit Game Council and the Government shall each appoint two (2) members. The Chairman shall be appointed by the four (4) members. Through bilateral agreements between native groups, membership may be extended to include other native representatives who have recognized traditional interests within the Inuvialuit Settlement Region, provided that equal representation between government and Inuvialuit membership is maintained.

14. (63) The members of the Committee shall each have one (1) vote. The Chairman shall have a vote only in the case of a deadlock.

14. (64) The Committee shall among its other activities:

(a) review information on the state of fishing in waters on 7(1)(a) and 7(1)(b) lands and Crown lands in any areas where the Inuvialuit have an interest and fishery related activities on 7(1)(a) and 7(1)(b) lands;

(b) identify areas of waters on 7(1)(a) and 7(1)(b) lands where fishing has taken place and predict where fishing may in the future take place;

(c) determine current harvest levels;

(d) develop, maintain and control a public registration system for fishing in waters on 7(1)(a) and 7(1)(b) lands and for entry on 7(1)(b) lands for the purpose of fishing;

(e) restrict and regulate the public right to enter on 7(1)(b) lands for the purpose of fishing where such restriction and regulation is required for the conservation of a stock to prevent serious conflict with Inuvialuit activities, to prevent interference with other Inuvialuit use of the land to which they have title or to prevent unreasonable interference with Inuvialuit use and enjoyment of the land;

(f) deny entry to persons who abuse the right;

(g) allocate subsistence quotas among communities;

(h) determine the reporting requirements and review the role of the Hunters and Trappers Committees in regulating the subsistence harvest and collection of harvest statistics;

(i) make recommendations to the Minister of Fisheries and Oceans on subsistence quotas for fish, harvestable quotas for marine mammals, Inuvialuit commercial fishing, allocation of the preferential fishing licences to be granted under subsections (29) to regulations regarding sport and commercial fishing in waters on 7(1)(a) and (b) lands and the identification of waters where such fishing may be prohibited; and

(j) advise the Minister of Fisheries and Oceans on regulations, research policies and administration of fisheries generally affecting the Inuvialuit Settlement Region, and on any new international agreements being developed that might apply to Inuvialuit fisheries.

14. (65) Recommendations of the Fisheries Joint Management Committee pursuant to paragraph (64) shall be forwarded to the Minister of Fisheries and Oceans, who shall implement, vary or reject them.

14. (66) Where the Minister of Fisheries and Oceans varies or rejects a recommendation of the Fisheries Joint Management Committee he shall provide the Committee with written reasons therefor within thirty (30) days after the recommendation is made.

14. (67) On receiving the decision of the Minister of Fisheries and Oceans to vary or reject a recommendation of the Fisheries Joint Management Committee, the Committee shall consider the decision and within thirty (30) days submit a further recommendation to that Minister.

14. (68) On receiving the further recommendation of the Fisheries Joint Management Committee, the Minister of Fisheries and Oceans shall implement, vary or reject it.

14. (69) Where the Minister of Fisheries and Oceans varies or rejects the further recommendation of the Committee, he shall provide the Committee with written reasons for his decision within thirty (30) days after the recommendation is made.

14. (70) The Minister of Fisheries and Oceans may at any time request that the Fisheries Joint Management Committee provide him with a recommendation on any matter referred to in paragraph (64) and the Committee shall provide that Minister with such a recommendation within thirty (30) days after receiving the request.

## Research Advisory Council

14. (80) Comprehensive and continuous research and scientific investigation are required in the Inuvialuit Settlement Region to provide information on which decisions affecting wildlife and the environment can be based. Whenever possible, studies should be undertaken by existing public and private institutions.

14. (81) There shall be a central coordinating agency known as the the Research Advisory Council comprising all persons conducting research in the Inuvialuit Settlement Region who wish to participate.

14. (82) The Executive Committee of the Council shall have one (1) member from the Department of Fisheries and Oceans, one (1) from the Department of Environment, one (1) from the Department of Indian Affairs and Northern Development, one (1) from the Government of the Northwest Territories, one (1) from the Government of the Yukon Territory, one (1) from private industry, one (1) from the Association of Canadian Universities for Northern Studies and two (2) members designated by the Inuvialuit.

14. (83) The Executive Committee of the Council shall determine its own duties and functions and make its own by-laws and rules of procedure.

14. (84) The Research Advisory Council may:

(a) collect and \_\_\_\_\_ data, identify gaps therein and make recommendations on any research required, including research to complete the data base;

(b) at the request of government, industry, native groups or others, commission special studies, on a cost recovery basis, to fill particular needs;

(c) serve as a repository for research studies and other relevant information; and

(d) consider any other pertinent matter referred to it by the Executive Committee of the Council.

14. (85) The budget for the operation and maintenance of the staff and facilities of the Research Advisory Council shall be provided by the Government of the Northwest Territories.

14. (86) Travel and accommodation costs incurred by the members of the Research Advisory Council in carrying out their duties and functions shall be borne by the governments or bodies from which the Council members are drawn.

14. (87) Subject to any agreement between the Inuvialuit and the Dene/Metis and subject to subsection 11(8), it is agreed that the Dene/Metis traditional harvesters shall have the right to appoint one (1) voting member as an additional member on all regional Councils, Committees or Boards referred to in sections 11, 12 and this section. That member shall have a vote only on matters concerning species and the harvesting and habitat of species traditionally harvested by the Dene/Metis in the Inuvialuit Settlement Region. These rights shall be accorded to the Dene/Metis on condition that

they aced the same rights to the Inuvialuit. Where an additional member is appointed pursuant to this subsection, Canada shall have the right to designate or appoint its own additional member in order to obtain representation equivalent to that of the natives.

## FINANCIAL COMPENSATION

15. (1) In this section, "corporation" means the Inuvialuit Regional Corporation

15. (2) Canada shall make capital trader payments to the Corporation as financial compensation under this Settlement in accordance with the agreed schedule of payments set forth in Annex N, commencing December 31, 1984. Such payments are valued at \$45 million as of December 31, 1977.

15. (3) Where legislation allowing Canada to meet the schedule of payments set forth in Annex N is not in force, all outstanding amounts shall be increased at the rate of 8% compounded semi-annually until such time as the legislation comes into force.

15. (4) The corporation shall have the right to borrow any amount or amounts from Canada at any time or times commencing January 1, 1985, but such borrowing shall not, in the aggregate, including principal outstanding together with unpaid interest, exceed the Schedule of Maximum Amount Permitted to be Outstanding for the year set forth in Annex O and shall not exceed \$30 million in the aggregate in any fiscal year (April 1 to March 31).

15. (5) Interest on amounts borrowed pursuant to subsection (4) at 8% per annum calculated semi-annually, not in advance, shall be due and payable on December 31 of each year. Where the amount of principal outstanding on December 31 in any year is greater than the Maximum Amount Permitted to be Outstanding for the subsequent year, the difference shall be due and payable on December 31 of that year.

15. (6) The principal of any loan outstanding or any part thereof may be repaid at any time without notice, penalty or bonus.

15. (7) The corporation may exercise the right to borrow referred to in subsection (4) by giving to Canada four (4) months notice in writing setting out the amount required and the date on which it is required, and on that date Canada shall lend to the corporation the amount required.

15. (8) Canada shall have the right to set off amounts due to the corporation pursuant to Annex N against amounts of principal that become due and payable to Canada pursuant to subsection (4) and to garnish any interest due and payable

15. (9) It is recognized that since the execution of the Agreement in Principle, Canada has advanced to the Inuvialuit Development Corporation interest free loans in the amount of \$9,675,000.

16. (10) where the Inuvialuit, on their own initiative, submit a proposal for the right to engage in resource development on Crown lands, and that proposal is the best overall proposal the Inuvialuit shall be awarded the right.

16. (11) With respect to Crown lands and paragraph 7(1)(b) lands within the Inuvialuit Settlement Region, general guidelines d - J by governments relating to social and economic interests, including employment, education, training and business opportunities to Inuvialuit natives shall be considered and applied, as reasonably as possible, to each application for exploration, development or production rights.

16. (12) The Inuvialuit land Administration and the holders of rights on Inuvialuit lands may voluntarily conclude cooperation agreements with regard to the objectives referred to in subsection (11) and such other matters as they consider appropriate. To the extent that those agreements conform with government requirements, the government may accept them as sufficient to satisfy its approval process.

16. (13) The Inuvialuit Development Corporation may at any time hold up to ten prospecting permits and twenty-five mining - under appropriate legislation, and those permits and claims are subject to the following conditions:

(a) the requirements for exploratory and representation work shall be modified in such a way that prospecting and exploration can be carried out without necessarily incurring significant financial outlays or obligations;

(b) an exploration program must be carried out and results reported in accordance with the regulations applicable from time to time; and

(c) all royalties and payments in lieu of royalties with respect to mining or exploration shall be waived for the first fifteen years of production, starting with the initial year in which royalties would be paid for the first ten productive mineral leases taken out by the Inuvialuit Development Corporation in the Inuvialuit Settlement Region.

16. (14) Canada shall issue to the Inuvialuit, from time to time, non-use coal permits, free of royalty and other charges, to explore, develop and mine coal in the Inuvialuit Settlement Region for community use and regional industrial use by the Inuvialuit Development Corporation, under the Territorial coal Regulations.

## INUVIALUIT SOCIAL DEVELOPMENT PROGRAM

17. (1) It is acknowledged that the health, education, housing and standards of living of the Inuvialuit need to be improved. Canada agrees to provide special funding as described in subsection (3) to contribute to the accomplishment of these social goals by the Inuvialuit.

17. (2) The Inuvialuit Social Development Program shall pertain to social concerns such as housing, health,

welfare, mental health, education, elders and the maintenance of traditional practices and perspectives within the Inuvialuit Settlement Region.

17. (3) Canada shall establish a Social Development Fund and shall deposit therein \$7.5 million. The Fund shall be incorporated, non-profit and tax exempt.

17. (4) The Social Development Fund shall be used with a view to satisfying the social concerns set out in subsection (2) and shall be administered by trustees designated by the Inuvialuit Regional Corporation from time to time. The Fund shall be administered by COPE until such time as the trustees are so designated.

## ARBITRATION

### Definitions

18. (1) [in this section,

"Court" has the meaning given that term by the *Judicature Ordinance* of the Northwest Territories or its successor;

"Inuvialuit" includes Inuvialuit acting individually, collectively or through duly authorized representatives;

"Judge" has the meaning given that term by the *Judicature Ordinance* of the Northwest Territories or its successor;

"panel" means a panel of the Arbitration Board formed pursuant to this section.

### Arbitration Board

18. (2) A quasi-judicial arbitration body hereby established to be known as the Arbitration Board.

18. (3) The Arbitration Board shall have eleven (11) members including a Chairman and a Vice-Chairman.

18. (4) Canada shall appoint five (5) members of the Arbitration Board, among whom shall be the Chairman and the Vice-Chairman. The Chairman and Vice-Chairman must, however, be acceptable to the Inuvialuit and industry. Of the three (3) other members appointed by Canada, each of the Government of the Northwest Territories and the Government of the Yukon Territory shall designate one. Where the parties cannot agree on a Chairman or Vice-Chairman or both, the Chief Justice of either of the Territories may appoint a Chairman or Vice-Chairman or both at the request of one of the parties.

18. (5) Each of the Inuvialuit and industry shall appoint three (3) members of the Arbitration Board.

18. (6) For the purposes of subsections (4) and (5), "industry" means the five (5) largest commercial and industrial entities in the Inuvialuit Settlement Region with regard to assets, but not more than two (2) of such entities shall be controlled by Inuvialuit.

18. (7) Each member shall be remunerated and replaced by the party that appointed him. The term of office of all members including the Chairman and the Vice-

judge may remove the member and may require the party who named the member to appoint a replacement.

18. (24) Where any member of a panel refuses to act, is removed or is incapable of acting and the party having the right to appoint a person to fill the vacancy has not made the appointment, the panel may continue without the member and has the like power to act and to make an award as if it were fully constituted.

18. (25) The Arbitration Board may:

- (a) administer oaths and solemn affirmations to the parties and witnesses;
- (b) subpoena witnesses or documents;
- (c) state an award to the whole or any part of the dispute;
- (d) correct any clerical mistake, error or omission in an award; and
- (e) require a special study on the issue by the Research Advisory Council established by subsection 14(81).

18. (26) Witnesses shall be examined under oath or solemn affirmation.

#### Award and Costs

18. (27) The panel shall make its award in writing within three months after the hearing or at any other date to which all the parties to the arbitration agree in writing.

18. (28) Notice of the award shall be delivered to all parties to the arbitration and shall be enforced in the same manner as a judgement or an order of a Court.

18. (29) Subject to subsection (31), the award of the Arbitration Board is final and binding on all parties and on any persons claiming under the parties.

18. (30) The costs of the arbitration are at the discretion of the Arbitration Board and the Board may direct by whom and in what manner the costs or any part thereof shall be paid.

#### Review

18. (31) The award of the Arbitration Board is subject to review by the Federal Court of Appeal under section 28 of the Federal Court Act.

#### Jurisdiction of Board

18. (32) The Arbitration Board shall have jurisdiction to arbitrate any difference between the Inuvialuit and Industry or Canada as to the meaning, interpretation, application or implementation of this Agreement.

18. (33) It is agreed that this arbitration process shall not apply to the rights of any other native group confirmed by any other settlement legislation without their consent. It is further agreed that the arbitration process is without prejudice to the right of other native peoples to determine, in their land claims settlements, the ap-

propriate mechanism for resolving disputes involving their rights.

18. (34) Nothing in this Agreement precludes the Council for Yukon Indians, the Inuvialuit and Canada from adopting, at a future date, an arbitration process to include Old Crow beneficiaries with the Inuvialuit on any Arbitration Board to deal with the rights of Old Crow beneficiaries and Inuvialuit beneficiaries in the Yukon north of the Porcupine and Bell Rivers.

18. (35) The Arbitration Board shall also have jurisdiction to arbitrate the following matters:

- (a) enrolment disputes (subsection 5(7));
- (b) disputes relating to the following land matters:
  - (i) municipal needs (subsections 7(61) to (63)),
  - (ii) requirements for roads (subsection 7(64)),
  - (iii) De Salis Bay land selection (subsections 7(65) to (69)),
  - (iv) Pingo Landmark (subsections 7(70) to (76)), and
  - (v) Nelson Head Landmark (subsections 7(77) to (81));
- (c) conflicting subsurface resource claims (subsection 7(12));
- (d) sand and gravel disputes (subsections 7(27) to (42));
- (e) compensation for land taken for meteorological stations (subsection 7(87));
- (f) expropriation of Inuvialuit lands (subsections 7(50) to (58)) and, more particularly,
  - (i) whether alternative land exists,
  - (ii) valuation and compensation, and
  - (iii) other matters, including costs;
- (g) the terms and conditions of Participation Agreements (section 10); and
- (h) wildlife compensation awards, recommendations and decisions (section 13).

#### AGREEMENT APPROVAL PROCESS

19. (1) The purpose of this section is to set out the process to be followed by Canada and COPE in seeking approval of this Agreement. The parties agree that the principles guiding this process are:

- (a) that best efforts are to be made to ensure that all Inuvialuit eligible to vote on the approval of this Agreement are informed of that right;
- (b) that best efforts are to be made to explain to all Inuvialuit eligible to vote on the substance and effect of this Agreement; and
- (c) that the voting process is to be conducted in a fair and proper manner.

19. (2) When agreement has been achieved between the negotiators of Canada and COPE on all substantive

19. (18) The Voting Process shall afford all eligible voters a reasonable opportunity to vote on whether to approve the signing of this Agreement.

19. (19) There shall be a confidential approval process as follows:

(a) the Approval Authority shall prepare an official ballot written in English, French and two dialects of Inuvialuktun; such ballots shall be numbered but shall be untraceable to an individual;

(b) counting of the ballots shall be done in a manner consistent with federal electoral procedures, where appropriate;

(c) any individual on the Official Voters List may submit his vote in one of the following ways

(i) by mail, if the ballot is signed in the presence of a Commissioner of Oaths,

(ii) to an official in each community duly authorized by the Approval Authority to receive ballots, or

(iii) to the voting officials, being one from COPE one from Canada and one from the Government of the Northwest Territories, who shall together visit each of the communities on specified dates to receive ballots;

(d) notice of the commencement of voting shall be given at least fifteen (15) days in advance by posting in a public place in each of the communities of Inuvik, Akjavik, Paulatuk, Sachs Harbour, Tuktoyaktuk and Hofnran. Notification shall be given to eligible voters by registered mail or such other means as Canada considers appropriate and necessary; and

(e) a closing date for voting shall be determined by the Approval Authority, to be not later than seven (7) days after completion of the tour of the communities by the voting officials. The closing date shall be included in the notice referred to in paragraph (d).

19. (20) Canada and COPE agree that this Agreement shall be considered to be approved by the Inuvialuit if:

(a) at least two-thirds of the voters approve this Agreement; and

(b) the number of such voters is greater than 50% of the eligible voters on the Official Voters List.

19. (21) The results of the voting shall be published by the Approval Authority in the communities identified in paragraph (19)(d) by such means as Canada considers appropriate and necessary.

19. (22) The Directors of COPE shall verify this Agreement, authorize signing by COPE where the results of the vote permit it and appoint signatories on behalf of COPE.

19. (23) The costs incurred by Canada, COPE and the Government of the Northwest Territories in conducting the approval process set out in this section shall be borne by Canada.

## TRANSITIONAL AND CONSEQUENTIAL PROVISIONS

20. (1) This Agreement is not intended to inhibit or advance the devolution or transfer of the jurisdiction or powers of Canada on or to the Government of the Yukon Territory or the Government of the Northwest Territories.

20. (2) Canada agrees that, where its jurisdiction or powers devolve on or are transferred to other governments, it shall ensure that such devolution or transfer does not prejudicially affect the carrying out of its obligations under this Agreement.

20. (3) It is acknowledged that the governments affected by this Agreement have agreed that, pending the coming into force of the Settlement Legislation they shall not act in a manner inconsistent with this Agreement and, in particular, with sections 11, 12 and 14 thereof.

# ANNEX A-1

[Adjusted Boundary]

## Description of the Inuvialuit Settlement Region

That region described as follows:

Commencing at the point of intersection between the Yukon Territory/Alaska boundary and the shore of the Beaufort Sea;

thence southerly **along** said boundary to its intersection with the line of the watershed separating the streams flowing into the Porcupine River from those flowing into the Mackenzie River and the Beaufort Sea. Said intersection being at approximate  $68^{\circ}33'25''$ ;

thence easterly **and** southerly along said line of watershed to a point on the Yukon Territory/Northwest Territories boundary on the trail across the portage in McDougall Pass between the Ret and Bells Rivers at approximate latitude  $67^{\circ}42'48''$  and approximate longitude  $136^{\circ}27'16''$ ;

thence **north** along the Yukon/NWT boundary to its intersection with latitude  $68^{\circ}13'$ ;

thence easterly along **saki** parallel to the west shoreline of the East Channel of the Mackenzie River at approximate longitude  $133^{\circ}46'06''$  W;

thence northerly along the west shoreline to its intersection with latitude  $68^{\circ}25'N$ ;

thence easterly along said parallel to its intersection with longitude  $132^{\circ}00'W$ ;

thence southerly along said longitude to its intersection with latitude  $68^{\circ}00'N$ ;

thence easterly along said parallel to its intersection with approximate longitude  $120^{\circ}40'S1''W$ , such longitude being determined by the intersection of the shoreline of Amundsen Gulf with the mouth of the Wash River being the eastern portion of the Paulatuk 7(1)(b) land selections;

thence **north** along said longitude to its intersection with the shoreline of Amundsen Gulf;

thence easterly in a straight line to the point of intersection of the northerly bank of the Kugalak River at the shoreline of Penny Bay in Amundsen Gulf;

thence **generally** easterly following said northerly bank to its intersection with longitude  $116038^{\circ}10'$  at approximate latitude  $69038'$ ;

thence **northwesterly** in a straight line to the intersection of latitude  $69^{\circ}53'20''$  and longitude  $117008'40''$ ;

thence northerly in a straight line to the intersection of latitude  $70^{\circ}00'$  and longitude  $117007''$ ;

thence easterly along latitude  $70000'$  to its intersection with longitude  $112^{\circ}S3''$ ;

thence southerly in a straight line to its intersection with latitude  $69^{\circ}50'$ ;

thence easterly along latitude  $69^{\circ}S0'$  to its intersection with longitude  $112039'$ ;

thence northerly along longitude  $112^{\circ}39'$  to a point of intersection of longitude  $112^{\circ}39'$  at the shoreline of Quunguq Lake at approximate latitude  $69^{\circ}51'$ ;

thence easterly, northerly and westerly following the sinuosities of the shoreline of said Lake to a point of intersection of longitude  $112^{\circ}30'$  at approximate latitude  $69^{\circ}54'500''$ ;

thence northerly along longitude  $112^{\circ}30'$  to its intersection with latitude  $70^{\circ}00'$ ;

thence easterly along said parallel to its intersection with longitude  $110^{\circ}00'W$ ;

thence northerly along said longitude to its intersection with latitude  $80^{\circ}00'N$ ;

thence westerly along said parallel to its intersection with longitude  $1410$ ;

## ANNEX A-2

[Original - j

### Description of the Inuvialuit Settlement Region

That region described as follows:

Commencing at the point of intersection between the Yukon Territory/Alaska boundary and the shore of the Beaufort Sea;

thence southdy along said boundary to its intersection with the line of the watershed separating the streams flowing into the Porcupine River from those flowing into the Mackenzie River and the Beaufort Sea, said intersection being at approximate  $68^{\circ}33'23''$ ;

thence easterly and southerly along said line of watershed to a point on the Yukon Territory/NWT boundary on the trail across the portage in McDougall Pass between Rat and Bell Rivers at approximate latitude  $47^{\circ}42'04.80''$  and approximate longitude  $136^{\circ}27'16''$ ;

thence north along the Yukon/NWT boundary to its intersection with latitude  $68^{\circ}13'$ ;

thence easterly along said parallel to the west shoreline of the East Channel of the Mackenzie River at approximate longitude  $133^{\circ}46'06''$  W;

thence northerly along the west shoreline to its intersection with latitude  $68^{\circ}25'N$ ;

thence easterly along said parallel to its intersection with longitude  $132^{\circ}00'W$ ;

thence southdy along said longitude to its intersection with latitude  $68^{\circ}00'N$ ;

thence easterly along said parallel to its intersection with longitude  $121^{\circ}10'W$ ;

thence south-easterly to the point  $67^{\circ}00'N$  latitude and  $119^{\circ}00'W$  longitude;

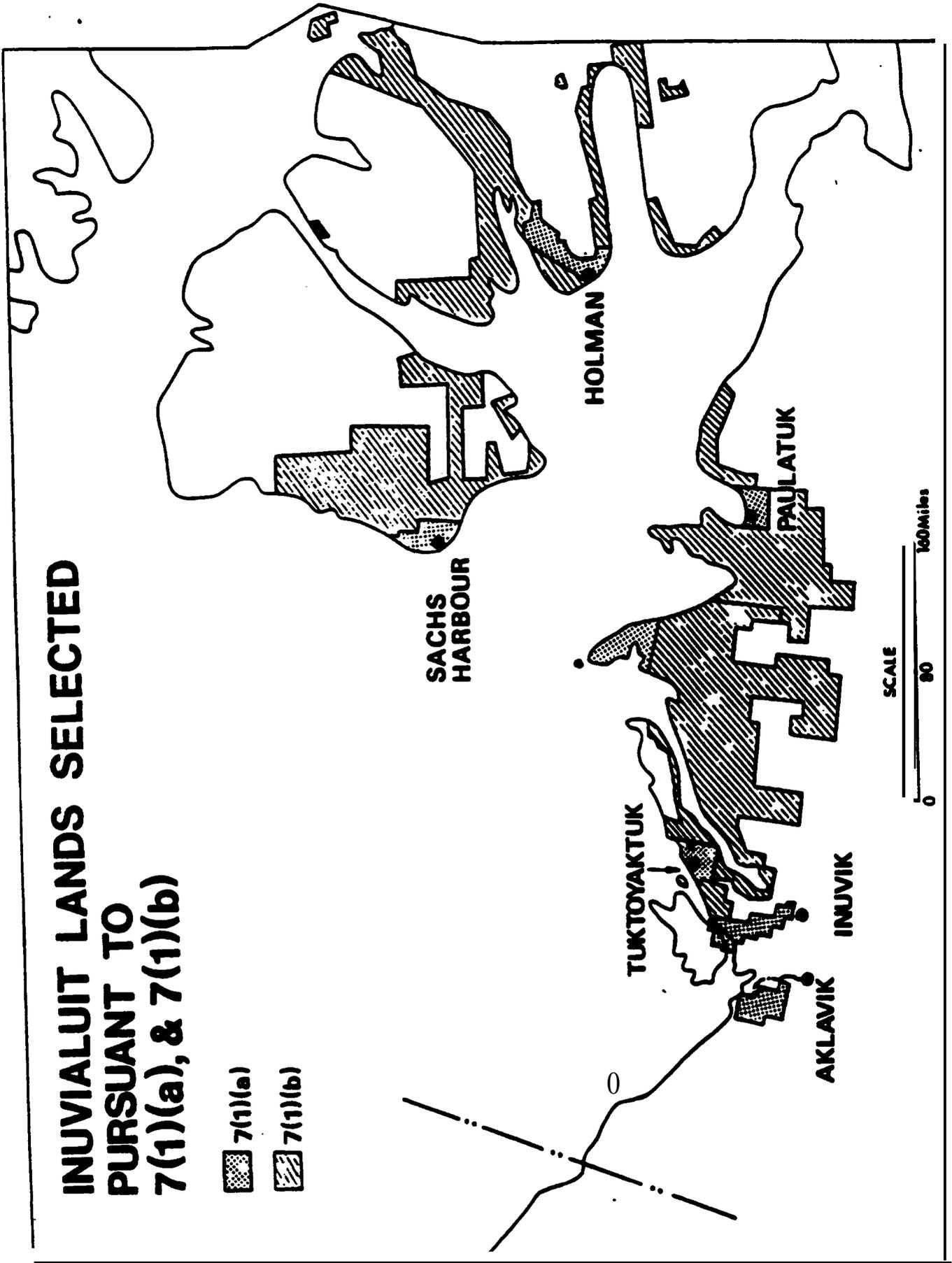
thence north along said longitude to its intersection with latitude  $69^{\circ}00'N$ ;

thence easterly along said parallel to its intersection with longitude  $110^{\circ}00'W$ ;

thence northerly along said longitude to its intersection with latitude  $80^{\circ}00'N$ ;

thence westerly along said parallel to its intersection with the Canada/United States boundary;

thence southdy along said boundary to the point of commencement.



# ANNEX D-1

## Cape Bathurst 7(I)(a) Land

In the Northwest Territories:  
in the District of Mackenzie and the District of Franklin:

As that parcel of land more particularly described as follows: as topographic features hereinafter referred to being according to edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources at Ottawa; edition 3 of the Malloch Hill map sheet number 97F, the Cape Dalhousie map sheet number 107E and edition 2 of the Stanton map sheet number 107D, the last 3 map sheets being of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of the latitude  $69^{\circ}59'00''\text{N}$  with the shoreline of Liverpool Bay at approximate longitude  $128^{\circ}20'32''\text{W}$ ;

thence northerly and northeasterly along the sinuosities of the shoreline of Liverpool Bay and Harrowby Bay to a point being the intersection of said shoreline with latitude  $70^{\circ}12'40''\text{N}$  at approximate longitude  $127^{\circ}31'15''\text{W}$ ;

thence easterly along latitude  $70^{\circ}12'40''\text{N}$  to its intersection with the shoreline of Harrowby Bay at approximate longitude  $127^{\circ}29'45''\text{W}$ ;

thence northwesterly, northerly and southeasterly along the sinuosities of the shoreline of Harrowby Bay, Liverpool Bay, Amundsen Cuff and Franklin Bay to a point being the intersection of the western shoreline of Franklin Bay with latitude  $69^{\circ}59'00''\text{N}$  at approximate longitude  $126^{\circ}53'06''\text{W}$ ;

thence westerly along latitude  $69^{\circ}59'00''$  to the point of Commencement

### INCLUDING

Baillie Islands and islands which lie in whole or in part within two miles of the above described shoreline and containing about 801 square miles.

**Area Number Two**

Being the arm described as follows:

Commencing at a point being the intersection of longitude  $132^{\circ}45'00''W$  with the northerly shoreline of the Eskimo (Husky) Lakes at approximate latitude  $69^{\circ}15'05''N$ :

thence south along longitude  $132^{\circ}45'W$  to its intersection with latitude  $69^{\circ}00'N$ ;

thence in a southeasterly direction to a point being the intersection of longitude  $132^{\circ}15'W$  and latitude  $68^{\circ}45'N$ :

thence north along longitude  $132^{\circ}15''W$  to its intersection with latitude  $69^{\circ}00'N$ ;

thence in a northeasterly direction to a point being the intersection of latitude  $69^{\circ}15'N$  and longitude  $131^{\circ}04'W$ :

thence easterly along latitude  $69^{\circ}15'N$  to its intersection with longitude  $131^{\circ}30'W$ ;

thence south along longitude  $131^{\circ}30'W$  to its intersection with the latitude  $68^{\circ}28'N$ ;

thence easterly along latitude  $68^{\circ}28'N$  to its intersection with longitude  $130^{\circ}30'W$ ;

thence north along longitude  $130^{\circ}30'W$  to its intersection with latitude  $69^{\circ}00'N$ ;

thence easterly along said latitude  $69^{\circ}00'N$  to its intersection with longitude  $129^{\circ}30'W$ ;

thence northerly along longitude  $129^{\circ}30'W$  to its intersection with latitude  $69^{\circ}12'N$ ;

thence easterly along latitude  $69^{\circ}12'N$  to its intersection with longitude  $128^{\circ}42'30''W$ ;

thence south along longitude  $128^{\circ}42'30''W$  to its intersection with the latitude  $68^{\circ}36'N$ ;

thence westerly along latitude  $68^{\circ}36'N$  to its intersection with longitude  $129^{\circ}20'W$ ;

thence north along longitude  $129^{\circ}20'W$  to its intersection with latitude  $68^{\circ}48'N$ ;

thence westerly along latitude  $68^{\circ}48'N$  to its intersection with longitude  $129^{\circ}45'W$ ;

thence south along longitude  $129^{\circ}45'W$  to its intersection with latitude  $68^{\circ}15'N$ ;

thence easterly along latitude  $68^{\circ}15'N$  to its intersection with longitude  $127^{\circ}45'W$ ;

thence north along longitude  $127^{\circ}45'W$  to its intersection with latitude  $68^{\circ}30'N$ ;

thence easterly along latitude  $68^{\circ}30'N$  to its intersection with longitude  $127^{\circ}30'W$ ;

thence north along longitude  $127^{\circ}30'W$  to its intersection with latitude  $69^{\circ}00'N$ ;

thence westerly along latitude  $69^{\circ}00'N$  to its intersection with longitude  $128^{\circ}00'W$ ;

thence north along longitude  $128^{\circ}00'W$  to its intersection with latitude  $69^{\circ}30'N$ ;

thence easterly along said latitude  $69^{\circ}30'N$  to its intersection with longitude  $127^{\circ}15'W$ ;

thence south along longitude  $127^{\circ}15'W$  to its intersection with latitude  $69^{\circ}21'N$ ;

thence easterly along latitude  $69^{\circ}21'N$  to its intersection with longitude  $127^{\circ}00'W$ ;

thence south along longitude  $127^{\circ}00'W$  to its intersection with latitude  $69^{\circ}10'N$ ;

thence easterly along latitude  $69^{\circ}10'N$  to its intersection with longitude  $126^{\circ}35'W$ ;

thence south along longitude  $126^{\circ}35'W$  to its intersection with latitude  $69^{\circ}05'N$ ;

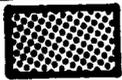
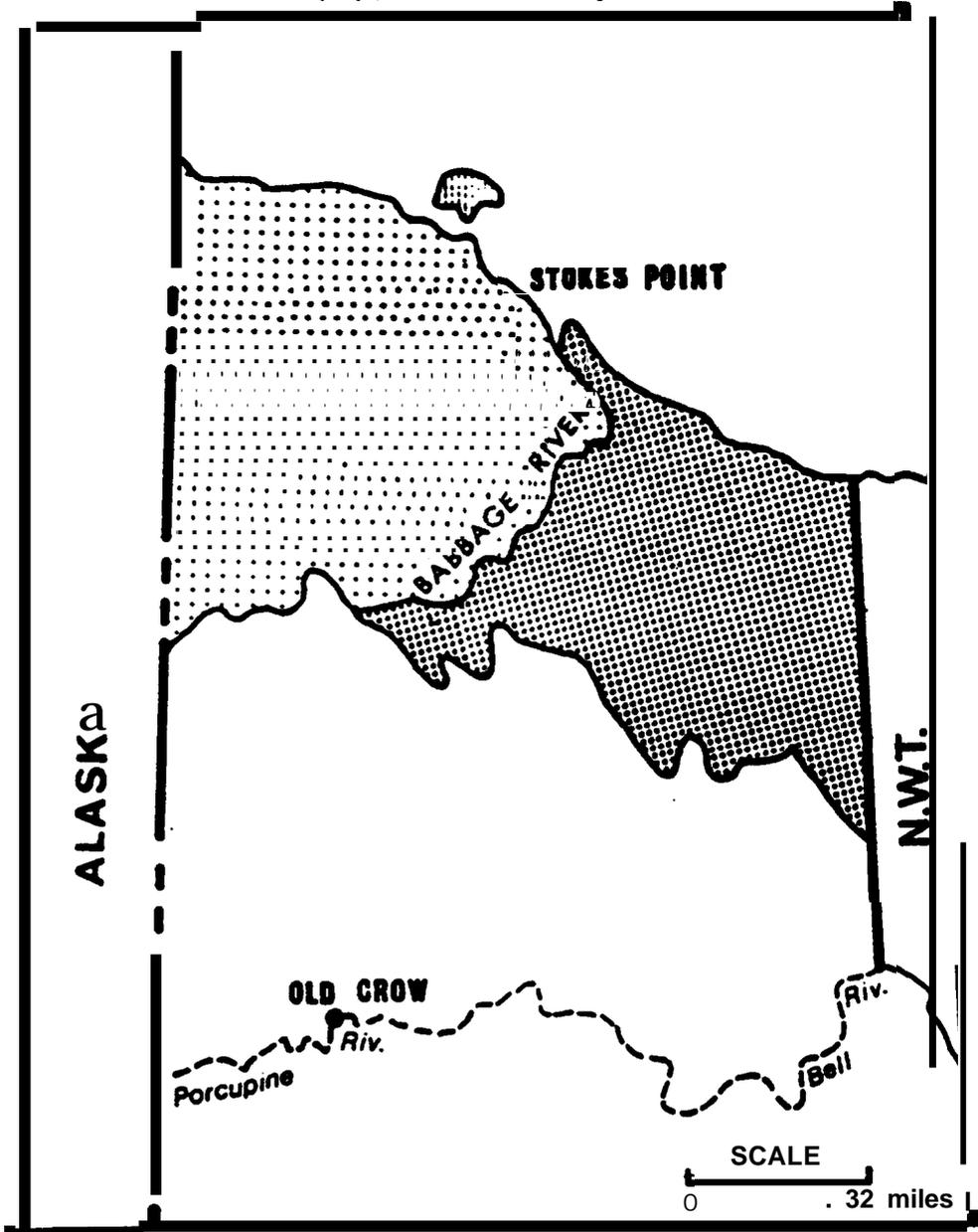
thence easterly along latitude  $69^{\circ}05'N$  to its intersection with longitude  $126^{\circ}20'W$ ;

thence south along longitude  $126^{\circ}20'W$  to its intersection with latitude  $69^{\circ}00'N$ ;

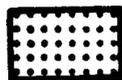
thence easterly along said latitude  $69^{\circ}00'N$  to its intersection with longitude  $126^{\circ}00'W$ ;

# YUKON NORTH SLOPE

(Approximate only)



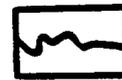
**EASTERN PORTION NORTH SLOPE**



**WESTERN PORTION NORTH SLOPE**



**TERRITORIAL PARK**



**WATERSHED BOUNDARY**



**SOUTHERN BOUNDARY OF LAND WITHDRAWAL**

thence due north along said boundary to the shore of Mackenzie Bay of the Beaufort Sea at a point approximate latitude 68° 52' 30" and longitude 136° 27' 00";

thence in a northerly direction along the shore of the Beaufort Sea to a point on the International Boundary between Alaska and the Yukon Territory at approximate latitude 69° 39' 00" and longitude 141° 00' 00".

thence due south along the said International Boundary to the point of commencement.

**Secondly,**

The islands within three statute miles of the shore of the Beaufort Sea west of the boundary between the Yukon Territory and the Northwest Territories, and Herschel Island.

SAVING EXCEPTING AND RESERVING thereout and therefrom all lands and buildings shown as reserved for any department of the Government of Canada or for the Government of the Yukon Territory or for the Northern Canada Power Commission in the Territorial Lands Property Registers in the Land Management Division of the Northern Affairs Program of the Department of Indian Affairs and Northern Development at Ottawa.

SAVING EXCEPTING AND RESERVING thereout and therefrom all lands within a radius of two miles from the southwest corner of Lot 1, Group 1302, in the settlement of Old Crow, as said Lot is shown on plan of record number 42622 in the Canada Lands Surveys Records at Ottawa.

**Part Two**

In the Yukon Territory, in Group 1302, all that strip of land lying four and five tenths metres on either side of the centre line of an electrical power distribution line extending from The Yukon Electrical Company Limited's power house in the Settlement of Old Crow approximately five and six tenths kilometres to the Canadian National Railway Company's Microwave Station on Crow Mountain, as the centre line of the said distribution line is shown on drawing number 6312 of record on file number 8"3"1302-04 in the Land Management Division of the Department of Indian Affairs and Northern Development at Ottawa.

SAVING EXCEPTING AND RESERVING thereout and therefrom all mines and minerals whether solid, liquid or gaseous, and the right to work the same.

# ANNEX F-1

## Aklavik 7(1)(a) Land

[In the Northwest Territories:  
in the District of Mackenzie:  
in the Mackenzie Oeltm “

ALL that parcel of land in the Mackenzie Oelta according to adition 1 of the National Topographic Series Maps of Aklavik -1078 and Bow River - 117A, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, Ottawa, said parcel may be more particularly described as follows

Commencing at a point on the Northwest Territories - Yukon Territory boundary at latitude 68°46' and approximate longitude 136°27' 16”;

thence easterly along latitude 68°46' to its intersection with longitude 135°40’;

thence south along longitude 135°40' to its intersection with latitude 68°35’;

thence easterly along latitude 68°35' to its intersection with longitude 133°30’;

thence south along longitude 133°30' to its intersection with latitude 68°32’;

thence easterly along latitude 68°32' to its intersection with longitude 135°25’;

thence south along longitude 135°25' to its intersection with latitude 68°20’;

thence westerly along latitude 68°20' to its intersection with longitude 135°15’;

thence north along longitude 135°15' to its intersection with latitude 68°30”;

thence westerly along latitude 68°30' to its intersection with the Yukon Territory - Northwest Territories boundary, at approximate longitude 136°27'16”;

thence north along said boundary to the point of commencement;

said parcel containing about 643 square miles.

thence westerly along latitude 68°46' to the point Of commencement

*Fifthly*, (according to said map 107EV13VO

Commencing at the point on the southwesterly bank of Shallow Say at latitude 68°46' and approximate longitude 135°41 'SO ".

*Sixthly*, (according to said maps 107EV13W and 107B/12WI

Commencing at a point on the southwesterly bank of Shallow Bay at longitude 135°40' and approximate latitude 68°45'S00;

thence southeasterly, northwesterly and southwesterly along the sinuosities of the banks of Shallow Bay. Hvatum channel and an unnamed channel to a point at longitude 1340" and approximate latitude 68°45' 13";

thence north along longitude 135°40' to the point of commencement.

*Seventhly*, (according to said maps 107B/13W and 107W12W)

Commencing at a point on the south bank of an unnamed channel at longitude 135°40' and approximate latitude 68°45' 10-;

thence southeasterly and southwestly along the bank of said unnamed channel to a point at longitude 135°40' and approximate latitude 68°44';

thence "north along longitude 135°40' to the point of commencement;

*Eighthly*, (according to said map 107B/12W)

Commencing at a point on the westerly bank of an unnamed channel at longitude 135°40' and approximate latitude 68°43' 35 -;

thence in a general southerly direction along said unnamed channel and Hvatum Channel to a point on the west bank of Hvatum Channel at latitude 68°3S and approximate longitude 135°368;

thence westerly along latitude 68°35' to its intersection with longitude 135°40';

thence north along longitude 135°40' to the point of commencement

*Ninthly*, (according to said map 107B/12W)

Commencing at the point of intersection of the easterly bank of Hvatum Channel with latitude 68°3S' approximate longitude 135°35' 45

thence northerly following said easterly bank to its intersection with the southerly bank of an unnamed stream at approximate latitude 68°35' 04 " and approximate longitude 135°35'45";

thence easterly and northeasterly following the said southerly bank to its intersection with the southerly bank of Leland Channel at approximate latitude 68°35' 20" and approximate longitude 135°32'30?

thence southeasterly following the southerly bank of said Channel to its intersection with latitude 68°35' at approximate longitude 135°31' 30";

thence westerly along parallel of latitude 68°35' to the point of commencement;

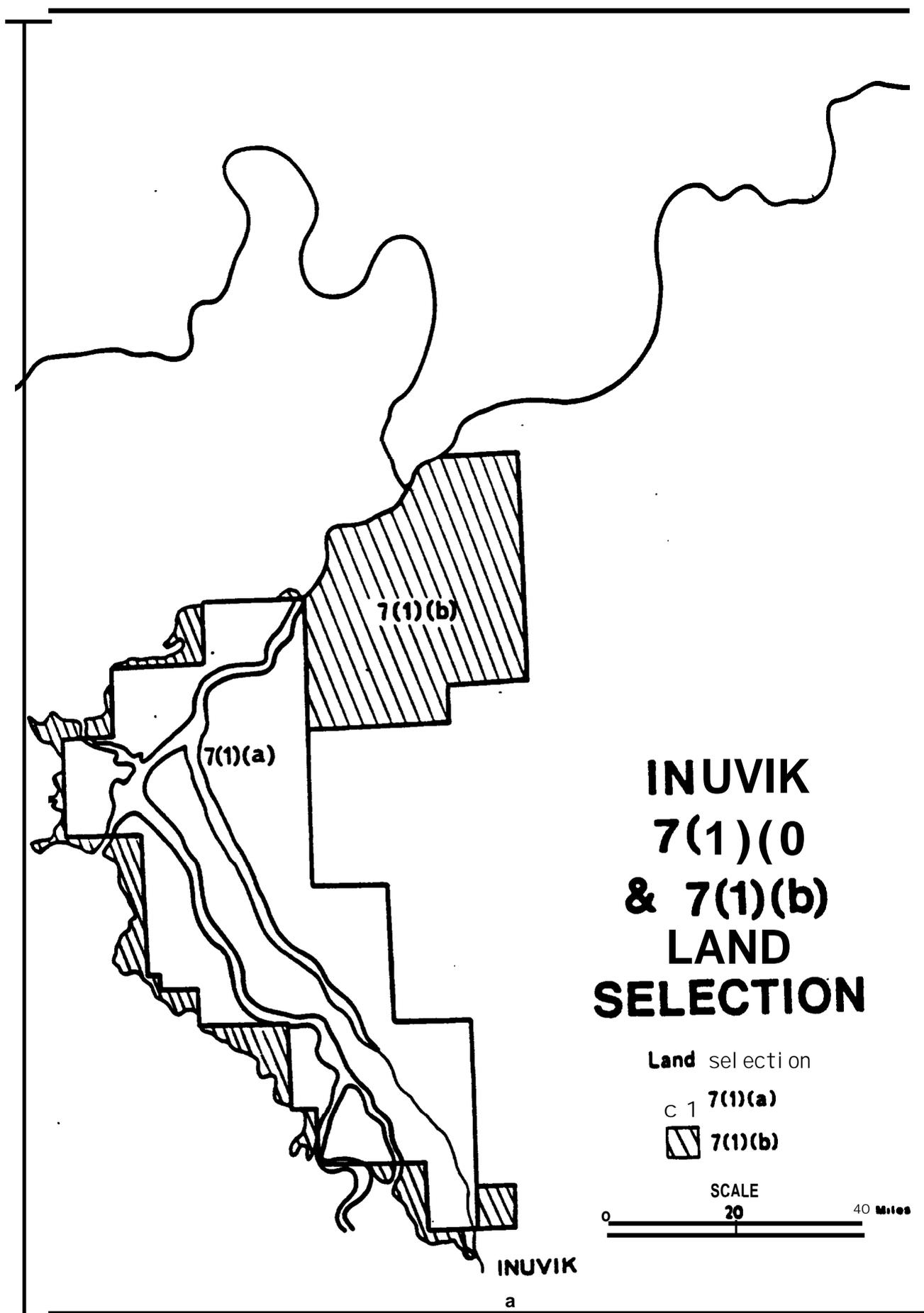
*Tenthly*, according to said map 107B/12E)

Commencing at the point of intersection of latitude 68°32' and longitude 135°30';

thence north along said longitude to its intersection with the southerly bank of Leland Channel at approximate latitude 68°34' 40";

thence generally southerly following Sakf bank to intersection with longitude 135°25 at approximate latitude 68°32' 01 " ;

thence south along longitude 135°25' to its intersection with latitude 68°32';



# ANNE? (G2)

## Inuvik 7(1)(b) Land

In the Northwest Territories:  
in the District of Mackenzie:  
in the Mackenzie Delta:

All those parcels of lands in the Mackenzie Delta according to edition 1 of the National Topographic Series Maps of Tununuk - 107C/3E and 107C/3W, Ellice Island - 107C/4E, Shallow Bay - 1076/13E, Wolverine Lakes - 1078/14W, Reindeer Station - 1078/11E and 107B/11W, Schooner Channel 107B/6E and Inuvik - 1073/7 produced at a scale of 150,000. as said parcels may be more particularly described under Firstly to Eleventhly as follows

**Firstly, (according to said Map 107C/3E produced by the Army Survey Establishment, R.C.E., Ottawa)**

Commencing at the point of intersection of the westerly bank of Mackenzie River with latitude 69°10'30" and approximate longitude 134°16';

thence northerly to a point on the southerly bank of an unnamed stream at approximate latitude 69°11' and approximate longitude 134°16';

thence southwesterly following the said bank of said stream to its intersection with latitude 69°10'30" and approximate longitude 134°19'20";

thence easterly along said latitude 69°10'30" to the point of commencement

**Secondly, (according to said Map 107C/3W produced by said Army Survey Establishment)**

Commencing at the point of intersection of an unnamed creek with latitude 69°06' at approximate longitude 134°51';

thence northwesterly following said creek to its intersection with the shoreline of an unnamed lake at approximate latitude 69°06'00" and approximate longitude 134°51'03";

thence generally easterly and northerly following said shoreline of said lake to its intersection with latitude 69°10'30" at approximate longitude 134°39';

thence easterly along latitude 69°10'30" to its intersection with longitude 134°35';

thence south along longitude 134°35' to its intersection with latitude 69°06';

thence westerly along latitude 69°06' to the point of commencement;

**Thirdly, (according to said map 107C/3W produced by said Army Survey Establishment)**

Commencing at the point of intersection of latitude 69°01' and longitude 134°53'45"

thence westerly along latitude 69°01' to its intersection with the easterly bank of an unnamed stream at approximate longitude 134°58'20";

thence northerly following said bank of said stream to a point on the southerly bank of an unnamed channel that leads to the East Channel of Mackenzie River, said point being at approximate latitude 69°03'33" and longitude 134°59'55";

thence generally northeasterly following said bank of said unnamed Channel to its intersection with longitude 134°53'45" at approximate latitude 69°04'55";

thence south along longitude 134°53'45" to the point of commencement;

**Fourthly, (according to said maps 10W3W, 107V4E and 107W13E produced by said Army Survey Establishment)**

thence southerly and generally easterly following the sinuosities of Said bank to its intersection with latitude 68°S4' at approximate longitude 134°S5'15".

thence westedy along latitude 68°54' to the point of commencement

**Seventhly**, (according to said maps 107V14W and 1073/11 W reproduced by said Army Survey Establishment and by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources. ottawaJ

Commencing at the point of intersection of latitude 68°54' and longitude 134°47' 30",

thence westedy along latitude 68°54' to its intersection with the easterly bank of Reindeer Channel at approximate longitude 134°04',

thence southwesterly following the bank of said Channel to the mouth of an unnamed creek at ap.

- - - 1 3 4 % 6 ' ;

thence generally southerly following said creek to its intersection with an unnamed stream at approximate latitude 68°48' and longitude 134°S0';

thence westerly across said stream to the mouth of unnamed creek at approximate latitude 68°48' and approximate longitude 134°50'45";

thence generally southwesterly following said unnamed creek in the mouth of Axd Creek at approximate latitude 68°44'55" and longitude 134°54'S8";

thence generally southeasterly following said creek to its intersection with longitude 134°37'30" at approximate latitude 68°40'40";

thence north along longitude 134°37'30" to its intersection with latitude 68°43';

thence westedy along latitude 68°43' to its intersection with longitude 134°04S;

thence north along longitude 134°04S' to its intersection with latitude 68°44';

thence westerly along latitude 68°44' to its intersection with longitude 134°47'30";

thence north along longitude 134°47'30" to the point of commencement;

**Eighthly**, (according to said maps 107B/1 IW and 107EV11E produced by said Surveys and Mapping Branch]

Commencing at the point of intersection of latitude 68°40' and longitude 134°02';

thence westerly along latitude 68°40' to its intersection with the last creek mentioned in Seventhly, at approximate longitude 134°37'27".

thence southerly following said creek to its mouth in Amagokvik Channel;

thence generally southeasterly following the northerly bank of Amagokvik Channel and that of Tumma channel to its intersection with longitude 134°20' at approximate latitude 68°33'59";

thence north along longitude 134°20' to the place of commencement;

**Ninthly**, (according to said map 107IV11E produced by said Surveys and Mapping Branch)

commencing at the point of intersection of latitude 68°34' and longitude 134°01'S';

thence south along said longitude 134°01'S' to its intersection with the weedy bank Middle Channel at approximate latitude 68°32'40",

thence southerly following said bank to the mouth of Pederson Channel at approximate latitude 68°30'40" and approximate longitude 134°016';

thence generally westerly following the sinuosities of\* northerly bank of said - to its intersection with longitude 134°20'30" at approximate latitude 68°31'40";

thence northwesterly following said creek to the shoreline of an unnamed lake at approximate latitude 68°24' 13" and approximate longitude 133°53'.

thence generally westerly following the sinuosities of the shoreline of said lake to the northerly bank of an unnamed stream that feeds to Oruak Channel at approximate latitude 68°24' 10" and approximate longitude 133°55";

thence generally northerly following the easterly bank of said stream to the easterly bank of Oruak Channel and northerly following the bank of Oruak Channel to its intersection with latitude 68°30' at approximate longitude 133°59'30".

thence easterly along said latitude 68°30' to the place of commencement.

The said parcels described under *Firstly* to *Eleventhly* having a total area of 110 square miles more or less.

AND

(Southeast)  
in the Northwest Territories;  
in the District of Mackenzie;  
in the Caribou Hills;

All that parcel of land in the Caribou Hills according to edition 1 of the National Topographic series Map 1078/7 produced at a scale of 1:50,000 by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources, Ottawa and which may be more particularly described as follows:

Commencing at the point of intersection of latitude 68°28' and longitude 133°07' 30";

thence south along longitude 133°37'30" to its intersection with latitude 68°25'

thence westerly along latitude 68°25' to its intersection with longitude 133°45';

thence north along longitude 133°45' to its intersection with latitude 68°28';

thence easterly along latitude 68°28' to the place of commencement;

said parcel containing about 11 square miles.

AND

(Northeast)  
in the Northwest Territories;  
in the District of Mackenzie;  
in the Mackenzie Delta;

All those parcels of land in the Mackenzie Delta and Kittigazuit Bay according to edition 1 of the National Topographic Series Map of Mackenzie Delta 107C produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., Ottawa which may be more particularly described under *Firstly* and *Secondly* as follows:

*Firstly,*

Commencing at a point on the shoreline of Kittigazuit Bay at latitude 69°20' and approximate longitude 133°44'30";

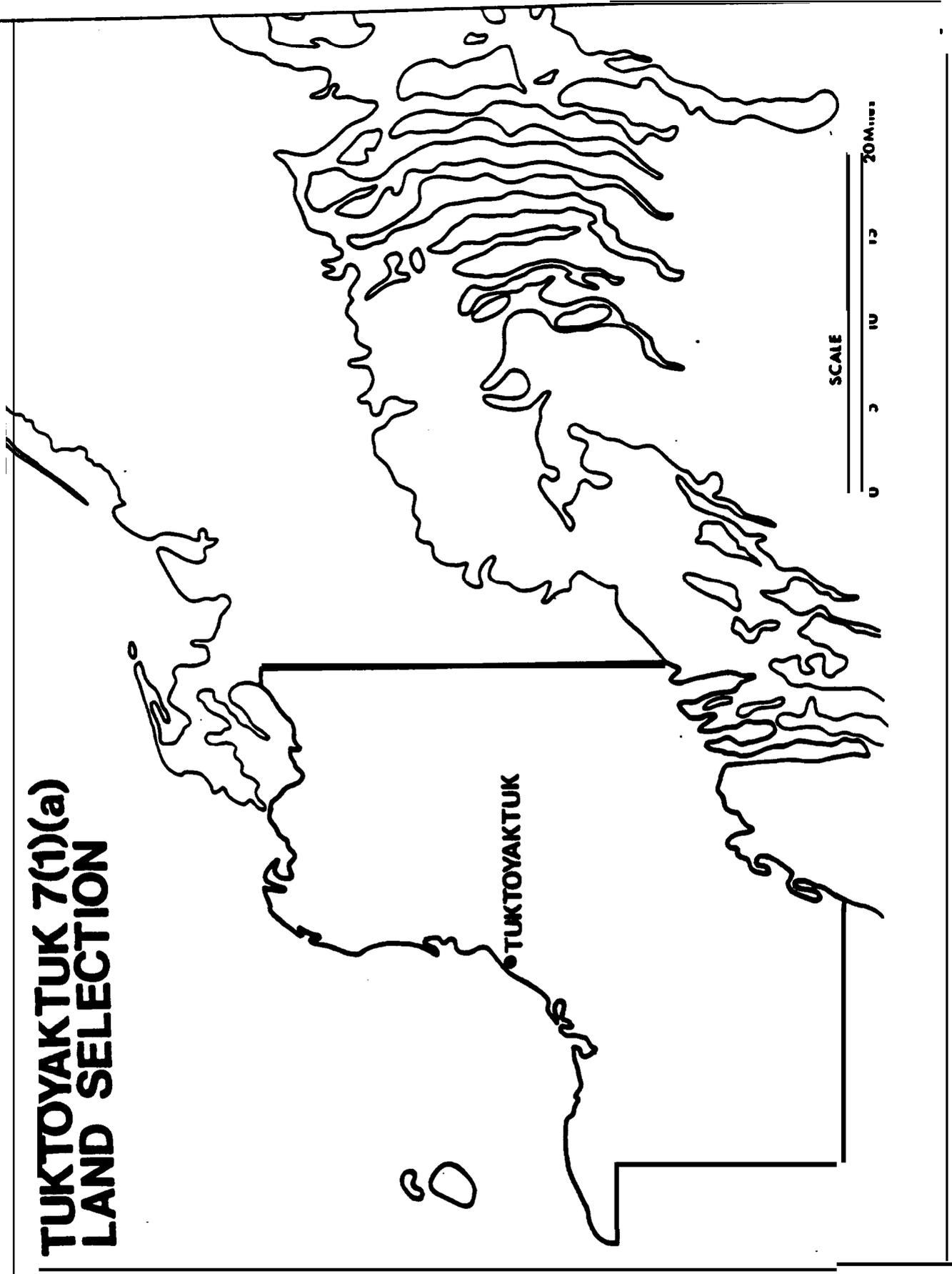
thence easterly along latitude 69°20' to its intersection with longitude 133°30';

thence south along said longitude 133°30' to its intersection with latitude 69°03';

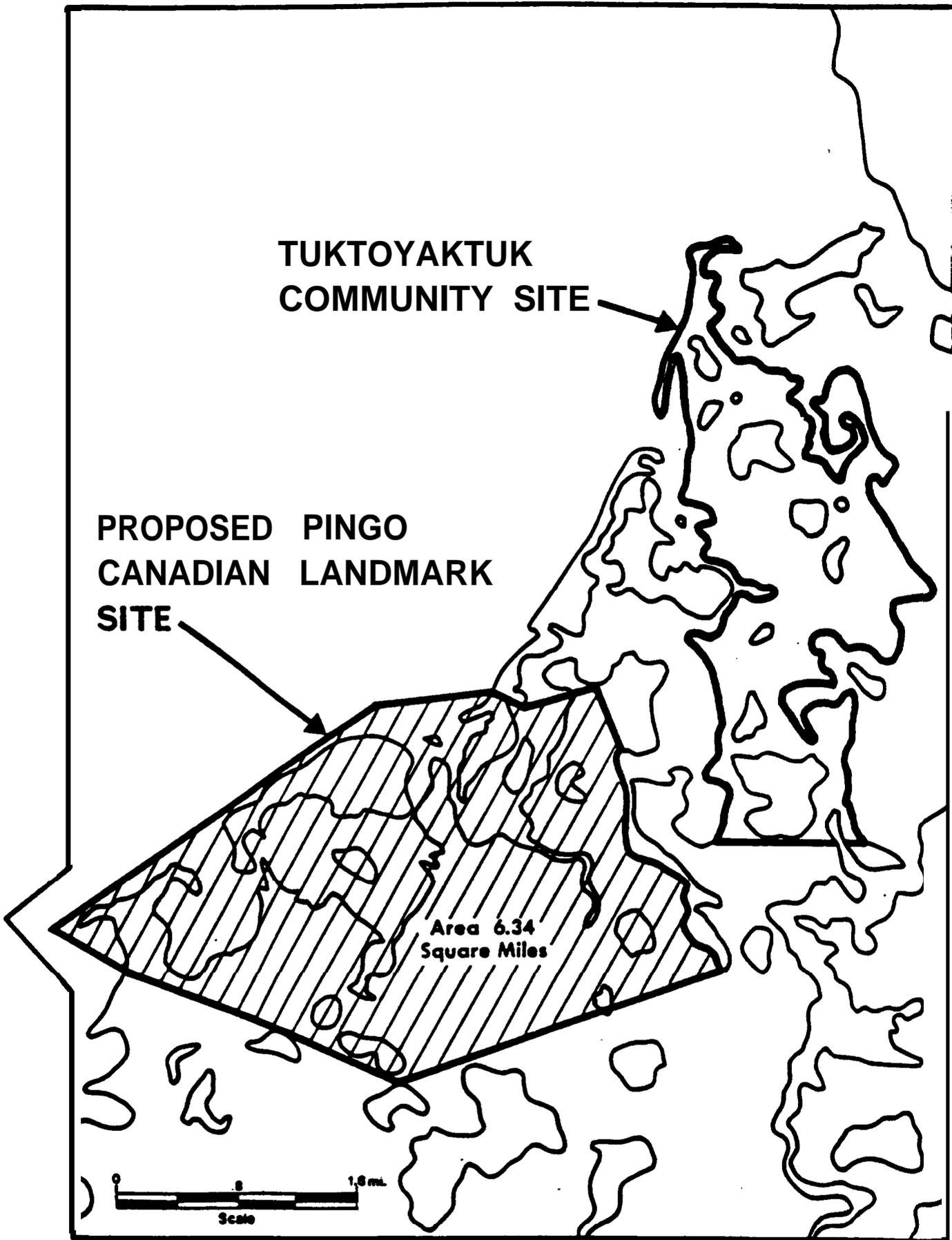
thence westerly along latitude 69°03' to its intersection with longitude 133°47'30";

thence south along longitude 133°47'30" to its intersection with latitude 69°00';

thence westerly along latitude 69°00' to its intersection with longitude 134°01' 30";



80



## ANNEX H4

### Pingo Canadian Landmark Site

In the Northwest Territories:  
in the District of Mackenzie:  
in the Mackenzie Delta:

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographical System produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa:

Commencing at the point located at latitude 69°22' 50" N and longitude 133°07' 00" W;  
thence in a northeasterly direction a distance of 2.2 miles more or less to a point located at latitude 69°23' 30" N and longitude 133°01' 50" W;  
thence in a northerly direction a distance of 2.0 miles more or less along\* shore of an unnamed bay to a point located on the coast at approximate latitude 69°24' 43" N and longitude 133°03' 20" W;  
thence in a northerly direction a distance of 0.4 mile more or less to a point located on the coast at approximate latitude 69°25' 01" N and longitude 133°03' 46" W;  
thence in a westerly direction a distance of 0.5 miles more or less to a point located at latitude 69°24' 57" N and longitude 133°04' 54" W;  
thence in a northwesterly direction a distance of 0.2 miles more or less to a point located on the east of Kugmallit Bay on the Beaufort Sea at approximate latitude 69°25' 00" N and longitude 133°05' 25" W;  
thence in a westerly direction a distance of 0.8 mile more or less to a point located at latitude 69°24' 58" N and longitude 133°07' 20" W;  
thence in a southwesterly direction a distance of 2.5 miles more or less to a point located at latitude 69°23' 47" N and longitude 133°12' 30" W;  
thence in a southeasterly direction a distance of 0.5 mile more or less to a point located at latitude 69°23' 30" N and longitude 133°11' 22" W;  
thence in a southeasterly direction a distance of 1.1 miles more or less to a point located at latitude 69°23' 10" N and longitude 133°08' 45" W;  
thence in a southeasterly direction a distance of 0.8 miles more or less to the point of commencement;  
said parcel containing about 6.34 square miles.

## ANNEX H-6

### Tuktoyaktuk 7(1)(b) Land

In the Northwest Territories:  
in the District of Mackenzie and the District of Franklin:

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Simpson Lake map sheet number 978 of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence, at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Crossley Lakes map sheet number 107A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Aklavik map sheet number 107E of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Stanton map sheet number 1070 of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; and edition 2 of the Cape Dalhousie map sheet number 107S of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of latitude 69°10'N with the western shoreline of the Eskimo (Husky) Lakes at approximate longitude 132°51'W:

thence westerly along latitude 69°10'N to its intersection with longitude 133°21'W;

thence south along longitude 133°21'W to its intersection with the latitude 69°00'N;

thence in a southwesterly direction to a point being the intersection of latitude 68°50'N and longitude 133°05'W;

thence in a southeasterly direction to a point being the intersection of latitude 68°45'N and longitude 133°27'30"W;

thence in a southeasterly direction to a point being the intersection of latitude 68°43'N and longitude 133°15'W;

thence south along longitude 133°15'W to its intersection with the latitude 68°40'N;

thence westerly along latitude 68°40'N to its intersection with longitude 132°30'W;

thence north along longitude 132°30'W to its intersection with latitude 68°45'N;

thence easterly along latitude 68°45'N to its intersection with longitude 132°15'W;

thence north along longitude 132°15'W to its intersection with the latitude 69°00'N;

thence in a northeasterly direction to a point being the intersection of latitude 69°15'N and longitude 131°04'SW:

thence easterly along latitude 69°15'N to its intersection with longitude 131°30'W;

thence south along longitude 131°30'W to its intersection with latitude 68°28'N;

thence easterly along latitude 68°28'N to its intersection with longitude 130°30'W;

thence north along longitude 130°30'W to its intersection with latitude 69°00'N;

thence easterly along latitude 69°00'N to its intersection with longitude 129°30'W;

thence in a southwesterly direction to a point being the intersection of latitude 69°34'N and longitude 131°42'30"W;

thence north along 10-131 42' 30 "W to its intersection with the shoreline of the Beaufort Sea at approximate latitude 69°50'20".

thence in a general southwesterly direction along the shoreline of Beaufort Sea and several unnamed bays to its intersection with latitude 69°40'00"N at approximate longitude 132°20'45"W;

thence eastward along latitude 69°40'00"N to its intersection with longitude 132°17'30"W;

thence south along longitude 132°17'30"W to its intersection with the northern shoreline of the Eskimo (Husky) lakes at approximate latitude 69°18'40"N;

thence in a general southwesterly direction along the shoreline of the Eskimo (Husky) Lakes to the point of commencement;

#### INCLUDING

All of the islands lying within the area so described and all of the islands lying in whole or in part within two miles of the above described shoreline;

#### AND

(Mayogiak)

In the Northwest Territories;

in the District of Mackenzie;

in the Mackenzie Delta;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

that parcel of land lying between the latitude 69°26'00"N and the latitude 69°28'00"N and between longitude 132°47'30"W and longitude 132°50'00"W;

and containing about 2.76 square miles.

#### LESS

Firstly, the waters and the bed of Eskimo (Husky) lakes, Liverpool Bay and Wood Bay;

secondly, those islands within the Esfarno (Husky) Lakes forming part of the Tuktoyaktuk 7(1) (a) lands in the vicinity of longitude 132°U' 50 W and latitude 69°14'N.

The remainder containing about 10XJ square miles.

# ANNEX I-1

## Paiiatuk 7(1)(a) Land

*In the Northwest Territories:*  
in the District of Mackenzie and the District of Franklin:  
in the vicinity of Paulatuk

All that parcel being described as follows: topographic features hereinafter referred to being according to edition 2 of the Brock River map sheet number 97D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa and edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources at Ottawa;

Commencing at the point of intersection of the shoreline of Argo Bay with longitude 124°30' W and approximate latitude 69°22'10"N;

thence south along longitude 124°30' W to its intersection with latitude 69°04'30" in Binamé Lake;

thence easterly along latitude 69°04'30" to its intersection with longitude 123°10' W;

thence north along longitude 123°10' W to its intersection with the shoreline of Brock Lagoon at approximate latitude 69°30' N;

thence in a general westerly direction along the sinuosities of the shoreline of Brock Lagoon, Damky Bay and Argo Bay to the point of commencement,

including all islands situated in whole or in part within two miles of said shoreline;

### LESS

The Community Site of Paulatuk being described as follows:

Commencing at a point on the westerly shoreline of Paulatuk peninsula and latitude 69°21'32" and approximate longitude 124°04'48" W;

thence southeasterly to a point on the easterly shoreline of Paulatuk peninsula at latitude 69°21'13" N and approximate longitude 124°03'35" W;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with latitude 69°20'46.79" at approximate longitude 124°03'05" W;

thence in a southwesterly direction to a point having latitude 69°20'06" and longitude 124°04'32" W;

thence northwesterly to a point on the shoreline of Paulatuk peninsula at latitude 69°20'37" and approximate longitude 124°06'20" W;

thence in a general northeasterly direction along the sinuosities of the shoreline of Paulatuk peninsula to the point of commencement;

said parcel less the community site of Paulatuk containing about 707 square miles.

## ANNEX 1-3

### Paulatuk Community Site

In the Northwest Territories:  
in the District of Mackenzie:  
on Paulatuk Peninsula:

All that parcel more particularly described as follows: all topographic features hereinafter referred to being according to edition I of the Paulatuk map sheet number 97C/8 of the National Topographic system, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa.

Commencing at a point on the westerly shoreline of Paulatuk peninsula at latitude  $69^{\circ}21'32''\text{N}$  and approximate longitude  $124^{\circ}04'48''\text{W}$ :

thence southwesterly to a point on the easterly shoreline of Paulatuk peninsula at latitude  $69^{\circ}21'13''\text{N}$  and approximate longitude  $124^{\circ}03'35''\text{W}$ ;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with latitude  $69^{\circ}20'46''\text{N}$  at approximate longitude  $124^{\circ}03'05''\text{W}$ ;

thence in a southwesterly direction to a point having latitude  $69^{\circ}20'06''\text{N}$  and longitude  $124^{\circ}04'32''\text{W}$ ;

thence northwesterly to a point on the shoreline of Paulatuk peninsula at latitude  $69^{\circ}20'37''\text{N}$  and approximate longitude  $124^{\circ}06'20''\text{W}$ ;

thence in a general northeasterly direction along the sk\* of Paulatuk peninsula to the point of commencement

said parcel containing about 1 square mile.

## ANNEX I-5 "

### Paulatuk 7(1)(b) Land

(Northeast

**In the Northwest Territories;**

**In the District of Mackenzie and the District of Franklin;**

**in the vicinity of Melville Hills:**

All that parcel of land more particularly described as follows all -h& features hereinafter referred to, being according to edition 2 of the Mock River map sheet number 97D of the National Topography System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa:

Commencing at a point being the intersection of the shoreline of Amundsen Gulf and the mouth of Outwash River at approximate latitude 69°33'24" approximate longitude 120°40'51" W;

thence southwesterly along said river to latitude 69°27'46" N at approximate longitude 120°52'00" W;

thence northwesterly along a straight line to its intersection with the Roscoe River and latitude 69°30'32" at approximate longitude 120°59'14" W;

thence northwesterly along a straight line to latitude 69°36'36" N and longitude 121°22'30" W;

thence northwesterly along a straight line to latitude 69°40'15" N and longitude 121°43'26" W;

thence westerly along a straight line to latitude 69°42'00" N and longitude 122°46'30" W;

thence southerly along a straight line to latitude 69°30' 00" N and longitude 122°51'00" W;

thence south along longitude 122°51'00" W to latitude 69°19'00":

thence westerly along latitude 69°19'00" N to longitude 123°10'00":

thence north along longitude 123°10'00" W to its intersection with the shoreline of Mock Lagoon at approximate latitude 69°30' N;

thence in a general northerly and westerly direction along the shoreline of Brock Lagoon to the shoreline of Darnley Bay;

thence in a general northerly and easterly direction along the sinuosities of the shoreline of Darnley Bay and Amundsen Gulf to the point of commencement,

including all islands situated in whole or in part within two miles of said shoreline,

and containing about 726 square miles;

**AND**

(Parry Peninsula)

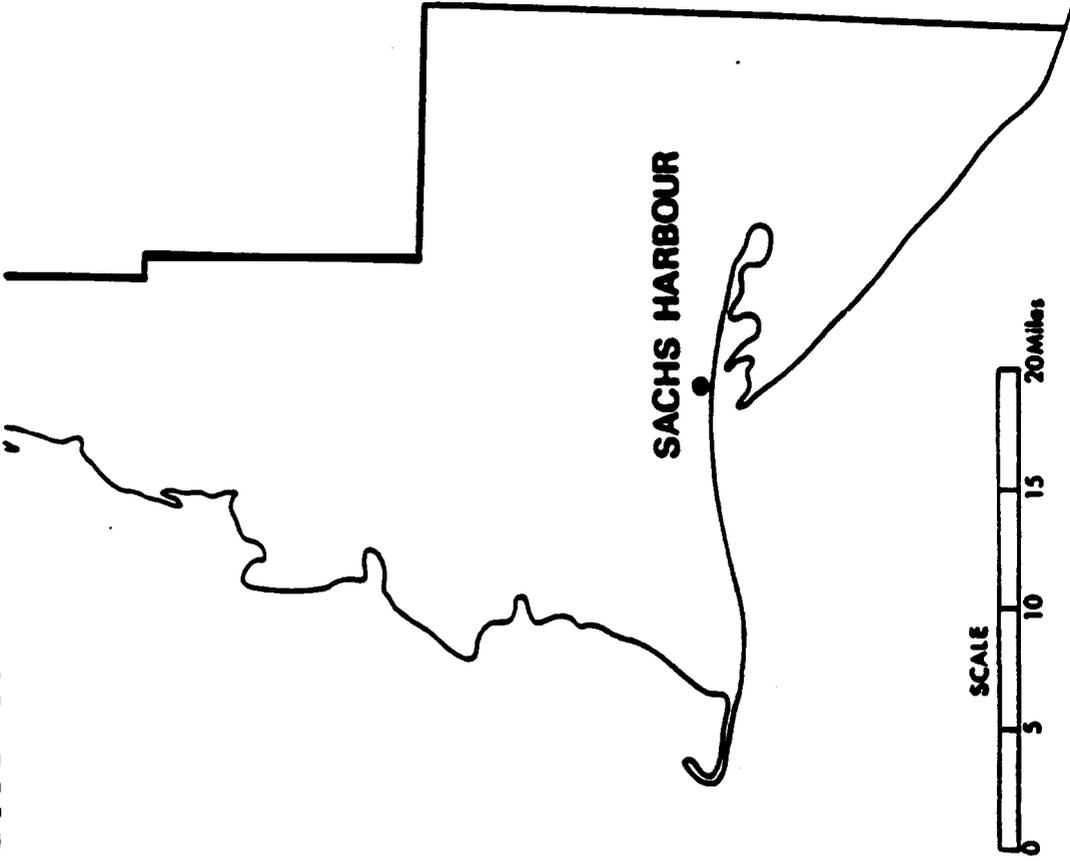
**In the Northwest Territories;**

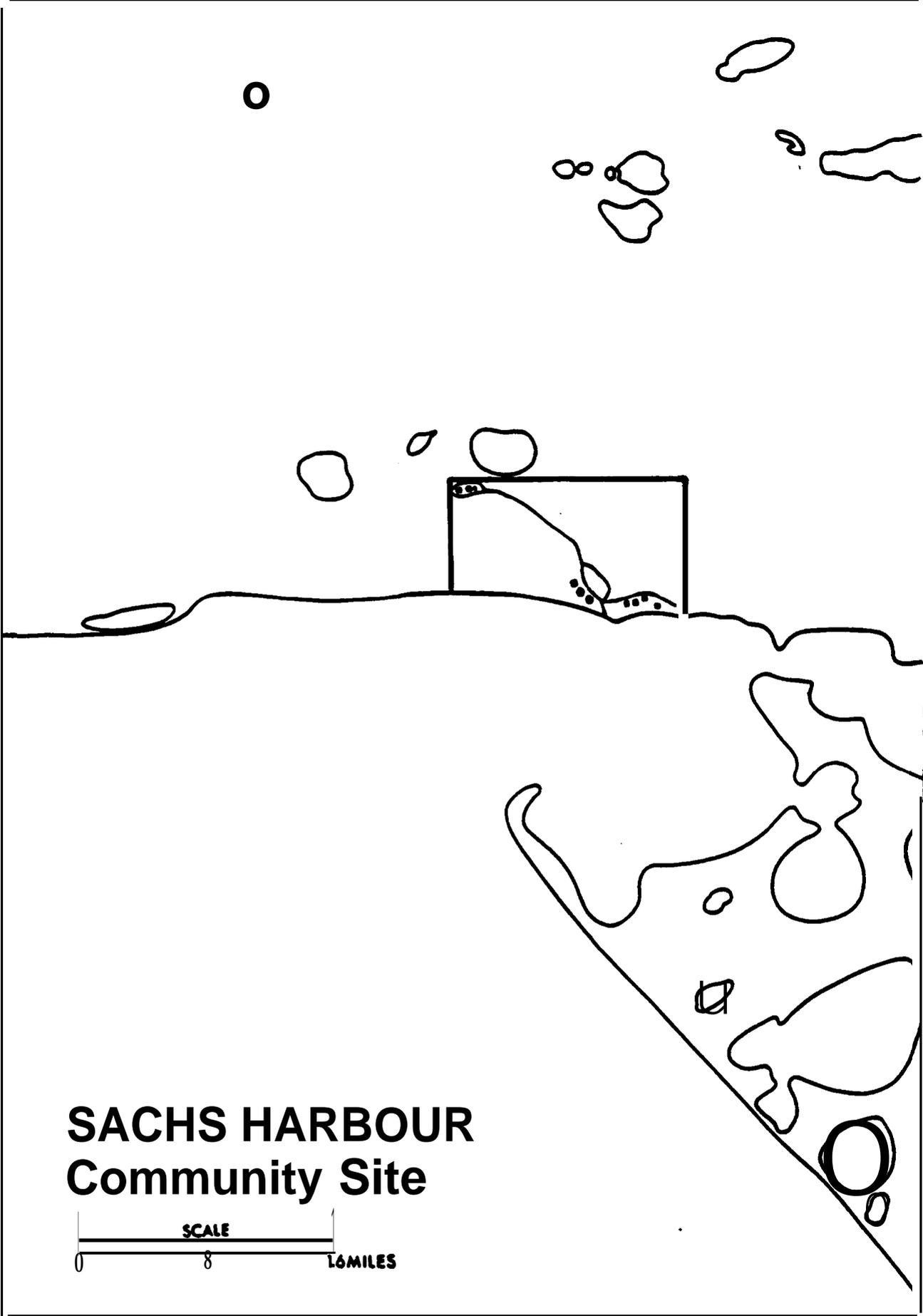
**in the District of Mackenzie and the District of Franklin;**

**in the area of Melville Hills;**

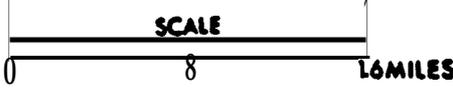
All that parcel of land more particularly described as follows: all topographical features hereinafter referred to being according to edition 1 of the Ely Lake map sheet number 97A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 1 of the Simpson Lake map sheet number 9711 of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 2 of the Bred River map sheet \* 970 of the

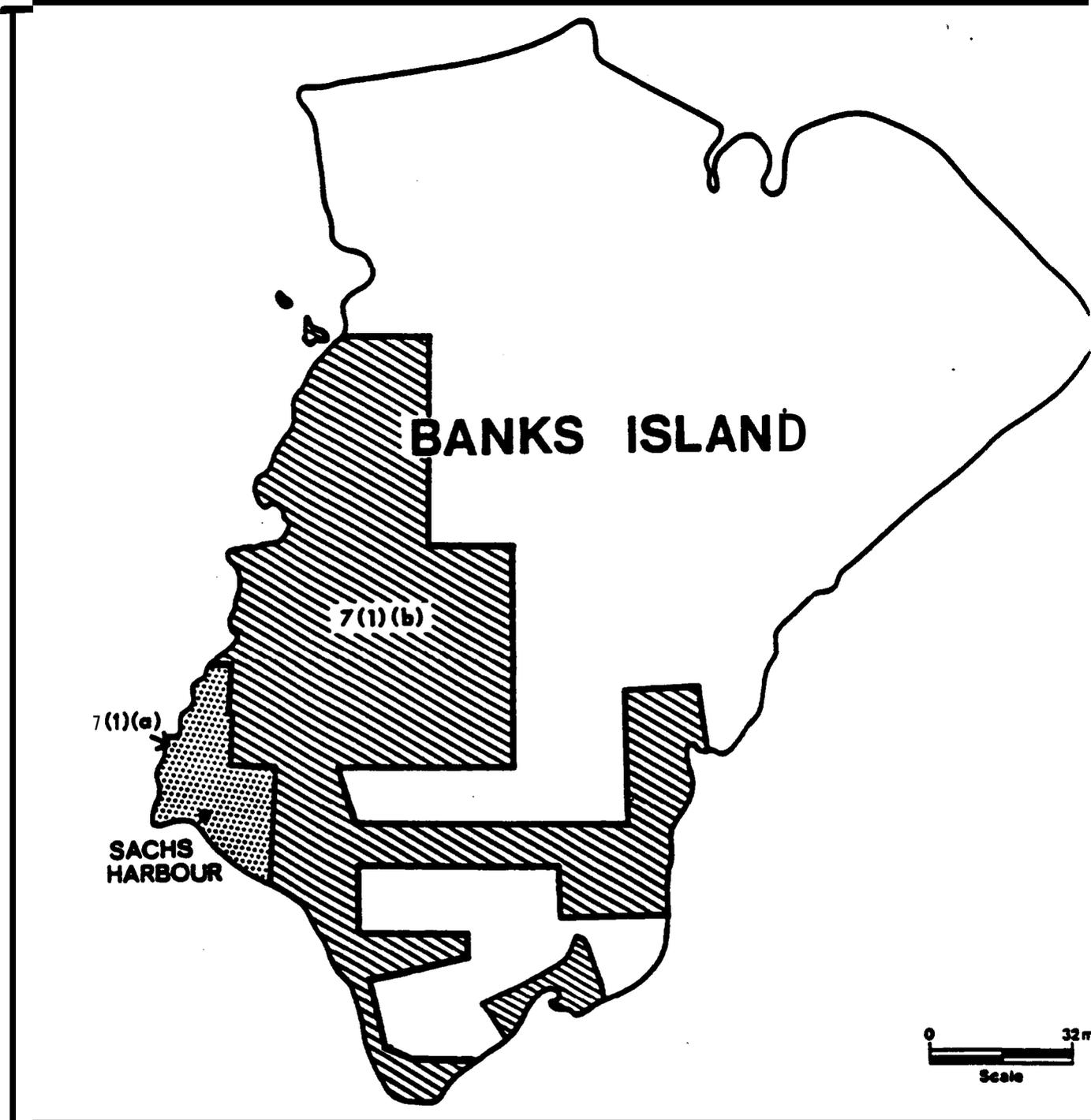
# SACHS HARBOUR 7(1)(a) LAND SELECTION





**SACHS HARBOUR  
Community Site**





 **SACHS HARBOUR 7(1)(b) LAND SELECTIO**

thence **easterly** along latitude 73°35'30" to its intersection with longitude 122°07'45" W;  
 thence south along longitude 122°07'45" W to its intersection with latitude 72°04'30" S;  
 thence **easterly** along latitude 72°04'30" S to its intersection with longitude 122°00'00" W;  
 thence south along longitude 122°00'00" W to its intersection with latitude 72°11'11" S;  
 thence **westerly** along latitude 72°11'11" S to its intersection with longitude 123°50'00" W;  
 thence **southeasterly** along a straight line to a point being the intersection of latitude 72°00'00" S and longitude 123°38'00" W;  
 thence **easterly** along latitude 72°00'00" S to its intersection with longitude 120°49'30" W;  
 thence north along longitude 120°49'30" W to its intersection with latitude 72°26'30" N;  
 thence **easterly** along latitude 72°26'30" N to its intersection with longitude 120°02'30" W;  
 thence **southeasterly** along a straight line to its intersection with the shoreline of Banks Island at the mouth of an unnamed brook flowing into Prince of Wake Strait in the vicinity of Jesse Bay at approximate latitude 72°14'00" N and approximate longitude 119°55'30" W;  
 thence **westerly, northerly and southerly** along the sinuosities of the shoreline of Banks Island to the point of commencement;

**INCLUDING**

Nonway Island and Bernard Island in the vicinity of Burnett Bay in the area of the Beaufort sea;

**TOGETHER**

with all islands situated in whole or in part within two miles of the above described shorelines, the whole containing about 6,999 square miles;

**AND**

(De Salk Bay)  
 In the Northwest Territories;  
 in the District of Franklin  
 on Sanka Island

All that part of land more particularly described as follows: all topographic features hereinafter referred to, being according to edition 1 of the Cape Collinson map sheet number 97H/6; edition 1 of the Cape Cardwell map sheet number 97H/7 and edition 1 of the map sheet number 97H/10, all three map sheets of the National Topographic System produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

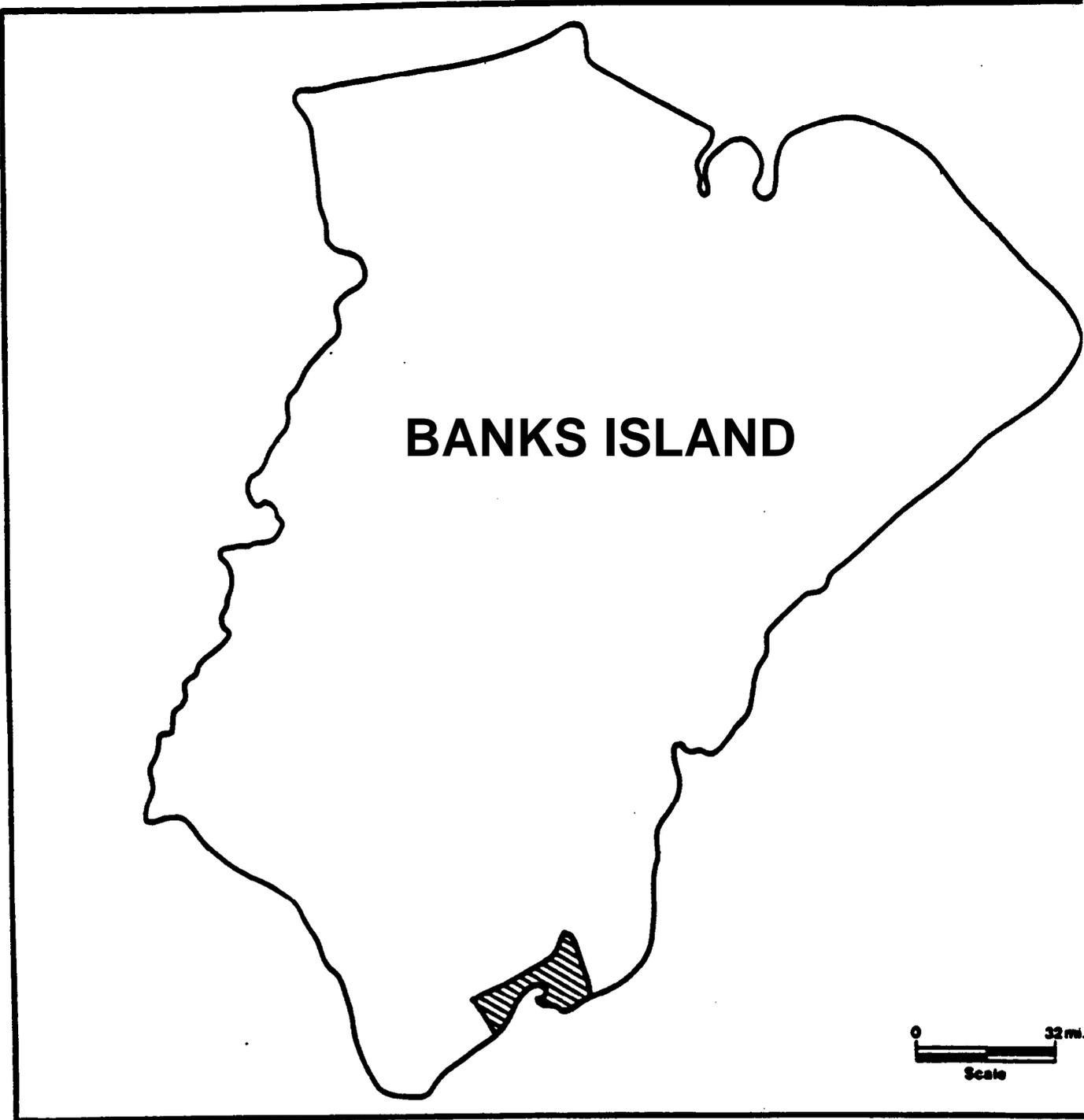
Commencing at a point being the intersection of the shoreline of Banks Island in the area of Aroundsan Gulf and the mouth of Cardwell Brook at approximate latitude 71°23'15" S and approximate longitude 121°05'15" W;

thence **northerly** along said brook to its confluence with an unnamed brook at approximate latitude 71°35'00" N and approximate longitude 121°12'50" W;

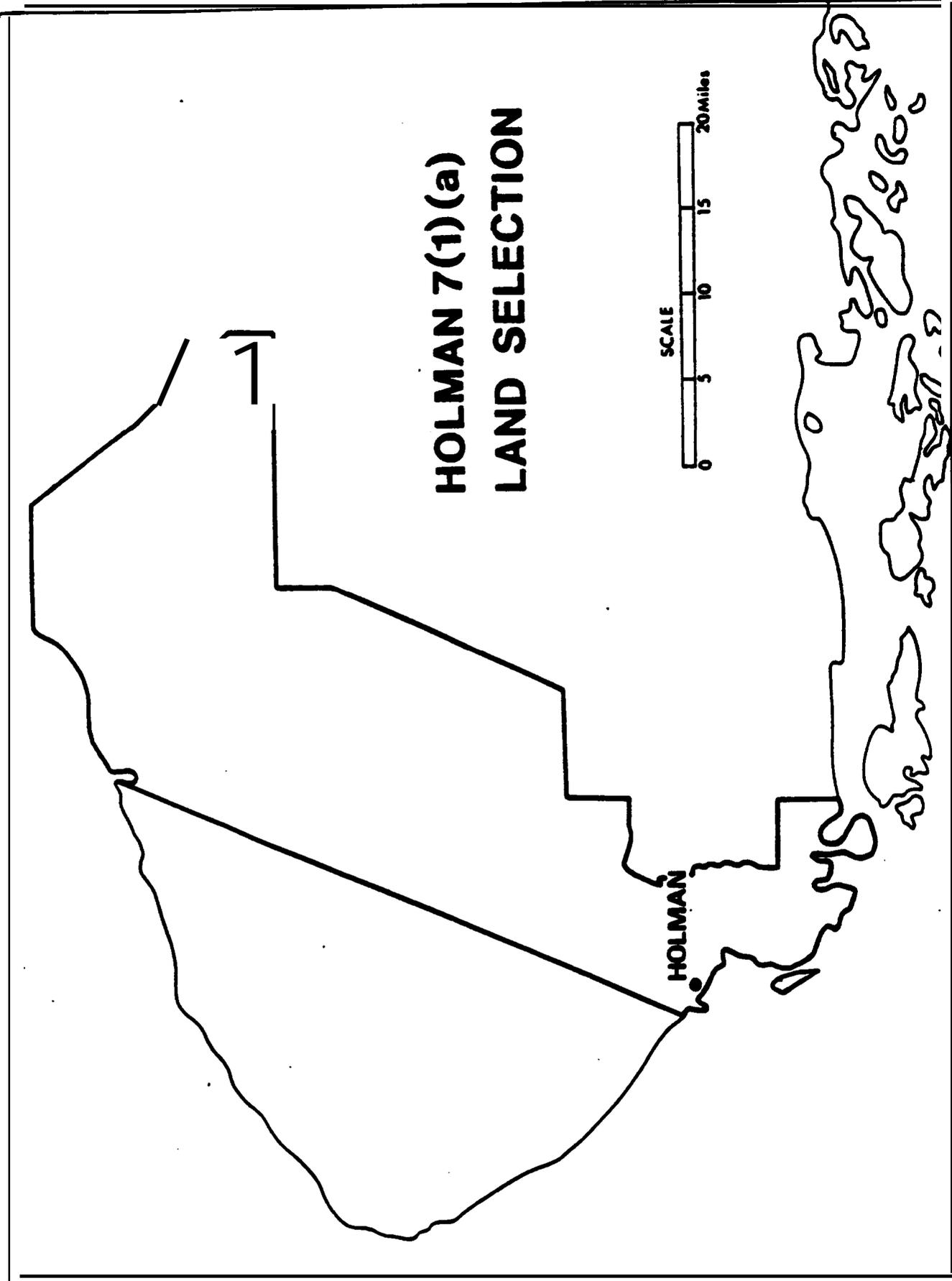
thence **southwesterly** along said unnamed brook to an unnamed lake at approximate latitude 71°33'50" N and approximate longitude 121°21'00" W;

thence **southwesterly** along a straight line to the confluence of two unnamed brooks at approximate latitude 71°33'15" S and approximate longitude 121°21'45" W;

thence **southwesterly** along a straight line to a point on the northern bank of Windrurn Lagoon at approximate latitude 71°30'15" S and longitude 121°47'15" W;



 **DeSALIS BAY LAND SELECTION**



**LESS**

Holman Community Site being:

That parcel of land on Diamond Jenness Peninsula according to edition 1 of National Topographic Series Map of Holman Island 87E/19 produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of latitude  $70^{\circ}44'49''$  and longitude  $117^{\circ}48'25''$ ;

thence on an azimuth of  $87000'$ , a distance of 1.28 miles to a point;

thence on an azimuth of  $177000'$ , a distance of 0.56 miles more or less to the intersection with the shoreline of Kings Bay;

thence southerly, northerly and westerly, following the sinuosities of the shoreline of Kings Bay and Queens Bay to its intersection with latitude  $70^{\circ}43'57''$ ;

thence westerly along latitude  $70^{\circ}43'57''$  to its intersection with the shoreline of Amundsen Gulf;

thence northeasterly and northwesterly following the shoreline of Amundsen Gulf and that of Jacks Bay to its intersection with longitude  $117^{\circ}48'25''$ ;

thence north along longitude  $117^{\circ}48'25''$  a distance of 0.34 miles more or less to the point of commencement;

the remainder containing about 708 square miles.

ANNE? (K-3

## Holman Community Site

In the Northwest Territories:  
in the District of Franklin:  
on Victoria Island:

All that parcel of land on Diamond Jenness Peninsula according to edition 1 of the National Topographic Series Maps of Holman Island - 87F/19 produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Ottawa as said parcel may be more particularly described as follows:

Commencing at the point of intersection of latitude 70°44' 49" and longitude 117°48' 25" ;

thence on an azimuth of 87°00' a distance of 1.28 miles to a point;

thence on an azimuth of 177°00' a distance of 0.56 miles more or less to the intersection of the shoreline of Kings Bay;

thence southerly, northerly and westerly following the sinuosities of the shoreline Kings Bay and Queens Bay to its intersection with latitude 70°43' S 7°;

thence westerly along said latitude 70°43' 07" to its intersection with the shoreline of Amundsen Gulf;

thence northeasterly and northwesterly following the shoreline of Amundsen Gulf and of Lacks Bay to its intersection with longitude 117°48' 25" ;

thence north along longitude 117°48' 25" a distance of 0.34 miles more or less to the point of commencement;

said parcel containing about 1 square mile.

## ANNEX K-5

### Holman 7(1)(b) Land

(west Diamond Jenness Peninsula)  
in the Northwest Territories.  
in the District Of Franklin:  
on Victoria Island;

All that parcel of land on Diamond Jenness Peninsula according to edition 1 of the National Topographic Series Maps of Holman Island - 87F and Walker Bay - 87G, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of longitude 117°13'30" and the shoreline of Minto Inlet at approximate latitude 70°44'13";

thence southwesterly in a straight line to the intersection of longitude 117°49' with the shoreline of Amundsen Gulf at approximate latitude 70°44'40";

thence northwesterly and northeasterly following the sinuosities of the shoreline of Amundsen Gulf and Minto Inlet to the point of commencement

including all islands situated in whole or in part within two miles of the said shoreline

said parcel containing about 427 square miles

AND

(North Prince Albert Sound  
in the Northwest Territories:  
in the District Of Franklin:  
on Victoria Island;

All those parcels of land on Diamond Jenness Peninsula and in Prince Albert Sound according to edition 1 of the National Topographic Series Maps of Holman Island - 87F and Prince Albert Sound - 87E, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly*, and *Secondly* as follows:

*Firstly*,

Commencing at the point of intersection of longitude 117°16' with the shoreline of Safety Channel at approximate latitude 70°36'48.9,

thence north along longitude 117°16' to its intersection with latitude 70°40';

thence westerly along latitude 70°40' to its intersection with the shoreline of an unnamed lake at approximate longitude 117°22'46";

thence generally northeasterly, northwesterly and easterly following the sinuosities of the shoreline of said lake to its intersection with latitude 70°43' at approximate longitude 117°18'S39;

thence easterly in a straight line to the intersection of latitude 70°43'40" and longitude 117°18'S40";

thence south along longitude 117°18'S40" to its intersection with latitude 70°34'40";

thence easterly in a straight line to the intersection of latitude 70°41'20" and longitude 117°17'S50";

thence northeasterly in a straight line to the intersection of latitude 70°42'40" and longitude 117°14'S30";

thence northeasterly in a straight line to the intersection of latitude 70°46'30" and longitude 117°14'S0";

AND

(Tahiryuak Lake)  
In the Northwest Territories;  
in the District of Franklin;  
on Victoria Island;

That parcel of land on Victoria Island according to edition 1 of the National Topographic Series maps of Prince Albert Sound - 87E and Kagloryuak River - 77F. produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of longitude 111°57'30" with the shoreline of Tahiryuak Lake at a latitude 70°S2'40";

thence south along longitude 111°57'30" to its intersection with latitude 70°49'10";

thence westerly along latitude 70°49'10" to its intersection with longitude 112°17'00";

thence north along longitude 112°17'00" to its intersection with the shoreline of an unnamed lake at approximate latitude 70°S2'45";

thence generally northerly and following the sinuosities of the easterly shoreline of said lake to its intersection with longitude 112°18'35" at approximate latitude 70°S4'02";

thence north along longitude 112°18'35" to its intersection with the shoreline of Tahiryuak Lake at approximate latitude 70°S6'07";

thence northeasterly, northwesterly, easterly and generally southeasterly following the sinuosities of the shoreline of said lake to the point of commencement;

said parcel containing about 43 square miles;

AND

(Quunnguq Lake)  
In the Northwest Territories;  
in the District of Franklin;  
on Victoria Island;

Those parcels of Lands on Wollaston Peninsula according to edition 1 of the National Topographic Series Map of Read Mend - 870, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly* and *Secondly* as follows:

*Firstly,*

Commencing at the point of intersection of longitude 112°39' and the shoreline of Quunnguq Lake at a latitude 69°50'00";

thence south along longitude 112°39' to its intersection with latitude 69°50'00";

thence westerly along latitude 69°50'00" to its intersection with longitude 112°S3';

thence north along longitude 112°S3' to its intersection with latitude 70°00' thence easterly along latitude 70°00' to its intersection with longitude 112°30';

thence south along longitude 112°30' to its intersection with the shoreline of said lake at approximate latitude 69°58';

thence generally westerly, southerly and easterly, following the sinuosities of the shoreline of said lake to the point of commencement

AND

(Prince of Wales Strait)  
in the Northwest Territories;  
in the District of Franklin;  
on Victoria Island;

All that parcel of land on Prince Albert Peninsula according to edition 2 of the National Topographic Series Maps of Deans Dundas Bay — 88B and White Sand Creek — 88C produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at a point on the southeasterly shore of Prince of Wales Strait at the mouth of an unnamed creek at approximate longitude  $116^{\circ}19'$  and approximate latitude  $73^{\circ}05'00''$ ;

thence easterly and southerly following the said creek to a fork at approximate latitude  $72^{\circ}59'20''$  and approximate longitude  $116^{\circ}25'00''$ ;

thence southwesterly along a straight line to a fork of two unnamed creeks at approximate latitude  $72^{\circ}58'30''$  and approximate longitude  $116^{\circ}32'00''$ ;

thence generally southerly and westerly following an unnamed creek in its beginning at the east end of an unnamed lake at approximate latitude  $72^{\circ}56'30''$  and approximate longitude  $116^{\circ}44'$ ;

thence westerly and northeasterly following the shoreline of said lake to the most northerly point on the shore of said lake;

thence on an azimuth of  $45^{\circ}00'$  in a straight line to its intersection with an unnamed creek at approximate latitude  $72^{\circ}58'$  and approximate longitude  $116^{\circ}42'$ ;

thence northerly following said creek to the shoreline of Prince of Wales Strait at approximate latitude  $73^{\circ}00'15''$  and approximate longitude  $116^{\circ}48'20''$ ;

thence northeasterly following the shoreline of said strait to the point of commencement;

including all islands situated in whole or in part within two miles of said shoreline;

said parcel containing about 38 square miles;

AND

(Minto Inlet — Wynniatt Bay)  
in the Northwest Territories;  
in the District of Franklin;  
on Victoria Island;

All the parcel of land on Natkusiak Peninsula, Prince Albert Peninsula, Victoria Island and in Amundsen Gulf, Walker Bay, Minto Inlet, Glenelg Bay and Wynniatt Bay according to edition 1 of the National Topographic Series Maps of Walker Bay — 87G Deans Dundas Bay — 88B, Sanaraun — 87H, Richard Collinson Inlet — MA and Wynniatt Bay — 788 produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa as said parcels may be more particularly described under *Firstly* and *Secondly* as follows:

*Firstly,*

Commencing at the point of intersection of latitude  $72^{\circ}24'30''$  and the shoreline of Prince of Wales Strait at approximate longitude  $118^{\circ}32'40''$ ;

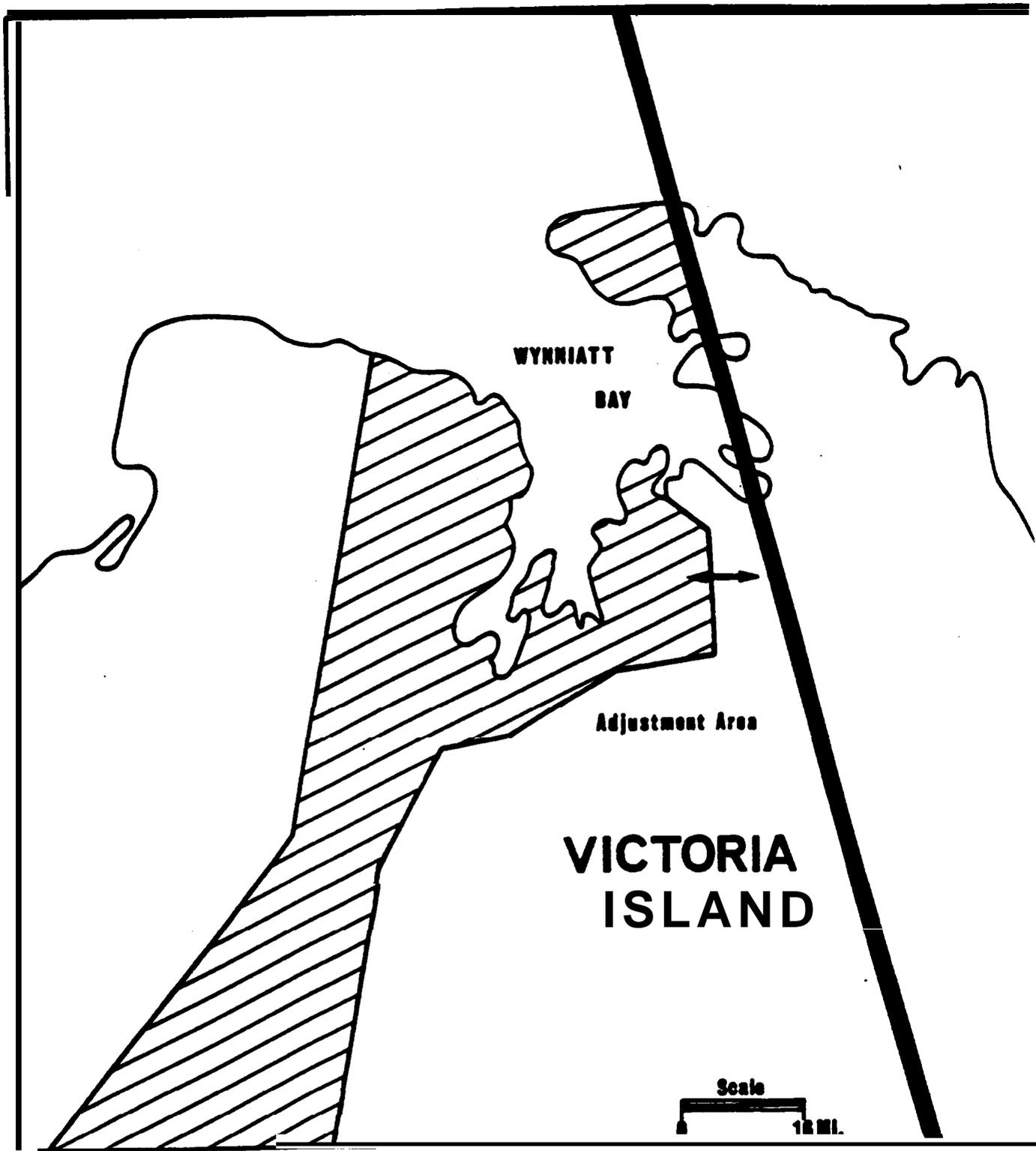
thence easterly along latitude  $72^{\circ}24'30''$  to its intersection with longitude  $117^{\circ}53'00''$ ;

thence south along longitude  $117^{\circ}53'00''$  to its intersection with latitude  $71^{\circ}48'00''$ ;

thence easterly along latitude  $71^{\circ}48'00''$  to its intersection with longitude  $117^{\circ}14'00''$ ;

thence south along longitude  $117^{\circ}14'00''$  to its intersection with latitude  $71^{\circ}43'00''$ ;

thence easterly in a right line to the intersection of latitude  $71^{\circ}42'45''$  and longitude  $114^{\circ}54'30''$ ;



# WYNNIATT REGION ADJUSTMENT AREA

-  EASTERN BOUNDARY OF INUVIALUIT SETTLEMENT REGION
-  INUVIALUIT LAND SELECTIONS

## ANNEX M

### Definition of Minerals Relating to 7(1)(b) Title

**"Mined" means precious and base metals and other naturally occurring substances that can be mined but does not include coal, petroleum and related hydrocarbons, native sulphur, construction stone, carving stone, limestone, soapstone, marble, gypsum, shale, clay, sand gravel, ash, earth, soil and diatomaceous earth, ochre, marl or peat or other substances regulated by regulations, other than the Canada Mining Regulations made pursuant to the Public Lands Grants Act or the Territorial Lands Act**

# ANNE? (O

## Schedule of Maximum Amounts permitted to be Outstanding

	<b>\$Millions</b>
January 1, 1985 - December 31, 1985	65.077
January 1, 1986 - December 31, 1986	69.387
January 1, 1987 - December 31, 1987	74.049
January 1, 1988 - December 31, 1988	79.091
January 1, 1989 - December 31, 1989	80.543
January 1, 1990 - December 31, 1990	82.112
January 1, 1991 - December 31, 1991	83.809
January 1, 1992 - December 31, 1992	85.652
January 1, 1993 - December 31, 1993	87.641
January 1, 1994 - December 31, 1994	74.777
January 1, 1995 - December 31, 1995	60.896
January 1, 1996 - December 31, 1996	48.863
January 1, 1997 - December 31, 1997	29.611
January 1, 1998 - December 31, 1998	0

## Dispositions under Canada Mining Regulations

<b>REPRESENTATIVE OF INTEREST OWNER</b>	<b>LICENCE NO.</b>	<b>EXPIRY DATE</b>	<b>LOCATION</b>
Petro-Canada Exploration Inc.	156	April 27, 1984	N.T.S. 117-A-9 (Aklavik 7(1)(a) and 7(1)(b))

<b>REPRESENTATIVE OF INTEREST OWNER</b>	<b>PERMIT No.</b>	<b>EXPIRY DATE</b>	<b>LOCATION</b>
Panarctic Oa Ltd.	975	Jan. 31.1988	N.T.S. 78-B-4 (Holman 7(1)(b))

# ANNEX R

## Existing Government Reservations on Inuvialuit Lands

DEPARTMENT	PURPOSE	LOCATION
1. G?WT.	<b>Airport - Transferred to Commissioner OIC PC 1979"3019</b>	<b>Holman Island 7(1)(a) 87F/1 5-1 ,</b>
2. DOE	<b>Arctic Seal Research Program</b>	Brown's Harbour 7 ( 1 ) @ ) 97F/1-2
3. DND	<b>DEW Line Site</b>	<b>Cape Parry 7(1)(b) 97F/1-5</b>
4. DOE	<b>Stream Gauging station</b>	S. shore Big River 7(1)(b) 98A/5-1
5. DOT	<b>Navigational Aid</b>	<b>M. 993.3 Mackenzie River 7(1)(a) 1078/6-1</b>
6. DOT	Buoy cache site	ML1006 Mackruie River 7(1)(a) 1078/1 1:1
7. DoT	Buoy Cache Site	hJU1025 Mackenzie River 7(1)(a) 1078/14
8. DIAND	<b>NCPC Right of way</b>	<b>Inuvik to Tuktoyaktuk 7(1)(a) and (b) 1078/1S.3</b>
9. DIAND	<b>Inuvik Research Lab</b>	YaYa Lake 7(1)(a) and (b) 107C/3-9
10. DEMR	Involuted Hill Test Site	<b>Tuktoyaktuk Peninsula 7(1)(a) 107C/8-1</b>
11. DOE	<b>Cws birding and Laboratory</b>	Anderson River Delta 7(1)(b) 107C/9-2
12. OUT	<b>Navigational Aid</b>	<b>Tuktoyaktuk 7(1)(a) Lot 6, Group 145S 107U94</b>
13. DOT	<b>Navigation Aide</b>	<b>Tuktoyaktuk 7(1)(a) Lots 23.4,S Group t 107U9</b>
14. DIAND	<b>DND DEW Line Site (inactive)</b>	<b>Malloch Hill 7(1)(a) 70°01' — 126°58'</b>
15. DND	<b>DEW Line Site</b>	<b>Nicholson Peninsula 7(1)(b) 107W16-2</b>
16. DOE	water Survey of Canada " water Gauging station	<b>Anderson River 7(1)(b) 107A/9-1</b>

# ANNEX S

## Old Crow/Inuvialuit Reciprocal Harvesting Agreement

WHEREAS: The Inuvialuit recognizes and support the claim of the old Crow People for exclusive hunting, trapping and fishing rights yet to be negotiated with the Government of Canada to the south of the Watershed between the flats and the North Slope and

WHEREAS: The Old Crow people and CYI recognizing and support the exclusive rights of the Inuvialuit as contained in the Inuvialuit Agreement-in-Principle to the north of the Watershed;

Therefore the Inuvialuit and the Old Crow People agree:

1. The Inuvialuit shall hunt, trap and fish only to the north of the Watershed Boundary. Inuvialuit can hunt, trap or fish south of the Watershed Boundary only with the consent of Old Crow.
2. The Old Crow people agree to hunt, trap and fish only to the south of the Watershed Boundary.

Old Crow People can hunt, trap or fish to the north of the Watershed Boundary only with the consent of the Inuvialuit Game Council.

This Agreement, upon ratification by the respective communities and organizations shall be included in any Land Claim Agreements and settlements which the Inuvialuit and Old Crow People reach with the Government of Canada.

Nothing in this agreement keeps Inuvialuit and Old Crow people from entering into further agreements to share wildlife.

It is understood that the Cooperative Caribou Agreement for the sharing of caribou shall supersede this agreement with respect to caribou.

August 18, 1979

for Old CROW

signed by:

Johnny Abel  
Chief

Peter Benjamin  
Member - J.P.G.

Renie Frost  
Member - J.P.G.

Margaret Njootli  
Member - J.P.G.

Lazarus Charlie  
Member - J.P.G.

Bruce Charlie  
Member - J.P.G.

for C.Y.I.  
Harry Allen  
President

for Inuvialuit

signed by:

Nellie Courmoyea  
Member - J.P.G.

Barbara Allen  
Member - J.P.G.

Tom Arey Jr.  
Member - J.P.G.

Roy Hansen  
Member - J.P.G.

Danny Gordon  
Member - J.P.G.

for C.O.P.E.  
Sam Raddi  
President

Peter Green  
Vice-President

For Canada:

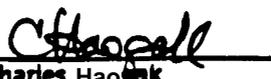
For the Committee for Original Peoples' Entitlement:

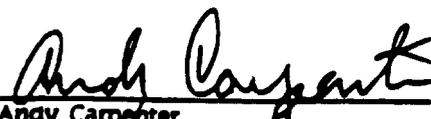
  
The Right Honourable Pierre E. Trudeau  
Prime Minister of Canada

  
Peter Green  
President

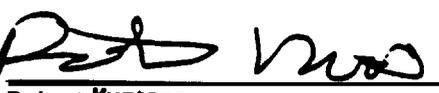
  
Nellie Courmouya  
Negotiator, Tuktoyaktuk

  
The Honourable John C. Munro  
Minister of Indian Affairs  
and Northern Development

  
Charles Haugak  
Vice-President  
Director, Sachs Harbour

  
Andy Carpenter  
Negotiator, Sachs Harbour

  
Sam Raddi  
Director, Inuvik

  
Robert Kuptana  
Negotiator, Holman

  
Billy Day  
Director, Inuvik

  
Nelson Green  
Negotiator, Paulatuk

  
Eddie Gruben  
Director, Tuktoyaktuk

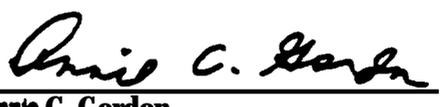
  
Mark Noksana  
Negotiator, Tuktoyaktuk

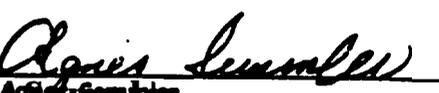
  
Simon Reisman  
Chief Negotiator for Canada

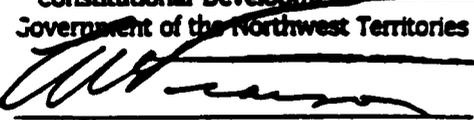
  
Bertha Ruben  
Director, Paulatuk

  
Renie Arey  
Negotiator, Aklavik

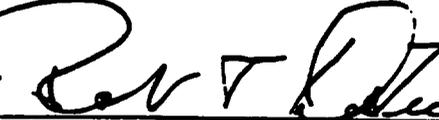
  
Dennis Patterson  
Minister, Aboriginal Rights and  
Constitutional Development  
Government of the Northwest Territories

  
Annie C. Gordon  
Director, Aklavik

  
Agnes Lemmel  
Negotiator, Inuvik

  
Chris Pearson  
Government Leader  
Government of Yukon

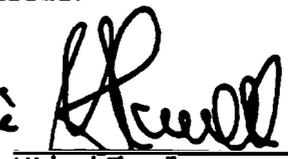
  
Elsie Klengenberg  
Director, Holman

  
Robert T. DeLury  
Chief Negotiator for COPE

WITNESSES:

  
Richard Neryso

  
Maurice Lafontaine

  
Michael Flavell

  
Randall Wait

AMENDMENTS To THE INUVIALUIT FINAL AGREEMENT

<u>SECTION</u>	<u>CHANGES TO BE MADE</u>
TABLE OF CONTENTS	TABLE OF CONTENTS ADDED
9.7 and J-6   Table of Contents	DeSalis - no space
i - :	replace "Territorial Lands Act", "Yukon Placer Mining Act" with "Prohibition and Withdrawal of Certain Loads from Disposal Order, 1980, No. 1"
Definitions: Inuvialuit pg 2	delete "or" and "or organizations" after trusts to definition of Inuvialuit
3(14) pg 3	delete "Directors"; add "Regional Councillors" delete "shareholders"; add "members"
3(1s) pg 3	delete "shareholders;" add "members" delete "its shareholders"; add "members" (4th Mne)
5(2)(b)	delete S(2)(b) and replace with "(b) is considered to be of Inuvialuit ancestry or is considered by reason of Inuvialuit custom or tradition to be Inuvialuit and is accepted in either case as a member of Inuvialuit Community Corporation; or"
5(2)(c)	Add "or its successor" after "referred to in subsection (4)"
s(3)	delete comma after community corporations; add "or the Inuvialuit Regional Corporation, as appropriate,"
5(4)	delete "within three months of the coming into force of the settlement legislation"; add "by December 31, 1987"

AMENDMENTS TO THE FINAL AGREEMENT

<u>SECTION</u>	<u>CHANGES TO BE MADE</u>
<b>7(33)(8)</b>	● dd (1) to read "one (1)"
7(98)	delete "IDC"; spell in full
<b>7(40)</b>	delete "IDC"; spell in full
<b>7(41)</b>	delete "IDC"; spell in full
<b>7(41)</b>	Inuvialuit typo; ● dd "i"
7(60)(e)	delete (ILA)
7(64)(a)	delete (ILA)
<b>7(64), (b), (c), (d)</b>	delete ILA; spell in full
<b>7(64)(d)</b>	add "forty-t- (42)"
<b>7(65) title ● nd section</b>	<b>Desalis</b> to be spelled <b>DeSalis</b>
7(80) "	● dd "the" before "Pingo Canadian Landmark"
7(82) -	after "Government" ● dd "of" the Northwest Territories
<b>7(85)(a)</b>	delete "function"; ● dd "rights"
7(88)	add "paragraph" before reference to (b) lands ● dd "device" ● fter "navigation ● id 0? safety"
7(88)	delete "Area,"; ● dd "Areas Numbers 1 and 2 as shown in Annex D,"
7(89), 7(91)	● dd "paragraph" before <i>reference</i> (1)(b) lands
<b>7(94)</b> "	delete "their lands with respect to the holders of rights" ● dd "the rights Of Interest holders"

AMENDMENTS TO THE INUVIALUIT FINAL AGREEMENT

SECTION	CHANGES TO BE MADE
11 (3)	add. (3); ● dd .(1 )"
11(5)	add. (3 )°
11(6)	add "the" before Government of the Yukon delete "the" before "Yukon"
11(7)	delete "one" to read "where ● ny of the parties"
11 (16)	correction: delete "subsection (14)"; ● dd "subsection(15)"
11(16)	delete 'declines out': ● dd 'declines to carry out'
1,1(18)	delete "Of the three (3) members appointed by Canada, one shall be Designated by the Territorial Government in whose jurisdiction the development being reviewed is to be located";
	add ● of the three (3) permanent members ● ppointed by Canada, ● ach of the Governments of the Northwest Territories and the Yukon shall designate one (1)."
11(18)	delete Inuvialuit; in last sentence ● dd "natives" (shall be maintained)
11(19)	delete 'subsections (6) to (9)'; add "subsections (6) to (10)"
11 (21)	delete "anyone"; ● dd 'any of the parties'
11 (29)	add 'within" to read 'in writing within thirty (30) days"
12(3) (c)	conservation typo; ● dd "r"
12(4)	delete disposition; add "Disposal"

**AMENDMENTS TO THE INUVIALUIT FINAL AGREEMENT**

SECTION	CHANGES TO BE MADE
14(3)	delete "and"; add "or"
14(4)	delete "structures"; add "bodies"
14(13)	Inuvialuit typo; delete "u" t
14(19)	add "established by subsection (45)" after (NW) add "established by subsection 61)" after Committee
14(23)	add "of wildlife" after "harvesting"
14(31)	delete last sentence starting "Subsection 12(39) applies"
14(34)	spell IDC in full
14(36) (e) (ii) (F)	delete "and"; add period after "birds"
14(36)(C) (ii) (F)	delete period; add semi colon after "birds"
14(46)	add "six" ( )
14(46)	amend to read: "The Council shall initially have seven (7) members: the Chairman of the Council, one (1) representing Canada, t* (2) representing the Government of the Northwest Territories, and three (3) representing "the Inuvialuit."
14(47)	add "including the adjacent near shore and offshore waters" after words "Northwest Territories"
14(62)	add "(4)", "(2)", "(4)"
14(66)	add "thirty"
14(67)	add "thirty"
14(69)	add "thirty"
14(70)	add "thirty"

**AMENDMENTS TO THE FINAL AGREEMENT**

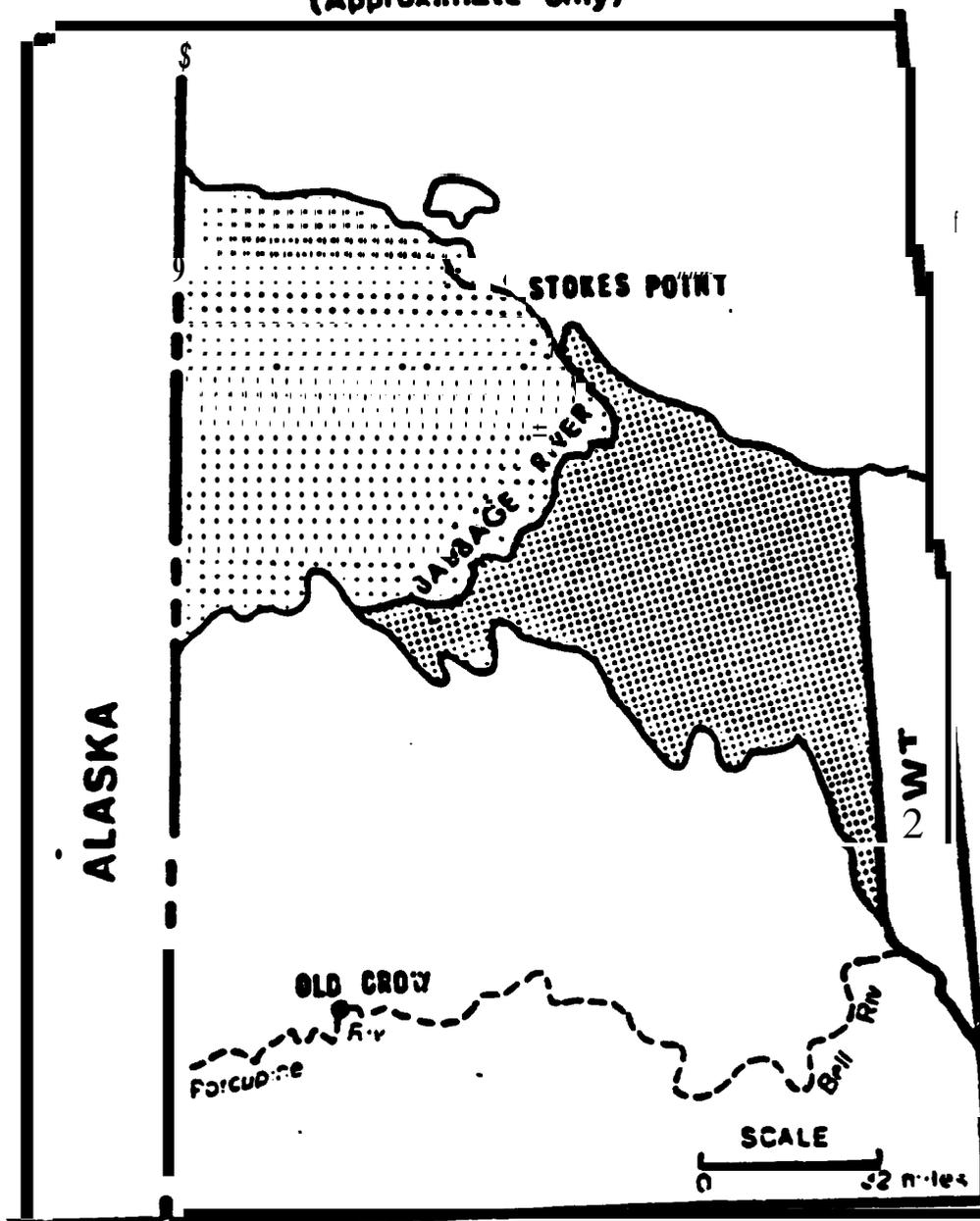
SECTION	CHANGES TO BE MADE
16(3)	delete 'subsection (1)'; ● d d 'subsection (2)'
If(8)	spell IDC in full f
16(8)(8)	spell IDC in full change \$10 million to read "Ten (10) million dollars"
16(13)	add '(10)- to read "ten (10)" add "(25)" to read 'twenty-five [2s]'
16(13)(C)	add "(15)" to read "fifteen (15)" add '(10)- to read 'ten (10)'
17(3)	replace ● of \$7.5 million ● nd make appropriate financial provision at the time of the Settlement Legislation" with 'and shall deposit therein \$7.5 million
17(3) " .	replace 17(3) with "Canada Shall establish ● Social Development Fund and deposit therein Seven million five hundred thousand (7,500,000) dollars. The fund shall be incorporated, non-profit and tax exempt.
18(3)	add "(11)" to read "eleven (11)'
18(4)	add <sup>8</sup> (5)" to read "five (5)" 8dd "(3)" to read "three (3)'"
18(s)	add "(3)" to read "-three (3)'"
18(6)	add "(s)" to read "five (5)" 8dd "(219" to read "two (2)"
18(6)	sdd 'from time to time" after "Inuvialuit Settlement Region" edd "in the Region ● fter 'with regard to ● sset8-
18(12)	add '(s)" to read "five (5)" add <sup>8</sup> (2)" to read "two (2)" Capital letter: Territory

AMENDMENTS To THE FINAL AGREEMENT

SECTION	CHANGES TO BE MADE
19( 16)	add 'ten" to read "ten (10 )"
19 (19) (d)	add ~: <b>fifteens</b> to read " <b>fifteen</b> (15
19 (19 ) (.)	add "seven" to read "seven (7 )" "
20 (3)	delete thereof; add 'hereof"
ANNEX A-1 Pg 39	delete Amundson; add "Amundsen"
MNX A-1 Pg 40	add "unless agreed otherwise" between shall and revert
MNX D	delete No.: add "Number"
ANNEX E Pg 49	line of Babbage River adjusted/
ANNEX E Pg 49	Watershed boundary - revise Annexes A and E to accord with legal description - see attached
ANNEX M-2 Pg 67	add hyphen between H and 2
ANNEX J "Pg" 81	delete (7)(1)(a); add Z(1)(.)-
ANNEX J-5 Pg 87	change Desalis Bay to read DeSalis Bay
ANNEX J-S Pg 87	delete space in DeSalis
ANNEX x Pg 9 1	delete (7)(1)(a); add "7(1)(.)"
ANNEX K-6 Pg 103	add hyphen between K and 6
Mm% M Pg 10s	delete quotation marks after Act.
Signature Page	add "Pono Trudeau and Mr. Reisman" signatures.
Signature Page	add resigned at Tuktoyaktuk C Northwest Territories, this 5th day of June, 1984°
Signature Page	indicate signatures of Prime Minister and Mr. Reisman added after June 5 signing

# YUKON NORTH SLOPE

(Approximate only)



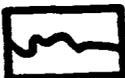
EASTERN PORTION NORTH SLOPE



WESTERN PORTION NORTH SLOPE



TERRITORIAL PARK

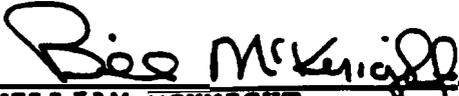


WATERSHED BOUNDARY



SOUTHERN BOUNDARY OF LAND WITHDRAWAL

Signed at **Hull** this **11th** day of **MAY**, 1987.

  
\_\_\_\_\_  
**WILLIAM MCKNIGHT**  
**Minister of Indian Affairs**  
**and Northern Development**

Signed at **INUVIK** this. **14th** day of **APRIL**, 1987.

  
\_\_\_\_\_  
**ROGER GRUBEN**  
**Chief Regional Councillor,**  
**Inuvialuit**