

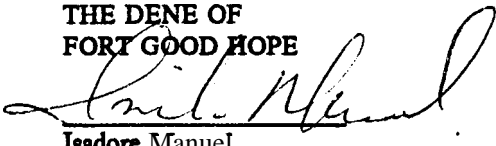


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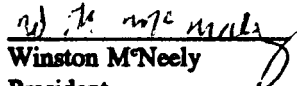
***Sahtu Dene And Metis Comprehensive Land
Claim Agreement - Volume I Land Claims
Information, Dene/metis
Date of Report: 1993
Catalogue Number: 10-3-3***

FOR THE SAHTU DENE AND METIS

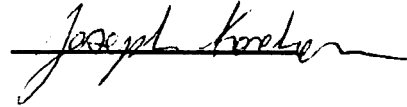
THE DENE OF
FORT GOOD HOPE


Isadore Manuel
Chief

THE METIS OF
FORT GOOD HOPE


Winston M'Neely
President

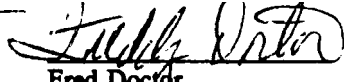
THE DENE OF
COLVILLE LAKE


Joseph Kroder

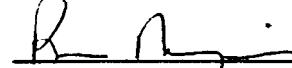
THE DENE OF
DÉLINE


Raymond Taniton
chief


THE DENE OF
FORT NORM&


Fred Doctor
Chief

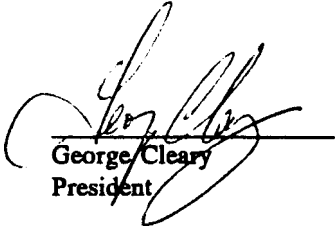
THE METIS OF
FORT NORMAN

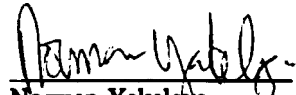

Rocky Norwegian
President

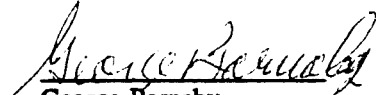
THE METIS OF
NORMAN WELLS


Roy Doolittle
President

FOR THE SAHTU TRIBAL COUNCIL



George Cleary
President

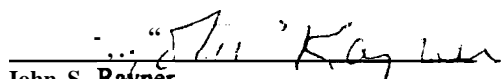

Norman Yakeleya
Chief Negotiator


George Barnaby
Vice President


FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE GOVERNMENT OF CANADA


The Honourable Pauline Browes
Minister, Indian Affairs and Northern Development


John S. Rayner
Assistant Deputy Minister, Northern Affairs Program

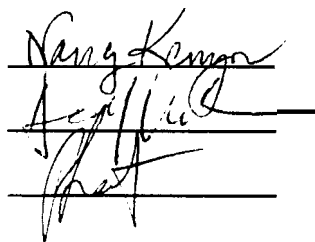
THE GOVERNMENT OF THE
NORTHWEST TERRITORIES

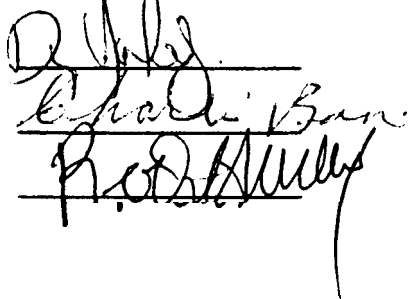

The Honourable Nellie Cournoyea
Premier

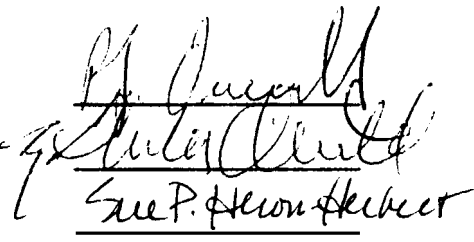

The Honourable Stephen Kakfwi
Minister, Intergovernmental and Aboriginal Affairs

SIGNED IN FORT NORMAN, NORTHWEST TERRITORIES, ON SEPTEMBER 6, 1993.

WITNESSES


Nancy Kemper
Sally
Beth


Rod Doolittle
Rod Doolittle


P. Quinlan
Sue P. Heon Hebert

KIRALORD

J. J. J. *Faette Clamond*
Jud Clamond
WITNESSES *Walter McDonald*

Ruby McDonald

May Marmey

A. J. Kelly

B. Belie

R. Cadri

A. J. Kern

D. M.

The Cleary Family

Timmy Cleary

Judy Saffery

Michael Lobert

Aurora McNeely

Sianna McNeely

P. Kolb

Frank

Nancy Yankley

Elizabeth Yankley

Alfred Henry

Suzanne

Levile Raymond

Christine McDonald

Jina Tuttle

Elsie Dillon

Janet

Robertson

Phoebe Gaudet

Wileen

Sheryl

Christine

Clary

Elaine Docto

Laura Linn

Betty

Phoebe McNeely

Mare Newman

Raei Norwigan Fred Perry

Ann Yankley

Dorothy

Cecilia Yankley

Susan Lobb

Ed Yankley Fred Block

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PREAMBLE

- WHEREAS the **Slavey**, Hare and Mountain **Dene** of the **Sahtu** region have traditionally uaed and occupied lands **in** the Northwest Territories from time immemorial;
- WHEREAS Treaty 11 was signed at Fort Norman on the 15th day of July, 1921, and at Fort Good Hope on the 21st day of July, 1921, with chiefs and headmen representing the **Dene** of the **Sahtu** region;
- WHEREAS in the period following the signing of Treaty 11, cash grants were issued to the **Metis** of the **Sahtu** region;
- WHEREAS *the Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;
- WHEREAS the **Dene** and **Metis** of the **Sahtu** region and Canada have unresolved differences with respect to the interpretation of aboriginal and treaty rights;
- WHEREAS the **Dene** and **Metis** of the **Sahtu** region and Canada have negotiated in order to define and give effect to certain rights of the **Dene** and **Metis** of the **Sahtu** region as set out in this agreement, which is a modem treaty; and
- WHEREAS the **Dene** and **Metis** of the **Sahtu** region in a vote held between July 5-8, 1993, ratified the agreement;
- WHEREAS Canada has approved this agreement by Order-in-Council **P.C.** 1993-1759, dated August 27, 1993;
- AND WHEREAS representatives of the **Dene** and **Metis** of the **Sahtu** region and Canada are authorized **to** sign this treaty which, when given effect by Parliament in settlement legislation, will be recognized as a land claim agreement under the *Constitution Act, 1982*;

NOW THEREFORE IT IS AGREED:

1 **OBJECTIVES**

1.1.1 **The Sahtu Dene and Metis** and Canada have negotiated this agreement in order to meet these objectives

- (a) to provide for certainty and clarity of rights to ownership and use of land and **resources**;
 - (b) to provide the specific rights and benefits in this agreement in exchange for the relinquishment by the **Sahtu Dene and Metis** of certain rights claimed in any part of Canada by treaty *or* otherwise;
 - (c) to recognize and encourage the way of life of the **Sahtu Dene and Metis** which is based on the cultural and economic relationship between them and the land;
 - (d) to *encourage the* self-sufficiency of the **Sahtu Dene and Metis** and to enhance their ability to participate fully in all aspects of the economy;
 - (e) to provide the **Sahtu Dene and Metis** with specific benefits, including financial compensation, land and other economic benefits;
 - (f) to provide the **Sahtu Dene and Metis** with wildlife harvesting rights and the right to participate in decision making concerning wildlife harvesting and management;
 - (g) to provide the **Sahtu Dene and Metis** the right to participate in decision making concerning the use, management and conservation of land, water and resources;
 - (h) to protect and conserve the wildlife and environment of the settlement areas for present and **future** generations; and
 - (i) to ensure the **Sahtu Dene and Metis** the opportunity to negotiate self-government agreements.
-
-

2 **DEFINITIONS**

2.1.1 **In this agreement,**

“aboriginal community” means :

- (a) **the Dene** Band in Colville Lake, Déline, Fort Good Hope or Fort Norman; or
- (b) the **Metis** Local in Fort Good Hope, Fort Norman or Norman Wells;

“act” includes ordinance;

“agreement” means this agreement and “the date of this agreement” means the date on which it is signed by representatives of Her Majesty the Queen in Right of Canada and the **Sahtu Dene** and **Metis** after ratification;

“artificial **boundary**” means a straight line joining two identified geographic locations or survey monuments;

“bed” of a body of water means the land covered so long by water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself;

“conservation” means the management of wildlife populations and habitat to ensure the maintenance of the quality and diversity including the long-term optimum productivity of those resources, and to ensure a sustainable harvest and its efficient utilization;

“conservation area” means game reserves, sanctuaries, migratory bird sanctuaries, national wildlife areas, and similar areas for the protection of wildlife and wildlife habitat established under federal or territorial legislation except national parks;

“consultation” means

- (a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- (b) the provision of a reasonable period of time in which the party to be consulted **may** prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and
- (c) full and fair consideration by the party obliged to consult of any views presented;

“designated **Sahtu** organization” means a **Sahtu** organization designated pursuant to chapter 7, and includes the **Sahtu** Tribal Council;

“developer” means any person engaged in development activity;

“development activity” means any private, local, territorial or federal government undertaking, or extension thereof, on land or water;

“development proposal” means a proposed development activity outside local government boundaries, or within such boundaries where the undertaking would be likely to have a significant impact on air, water or renewable resources;

“expropriating authority” means the Government of Canada or the Government of the Northwest Territories or any other authority authorized by statute to expropriate land or an interest in land;

“expropriation” means the compulsory taking of lands or any interest in land;

“forest conservation” means the management of forest resources to ensure the maintenance of the quality and diversity, including the long-term optimum productivity of those resources, and to ensure a sustainable harvest and its efficient utilization;

“forest management” includes forest **conservation**, forest **firefighting**, timber management, reforestation and **silviculture**;

“fur bearers” means the following species endemic to the settlement area: Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mephitis including skunk; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrels;

“gas” means natural gas and includes all substances, other than oil, that are produced **in** association with natural gas;

“government” means

- (a) the Government of Canada,
- (b) the Government of the Northwest Territories or its successor or successors, or
- (c) both,

depending upon which government or governments have responsibility, from time **to** time, for the matter in question, and this term shall include departments, agencies or officials duly authorized to act on behalf of the bodies named above;

“harvesting” means gathering, hunting, trapping or fishing **in** accordance with this agreement or applicable legislation;

“hazardous waste sites” means sites on which toxic substances are stored or disposed of, and “toxic substances” are as defined **in the** *Canadian Environmental Protection Act, R.S. 1985, c. 16, s. 11*;

“heritage resources” means:

- (a) archaeological sites, historic places and sites and burial sites;
- (b) artifacts and objects of historical, cultural or religious significance; and
- (c) records;

“impact on the environment” includes effects on air, land and water quality, on wildlife and wildlife harvesting, on the social and cultural environment and on heritage resources;

“legal survey” means the determination of all the **monuments** or landmarks that mark a boundary and the survey of all the lines constituting the boundary. It includes the preparation of field notes and plans and any **examination**, approval or confirmation that may be required of the Surveyor General and other officers under the provisions of the *Canada Lands Survey Act*, **R.S.** 1985, c. L-6, or other statutory authority;

“legislation” means federal or territorial legislation in force from time to time and **includes** regulations, and any reference to a specific act means that act as amended from time to time, and successor legislation;

“local government” means all cities, towns, villages, hamlets, charter communities, settlements and **local** governments listed in 23.8.1 and any other **local** government which is subsequently designated and established pursuant to 23.7.1 and includes the Government of the Northwest Territories when it acts in the stead of local government;

“Mackenzie Valley” comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the **Nunavut** Settlement Area;

“migratory game birds” has the same meaning as in the *Migratory Game Birds Convention Act*, **R.S.** 1985, c. **M-7**;

“member of immediate family” means spouse, child, parent, brother or sister;

“minerals” means precious and base metals and other, non-living, naturally **occurring** substances and includes coal and oil and gas;

“Minister” means the Minister of the Government of Canada or the Minister of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to;

“minor” means a person who has not yet reached the age of majority as determined from time to time by legislation;

“monument” means any authorized device used by a qualified surveyor to mark a boundary in a legal survey executed under some statutory authority, and includes any ancillary components;

“national **park**” means lands described in the schedules to the *National Parks Act, R.S. 1985, c. N-14*, that lie within the settlement area;

“natural boundary” means the ordinary high-water mark of water bodies or a **well-defined** height of land;

“navigable” means with respect to a river, lake or other body of water, **capable of** navigation by boat or other water craft used for commercial **purposes** or by members of the public in the settlement area;

“**new licence**”, **unless otherwise provided in this agreement, includes a licence where the licensee or effective ownership of the licensee is changed but** does not include a renewal to the **licensee** of an existing **licence**, or a new **licence** issued to the **licensee** to authorize the continuation of activities of the **licensee** under an expiring **licence**;

“offset boundary ” means a boundary parallel to an existing legal survey, a natural boundary or a right of way at a prescribed perpendicular distance from that boundary;

“oil” means crude oil, regardless of gravity, produced at a **wellhead** in liquid form and any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil and, bitumen, bituminous sand, oil shale or from any other types of deposits on the surface or subsurface;

“ordinary high-water mark” of a body of water means the limit or edge of its bed and, in the **case** of non-tidal waters, it may be called “the bank” or “the limit of the bank”;

“participant” means a person **enrolled** in the **Enrolment** Register pursuant to chapter 4;

“plants” means **all** flora, other than treea, in a wild state;

“**protected** area” means all areas and locations of land set apart and protected by government in the settlement area including historic parks and sitea, national wildlife areas, **migratory** bird sanctuaries, territorial parks, conservation **areas** and archaeological sites but does not include national parks;

“Renewable Resources Council” means a Renewable Resources Council described in 13.9;

“resource” means mines and minerals whether solid, liquid or gaseous;

“royalty” means any payment, whether **in** money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman **Wells** Proven Area described **in** chapter 9, paid or **payable to government** as owner of the resource, but does not include any payment for a service, for the issuance of a right or interest or for the granting of an approval or **authorization**;

“**Sabtu** community” means the community of participants in Fort Good Hope, **Colville** Lake, Fort Norman, **Déline** or Norman Wells;

"**Sahtu Dene**", "**Sahtu Dene and Metis**", "**Sahtu Dene or Metis**" or "**Sahtu Metis**" means a person or persons:

- (a) of **Slavey**, Hare or Mountain ancestry who resided in, or used and occupied the settlement area on or before December 31, 1921, or a descendant of such person; or
- (b) who was adopted as a minor by a person in (a) under the laws of any jurisdiction or under any custom of the communities comprised by the persons in (a), or is a descendant of a person so adopted;

"**Sahtu lands**" means **Sahtu** municipal lands and settlement lands;

"**Sahtu municipal lands**" means **Sahtu lands** within local government boundaries granted pursuant to 23.2.1;

"settlement area" comprises the area within the Northwest Territories as described in appendix A;

"settlement lands" means **Sahtu** lands outside local government boundaries granted pursuant to 19.1.2 within the settlement area, as set out in schedules I and III, appendix E, and outside the settlement area as set out in schedule II, appendix E;

"settlement legislation" means the legislation described in 3.1.3 and "the date of settlement legislation" means the date when the legislation comes into force;

"specific sites" means settlement lands selected pursuant to 2.10 of appendix C;

"Surveyor General" means the Surveyor General of **Canada** Lands appointed in the manner authorized by law or a person authorized by the Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General;

"territorial park" means land so designated pursuant in the *Territorial Parks Act*, R.S. N.W.T. 1988, C. T-4;

"timber licence" includes a timber permit and forest management agreement;

"trade" means to barter, buy, give or receive;

"tree" means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories, including **Pinus** species including Jack Pine and Lodge Pole Pine; **Larix** species including Tamarack; **Picea** species including White Spruce and Black Spruce; **Abies** species including Alpine Fir; **Salix** species including Beaked Willow and Pussy Willow; **Populus** species including Trembling Aspen and Balsam Poplar; **Betula** species including White Birch, Alaska Birch and Water Birch; **Alnus** species including Speckled Alder and Mountain Alder; and **Prunus** species including Choke Cherry and Pin Cherry;

"water" includes ice;

“waterfront lands” means lands from the water’s edge to 30.48 metres inland measured from the ordinary high-water mark;

“Western Arctic Region” means that portion of the Inuvialuit Settlement Region *other than the Yukon* Territory, and the Inuvialuit Settlement Region is as defined in the Inuvialuit Final Agreement; and

‘wildlife’ means all ferae naturae in a wild state including fish, mammals and birds.

3 **GENERAL PROVISIONS**

- 3.1.1 This agreement shall be a land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*.
- 3.1.2 Approval of this agreement by Parliament and the **Sahtu Dene and Metis** in accordance with this agreement is a condition precedent to the validity of this agreement which shall be effective from the date of settlement legislation and, in the absence of such approval, this agreement is null and void and of no effect.
- 3.1.3 Canada **shall** recommend to Parliament that this agreement be approved, given effect and declared valid by legislation.
- 3.1.4 Nothing in this agreement or in the settlement legislation shall remove from the **Sahtu Dene or Metis** their identity as aboriginal people of **Canada** or, subject to 3.1.11 and 3.1.12, affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.
- 3.1.5 Nothing in this agreement shall affect the ability of **Sahtu Dene or Metis** to participate **in** and benefit from government programs for status Indians, non-status Indians or **Metis**, as the case may be. Benefits received under such programs shall be determined by general criteria established from time to time.
- 3.1.6 Nothing in this agreement shall affect the rights of the **Sahtu Dene or Metis** as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time.
- 3.1.7 Nothing in this agreement shall affect the status under the *Indian Act, R.S. 1985, c. I-5*, of any **Sahtu Dene** or of any Indian band in the settlement area.
- 3.1.8 **Sahtu lands shall** be deemed not to be lands reserved for Indians within the meaning of the *Constitution Act, 1867* nor reserves within the **meaning** of the *Indian Act, R.S. 1985, c. I-5*.
- 3.1.9 Nothing in this agreement shall prejudice the **devolution** or transfer of jurisdiction **or powers** from Canada to the Government of the Northwest Territories.
- 3.1.10 The parties recognize the historical and cultural importance of Treaty 11 and agree that there shall be annual meetings to affirm this recognition, to make annual treaty payments and **to** recognize the importance of this agreement.
- 3.1.11 **In** consideration of the rights and benefits provided to the **Sahtu Dene and Metis** by **this** agreement, the **Sahtu Dene and Metis** cede, release and surrender to Her Majesty **in Right of** Canada all their aboriginal claims, rights, titles **and** interests, if any, in and to **lands** and waters anywhere within Canada.

3.1.12

In consideration of the rights and benefits provided to the **Sahtu Dene** and **Metis** by this agreement, the **Sahtu Dene** and **Metis** cede, release and surrender to Her Majesty in Right of Canada all their claims, rights or causes of action whether collective or individual which they ever had, now have or may hereafter have under, arising out of or by reason of:

- (a) the obligation in Treaty 11 to set aside reserves, and the **Sahtu Dene** hereby acknowledge that no reserves were ever set aside in the settlement area **pursuant** to this obligation;
- (b) the once and for **all** obligations in Treaty **11**, which the **Sahtu Dene** acknowledge have been fulfilled by Her Majesty in Right of Canada, to provide the Indians with
 - (i) a payment of thirty-two dollars to each chief, twenty-two dollars to each headman, and twelve dollars to every other Indian,
 - (ii) medals, flags, copies of the Treaty, and
 - (iii) equipment for hunting, fishing and trapping to the value of fifty dollars for each family;
- (c) the obligation in Treaty 11 to provide the Indians with
 - (i) tools for bands that select a reserve,
 - (ii) such assistance as is deemed necessary for the purpose of following **agricultural** pursuits, and
 - (iii) suits of clothing for chiefs and headmen;
- (d) the right specified in Treaty 11 of the Indians to pursue their usual vocations of hunting, fishing and trapping, but this right shall only be ceded, released and mu-rendered
 - (i) within the settlement area, the **Gwich'in** Settlement Area, the Western Arctic Region, the Nunavut Settlement Area, and the Yukon, and
 - (ii) within any other region in which a comprehensive land claim agreement based upon the April 9, 1990 **Dene/Metis** Comprehensive Land Claim Agreement is concluded and approved by Parliament, provided that the **Dene** and **Metis** parties to such land claim agreement **surrender** their treaty rights in respect of hunting, fishing and trapping in the settlement area; and
- (e) any Imperial or Canadian legislation or Order-in-Council or other action of the Governor in Council or Canada in relation to **Metis** or half-breed scrip or money for scrip.

3.1.13

Canada hereby confirms existing treaty rights arising out of those parts of Treaty 11 which are not surrendered in 3.1.12.

- 3.1.14 Nothing in this agreement shall be construed to affect:
- (a) any aboriginal or treaty right to self-government which the **Sahtu Dene** or **Metis** may have; and
 - (b) hunting, trapping or fishing rights under a Natural Resources Transfer Agreement, or under treaty in British Columbia, Alberta, Saskatchewan and Manitoba of any person who is eligible to participate in this agreement.
- 3.1.15 Nothing in this agreement shall be construed to affect, recognize *or* provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal peoples other than the **Sahtu Dene** and **Metis**.
- 3.1.16 In consideration of the rights and benefits provided to the **Sahtu Dene** and **Metis** by this agreement, the **Sahtu Dene** and **Metis** agree on their behalf, and on behalf of their heirs, descendants and successors not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature which they ever had, now have or may hereafter have against Her Majesty in Right of Canada or any province, the government of any territory or any person based on any claim, right, title or interest described in 3.1.12.
- 3.1.17
- (a) In consideration of the rights and benefits provided to the **Sahtu Dene** and **Metis** by this agreement, the **Sahtu** Tribal Council and the **Sahtu** organizations designated pursuant to chapter 7 and successor organizations or assigns of such organizations hereby agree to **indemnify** and forever save harmless Her Majesty in Right of Canada from **all** manner of suits and actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this agreement, whether known or unknown against Canada which any person who is eligible to participate **in** this agreement, including any heir, successor or permitted assign of such a person, ever had, now has or may hereafter have against Canada relating to or in any way arising from the claims, rights, titles and interests described in 3.1.12.
 - (b) Canada shall vigorously defend any such suit or action, cause of action, claim or demand and shall not compromise or settle any such suit or action, cause of action, **claim** or demand without the consent of the **Sahtu** Tribal Council.
 - (c) The **Sahtu Dene** and **Metis** shall not be required to pay Canada's costs under (b).
 - (d) For greater certainty, the right to be indemnified set out herein shall not extend to **any** manner of suit or action, cause of action, claim, demand, damage, cost or expense, liability or entitlement relating to or in any way arising from the failure of Her Majesty in Right of Canada to carry out Her obligations under this agreement.
- 3.1.18 **This** agreement may be examined as an aid to interpretation where there is any doubt in respect of the *meaning* of any legislation implementing the provisions of this agreement.
- 3.1.19 There shall not be any presumption that doubtful expressions in this agreement be interpreted **in favour** of government or the **Sahtu Dene** or **Metis**.
- 3.1.20 This agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed **in** it.

- 3.1.21 Subject to 3.1.22, all federal, territorial and local government laws shall apply to the **Sahtu Dene** and **Metis** and to **Sahtu** lands.
- 3.1.22 Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any law, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.
- 3.1.23 Neither government nor the **Sahtu Dene** and **Metis** shall challenge the validity of any provision of this agreement.
- 3.1.24 **Subject to 3.1.17, neither government nor the Sahtu Dene and Metis shall have a claim or cause of action based on a finding that any provision of this agreement is invalid.**
- 3.1.2s If any provision of this agreement is found by a court of competent jurisdiction to be invalid, government and the **Sahtu Dene** and **Metis** shall make best efforts to amend this agreement to remedy the invalidity or replace the invalid provision.
- 3.1.26 (a) **The** provisions of this agreement may be amended with the consent of government, as represented by the Governor in Council, and the **Sahtu Dene** and **Metis** as represented by the **Sahtu** Tribal Council, but the jurisdiction of the Government of the Northwest Territories shall not be altered, nor shall it incur any **financial** obligations, through any amendment without the written consent of its Executive Council.
- (b) Government shall be entitled to rely on the written decision of the Board of Directors of the **Sahtu** Tribal Council as evidence of the consent of the **Sahtu Dene** and **Metis**.
- 3.1.27 Government shall consult with the **Sahtu** Tribal Council in the planning of the institutions and the preparation of the settlement legislation and other legislation proposed to implement the provisions of this agreement.
- 3.1.28 Notwithstanding any other provision of this agreement, government is not **required to** disclose any information that it is required or entitled to withhold under any act relating to **access** to information. Where government has a discretion to disclose any information, it shall take into account the objects of this agreement in exercising that discretion.
- 3.1.29 The Minister of Indian Affairs and Northern Development shall cause a certified copy of the agreement and any amendments thereto to be deposited in:
- (a) **the** Library of Parliament;
- (b) the legislative library of the Government of the Northwest Territories;
- (c) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
- (d) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and
- (e) such other places as the Minister deems **necessary**.

4 **ELIGIBILITY AND ENROLMENT**

4.1 DEFINITIONS

4.1.1 In this chapter,

“initial **enrolment** period” means a period of five years, or such other period as Canada and the **Sahtu** Tribal Council agree, commencing upon the date of settlement legislation.

4.2 ELIGIBILITY

4.2.1 A person shall be eligible to be enrolled as a participant if that person is a Canadian citizen and a **Sahtu Dene** or **Metis**.

4.2.2 (a) Notwithstanding that a person is not eligible to be enrolled by virtue of 4.2.1, that person shall be eligible to be enrolled if that person is a Canadian citizen of aboriginal ancestry resident in the settlement area, who was accepted by a **Sahtu** community at any time following the date of settlement legislation.

(b) “Accepted by a **Sahtu** community” in (a) means that a person was sponsored by a person eligible to be enrolled **pursuant** to 4.2.1, and was approved by a process to be determined by the participants in the **Sahtu** community concerned.

4.2.3 (a) Persons enrolled **pursuant** to 4.2.2 shall have rights equal to those of persons enrolled **pursuant** to 4.2.1.

(b) Persons enrolled **pursuant** to 4.2.2 are deemed to be **Sahtu Dene** or **Metis** for the purposes of chapter 3.

4.2.4 A designated **Sahtu** organization **shall** bear the responsibility, including the cost, for conducting **all** votes held for the purpose of accepting persons for **enrolment** pursuant to 4.2.2.

4.2.5 Eligibility is personal; it cannot be transferred or assigned.

4.3 OTHER COMPREHENSIVE LAND CLAIM AGREEMENTS

4.3.1 Notwithstanding 4.2.1 and 4.2.2, no person who is enrolled **pursuant** to **another** comprehensive land claim agreement in Canada may be enrolled **pursuant** to this agreement, and any person enrolled **pursuant** to this agreement **shall cease** to be so enrolled if that person becomes enrolled **pursuant** to **another** such agreement.

4.3.2 Notwithstanding 4.3.1, a person who **would** be eligible to be enrolled **pursuant** to this agreement but for the fact that that person is **enrolled pursuant** to another comprehensive land claim agreement in Canada, **shall** be eligible to be **enrolled** pursuant to this agreement if that person **ceases** to be enrolled pursuant to the other comprehensive **land** claim agreement and elects to be enrolled pursuant to this agreement.

4.3.3 For the purposes of 4.3.1, receipt of monetary benefits **pursuant** to the Agreement with Respect to Providing Interim Benefits to Yukon **Indian Elders** between the Government of Canada and the Council for Yukon Indians shall not be considered **enrolment pursuant** to any other comprehensive land claim agreement.

4.3.4 For the purpose of 4.3, Treaty 11 is not a comprehensive land claim agreement.

4.4 ENROLMENT BOARD

4.4.1 An Enrolment Board shall be established, at the date of settlement legislation, composed of:

- (a) seven persons appointed by the Sahtu Tribal Council, one from each of the aboriginal communities, whose names appear on either of the Official Voters Lists described in 3.1 of appendix D; and
- (b) during the initial enrolment period only, two persons appointed by the Minister of Indian Affairs and Northern Development.

4.4.2 The Enrolment Board shall:

- (a) establish an Enrolment Register and enter therein the name of each person who is eligible to be enrolled pursuant to 4.2.1 or 4.2.2:
 - (i) who is not a minor and who applies to the Board to be enrolled; or
 - (ii) who is a minor and for whom the Board receives an application for enrolment by that person's parent or guardian;
- (b) maintain the Enrolment Register;
- (c) maintain a record of those persons whose applications for enrolment were rejected;
- (d) remove from the Enrolment Register the name of any person:
 - (i) who is not a minor and who notifies the Board in writing that that person's name is to be removed from the Register; or
 - (ii) who is a minor and whose parent or guardian notifies the Board in writing that that minor's name is to be removed from the Register.
- (e) publish the Enrolment Register at least once a year;
- (f) during the initial enrolment period, prepare an annual budget for the operation of the Enrolment Board and present it for review and approval to the Government of Canada;
- (g) prepare and provide application forms and information. Application forms shall provide that an applicant:
 - (i) identify the aboriginal community with which the applicant wishes to be enrolled; and
 - (ii) identify whether the applicant is applying to be enrolled pursuant to 4.2.1 or pursuant to 4.2.2;
- (h) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;

- (i) **notify** each applicant whose name has not been entered in the **Enrolment** Register of the reasons for the decision to refuse **enrolment and** of that applicant's right to appeal from any decision with respect to **enrolment**;
- (j) **prepare and provide to each participant proof of enrolment under this agreement; and**
- (k) **prior to enrolling a person who applies to be enrolled pursuant to 4.2.2, obtain the written** consent of such person that he or she shall be deemed to be **Sahtu** Dene or Metis upon **enrolment** as provided in 4.2.3(b).

4.5 APPEAL

4.5.1 Any applicant for **enrolment** whose name has not been entered in the **Enrolment** Register may appeal such decision by filing a notice of appeal with the Supreme Court of the Northwest Territories.

4.5.2 **On any such appeal, if the Court finds that the Enrolment Board erred in reaching its decision, the Court may reverse the decision of the Board and direct enrolment or refer the decision back to the Board for reconsideration.**

4.6 COSTS

4.6.1 (a) **The** Government of Canada shall pay the reasonable and necessary costs incurred by the **Enrolment** Board for the initial **enrolment** period.

(b) After the initial **enrolment** period, the **Sahtu** Tribal Council shall bear the costs of the **Enrolment** Board.

4.7 OTHER PROVISIONS

4.7.1 Nothing in this agreement shall be construed so as to imply that the Government of Canada **has** agreed to negotiate with those persons who are eligible to be enrolled **pursuant** to 4.2.2 on the basis of their being the original inhabitants of the settlement area.

4.7.2 Benefits provided under this agreement, unless otherwise specified, shall be held by **participants** collectively. No individual participant has a right to land, money or other benefits **unless** specifically provided for in this agreement, or by decision of the participants acting through a designated **Sahtu** organization.

5 **SELF-GOVERNMENT**

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

6 **DISPUTE RESOLUTION**

6.1 **GENERAL**

6.1.1 The provisions of this chapter apply to any dispute which is not resolved by discussion and negotiation.

6.1.2 Subject to the provisions of this chapter, the Supreme Court of the Northwest Territories has jurisdiction in respect of any action arising out of this agreement including any application for judicial review in respect of any board established pursuant to this agreement.

6.1.3 The Supreme Court of the Northwest Territories shall have jurisdiction to review a decision of the arbitrator or arbitrators in 6.3.7 on a question of law or jurisdiction.

6.1.4 **Except in respect of disputes arbitrated under this chapter, nothing in this chapter limits the jurisdiction of any court.**

6.1.5 The **panel** described in 6.2 shall have jurisdiction to arbitrate in respect of:

- (a) **any** matter which this agreement stipulates is to be determined by arbitration; and
- (b) **any** matter concerning the interpretation or application of this agreement where the parties agree to be bound by an arbitration decision in accordance with this chapter.

6.1.6 **Where a participant has a right of action in relation to this agreement, the Sahtu Tribal Council may bring that action on behalf of such participant with the consent of the participant.**

6.1.7 Nothing **in** this chapter shall prevent parties to a dispute from agreeing to refer it to an alternate dispute-resolution mechanism such as mediation or arbitration pursuant to the *Arbitration Act*, R. S. N.W.T. 1988, C. A-5.

6.2 **ARBITRATION PANEL**

6.2.1 (a) **An** arbitration panel (“the panel”) shall be established to resolve disputes in accordance with this agreement.

(b) The panel is established when:

- (i) Canada, as represented by the Minister of Indian Affairs and Northern Development, the Government of the Northwest Territories as represented by the Minister of Justice and the **Sahtu** Tribal Council agree **in** writing that it is established; or
- (ii) Canada and the Government of the Northwest Territories have each appointed at least one member and the **Sahtu** Tribal Council has appointed at least two members to the panel,

whichever comes first.

- 6.2.2 The panel shall have eight members including a chairperson and a vice-chairperson, both of which shall be chosen by a majority of the panel. Subject to 6.3.5, the panel may establish rules and procedures for the implementation of this chapter.
- 6.2.3 (a) **Canada, the Government of the Northwest Territories and the Sahtu Tribal Council** shall consult and attempt to reach consensus as to the persons to be appointed to the panel.
- (b) If a consensus is not reached under (a) within one year of the date of settlement legislation, **Canada** and the Government of the Northwest Territories may each appoint two members and the **Sahtu** Tribal Council may appoint four members.
- (c) The term of appointment shall be five years.
- 6.2.4 Upon the departure of a panel member from the panel, the party which appointed the departing member may appoint a new member to the panel and, where the departing member was jointly appointed, Canada, the Government of the Northwest Territories and the **Sahtu** Tribal Council shall consult and attempt to reach consensus as to the appointment of the new member.
- 6.2.5 A quorum of the panel shall be four members, which in the case of a panel appointed under 6.2.3(b) shall consist of one member appointed by each of Canada and the Government of the Northwest Territories and two members appointed by the **Sahtu** Tribal Council.
- 6.2.6 Any staff of the panel shall be provided by government. The panel shall prepare an annual budget, subject to review and approval by government. The approved expenses of the panel shall be a charge on government.
- 6.2.7 Appointments by Canada under this chapter shall be made by the Minister of Indian Affairs and Northern Development. Appointments by the Government of the Northwest Territories shall be made by its Minister of Justice.
- 6.3 **PROCEDURE FOR ARBITRATION**
- 6.3.1 A dispute shall be arbitrated by:
- (a) one arbitrator drawn from the panel if agreed to by the parties to the arbitration; or
- (b) three arbitrators drawn from the panel, one of whom shall be appointed by the party making the submission to arbitration, one by the other party to the submission and the third to be selected by the two appointed arbitrators from the other members of the panel. Failing agreement, the third arbitrator shall be appointed by a judge pursuant to the *Arbitration Act*, R. S. N.W.T 1988, c. A-5, who shall not be restricted to members of the panel when making such appointment.
- (c) Unless otherwise agreed, arbitrators shall be selected from the panel.
- 6.3.2 An arbitration, in respect of any matter referred to in 6.1.5(a), shall be convened by a submission to arbitration filed with the panel by any person having a right to arbitration under this agreement. The submission shall name the other party to the dispute, set out the nature of the dispute, a summary of the facts, describe the issue to be arbitrated, name an arbitrator from the panel and describe the relief sought.

- 6.3.3 In the case **of an** arbitration convened pursuant to 6.3.2, the other party to the dispute shall file a reply within 30 days responding to the submission, agreeing to the arbitrator named in the submission or naming another arbitrator from the panel and describing any relief sought. Where the other party to the dispute fails to file a reply within the prescribed time, that party shall be deemed to have agreed to the arbitrator named in the submission and shall be deemed to be a party to the arbitration.
- 6.3.4 (a) The **Sahtu** Tribal Council, Canada or the Government of the Northwest Territories may participate in any arbitration as a party on **notice** to the arbitrator or arbitrators.
- (b) The arbitrator or arbitrators shall allow any other person, on application and on such terms as the arbitrator or arbitrators in their discretion may order, to participate in an arbitration if in the opinion of the arbitrator or arbitrators the interest of that person may be affected by the arbitration.
- 6.3.5 The arbitrator or arbitrators **shall** have jurisdiction, after hearing the parties, to determine **all** questions of procedure, including the method of giving evidence, and to make an award, including interim relief, payment of interest and costs in accordance with this agreement.
- 6.3.6 It is intended that the process of arbitration will resolve disputes submitted to it in an expeditious and, where appropriate, informal manner.
- 6.3.7 The decision of the arbitrator or arbitrators shall be conclusive and binding on the parties to the arbitration and shall not be challenged by appeal or review in any court except on the ground that the arbitrator or arbitrators have erred in law or exceeded their jurisdiction.
- 6.3.8 **If the arbitrator or** arbitrators make no decision as to costs, each party to an arbitration shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator or arbitrators.
- 6.3.9 The *Arbitration Act*, R. S. **N.W.T.** 1988, c. A-5, shall apply to any arbitration to the extent not inconsistent with this chapter.
- 6.3.10 A public file of arbitration decisions shall be maintained by the panel unless the parties to the arbitration agree that the proceedings, including the decision, shall remain confidential.
- 6.4 TRANSITIONAL
- 6.4.1 Until an arbitration panel is established, the *Arbitration Act*, R. S. **N.W.T.** 1988, c. A-5, applies to any arbitration described in 6.1.5.

7 SAHTU ORGANIZATIONS

- 7.1.1** AU rights exercisable by a designated Sahtu organization and all obligations to which a designated Sahtu organization is subject shall be assigned by the Sahtu Tribal Council prior to the date of settlement legislation to one or more designated Sahtu organizations. Such rights and obligations may be reassigned by the Sahtu Tribal Council or its designate from time to time provided that such reassignments shall not adversely affect the exercise of rights or the performance of obligations contemplated in this agreement.
- 7.1.2** Designated Sahtu organizations shall be trusts, societies or corporations established pursuant to federal or territorial legislation.
- 7.1.3** (a) A designated Sahtu organization which administers the capital transfer pursuant to 8.1.1, amounts payable pursuant to 10.1.2 or land transfers pursuant to 19.1.2 shall be structured such that:
- (i) all participants have an equal interest therein as at the date of settlement legislation; and
 - (ii) such organizations shall be owned and controlled by participants and membership or shareholdings shall be non-transferable.
- (b) Any subsequent restructuring of the organizations in (a) shall respect the principle of maintaining an equal interest of participants, at the regional, Sahtu community or aboriginal community level, in respect of land and capital assets.
- (c) Persons enrolled pursuant to 4.2.2 shall not be counted for the purpose of any apportionment among designated Sahtu organizations of the capital transfer pursuant to 8.1.1 or amounts payable pursuant to 10.1.2.
- 7.1.4** Designated Sahtu organizations exercising rights pursuant to this agreement shall be open to membership by all participants who are not minors and who are affected by the exercise of such rights.
- 7.1.5** Nothing in this chapter is intended to prevent participation by participants in corporations or other forms of business organization in which other persons are shareholders or have an interest by using the capital transfer transferred under this agreement.
- 7.1.6** (a) Prior to the date of settlement legislation, the Sahtu Tribal Council shall designate a Sahtu organization or organizations to receive the capital transfer pursuant to 8.1.1, amounts payable pursuant to 10.1.2 and any other payments pursuant to this agreement.
- (b) The Sahtu Tribal Council or its designate may later designate other Sahtu organizations to receive payments provided the principles expressed in 7.1.3 are observed.

7.1.7 Canada is authorized to make:

(a) **the** capital transfer **pursuant** to 8.1.1 and payments **pursuant** to 10.1.2 to duly authorized organizations designated **pursuant** to 7.1.6, and

(b) **transfers** of land to one or more designated **Sahtu** organizations **pursuant** to 19.1,

and shall be deemed to have **fully** discharged its obligations **in** respect of such transfers and payments upon receipt of such by the designated **Sahtu** organizations.

7.1.8 The **Sahtu** Tribal Council shall cause to be established, prior to the date of settlement legislation, and shall thereafter maintain, a public register of designated **Sahtu** organizations, which register shall **identify** all rights and obligations assigned pursuant to 7.1.1 to designated **Sahtu** organizations.

7.1.9 Government shall not be liable to participants for any damage or loss suffered by participants as a result of the failure of any designated **Sahtu** organization to comply with an obligation under this agreement.

8 **FINANCIAL PAYMENTS**

8.1 **CAPITAL TRANSFER**

8.1.1 Canada shall make a capital transfer to the **Sahtu** Tribal Council in accordance with **the** schedule of payments as set forth in schedule I to this chapter.

8.2 **NEGOTIATION LOAN REPAYMENT**

8.2.1 The **Sahtu** Tribal Council shall repay their negotiation loans and shall pay 15 percent of the negotiation loans incurred by the Dene Nation and the Metis Association of the Northwest Territories between 1975 and November 7, 1990 as provided in schedule II to this chapter.

8.2.2 **Canada may set off and deduct from payments to be made pursuant to 8.1.1 the amounts of repayment of the negotiation loans under 8.2.1 to be made at the time of such payments.**

8.2.3 **In all other respects,** any other terms and conditions of the negotiation loans shall be unaffected.

8.3 **LOANS AGAINST CAPITAL TRANSFER**

8.3.1 At any time after three years from the date of settlement legislation the **Sahtu** Tribal Council may request a loan from Canada against the then unpaid balance of the capital transfer.

8.3.2 Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, pursuant to 8.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirement that:

- (a) **the Sahtu** Tribal Council shall pay, at the time of the loan, an amount on any outstanding balance of negotiation loans described in 8.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 8.3.2 bears to the unpaid balance of the capital transfer in 8.1.1;
- (b) the amount paid by the **Sahtu** Tribal Council in (a) shall be credited to the last payments of the schedule described in 8.2. 1;
- (c) the unpaid balance of the **capital** transfer in any year is greater than or equal to the total of all outstanding administrative **fees**, if any, loan repayments and interest payable by the **Sahtu** Tribal Council; and
- (d) Canada may deduct any loan repayments due from the **Sahtu** Tribal Council *from* payments due to the **Sahtu** Tribal Council pursuant to 8.1.1.

SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payment</u>
Date of settlement legislation	\$9,000,000.00*
First Anniversary of date of this agreement	\$3,853,940.42
Second Anniversary of date of this agreement	\$5,780,910.62
Third Anniversary of date of this agreement	\$7,707,880.83
Fourth Anniversary of date of this agreement	\$9,634,851.04
Fifth Anniversary of date of this agreement	\$9,634,851.04
Sixth Anniversary of date of this agreement	\$9,634,851.04
Seventh Anniversary of date of this agreement	\$9,634,851.04
Eighth Anniversary of date of this agreement	\$9,634,851.04
Ninth Anniversary of date of this agreement	\$9,634,851.04
Tenth Anniversary of date of this agreement	\$9,634,851.04
Eleventh Anniversary of date of this agreement	\$9,634,851.04
Twelfth Anniversary of date of this agreement	\$9,634,851.04
Thirteenth Anniversary of date of this agreement	\$7,707,880.83
Fourteenth Anniversary of date of this agreement	\$5,780,910.62
Fifteenth Anniversary of date of this agreement	\$3,853,940.42

•This amount shall bear interest at a rate of 7.57 percent compounded annually from the date of this agreement to the date of payment. Such amount shall be paid ss soon ss possible after the date of settlement legislation.