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Date of Report: 1986

Author: Inuvialuit Regional Corporation

Catalogue Number: 10-2-10

INUVIALUIT LAND ADMINISTRATION - RULES  
AND PROCEDURES

Sector: Land Claims Information

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INUVIALUIT LAND ADMINISTRATION

# *RULES and PROCEDURES*

Issued April 1, 1986

INUVIK, NORTHWEST TERRITORIES  
CANADA

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INUVIALUIT LAND ADMINISTRATION  
RULES AND PROCEDURES

Issued April 1, 1986

INUVIK, NORTHWEST TERRITORIES  
CANADA

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AMENDMENTS TO ILA RULES & PROCEDURES

TYPES OF RIGHTS

- 6(2)(m) Temporary Right-of-Way: the right granted for the non-exclusive use of a strip of **Inuvialuit** Lands for a limited period of time for the purpose of commercial transportation of people, goods and materials by road or rail, petroleum or water by pipeline, or electricity by a electricity transmission system. This subsection shall not apply to the transportation of goods and material by **Inuvialuit** for recreational or residential purpose.

July 27, 1988

PUBLIC **ILAC** MEETING: FIVE PHASES

- 7(51) The **public** session of the **ILAC** shall be held in the second week of the month following the month of the Announcement, . . . The Session shall be held in the Boardroom of the **ILA** in Tuktoyaktuk or in such other location as determined by the Administrator. The session shall be conducted for a period no longer than one week, unless otherwise decided by the **ILAC**. The session shall, with respect to any Application take place in five separate phases. The five phases shall be:

- (a) First Phase: The public shall be invited to make comments on the Application or Appeal and the Administrator shall table such provisions as he deems necessary pursuant to subsection 6(20) hereof.
- (b) Second Phase: The Applicant shall be given the opportunity to provide further clarifications or respond to comments made during the first phase or to provide modifications of the Application.
- (c) Third Phase: The **ILAC** shall prepare or announce a draft or intended decision with regard to the Application or Appeal.
- (d) Fourth Phase: The public shall be invited to make comments on the clarifications or modifications made by the Applicant.
- (e) Fifth Phase: The **ILAC** shall take the necessary decision regarding the Application or Appeal.

Where the **Inuvialuit** organizations have granted approval to any applications prior to the **ILAC** session or the Administrator has received indications that the

public, Applicant and any **Inuvialuit** organizations will not or can not be present in the First through Fourth phases, the **ILAC** may decide to hold the session via teleconference between the Administrator and Commissioners. However, at least one month per quarter, **ILAC** shall hold the session, with Commissioners present in person, in the Boardroom of the **ILA** in Tuktoyaktuk or in such other location as determined by the Administrator.

Where there are no comments or no comments requiring clarifications or modifications by the Applicant during the First Phase, the **ILAC** may decide to forego the Second, Third and Fourth phases with respect to the Application.

Where the **ILAC** is of the opinion that the modifications made by the Applicant during the Second Phase are of a nature that requires a new Announcement regarding the proposal in order to give the public the opportunity to review the modifications, he shall so inform the Applicant and the Third, Fourth and Fifth phases of the session shall be delayed until the next **ILAC** meeting.

Where the Applicant requests a decision from the **ILAC** at a time other than its prescribed session dates and where the **ILAC** is of the opinion that the application is of such a high level of importance that a decision should not be delayed to the next prescribed **ILAC** session, the **ILAC** may decide to hold a Special Session by teleconference or in person provided, however, the application has the support and approval of the **Inuvialuit** organizations. The costs incurred by **ILA** to hold such a Special Session shall be borne by the Applicant.

March 21, 1991

**RATIFICATION FOR A CONCESSION**

7(81)

A Concession is not valid unless it has been ratified by a majority vote of two-thirds of the members of the appropriate Community Corporation present at the Annual meeting or a Special meeting of the Community Corporation held, in accordance with the By-laws of that Corporation.

**AMENDMENTS . PAGE 3**

An amendment to a Concession is not valid unless **ratified:**

- (a) by a majority vote of two-thirds of the Directors of the appropriate Community Corporation; or
- (b) if the Directors of the appropriate Community Corporation deem it necessary or desirable, by a **majority vote** of two-thirds of the members of the Community corporation present at the **Annual meeting** or a Special meeting of the Community Corporation held in accordance with the **By-laws** of that Corporation.

October 22, 1990

7(82)

**RATIFICATION FOR A COMMERCIAL LEASE CLASS 1, GRAZING PERMIT, PUBLIC RIGHT-OF-WAY OR PERMANENT RIGHT-OF-WAY**  
A Quarry Concession, commercial Lease **Class 1, Grazing Permit, or Public or Permanent Right-of-Way** which relates to an area which is in whole or in part on 7(1)(a) lands, is not valid unless it has been ratified by a majority vote of two-thirds of the members of the appropriate **Community corporation present at the Annual meeting or a Special meeting** of the Community Corporation held in accordance with the By-laws of that Corporation.

An amendment to such a Quarry **Concession, Commercial Lease Class 1, Grazing Permit, or Public or Permanent Right-of-Way** is not valid unless ratified:

- (a) by a majority vote of two-thirds of the Directors of the appropriate Community Corporation; or
- (b) if the Directors of the appropriate Community Corporation deem it necessary or desirable, by a majority vote of two-thirds of the members of the Community corporation present at the **Annual meeting** or a Special meeting of the Community Corporation held in accordance with the By-laws of that Corporation.

October 22, 1990

7(83)

A **Quarry Concession, commercial Lease Class 1, Grazing Permit, or Public or permanent Right-of-Way** which relates to an area which is in whole or in part on 7(1) (b) lands, is not valid unless it has been ratified

AMENDMENTS - PAGE 4

by a majority "vote of two-thirds of the members of the **Inuvialuit** Regional Corporation present at the Annual meeting or a Special meeting of the **Inuvialuit** Regional Corporation held in accordance with the By-laws of that Corporation.

An amendment to such a Quarry Concession, Commercial Lease Class 1, **Grazing** Permit, or Public or Permanent Right-of-Way is not valid unless ratified:

- (a) by a majority vote of two-thirds of the Directors of the **Inuvialuit** Regional Corporation; or
- (b) if the Directors of the **Inuvialuit** Regional Corporation deem it necessary or desirable, by a majority vote of two-thirds of the members present at the Annual meeting or a Special meeting of the **Inuvialuit** Regional Corporation held in accordance with the By-laws of that Corporation.

October 22, 1990

FEES AND ADMINISTRATION COSTS

- a(3) Where the Administrator, under the general direction of **ILAC**, is of the opinion that **all** or part of the Operations of the Holder are of **significant** cultural, scientific, recreational or social value to the **Inuvialuit**, or are related to tourism development and guiding services, he may lower some or all of the fees established in subsection 8(1) hereof, but not to less than 25% of the amounts applicable from year to year in accordance with these Rules, except in case of a Land Use **Licence** or Residential Lease where the fees may be waived completely. The subsection shall apply **only** to research operations carried out under a Land Use **Licence** pursuant to section ten of the Rules. The subsection shall not apply to Public Leases, Public Right-of-Way, Commercial Leases Class 1 & 2, Concessions and Quarry Concessions, Land Use Permits Class A, **Grazing** permits, Well Site Leases and Permanent Right-of-Ways.

July 27, 1988

- 10(8) (d) LAND USE PERMIT CLASS 'C'  
the establishment of any campsite that is to be used for purposes other than provided for in subsection 10(1) and 10(2) hereof, or other than provided for in subsections 10(6) and 10(7) hereof, or that is to be

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used for more than 30 person days per year for  
of tourism development and guiding services. Purposes

October 26, 1983

- 11(20) Any **Licence** or Concession shall be subject to the royalties established for Sand and Gravel pursuant to subsection 7(32) of the Agreement. (1982 value **\$.75/cu. yd.**) **Inuvialuit** beneficiaries are exempt from payment of **all** gravel royalties on volumes of sand and gravel obtained for personal use up to a maximum of 50 cu. yd. (38 cu. m.) annually.

May 3, 1991

- 13(4) **RESIDENTIAL LEASES**  
Residential Leases can only be granted to the extent that the persons or families can provide evidence that such lease is occupied on a full time, seasonal or occasional basis for at least sixty calendar days during any particular time of a calendar year by the said persons or **families**, as residence or for the purpose of recreation, or wildlife harvesting support, or tourism development and guiding activities which do not exceed 30 person days/year.

July 27, 1983

INTRODUCTION

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INUVIALUIT LAND ADMINISTRATION RULES AND PROCEDURES

WHEREAS the Western Arctic (Inuvialuit) Claims Settlement Act, approving, giving effect to and declaring valid the Inuvialuit Final Agreement, provides the Inuvialuit with title to certain lands ("Inuvialuit Lands"), such title to be vested in the Inuvialuit Land Corporation,

AND WHEREAS the Inuvialuit Final Agreement, signed by the Committee for Original Peoples' Entitlement ("COPE") on behalf of the Inuvialuit and by the Government of Canada on June 5, 1984, provides for the management and administration of these lands, by the Inuvialuit Land Administration (ILA), a division of the Inuvialuit Regional Corporation (IRC).

AND WHEREAS it is desirable for the orderly administration of Inuvialuit Lands that Rules and Procedures be established:

NOW THEREFORE, the Inuvialuit Regional Corporation and on behalf of the Inuvialuit, hereby approve, adopt and issue the INUVIALUIT LAND ADMINISTRATION RULES AND PROCEDURES which follow.

On this 1st day of April, 1986 in the Town of Inuvik, Northwest Territories, Canada.

Roger Gruben, Chief Regional Councillor  
Pauline Gordon, Deputy Chief Regional Councillor  
John Banksland, Regional Councillor  
Charles Haogak, Regional Councillor  
Garrett Ruben, Regional Councillor  
Albert Elias, Regional Councillor

For the Board of Regional Councillors of the  
Inuvialuit Regional Corporation.

-----  
For additional copies of the Inuvialuit Land Administration Rules & Procedures please contact:

Inuvialuit Land Administration	Telephone: (403) 877-2202
P.O. Box 290	Telex: 034-44517
Tuktoyaktuk, N.W.T., X0E 1C0	Telecopier: (403) 877-2487
Canada	
Attention: Inuvialuit Land Administrator	

Please make cheque or money order payable to the "Treasurer of the IRC" c/o Inuvialuit Land Administration (ILA), in the amount of \$25.00

The Inuvialuit Land Administration Rules & Procedures provide rules, information, format, policy and procedures governing access to and across Inuvialuit Lands, and any activities which may be performed on Inuvialuit Lands.

The original draft of these Rules was prepared in October, 1984, and a second followed in April, 1985. A draft of these Rules was circulated to interested parties for their review, comments and suggestions as to format and content, and many of these suggestions have been incorporated into this final version of these Rules.

The units of measurement in these Rules are based on the International System of Units (SI). However, for convenience of the user, the equivalents in units still commonly used in the Western Arctic are provided in brackets.

The Inuvialuit Land Administration, a Division of the Inuvialuit Regional Corporation, would like to thank the following agencies and companies whose contributions, comments, concerns, suggestions, material and patience have assisted in the formulation of the Inuvialuit Land Administration Rules and Procedures: the Department of Indian Affairs and Northern Development, Esso Resources Canada Limited, Gulf Canada Resources Limited, and the Canadian Oil and Gas Legislative Authority as well as many Inuvialuit organizations and individuals.

SECTION ONE

GENERAL

- 1(1) All Inuvialuit Lands have been transferred to and are owned by the Inuvialuit Land Corporation (ILC), a wholly owned subsidiary of the Inuvialuit Regional Corporation (IRC), and are administered by the Inuvialuit Land Administration (ILA), a division of the IRC.
- 1(2) These Rules govern the manner in which the ILA shall administer the Inuvialuit lands.
- 1(3) These Rules may be amended from time to time in accordance with the By-laws of, the IRC.
- 1(4) The ILC, through the ILA, may grant certain rights ("Rights") to Inuvialuit Lands. Any such Rights shall be issued by the ILA and shall be subject to these Rules as the same may be amended from time to time.



SECTION TWO

INTERPRETATION - DEFINITIONS

2(1) in these Rules:

"Act" means the Western Arctic (Inuvialuit) Claims Settlement Act, proclaimed July 25, 1984 which approved, gave effect to and declared valid the Inuvialuit Final Agreement:

"Administration costs" means the costs as determine pursuant to section eight hereof:

"Administration Fees" means the fees levied pursuant to section eight hereof;

"Administration Revenues" means the revenues as determined pursuant to section eight hereof;

"Administrator" means the Administrator of the Inuvialuit Land Administration named pursuant to the By-Laws of the IRC;

"Agreement" means the Agreement between the Committee For Original Peoples' Entitlement, representing the Inuvialuit of the Inuvialuit Settlement Region, and the Government of Canada dated June 5, 1984:

"Applicant" means any person making an Application:

"application" means an application pursuant to subsection 7(14) hereof;

"Application Fee" means the fee established pursuant to subsection 7(19) hereof;

"Assistant Administrator" means an Assistant Administrator of the Inuvialuit Land Administration named pursuant to the By-Laws of the IRC;

"Anniversary Date" means the date one or more successive calendar year following the date that a Right was granted;

"announcement" means an official public Announcement by the Administrator pursuant to subsection 7(9) hereof:

"Block" means a single Block of 7(1)(a) lands near an Inuvialuit Community or in Cape Bathurst, as defined in subparagraphs 7(1)(a)(i) and 7(1)(a)(ii) of the Agreement;

"Board" means the Board of Regional Councillors of the IRC in accordance with the By-Laws of the IRC;

"Chief Councillor" means the Chief Community Councillor of a Community Corporation in accordance with the By-Laws of the Community Corporation;

"Chief Regional Councillor" means the Chief Regional Councillor of the Inuvialuit Regional Corporation in accordance with the By-Laws of the IRC;

"Class A Permit" or "Permit Class A" means a permit as described in subsection 10(6) hereof;

"Class B Permit" or "Permit class B" means a permit as described in subsection 10(7) hereof;

"Class C Permit" or "Permit Class C" means a permit as described in Subsection 10(8) hereof;

"Commercial Activity" means any activity on Inuvialuit Land, with the motive or aim of earning revenue, other than wildlife harvesting, photography, painting or drawing;

"Commissioner" means the Chairman of the ILAC in accordance with the By-Laws of the IRC;

"Completion Date" means the last day that a Right is in force;

"Concession" means a Petroleum, Coal or Mineral concession pursuant to subsection 6(2) hereof;

"Crossing" means any bridge, crossway or structure or any embankment, curbing, excavation, land clearing or other works uses or intended to be used to enable persons, vehicles or machinery to cross any stream, highway or road;

"Day" means a working day, not including Saturdays, Sundays, or official holidays;

"Default" means the failure to comply with the terms of a Right or Provisions of the Rules, the Agreement, or laws of general application.

"District Oil and Gas Conservation Engineer" means a conservation engineer appointed pursuant to the Oil and Gas Production and Conservation Act of Canada;

"Dominion Geodesist" means the Dominion Geodesist and the Director of the Geodetic Survey, in the Department of Energy, Mines and Resources;

"Due Date" means the date on which any Dues are payable in accordance with the Right or these Rules;

"Dues" means all rents, royalties, fees, or charges payable by the Holder or applicant to the ILC or IRC pursuant to a Right;

"Effective Date" means the first day that a Right is in force;

"Enforcement Costs" means the costs pursuant to Section eight hereof;

"Environmental Impact Screening and Review Process" means the process set out in Section eleven of the Agreement;

"Final Agreement" or "Agreement" means the Agreement between the Committee for Original Peoples' Entitlement, representing the Inuvialuit of the Inuvialuit Settlement Region, and the Government of Canada, dated June 5, 1985.

"Gas" means natural gas and includes all Substances, other than oil, that are produced in association with natural gas;

"Geophysical Survey" or "Seismic Survey" means any investigation carried out on the surface of the ground to determine the nature and structure of the subsurface;

"Holder" means the holder of a Right;

"IDC" means the Inuvialuit Development Corporation;

"IGC" means the Inuvialuit Game Council;

"Information" means any reports, studies, interpretations, magnetic tapes, magnetic disks data, samples, maps, logs, cores, results of analysis, test results, or any other information that may become available as a result of the operation of a Holder;

"Inspection Fees" means the fees established pursuant to section eight hereof;

"Inspector" means an inspector designated by the Administrator in accordance with these Rules, and includes the Administrator or an Assistant Administrator;

"Inspector Day" means a period measured by reference to the presence of an inspector for 8 hours during a period of 24 hours;

"Inuvialuit" has the meaning defined in the Agreement;

"Inuvialuit Business" means a business owned or controlled by the Inuvialuit to an extent greater than 50%;

"Inuvialuit Community" has the meaning defined in the Agreement;

"Inuvialuit Guides" means Inuvialuit whom are registered with the Inuvialuit Game Council who engage in the guiding of tourists, hunters, fishermen, or scientists on Inuvialuit Land;

"Inuvialuit Lands" has the meaning defined in the Agreement;

"ILA" means the Inuvialuit Land Administration, a division of the IRC;

"Inuvialuit Land Administration Commission" ("ILAC") means that Commission constituted by the By-Laws of the Inuvialuit Regional Corporation;

"ILC" means the Inuvialuit Land Corporation;

"IPC" means the Inuvialuit Petroleum Corporation as constituted by its parent, the Inuvialuit Development Corporation, with the approval of the IRC;

"IRC" means the Inuvialuit Regional Corporation as incorporated pursuant to the Agreement;

"Land Occupancy" means the occupation of a particular parcel or strip of land in a manner that: ("a) the Holder has the right to deny other persons, other than officials carrying out their duties, entry on such lands; or, (b) the activity of the Holder is of a nature that the Administrator can reasonably claim the area to be largely or exclusively used for the purposes defined in the Right;

"Land Occupancy Rent" means the rent payable for Land Occupancy;

"Lend Use" means the use of a parcel or strips of land in a manner that does not exclude others from the use of the same lands for other purposes;

"Land Use Rent" means the rent payable for Land Use;

"Lease" means a Lease entered into pursuant to section thirteen hereof;

"Lessee" means the lessee under a Lease and includes a person engaged in an operation under or in relation to such Lease or anyone employed or contracted by a lessee to conduct an operation;

"Letter of Clearance" means a letter of clearance issued pursuant to subsection 7(90) hereof;

"Licence" means a Licence pursuant to subsection 6(2) hereof;

"Licensee" means a Holder of a Licence and includes a person engaged in an operation under or in relation to such Licence or anyone employed or contracted by a Licensee to conduct an operation;

"Line" means a route used to give surface access to any land for the purpose of carrying out a geophysical, geological or engineering survey;

"Man-day" means with respect to the use of a campsite, a period measured by reference to the use of that campsite by one person for 24 hours;

"Mineral" has the meaning defined in Annex M of the Agreement;

"Monument" means any post, stake, peg, mound, pit, trench or any other object, thing or device used to officially mark the boundary of any surveyed lands, or placed or established for any topographic, geodetic or cadastral purpose;

"Occupancy" means the temporary or permanent, exclusive or predominant occupation by the Holder of the area identified in the Right;

"Official Document" means an Application, a Proposal for a Participation Agreement, a Right, A Participation Agreement or such other documents as the Administrator may determine from time to time, and including the documents mentioned in subsection 7(1);

"Oil" means: (a) crude oil regardless of gravity produced at a well head in liquid form: (b) any other hydrocarbons, except coal and gas, including hydrocarbons that may be extracted or recovered from surface or subsurface deposits, including deposits of oil sand, bitumen, bituminous sand, oil shale and other types of deposits: and, (c) LPG and condensates;

"Operation" means any work or undertaking or occupancy of Inuvialuit lands that requires a Right or permission:

"Operating Authority" means an authority pursuant to subsection 6(27) hereof:

"Operator" means the manager of the Operation, where there is more than one holder of a Right whether granted by the Inuvialuit or by Canada, and such holders have entered into an operating agreement designating the manager of the Operations as the Operator:

"Participation Agreement" has the meaning set out in Section 10 of the Agreement;

"Parties" means a Party and the ILC:

"Party" means a holder of a valid right or interest issued by Canada or a person who intends to obtain a valid right or interest to be issued by Canada and who has entered into a Participation Agreement or who intends to enter into a Participation Agreement:

"Permit" means a permit pursuant to subsection 6(2) hereof;

"Permittee" means a Holder of a Permit and includes a person engaged in an Operation or in relation to such Permit or anyone employed or contracted by a Permittee to conduct an Operation;

"Person" means a natural person or any entity.

"Petroleum" means Oil and Gas:

"Prescribed Form" is a form drafted pursuant to subsection 7(71) hereof:

"Quarry Concession" means a Quarry Concession pursuant to subsection 6(2) hereof:

"Reconnaissance Permit" means a Reconnaissance Permit pursuant to subsection 6(2) hereof:

"Register" means the Inuvialuit Land Management Register established pursuant to Section seven hereof;

"Right" means a permit, licence, lease, concession or right-of-way issued by the Administrator in accordance with the Rules, for the landowner, the ILC;

"Right-of-way" means a right-of-way established pursuant to subsection 6(2) hereof;

"Rig Release Date" means the date on which, in the opinion of a District Oil and Gas Conservation Engineer, a well drilled for the purpose of discovering or producing oil has been properly terminated;

"Road Use Agreement" or "Roadway Agreement" means an agreement between the Holder of a Temporary or pursuant Right-of-Way and a third party for his use of that Right.

"Rock Trenching" means any excavation carried out for the purpose of obtaining geological information;

"Rules" means these Rules and any land administration rules and procedures issued by the IRC, pursuant to its By-laws:

"Sand and Gravel" means sediments consisting of loose granular materials consisting mainly of particles larger than clay, and includes, for the purpose of these Rules, also silt;

"Seismic Surveys" means a geophysical exploration activity for the purpose of discovering Petroleum, not including the drilling of wells deeper than 200 meters:

"Spud-in" means the initial penetration of the ground for the purpose of drilling an oil or gas well:

"Staging Area" means an area required by a Holder for the storage, loading, unloading and transfer of fuel, equipment or materials or for the temporary provision of living quarters for personnel:

"Stake" or "Staking" means the identification of shores pursuant to subsection 19(18) hereof;

"Surface Materials" means sand and gravel and any rock, construction stone, carving stone, limestone, soapstone, marble, gypsum, shale, volcanic ash, earth, soil and distomaceous earth, ochre, marl or peat or other substances regulated by regulations other than the Canada Mining Regulations, made pursuant to the Public Lands Grant Act or the Territorial Lands Act, but not including coal, petroleum and related hydrocarbons and sulfur

Surface materials are usually quarried or dredged but may occasionally be obtained through mining or as a byproduct of mining;

"Stream" means any lake, river, pond, swamp, marsh, channel, gully, coulee or draw that continuously or intermittently contains water:

"Surveying" means: (a) any surveying activity duly authorized in accordance with the Laws of Canada: and. (b) any other activity related to the measurement of parcels, distances, or the geophysical location on the surface of the earth for purposes approved by the Administrator. Under no circumstance shall surveying include any digging, trenching, staking, drilling, or any form of exploration for petroleum, coal, minerals and surface materials.

"Surveyor" means a Surveyor duly authorized to survey lands in the area:

"Wildlife" has the meaning defined in the Agreement:

"wildlife Impact Assessment" means the Assessment pursuant to subsection 22(8) hereof:

"7(1)(a) lands" means the Inuvialuit lands pursuant to paragraph 7(1)(a) of the Agreement:

"7(1)(b) lands" means the Inuvialuit lands pursuant to paragraph 7(1)(b) of the Agreement:

- 2(2) wherever in these Rules a reference is made to the "Assistant Administrator" it shall also mean "Administrator" :
- 2(3) Words importing the singular number include the plural and vice" versa and words importing gender include the masculine, feminine and neuter genders:
- 2(4) The words and expression used in these Rules as defined Terms shall have the meanings given to them in subsection 2(2) hereof or in the Agreement.



SECTION THREE

APPLICABLE LAWS AND APPLICATION OF THESE RULES Pages

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SECTION THREE

APPLICABLE LAW AND APPLICATION OF THESE RULES

INUVALUIT LAND

3(1) These Rules apply to all Inuvialuit Lands, provided, however, that Section twelve hereof applies only to 7(1)(a) lands.

LAWS OF GENERAL APPLICATION

3(2) Except as otherwise provided in the Agreement, Inuvialuit lands shall be subject to the laws of general application to private lands from time to time in accordance with subsection 7(97) of the Agreement.

3(3) Pursuant to subsection 7(98) of the Agreement it may be agreed between the Inuvialuit and the appropriate Minister that certain laws and regulations that apply only to Crown lands shall also apply to Inuvialuit lands.

IRC BY-LAWS

3(4) Any agreement pursuant to subsection 3(3) hereof must be entered into by the Inuvialuit as represented by the IRC.

3(5) Any Agreement pursuant to subsection 3(3) hereof shall be for a maximum term as established by the IRC and may be renewable under such conditions as established by the IRC.

INUVALUIT FINAL AGREEMENT

3(6) No provision in these Rules nor any decision of the Administrator, the Commissioner, the IRC, or the Regional Councillor can be made contrary to the provisions of the Agreement, and where any discrepancy, inconsistency or contradiction occurs, the provisions of the Agreement shall prevail.

CIRCULARS ISSUED BY THE ADMINISTRATOR CONCERNING IMPLEMENTATION OF THE RULES

3(7) The Administrator may from time to time, with the approval of the Commissioner, issue circulars containing Guidelines concerning the implementation of these Rules.

3(8) Nothing in these Rules shall:

3(9) restrict or prejudice the rights and remedies available to the Inuvialuit under the general laws or the Agreement or

- (b) limit the liability of others pursuant to the general law or the Agreement, or
- (c) amend or limit the conditions set out in subsection 7(26) of the Agreement which is incorporated into these Rules mutatis mutandis.

SECTION FOUR

ACCESS

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SECTION FOUR

ACCESS

GENERAL PROVISIONS

- (- ) No person shall enter upon or cross Inuvialuit Lands without giving prior notice in the form of an Application to the Administrator and without having been issued a Right by the Administrator for the ILA, subject to subsections 7(13) through 7(17) of the Agreement. Any person that enters upon or crosses Inuvialuit lands shall do so in accordance with these Rules.

RECREATION ACTIVITIES WHICH REQUIRE NOTICE AND PERMISSION

- (2) With regard to the implementation of paragraph 7(14)(c) of the Agreement, prior notice and permission from the Administrator shall be required where a person is making recreational use of Inuvialuit Lands that is more than casual and individual in nature. Without limiting the Generality of the foregoing, the Administrator shall require notice and permission where the activity involves:

- (a) any vehicle other than a snowmobile or two, three or four wheel recreational vehicle;
- (b) the establishment of a campsite to be used for more than 100 man-days;
- (c) the use of any explosives;
- (d) the use of any power driven machinery for drilling, digging, grading, or removal of earth or for clearing or cutting of trees or brush;
- (e) the use of fuel canisters containing in total more than 400 liters (88 Imp. gallons);
- (f) the establishment of scientific instruments or the carrying on of scientific investigations;
- (g) the surveying of lands, or the prospecting or exploration for or extraction of any surface materials, petroleum, minerals or coal;
- (h) the carrying out of investigative or preliminary work for later possible development activities;
- (i) the construction of any dwelling or object;
- (j) the commercial guiding of tourists, hunters, fishermen, or scientists; or
- (k) any other Commercial Activity.

ACCESS OF A COMMERCIAL NATURE

4(3) Where access of a commercial nature is required in order to reach non-Inuvialuit Lands to exercise rights of a casual nature relating to Investigative and preliminary work on those lands, pursuant to paragraph 7(18)(a) of the Agreement, prior notice shall be given to the Administrator, in the form of an Application pursuant to Section seven hereof. After having obtained assurances from the applicant that the access is solely required for the purpose of paragraph 7(18)(a) of the Agreement, the Administrator shall issue a Land Use Licence for such purpose subject to the provisions of subsection 7(15) of the Agreement.

4(4) Where access of a Commercial nature is required in order to reach non-Inuvialuit Lands to exercise rights and the access required is significant but temporary, a Temporary Right-of-Way must be obtained from the Administrator prior to such access, pursuant to Sections seven and fifteen hereof, and subject to subparagraphs 7(18)(b)(i) and 7(18)(b)(ii) of the Agreement.

For the purpose of the Implementation of paragraph 7(18)(b) of the Agreement significant access shall mean access involving:

- (a) the use of vehicle other than a ski-doo, or two or three wheel recreational vehicle;
- (b) the construction of winter roads;
- (c) the use of any power driven machinery for the drilling, digging, grading or removal of earth or the clearing or cutting of brush or trees;
- (d) the establishment of any depots, camps, terminals, wharfs building, or Staging Areas;
- (e) the use of any explosives; and
- (f) the construction of any temporary roads, rail, power lines, pipelines or waterlines or any temporary transport or transmission system.

COMMERCIAL ACCESS TO REACH NON-INVIALUIT LAND

4(5) Where access of a commercial nature is required in order to reach non-Inuvialuit lands to exercise rights where the access would require a permanent Right-of-Way. Such Right-of-Way must be obtained from the Administrator prior to any access to Inuvialuit Areas in accordance

with Sections seven (Procedures) and fifteen (Right of way Agreements) hereof, and paragraph 7(18)(c) of the Agreement.

4(6) Where access of a commercial nature is required by a holder of a valid right or interest issued by Canada on Inuvialuit Lands, access on and across Inuvialuit Lands shall be guaranteed by the ILA, subject to the provisions of Section ten (Participation Agreements) of the Agreement. The Administrator shall Issue the Rights required in order to carry out the planned exploration, development and production activities, in accordance with the procedures established in paragraph 7(18)(d) of the Agreement and Section seven hereof.

4(7) Any access of a commercial nature other than as set out in subsections 4(3) through 4(6) hereof, shall require the appropriate Right(s) issued by the Administrator in accordance with the procedures established in Section seven hereof.

#### ACCESS OF AGENTS, EMPLOYEES OR INSPECTORS OF GOVERNMENT

4(8) Where an agent, employee or inspector of government requires immediate, regular or occasional access to Inuvialuit Lands, such agent, employee or inspector shall have access to Inuvialuit Lands without approval of the Administrator, provided that:

(a) such agent, employee or inspector carries at all times during his presence on Inuvialuit Lands proof of his law enforcement duties;

(b) such agent, employee or inspector does not involve himself in any other activities than law enforcement; or;

(c) such agent, employee or inspector does not carry out any activity which would involve matters outlined in paragraphs 4(2)(b) through 4(2)(k) hereof, with the exception of the establishment of navigational aids or safety devices pursuant to subsection 7(88) of the Agreement, for a period of less than a year.

Where the agent, employee or inspector requires regular or occasional access, they shall inform the Administrator in advance by letter or telex of their schedule of anticipated visits. No prior notification shall be required where the agent, employee or inspector requires immediate access for the enforcement of their laws or during any emergency.

- (9) Any agents, employee or inspector of government shall have the right to enter and cross Inuvialuit Lands for legitimate government purposes related to the management of their programs, subject to Drier notification to the Assistant Administrator. The Assistant Administrator shall issue a land use licence in accordance with the snort procedure pursuant to subsection 7(36) hereof where the Administrator has verified that the access is in accordance with subsection 7(16) of the Agreement, and where he has received a written declaration of the respective government agency "that such agency shall be fully liable for any activities of its agent, employee or inspector.

#### ACCESS PROVISIONS

- (10) The granting of any access or Right by the Administrator shall always be subject to the provisions contained in subsection 7(20) of the Agreement as follows:

- (a) the granting of access by the Inuvialuit does 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.

The user who fails to comply with the access provisions of the Agreement or those contained in the Right issued by the Administrator may be removed from the Land, at the order of the Administrator

#### WRITTEN NOTICE OF DEFAULT

- (11) where any user has been removed from the land, the responsible official shall prepare a report for the Administrator summarizing the reasons for the removal. The Administrator shall review such report, and shall inform the user, after having heard the user at the user's request, whether the removal is:

- (a) permanent;
- (b) temporary for a time specified by the Administrator or,
- (c) temporary until such time as the user has complied with such terms and conditions as the Administrator may determine.



Furthermore, the user shall be charged with the removal costs, and the related administration casts and inspection costs, pursuant to Section eight hereof.

See Schedule III - Access Fees per Year

See also: General Access to and across Inuvialuit land.  
7(13) to 7(21): Inuvialuit Final Agreement.

Public Right of Entry on Inuvialuit Land to Fish  
7(22) to 7(26): Inuvialuit Final Agreement

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SECTION FIVE

OFFICIALS OF THE ILA

**INSPECTORS**

5(2) The Administrator may designate any person who qualifies in accordance with the By-Laws of IRC to be an Inspector of the ILA, for such period as the Administrator deems necessary,

5(2) The Administrator and the Assistant Administrator may act as "Inspectors at any time.

**ADMINISTRATOR MAY ISSUE RIGHTS**

5(3) Any Rights granted pursuant to subsection 6(1) hereof shall be issued, in accordance with the Rules, by the Administrator for the ILA, or may be issued by an Assistant Administrator for the ILA in case of a Licence, pursuant to subsections 7(36) and 7(39) hereof.

5(4) The Administrator may in writing, give to a Holder a direction as to any matter with respect to the Holder's Right or with respect to the Rules under which the Right was granted.

**ADMINISTRATOR MAY CANCEL A RIGHT**

5(5) Subject to subsection 6(34) hereof, the Administrator may, in accordance with subsection 7(84) and 7(85); hereof, cancel a Right where:

(a) the Holder has violated any terms or conditions of the Right; or

(b) the Holder continues to violate any terms or conditions of the Right, after having been informed of the default in writing by the Administrator, or

(c) the operations of a Holder have been suspended pursuant to subsection 5(16) hereof and the Holder fails or refuses to correct his default, to comply with the terms and conditions of the Right, or any provisions of the Rules, or (d) the Holder fails to make a payment to the IRC or ILC stipulated in the Right, or

(d) the Holder fails to make a payment to the IRC or ILC stipulated in the Right, or

(e) where the Holder has become subject to any bankruptcy or insolvency law.

5(6) The Assistant Administrator may, in accordance with the Rules, cancel a Land Use Licence, applicable to the respective Inuvialuit Community where the Holder has violated any terms or conditions of the Land Use Licence.

5(7) The cancellation of a Right under subsection 5(6) hereof does not relieve the Holder from any outstanding or surviving obligation arising under the terms and conditions of the Right or under the Rules or from complying with any notice, direction or order given by an Inspector or by the Administrator in relation to such obligations.

#### FUNCTIONS AND POWERS OF INSPECTORS

5(8) An Inspector may, at any reasonable time enter any place or premises on Inuvialuit Lands under the Holder's ownership, occupation, or control or used by the Holder for the operations, other than a private dwelling, and make such inspections as he thinks necessary to determine whether the terms and conditions of the Right or the provisions of these Rules are being complied with.

5(9) Any inspection pursuant to subsection 5(8) hereof may include, without limiting the generality of the foregoing, the requesting of:

(a) the taking of samples of supply of samples:

(b) the taking of any machinery or substances: and

(c) the making of any copy of any document related to the operations.

"The fulfilling of such request made by an Inspector shall not be unreasonably withheld." Where the Holder deems a request by an Inspector to be unreasonable, the Holder shall notify the Administrator in writing of his reasons therefore. The Administrator shall review such reasons and respond. If the fulfillment of the request is reasonable and essential for the execution of the Inspector's duties, the Administrator shall so inform the Holder in writing and the Holder shall thereupon fulfill the request, subject to his right to appeal pursuant to subsections 7(103) through 7(106) hereof.

5(10) Requests under subsection 5(9) regarding the exploration and exploitation of substances owned by the Inuvialuit shall be in accordance with circulars to be issued by the Administrator. Requests shall exclude any confidential information about substances which are owned by the Crown.

5(11) An Inspector, upon entering any place or premises, if so requested, shall stick the certificate of his appointment

5(12) All persons involved in the operations under which a Right has been granted shall provide Inspectors with such assistance as they may reasonably require in performance of the inspectors' duties.

5(13) No person shall knowingly make a false or misleading statement either orally or in writing to an Inspector engaged in carrying out his duties under these Rules.

#### SUSPENSION POWERS OF OFFICIALS

5(14) Subject to subsection 6(34,) hereof, where an Inspector is of the opinion that a Holder has failed to comply with any term or condition of his Right including any provision of the Rules, he shall so inform the Holder; if the default continues, the Inspector may give notice to the Holder of that fact and that if the default is not corrected within the time specified in the notice the Inspector may recommend to the Administrator that the operation or any part thereof be suspended. However, where irreparable serious damage or serious immediate danger is occurring, the Inspector may impose an immediate suspension. A Holder shall be subject to Enforcement costs from the date of the issuance of a notice of continuation of default pursuant to this subsection.

#### NOTICE OF SUSPENSION

5(15) If a Holder does not correct a default within the time specified in a notice given by the Inspector under subsection 5(13) hereof, the Administrator may order the Holder, in writing, to suspend the land use operation or any part thereof and the Holder shall thereupon suspend the operation or part thereof, subject to his Right to appeal pursuant to subsection 7(103) through 7(106) hereof, until the Administrator authorizes the Holder to resume the operation.

#### RESUMPTION OF A SUSPENDED RIGHT

5(16) The Administrator shall authorize a Holder to resume an operation or part thereof suspended under subsection 5(20) hereof when the Administrator is satisfied that the default has been corrected, unless the Right has in the meantime been cancelled or expired.

#### CORRECTION OF AN UNREPAIRED DEFAULT

5(17) Where a Holder has been informed of a default pursuant to subsection 5(14) hereof or an order has been made in respect thereof pursuant to subsection 5(15) hereof, the Administrator may, if the Holder fails to correct the default, take such action as he deems necessary to correct the default.

5(18) The costs of any action taken by the Administrator pursuant to subsection 5(16) hereof may be recovered from the Holder as a debt due to the IRC.

5(19) No order pursuant to subsection 5(14) shall be made in respect of an oil or gas drilling site between the time of Spud-in and the Rig Release Date without the advice of the District Oil and Gas Conservation Engineer for a well drilled by a Holder which is subject to paragraph 10(1) and 10(2) of the Agreement, or without the concurrence of the Administrator for a well drilled on the basis of a Concession granted pursuant to Section twelve hereof.

ANNUAL REPORT - ILA

5(20) The Administrator shall publish, prior to the first of March of each year, an Annual Report of the activities of the ILA, containing:

- (a) a general description of the activities of the ILA;
- (b) a listing of all Applications made to the Administrator;
- (c) a listing of all Rights issued by the ILA;
- (d) an overview of the Administration Costs incurred during the last calendar year;
- (e) a summary of the budget for this calendar year; and,
- (f) such other matters as the Administrator or the Commissioner may wish to include.

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SECTION SIX

RIGHTS AND AUTHORITIES

TYPES OF RIGHTS

- 5(1) All Rights issued by the Administrator for the ILA, for activities on Inuvialuit Lands, must be issued pursuant to subsection 5(9) hereof,
- 6(2) The types of Rights which may be granted on Inuvialuit Lands are:
- (a) Land Use Licence: the right to carry out operations of a non-commercial nature requiring occupancy of a specific area or non-exclusive use of a portion of Inuvialuit Lands for a limited period of time, as well as of a nature specified under subsections 4(9) and 10(2) hereof;
  - (b) Land Use Permit Class A, B. or C: the right to carry out operations of a commercial or public (governmental) nature requiring the occupancy of a specific area or the non-exclusive use of Inuvialuit Lands for a limited period of time:
  - (c) Grazing Permit: the right to carry out grazing for particular animals in a specific area on Inuvialuit Lands:
  - (d) Residential Lease: subject to subsection 13(16) hereof the exclusive right of occupancy of a limited area by individual persons or families, for the purpose of a residence, recreational residence or support for wildlife harvesting:
  - (e) Commercial Lease Class 1, 2 or 3: subject to subsection 13(16) the exclusive right of occupancy of a limited area to carry out operations of a commercial nature indicated in the Right:
  - (f) Well Site Lease: the exclusive right to occupy a limited area of land containing an oil or gas well.
  - (g) Public Lease: subject to subsection 13(16) hereof, , rights granted to a government, municipality, settlement, hamlet, or town for the occupancy of a limited area for public convenience and necessity;
  - (h) Quarry Licence: the non-exclusive right to extract Surface Materials from a specific location on Inuvialuit Lands,



- (i) Quarry Concession: the exclusive right to explore for and extract Surface Materials from an area on Inuvialuit Lands;
- (j) Reconnaissance Permit: the non-exclusive right to explore for Surface Materials on Inuvialuit Lands, for Petroleum, Coal or Minerals on 7(I)(a) lands;
- (k) Concession: the exclusive right to explore for and extract Petroleum, Coal or Minerals from a specific area on 7(I)(a) lands;
- (l) Public Right-of-Way: the right granted to a government, municipality, settlement, hamlet, or town for public convenience and necessity for the non-exclusive use of a strip of Inuvialuit Lands for construction, maintenance and use of a road, railway, pipeline for water transport or electricity transmission system;
- (m) Temporary Right-of-Way: the right granted for the non-exclusive use of a strip of Inuvialuit Lands for a limited period of time for the purpose of commercial transportation of people, goods and materials by road or rail, petroleum or water by pipeline, or electricity by an electricity transmission system; *amended*
- (n) Permanent Right-of-Way: the right granted for the non-exclusive use of a strip of Inuvialuit Lands for a long period of time for the purpose of commercial transportation of people, goods and materials by road or rail, petroleum or water by pipeline, or electricity by an electricity transmission system.

**ESTABLISHMENT OF A NEW TYPE OF RIGHT**

- 5(3) The IRC may, pursuant to its By-Laws, create a new type of Right on the basis of a Prescribed Form in accordance with subsections 7(71) through 7(74) hereof, through amendment of these Rules.

**TERM OF RIGHTS**

- 5(4) The term of a Right shall be for the reasonably estimated or actual duration of the proposed activities "or occupancy, provided, however, that the maximum term of the various Right shall not exceed the following Periods:

- (c) a Land Use Licence - 1 year
- (c) a Land Use Permit Class A, B or C - 2 years
- (c) a Grazing Permit - 5 years

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(d)	a residential Lease	- 40 years
(e)	a Commercial Lease Class 1, 2 or 3	- 30 years
(f)	a Well-Site Lease	- 30 years
(g)	a Public Lease —	- 50 years
(h)	a Quarry Licence	1 year
(i)	a Quarry Concession	10 years
(j)	a Reconnaissance Permit	2 years
(k)	a Petroleum, Coal or Mineral Concession	30 years
(l)	a Public Right-of-Way	50 years
(m)	a Temporary Right-of-Way	2 years
(n)	a Permanent Right-of-Way	30 years

#### COMPLETION DATE OF A RIGHT

6(5) Where a Right is granted pursuant to subsections 4(3) through 4(6) hereof, the Completion date of the Right shall be not later than the expiry date of the commercial interests that the Person has on or adjacent to Individual Lands pursuant to subsection 7(18) of the Agreement. Where a Right is granted pursuant to subsection 4(7) hereof, the term of the Right may expire where the term of another Right granted pursuant to subsection 4(7) hereof expires.

#### RENEWAL OF THE TERM OF A RIGHT

6(6) The term of a Right may be renewed under such terms and conditions as are stipulated in the Right. The term of a Right cannot be renewed unless the Holder has complied with all the obligations related to the Right sought to be renewed. Where any Default has occurred, the applicant must provide evidence to the satisfaction of the Administrator and Commissioner that the Default has been corrected and will not occur again during renewal.

#### MAXIMUM AREA OF OCCUPANCY

6(7) Where the Right includes the right of occupancy of an area, the total surface acreage of such area shall not exceed the following:

(a)	Land Use Licence (campsites)	- 5 ha
(b)	Land Use Permit	- 10 ha

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- (c) Residential Lease (See also sub-section 13(3)) 4 ha
- (d) Commercial Lease - 60 ha
- (e) Well-Site Lease 6 ha
- (f) Public Lease - 60 ha

6(8) AREA THAT MAY BE "USED  
Where the Right includes the right to use certain lands the total surface area of such lands shall not exceed the following:

- (a) Land Use Licence - Inuvialuit Lands
- (b) Land Use Permit 10 sq km
- (c) Grazing Permit - Inuvialuit Lands
- (d) Quarry Licence 10 ha
- (e) Quarry Concession 10 ha
- (f) Reconnaissance Permit 10,000 Sq km
- (g) Petroleum, Coal or Mineral Concession a block,

6(9) MAXIMUM WIDTH OF A RIGHT-OF-WAY  
The maximum width that can be granted for a Right-of-way is 50 meters.

6(10) ISSUANCE OF TWO (2) OR MORE RIGHTS TO AN OPERATOR  
The Administrator may issue more than one Right to the same person.

6(11) ISSUANCE OF TWO OR MORE RIGHTS TO THE SAME AREA  
The Administrator may issue one or more Rights to the same area where:

- (a) such Rights involve non-exclusive rights to carry out certain operations, or
- (b) the Rights involve exclusive rights related to different types of operations or substances.

Where the Administrator issues two or more Rights to the same area to different Holders, the Administrator may include provisions in the Rights, seeking to ensure that the Holders of the various Rights carry out their respective operations, with a minimum of mutual interference.

GENERAL TERMS AND CONDITIONS OF A RIGHT

6(12) A Right, other than a Licence, shall not be granted to any person unless such person demonstrates the technical and financial qualifications to carry out the obligations associated with such Right.

6(13) A Right cannot be granted unless: —

(a) the applicant has made, where applicable, Pursuant to subsection 7(94) hereof, the deposits required to guarantee the fulfillment of the obligations contained in the Right or for such other purpose as prescribed by these Rules:

(b) the Right follows a Prescribed Form approved by the Board:

(c) such person has deposited all applicable fees in the case of a Land Use Licence, or all applicable fees for the first year of operation for a Permit, Lease, Concession or Right-of-Way:

(d) where a Right is granted to any person pursuant to subsection 7(18) of the Agreement, such person has provided the Administrator with a copy of the interest or right granted to him by the Government of Canada.

OBLIGATIONS OF A RIGHT

6(14) Any Right shall contain the following obligations:

(a) the obligation to provide the Administrator on a regular basis with such information as the Administrator may prescribe from time to time in accordance with these Rules:

(b) the obligation to pay such applicable fees as the Chief Regional Councillor may prescribe from time to time in accordance with these Rules:

(c) the obligation to adhere to the Agreement and these Rules as they may be amended from time to time:

(d) the obligation to pay a fair compensation for the access to Inuvialuit Lands:

(e) the obligation to compensate the Inuvialuit for any damage to Inuvialuit Lands or for any diminution of the value of Inuvialuit interest in such lands:

- (f) the obligation to compensate Inuvialuit or any directly affected third persons for any damage or accidents as a result of the occupancy or operations carried out during term of the Right;
- (g) the obligation to provide Inuvialuit employment;
- (h) the obligation to provide opportunities for Inuvialuit businesses: and
- (i). that the Holder shall be responsible for all surveying casts related to the establishment of the Right.

The Administrator may waive the obligations under (g) and (h) for a Land Use Licence. The matters stipulated under paragraphs (g) and (h) hereof, shall be matters of negotiation, where a Right is granted pursuant to a Participation Agreement or an Access Agreement in accordance with Section sixteen hereof.

- 6(15) Any Right, except for .0 Land Use Licence, Concession or Quarry Concession shall stipulate the applicable Land Occupancy Rent or Land Use Rent, and may stipulate further rent where an area contains improvements owned by the Inuvialuit Land Corporation. Any Right may stipulate that any dispute regarding the size of the acreage involved or any other survey dispute shall be referred to the Surveyor General of Canada for adjudication.
- 6(16) Any Right, except for a Licence and a Residential Lease, may stipulate:
  - (a) the payments to be made to the IRC where work commitments have been established in the Right and where such work obligations have not been fulfilled:
  - (b) the education and training programs undertaken for the benefit of Inuvialuit; and
  - (c) equity participation by Inuvialuit in the undertaking or operations to be carried out.
- 6(17) Any Quarry Concession, Concession or Reconnaissance Permit shall stipulate the minimum work obligations in terms of minimum expenditures for periods stipulated in the Right or a minimum work program.

6(18) Any Quarry Licence, Quarry Concession or Concession shall stipulate the royalties payable.

6(19) Any Right shall stipulate the right of the Holder to terminate voluntarily such Right prior to the Completion Date of the Right, where the Holder has complied with the terms and conditions of such Right and the provisions of these Rules. Any such termination shall take place in accordance with the procedures established in subsections 7(86) through 7(88) hereof.

**VARIABLE TERMS AND CONDITIONS**

6(20) While it remains the obligation of the Holder to comply with all provisions of the Agreement and these Rules, the Administrator may include in any Right additional terms and conditions, related to Land Use Operations, that can be changed pursuant to subsection 7(100) hereof, respecting:

- (a) the part of the Right of Way, the location and area of Inuvialuit Lands that may be used for certain operations,
- (b) the times at which operations may be carried on
- (c) the type, size and weight of equipment that may be used in the operations.
- (d) the methods and techniques to be employed by the Holder in carrying out the operations:
- (e) the type, location, capacity and operation of all facilities to be used by the holder in the operations:
- (f) the methods of controlling or preventing ponding of water, flooding, erosion, slides and subsidences of land;
- (g) the production, use, storage, handling and ultimate disposal of any sewage, chemical or toxic material to be used in the operations:
- (h) the protection of wildlife, reindeer, flora and harvesting activities;
- (i) the protection of objects and places of recreational, scenic and ecological value:
- (j) the establishment of petroleum fuel storage facilities:

- (k) the methods and techniques for debris and brush disposal;
- (l) the obligation to prepare and submit a plan acceptable to the Administrator, for the removal of assets and for land reclamation prior to the date stipulated in the Right';
- (m) wildlife compensation measures and/or mitigative and remedial obligations to prevent actual wildlife harvest loss and future harvest loss;
- (n) where the Right is totally or partially located on 7(1)(a) lands, the terms and conditions necessary to ensure control of the activity by the respective Community Corporation in accordance with subsection 6(4)(a) of the Agreement; and,
- (o) such other matters, not inconsistent with the Agreement and these Rules as the Administrator deems necessary.

Any Variable terms and conditions related to paragraphs (c) and (e) hereof, shall be for the sole purpose of the optimal protection of Inuvialuit lands, wildlife and the population who depend on same.

Variable terms and conditions included under this Subsection shall not limit, restrict or qualify any general terms and conditions set out in subsections 6(12) through 6(19) hereof and following. Where any discrepancy, inconsistency or contradiction occurs between the general and the variable terms and conditions, the former shall govern.

#### ASSIGNMENT OF A RIGHT

- 6(21) A Land Use Licence cannot be assigned.
- 6(22) A Grazing Permit, a Public Lease, or a Public Right-of-Way can only be assigned with the approval of the ILAC.
- 6(23) Any Right, other than mentioned in subsection 6(21) and 6(22) hereof, shall include the right of the Holder to assign the Right in whole or in part upon approval by the Administrator, in accordance with the procedures of subsection 7(91), hereof.
- 6(24) A Residential Lease granted to Inuvialuit, on the basis of preferential terms cannot be assigned to non-Inuvialuit, within five years after the Effective Date, unless the difference in applicable fees from the date of

application, between those for Inuvialuit and for non-Inuvialuit has been paid to the Treasurer of the IRC.

- 6(25) The Administrator or the ILAC may stipulate further terms and conditions to be included in a Right, prior to the Assignment of such Right.
- 6(26) The Administrator or the ILAC shall not approve of an Assignment, where the assignee does not have the technical or financial qualifications to fulfill the terms and conditions of the Right.

#### OPERATING AUTHORITY

- 6(27) The Administrator may issue an Operating Authority for a term of not more than three months, renewable for three month periods, to any person:

- (a) where such person has been granted previously, a valid Right or has been granted previous to June 5, 1984 a valid right or interest from the Government of Canada and such Right, or interest has terminated or expired or is for other reasons no longer valid; or,
- (b) where an interruption of the operation would do serious harm to the operation of the said person; or,
- (c) where such person is not in possession of a valid Right for reasons beyond the control of such person or for other valid reasons in the opinion of the Administrator.

- 6(28) No person can be granted an Operating Authority unless such person:

- (a) has signed a declaration that he shall strictly comply with these Inuvialuit Lend Administration Rules & Procedures;
- (b) has applied in accordance with the Rules for the Right under consideration or has signed a declaration that he shall make such an Application within one month; and
- (c) has signed a declaration that he shall pay all applicable fees.

#### TERMINATION OF OPERATING AUTHORITY

- 6(29) The Operating Authority shall automatically terminate on the date that the person has been issued the Right applied for or has been informed by the Administrator that he refuses to issue the Right.



**SURVIVAL OF OBLIGATIONS AND LETTER OF CLEARANCE**

- 6(30) Notwithstanding the expiry or termination of a Right, every Holder remains responsible for his obligation arising under the terms and conditions of the Right or under these Rules until such time as the Administrator issues a Letter of Clearance for the operations.
- 6(31) Any Holder shall endeavour to discharge all obligations and terminate all cleanup and land reclamation measures, within one year after the termination of the Right, unless the Administrator agrees to a land reclamation program of longer duration.
- 6(32) The Administrator shall issue the Letter of Clearance within one year of the termination of the Right or shall issue a notice of default, unless agreed otherwise with the Holder.
- 6(33) A Letter of Clearance does not have to be issued for a Land Use Licence. Where the Administrator does not issue a notice to the contrary within three months after the termination or expiry of a Land Use Licence such Licence shall be deemed to have been cleared.

**PROVISIONS IN RIGHTS SUPERSEDING THE RULES**

- 6(34) A Concession, Quarry Concession, Commercial Lease Class Public Lease, Permanent Right of Way or Public Right of Way may contain provisions regarding the cancellation, termination, suspension, and assignment of such Rights, as well as Security of title, the grant, the right of quiet enjoyment, royalties and confidentiality of information which may supersede these Rules. Furthermore, these Rights may provide certain protections to the Holder in case of amendment of these Rules which would impact negatively on the Holder. Such superseding provisions or protection shall require the approval of the IRC.

**INTERRELATION OF RIGHTS**

- 6(35) The Holder of a Concession or Quarry Concession shall not require a Reconnaissance Permit for exploration in the Area identified for the Concession or Quarry Concession. The Holder of a Concession or Quarry Concession shall be guaranteed reasonable access to the surface of the lands on the basis of the necessary Land Use Permits, Leases or Right of Ways that are required for this purpose. The Holder of a Concession may also be granted the necessary Quarry Licences where this is appropriate.

**CONSTRUCTION OR MAINTENANCE OF RIGHT-OF-WAY REQUIRE LAND USE PERMITS**

- 6(36) The construction or maintenance of any works on a Permanent or Public Right of Way shall require the necessary Land Use Permits. The occupation of any lands for buildings, pumping stations, airstrips, utilities or any other facilities other than the actual pipeline, road, railway-line or electricity transmission line, shall require separate Land Use Permits or Leases. A Permanent or Public Right of Way may consist of a main corridor and several branches leading into or from such corridor. Where the construction or occasional maintenance of the facilities on a Permanent or Public Right of Way requires temporary access road, waterlines or electricity transmission lines, such temporary facilities require a separate Temporary Right of Way.
- 6(37) The construction or maintenance of any works on a Temporary Right of Way shall require a Land Use Permit, unless the Temporary Right of Way is required to have access to an operation, for which a Land Use Permit has already been granted, in which case such separate Land Use Permit for a Temporary Right of Way is not required.
- 6(38) Any operation related to a Reconnaissance Permit requires a Land Use Permit. The Land Occupancy or Land Use of Staging Areas, camps buildings, airstrips, heliports, tank farms, or any other facilities required for the reconnaissance operations, requires the necessary Land Use Permits, Leases, or Right of Way.
- 6(39) Any operation related to a Quarry Licence requires the necessary Land Use Permit.
- 6(40) Any construction or drilling activity on any Lease shall require the respective Land Use Permit.
- 6(41) The operation of any corral, slaughtering facility, powerhouse, camp or any other operation related to a Grazing Permit, requires the appropriate Land Use Permit or Lease.

**PARTICIPATION & ACCESS AGREEMENTS**

- 6(42) A Land Use Permit, Commercial Lease, Well-Site Lease, Public Lease or Right of Way cannot be granted unless the Holder has previously entered into a Participation Agreement or Access Agreement.

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SECTION SEVEN

PROCEDURES

INUVIALUIT LAND MANAGEMENT REGISTER

7(i) The Administrator shall maintain in the Administrators' office the Inuvialuit Land Management Register. A copy of each Official Document shall be entered in the Register. Without limiting the generality of the foregoing these Official Documents include:

- (a) any document pursuant to Subsection 3(4) hereof;
- (b) these Rules and any amendment of these Rules;
- (c) any Prescribed Form approved by the IRC;
- (d) any Application;
- (e) any Right issued by the Administrator;
- (f) any Participation Agreement or Access Agreement entered into by the Administrator;
- (g) any Cooperation Agreement entered into by the IRC;
- (h) any approval of a renewal, modification or extension of a Right;
- (i) any approval of an assignment of a Right;
- (j) any certificate issued by the IRC to identify the official position of the Administrator, Assistant Administrator or any Inspector;
- (k) any decision by the Chief Regional Councillor to amend the fees established by these Rules;
- (l) any dedicated area proposal pursuant to section 9 hereof made to the IRC by the Administrator;
- (m) any Letter of Clearance;
- (n) any decision by the Administrator to cancel a Right or to approve a termination of such Right prior to the date of completion;
- (o) any proposal pursuant to subsection 20(2) hereof:  
and,
- (p) any Announcement.

The copy of the Official Document shall be entered in the Inuvialuit Land Management Register during the day such Document becomes available in the Administrators office.

- 7(3) Any Official Document transmitted by any party to the Administrator shall "be transmitted in three identical copies .

**NUMBERING SYSTEM FOR ILA FILES**

- 7(4) The Administrator or Assistant Administrator shall immediately upon receipt of any Official Document from any party enter the date, hour and minute of the receipt of such document and Sign a copy of the document with the same date, hour and minute and return this copy to the party transmitting the Official Document. The date of registration of the document shall be deemed the time of the receipt of the document pursuant to this Subsection. Each Official Document shall receive a number in accordance with a system" to be determined by the Administrator, provided, however, that each number shall be preceded by the initials "ILA" immediately followed by the last two digits of the calendar year in which the Document was first received or sent.

- 7(5) The Applicant, Holder and Administrator shall refer in all official correspondence about a Right or Application to the assigned number. The Inuvialuit Land Management Register shall be open to the public during normal office hours for inspection. Any person may obtain a copy of any document contained in the Inuvialuit Land Management Register upon payment of reasonable copying and administrative costs as determined by the Chief Regional Councillor from time to time.

**INUVIALUIT HUMAN RESOURCES FILE**

- 7(6) The Administrator shall set up in the Administrator's office a Inuvialuit Human Resources File. Each Inuvialuk shall have the right to be entered into or to be removed from any one of the following two file types.

(a) where such Inuvialuk wishes to be considered for certain types of employment by potential applicants for Rights, or

(b) where such Inuvialuk wishes to be considered for certain kinds of training or education where possibilities exist to obtain such training or education through the efforts of the ILA.

**INUVIALUIT BUSINESS FILE**

- 7(7) The Administrator shall set up in the Administrator's office an Inuvialuit Business File. Each Inuvialuit Business that wishes to be considered for business

opportunities during the consideration of the granting of a Right or conclusion of a Participation Agreement, Access Agreement or Cooperation Agreement shall have the right to be entered into the Inuvialuit Business File. Where the Administrator is of the opinion that an Inuvialuit Business is not at least 50% owned or controlled by Inuvialuit, he shall refuse to enter such business in the Inuvialuit Business File. Where an Organization is duly established representing the Inuvialuit business community, the Inuvialuit Business File and the responsibility for maintaining the File may be transferred to such Organization.

- 7(8) Where requested by potential applicants, government agencies, or Holders, or where deemed appropriate by the Administrator, he shall make copies available or distribute copies of the files for the promotion of Inuvialuit employment and Inuvialuit Businesses. The Administrator shall not recommend or promote the interest of individual persons or businesses.

NOTE: See also Section Twenty-Four, Inuvialuit Businesses

**ANNOUNCEMENTS**

- 7(9) where in accordance with these Rules an Announcement is required in relation to certain acts of the Administrator or matters in relation to the ILA, such Announcement shall be made in writing and shall be published in at least one newspaper of major circulation in the Inuvialuit Settlement Region. Furthermore, the Administrator shall inform in writing immediately:

- (a) the Chief Regional Councillor.
- (b) the Chief Councillor of each Community Corporation.
- (c) the Commissioner of the Inuvialuit Land Administration Commission (ILAC);
- (d) the President of the Inuvialuit Development Corporation (IDC);
- (e) the Chairman of the Inuvialuit Game Council (IGC);
- (f) the President of the Inuvialuit Land Corporation (ILC); and
- (g) a duly elected representative of an Organization representing the Inuvialuit business community.



NEGOTIATING COMMITTEE

- 7(10) Any negotiations for the purpose of concluding a Cooperation Agreement, Access Agreement, Concession, Quarry Concession or participation Agreement shall be carried out by the Negotiating Committee.
- 7(11) Unless the IRC decides otherwise, the Negotiating Committee shall consist of five members appointed by the following organizations:
- (a) the ILA;
  - (b) the IDC;
  - (c) the IGC;
  - (d) an organization representing the Inuvialuit business community; and
  - (e) the IRC.
- 7(12) A Cooperation Agreement, a Concession or Quarry Concession cannot be entered into unless it has been previously negotiated by the Negotiating Committee. Where a developer makes directly a Proposal for a Participation Agreement or Access Agreement which is acceptable to the ILAC, that Participation Agreement or Access Agreement can be entered into without previous negotiations with the Negotiating Committee.
- 7(13) The Negotiating Committee shall be appointed within two weeks after:
- (a) the Administrator has received a request from a developer to negotiate a Cooperation Agreement, Concession, Quarry Concession, Access Agreement or a Participation Agreement; or,
  - (b) the ILAC has instructed the Administrator that negotiations have to take place before a Participation Agreement or Access Agreement can be concluded.
- APPLICATION FOR A RIGHT
- 7(14) The Application procedure for any Application (see Schedule 1) pursuant to subsection 4(1) hereof and set out in the following subsections 7(15) through 7(35) apply to:
- (a) a person who wishes to apply for the granting, renewal or assignment of a Right:

- (b) any person who wishes entry to or across Inuvialuit Lands for the purpose of sports or commercial fishing;
- (c) a person who wishes to propose a Participation or Access Agreement or present a negotiated Participation Or Access Agreement.

Any Application shall be made to the Administrator. The Applicant may, at his own initiative, send copies to the Community Corporation and Hunters and "Trappers Committee involved in order to facilitate a timely consideration of the Application.

7(15) CRITERIA OF A PERSON WHO IS ELIGIBLE TO APPLY FOR A RIGHT In order to be eligible to apply for any Right a Person shall:

- (a) where any of the subsections 4(3) through 4(6) hereof apply,
  - (i) be the Person exercising the rights or interests pursuant to paragraph 7(18) of the Agreement: or
  - (ii) be the Operator, where there are any Persons exercising rights or interests pursuant to paragraph 7(18) of the Agreement: or
  - (iii) be the Person who contracts to have the Operations carried out, where there are various Persons exercising rights or interests pursuant to subsection 7(18) of the Agreement, holders but there is no Operator.
- (b) where any of the subsections 4(3) through 4(6) hereof does not apply,
  - (i) be the Person who contracts to have the Operations carried out: or
  - (ii) be the manager of the Operations, where there is no Person, who contracts to have Operations carried out: or
  - (iii) be the Person who is to carry out the Operations or who desires the access to or occupancy of Inuvialuit Lands.

#### INUVIALUIT GUIDES

7(16) Inuvialuit guides may apply for and obtain a Land Use licence on behalf of anyone who will enter upon or cross Inuvialuit lands under the guidance of that Inuvialuk.

- 7(17) Where the Applicant is:
- (a) an individual, he must be 18 years of age or older;
  - or
  - (b) a corporation, it must be a corporation that is entitled to carry on business in the Northwest Territories.
- 7(18) Any Person eligible to apply for a Right, may do so to the Assistant Administrator on the basis of the Application Form established in Schedule I. In applying for a Right, a Person may "provide for alternative proposals or suggestions regarding the same Right. Such alternatives must be presented on separate Application Forms. The Applicant shall, in this case, be subject to a single Application Fee, where the alternatives relate to a single Right to be granted.
- 7(19) Every Application shall be accompanied by the applicable Application Fee set out in Schedule II. In the event that the Administrator does not issue the Right applied for or the Applicant withdraws the Application, such Application Fee is not refundable. An Application for a Land Use Licence (Schedule XIII-A) for the purpose of access on 7(1)(b) lands for the purpose of fishing pursuant to subsection 7(37) hereof shall not require any payment of Fees.
- 7(20) Every Application for a Right, other than a Land Use Licence, which includes the occupancy of an area shall be accompanied by the applicable Land Rent as set out in Schedule XII, for the first year following the effective date. Such Land Rent shall be refunded, where the Administrator does not issue the Right applied for or shall be partially refunded where the Right is issued for an area smaller than the one applied for.
- APPLICATION FOR A QUARRY LICENCE**
- 7(21) Every application for a Quarry Licence, must be accompanied by the Royalties for the volume of Surface Materials, proposed to be removed, or the first 1000 cubic meters (1308 cubic yards), whichever is less.
- Royalties shall be refunded, where the Administrator does not issue the Right applied for or shall be partially refunded where the Right is issued for a volume smaller than the one applied for.
- PRELIMINARY PLAN**
- 7(22) Every Application shall be accompanied by a preliminary plan showing the intended Land Use or Land Occupancy and an estimate of their area in hectares or square kilometers.

AREA APPLIED FOR IN APPLICATION FOR A QUARRY, COAL  
OR MINERAL CONCESSION MUST BE STAKED

Furthermore, any Application for a Quarry, Coal or Mineral Concession cannot be made unless the area has been staked in accordance with subsection 19(18) hereof, prior to the date of application.

- 7(23) The preliminary plan with an Application shall identify the approximate location, with coordinates, of all:
- (a) existing lines, trails, Rights of Way and cleared areas proposed to be used in the operations:
  - (b) new lines, trails, Rights of Way and cleared areas proposed to be used in the operations:
  - (c) buildings, campsites, air landing strips, air navigations aids, fuel and supply storage sites, waste disposal sites, excavations and other works and places proposed to be constructed or used during the operations: and
  - (d) bridges, dams, ditches, railroads, highways and roads, transmission lines, pipelines, survey lines and monuments, air landing strips, streams and other features, structures or works that, in the opinion of the applicant, may be affected by the operations.

SURFACE DEVELOPMENT PLAN

- 7(24) Every Application for any Commercial Lease, public Lease, Public Right of Way, or Permanent Right of Way involving the construction, expansion or major modification of facilities shall contain a Surface Development Plan. The Surface Development Plan shall contain, apart from the information under subsection 7(23) hereof, a complete description of the facilities, buildings or any works to be constructed or expanded, environmental and safety studies and considerations, as well as impacts on employment, business and the Inuvialuit Communities. No activity shall be initiated unless the ILA is satisfied that the proposed development will take place in accordance with the Surface Development Plan as approved by the ILA.

ILA APPLICATION FORM (SCHEDULE I)

- 7(25) An Applicant shall set out in his Application:
- (a) the purpose for which the applicant intends to use the Right; and
  - (b) the duration of the planned operations, where applicable.

7(26) An Applicant may set out in an Annex to his Application any matters that the applicant wishes to be considered during the review of the Application.

**WITHDRAWAL OF APPLICATION PRIOR TO ISSUANCE OF A RIGHT**

7(27) Subject to subsection 7(19) hereof, an "Applicant may upon written notice to the Administrator, withdraw at anytime an Application, without penalty or costs, prior to the issuance of the Right applied for, unless such Application was made as part of a bidding process.

**APPLICATION FOR RENEWAL OR ASSIGNMENT OF A RIGHT**

7(28) The Application for an renewal or assignment of a Right shall be made in the same manner as the initial Application for such Right.

7(29) An Application for a renewal of a Right shall be made no later than the date established for that purpose in the Right.

7(30) The Assistant Administrator may, where he deems it appropriate, notify an applicant in writing that his Application for a particular type of Right will be considered as an Application for another type of Right. Where such other type of Right requires a higher Application Fee, the Administrator shall suspend the considerations of the Application until such time as the differential in Fees has been paid.

7(31) **EXPANSION OF A RIGHT**

Where a Holder wishes to expand or modify a project with an approved Surface Development Plan, he shall submit a further Surface Development Plan covering such expansion or modification for approval prior to carrying out any works with regard to such an expansion or modification,

**MODIFICATIONS TO AN APPLICATION**

7(32) Where an Applicant wishes to make changes or modifications in his Application, he must request the approval of the Administrator to such changes or modifications. Where the Administrator does not approve, the Applicant may withdraw the original Application and make a new Application.

**APPLICATIONS NOT MADE IN ACCORDANCE WITH THE RULES**

7(33) Where the Assistant Administrator receives an Application for a Right that is not made in accordance with these Rules, he shall forthwith notify the Applicant in writing that the Application cannot be accepted and give the reasons therefore.

**IMMEDIATE REJECTION OF AN APPLICATION**

7(34) An Application may be rejected immediately where an Applicant is a person, company or entity which is directly or indirectly controlled or contracted by:

- (a) a Holder who is in Default, or otherwise not complying with the Rules, directions of the Administrator, or the provisions of a Participation Agreement or Access Agreement; or
- (b) a previous Holder whose Right or Rights have been cancelled as a result of non-compliance with the provisions of the Rules, the directions of the Administrator, or the provisions of a Participation Agreement.

The administrator shall forthwith notify the Applicant in writing of the rejection and the reasons therefore.

**ACCEPTANCE OF AN APPLICATION**

7(35) Where the Assistant Administrator has not rejected the Application pursuant to subsections 7(33) and 7(34) hereof, he shall accept the Application for further consideration and shall, as the case may be, immediately enter in:

- (a) the short procedures for issuance of Licences pursuant to subsections 7(35) through 7(39) hereof; or,
- (b) the short procedure for Rights under a Participation Agreement, or Access Agreement, pursuant to subsection 7(40) hereof; or,
- (c) the General Evaluation procedure pursuant to subsections 7(41) and following hereof; or,
- (d) where an application is a notification pursuant to subsection 7(88) of the Agreement, issue the Land Use Licence or Lease concerned.

**SHORT PROCEDURE FOR ISSUANCE OF LICENCES**

7(36) Where the Assistant Administrator is of the opinion that the operations proposed by the Applicant, if carried out in accordance with these Rules, will not significantly interfere with Inuvialuit use or the peaceable enjoyment of the Inuvialuit lands, and:

- (a) are strictly in accordance with subsections 10(1) and 10(2) hereof; or

- (b) relate solely to entry across and on 7(1)(a) lands for sports and commercial fishing subject to subsection 7(24) of the Agreement; or
- (c) relate solely to Surveying or Site Investigation,
- (d) relate solely to access of agents or employees of governments pursuant to subsection 7(16) of the Agreement;

he may within 24 hours issue a Land Use Licence. Similarly the Administrator "may issue immediately such Rights as may be required on a monthly basis, where the Right is required to carry out emergency operations.

7(37) Where the Assistant Administrator is of the opinion that the sole purpose of the operations of the Applicant is entry to and across 7(1)(b) lands for sport and commercial fishing subject to subsection 7(24) of the Agreement, the Application shall be Considered the registration required pursuant to subsection 7(22) of the Agreement and the Applicant shall be so notified.

7(38) A Land Use Licence may also be issued by the Assistant Administrator within 24 hours, where the Applicant provides evidence that he will employ an Inuvialuit guide or Inuvialuit guides for the term of the Licence.

7(39) The Assistant Administrator may issue, within 24 hours, a Quarry Licence, where the applicant is a resident of the Northwest Territories and signs a declaration that the licence is to be used for the removal of sand and gravel for personal use in amounts not exceeding 50 cubic yards annually, pursuant to paragraph 7(37) of the Agreement.

**SHORT PROCEDURE FOR RIGHTS UNDER A PARTICIPATION AGREEMENT OR ACCESS AGREEMENT**

7(40) Where an Applicant has applied for a Right for which the terms and conditions have been determined in a Participation Agreement pursuant to subsection 16(4) hereof, or Access Agreement pursuant to subsection 16(13) hereof, the Administrator shall issue the Right applied for within five days from the date of the Application.

**GENERAL EVALUATION PROCEDURES FOR AN APPLICATION**

7(41) The Administrator shall carry out the General Evaluation Procedure when any of the short procedures for issuance of a Right pursuant to subsections 7(36) to 7(40) hereof do not apply. This procedure shall include:

- (0) the verification of whether the Applicant has complied with Subsection 6(14)(g) hereof, and the related search of the Inuvialuit Human Resources File:

- (b) the verification whether the Applicant has complied with subsection 6(14)(h) hereof, and the related checking of the Inuvialuit Business File;
- (c) to establish whether the granting of the Right would unduly interfere with established rights of existing Holders: and in the case of granting access involving the use of a temporary or permanent road which is a Right of an existing Holder to establish whether a Road Use Agreement or Roadway Agreement has been or should be concluded:
- (d) contact such persons in or near the area of the Right applied for, where this is practical in terms of the granting of the Right applied for, in order to establish whether the granting of a Right would unduly interfere with existing interests:
- (e) contact such persons as may be affected by the operations;
- (f) where the Applicant applies for a Residential Lease and such Lease is on 7(1)(a) lands, contact the respective Community Corporation; and
- (g) a general review of the Application in order to verify whether variable terms and conditions may be required pursuant to subsection 6(20) hereof.

FURTHER INFORMATION REQUIRED

7(42)

The Administrator may require an Applicant, prior to issuing any Right, to provide the Administrator with such further information or clarification as he deems necessary for the proper evaluation of the Application. Without limiting the generality of this subsection, such request may be to provide the Administrator with such information and data concerning the proposed use of the Inuvialuit Lands and the physical and biological characteristics thereof as will enable the Administrator to evaluate any quantitative and qualitative effects of the proposed occupancy, use or Operation.

7(43)

The General Evaluation Procedure' will be suspended from the date a request is made by the Administrator pursuant to subsection 7(42) hereof until such time that the information has been received to the satisfaction of the Administrator. The Administrator shall provide the Applicant with a notice on the date that the Administrator has received the information and data to his satisfaction.

7(44)

Where the Application is made in the context of a bidding procedure pursuant to subsection 7(75) hereof, the information or clarification requested pursuant to



subsection 7(42) hereof shall not alter the contents of the bid or proposal, unless the winning proposal is subject to negotiations.

PRIOR INSPECTION (PRE-INSPECTION)

7(45) The Administrator may, before issuing a Right, order an inspection of the lands proposed to be used thereunder. Where an Inspector makes an inspection pursuant to this subsection, he shall report to the Administrator particulars of:

- (a) the existing biological and physical characteristics of the lands proposed to be used or occupied on the surrounding lands; and
- (b) any disturbance that the proposed operations may cause on the lands proposed to be used and the surrounding lands, the biological characteristics thereof, and the potential interference with wildlife harvesting activities and the peaceful enjoyment by the Inuvialuit of their lands.

The Inspector will report his suggestions regarding the manner in which the disturbance may be minimized or controlled. The costs of such inspection shall be billed to the Applicant pursuant to Schedule IV.

7(46) The Administrator will, where he deems it necessary or when requested to do so by an Applicant, inform the Applicant of the nature of an Inspector's report referred to in subsection 7(45) hereof.

ISSUANCE OF A LICENCE OR RESIDENTIAL LEASE

7(47) The Administrator shall, after having completed the General Evaluation Procedure pursuant to subsection 7(41) hereof for a Land Use Licence or Residential Lease, within ten days:

- (a) issue a Land Use Licence or Residential Lease, subject to such terms and conditions he may include therein pursuant to subsection 6(20) hereof, or
- (b) refuse to issue a Land Use Licence or Residential Lease, and notify the Applicant in writing of his refusal and the reasons therefore.

GENERAL CONSULTATION PROCEDURE

7(48) Any Appeal to the ILAC or any Application other than specified in subsection 7(47) or other than those which can be issued on the basis of the short procedures set

put in subsections 7(36) through 7(40) hereof, shall be subject to the General Consultation Procedure.

**ANNOUNCEMENT OF GENERAL CONSULTATION PROCEDURE**

7(49) The General Consultation Procedure shall be initiated with an Announcement by the Administrator. The Announcement can Only be made by the Administrator on any one of the following dates in any year: January 22, February 22, March 22, April 22, May 22, July 22, August 22, October 22, November 22 and December 22nd Where any such date is Saturday, Sunday or a public holiday or where extraordinary circumstances prevent such Announcement, it shall be made on the next possible working day.

The Administrator shall invite to the ILAC meeting, at least one week prior to such meeting, the Chief Councillor of the Community Corporations to which one or more agenda items on the meeting relate.

7(50) The Announcement shall contain:

- (a) any negotiated Cooperation Agreement, initialed by the Administrator;
- (b) all new Applications which require the General Consultation and Review Procedure;
- (c) any Applications for which the General Consultation and Review Process "was suspended and which are, upon the termination of such suspension being entered on the agenda for reconsideration;
- (d) any Applications which are being reconsidered pursuant to subsection 7(68) and 7(69) hereof;
- (e) any Appeals to the ILAC received pursuant to subsection 7(102) hereof;
- (f) a statement that the Cooperation Agreement, Applications, Or appeals shall be reviewed in a public session of the Inuvialuit Land Administration Commission (ILAC);
- (g) any proposal received pursuant to subsection 20(2) hereof or any other proposal or matter of interest to the Inuvialuit related to the administration of their lands; and,
- (h) the dates, the location and the proposed agenda of the public session of the ILAC.

**PUBLIC ILAC MEETING: FOUR PHASES**

The public session of the ILAC shall be held in the second week of the month following the month of the

*amended*

Announcement, these meeting dates being the second week of January, February, March, April, May, June, August, September, November, and December. The Session shall be held in the Boardroom of the ILAC in Tuktoyaktuk or in such other location as determined by the Administrator. The session shall be conducted for a period no longer than one week, unless otherwise decided by the Commissioner. The session shall, with respect to any Application, take place in four separate phases. The four phases shall be:

- (a) First Phase: The public shall be invited to make comments on the Application or Appeal and the Administrator shall table such provisions as he deems necessary pursuant to subsection 6(20) hereof,
- (b) Second Phase: The Applicant shall be given the opportunity to provide further clarifications or respond to comments made during the first phase or to provide modifications of the Application.
- (c) Third Phase: The ILAC shall prepare or announce a draft or intended decision with regard to the Application or Appeal.
- (d) Fourth Phase: The public shall be invited to make comments on the clarifications or modifications made by the applicant.
- (e) Fifth Phase: The ILAC shall take the necessary decision regarding the Application or Appeal.

Where the Commissioner is of the opinion that the modifications made by the Applicant during the Second Phase are of a nature that requires a new Announcement regarding the proposal in order to give the public the opportunity to review the modifications, he shall so inform the Applicant and the Third and Fourth phase of the session shall be delayed until the next ILAC meeting.

Where there are no comments or no comments requiring clarifications or modifications by the Applicant during the First Phase, the Commissioner may decide to forego the Second and Third phases with respect to the Application .“

- 7(52) Where an Application” involves an area which is partially or totally on 7(1)(a) lands, the Chief Councillor of the Community Corporation or corporations shall be invited to participate in the public session which deals with the Specific Application or proposed Participation Agreement.

APPLICANT TO BE PRESENT AT PUBLIC MEETING

- 7(53) Any Applicant shall be represented to address any specific matters, regarding the Application or Appeal.

request of the Commissioner. Where the Commissioner has made such request but subsequently obtained, prior to the First Phase of the ILAC Meeting, information that will result in the rejection of suspension of the Application or Appeal, or that will make it otherwise unnecessary for the Applicant to appear on any of the sessions, he shall so inform the Applicant in order to provide the opportunity to cancel the visit to the public meeting.

FIRST PHASE: CHIEF COUNCILLOR OF THE COMMUNITY CORPORATION COMMENTS

7(54) Prior to or during the First Phase of the ILAC Meeting, the Chief Councillor of the Community Corporation may provide notice to the Administrator with respect to any Right on the 7(1)(a) lands of the respective community that:

- (a) the Administrator should refuse to issue, renew or assign the Right, and the reasons therefore; or
- (b) the Administrator may issue renew or assign the Right only under such terms and conditions regarding the appropriate control by the Community over the activities, as are transmitted in writing to the Administrator, by the Chief Councillor; or
- (c) further time is required to review the Application, and give the reasons therefore and that as a result the General Consultation and Review Procedures must be suspended for such period as determined by the Chief Councillor.

INUVIALUIT DEVELOPMENT CORPORATION COMMENTS

7(55) Prior to or during the First Phase of the ILAC Meeting, the President of the IDC may inform the Administrator that the Applicant has not made or has not made satisfactory arrangements with the IDC for business opportunities and that the IDC request the Administrator to suspend the General Consultation Procedure, until such arrangements have been completed.

INUVIALUIT GAME COUNCIL COMMENTS

7(56) Prior to or during the First Phase of the ILAC Meeting, the Chairman of the IGC may inform the Administrator:

- (a) the Applicant has not made satisfactory arrangements with Hunters and Trappers or with regard to Wildlife Compensation, mitigation and restoration in accordance with these Rules and that as a result the IGC requests the Administrator make any approval of

the application subject to the terms and conditions transmitted in writing by the IGC; or

(b) more time is required to review the Application, and give the reasons therefore, and that as a result the Administrator is requested to suspend the General Consultation Procedure for such period as requested by the IGC; or

(c) the proposed project must be subject pursuant to subsection 7(65) hereof to the Environmental Impact Screening and Review Process or Wildlife Impact Assessment. Upon being so informed, the Administrator shall suspend the General Consultation Procedure for the Application .

#### INUVALUIT OR INUVALUIT BUSINESS COMMENTS

7(57) Prior to or during the First Phase of the ILAC Meeting, any Inuvialuk or Inuvialuit Business may inform the Administrator that the Applicant has not made or has not made satisfactory arrangements with regard to Inuvialuit employment or Inuvialuit business opportunities and the estimated time required in order to make such arrangements. Furthermore, any Inuvialuk can comment on any item on the agenda during the First and Third Phases of the ILAC Meeting, provided such comments are limited to the matters of responsibility of the ILAC under these Rules. On the basis of this information the Administrator may decide to suspend the General Consultation Procedure.

#### HUNTERS AND TRAPPERS COMMITTEE COMMENTS

7(58) Prior to or during the First Phase of the ILAC Meeting, any Hunters and Trappers Committee may request the Chairman of the IGC to consider a development, proposed in the Application for an Environmental Screening Impact and Review Process or Wildlife Impact Assessment.

7(59) Where the Administrator does not receive any comments pursuant to subsections 7(54) through 7(57) hereof, prior to or during the First Phase of the ILAC Meeting, the response shall be deemed to be that the ILAC may approve the Application.

#### 7(60) FIFTH PHASE OF PUBLIC MEETING

With regard to each Application, the ILAC shall decide during the Fifth Phase of the ILAC Meeting whether:

(a) the General Consultation Procedure will be suspended because more information is required or because this

is required by a Chief Councillor or the Administrator as a result of subsections 7(54) through 7(57) hereof: or,

- (b) the development proposed in the Application shall be recommended for Environmental Impact Screening and Review Process or Wildlife Impact Assessment; or,
- (c) the Application or Appeal shall be considered at the next Public Session of the ILAC: and give the reasons for such delay or,
- (d) the Administrator shall reject the Application or Appeal; and give the reasons for such rejection or,
- (e) the Administrator shall approve the Application or accept the Appeal subject to terms and conditions specified by the ILAC: or,
- (f) the Administrator may approve the Application subject to having received a written confirmation from the IDC, the IGC, or one or more Inuvialuit or Inuvialuit Businesses, as the case may be, that satisfactory arrangements have been made concerning matters put forward pursuant to subsections 7(54) through 7(57) hereof: or,
- (g) a directly proposed Participation Agreement or Access Agreement must be negotiated first pursuant to paragraph 7(13)(b) hereof: or.
- (h) the Administrator shall approve the Application or accept the Appeal: or
- (i) their decisions are able to be appealed under paragraph 7(67)(b).

**SUSPENSION OF GENERAL CONSULTATION PROCEDURE**

7(61) Any suspension or suspensions pursuant to paragraph 7(60)(a) hereof shall be in total for a period:

- (a) not exceeding 9 months where an Application is made for a Land Use Permit, Commercial Lease Class 2 or 3, Temporary Right of Way, Participation or Access Agreement, Wellsite Lease: or.
- (b) not exceeding 14 months where an Application is made for a Grazing Permit, Reconnaissance Permit, Commercial Lease Class 1, Public Lease, Concession, Quarry Concession, or Public or Permanent Right of Way.

7(62) where the Administrator suspends the General Consultation Procedure with regard to an Application, he shall make an announcement to that effect, which shall contain the

duration of the suspension. Where the suspension relates to the Application for a renewal of a Right the Administrator shall issue an Operating Authority to the applicant for the continuation of his operations until such time that the matter of the renewal has been finally decided by the ILAC.

**ENVIRONMENTAL IMPACT SCREENING AND REVIEW PROCESS**

- 7(63) Where the IGC decides that an Environmental Impact Screening and Review Process is required, the Commissioner shall take the necessary steps required to initiate "such Review Process, and any further consideration of the Right shall be suspended until the Review Process or Assessment has been complied with, and the ILAC has received the findings. The further review of the Application shall take into account the findings of the Environmental Impact Screening and Review Process.

**ENVIRONMENTAL IMPACT REVIEW BOARD APPOINTMENTS**

- 7(64) The three Inuvialuit appointees for the Environmental Impact Screening Committee or the Environmental Impact Review Board shall be appointed by the IGC.

**RECONSIDERATION OF APPLICATION**

- 7(65) Upon the termination of the period of the suspension or the termination of the Environmental Screening and Review Process or Wildlife Impact Assessment, the Administrator shall include the Application in the agenda pursuant to paragraph 7(50)(c) hereof for reconsideration at the public session of the ILAC.

**REJECTION OF APPLICATION**

- 7(66) Where the ILAC has decided to reject an Application, or Appeal pursuant to subsection 7(60)(d), hereof the Administrator shall inform the Applicant upon the termination of the Session of the ILAC Public Meeting, and inform the Applicant of the reasons for the rejection.

**APPROVAL OF APPLICATION OR ACCEPTANCE OF APPEAL**

- 7(67)(c) Where the ILAC has decided to instruct the Administrator to approve an Application or accept an Appeal, pursuant to paragraph 7(60)(h) hereof, the Administrator shall issue, renew or approve the Assignment of the Right, or inform the Holder of the acceptance of the Appeal, upon the termination of the Session of the Public ILAC Meeting.

- (b) Where ILAC has decided "to instruct the Administrator to accept, reject, or modify an Application contrary to the written submission of the Community Corporation the Administrator shall not issue a Right, and shall provide notice in writing to the respective Community Corporation of the ILAC decision. Should the Community Corporation lodge an Appeal within two (2) days of receipt of such notice in the form set out in paragraphs 7(103) (a),

(b) and (c). The Administrator shall further convene a Special ILAC meeting to hear the Appeal. If the Community Corporation does not lodge an Appeal during the Appeal Period the Administrator may issue the Right or implement any other decision of ILAC in respect to the issue in question.

7(68) Where the ILAC has decided to instruct the Administrator to approve an Application or accept an Appeal subject to certain conditions, pursuant to paragraph 7(60)(e) hereof, the Administrator shall inform the Applicant, upon the termination of the Session of the ILAC Public Meeting, of the respective conditions, and discuss these conditions with the Applicant. Where the Applicant accepts such conditions, the Administrator shall issue, review or approve the Assignment of the Right, subject to such terms and conditions as he may include therein in accordance with subsection 6(20) hereof, or accept the Appeal upon being notified by the Applicant of the acceptance. Where the Applicant does not accept the conditions, the Administrator shall enter the Application or Appeal for reconsideration at the next public session.

7(69) Where the ILAC has decided to instruct the Administrator to approve an Application, subject to certain conditions, pursuant to paragraph 7(60)(f) hereof, the Administrator shall inform the Applicant or Party, upon the termination of the Session of the ILAC Public Meeting, of the required arrangements, and where the Administrator obtains the required confirmations, he shall issue or review the Right, subject to such terms and conditions as he may include therein in accordance with subsection 6(20) hereof or accept the Appeal upon being notified by the Applicant of the acceptance. Where the Administrator does not receive the required confirmations prior to the dates established in subsection 7(49) hereof, he shall enter the Application or Appeal for reconsideration on the agenda for the next public session.

7(70) An Application for a Land Use Permit, Commercial Lease Class 2, or 3, or Temporary right-of-way, cannot be considered or reconsidered at more than two (2) public sessions of the ILAC. After the second phase the ILAC shall either reject the Application pursuant to paragraph 7(60)(d) hereof or approve the Application pursuant to paragraph 7(60)(e) or (h) hereof.

**PRESCRIBED FORM**

7(71) At the request of the Chief Regional Councillor, the Commissioner, or on his own initiative, the Administrator may draft a prescribed Form pursuant to subsection 6(3) or paragraph 6(13)b hereof. In drafting the Prescribed Form the Administrator shall obtain the comments and suggestions of:



- (a) the President of the IDC;
- (b) the Chairman of the IGC;
- (c) such other persons as the Administrator deems necessary.

7(72) Upon completion of the draft of the prescribed Form, the Administrator shall make an Announcement.

7(73) The ILAC shall meet to discuss such Draft not earlier than two months and not later than four months after the Announcement pursuant to subsection 7(72) hereof. The ILAC may return the draft to the Administrator for revisions or changes and the procedure pursuant to subsection 7(72) hereof shall be repeated where such revisions or changes are of a fundamental nature.

7(74) After approval of the draft by the ILAC, the Commissioner shall present the draft to the Chief Regional Councillor. The Board shall review such draft and may approve same.

#### BIDDING PROCEDURES

7(75) The Chief Regional Councillor or the Commissioner may determine that a certain Commercial Lease, a Grazing Permit, a Reconnaissance permit, or a Concession cannot be issued, unless a bidding procedure has taken place in accordance with these Rules. Where such a determination is made, the Administrator shall make an Announcement to that effect. Such Announcement shall include the Provisions that the Administrator:

- (a) shall not deal with any Applications for the said Right or Rights, prior to the date of invitation for Applications pursuant to subsection 7(77) hereof: and
- (b) shall refuse to issue the said Right or Rights on the basis of Application(s) already made.

7(76) The bidding procedure shall take place on the basis of a Prescribed Form and minimum conditions previously approved by the Chief Regional Councillor, and on the basis of bid evaluation criteria established by the ILAC.

#### ANNOUNCEMENT OF BIDDING PROCEDURE

7(77) The Administrator may at any date after the completion of the requirement of subsection 7(76) hereof, make an Announcement containing the invitation for Applications. Such Announcement shall contain:

- (a) the Right or Rights being the subject matter of the invitation:

- (b) the date and hour prior to which Applications will be received; this deadline date for the receipt of Applications shall be at least two months after the date of invitation for Applications;
- (c) the location where Applications can be made, where such location is other than the Administrator's office;
- (d) the Prescribed Form;
- (e) the minimum conditions;
- (f) the bid evaluation criteria;
- (g) the information that the applicants must provide;
- (h) the amount of the guarantee to be deposited for maintaining the bids;
- (i) the final date for selection of the winning bidder, which shall not be more than four months after the deadline date of the receipt of the Applications; and
- (j) such other matters as the Administrator deems necessary to include.

#### BIDDING PROCEDURE APPLICATIONS

7(78) In making an Application, in the context of a Bidding Procedure, each applicant can only make one Application for each Right; the Administrator shall reject any Application which contains several variations or Alternatives.

#### REVIEW OF APPLICATIONS FOR BIDDING PROCEDURE

7(79) Applications shall be made in sealed envelopes; bids shall be opened by the Administrator at a special meeting of the ILAC in the presence of the members of the Commission,

7(80) The ILAC may appoint a special committee for the evaluation of the bids, and "where applicable, for negotiations with the winning bidder or bidders.

#### RATIFICATION FOR A CONCESSION

7(81) A Concession is not valid unless it has been ratified by a majority vote of two thirds of the members of the appropriate Community Corporation present at the Annual meeting or a Special meeting of the Community Corporation held in accordance with the By-laws of that Corporation.

*amended*

RATIFICATION FOR A COMMERCIAL LEASE CLASS 1, GRAZING PERMIT, PUBLIC RIGHT OF WAY OR PERMANENT RIGHT OF WAY

7(82) A Quarry Concession, Commercial Lease Class 1, a Grazing Permit, or a Public or Permanent Right of Way which relates to an area which is in whole or in part on 7(1)(a) lands, is not valid unless it has been ratified by a majority vote of two thirds of the members of the Community Corporation present at the Annual Meeting or an Special meeting of the Community Corporation held in accordance with the By-laws of that Corporation.

*amended*

7(83) A Quarry Concession, Commercial Lease Class 1, "a Grazing Permit, or a Public or Permanent Right of Way which relates to an area which is in whole or in part on 7(1)(b) lands, is not valid unless it has been ratified by a majority vote of two-thirds of the members present at the Annual meeting or a Special meeting of the Inuvialuit Regional Corporation held in accordance with the By-laws of that Corporation.

*amended*

CANCELLATION PROCEDURE OF RIGHT

7(s4) Where the Administrator is of the opinion that any of paragraph 5(n)(a) hereof is applicable and where the Administrator intends to cancel a certain Right, other than a Licence, he shall give notice to the Holder. Such notice shall include the measures which the Holder must take and the time frame in which such measures must be carried out, in order to prevent the cancellation of the Right. Such time frame shall be sufficient to permit a diligent Holder to carry out the measures stipulated by the Administrator, but shall not be less than one (1) week or longer than ten (10) months.

7(85) Where the Holder does not carry out the measures stipulated by the Administrator or does not carry such measures out in the time frame stipulated by the Administrator, the Administrator shall cancel the Right on the last day of the time frame Stipulated by the Administrator pursuant to subsection 7(80) hereof.

TERMINATION PROCEDURE OF A RIGHT

7(86) Where a Holder, other than the Holder of a Licence, wishes to terminate a Right pursuant to subsection 6(19) hereof, he shall give notice to the Administrator of the intended voluntary termination, Indicating the new proposed Completion Date.

7(97) The minimum period required between the receipt of the notice pursuant to subsection 7(86) hereof and the, new proposed Completion Date shall be:

- (a) 10 days for a Residential Lease or permit Class A, B, or C:

(b) one month for a Commercial Lease Class 3, Public Lease, Grazing Permit, Well Site Lease or Reconnaissance Permit; or

(c) three months for a Commercial Lease Class 1 or 2, a Quarry Concession, Concession or a Right of Way Agreement.

7(88) Upon receipt of the notice pursuant to Subsection 7(86) hereof, the Administrator shall amend the Right accordingly and make such adjustments in the terms and conditions as may be required. Subject to subsection 6(31) hereof, any Holder shall comply with all obligations contained in the Right and the provisions of these Rules prior to the new Completion Date.

#### COMMENCEMENT OF COMMERCIAL ACTIVITY

7(89) No holder of a Commercial Lease, Public Lease, Permanent Right of way or Public Right of Way, which includes a Surface Development Plan, shall initiate commercial activity thereunder unless the ILA verifies that the project has been developed in accordance with the Surface Development Plan.

#### LETTER OF CLEARANCE

7(90) Where the Administrator is satisfied that the Holder has complied with all terms and conditions of his Right and with the provisions of these Rules, he shall issue a Letter of Clearance to the Holder. A Letter of Clearance cannot be issued prior to the Completion Date or where applicable prior to the new Completion Date pursuant to Subsection 7(88) hereof. The issuance of a Letter of Clearance shall be in accordance with the provisions of subsections 6(31) through 6(33) hereof.

#### ASSIGNMENT PROCEDURES OF A RIGHT

7(91) Any Holder who wishes to assign all or part of a Right pursuant to subsections 6(21) through 6(26) hereof, shall make an Application to the Administrator, in accordance with Schedule X hereof, and shall pay the Application fees set out in Schedule II. The Administrator shall verify:

(a) whether the proposed assignment is in accordance with the Rules:

(b) whether payments are necessary, as in the case Inuvialuit assign their Right to non-Inuvialuit; and

(c) whether additional terms and conditions should be established.

7(92) A Holder wishing to Assign all or part of his Right shall make the Application pursuant to subsection 7(91) hereof:

- (a) ten days prior to the proposed effective date of the Assignment of a Residential Lease or a Permit: or
- (b) three months prior to the proposed Effective Date of the Assignment in case of a Commercial Lease, Public Lease, Concession or a Right of Way.

7(93) Prior to the approval of the assignment, or the inclusion in the agenda pursuant to paragraph 7(46)(g) hereof, the Administrator may undertake such consultations and evaluations as he deems necessary.

See Schedule X: Application for Assignment for a Right

#### SECURITY DEPOSIT

7(94) In order to ensure that a Holder complies with the terms and conditions of a Right and with these Rules, the Administrator shall not issue a Right, other than a Land Use Licence or Residential Lease unless the applicant has made the deposit pursuant to paragraph 6(13)(a) hereof. Such deposit must be made to the Treasurer of the IRC. The amount of the deposit shall be as determined in Schedule IX. Provides, however, that where the Administrator is of the opinion or where he is so ordered by the Environmental Review Board pursuant to Section Twenty Two hereof, that serious environmental or property damage could occur from an operation he may require a higher Security Deposit. Where a company or operator intends to carry out various Operations on Inuvialuit Lands over a certain time period, he has the Right to establish and maintain a General Security Deposit covering all operations under the Rights. The General Security Deposit shall be of an amount as stipulated in Schedule IX

7(95) A security deposit shall be in the form of:

- (a) a promissory note guaranteed by a chartered bank and payable to the Treasurer of the IRC; or
- (b) a certified cheque drawn on a chartered bank in Canada and payable to the Treasurer of the IRC, or
- (c) bearer bonds issued or guaranteed by the Government of Canada; or
- (d) a combination of the securities described in paragraphs (a) through (c) hereof: or
- (e) with the approval of the Administrator, and only where the Administrator is of the opinion that the amount of the Security Deposit would effectively prevent the applicant from carrying out business on Inuvialuit lands. A written commitment to make each

year a grant to the Land Reclamation Fund equal to 4% of the value of the Security Deposit defined in Schedule IX, within three months of the granting of the Right or the Anniversary Date of such Right. Such payment for greater certainty does not in any way limit or restrict the obligations and liability of the Holder under the Rules.

- 7(96) A security deposit shall be returned by the Treasurer of the IRC, when the Administrator has issued a Letter of Clearance in respect of the Right, unless the security deposit is a general security deposit, provided however, that any grant pursuant to paragraph 7(95)(e) hereof shall only be returned for 50% of its value.
- 7(97) Where a Holder has not complied with all the terms and conditions of his Right or with these Rules, the Chief Regional Councillor may retain such part of a Security Deposit as, in his opinion, the circumstances justify. The amount retained will be justified in writing to the Holder including a detailed accounting of the expenses made by the Chief Regional Councillor, as a result of the non-compliance with any terms and conditions by the Holder.
- 7(98) Where the Chief Regional Councillor retains all or part of a security deposit, the Chief Regional Councillor may use all or part of the security deposit forfeited to repair or restore land that has been damaged as a result of the operations, to cover any unpaid fees, land rents or royalties or to take such mitigative and restoration measures as may be required with regard to any harvest loss, unless alternative arrangements with respect to wildlife compensation are in effect.
- 7(99) Where a Right includes certain work obligations, a bank guarantee must be provided by the applicant prior to the issuance or renewal of a Right. This bank guarantee shall be equal to the estimated costs of the works to be executed. The guarantee may stipulate various phases in the work obligations and where the Holder has complied in the Opinion of the Administrator with the execution of a certain phase, the related amount of the bank guarantee shall be released by the Administrator. The amount of the bank guarantee shall be in addition to any amount pursuant to subsection 7(94) hereof. The requirement to establish the guarantee for work requirements in the Right may be waived by the Administrator where the net present value of reserves of oil and gas, coal or minerals proved to exist in the Right exceeds by a factor of five the amount of the guarantee.

**CHANGES IN TERMS AND CONDITIONS**

7(100) Where the Administrator has Stipulated terms and conditions pursuant to subsection 6(20) hereof, he may modify such terms and conditions, on receipt of a written request from the Holder, the ILAC or the IGC, that sets out:

(a) the terms and conditions in the Right that are proposed for" modification: and

(b) the reasons for the modification,

Where Operations are in progress the modifications shall be made in such a manner that the orderly progress of the operations is not unduly interfered with.

7(101) Where the Administrator receives a written request pursuant to subsection 7(100) hereof, he shall consult with the Holder within ten (10) days about the proposed modifications, and shall notify the Holder of his decision and the reasons therefor within twenty (20) days.

**APPEALS**

7(102)(a) An Applicant, a Holder, the IDC, the IGC or any Inuvialuit may, within 30 days after any decision, direction or order made by an Inspector, appeal therefrom to the Administrator, or where a decision, direction or order is made by the Assistant Administrator or Administrator, Appeal therefrom to the ILAC.

(b) A Community Corporation may Appeal a decision of ILAC prior to the issuance of a Right as provided in paragraph 7(67)(b).

**APPEAL FORMAT**

7(103) An appeal pursuant to subsection 7(102) hereof shall be by notice in writing, setting forth:

(a) the decision, direction or order appealed for:

(b) the relevant circumstances surrounding the giving of the decision, direction or order: and

(c) the grounds for the appeal.

Any appeal to the ILAC shall be put on the agenda for the first following meeting of the ILAC shall be dealt with on a priority basis on this agenda. Any Appeal to the Administrator shall be resolved by the Administrator within the shortest time possible but, in any case, within fourteen (14) days.

7(104) A person appealing to the ILAC pursuant to subsection 7(102) hereof shall provide the ILAC with such further particulars with respect to the appeal as the ILAC may require.

7(105) The ILAC may, after receipt of an appeal pursuant to subsection 7(102) hereof, set aside, confirm or vary the decision, direction or order appealed from or may remit to the Administrator for reconsideration with such instructions as the ILAC deems proper.

7(106) A decision, "direction or order that is subject to appeal remains in full force and effect pending the decision of the ILAC or Administrator.

#### NOTICE TO HOLDER

7(107) Any direction, notice or order given to a Holder under these Rules shall be sufficient given if sent by registered mail or by telex to, or left at, the Holder's address as stated in his Application for the Right, or where appropriate at the place of Operations on Inuvialuit Lands and shall be deemed to have been given to the Holder on the date it was so mailed or left or transmitted by telex. Where appropriate and possible a copy shall also be provided to the Head Office of the Holder. Such copy shall be for convenience of the Holder and shall not be considered part of the official notification procedure.

7(108) Where a direction, notice or order is given to a Holder other than in writing, it shall forthwith be confirmed in writing pursuant to subsection 7(107) hereof.

#### REPRESENTATIONS

7(109) With regard to the functions under these Rules, any Chief Councillor, the President of IDC, the Chairman of IGC, or any Inuvialuk may be represented by any person during the ILAC Meetings, provided such person has satisfied the Commissioner that he is duly representing the official or Inuvialuk.

#### AMENDMENTS

7(110) No Amendments can be made by the Administrator to any Right, other than those provided for in Subsection 6(20), unless approved by a Commissioner in writing. The Commissioner shall not approve any amendment which, in his opinion, is of a major or important nature, requiring reconsideration by the full ILAC Board. Where an amendment is made that would have resulted in higher fees, such supplementary fees must be paid upon any request for an amendment to the Administrator.



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SECTION EIGHT

FEEES AND ADMINISTRATION COSTS

FEE SCHEDULES

8(1) The Administrator shall require any Holder, where applicable, to pay such fees as are established in the following Schedules:

- (a) Application Fees - Schedule II
- (b) Access Administration Fees - Schedule III
- (c) Inspection and Enforcement Fees - Schedule IV
- (d) Land Reclamation Fees - Schedule V
- (e) Wildlife Compensation Fees - Schedule VI
- (f) Special Administration Fees - Schedule VII

9(2) The Chief Regional Councillor may review on an annual basis the Access and Enforcement Fees, taking into account the Administration and Enforcement Fees, the provisions of Section 10 of the Agreement, and such other matters as the Chief Regional Councillor deems appropriate. Such occasional adjustment requires three months notice through an Announcement issued by the Administrator.

9(3) operations OF CULTURAL, SCIENTIFIC, RECREATIONAL OR SOCIAL VALUE TO INUVIALUIT  
 Where the Administrator is of the opinion that all or part of the Operations of the Holder are of significant cultural, scientific, recreational or social value to the Inuvialuit, he may lower some or all of the fees established in subsection 8(1) hereof, but not to less than 25% of the amounts applicable from year to year in accordance with these Rules, except in case of a Land Use Licence or Residential Lease where the fees may be waived completely. The subsection shall apply Only to research operations carried out under a Land Use Licence pursuant to section ten of the Rules.

*amended*

INSPECTION COSTS

9(4) The Holder of any Right, except Holders of a Land Use Licence or Residential Lease, shall pay all travel and lodging costs related to an inspection by one or more ILA officials. The Administrator shall ensure, to the extent possible, that Inspectors make use of the regular transport and lodging facilities available to the Holder. Inspection fees shall be paid in accordance with Schedule IV.

8(5) Subject to subsection 8(6) hereof, the Administrator shall order not less than 3 and not more than 12 regular inspections per year, in total not exceeding a cost equal to 12 inspector-days, for Holders of any Rights other than Land Use Licences or Residential Leases. The Administrator shall not order any inspections with regard to Holders of Land Use Licence or Residential Leases unless subsection 8(6) hereof, applies.

8(6) The Administrator may order inspections, additional inspections, more frequent inspections, or the continuing presence of Inspectors, where:

- (a) the Administrator has obtained a written or other bonifide report from any Inuvialuit, that the Holder may be violating certain terms and conditions of his Right; or
- (b) the Holder has violated during the year previous to the inspection, the terms and conditions of his Right; or
- (c) the Holder is Holder of a Land Use Permit Class A, a Concession, a Commercial Lease Class 1 or 2, or a Right-of-Way and the Holder is carrying out operations which have a major impact on Inuvialuit Lands.

#### ADMINISTRATION. COSTS

8(7) The IRC shall establish an Administration Account. Any Application and Access Fees, pursuant to subsection 8(2) hereof, Inspection and Enforcement Fees or other revenues directly related to the administration of Inuvialuit Lands shall be credited to this Account. Any disbursements to the Administrator pursuant to subsection 9(8) hereof shall be debited to this account.

8(8) The Chief Regional Councillor shall approve annually an amount to the Administrator for the sole purpose of administering the Inuvialuit Lands. The amount shall be based on the budget presented by the Administrator and approved by the Inuvialuit Regional Corporation, adjusted for any difference between the actual Administration Costs, pursuant to subsection 8(9) hereof, and the approved Budget for the previous year.

8(9) The Administrator shall present on an annual basis full Accounting for the Administration Costs. The Inuvialuit Regional Corporation shall review and approve the annual Accounting of the Administration Costs.

8(10) **ENFORCEMENT FEES**  
Where any notice of continuing default has been given by an Inspector pursuant to subsection 5(19) hereof, the related Enforcement Costs in the form of Enforcement Fees shall become applicable from the date of such notice.

See Schedule IV - Enforcement Fees.

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SECTION NINE

DEDICATED AREAS

9(1) **TYPES OF AREAS WHICH MAY BE DEDICATED**  
Inuvialuit Lands may be dedicated for specific purposes, such as:

- (a) residential areas;
- (b) commercial areas;
- (c) petroleum developments;
- (d) quarrying of sand and gravel;
- (e) wildlife habitat and harvesting protection;
- (f) tourism and recreational development; or
- (g) for such other purposes as the Administrator may determine.

9(2) **PROCESS FOLLOWED TO ESTABLISH DEDICATED AREAS**  
The Administrator may undertake from time to time studies with regard to the possible dedication of Inuvialuit Lands:

- (a) on his own initiative; or
- (b) at the request of 10 Inuvialuit older than 18 years of age; or
- (c) at the request of a Community Corporation or the IRC; or
- (d) at the request of Government of the NWT or of Canada; or
- (e) at the request of any of the Holders of Rights on Inuvialuit Lands; or
- (f) upon a "decision of the ILAC.

9(3) Based on such studies, the Administrator may develop a proposal for area dedication for submission to the ILAC. The Administrator shall not submit such a proposal unless he has conducted a public hearing on the matter in any Community(ies) affected by the proposal, and has reviewed the proposal with the affected Holders.

**APPROVAL OF A DEDICATED AREA**

- 9(4) Such a proposal will become effective only where it has been approved by the ILAC and by any Community Corporation whose 7(I)(a) lands are affected.
- 9(5) Such a proposal cannot be approved by the ILAC unless it has been previously approved by the respective Hunters and Trappers Committee.

**YA YA LAKE - DEDICATED AREA**

- 9(6) The sand and gravel deposits, collectively known as the YaYa Lakes Eskers, are dedicated for the quarrying of sand and gravel in accordance with subsection 7(31) of the Agreement.

**COMMUNITY DEVELOPMENT ZONE**

- 9(7) Prior to dedicating particular areas for specific purposes pursuant to subsection 9(1) hereof, the Administrator with the approval of the ILAC, may declare a certain area a Community Development Zone.

- 9(8) Unless modified with the approval of the ILAC, the following areas shall be Community Development Zones:

(a) any area within 5 km of the Community Sites identified in the Annexes H-3, I-3, J-3 and K-3 of the Agreement.

I 3 - Paulatuk  
J 3 - Sachs Harbour  
H 3 - Tuktoyaktuk  
K 3 - Holman

(b) any area south of latitude 68 degrees 30 minutes on the Inuvik 7(I)(a) and 7(I)(b) lands.

- 9(9) Area dedications under Section nine, are without prejudice to the lawful exercise of zoning rights and powers, by municipalities and local government.

- 9(10) Inside a Community Development Zone, a Residential Lease cannot be granted unless the lease is situated in an area that has been zoned for residential purposes and a Commercial Lease cannot be granted unless it is situated in an area that has been zoned for commercial purposes.

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SECTION TEN

LAND USE LICENCES AND LAND USE PERMITS  
ACCESS BY GOVERNMENT AND FOR RESEARCH

LAND USE LICENCES

10(1) The Assistant Administrator may issue a Land Use Licence to persons wishing to engage in a non-exclusive use of Inuvialuit Lands for a limited period of time not exceeding one year and of a nature that does not involve a Commercial Activity other than Commercial Fishing and of a nature that does not require the issuance of a Permit Class A, Permit Class B, or Permit Class C pursuant to this Section, or another Right in accordance with these Rules. A Land Use Licence shall be issued in accordance with the Model provided in Schedule XIII-B hereof.

TYPES OF ACTIVITIES WHICH REQUIRE A LAND USE LICENCE

10(2) The Administrator or Assistant Administrator may issue a Land Use Licence and, where appropriate, using the short procedures pursuant to subsections 7(36) through 7(38) hereof, for any one or several of the following activities:

- (a) access for sport and/or commercial fishing; or
- (b) access for extended recreational activities; or
- (c) access for scientific research; or
- (d) access for Surveying; or
- (e) access of agents or employees or governments in accordance with subsection 7(16) of the agreement, or,
- (f) access for individuals engaging in research activities.
- (g) access for other activities, which are not Commercial Activities, and approved by the Administrator

10(3) For greater certainty, Inuvialuit do not need a Land Use Licence to carry out the activities on Inuvialuit lands referred to in subsections 10(1) and 10(2) hereof and Inuvialuit Guides may obtain such Land Use Licences pursuant to subsection 7(16) hereof.

THE RIGHT(S) GRANTED TO HOLDERS OF A LAND USE LICENCE

10(4) A Land Use Licence may, for the purposes established in the Licence, grant the right to carry out one or more of

the following activities during the term of the Licence:

- (a) enter upon, cross, or stay on Inuvialuit Lands:
- (b) establish a temporary campsite for a number of man-days approved by an Administrator;
- (c) erect temporary facilities:
- (d) place instruments in a manner not dangerous to Inuvialuit or harmful to the environment;
- (e) collect flora, except for prohibitions on rare species; or
- (f) occupy temporarily one or more areas.

**CAMPSITE FEES**

- 10(5) Where the Holder intends to establish a campsite or occupy temporarily one or more areas the Holder shall pay a Campsite Fees in accordance with Schedule VIII.

**CLASS "A" LAND USE PERMIT OR LAND USE PERMIT CLASS "A"**

- 10(6) Subject to subsections 6(37) and 10(11) hereof, no person shall, without a Class A Permit, carry out any operation on Inuvialuit Lands that involves:

- (a) the use, in any thirty day period, of more than 150 kg (331 lbs.) of explosives;
- (b) the use of any vehicle that exceeds 10 t (22046 lbs.), net vehicle weight;
- (c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems, bits, pumps and other ancillary equipment, exceeds 2.5 t (5512 lbs.)
- (d) the establishment of any campsite that is to be used for more than 400 man days, unless the person is carrying out activities in accordance with subsections 10(1) and 10(2) hereof and has obtained a Land Use Licence;
- (e) the establishment of any petroleum fuel storage facility exceeding 80,000 L (17598 gal.) capacity or the use of a single container for the storage of petroleum fuel that has a capacity exceeding 4,000 L (880 gal.)
- (f) the use of any self-propelled power driven machine for moving earth or clearing land of vegetation:

- (g) the use of any stationary power driven machine for hydraulic prospecting, moving earth or clearing land, other than a power saw: or
- (h) the levelling, grading, clearing, cutting or snowploughing of any line, trail or Right-of-way exceeding 1.5 m (5 ft.) in width and exceeding 4. ha (10 acres) in area.

For the purpose of payment of fees alone, where any Class A Permit is being required for a public purpose, the fees shall be determined as if it were a Class B Permit.

10(7) CLASS "B" LAND USE PERMIT OR LAND USE PERMIT CLASS "B"  
Subject to subsection 6(37) and 10(11) hereof, no person shall without a Class B Permit, carry on any operation on Inuvialuit Lands that involves:

- (a) the use, in any thirty day period, of more than 50 kg. (110 lbs.) but less than 150 kg. (331 lbs.) of explosives;
- (b) the use of any vehicle that is more than 5 t (11023 lbs.) but less than 10 t (220462 lbs.) net vehicle weight, or the use of any vehicle of any weight that exerts a pressure on the ground in excess of 35 kpa (5.08 psi.);
- (c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems and bits, pumps or other ancillary equipment, is more than 500 kg. (1102 lbs.) but less than 2.5 t (5512 lbs.);
- (a) the establishment of any campsite that is to be used by more than two people for more than 100 but less than 400 man-days, unless that person is carrying out activities in accordance with subsections 10(?) and 10(2) hereof and has obtained a Land Use Licence;
- (e) the establishment of any petroleum fuel storage facility that has a capacity of more than 4000 L (880 gal.) but less than 80,000 L (17598 gal.) or the use of a single container for the storage of petroleum fuel that has a capacity of more than 2000 L (440 gal.) but less than 4000 L (880 gal.); or
- (f) the levelling, grading, clearing, cutting or snowploughing of any line, trail or right-of-way

exceeding 1.5 m (5 ft.) in width but not exceeding 4 ha. (10 acres) in area.

10(8) CLASS "C" LAND USE PERMIT OR LAND USE PERMIT CLASS "C"  
Subject to subsection 6(37) hereof, no person shall, without a Class C Permit, carry out any operation on Inuvialuit Lands that involves:

- (a) the use of any explosives;
- (b) the use of any vehicle, other than a skidoo, of less than 5 t (11023 lbs.) net vehicle" weight;
- (c) the use of any power driven machinery for earth drilling purposes whose operating weight, excluding the weight of drill rods or stems and bits, pump or ancillary equipment, is less than 500 kg (1102 lbs.);
- (d) the establishment of any composite that is to be used for purposes other than provided for in subsection 10(1) and 10(2) hereof, or other than provided for in subsections 10(6) and 10(7) hereof: *amended*
- (e) the establishment of any petroleum fuel storage in excess of 400 L (88 gal.) but less than 4000 L (880 gal.) or the use of a single container for the storage of petroleum fuel that has a capacity of more than 160 L (135 gal.) but less than 2000 L (440 gal.);
- (f) the levelling, grading, clearing, cutting or snowbloughing of any line, trail or Right-of-way exceeding in total 100 sq. m. (1076 sq. ft.); or
- (g) the carrying out of any Commercial Activity not covered elsewhere, in the Rules; or
- (h) the establishment of unmanned temporary research facilities such as meteorological, climatological sites, survey instruments and navigational aids (subject to subsection 7(98) of the Agreement).
- (i) the occupation of Inuvialuit Lands in excess of 100 man days by government agents or employees.

Paragraph 10(8)(e) hereof shall not apply to any activity of Inuvialuit related to wildlife harvesting, recreation or tourism. Furthermore, Inuvialuit shall not require a Class C Permit where Inuvialuit use a vehicle of less than 5 t on winter roads or permanent roads.

**RENEWAL OF A LAND USE LICENCE OR PERMIT**

10(9) A Land Use Licence cannot be renewed. A Class A, Class B or Class C Permit can be renewed, in accordance with subsection 6(6) hereof, for a period determined by the Administrator, flat exceeding one year.

10(10) Where a Land Use Permit Class A is obtained to drill an oil or gas well, such Permit can, at the request of the Holder, be converted to a Well-Site Lease. As the Holder can retain the well and the well site. The Well-Site Lease is limited however to the area of 6 hectares (14.9 acres).

**CLEAN UP OR LAND RECLAMATION OPERATIONS**

10(11) Where an applicant requires a land use permit for the sole purpose of clean up operations or land reclamation, such land use permit shall be classified as a Class "C" Permit.

**GOVERNMENT ACCESS**

10(12) Where employees or agents of Government require personal casual access (being defined herein to include temporary presence of up to 10 man days) or require access under rights contained in laws of general application to enter upon and across Inuvialuit Lands for the purpose of enforcement management or research, they shall do so under the following procedures:

a(1) Subject to (a)(ii), such individuals must provide prior notice in writing or by another means acceptable to the Administrator in accordance with the prescribed form in Schedule I-C and receive verification (which may include specific terms and conditions) from the Administrator and have such verification in his possession while on Inuvialuit Lands.

a(11) Enforcement officers (such as police, conservation officers, Cogra Inspectors) carrying out their enforcement function may enter upon and across Inuvialuit Lands after providing notice to ILA by letter, telex or other reasonable means so as to inform the ILA as to location, duration of the presence, and mode of access. Notwithstanding the foregoing any enforcement officer in fresh pursuit need not provide such prior notice, but shall at his earliest convenience provide a record of his access. This may be done verbally or in writing as determined by the Administrator.

10(12'b) when such agents or employees are required to occupy Inuvialuit Lands for periods of time up to 100 man days for activities that do not fall within the criteria of Land Use Permits Class A, B or C are required to obtain a Land Use Licence which shall not unreasonably be withheld.

- 10(12)c) Where a government agency wishes to erect facilities on Inuvialuit Lands of a semi permanent or permanent nature that will be unmanned, or where the agents or employees intend to occupy the land for more than 100 man days/year, they shall apply for a Class C Land Use Permit unless the nature of the activity falls under a Class A or B Land Use Permit in accordance with the Rules or is of a duration that requires a lease.
- 10(12)d) Such individuals or agencies wishing to erect permanent or semi permanent facilities other than unmanned facilities are required to obtain Land Use Permits or Leases in accordance with the Rules.
- 10(12)e) Where contractors to government are carrying out governmental responsibilities on behalf of government shall be provided access on the same basis as agents and employees provided however that the Government under whose auspices the work is being done assumes the liability under paragraph 7(20)(b) of the Agreement.
- 10(12)f) In the event an agent, employee or contractor to government under this provision causes damage, the Administrator shall notify the individual(s) and the appropriate Government of such default, stating the nature of the default and any restoration or mitigation recommendations and the time frame for rectifying the default.
- 10(12)g) In the event the default is not rectified to the satisfaction of the Administrator, he may order the necessary measures to correct the damage at the expense of the appropriate Government.
- 10(12)h) Any Holder of a Right under this section who has been notified about his default and remains in default after the period provided in the notice for rectifying the default shall not be permitted access for other purposes than rectifying the default.
- 10(12)i) Any disputes of alleged damage or mitigation or restoration actions or the costs associated thereto shall be referred to Arbitration pursuant to the Agreement.

RESEARCH ACTIVITIES OTHER THAN BY GOVERNMENT AGENCIES

- 10(12)j) Any individual wishing access to or across Inuvialuit Lands for the purpose of Research other than those activities covered elsewhere in the Rules shall require a Land Use Licence, which shall not unreasonably be withheld.

10(12)k) In the event the Holder of a Right under this provision causes damage to the Lands the provisions under paragraphs (b)(ii) and b(iv) shall apply mutatis mutandis.

10(12)l) Any disputes arising out of alleged damage, mitigative or restoration actions taken by the Administrator shall be resolved in the courts unless otherwise agreed by the ILA and the Holder of the Right.

10(12)m) **GOVERNMENT ACCESS**

The Land Use Permit Class C applicable to a research or other government activity shall be 50% of those stipulated in the Fee Schedules.

(i) The fees stipulated in the Fees Schedules for Class A or 9 Land Use Permits may be reduced in accordance with the subsection 9(3) of the Rules.

(ii) All fees for Land Use Licences and Class C Permit may be prepaid by a government agency by paying on an annual basis a fixed sum determined jointly between the Government agency and the Inuvialuit Regional Corporation

10(12)n) **INFORMATION TO BE SUPPLIED BY HOLDERS OF LAND USE LICENCE**

Holders of Land Use Licences for purposes of Research shall be required to supply relevant information in accordance with Section Eighteen of the Rules.

(i) The Holder conducting research on Inuvialuit Lands shall not be required to submit the raw data of research carried out unless specifically requested to do so by the Administrator. Any confidential information is governed by subsection 18(5) of the Rules.

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SECTION ELEVEN

SURFACE MATERIALS

11(1) No person shall extract, quarry, mine or take Surface Materials from Inuvialuit Lands without a valid Quarry Licence or a Quarry Concession.

QUARRY LICENCE

11(2) A Quarry Licence is a non-exclusive Right to remove a certain volume of Surface Materials specified in the Licence for a specific purpose during a period not exceeding one year, from a specific pit, quarry or area. A Quarry Licence shall be issued in accordance with the prescribed form provided for in Schedule XIV hereof.

11(3) The Holder of a Quarry Licence shall not carry out any operations which require another Right, in accordance with these Rules, unless he has obtained such Right.

11(4) Any person, company or holder of an other Right shall have the right to apply for a Quarry Licence. Any resident of the Northwest Territories shall have the right to obtain a Quarry Licence for a volume of Sand and/or Gravel not exceeding 38 cubic meters (50 cubic yards) per year for his personal use, provided such resident has signed a declaration that the volumes to be removed will be used strictly for his personal needs and not for export, sale or delivery to third parties. A Quarry Licence may be issued pursuant to subsection 7(39) of the Agreement.

QUARRY LICENCE FOR SURFACE MATERIALS OTHER THAN SAND AND GRAVEL

11(5) The Administrator may issue a Quarry Licence for other Surface Materials, where possible, under the same terms and conditions as applicable to Sand and Gravel pursuant to subsection 11(4) hereof, to residents of the Northwest Territories.

11(6) The Administrator shall assign to the extent possible near each Community a pit or area dedicated for the purpose of obtaining surface materials for personal use.

11(7) A Quarry Licence other than a Quarry Licence for personal use pursuant to subsection 11(5) hereof, or other than for the purposes established in subsection 7(28) of the Agreement, cannot be issued unless the applicant has:

(a) provided evidence to the satisfaction of the Administrator that the volumes of Surface Materials are required for a project that has been approved by

the appropriate level of government: and

(b) submitted his contract for the delivery of the said Surface Materials.

- 11(8) The Administrator shall be responsible for Implementing subsection 7(35) of the Agreement.
- 11(9) A Quarry Licence cannot be renewed. However, any Holder may apply for a new Licence prior to the expiration of term of the current Licence.
- 11(10) The Administrator cannot issue a Quarry Licence for an area which is part of a Quarry Concession.
- 11(11) A Quarry Licence can be used for the purpose of stockpiling or for sale to any other party than an end user, with the authorization in writing by the Administrator. The Administrator may authorize a Quarry Licence for stockpiling for a purpose approved by any level of government and where a contract exists for this purpose. In the case of stockpiling, royalties shall be payable upon the removal of the surface materials from the quarry. Royalties shall not be refundable for any unused material from a stockpile or for any loss of material from the stockpile.
- QUARRY CONCESSION
- 11(12) A Quarry Concession is an exclusive Right to explore for, develop and produce Surface Materials specified in the Quarry Concession from an area for a period specified in the Quarry Concession.
- 11(13) Any Inuvialuk or Inuvialuit business may stake an unclaimed area for the purpose of applying for a Quarry Concession in accordance with these Rules. Such area cannot, exceed 10 hectares (24.7 acres).
- 11(14) A Quarry Concession shall be for a term of ten years, renewable three times for five year periods.
- 11(15) The Holder of a Quarry Concession shall not carry out any operations which require another Right in accordance with these Rules unless he has obtained such Right.
- 11(16) Any Quarry Concession shall include, in addition to the provisions pursuant to subsections 6(14) and 6(17), the following:

(c) "further financial and participatory benefits for the Inuvialuit:

(b) guarantees and priorities for supplies to the Inuvialuit Communities; and,

(c) the obligation to terminate such Quarry Concession where such Concession is not being actively used for its purposes for a period longer than 12 consecutive months.

And may include limitations with regard to the right for the same Holder to own several Quarry Concessions or Quarry Licences.

11(17) Any Quarry Concession granted to the IDC shall be subject to subsections 7(38) through 7(41) of the Agreement.

**SAND AND GRAVEL RESOURCE PLANNING**

11(18) The Administrator shall be responsible for determining the priorities in reserving the related volumes of Sand and Gravel in accordance with subsections 7(27) through 7(29) of the Agreement. The various Concessions to be issued in relation to Sand and Gravel shall incorporate the obligation to reserve the volumes in accordance with the Sand and Gravel Resources Planning Procedure.

11(19) The Administrator shall enter in the Inuvialuit Land Management Register any results of the Sand and Gravel Resource Planning process.

**GRAVEL ROYALTIES**

11(20) Any Licence or Concession shall be subject to the royalties established for Sand and Gravel pursuant to subsection 7(32) of the Agreement. (1982 value \$.75/cu. yd.) *amended*

11(21) A Licence or Concession for the quarrying of Surface Materials other than Sand and Gravel shall be subject to royalties not less than pursuant to subsection 7(32) of the Agreement.

11(22) Any royalties shall be calculated on the basis of the gross volume of the surface materials removed from the pit, quarry or mine and shall include ice where such ice is being removed, but shall not include any overburden removed and retained in the pit, quarry or mine area for possible later land reclamation operations.

Note: See Also: Subsections 7(27) to 7(42) - Final Agreement-Sand and Gravel

See Also: Schedule XVIII - Example of Quarry Royalty/Fee Calculation

SECTION TWELVE

CONCESSIONS FOR PETROLEUM, COAL AND  
MINERALS AND RECONNAISSANCE PERMITS

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12(1) PETROLEUM CONCESSIONS

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12(4) RECONNAISSANCE PERMITS FOR PETROLEUM

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SECTION TWELVE  
CONCESSIONS FOR PETROLEUM, COAL AND MINERALS, AND  
RECONNAISSANCE PERMITS

**PETROLEUM CONCESSIONS**

12(1) Subject to subsections 12(2) and 12(3) hereof a Petroleum Concession on open acreage on 7(1)(a) Lands can only be issued on the basis of the Bidding Procedure pursuant to subsections 7(75) through 7(80) hereof. such Petroleum Concession shall be in accordance with the Prescribes Form of Schedule XVI, provided, however, that further minimum conditions may be established in the Bidding Procedure.

12(2) A Petroleum Concession replacing and superseding an Exploration Agreement or granted as a result of a renegotiation pursuant to subsection 7(94) of the Agreement shall be granted without Bidding Procedure. Such Petroleum Concession shall be generally in accordance with the Prescribed Form of Schedule XVI. Such Concession may cover any area on 7(1)(a) Lands but shall include to a substantial degree the non-relinquished part of the Exploration Agreement area granted by Canada.

12(3) A Petroleum Concession can be granted to the IPC under such terms and conditions as shall be established by the IRC.

**RECONNAISSANCE PERMITS FOR PETROLEUM**

12(4) A Reconnaissance Permit for Petroleum gives a non-exclusive right to carry out on 7(1)(a) Lands:

(a) aeromagnetic, magnetic or gravimetric surveys: and/or

(b) seismic surveys: and/or

(c) geological fieldwork, including the taking of samples for geological, geophysical or geochemical purposes; and/or

(d) the drilling of wells to a depth of 200 m.; and/or

(e) any exploration for petroleum other than the drilling of wells to a depth in excess of 200 m.

12(5) Any Reconnaissance Permit for Petroleum shall state the specific activities which the Permittee is entitled to carry out.

- 12(6) With the approval of the Concessionaire, a Reconnaissance Permit may extend into an area covered by a Concession. The Permittee may retain ownership to all data collected during his activities provided he has complied with Section eighteen hereof.
- 12(7) A Reconnaissance Permit may be granted subject to such terms and conditions as may be determined, including:
- (a) the obligation to provide training programs for Inuvialuit; and
  - (b) where a Reconnaissance Permit is granted for the sole or main purpose to collect information for sale or distribution to third parties; and
  - (c) a profit sharing arrangement between the ILC and the Permittee where the revenues from the sale of information exceed the costs; and
  - (d) the obligation to provide the IPC with a copy of all data, or enter into a joint venture with the IPC.
- 12(9) A Reconnaissance Permit can be renewed for three periods of one year each.

NOTE: Subsections on minerals and coal will be added to later versions of these Rules.

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SECTION THIRTEEN

LEASES

**RESIDENTIAL LEASES**

- 13(1) Any person or family may own at any time not more than three Residential leases.
- 13(2) Any Residential Lease outside a Community Development Zone shall not exceed 4 ha (10 acres). Such lease shall have the following restrictions:
- (a) the front on a lake, river, or seacoast shall not be more than 200 m. (656 ft.);
  - (b) the lease shall be of a contiguous shape whereby any two points along the perimeter of the lease shall under no circumstance be further than 500 m. (1640 ft.) from each other.

**RESIDENTIAL LEASE IN A COMMUNITY DEVELOPMENT ZONE**

- 13(3) A Residential Lease inside an Community Development Zone shall not exceed 0.2 ha (.5 acres). Such Lease shall be of a form and have the restrictions applicable to the specific residential zone and can only be granted pursuant to subsection 9(10) herein.
- 13(4) Residential Leases can only be granted to the extent that the persons or families can provide evidence that such lease is occupied on a full time, seasonal or occasional basis for at least sixty calendar days during any Particular time of a calendar year by the said persons or families, as residence or for the purpose of recreation or wildlife harvesting support. *amended*
- 13(5) A residential Lease cannot be subdivided.

**COMMERCIAL LEASES - GENERAL INFORMATION**

- 13(6) Any person requiring the permanent occupancy of an area on Inuvialuit Lands other than for an oil or gas Well-Site to carry out Commercial Activities for a period exceeding three years shall require a Commercial Lease. A Commercial Lease shall be granted for a period of not more than five years. Except where the Commercial Lease relates to Installations related to the production activities or Holder of valid Rights issued by Canada in accordance with subsection 10(1) of the Agreement or Holders of a Concession in which case the lease can be granted for a longer period of time than five years, the lease shall include a provision for the review every five



years of the lease rental, Inuvialuit employment, Inuvialuit Business opportunities and such other matters as may be appropriate.

**MAXIMUM DIMENSIONS OF A COMMERCIAL LEASE**

- 13(7) A Commercial Lease shall be of a contiguous shape and the longest distance between two points along the perimeter of the Commercial Lease shall not exceed 1000 m. (3281 ft.), Inside a Community Development Zone, a Commercial Lease can only be granted pursuant to subsection 9(10) herein .

**CLASS 1 COMMERCIAL LEASE**

- 13(8) Subject to subsection 13(12) herein, no person shall, without a Class 1 Commercial Lease, carry out operations which normally require the occupancy of Inuvialuit Lands for a period exceeding three years, where such occupancy involves:
- (a) the construction and/or operation of plants, other than oil or gas wells, for the extraction, compression, separation, processing, refining, liquifaction, transportation or other treatment or shipment of petroleum, coal or minerals; or
  - (b) the storage of more than 80,000 L (17598 gal.) of fuel, or any radioactive, toxic, or other hazardous goods or materials; or
  - (c) the construction and/or operation of a wharf for the transshipment of goods and materials; or
  - (d) the generation of more than 100 kWh. (3.6MJ) of electric power; or
  - (e) the storage of more than 1000 t. (2,204,620 lbs.) of any materials, goods or inventories; or
  - (f) the construction or operation of buildings with a floor space exceeding 2,000 sq.m.; or
  - (g) the requirement for a total area exceeding 4 ha. (10 acres) or activities related to wildlife harvesting support or tourism development; or
  - (h) the occasional or permanent employment or contracting of more than 100 persons during the operations of the facilities, works or undertaking.

13(9) For the purpose of payment of fees alone, a Commercial Class 1 Lease which, if temporarily abandoned for over a year, will be subject to the fees applicable to a Class 2 Lease.

**CLASS 2 COMMERCIAL LEASE**

13(10) Subject to subsection 13(12) hereof, no person shall, without a Class 2 Commercial Lease, carry out operations which normally require the occupancy of Inuvialuit Lands for a period exceeding three years, where such occupancy involves:

(a) the storage of more than 4000 L. (880 gal.) but less than 80,000 L. (17598 gal.) of fuel; or

(b) the construction or operation of a building or buildings with a floor space exceeding 500 sq. m. but less than 2,000 sq. m.; or

(c) the requirement of a total area exceeding 1 ha. (2.47 acres) but less than 4 ha. (10 acres) other than for an oil or gas well or for wildlife harvesting support or tourism development; or

(d) the occasional or permanent employment or contracting of more than 10 persons but less than 100 persons during the operation of the facilities, works or undertaking.

13(11) For the purpose of payment of Fees alone a Commercial Class 2 Lease which, if temporarily abandoned for over a year, will be subject to the fees applicable to a Class 3 Lease.

**CLASS 3 COMMERCIAL LEASE**

13(12) Any Commercial activity which otherwise would require a Commercial Lease Class 1 or 2 but which is exclusively for the purpose of wildlife harvesting support, the development of renewable resources or tourism development shall be classified as to require a Commercial Lease Class 3.

13(13) No person shall, without a Class 3 Commercial Lease, carry out Commercial Activities which normally require the occupancy of Inuvialuitlands for a period exceeding three years unless such persons has a Class 1 or a Class 2 Commercial Lease.

**WELL-SITE LEASE**

13(14) No person can keep or maintain an oil or gas well for a period in excess of three years, or produce oil or gas

from or inject fluids in such well without a valid Well-Site Lease. A Well-Site Lease shall not exceed 6 ha. (15 acres).

**PUBLIC LEASES**

?3( 15) A Public Lease can be granted only to a government or, municipality, including any settlement, hamlet, or town,

**INUVIALUIT HARVESTING RIGHTS ON LEASES**

13(16) Any Inuvialuit shall have the right to harvest wildlife on any Residential, Commercial, Well-Site or Public Lease larger than 0.2 ha, unless the Lease specifically provides for the contrary with the approval of the respective Hunters and Trappers Committee.

SECTION FOURTEEN

GRAZING PERMITS

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14(1) DESCRIPTION OF PERMIT

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SECTION FOURTEEN

GRAZING PERMITS

DESCRIPTION OF PERMIT

- 14(1) A Grazing Permit is a non-exclusive right to use land for the purpose of grazing by animals.
- 14(2) The animals permitted in the area are only those of the species designated in the Permit.
- 14(3) The area of land to be occupied shall be set out in the Permit.
- 14(4) The permit shall contain provisions protecting the integrity of the land used and the interests of the Inuvialuit.
- 14(5) The Holder of the Permit shall use reasonable counting procedures to certify the number of animals grazing in the area to the ILA at least once per calendar year.

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SECTION FIFTEEN

RIGHT OF WAY AGREEMENTS

**TEMPORARY RIGHTS OF WAY**

15(1) A Temporary Right of Way is granted for the specific purpose specified in the Right, for a period of up to two years. The Temporary Right of Way may consist of a continuous strip of land or successive strips of land in a single corridor, where (as in the case of ice roads or power lines) the corridor consists partially of waterbodies or where parts of the corridor are outside Inuvialuit Lands. Each strip of land shall be subject to the maximum width provided for in subsection 6(9).

**TEMPORARY RIGHTS OF WAY DO NOT INCLUDE WATERWAYS**

15(2) For the purpose of determining any fees, the length of the Right of Way shall not include any length across any waterbodies.

15(3) A Temporary Right of Way may consist of a main corridor and several branches leading into or from the main corridor. Such branches may also be a separate Temporary Right of Way granted to a different Holder.

15(4) The term of a Temporary Right of Way cannot be renewed.

15(5) Where a Temporary Right of Way consists of a winter road or other temporary road, the Holder shall be responsible for creating the Right of Way in such a manner that traffic can proceed safely on such road. This responsibility shall include the erecting of Suez signs as would normally be erected on similar public roads. Any Temporary Right of Way can be used by any Person who has access to or has been given access to Inuvialuit lands, provided such Person acts and proceeds in a manner as though the traffic laws generally applicable in the Northwest Territories were in force, provided however, that such Person shall not have access (subject to Subsection 13(16) hereof) to any area which is subject to Land Occupancy without the approval of the Holder or Administrator.

15(6) Where it is expected that a road may be subject to significant traffic, or where significant impact on wildlife or wildlife harvesting may occur, the Temporary Right of Way may include a provision that obligates the Holder to erect a gate at the entrance of such road and provide for suitable control of the access to the road in accordance with guidelines of the Administrator,

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SECTION SIXTEEN

PARTICIPATION AGREEMENTS AND COOPERATION AGREEMENTS

PARTICIPATION AGREEMENTS

- 16(1) The holder of a valid right or interest issued by Canada on 7(l)(a) Lands or 7(l)(b) Lands pursuant to Subsection 10(1) of the Agreement shall be guaranteed Access on and across Inuvialuit Lands by the ILA, subject to a Participation Agreement.
- 16(2) The Party may conclude with the ILA one or more participation Agreements for each Right or interest, or a single Participation Agreement can relate to several valid rights or interests issued by Canada.
- 16(3) A Participation Agreement shall include the terms and conditions under which the Administrator shall grant the Right or Rights under which the Party shall have access on and across Inuvialuit Lands. Each Right to be granted under the Participation Agreement shall directly relate to, and be necessary for the activities to be carried out under the valid right or interest issued by Canada.

RIGHTS WHICH REQUIRE A PARTICIPATION AGREEMENT

- 16(4) The participation Agreement shall include the terms and conditions related to granting one or more of the following Rights, pursuant to subSection 7(40) hereof:

- (a) a Commercial Lease Class 1, 2, or 3; or
- (b) a Permit Class A, B or C; or
- (c) a Right-of-Way Agreement; or
- (c) A Well-Site Lease.

RIGHTS WHICH DO NOT REQUIRE A PARTICIPATION AGREEMENT

- 16(5) A Participation Agreement shall not comprise the granting of any of the following Rights:

- (a) a Land Use Licence; or
- (b) a Residential Lease; or
- (c) a Public Lease; or
- (d) a reconnaissance Permit; or
- (e) a Grazing Permit; or

- (f) a Concession;
- (g) a Quarry Concession: or,
- (h) a Quarry Licence.

16(6) The Party may opt to obtain one or more of the Rights required for the activities to be carried out, directly on the basis of the procedures established in these Rules, and where the Applicant has been issued:

- (a) all Rights required for his activities, "the Administrator shall agree to waive the requirement of the conclusion of a Participation Agreement in accordance with subsection 10(2) of the Agreement; or
- (b) some of the Rights required for his activities. these Rights shall not be part of the Participation Agreement pursuant to subsection 16(4) hereof.

16(7) The Right or Rights issued pursuant to subsection 16(4) hereof, shall terminate automatically where the Percy:

- (a) terminates his valid right or interest issued by Canada. or
- (b) relinquishes all acreage on Inuvialuit Lands belonging to such valid right or interest, provided there is no continuing need for a Right-of-Way across Inuvialuit Lands pursuant to paragraph 7(18)(c) of the Agreement.

However, any termination of any Right shall always be subject to the survival of obligations in accordance with subsection 6(30) hereof.

#### TERMS AND CONDITIONS OF PARTICIPATION AGREEMENTS

16(8) Participation Agreements may contain such matters as provided for in subsection 10(3) of the Agreement, provided however, that where the Holder has concluded a Cooperation Agreement the provisions of paragraph 16(15)(e) hereof shall apply mutatis mutandis.

16(9) A Participation Agreement shall identify with respect to each Right to be issued under the Participation Agreement, the matters negotiated in relation to paragraphs 10(3)(b) through (e) of the Agreement. A Participation Agreement shall not include matters to be negotiated at a later date.

#### TIMING OF NEGOTIATIONS TO CONCLUDE PARTICIPATION AGREEMENTS

Any Party which is a holder of a Right or interest issued by Canada may request the Administrator to enter into

negotiations for a specific Participation Agreement. Upon receipt of such request the Administrator shall make an Announcement to this effect and initiate negotiations within one month. And the Administrator shall attempt to continue and complete such negotiations in a manner that the time required for these negotiations and the subsequent procedures pursuant to section seven hereof does not interfere unduly with the normal progress of the activities of the Party, provided the request for entering into negotiations has been received at the appropriate time.

16(11) Any Party who intends to obtain a Right or interest to be issued by Canada on 7(1)(b) Lands or who intends to obtain a right or interest from Canada that requires a Right-of-Way on Inuvialuit Lands pursuant to paragraph 7(18)(c) of the Agreement may request the Administrator to enter into negotiations for a possible Participation Agreement, conditional upon obtaining from Canada the related right or interest. Upon receipt of such request the Administrator shall make an Announcement to this effect and initiate negotiations at a mutually agreed date. Such date shall to the extent possible be determined in a manner that the negotiation process and the "subsequent procedures for obtaining the necessary Rights pursuant to Section seven hereof can be completed on the effective date of the Right to be issued by Canada, provided the request for entering into negotiations has been received at the appropriate time.

16(12) The time frames pursuant to subsections 16(10) and 16(11) hereof shall apply to the extent that the Party makes a bonafide effort to proceed actively with the negotiating process and conducts these negotiations in a manner that supports the basic goals expressed in Section of the Agreement.

#### ACCESS AGREEMENTS

16(13) The Holder of a valid Right or interest issued by the ILA other than a Right issued pursuant to a Participation Agreement shall be guaranteed access on and across Inuvialuit Lands subject to prior conclusion of an Access Agreement.

16(14) Prior to the Holder exercising its guaranteed Right of access to the surface of the lands, the Holder shall possess all necessary Right(s) issued by the ILA in accordance with these Rules.

16(15) Negotiations and granting of access shall be subject to:

(a) the Holder agreeing to the payment of fair

compensation for access in accordance with these Rules;

- (b) the Holder agreeing to the payment of the Land Occupancy Rent set out in Schedule XI or Land Use Rent, as set out in Schedule XII;
- (c) the setting of variable terms and conditions pursuant to the Rules including the prohibition of various activities at certain times and places;
- (d) subject to paragraph (e) below; the ILA entering into an Access Agreement with respect to the activity for which access is being sought. This Access Agreement shall contain the negotiated terms setting forth the conditions upon which access is being provided by the Inuvialuit and without limiting the generality of the foregoing, these terms and conditions may relate to:
  - (i) employment;
  - (ii) service and supply contracts;
  - (iii) education and training;
  - (iv) equity participation or other similar types of participation; and
  - (v) the local supply of goods and services.

Such negotiated terms and conditions shall be fair and reasonable and reflect both the Inuvialuit objective of becoming meaningful participants in the northern and national economies and the Holder's need to have adequate access upon reasonable terms. Where the parties are unable to reach agreement, the matter shall be referred to Arbitration; and

- (e) where the Holder has concluded a Cooperation Agreement referred to in subsection 16(16) hereof relating to the issuance of a Quarry Licence, Land Use Permits, Temporary Rights of Way or a Commercial Lease Class 3, and the Holder has complied with the terms of such Cooperation Agreement at the time of application for such access rights, the principal terms of any Access Agreement to be negotiated shall be limited to provisions relating to the supply of local goods and services.

**COOPERATION AGREEMENTS**

- 16(16) The ILA and any Party may on a voluntary basis conclude Cooperation Agreements. Such agreements may deal with:
- (a) the timetables and procedures for concluding the various Participation Agreements in accordance with subsection 10(7) of the Agreement; and
  - (b) employment, education, training and business opportunities for Inuvialuit in accordance with subsection 16(12) of the Agreement; and
  - (c) such other matters as both parties deem appropriate.
- 16(17) Where a Cooperation Agreement has been concluded, the Administrator shall take the provisions of such Agreement into account in the various procedures for the issuance of Rights pursuant to Section seven hereof.
- 16(18) Any Cooperation Agreement has to be signed and approved by the Chief Regional Councillor.

See Also: Section 10 - Participation Agreement - Inuvialuit Final Agreement.

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SECTION SEVENTEEN

LAND RENTS

LAND OCCUPANCY RENT

- 17(1) The Land Occupancy Rent for all Rights which are issued directly or on the basis of an Access Agreement shall be as listed in Schedule XI.
- 17(2) The Land Occupancy Rent for a Right issued pursuant to a Participation Agreement, shall be determined in a Participation Agreement by negotiation.
- 17(3) There shall be no Land Occupancy Rent charged for a Land Use Licence or a Residential Lease to Inuvialuit.

LAND USE RENT

- 17(4) The Land Use Rent is calculated per year for all Rights which are issued directly or pursuant to an Access Agreement shall be as listed in Schedule XII. No Land Use Rent shall be charged for any area for which Land Occupancy Rent is already being charged to the same Holder.
- 17(5) The Land Use Rent for a Right issued pursuant to a Participation Agreement shall be determined in a Participation Agreement by negotiation.

CAMPSITE FEES AND OTHER RENT

- 17(6)(a) Campsite Fees-(Schedule VIII)
- 17(6)(b) Where an area is being made available that contains Improvements owned by the ILC, and the Holder would make use of such improvements on such lands, a further rent shall be established by the ILC. Except where such Right is granted pursuant to a Participation Agreement, in which case the other rent shall be established through negotiations reflecting the value of such improvements.

GENERAL CONDITIONS FOR LAND RENTS

- 17(7) Each Land Rent negotiated pursuant to subsections 17(2), 17(5), or 17(6) hereof must be approved by the Commissioner.

BASIS OF LAND RENT CALCULATION

- 17(8) The Holder shall pay the first rent established on the basis of the preliminary plan submitted in accordance with subsection 7(22) hereof.
- 17(9) The Administrator may require, at any time, the Holder to submit a final plan of the area occupied or used.

17(10) After review of this final plan the Administrator shall, within thirty days, adjust the Land Rent for the previous year based on the actual area or the Right or length of

the Right of Way occupied or used where the Land Rent submitted with the applications is:

(CI) greater than the Rent so calculated, refund the excess to the Holder, or is

(b) less than the Rent so calculated, demand, by notice in writing to the Holder, payment of the deficiency.

17(11) The Land Rent shall be based in successive years on the basis of the preliminary plan, unless the Administrator, required a final plan, in which case it shall be based on the final plan.

17(12) Where a Holder does relinquish, one or more areas from his Right, the Land Rent shall be adjusted accordingly the first Anniversary Date following the date in which the final plan for the adjusted area of the Right has been received.

#### PERIODS FOR RENT CALCULATION

17(13) All Land Use Rents as well as Land Occupancy Rents shall be charged on an annual basis. The Land Rent must be paid prior to the Anniversary of the Right under consideration to the Treasurer of the IRC.

17(14) Where a Holder abandons a location for a period of more than one year and leaves the site of operations unmanned other than for occasional inspection, he may apply for a reduction of 45% in the Land Occupancy Rent to the Administrator who, in turn, may grant such reduction, where he is of the opinion that the site will indeed be unmanned and left in a manner consistent with good safety and environmental practices. Where the Land Occupancy Rent relates to a Public Lease for the purpose of establishing navigation aids and safety devices for a period of more than one year pursuant to subsection 7(88) of the Agreement, the Land Occupancy Rent shall be 10% of the values established in Schedule XI.



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SECTION EIGHTEEN

INFORMATION REQUIRED BY THE ILA

INFORMATION TO BE SUBMITTED

- 18(1) The Holder shall submit to the Administrator, in a form and on a date satisfactory to the Administrator, such reports as shall be requested, in order that the Administrator may ascertain the progress of the operations or the compliance with these Rules. Such reports shall include for any Right, except for a Land Use Licence or Residential Lease, at least an annual report and a final report and may include a monthly report. The reports shall be in accordance with circulars issued by the Administrator.
- 18(2) Any Holder shall submit to the Administrator, without the need for the Administrator to request the same, the following Information in relation to his Right, as soon as this information becomes available to the Holder:
- (a) Such Information related to such substances and such exploration, development and production, in accordance with circulars issued by the Administrator, where the Holder is involved in the exploration, development or production of oil and gas, coal, minerals or surface materials owned by the Inuvialuit.
  - (b) Furthermore:
    - (i) any report or study regarding the nature of the Inuvialuit Lands, and their fauna and flora, or any biological or environmental studies:
    - (ii) any information on archeological sites or of historic value:
    - (iii) any information relating to a discovery of any petroleum, coal, minerals, or valuable Surface Materials, or any other substance of economic value:
    - (iv) any information from engineering studies or studies related to the removal of assets or land reclamation:
    - (v) any information from geodetic or geographical surveys, soil surveys, route surveys, or other surveys:

- (vi) any information from scientific or technical studies;
- (vii) and contingency plans that Holder may have for emergencies;
- (viii) an accident report, following any accident, in two stages; first, an immediate report of the basic facts, and second (and later), a full and complete written report of all salient details;
- (ix) any significant situation or event, which includes without limiting the generality of the foregoing, the loss of life, a missing person, serious injury to a person, fire, an imminent threat to safety, an uncontrolled spill or release of fluids, gasses or other pollutants: and
- (x) such other information as the Administrator may identify from time to time pursuant to subsection 3(7) hereof.

**ECONOMIC, ACCOUNTING OR BUSINESS INFORMATION**

7(3) The Holder shall submit to the Administrator such economic, accounting or business information as may be required in order to implement these Rules and to obtain general information on costs and revenues of operations on Inuvialuit Lands or prices of goods and materials obtained from Inuvialuit Lands.

7(4) The Holder shall submit any information required to implement the provisions of subsections 7(3) through 7(40) of the Agreement.

**CONFIDENTIAL INFORMATION**

7(5) The Administrator may agree that certain information shall be Confidential, and the Administrator shall keep such information confidential except for those who need to have access to this information to fulfill legal requirements or to assist the Administrator in his duties. The confidentiality of information shall not extend beyond three years, from the date of submission of the information to the Administrator, unless otherwise provided for in the Right.

**FORM OF SUBMITTANCE OF INFORMATION**

7(6) All information to be submitted in accordance with this Section shall be submitted in the following manner:

(a) in the case of documents or maps: in two copies: and

(b) in the case of samples or cores: half the samples or cores.

**LAND DIVISION AND FACILITY LAYOUT PLANS**

18(7) Every preliminary or final plan to be submitted under these Rules shall:

- (a) be drawn to a scale that clearly shows the lands that the Applicant for a Right proposes to use or the Holder is using or has used: [(See Schedule XVII-Subsection 2(c)]
- (b) show the scale to which the plan is drawn; and
- (c) show locations.
  - (i) in accordance with systems from time to time in use for the Administration of Canada Lands,
  - (ii) by giving the geographic co-ordinates thereof.

**FINAL PLAN**

18(8) Where requested by the Administrator, the Holder shall pursuant to subsection 17(10) hereof, submit a final plan to the Administrator showing:

- (a) the lands actually occupied or subjected to the operations:
- (b) the locations of:
  - (i) all lines, trails, rights-of-way and cleared areas that were or are being used by the Holder during the operations, specifying those that were cleared by the Holder and those that existed before the operations began:
  - (ii) all buildings, campsites, air landing strips, air navigation aids, fuel and storage sites, waste disposal sites, excavations and other works and places that were constructed or used by the Holder during the operations,
  - (iii) all bridges, dams, ditches, railroads, highways and roads, transmission lines, pipelines, survey lines and monuments, air landing strips, streams and all other features, structures or works that were affected by the operations:
- (c) the calculations of the extent of the area of Inuvialuit Lands used or occupied in the operations.

18(9) The final plan, or any revision of the final plan, submitted to the Administrator, in accordance with these

Rules, and shall be:

(a) certified by the Holder as to the accuracy of:

(i) locations, distances and areas; and

(ii) the representation of the operations; or

(b) be drawn from and accompanied by positive prints of vertical aerial photographs or aerial photomosaics showing the lands subjected to the operations.

18(10) Where the Administrator has evidence that significant damage to Inuvialuit Lands might occur or is occurring he may, for the purpose of facilitating the review of the impact, request from time to time the Holder of a Land Use Permit Class A, Commercial Lease Class 1, Well-site Lease, Public Lease, Quarry Concession, Concession, Reconnaissance Permit, or Right of Way, to submit air photographs or mosaics or interpretations therefrom with regard to all or part of the area in which operations are taking or have taken place.

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SECTION NINETEEN

CONDUCT OF OPERATIONS

**ACTIVITIES PROHIBITED ON INUVIALUIT LAND**

19(1) No Holder shall, unless expressly authorized in his Right or in writing by the Administrator or Inspector:

- (a) conduct an operation within 30 m. (98 ft.) of a known monument or a known or suspected archeological site or burial ground;
- (b) when excavating Inuvialuit Land within 100 m. (328 ft.) of any stream excavate at a point that is below the normal high water mark of that stream, except for buried pipelines;
- (c) deposit on the bed or on the ice of any waterbody any excavated material; or
- (d) when placing a fuel or supply cache within 100 m. (328 ft.) of any stream or waterbody, place the fuel or supply cache below the normal high water mark of that stream or waterbody;

**EXCAVATION**

19(2) Subject to the terms and conditions of his Right or the express written authority of an Inspector, every Holder, other than the Holder of a Quarry Licence, Quarry Concession or Concession, shall replace all materials removed by him in the course of excavating, other than rock trenching, and shall level and compact the area of excavation, except for backfill over buried pipelines and sumps.

**WATER CROSSINGS**

19(3) Subject to the terms and conditions of his Right or the express written authority of an Inspector, every Holder shall:

- (a) remove any material or debris deposited in any stream or waterbody in the course of an operation, whether for the purpose of constructing a crossing or otherwise, and
- (b) restore the channel and bed of the stream or waterbody to their original alignment and cross-section, prior to the completion of the operations or prior to the commencement of spring break-up, whichever occurs first.

**CLEARING OF LINES, TRAILS OR RIGHTS OF WAY**

- 13(4) Unless expressly authorized in a Right, no Holder shall:
- (a) clear a new line, trail or right-of-way where there is an existing line, trail or right-of-way that can be used;
  - (b) clear a line, trail, or right-of-way wider than 10 m. (33 ft.); or,
  - (c) while clearing a line, trail or right-of-way, leave leaners or debris in standing timber.
- 19(5) Where, in the opinion of an Inspector, serious erosion may result from an operation, the Holder shall adopt such measures to control erosion as may be required by the Inspector.

**SURVEY MONUMENTS**

- 19(6) Where a boundary, geodetic or topographic monument is damaged, destroyed, moved or altered in the course of an operations, the Holder shall, in accordance with these Rules and laws generally applicable:
- (a) report the fact immediately to the Administrator and respective authorities, and pay the costs of:
    - (i) investigating such damage, destruction movement or alteration, and
    - (ii) restoring or re-establishing the monument to its original condition or its origins: place: or
  - (b) cause the monument to be restored or re-established at his own expense.

**CONTINGENCY PLANS**

- 19(7) Holders of a Lend Use Permit Class A, Commercial Lease Class 1, Well-Site Lease, Public Lease, Quarry Concession, Concession, Reconnaissance Permit, or Right of Way shall submit to the Administrator and, from time to time, update comprehensive contingency plans to cope with possible major accidents, disasters or catastrophic events during the operations.

**PINGOS**

- 19(8) No vehicle shall have access to any Pingo, including a zone of 100 meters surrounding such Pingo.



**ARCHAEOLOGICAL 'SITE'S**

19(9) Where in the course of an operation, a suspected archaeological site or burial ground is unearthed or otherwise discovered, the Holder shall immediately:

(a) suspend the operation on the site; and

(b) notify the Administrator or an Inspector of the location of the site and the nature of any unearthed materials, structures or artifacts.

**CAMPSITES**

19(10) Subject to the terms and conditions of the Right, every Holder shall dispose Of all garbage, waste and debris from any campsite used in connection with an operation by removal, burning or burial or by such other method as may be directed by an Inspector.

**SEWAGE**

19(11) Sanitary sewage produced in connection with operations, shall be disposed of in accordance with the Public Health Ordinance of the Northwest Territories and any regulations made under the applicable Ordinance, or as stipulated by the Administrator.

**RESTORATION OF AN AREA**

19(12) Subject to the terms and conditions of the Right, every Holder shall, after completion of the operations, restore the area as nearly as possible to the same conditions as it was prior to the commencement of the operations.

**REMOVAL OF BUILDINGS AND EQUIPMENT**

19(13) Subject to Subsections 19(14) and 19(15) hereof, every Holder shall, on completion of the operation, remove all buildings, machinery, equipment, materials and fuel drums or other storage containers used in connection with the aerations.

19(14) A Holder may, with the prior written approval of the Administrator, leave on Inuvialuit Lands such buildings, equipment, machinery and materials as the permittee deems may be required for future operations or other operations in the area, but any equipment, machinery or materials so left shall be stored in a manner, at a location and for a duration approved by the Administrator, and apply for the reduction of the Land Occupancy Rent as provided for in subsection 17(14) hereof, Where applicable, the Holder may also make an Application for the reclassification of his Right.

19(15) Subject to any applicable mining legislation on 7(1)(b) Lands, a Holder may without the prior approval of the

Administrator, leave diamond drill cores at a drill site on Inuvialuit Lands.

**EMERGENCIES**

- 19(16) Any person may, in an emergency that threatens life, property or the natural environment, carry out such operations as he deems necessary to cope with the emergency, whether or not the operation is carried out in accordance with these Rules or any Right that he may have and such person shall immediately thereafter send a written report to the Administrator describing the duration, nature and extent of the emergency operation.

**DISPLAY OF RIGHTS**

- 19(17) Every Holder engaged in a work or undertaking authorized by a Right shall display:

- (a) an exact copy of the Right, including the conditions thereof, in a prominent place of the operations: and
- (b) the ILA number assigned to the Right on such articles and equipment, in such a manner and at such places as the Administrator may require.

**STAKING**

- 19(18) A person who desires to obtain a Quarry Concession, Coal Concession or Mineral Concession, shall stake such lands in the following manner;

- (a) the area shall not exceed the maximum area permitted by these Rules and the length of any area shall not exceed twice its width;
- (b) the area shall be rectangular in form except where a boundary of a previously staked tract is adopted as common to both areas;
- (c) the land shall be marked by the applicant with posts firmly fixed in the ground, one at each corner: alternatively, rock cairns may be used in lieu of posts:
- (d) each post shall be at least 25 sq. cm. (4 sq. in.) and when firmly planted shall not be less than 1.25 m. (4 ft.) above the ground;
- (e) each post shall bear markings showing the number of the post, the name of the applicant, the date of the staking and the kind of materials which it is desired to remove:

- (f) when rock cairns are used they shall be well constructed and shall not be less than two feet high and two feet in diameter at the base and a metal container shall be built into the cairn, and a notice bearing the number of the cairn, name of the applicant, the date of the staking and the kind of material which it is desired to remove shall be placed therein;
- (g) in a timbered area the lines between the posts shall be clearly marked: and in treeless areas mounds of earth or rock not less than 6 cm. (2 feet) high and 6 cm. (2 feet) in diameter at the base may be used to mark the lines between the cairns;
- (h) the applicant shall post a written or printed notice on a post or in a cairn setting out his intention to apply for a Quarry Concession within the time prescribed by these Rules; or
- (i) if two or more persons apply for the same area, the person who first staked the area in accordance with these Rules shall be entitled to priority in respect to the issuance of a Quarry Concession.

#### CUTTING OF TREES

- 19(19) Holders shall Only cut trees where there is no reasonable alternative than cutting trees for the creation of seismic lines, Right-of-Ways, or areas necessary for work camps or buildings. Otherwise, Holders shall under no circumstances cut trees unless specifically authorized in writing by the Administrator.

#### AVAILABILITY OF RULES AND PROCEDURES

- 19(20) Where the Holder's operations involve a camp or building on Inuvialuit Lands, and where such camp or building is occupied by more than five persons, the Holder shall ensure that a copy of these Rules is available in the camp or building.

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SECTION TWENTY

LAND RECLAMATION

**OBLIGATION OF A HOLDER**

20(1) The Holder, other than the Holder of a Land Use Licence, shall remove Facilities within or upon any part of the area within a reasonable time following relinquishment or surrender of such part of the area, abandonment of that portion of the operations Area or termination of the Right. The Holder shall complete reclamation operations of the area so relinquished surrendered or abandoned in accordance with the Rules, applicable government regulations and subject to the following:

- (a) the Holder shall not be required to remove facilities which in the Holder's opinion can beneficially service the remaining operations or another operation within or outside the area if the Holder has a valid surface lease to the areas containing the facilities; and
- (b) the Holder shall not be responsible for any removal and/or reclamation operations with respect to facilities owned by the ILC.

**LAND RECLAMATION FUND**

20(2) Any Inuvialuk may propose to the ILAC a program for the use of the Land Reclamation Fund, created pursuant to the By-Laws of the IRC, for the purpose of restoring any lands to their original state: the removal of any debris, sewage, toxic materials or waste left contrary to these Rules where there is no recourse to any Holder, or left prior to these Rules coming into force: or for any other purpose for the improvement of the natural beauty of Inuvialuit Lands.

See Also: Schedule 7 - Land Reclamation Fees

SECTION TWENTY-ONE

DAMAGE CLAIMS

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21(1) PAYMENT OF CLAIM

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SECTION TWENTY-ONE

DAMAGE CLAIMS

PAYMENT OF CLAIM

- 21(1) Where a damage claim by any Inuvialuit individual or organization is accepted but payment by the debtor is not made or is unduly delayed the Security Deposit(s) made by the debtor (as set out in Schedule IX) may be applied by the Chief Regional Councillor to payment of the claim.

See also subsection 7(84) of Rules and Following.

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SECTION TWENTY-TWO

WILDLIFE COMPENSATION, MITIGATION AND RESTORATION

OBLIGATIONS OF RIGHT

- 22(1) (a) Subject to sub-sections 22(2) and 22(8) hereof, any Right shall be deemed to contain by reference the following provisions for Wildlife Compensation and subject again to subsection 22(8), this section twenty-two applies to all 7(I)(a) Inuvialuit Lands.
- 22(1) (b) The Holder of a Right shall have the obligations:
- (i) to prevent damage to wildlife and its habitat and to avoid disruption of Inuvialuit harvesting activities by reason of development; and,
  - (ii) if damage occurs, to restore wildlife and its habitat as far as is practicable to its original state and to compensate Inuvialuit hunters, trappers and fishermen for the loss of their subsistence or commercial harvesting opportunities ,
- 22(1) (c) These Rules stipulate structures, administrative procedures and measures for giving effect to these obligations.

ENVIRONMENTAL IMPACT SCREENING AND REVIEW PROCESS

- 22(2) The developments subject to Environmental Impact Screening and Review hereunder are those described in subsection 22(8) hereof
- 22(3) Each development subject to screening shall be dealt with in accordance with the procedures, principles, criteria and provisions set out in this section twenty-two and in certain sub-sections of section 11 of the Final Agreement, being (11) and (12), substituting the appropriate Hunters and Trappers Committee for the Screening Committee, through (26), and (31).

WILDLIFE COMPENSATION

- 22(4) The objective's of this section are:
- (a) to prevent damage to wildlife and its habitat and to avoid disruption of Inuvialuit harvesting activities by reason of development; and,
  - (b) if damage occurs, to restore wildlife and its habitat as far as is practicable to its original state and to compensate Inuvialuit hunters, trappers

and fishermen for the loss of their subsistence or commercial harvesting opportunities.

**DEFINITIONS AND GENERAL PRINCIPLES**

22(5) In this section,

"actual wildlife harvest loss" means provable loss or diminution of wildlife harvesting or damage to property used in harvesting wildlife, or both;

"development" and "developer" shall have the meanings ascribed to them in the Final Agreement and reference to the "developer" herein is to the Holder of any Right:

"future harvest loss" means provable damage to habitat or disruption of harvestable wildlife having a foreseeable negative impact on future wildlife harvesting.

22(6) The Inuvialuit shall be compensated for actual wildlife harvest loss resulting from development on Inuvialuit Lands.

22(7) The Inuvialuit shall benefit from environmental protection measures designed to reduce future harvest loss resulting from development on Inuvialuit Lands.

**WILDLIFE IMPACT ASSESSMENT**

22(8) Every proposed development of consequence on Inuvialuit 7(1)(a) Lands (as described in sub-sections 9(3) and (4) of the Agreement [herein called "Inuvialuit Lands"], except any development subject to screening and review under section 11 of the Agreement, that is, in the opinion of the IGC, likely to cause a negative environmental impact shall be screened by the Hunters and Trappers Committee most directly affected by the proposed development ("HTC") to determine whether the development could have a significant negative impact on present or future wildlife harvesting. For greater certainty, the developments on Inuvialuit 7(1)(a) Lands subject to screening and review under the Agreement [subsection 13(5)] and not hereunder are those proposed under the outstanding leases or other existing rights for lands then the Subject of outstanding leases or other existing rights but subject to sub-section 7(94) of the Final Agreement where, by agreement, the Inuvialuit take over administration of such existing rights or replace such rights by new superseding rights, the provisions herein become applicable.

22(9)(c) If HTC determines that a proposed development could have a significant negative impact on present or future wildlife harvesting, it shall recommend to

ILAC that the proposal be referred for an Environmental Impact Assessment and Review in the manner provided by sub-sections (10) and (11) hereof, and ILAC shall decide if such a review is warranted.

- 22(9)(b) For greater certainty, should ILAC not refer a proposal for review that has been recommended for such by HTC, the HTC shall have the right within 2 days of the notification of the decision of ILAC or such later time as agreed between the HTC and the Applicant, to refer the matter to assessment and review as provided for herein.
- 22(10) Where a proposed development is subject to an existing Environmental Impact Review that, in the opinion of ILAC (or HTC as the case may be) 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 ILAC (or HTC as the case may be) shall refer the proposal to the body carrying out the Environmental Impact Review. A C
- 22(11) If, in the opinion of ILAC (or HTC as the case may be) an existing review body does not or will not adequately incorporate within its review each element of the process set out in sub-section (10), or if the review body declines to do so, the proposal shall be referred to the Review Board established pursuant to sub-sections 11(18) to (23) of the Final Agreement.
- 22(12) Where, pursuant to sub-section (11), a proposal is referred to the Review Board, it shall, on the basis of the evidence and information before it, recommend to the ILA the authority empowered to approve the proposed development subject to:
- (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.
- 22(13) Every proposed development of consequence on Inuvialuit Lands that could have a significant negative impact on wildlife habitat or on present or future wildlife harvesting will be authorized by ILA only after due scrutiny of and attention to all environmental concerns

and subject to reasonable mitigative and remedial provisions being imposed. However, authorization to proceed shall not be unreasonably withheld.

**FINANCIAL RESPONSIBILITY**

22(14) See section 7(94) of the Rules.

22(15) See section 7(94) of the Rules.

**LIABILITY FOR DAMAGE**

22(16) Where it is established that actual wildlife harvest loss or 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 is 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.

22(17) No recourse pursuant to sub-section 22 (18) hereof may be taken against a developer unless a claim is made under sub-section 22(19) hereof within three years 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**

22(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. 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 as may be obtainable under existing Acts and Regulations or, as a last resort, cash payment in lump sum or by installments or any reasonable combination thereof. The claimant shall be entitled to indicate his preference as to type of compensation in making his claim, but the compensation award shall be subject to sub-sections 22(23) and 22(24) hereof:

- (b) respecting actual wildlife harvest loss, Inuvialuit who harvest renewable resources for subsistence purposes have the right to obtain compensation for damage to or loss of harvesting equipment and for any material reduction in wildlife take or harvest. 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. For greater certainty, the subsistence harvester may claim compensation measured by reference to his prior total take or harvest, notwithstanding that some part or all of it may have been directed to or used by others. 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 as may be obtainable under existing Acts and Regulations or, as a last resort, cash payment in lump sum or by installments, or any reasonable combination thereof. The claimant shall be entitled to indicate his preference as to type of compensation in making his claim, but the compensation award shall be subject to subsections 22(23) and 22(24) hereof.

{c) respecting future harvest losses, any definable Inuvialuit group or community affected, including consumers of renewable resource products, 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, have the right, without prejudice to their normal recourses at law on the basis of the liability for damage established by sub-section (16) to seek recommendations of the Arbitration Board pursuant to section 18 of the Agreement or to proceed before the Wildlife Compensation arbitrators referred to in sub-sections 22 (20) and (21) to demand remedial measures, to the extent reasonably practicable, including cleanup, habitat restoration and reclamation. The obligation of a developer for the taking of mitigative and remedial measures is subject to any limits established by the Inuvialuit authority empowered to approve the proposed development

#### PROCEDURE FOR CLAIMS, MEDIATION AND ARBITRATION

- 22(19) Every claim for actual wildlife harvest loss or future harvest loss alleged to have resulted from development shall be made in writing by the appropriate Inuvialuit claimant by means of a notice given by the claimant to the developer.
- 22(20) During the sixty day period following the giving of notice referred to in sub-section 22(19), the claimant and developer shall attempt to settle the claim and, for that purpose, may, by mutual consent, appoint a mediator. If the claim is not settled within that period, the claimant, without prejudice to his normal recourses at law on the basis of the liability for damage established by subsection 22(16), may forward his allegations in writing to the Wildlife Compensation arbitrators for hearing and decision in accordance with the provisions of subsection 22(21) or to the Arbitration Board for hearing and decision in accordance with Section 18 of the Agreement.
- 22(21) Reference in this subsection to the Parties is to the claimant and the developer as those terms are used in this section. The Wildlife Compensation arbitrators are an ad hoc arbitration panel to be appointed and to act as set out herein. The arbitration proceedings shall be held in Inuvik in the Northwest Territories or any other

location that may be agreed upon by the Parties, and the Arbitration Ordinance of the Northwest Territories (R.O.N.W.T. 1974, C-3), as amended) shall apply to such proceedings. Upon written demand of the claimant and within ten (10) days of such demand each Party shall name an arbitrator (who in the case of the claimant shall be a member of the Inuvialuit Game Council and in the case of the developer shall be a representative of industry) and the two arbitrators so named shall promptly thereafter choose a third, who shall be a representative of the Renewable Resources Department of the Government of the Northwest Territories. If either Party shall fail to name an arbitrator within ten (10) days from such demand, then the second arbitrator shall be appointed by a Judge of the Supreme Court of the Northwest Territories. If the two arbitrators shall fail within ten (10) days from the date the last arbitrator was appointed to agree upon and appoint the third arbitrator, then upon written application by either Party such third arbitrator shall be appointed by a Judge of the Supreme Court of the Northwest Territories. Where any arbitrator is appointed by a Judge, the Judge shall be bound by the same qualifications for membership as set out above.

The decision of the arbitrators, or a majority of them, shall be made within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. If the arbitrators, or a majority of them, fail to make a decision within sixty (60) days after the appointment of the third arbitrator then either Party may elect to have arbitrators chosen in like manner as if none had previously been selected.

The decision of the arbitrators, or a majority of them, shall be drawn up in writing and signed by the arbitrators, or a majority of them, and shall be final and binding upon the Parties hereto as to any question or questions so submitted to arbitration, and the Parties shall be bound by such decision and perform the terms and conditions thereof. The compensation and expenses of the arbitrators shall be paid in accordance with the determination of the arbitrators as approved by the Parties.

22(22) In order to succeed before the Arbitration Board, or the Wildlife Compensation arbitrators, the claimant must prove, on a balance of probabilities:

(a), actual wildlife harvest loss or future harvest loss  
or both; and,

(b) that the actual wildlife harvest loss or future harvest loss or both results from development.

22(23) Where recourse is claimed pursuant to paragraphs (18)(a) or (b), the onus is on the claimant to prove the loss on a balance of probabilities. The Arbitration Board (or the Wildlife Compensation arbitrators as the case may be) shall take into account the priorities expressed by the claimant as to the nature of the compensation desired, but if it rules in favour of the claimant, it must select the most reasonable type of compensation given the nature and extent of the loss.

22(24) In making an award on a claim pursuant to paragraphs (18)(a) or (b), the Arbitration Board (or the Wildlife Compensation arbitrators as the case may be) shall estimate the duration of the impact of the development on wildlife harvesting and determine compensation accordingly. Saving in exceptional circumstances, the award for compensation shall not be made with the intention of providing a guaranteed income in perpetuity and compensation shall be on the basis of a diminishing scale for a limited time. The claimant shall, as far as reasonable in the circumstances, mitigate his damages and should subsequent events, including the effect of any mitigative or remedial measures, materially affect the claim, any party to the original proceedings may cause the hearing to be re-opened in order that the decision may be rescinded or appropriately varied.

22(25) Without prejudice to the recourses set out in paragraph 22(18)(c), where a governmental authority has jurisdiction to enforce mitigative and remedial measures, the Arbitration Board, (or the Wildlife Compensation arbitrators as the case may be) having regard to the terms and conditions established by ILA, may recommend to that governmental authority appropriate remedial measures if it is satisfied that the claimant has proven, on a balance of probabilities, future harvest loss resulting from development. Where the governmental authority does not comply with those recommendations, it shall give the reasons therefor in writing within sixty days after the "making of the recommendations.

#### LEGAL RIGHTS AND RECOURSES

22(26) The Wildlife Compensation provisions and procedures in this section are without prejudice to the legal rights and recourses of the Parties involved but, where the recourses of paragraphs 22(18)(a) or (b) are taken to the Arbitration Board or the wildlife Compensation arbitrators, the decision of the Arbitration Board or the wildlife Compensation arbitrators is final and binding on



the parties to the arbitration, subject Only to the review provisions set out in sub-section 18(31) of the Agreement.

**WILDLIFE COMPENSATION FUND**

- 22(27) The IRC and ILA hereby establish a Fund of monies to be contributed by developers in accordance with the fee structure set out in Schedule VI and subject to the Rules and provisions which follow. The Fund shall be known as the Wildlife Compensation Fund (herein called the "Fund") and shall be administered by the Administrator.
- 22(28) All monies contributed to the Fund shall be deposited by the Administrator in one of the five largest Canadian chartered banks, in such type of account or such form of instrument as to obtain a relatively high rate of interest while maintaining reasonable liquidity.
- 22(29) The amounts to be contributed by developers to the Funs (the Fees set in Schedule VI\_) are payable as consideration for access to Inuvialuit Land under Rights granted by the ILA, including Concessions, Permits, Leases and Grazing Licenses.
- 22(30) The amount deposited in the Fund account shall not exceed the maximum set by this Rule as amended from time to time. The initial maximum is \$200,000. At such time as the amount deposited reaches the maximum, the Fees shall be suspended or adjusted as appropriate in the circumstances. [Any increase in the size of the Fund must be substantiated by providing reasonable justification to the contribution to the Fund].
- 22(31) Amounts may be withdrawn from the Fund by the Administrator for the following purposes:
- (a) to pay damage claims awarded by the Arbitration Board or the Wildlife Compensation arbitrators (on the direction of the Board or the arbitrators) pursuant to paragraphs 22(18)(a) and (b) and subsections (19) through (24) above:
  - (b) to pay amounts awarded by the Wildlife Compensation arbitrators (on the direction of the arbitrators) pursuant to paragraphs 22(18)(a), (b) and (c) and subsections (19) through (25) above:
  - (c) to pay the cost of mitigation and/or remedial action where the developer defaults in his obligations, as set out inter alia in Subsection 22(16) above, on the direction of the Wildlife Compensation arbitrators

(d) to pay the reasonable cost of studies of matters related to Wildlife Compensation.

(e) to pay the costs and expenses, including overhead, of the Arbitration Board and its members, to the extent not otherwise funded by Canada and the costs and expenses of the Wildlife Compensation arbitrators.

22(32) If, in the event an Appeal pursuant to subsection 22(26) hereof resulting from a decision of the Wildlife compensation arbitrators they shall instruct the Administrator to withhold such Compensation award that is the subject of the Appeal until the Appeal is concluded. subject only to those portions of the award that, in the opinion of the arbitrator, would cause undue and unwarranted hardship on an individual or individuals or where failure to act would likely cause further damage and/or give rise to further Compensation claims.

22(33) Where a substantial claim has been paid and the Fund thereby depleted, the responsible developer may be required to pay the amount of the claim into the Fund.

22(34) where a developer holds a Right, at its termination or expiry for reasons other than his own default, his contributions to the Fund shall be refunded in full. less:

(a) his reasonable share of the costs and expenses referred to in paragraph 22(30)(e) above.

(b) any balance of any substantial claim as referred to in sub-section (32) above, not reimbursed to the Fund, and

(c) unless otherwise secured, a reserve for unsettled substantial claims arising from an event preceding such termination or expiry of the Right.

#### INVESTIGATION

22(35) At the direction of the Wildlife Compensation arbitrators the Administrator shall carry out investigative duties relating to any damage claim referred to them.

SECTION TWENTY-THREE	<u>PAYMENT AND ADJUSTMENT OF DUES</u>	Page
23(1)	PAYMENTS	136
23(2)	BASIS OF DETERMINATIONS	136
23(3)	CALCULATION OF DUES	137
23(5)	DUE DATES	137

SECTION TWENTY-THREE

PAYMENT AND ADJUSTMENT OF DUES

PAYMENTS

- 23(1) All payments which are being made in accordance with these Rules or any Right issued under these Rules shall be made to the Treasurer of the IRC.

BASIS OF DETERMINATIONS

- 23(2) Where dues are:

- (a) being determined per day, this shall mean per calendar day or part thereof;
- (b) being determined per month, this shall mean per calendar month or part thereof;
- (c) being determined per kilometer, this shall be determined on the basis of the actual length of the Right-of-Way, at the first day of the period for which the fee is being determined, rounded upward to the nearest full kilometer;
- (d) being determined per square kilometer, this shall be determined on the basis of the actual size of the area under consideration, at the first day of the period for which the fee is being determined, rounded upward to the nearest full square kilometer;
- (e) being determined per hectare or per hundredth of a hectare, this shall be determined on the basis of the actual size of the area under consideration, at the first day of the period for which the fee is being determined, rounded upward to the nearest full hectare or hundredth of a hectare as the case may be;
- (f) being determined per cubic yards, this shall be determined in accordance with these Rules, rounded upward to the nearest full cubic yard;
- (g) being determined per year, this shall mean per twelve month period: end,
- (h) being determined by cm-km, this shall be based on the outer diameter of a pipeline and the length of the Right of Way, both rounded upward to the nearest full cm, and full kilometer, and subsequently the required amount shall be multiplied by the centimeters and by the kilometers so obtained.

**CALCULATION OF DUES**

- 23(3) Dues shall be charged by the Administrator as established in the applicable Schedules or in the Right, provided however, that these dues shall be annually adjusted on the first day of July in the following manner:

$$D_n = b/a * D_a$$

in which:

"D<sub>n</sub>" represents the due from the first day of July for the calendar year under consideration until the first of July for the next calendar year:

"a" represents the Gross National Expenditure of Canada in current dollars for the year 1982;

"b" represents the Gross National Expenditure of Canada in current dollars for the calendar year previous to the first day of July for the Calendar year under consideration, and "00" represents the due as identified in the Schedule to these Rules or in the Right.

The method of calculation is established in Schedule XV hereof .

- 23(4) Any monetary amount mentioned in these Rules shall be adjusted in accordance with subsection 23(3) hereof.

**DUE DATE**

- 23(5) Where any payment is made later than the Due Date of such payment, the Holder shall pay interest on a monthly basis at the rate of prime plus two percent.

- 23(6) The Due Date shall mean:

(a) for any Application Fees, Access Administration Fees, Land Reclamation Fees, Wildlife Compensation Fees, Special Administration Fees, Campsite Fees, any Land Rent, or for Royalties for a Quarry Licence:

(i) for the first year of any Right, the date of Application for such Right;

(ii) for any subsequent year of any Right, each Anniversary Date.

(b) for any Royalties payable under a Quarry Concession

or a Concession, the dates specified in the Concession:

- (c) for any Inspection Fee or Enforcement Fee, one month after the Holder has been billed by the Administrator for these Fees.

23(7)

The Administrator shall on the first day of July of each year publish the updated schedules applying the procedure established in subsection 23(3) hereof. based on the information then available regarding the GNE of the previous year.

<b>SECTION TWENTY-FOUR</b>		<b>INUVIALUIT BUSINESS</b>	<b>Page</b>
<b>24(1)</b>	<b>RIGHTS OF INUVIALUIT BUSINESSES</b>		<b>140</b>
<b>24(3)</b>	<b>AGREEMENTS/CONTRACTS</b>		<b>140</b>

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SECTION TWENTY-FOUR

INUVIALUIT BUSINESS

**RIGHTS OF INUVIALUIT BUSINESSES**

24(1) Every Inuvialuit Business has the rights established in the Agreement, particularly paragraph 10(3)(C) of the Agreement.

24(2) Every Inuvialuit Business has the right to negotiate directly with potential developers of Inuvialuit lands or with holders of valid Rights/interests issued by Canada, prior, to the conclusion of any Participation Agreement or the issuance of any Right.

**AGREEMENTS/CONTRACTS**

24(3) The successful conclusion of any service or supply contract or agreement entered into by any Inuvialuit business shall be reported by such business or the Party or Applicant to the Administrator.

24(4) In evaluating the Application or the Proposal for a Participation Agreement, the Administrator and/or the ILAC shall evaluate favorably, those contracts which have the following characteristics:

(a) a high degree of Inuvialuit ownership in the Inuvialuit businesses,

(b) participation by other native corporations or individuals, where such other corporations provide the Inuvialuit with opportunities outside the Western Arctic Region, strengthening native commercial corporations, or where such corporations contribute capital or management expertise.

(c) a high degree of Inuvialuit employment, and

(d) a significant management role for Inuvialuit.

24(5) in making the evaluation pursuant to subsection 24(4) above, the Administrator and/or the ILAC shall consider unfavorably any service or supply contracts obtained by Inuvialuit where the Inuvialuit Business merely acts as agent, or intermediary, or where the Inuvialuit business participates on the basis of a small minority interest in exchange for political support of the project or representational activities.

24(6) The Administrator or any official of the ILA shall be prohibited from promoting any particular Inuvialuit



**Business.** The selection of any particular Inuvialuit Business for service and supply contracts in order to comply with the provisions of paragraph 10(3)(C) of the Agreement shall be the sole responsibility of the Applicant, developer, Party or Holder.

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See also Subsections 16(7) to 16(4) of Agreement, "Economic Measures",

SECTION TWENTY-FIVE

ARBITRATION

Page

25(1) RIGHTS/AGREEMENTS

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SECTION TWENTY-FIVE

ARBITRATION

**RIGHTS/AGREEMENTS**

25(1) Any Right, Cooperation Agreement, Participation Agreement or Access Agreement may include provisions with regard to Arbitration .

**NOTE:** See also Section 18 of Agreement - Arbitration, .

- 14. Equipment, vehicles, and facilities to be used (Type, No., Size, Purpose, and Weight)
- 15. Fuels to be used (Type, No. of containers, Capacity etc).
- 16. Method of emptying and filling fuel containers:
- 17. In case of application for a Quarry License, volume of surface materials to be removed in cubic yards: \_\_\_\_\_
- 18. Please attach FUEL/OIL SPILL CONTINGENCY PLAN.
- 19. Radio Equipment to be utilized with identification #.
- 20. Emergency First Aid Facilities.
- 21. Potable Water Requirements.
- 22. Please attach an original (NTS) map of location on 1:50,000 scale.
- 23. Where the applicant applies for a Right pursuant to Subsection 7(18) of the Agreement, attach copy of right or interest granted by Canada on the basis of which the Application is being made.
- 24. Fee calculations (please attach)

\_\_\_\_\_  
Signature of Co. Representative      Print Company Name

\_\_\_\_\_  
Print Name of Representative      Date  
or Individual Signing and  
Title

\_\_\_\_\_  
Inuvialuit Land Administrator  
Location: \_\_\_\_\_  
issuing ILA Office:  
Inuvialuit Land Administration  
P.O. Box 290  
Tuktoyaktuk N.W.T., XOE ICO  
1-(403)977-2202 or 977-2466  
Telex: 03,4-44517  
Telecopier: (403) 977-2467

Note: All Rights applied for will be subject to the laws of General Application.

ILA Application # \_\_\_\_\_

**SCHEDULE I-A  
INUVIALUIT LAND ADMINISTRATION  
APPLICATION FORM  
FOR RIGHTS OTHER THAN  
LAND USE LICENCE**

**OFFICE USE ONLY**

LOCATION NAME/LOCAL NAME: \_\_\_\_\_

Location of facilities: (Campsites, wellsites, etc.)

coordinates \_\_\_\_\_ N: \_\_\_\_\_ W  
UTM \_\_\_\_\_ N: \_\_\_\_\_ E

\_\_\_\_\_  
To be filled by Applicant: if a heading does not apply to your application, please indicate N/A.

NOTE: If insufficient space, attach a sheet

1. Name, mailing address and Head Office of Applicant:
2. Responsible officer or manager of Applicant:  
Telephone/Telex or Phonefax:
3. Type of Right(s) applied for: Please note if a Right-of-Way forms part of the general activity applied for, please make separate application for the Right-of-Way.
4. Type of operations to be carried out:
5. Planned duration of activities and Schedule of Operation (please attach)  
from:  
to:
6. Total No. of Personnel/Manpower requirements:
7. Total Na. of Inuvialuit employed:
9. Names, addresses and functions of Inuvialuit contractors and sub-contractors:
9. Names, addresses and functions of non-Inuvialuit contractors and sub-contractors:
10. Concluded or proposed Participation Agreement or Access Agreement. (please attach)
11. Planned surface requirements for Land Use/Land Occupancy in hectares (ha):  
Attach preliminary plan showing area and location.
12. Planned length of Right-of-Way in kilometers (km):
13. Waste disposal/Drilling fluid disposal arrangements:

SCHEDULE I-B  
INUVIALUIT LAND ADMINISTRATION  
LAND USE PERMIT (Model)

\_\_\_\_\_  
Type of Right

\_\_\_\_\_  
ILA Permit Number:

Subject to the Inuvialuit Land Administration Rules and Procedures the terms and conditions attached to this permit, authority is hereby granted to:

\_\_\_\_\_  
Permittee

To proceed with the land use operation described in the application of:

\_\_\_\_\_  
Date: Signed by - Signature

\_\_\_\_\_  
Type of Land Use Operation: Location:

This permit may be assigned, extended, discontinued, suspended or cancelled pursuant to the Inuvialuit Land Administration Rules and Procedures.

Dated at: \_\_\_\_\_ ILA Administrator

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Commencement date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

- Attachments: 1. General Terms and Conditions  
2. Variable or specific Terms and Conditions  
3. Land Use Application

NOTE

It is a condition of this permit that the permittee comply with the conditions of the Inuvialuit Land Administration Rules and Procedures and the Inuvialuit Final Agreement and Amendments of the Final Agreement.

Inuvialuit Land Administration  
P.O. Box 290  
Tuktoyaktuk, N.W.T., XOE 1C0  
Telephone: (403) 977-2202 or 977-2466  
Telex: 034-44517  
Telecopier: (403) 977-2467

SCHEDULE I-C

INUVIALUIT LAND ADMINISTRATION

NOTIFICATION FOR CASUAL ACCESS BY GOVERNMENT EMPLOYEES AND THEIR AGENTS

- 1. The name of the responsible agency seeking access \_\_\_\_\_  
 Name and address of responsible officer \_\_\_\_\_  
 \_\_\_\_\_ Phone No. \_\_\_\_\_
- 2. No. of people seeking access \_\_\_\_\_ and their names \_\_\_\_\_  
 \_\_\_\_\_ (attach additional sheet if necessary)
- 3. The area where access is required \_\_\_\_\_  
 \_\_\_\_\_
- 4. The purpose for which access is required \_\_\_\_\_  
 \_\_\_\_\_
- 5. The time and duration of proposed activities \_\_\_\_\_ to \_\_\_\_\_
- 6. Mode of access \_\_\_\_\_
- 7. Equipment to be utilized \_\_\_\_\_  
 \_\_\_\_\_
- 8. Type of fuel to be utilized \_\_\_\_\_ Amount of fuel \_\_\_\_\_  
 Type of fuel containers \_\_\_\_\_
- 9. Methods of waste disposal: Garbage \_\_\_\_\_  
 \_\_\_\_\_

Access is subject to the Inuvialuit Land Administration Rules and Procedures

Signature of Responsible officer (applicant) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Received and accepted by Inuvialuit Land Administration

\_\_\_\_\_  
Signature on behalf of the Inuvialuit Land Administration

Title: \_\_\_\_\_ Date: \_\_\_\_\_

This signed form constitutes authorization for access to Inuvialuit Lands subject to any specific terms (attached)

SCHEDULE II-B

JULY 1, 1985 - JUNE 30, 1986 VALUES OF APPLICATION FEES  
FOR THE INITIAL APPLICATION, RENEWAL OR ASSIGNMENT OF A RIGHT

Land Use Licence	s	12
Land Use Licence for 7(I)(b) Fishing	\$	0
Land Use Permit Class A	\$	2 3 6 0
Land Use Permit Class B	S	236
Land Use Permit Class C	s	59
Grazing Permit	S	2360
Residential Lease	S	12 (Inuvialuit)
	S	236 (non-Inuvialuit)
Commercial Lease Class 1	\$	2360
Commercial Lease Class 2	S	1180
Commercial Lease Class 3	s	590
Well-Site Lease:		
for drilling a well		see land use Permit Class A
for completed well		S 590 (renewal or assignment)
Public Lease	S	118
Quarry Licence	s	12
Quarry Concession	s	1180
Reconnaissance Permit	S	1180
Concession, Coal	S	1180
Concession, Minerals	S	4720 plus S 4.72 per sq km
Concession, Petroleum	S	9440 Plus S 9.44 per sq km
Public Right-of-Way	s	118
Temporary Right-of-Way	S	472 plus S 47.20 per km
Permanent Right-of-Way	S	344 plus S 94.40 per km



<b>Permanent Right of Way for a pipeline</b>	<b>s</b>	<b>1200 plus S 15 per cm-km</b>
<b>Other Permanent Right of Way</b>	<b>s</b>	<b>1200 plus S 600 per km</b>

Permanent Right of Way for a pipeline	\$ 1416 plus \$ 18 per cm-km
Other Permanent Right of Way	\$ 1416 plus \$708 per km

SCHEDULE V-A

LAND RECLAMATION FEES  
1982 VALUE

.. \$0.30 per cubic yard of sand and gravel or other surface materials.

---

SCHEDULE V-B

LAND RECLAMATION FEES  
JULY 1/85 TO JUNE 30/86 VALUE

\$0.354 per cubic yard of sand and gravel or other surface materials.

NOTE: SEE ALSO SECTION SEVEN - PROCEDURES  
SEE ALSO SECTION TWENTY - LAND RECLAMATION

SCHEDULE VII-A

SPECIAL ADMINISTRATION FEES

1982 VALUE

.. \$0.30 per cubic yard to sand and gravel or other surface materials.

---

SCHEDULE VII-B

SPECIAL ADMINISTRATION FEES  
JULY 1/85 TO JUNE 30/86 VALUE

.. \$0.354 per cubic yard of sand and gravel or other surface materials.

**SCHEDULE IX  
SECURITY DEPOSITS**

Land Use Licence:	s	0
Land Use Permit Class A:	\$	150,000
Land Use Permit Class 9:	\$	50,000
Land Use Permit Class C:	s	5,000
reconnaissance Permit	s	150,000
Concession , Coal or Minerals	to be stipulated in Concession	
Concession, Petroleum	to be stipulated in Concession	
Commercial Lease 1	s	100,000
Commercial Lease 2	s	5,000
Commercial Lease 3	\$	1.000
Right of Way	to be stipulated in Right of Way	
General Security Deposit	s	200,000

SCHEDULE XI-ALAND OCCUPANCY RENTS FOR UNDEVELOPED LANDS (PER YEAR)

## 1982 VALUES

Land Use Permit Class A: for a Well	see Well Site Lease
for other	S 3000 plus S 600 per ha
Land Use Permit Class B:	S 600 plus \$ 600 per ha
Land Use Permit Class C:	\$ 150 plus S 300 per ha
Residential Lease	S 0 (Inuvialuit) S 1200 (non-Inuvialuit)
Commercial Lease Class 1	S 4000 for first 0.20 ha, plus S 2000 for 0.21 - 0.40 ha, plus S 1000 for 0.41 - 1.00 ha, plus S 3000 for each additional ha
Commercial Lease Class 2	S 1200 for first 0.20 ha, plus S 600 for 0.21 - 0.40 ha, plus S 300 for 0.41 - 1.00 ha, plus S 100 for each additional ha
Commercial Lease Class 3	S 600
Well-Site Lease:	
for drilling a well	S 1800
for completed well	S 1800
Public Lease	S 1000 plus S 100 per ha
Public Right of Way	S 1000 plus S 100 per km
Permanent Right of Way for a pipeline	S 9600 plus S 2400 per km

SCHEDULE XII-ALAND USE RENT FOR UNDEVELOPED LANDS (PER YEAR)

## 1982 VALUES

Land Use Licence	\$	0
Land Use Permit Class A:		
for a Well	\$	0
for seismic	\$	10 per line-km
for other	\$	400 for 0.4 sq km, plus
	\$	400 for 0.4 - 1.00 sq km, plus
	\$	2 for each additional sq km
for quarry permits	\$	0
Land Use Permit Class B:	\$	200 for 0.4 sq km, plus
	\$	200 for 0.4 - 1.00 sq km, plus
	s	1 for each additional sq km
Land Use Permit Class C:	\$	200
Grazing Permit	\$	1 per head
Quarry Licence	s	0
Temporary Right-of-Way	s	200 per km

SCHEDULE XIII-A

INUVIALUIT LAND ADMINISTRATION

LAND USE LICENCE

APPLICATION FORM

FOR OFFICIAL USE: LOCATION/LOCAL NAME: \_\_\_\_\_

- 1. ILA Application No:
- 2. Issuing ILA office: Inuvialuit Land Administration  
Location: \_\_\_\_\_

TO BE FILLED OUT BY APPLICANT: Where headings do not apply please indicate with "N/A".

- 3. Name of Applicant:
- 4. Address of Applicant:
- 5. If Application for scientific work
  - (i) Address of Sponsoring Agency:
  - (ii) Responsible officer or manager:
  - (iii) Names of individuals to be included in the Licence
- 6. Activity to be carried out: Please specify Purpose and description
- 7. Planned duration of activities:
  - from:
  - to:
- 8. Planned surface requirements for land to be used
  - (a) Location and facilities: (campsite, fuel caches. etc.)
    - coordinates \_\_\_\_\_ N: \_\_\_\_\_ W.
    - UTM \_\_\_\_\_ N; \_\_\_\_\_ E.
  - (b) Estimate size in ha.
  - (c) Other (description of locations to be used for research activity,



ATTACHMENTS: Please list.

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Signature of Applicant

---

Print Name of Representative or  
Individual Signing

---

Date

Inuvialuit Land Administration  
P.O. Box 290  
Tuktoyaktuk, N.W.T.  
xOE ICO  
Canada  
1-403-977-2202 or 977-2466  
Telex: 034-44517  
Telecopier: 403-977-2467

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Inuvialuit Land Administrator

**TERMS AND CONDITIONS**

- 14(1) The Licensee shall carry out the operation solely at his own risk and shall have no right of action "against the Inuvialuit for alleged loss or damage therefrom.
- 14(2) The Licensee shall comply with the provisions or the "Inuvialuit Land Administration Rules and Procedures" as the same may be amended from time to time and with the Western Arctic (Inuvialuit) Settlement Act, the Inuvialuit Final Agreement and the laws of General Application.
- 14(3) The Licensee shall provide the Administrator with the information that may be required in accordance with the Rules.
- 14(4) The Licensee shall compensate the Inuvialuit for any damage to Inuvialuit Lands or for any diminution of the value of the Inuvialuit interest in such lands. in accordance with the Rules.
- 14(5) The Licensee shall compensate Inuvialuit or any affected third persons for any damage or accidents as a result of the occupancy or operations carried out during the terms of the Licence.
- 14(6) The Licensee shall provide the following employment opportunities for Inuvialuit:
- 14(7) The Licensee shall provide the following Inuvialuit Business opportunities:

The provision of subsections 14(6) and/or 14(7) are considered waived where the Assistant Administrator has signed below:

for 14(6): , . . . . . for 14(7) . . . . .

- 14(8) This Licence cannot be renewed or assigned.
- 14(9) The Licensee shall permit the ILA to inspect any aspect of the operations under this Licence and the Licensee shall pay such inspection fees as stipulated in the Rules.
- 14(10) Furthermore the Licence shall be subject to the following conditions:

SCHEDULE XIV

INUVIALUIT LAND ADMINISTRATION  
QUARRY LICENCE  
 (Model)

1. Quarry Licence #: ILA \_\_\_\_\_
2. Issuing ILA Office: \_\_\_\_\_

---

3. Licensee: \_\_\_\_\_
4. Address of Licensee: \_\_\_\_\_
  
5. Responsible officer or manager: \_\_\_\_\_
6. Commencement date of the License: \_\_\_\_\_
7. Completion date of the License: \_\_\_\_\_
- a. Type of Surface Material to be quarried: \_\_\_\_\_
8. Maximum volume that can be removed: \_\_\_\_\_
9. Location of pit or area where surface materials can be removed from:  
 Coordinates: \_\_\_\_\_
10. Fees Paid:
  - Initial Application Fee:

Land Use Permit Class A	s _____	
Quarry Licence	s _____	
Temporary Right-of-Way -	s _____	
plus \$47.20/km x _____ km.	s _____	\$ _____
		Subtotal
  - Access Fee/Year:

Land Use Permit Class A for		
Quarry Licence	s _____	
Quarry Licence	s _____	
Temporary Right-of-Way -		
\$118.00/km x _____ km.	s _____	\$ _____
		Subtotal
  - Land Occupancy Rent/Year:

Land Use Permit Class A for		
Quarry Licence	s _____	
plus \$708.00/ha x _____ ha	s _____	
Quarry Licence -	s _____	
Temporary Right-of-way -		
\$236.00/km x _____ km.	s _____	\$ _____
		Subtotal

SCHEDULE XVB/A MULTIPLIER

CALCULATED JULY 1/85 TO JUNE 30/86

<u>YEAR</u>	<u>CANADA'S GNE</u> <u>(MM s)</u>	<u>B/A MULTIPLIER</u>
1982	356,600	-----
1983	388,686	-----
1984	420,870.	1,175
1985		1.180

See also: Section Twenty-three - Payment and Adjustment of Dues

NOTE: GNE determined from column 040252 of table 52 from the Bank of Canada review.

01/04,86

SCHEDULE XVI

PRESCRIBED FORM FOR

INUVIALUIT PETROLEUM CONCESSION

PREAMBLE

WHEREAS . . . . .

NOW THEREFORE this Concession is granted by the Inuvialuit Regional Corporation under the following terms and conditions:

Article 1. DEFINITIONS

1.1 The words and expressions" used in this Concession as defined terms shall have the meanings given to them in subsection 2(1) of the Rules or in the Agreement.

1.2 In this Concession:

"Partner" means any person or corporate entity holding a working interest in this Concession.

"Significant Discovery" is the discovery of a well capable of producing, on a regular basis, in excess of 100 barrels per day for a period of at least one month.

Article 2. TERM AND RENEWAL

2.1 The term of this Concession shall be thirty years from the effective date, unless the Concession is terminated earlier in accordance with its conditions,

2.2 Where upon the termination of this Concession or the termination of any renewal thereof, the concessionaire is producing petroleum in commercial quantities, the Concession may be renewed for a period of ten years on the basis of terms and conditions negotiated prior to such termination. The financial provisions to be negotiated shall be equivalent to provisions prevailing on Crown and Inuvialuit Lands in the Inuvialuit Settlement Region at the time of renewal.

Article 3. AREA AND RELINQUISHMENTS

3.1 The Initial Concession Area shall be On.....7(1)(a) lands described in Schedule . to this Concession.

Article 5. CONDUCT OF OPERATIONS

- 5.1 The Concessionaire shall be bound by the Rules applicable from time to time.
- 5.2, The Concessionaire shall comply with the applicable laws of Canada.
- 5.3 The Concessionaire shall maintain an office in an Inuvialuit community:
- (a) where a copy of all financial records and operating records related to the Operating Agreement and this Concession shall be kept for inspection by the Administrator; and
  - (b) where an official, representing the Operator, shall be available during office hours for contact by the Administrator, other Inuvialuit officials or the general public.
- 5.4 Within six month from the effective date of this Concession the Concessionaire shall submit to the Administrator a signed copy of the Operating Agreement, Such Operating Agreement shall be in accordance with standard practices in the petroleum industry and shall be non discriminatory relative to IPC with the exception of the provision stipulated in Article 23 hereof.

Article 6. WORKING OBLIGATIONS

- 6.1 Prior to the termination of the fourth concession year the Concessionaire shall drill one exploration well to a depth in excess of . . . . meters or to geological basement whichever occurs first.
- 6.2 Prior to the termination of the eighth concession year the Concessionaire shall drill another exploration well to a depth in excess of . . . . meters or to geological basement whichever occurs first. This obligation shall not apply where the Concessionaire has relinquished the entire Concession Area prior to the termination of the fourth concession year.
- 6.3 Where because of technical or other reasons a well does not reach the depth of . . . . meters or has not been drilled to this depth prior to the time periods established in paragraphs 6.1, or 6.2, the Concessionaire shall pay the unspent amount, which shall be deemed to be \$ 2000 for every meter not drilled.
- 6.4 The Concessionaire shall deliver within a ne month of the effective date of this Concession a bank guarantee of \$50 million to guarantee his obligations in accordance with paragraph 6.4 hereof. T h i s guarantee shall be

- 9.2 The international price shall be:
- (a) the international price generally applicable in Edmonton for petroleum of similar quality and delivery conditions, less reasonable transport costs from the measuring point to Edmonton, where the petroleum is transported to or through Alberta, or
  - (b) the international price generally applicable in another location, less reasonable transport costs from the measuring point to such location, where the petroleum is transported to a location outside the Northwest Territories but not to or through Alberta, or

Article 10. LOCAL USE OF NATURAL GAS, PROPANE/BUTANE, AND CONDENSATES

- 10.1 Where the Concessionaire is producing marketable gas, propane/butane, or condensates in commercial quantities, or has associated natural gas available in excess of the quantities required for field operations or reinfection, he shall deliver to the IRC, at the request of the IPC, after a period of notification of at least 6 months, marketable natural gas propane/butane, or condensates for local use in the Inuvialuit Settlement Region and Inuvik at the prices established in Article 9. The delivery of such marketable natural gas, propane/butane or condensates shall take place at the field facilities, or at an other location agreed to by the Concessionaire and the IPC.
- 10.2- Where the Concessionaire intends to flare or vent any volumes of natural gas, the IPC shall have the right to obtain such gas at the field facilities at no cost to the IPC.
- 10.3 Any of the Partners agree that the marketing of natural gas, propane/butane, or condensates from the Concession Area for local use in the Inuvialuit Settlement Region and Inuvik shall be an activity reserved for the IPC.
- 10.4 The Concessionaire and any of the partners agree not to engage in any natural gas, propane/butane, or condensate marketing operations in the Inuvialuit Settlement Region and Inuvik without offering a working interest in the project of up to 49% of the Partner's share in such venture to the IPC. The percentage to be elected by the IPC.

Article 14. RENTALS

- 14.1 On the effective date of this Concession and the first day of the second, third and fourth Concession year the Concessionaire shall pay a rental of \$ . . . . . “
- 14.2 On the first day of the fifth, sixth, seventh and eighth concession year the Concessionaire shall pay a rental equal to \$.....
- 14.3 On the first day of the ninth and any subsequent concession year the Concessionaire shall pay a rental of \$ .....
- 14.4 The amounts of the rentals shall be adjusted on the effective date of this Concession and each subsequent year with the b/a factor in accordance with the Rules,

Article 15. ROYALTIES

- 15.1 The royalty on petroleum during the first fifteen concession years shall be 5% and during the remaining fifteen concession years shall be . . . . . \$.
- 15.2 There shall be a Progressive Additional Royalty (PAR) calculated in the same manner as the Progressive Incremental Royalty in the Canada Oil and Gas Act (as in effect in 1984) with the following modifications:
  - (a) the PAR shall be calculated on a before tax basis, in other words the calculation shall be made not applying the allowance specified in paragraph 41(5)(c) of this Act.
  - (b) the rate of return, above which the PAR becomes applicable shall be 40% instead of 25% as specified in paragraph 41(5)(d) of the this Act.
  - (c) the PAR shall be calculated on the basis of the total expenditures in the Concession Area, including any exploration costs, from the effective date of the Concession.
  - (d) the depreciation of capital shall be 5% rather than 10%, in other words subparagraph 41(5)(d)(i) of this Act shall be applied using 95% rather than 90% of the eligible investment.

Article 16, EMPLOYMENT AND TRAINING

- 16.1 The Concessionaire hereby agrees to take the following measures regarding employment and training programs:
  - (a) . . . . . , etc,



Article 22. FORCE MAJEURE

22.1 Failure on the part of the Concessionaire to comply with any of the terms and conditions hereof (except the obligation to pay bonuses, rentals and royalties) shall not be grounds for termination of this Concession in accordance with Article 19 insofar as such failure arises from Force Majeure.

22.2 The Concessionaire shall notify the Administrator forthwith of an event of Force Majeure affecting its ability to comply with the terms and conditions of this Concession.

Article 23. INDEMNITY

23.1 Each of the Partners to the Concession, except the IPC, shall at all times, jointly and severally, indemnify and save harmless the IRC from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whatsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, or attributable to, anything done or omitted to be done by the Concessionaire or its Operator, its contractors, servants or agents, in the fulfillment of agreements made herein or in the exercise of the rights or obligations contained herein.

Article 24. ARBITRATION

## 111. QUICK METRIC CONVERSION TABLES

## Length and Distance

From:	To:	Multiply by:
miles	kilometres	1.6093
kilometres	miles	0.6214
feet	metres	0.3048
metres	feet	3.2808
kilometres	feet	3 280.840
metres	inches	39.37
inches	centimetres	2.54
nautical miles	feet	6 080.27
yard	metre	0.9144

## Area

from:	To:	Multiply by:
square miles	Sq. kilometres	2.5900
square feet	Sq. metres	0.0929
acres	Sq. feet	43 560
square miles	acres	640
square kilometres	Sq. miles	0.3861
hectares	acres	2.4710
acres	hectares	0.4047

## Area

1 m<sup>2</sup> = 10.7639 square feet  
 1 m<sup>2</sup> = 1.1960 square yards  
 1 square yard = 0.836 127 m<sup>2</sup>  
                   = 258.998 ha

## Volume

1 m<sup>3</sup> = 35.3147 cubic feet  
           = 1.307 95 cubic yards  
 1 cubic foot = 0.028 317 m<sup>3</sup>  
 1 cubic yard = 0.764 555 m<sup>3</sup>

1 litre = 0.219 97 gallon  
 1 gallon = 4.546 09 litres

SCHEDULE XVIII-A

## INUVIALUIT LAND ADMINISTRATION

GRAVEL ROYALTY/FEE CALCULATION

Gravel Royalties - July 1, 1985 - June 30, 1986  
(with b/a Factor applied)

Section 7(32) Inuvialuit Final Agreement \$.885/cubic yard

Schedule V - Inuvialuit Land Administration Rules & Procedures  
Land Reclamation Fees/\$.354/cubic yard

Schedule VII - Inuvialuit Land Administration Rules & Procedures  
Special Administration Fees/\$.354/cubic yards

Total Fee Calculation	.885
	.354
	<u>.354</u>
	1.593

Total Cost per cubic yard = \$1.59/cubic yard

SCHEDULE XVIII-8

Gravel Royalties - 1982 Values

Section 7(32) Inuvialuit Final Agreement \$0.75/cubic yard

Schedule V - Inuvialuit Land Administration Rules & Procedures  
Land Reclamation Fees/\$0.30/cubic yard

Schedule VII - Inuvialuit Land Administration Rules & Procedures  
Special Administration Fees/\$0.30/cubic yard

Total Fee Calculation	0.75
	0.30
	<u>0.30</u>
	1.35