

CONSENSUS DRAFT
March 11, 2013
WITHOUT PREJUDICE
SUBJECT TO FURTHER INTERNAL AND LEGAL TECHNICAL REVIEW

**NORTHWEST TERRITORIES LANDS AND RESOURCES DEVOLUTION
AGREEMENT**

**The Government of Canada as represented by the
Minister of Indian Affairs and Northern Development**

and

**The Government of the Northwest Territories
as represented by the Premier**

and

The Inuvialuit Regional Corporation

and

The Northwest Territory Métis Nation

and

The Sahtu Secretariat Incorporated

and

The Gwich'in Tribal Council

and

The Tłı̨chǫ Government

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**NORTHWEST TERRITORIES LANDS AND RESOURCES DEVOLUTION
AGREEMENT**

Made with effect as of this ____ day of _____ 2013

AMONG

**The Government of Canada as represented by the Minister of Indian Affairs and
Northern Development (hereinafter referred to as “Canada”)**

and

**The Government of the Northwest Territories as represented by the Premier
(hereinafter referred to as the “GNWT”)**

and

**The Inuvialuit Regional Corporation
(hereinafter referred to as the “IRC”)**

and

**The Northwest Territory Métis Nation
(hereinafter referred to as the “NWTMN”)**

and

**The Sahtu Secretariat Incorporated
(hereinafter referred to as the “SSI”)**

and

**The Gwich'in Tribal Council
(hereinafter referred to as the “GTC”)**

and

**The Tłı̨chǫ Government
(hereinafter referred to as the " Tłı̨chǫ Government")**

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WHEREAS, Canada wishes to devolve the administration and control of public lands, resources, and rights in respect of waters in the Northwest Territories to the Commissioner of the Northwest Territories.

AND WHEREAS, such devolution shall be effected in a manner that establishes a framework for a cooperative and coordinated management regime for lands, resources and rights in respect of waters in the Northwest Territories in which the Government of the Northwest Territories and Aboriginal peoples of the Northwest Territories participate.

AND WHEREAS, such devolution shall be effected in a manner that respects existing rights in respect of lands, resources and waters in the Northwest Territories and minimizes disruption to the management of public lands, resources and rights in respect of waters in the Northwest Territories.

NOW THEREFORE, in consideration of the premises and the agreements of the Parties herein, the Parties hereby agree as follows:

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**CHAPTER 1
DEFINITIONS AND INTERPRETATION**

Definitions

- 1.1 Unless otherwise provided, in this Agreement and any schedule attached hereto:
- (a) **“Abandoned Site”** means a site at which an Alteration has occurred and in respect of which there is no Operator.
 - (b) **“Abandoned Oil and Gas Sump or Well Site”** means a site containing an Oil and Gas Sump, an Oil and Gas Well, or both an Oil and Gas Sump and an Oil and Gas Well, in respect of which there is no Operator at the Transfer Date.
 - (c) **“Abandoned Operating Site”** has the meaning ascribed to it in section 6.11.
 - (d) **“Aboriginal Organization”** means,
 - (i) a governing body, representing an Aboriginal people of the Northwest Territories, that is established by or operating under a Self-Government Agreement; or
 - (ii) a body representing an Aboriginal people of the Northwest Territories which,
 - (A) has concluded a Settlement Agreement;
 - (B) has concluded a treaty land entitlement agreement; or
 - (C) is participating in a formal process with the Crown for the negotiation of a land claim agreement, land and resources agreement, treaty land entitlement agreement treaty or Self-Government Agreement.
 - (e) **“Aboriginal Party”** means an Aboriginal Organization that is a Party.
 - (f) **“Adjoining Area”** has the same meaning as ‘adjoining area’ in section 2 of the *Yukon Act* (Canada).
 - (g) **“Affected Federal Employee”** means a full-time or part-time indeterminate employee of Canada who has been issued a Notice of Alternative Delivery Initiative pursuant to section 7.10.

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- (h) “**Agreement**” means or refers to this Northwest Territories Lands and Resources Devolution Agreement.
- (i) “**Alteration**” means any component of a site, including any construction, work or substance added to or deposited on a site and any alteration of the natural condition of a site, resulting from authorized or unauthorized human activities.
- (j) “**Alteration Requiring Remediation**” means an Alteration which has been determined to require Remediation based on the Standards.
- (k) “**Appointed Employee**” means an Affected Federal Employee who accepts, in accordance with section 7.12, the GNWT written offer of employment referred to in section 7.6.
- (l) “**Appraisal Expert**” means a person with expertise in determining the value of improvements to land on a basis similar to the determination of the Improvement Value.
- (m) “**Business Day**” means a day that is not a Saturday, a Sunday or a statutory holiday in Quebec, Ontario or the Northwest Territories.
- (n) “**CCME Guidelines**” means the most recent Canadian Environmental Quality Guidelines, developed and approved from time to time by the Canadian Council of Ministers of the Environment.
- (o) “**Commissioner**” means the Commissioner of the Northwest Territories appointed pursuant to the *Northwest Territories Act* (Canada).
- (p) “**Commissioner’s Lands**” means lands belonging to Her Majesty in right of Canada that are under the administration and control of the Commissioner immediately prior to the Transfer Date.
- (q) “**Consult**” means:
 - (i) to provide to the party to be consulted notice of a matter to be decided in sufficient form and detail to allow that party to present its views on the matter;
 - (ii) 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

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- (iii) full and fair consideration of any views presented by the party consulted in advance of a decision on a matter.
- (r) “**DIAND**” means the Department of Indian Affairs and Northern Development.
- (s) “**Encumbering Right**” means a right in respect of Settlement Lands referred to in section 7(94) of the Inuvialuit Final Agreement, section 18.5 of the Gwich’in Agreement, section 19.5 of the Sahtu Agreement, section 18.6 of the Tłıchǝ Agreement and any similar right administered by Canada or the GNWT pursuant to similar terms of any other Settlement Agreement.
- (t) “**Excepted Waste Site**” means any site listed in Part C of the Inventory of Sites or any site which meets the criteria set out in section 6.15 or 6.16.
- (u) “**Existing Interest**” means:
 - (i) any right or interest that exists immediately prior to the Transfer Date under a provision of federal Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing this Agreement;
 - (ii) any right or interest that exists immediately prior to the Transfer Date under an access order, permit, licence or other authorization, lease or agreement for lease or sale issued, granted or otherwise secured under a provision of federal Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing this Agreement; or
 - (iii) any right or interest which is a renewal, replacement or successor of a right or interest referred to in paragraph (i) or (ii) where a right to such renewal, replacement, or successor right or interest exists immediately prior to the Transfer Date,and for greater certainty, includes any right or interest referred to in paragraph (i), (ii) or (iii) above that is an Encumbering Right.
- (v) “**FDDIPI**” means the Final Domestic Demand Implicit Price Index for Canada published by Statistics Canada.

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- (w) **“Federal Agent Corporation”** means an “agent corporation” as defined in subsection 83(1) of the *Financial Administration Act* (Canada).
- (x) **“Federal Building”** means a non-residential building under the administration and control of either Public Works Canada or DIAND including the parcel of land upon which the building is situated.
- (y) **“Federal Compensation”** means the sum of the dollar value of an Affected Federal Employee’s Federal Salary, Federal Employer Pension Contribution, Federal Vacation Leave Value, and the environmental allowance, cost of living differential allowance, shelter cost differential allowance, fuel and utilities differential allowance and vacation travel assistance allowance components of the *National Joint Council Isolated Post and Government Housing Directive* (Canada) in effect at the date the written offer of employment referred to in section 7.6 is made and calculated on the basis of that employee’s location and number of dependants on that date.
- (z) **“Federal Department”** means:
 - (i) a department named in Schedule I to the *Financial Administration Act* (Canada);
 - (ii) a division or branch of the federal public administration named in Schedule 1.1 to the *Financial Administration Act* (Canada); or
 - (iii) a departmental corporation as defined in section 2 of the *Financial Administration Act* (Canada).
- (aa) **“Federal Employer Pension Contribution”** means the projected annual employer contribution to the Public Service Pension Plan that would have been made by Canada in respect of an Appointed Employee for the year beginning on the Transfer Date if that Appointed Employee would have remained a federal employee.
- (bb) **“Federal Salary”** means the salary, including any supervisory differential and any salary equalization adjustments, paid by Canada to an Affected Federal Employee at that employee’s substantive level of appointment, as defined in the *Policy on Terms and Conditions of Employment* (Canada), and as set out in collective agreements between the Treasury Board of Canada and federal public service sector unions, or, for an unrepresented, excluded or executive Affected Federal Employee, means the salary paid by Canada to that

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employee at that employee's substantive level of appointment, as defined in the *Policy on Terms and Conditions of Employment* (Canada), and as determined by the Treasury Board of Canada.

- (cc) “**Federal Service**” means the period of service with Canada which is recognized by Canada for the purposes of calculating an entitlement to a particular benefit immediately prior to the Transfer Date.
- (dd) “**Federal Term Employee**” means a full-time or part-time employee of Canada who is appointed for a specified period of time and whose employment ceases at the expiration of that specified period.
- (ee) “**Federal Vacation Leave Value**” means the dollar value of the number of hours of vacation leave an Appointed Employee would have been entitled to as a federal employee for the year beginning on the Transfer Date based on that employee's Federal Salary.
- (ff) “**Gas**” means natural gas including coal-bed methane and all substances produced in association with natural gas.
- (gg) “**GNWT Salary**” means, the salary derived from the applicable step of the applicable pay range determined by the evaluation of the employee's position under the GNWT Terms of Employment and taking into account the years of relevant experience of that employee.
- (hh) “**GNWT Collective Agreement**” means the collective agreement between the GNWT and the Union of Northern Workers in effect from time to time.
- (ii) “**GNWT Compensation**” means the sum of the dollar value of the applicable GNWT Salary, Northern Allowance, GNWT Vacation Leave Value, and GNWT Employer Pension Contribution.
- (jj) “**GNWT Employer Pension Contribution**” means the projected annual employer contribution to the Public Service Pension Plan that will be made by the GNWT in respect of an Appointed Employee for the year beginning on the Transfer Date.
- (kk) “**GNWT Terms of Employment**” means the terms of employment applicable to GNWT employees including, as the case may be, the terms of employment set out in the GNWT Collective Agreement, the GNWT Excluded Employees' Handbook, the GNWT Senior Managers' Handbook, the *Public Service Act* (NWT), and any other applicable

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collective agreement, GNWT human resource policies, or territorial legislation, as any of the foregoing may exist from time to time.

- (ll) **“GNWT Transition Allowance”** means a non-pensionable payment of money to an Appointed Employee in an amount necessary to ensure that the sum of GNWT Compensation and the amount of such allowance is equal to the Federal Compensation.
- (mm) **“GNWT Vacation Leave Value”** means the dollar value of the number of hours of vacation leave an Appointed Employee is entitled to for the year beginning on the Transfer Date based on that employee’s GNWT Salary.
- (nn) **“Gwich’in Agreement”** means the land claims agreement between Her Majesty the Queen in right of Canada and the Gwich’in signed on April 22, 1992 and given effect by the *Gwich’in Land Claim Settlement Act* (Canada), as that agreement is amended from time to time in accordance with its provisions.
- (oo) **“Improvement Value”** means a determination of the fair actual value of the improvement, at the time Canada takes, or has relinquished to it, administration and control of the land, calculated in accordance with the method for calculating the fair actual value of improvements to land set out in territorial Legislation of general application relating to the assessment of taxes on real property in the Northwest Territories.
- (pp) **“Interim Agreement”** means an agreement listed on the list of Interim Agreements in Schedule 3 to this Agreement, and any other agreement, whether legally binding or not, between or among Canada, the GNWT and an Aboriginal Organization which sets out processes relating to land, water or resource management in the Northwest Territories intended as interim measures while negotiating towards the conclusion of a final agreement with that Aboriginal party.
- (qq) **“Insolvency Event”** means the occurrence of any of the following events:
 - (i) an Operator:
 - (A) files a voluntary application for a bankruptcy order or files any proposal or notice of intent to file a proposal, or files any application or otherwise commences any action or proceeding seeking reorganization, arrangement, consolidation or readjustment of its debts or securities or

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which seeks to stay or has the effect of staying, any creditors, or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing, or consents to, approves of or acquiesces in, any such application, proposal, action or proceeding;

- (B) applies for or acquiesces in the appointment of a receiver, assignee, monitor, liquidator, sequestrator, custodian or trustee (whether or not on an interim or permanent basis) or similar officer for it or for all or any part of its assets;
 - (C) makes an assignment for the benefit of creditors; or
 - (D) is unable generally to pay its debts as they become due,
- (ii) an involuntary application for a bankruptcy order or proposal is filed or an action or proceeding is otherwise commenced seeking reorganization, arrangement, consolidation or readjustment of the Operator's debts or securities or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing; or
 - (iii) a receiver, assignee, liquidator, administrator, sequestrator, custodian, trustee, monitor or similar official is appointed for the Operator or for all or any part of the Operator's assets.
- (rr) **"Inuvialuit Final Agreement"** means the land claims agreement between Canada and the Inuvialuit, signed on June 5, 1984, and given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act* (Canada), as that agreement is amended from time to time in accordance with its provisions.
 - (ss) **"Inuvialuit Settlement Region"** has same meaning as "Inuvialuit Settlement Region" in the Inuvialuit Final Agreement.
 - (tt) **"Inventory of Sites"** means the inventory of sites set out in Schedule 7.

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- (uu) “**ISR**” means the Inuvialuit Settlement Region, excluding any area in Yukon or in the Adjoining Area;
- (vv) “**IT Assets**” means all telecommunications and computing related assets, including computer hardware, computer software and supporting network infrastructure such as cabling, hubs, and switches, owned by Canada, immediately prior to Transfer Date, dedicated to or used by NAO for those functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by Canada after the Transfer Date.
- (ww) “**Legislation**” means legislation of the Parliament of Canada or the Legislative Assembly of the Northwest Territories in force from time to time and all regulations and subordinate legislation of such Parliament or Legislative Assembly in force from time to time.
- (xx) “**Legislature**” means the Commissioner in Council of the Northwest Territories.
- (yy) “**Line of Delimitation**” means the line of delimitation described in Schedule 16.
- (zz) “**Listed Federal Building**” means a Federal Building listed in Schedule 9 to this Agreement.
- (aaa) “**Mackenzie Valley**” has the same meaning as in the *Mackenzie Valley Resource Management Act* (Canada).
- (bbb) “**Management**” means in respect of a Waste Site, the process of the identification, assessment, and Remediation of that Waste Site.
- (ccc) “**Minerals**” means precious or base metals or other non-living naturally occurring substances that are, or were before production, part of land, whether solid, liquid or gaseous, including coal, but not including, Oil, Gas or Water.
- (ddd) “**Mineral Revenues**” means revenues derived by the GNWT from:
 - (i) a specific tax imposed by the GNWT on the exploration, production and development of Minerals which, for greater certainty, does not include corporate income tax; and
 - (ii) royalties, licences, rentals or other fees related to the exploration, production and development of Minerals.

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- (eee) “**Moveable Assets**” means the tangible personal property located in the Northwest Territories and owned by Canada immediately prior to the Transfer Date and used solely in relation to those NAO functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by Canada after the Transfer Date, including, but not limited to, chattels, equipment (including laboratory equipment), furniture, motor vehicles and IT Assets and any documents of title in the possession of Canada related to such tangible personal property but, for greater certainty, not including any chattel paper, money or securities, accounts, instruments or other intangible personal property that are not documents of title.
- (fff) “**NAO**” means the Northern Affairs Organization of DIAND as it relates to the Northwest Territories.
- (ggg) “**NEB**” means the National Energy Board established pursuant to the *National Energy Board Act* (Canada).
- (hhh) “**Net Fiscal Benefit**” means the amount of Resource Revenues that is not offset against the Territorial Formula Financing Payment pursuant to sections 10.2 and 10.3.
- (iii) “**New Site Requiring Remediation**” means an Abandoned Operating Site, Abandoned Oil and Gas Sump or Well Site or Remediated Site which is determined to be a New Site Requiring Remediation pursuant to section 6.26, 6.27, 6.32, 6.33 or 6.61.
- (jjj) “**Norman Wells Proven Area**” means the proven area identified in the Proven Area Agreement.
- (kkk) “**Norman Wells Royalty**” means the five percent royalty paid by Imperial Oil Limited to Canada pursuant to the Proven Area Agreement.
- (III) “**Northern Allowance**” means the northern allowance paid by the GNWT to its employees to offset community differences in the cost of living and travel.
- (mmm) “**Notice of Alternative Delivery Initiative**” means a notice, issued by Canada to an employee of Canada, of an alternative delivery initiative pursuant to Part VII of the *National Joint Council Workforce Adjustment Directive* (Canada) or equivalent provisions of any collective agreement applicable to such employee.

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- (nnn) **“Oil”** means crude petroleum, regardless of gravity, produced at a well-head in liquid form and any other hydrocarbons, except Gas. It includes hydrocarbons that may be extracted or recovered from surface or subsurface deposit of oil sand, bitumen, bituminous sand or oil shale or from other types of deposits, but does not include coal.
- (ooo) **“Oil and Gas Revenues”** means all revenues derived by the GNWT from the issuance and administration of Oil and Gas exploration and production rights, including royalties, licence fees, well-head taxes, levies, forfeited work expenditure deposits and non-refundable or forfeited rentals and cash bonus bids, but does not include:
- (i) any other revenues accruing to the GNWT through taxes or similar levies, even if those levels of revenues are influenced by resource development activity; and
 - (ii) taxation revenue associated with Oil and Gas operations which, in a province, would normally accrue to Canada.
- (ppp) **“Oil and Gas Sump”** means an earthen excavation storage system designed to retain waste generated from the drilling of a well for the purpose of the exploration or production of Oil or Gas.
- (qqq) **“Oil and Gas Well”** means an opening in the ground, not being a seismic shot hole, that is made by drilling, boring or other method for the purpose of:
- (i) the production of Oil or Gas;
 - (ii) searching for or obtaining Oil or Gas;
 - (iii) obtaining water to inject into an underground Oil or Gas formation; or
 - (iv) injecting gas, air, water or other substance into an underground Oil or Gas formation.
- (rrr) **“Onshore”** means,
- (i) lands, including lands under water, that lie landward of the low-water line of the sea coast of the mainland or any naturally occurring permanent island in that part of Canada lying north of the sixtieth parallel of north latitude and not within Yukon, Nunavut or any province;

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- (ii) lands under water within Small Enclosed Bays along the sea coast of the mainland of any naturally occurring permanent island in that part of Canada referred to in paragraph (i); and
- (iii) lands, including lands under water, that lie landward of the Line of Delimitation and seaward of the low-water line of the sea coast of the mainland in that part of Canada referred to in paragraph (i),

but does not include any lands seaward of the Line of Delimitation other than the lands on the islands referred to in paragraph (i) or lands under water within Small Enclosed Bays along the sea coast of such islands referred to in paragraph (ii).

- (sss) **“Operating Site”** means a site listed in Part E of the Inventory of Sites and any site which is not an Abandoned Site as of the Transfer Date.
- (ttt) **“Operator”** means a person legally responsible, other than as set out in this Agreement, for the care, maintenance or Remediation of a site.
- (uuu) **“Party”** means a party to this Agreement.
- (vvv) **“Proven Area Agreement”** means the agreement dated July 21, 1944 between Imperial Oil Limited and His Majesty in Right of Canada, as the same has been or may be amended or renewed from time to time.
- (www) **“Public Lands”** means any land, or any interest in land, Onshore that belongs to Her Majesty in right of Canada and includes beds of bodies of Waters, Minerals, Oil, Gas, and buildings, structures, improvements and other fixtures, on, above or below the surface of the land, except for:
 - (i) Commissioner’s Lands; and
 - (ii) lands or interests in land listed in Schedule 4 , including any variations to that list made prior to the Transfer Date in accordance with section 3.33.
- (xxx) **“Public Works Canada”** means the Department of Public Works and Government Services Canada.
- (yyy) **“Record”** means a record of information, regardless of physical form or medium, including: correspondence, memoranda, electronic mail, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microfilms, sound recordings, videotapes, machine

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readable records, facsimiles, facsimile transmittal records, and facsimile activity reports.

- (zzz) “**Released Site**” means any site listed in Part A of the Inventory of Sites, any Unlisted Site, and any site in respect of which Canada has been released from responsibility to Remediate pursuant to sections 6.10, 6.42, 6.48, 6.52, and 6.53 or any other provision of this Agreement.
- (aaaa) “**Remediate**” or “**Remediation**” means the prevention, minimization or mitigation of an Alteration through the development and application of a planned approach to remove, destroy, contain or otherwise reduce availability of contaminants to receptors of concern, and to remove, destroy or contain safety hazards and includes monitoring required by a licence, permit or other authorization.
- (bbbb) “**Remediated Site**” means any site listed in Part B of the Inventory of Sites or any site which is determined to be a Remediated Site pursuant to section 6.45.
- (cccc) “**Resource Revenues**” means the sum of Mineral Revenues, Oil and Gas Revenues, and Water Revenues due to and received by the GNWT through this Agreement as a result of the Commissioner’s administration and control of Public Lands and rights in respect of Waters and the Norman Wells Royalty paid to the GNWT pursuant to section 3.51 minus any Settlement and Land Claim Agreement Payments paid or payable in respect of such revenues, but does not include amounts in respect of:
- (i) any payment, whether in money or in kind, to the GNWT as owner or part owner of the produced resource;
 - (ii) any payment provided to the GNWT for the recovery of the administrative costs of an application or a service provided; or
 - (iii) any such revenues in respect of an Encumbering Right to be accounted for and paid by the GNWT, or by the GNWT on behalf of Canada to an Aboriginal Organization pursuant to the terms of a Settlement Agreement.
- (dddd) “**Sahtu Agreement**” means the land claims agreement between Her Majesty the Queen in right of Canada and the Sahtu Dene and Métis, signed on September 6, 1993 and given effect by the *Sahtu Dene and*

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Métis Land Claim Settlement Act (Canada), as that agreement is amended from time to time in accordance with its provisions.

- (eeee) **“Self-Government Agreement”** means an agreement between the Crown and an Aboriginal people of the Northwest Territories, which is brought into force or implemented by federal Legislation and which recognizes:
- (i) the legal status and capacity of a governing body to represent such Aboriginal people; and
 - (ii) the authority of that governing body to enact laws.
- (ffff) **“Settlement Agreement”** means an agreement listed on the list of Settlement Agreements in Schedule 1.
- (gggg) **“Settlement and Land Claim Agreement Payments”** means payments to an Aboriginal group pursuant to the terms of a land claim agreement or Settlement Agreement, including the payments referred to at section 9.1.1 of the Gwich’in Agreement, section 10.1.1 of the Sahtu Agreement, and section 25.1.1 of the Tłı̨chǫ Agreement, of any amount equivalent to a percentage of:.
- (i) resource royalties received by GNWT in a year; and
 - (ii) the Norman Wells Royalty provided to GNWT in a year.
- (hhhh) **“Settlement Lands”** means lands in the Northwest Territories the title to which is vested in an Aboriginal Organization pursuant to the terms of a Settlement Agreement.
- (iiii) **“Site Requiring Remediation”** means any site listed in Part D of the Inventory of Sites.
- (jjjj) **“Small Enclosed Bay”** means any coastal indentation where both:
- (i) the distance of a straight line across the entrance of the indentation at the low-water line measures 4 kilometres or less; and
 - (ii) the area of the indentation, including any islands or parts of islands lying within the indentation, is greater than that of a semicircle whose diameter is the distance of the straight line across the entrance of the indentation at the low-water line.

- (kkkk) “**Standards**” means the standards applicable to the Remediation of an Alteration as determined pursuant to section 6.19 or section 6.20.
- (llll) “**Territorial Formula Financing Payment**” means the payment received by the GNWT from Canada for a fiscal year as determined under Part I.1 of the *Federal-Provincial Fiscal Arrangements Act* (Canada), or any successor legislation or program governing the financial arrangements between Canada and the GNWT.
- (mmmm) “**Tłı̄chǫ Agreement**” means the land claims and self-government agreement made among the Tłı̄chǫ, Canada, and the GNWT, signed on August 25, 2003, and given effect by the *Tłı̄chǫ Land Claims and Self-Government Act* (Canada), as that agreement is amended from time to time in accordance with its provisions.
- (nnnn) “**Transfer Date**” means the date upon which the federal Legislation amending or repealing and replacing the *Northwest Territories Act* (Canada) in accordance with section 3.7 comes into effect.
- (oooo) “**Unlisted Site**” means any Abandoned Site located on Public Lands or Settlement Lands that is not listed in the Inventory of Sites as of the Transfer Date.
- (pppp) “**Waste Site**” means an Abandoned Site where an Alteration Requiring Remediation exists.
- (qqqq) “**Water Revenues**” means revenues derived by the GNWT from the sale or disposition of rights in respect of Waters, which, for greater certainty, does not include corporate income tax.
- (rrrr) “**Waters**” means any inland waters on or below the surface of land Onshore in the Northwest Territories, whether in a liquid or frozen state, except for rights in respect of waters listed in Schedule 4, and including any variations to that list made prior to the Transfer Date in accordance with 3.33.
- (ssss) “**WSMC**” means the Waste Sites Management Committee referred to in section 6.72.

Interpretation of this Agreement

- 1.2 The Parties agree that any rule of legal interpretation to the effect that any ambiguity is to be resolved in favour of any particular Party will not apply in interpreting this Agreement.

Entire Agreement

- 1.3 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

Headings and Internal References

- 1.4 The headings used in this Agreement and its division into chapters, sections, subsections, paragraphs, schedules and other subdivisions do not affect its interpretation. Unless the context otherwise requires, references in this Agreement to chapters, sections, subsections, paragraphs, schedules and other subdivisions are to those parts of this Agreement.

- 1.5 The following schedules are attached hereto and form part of this Agreement with the exception of schedules 5, 6, 15 and 18 which do not form part of this Agreement:

- | | |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Schedule 1 | - List of Settlement Agreements; |
| Schedule 2 | - List of GNWT Obligations Under Settlement Agreements; |
| Schedule 3 | - List of Interim Agreements; |
| Schedule 4 | - Inventory of Exclusions from Transfer of Administration and Control; |
| Schedule 5 | - Bilateral Agreement Among the GNWT And Aboriginal Parties; |
| Schedule 6 | - Agreement for Coordination and Cooperation in the Management and Administration of Petroleum Resources in the Inuvialuit Settlement Region; |
| Schedule 7 | - Inventory of Sites; |
| Schedule 8 | - Waste Sites Management Committee (WSMC); |
| Schedule 9 | - List of Federal Buildings to be Transferred; |
| Schedule 10 | - Leases to be Assigned to the GNWT; |
| Schedule 11 | - List of One-Time Transitional Activities; |

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- Schedule 12 - One-Time Transitional Funds for the GNWT;
- Schedule 13 - List of One-Time Transitional Activities for Aboriginal Parties;
- Schedule 14 - One-Time Transitional Funding Provided to the Aboriginal Parties;
- Schedule 15 - Devolution Implementation Plan;
- Schedule 16 - Line of Delimitation;
- Schedule 17 - Notices and Communications; and
- Schedule 18 - Northwest Territories Resource Revenue Sharing Agreement.

Reference to Statute

- 1.6 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

Number

- 1.7 Unless the context requires otherwise, words importing the singular number include the plural and *vice versa*.

Use of Term “Including”

- 1.8 Where this Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”

Reference to a Party

- 1.9 A reference to one or more Parties in a provision of this Agreement shall not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

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Dominion Water Power Act

1.10 For greater certainty, nothing in this Agreement shall be construed so as to prevent the application of the *Dominion Water Power Act* (Canada) on land under the administration and control of Canada after the Transfer Date.

Disputes

1.11 In the event of a dispute between any of the Parties in respect of the interpretation, application or implementation of this Agreement, the Parties agree to explore resolution of the dispute through negotiation or other dispute resolution procedures before resorting to litigation.

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CHAPTER 2 GENERAL PROVISIONS

Constitution of Canada

- 2.1 Nothing in this Agreement shall be construed so as to affect in any manner the Constitution of Canada.
- 2.2 Nothing in this Agreement shall be construed so as to give the Legislature greater powers than are given to legislatures of the provinces under sections 92, 92A and 95 of the *Constitution Act, 1867*, with respect to similar classes of subjects described in those sections.
- 2.3 The Legislature will not have the authority to make laws in relation to matters within class 24 of section 91 of the *Constitution Act, 1867*, except to the extent that such authority is:
- (a) provided to the Legislature by federal Legislation for the purposes of implementing land claim or self-government agreements; or
 - (b) already given to the Legislature on the date this Agreement is signed.

Paramountcy

- 2.4 Nothing in this Agreement shall be construed so as to prevent an Act of Parliament from prevailing over territorial Legislation to the extent of any conflict between them.

Aboriginal Rights and Interests¹

- 2.5 Nothing in this Agreement shall be construed so as to abrogate or derogate from, or to limit or restrict:
- (a) any existing Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982* including any such right under Treaty 8 or Treaty 11;
 - (b) any fiduciary duty or obligation of the Crown to the Aboriginal peoples of Canada, including any obligation arising from the Constitution of Canada; or

¹ Following consultation the Parties will consider the need for any additional provisions in respect of rights under section 35 of the *Constitution Act, 1982*.

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- (c) any executive, prerogative or statutory powers or any legislative authority of Canada, the Parliament of Canada, the GNWT, or the Legislative Assembly of the Northwest Territories, as the case may be, to affect any right referred to in subsection 2.5(a) or arising from any duty or obligation referred to in subsection 2.5(b), in a manner consistent with the Constitution of Canada.
- 2.6 This Agreement shall not delay, impair or impede any current negotiations processes among the Aboriginal peoples of the Northwest Territories, Canada and the GNWT or the commencement of such processes and the settlement of such negotiations shall remain a priority of Canada, the GNWT and the Aboriginal Party to such negotiations.
- 2.7 Nothing in this Agreement shall be construed as an admission or acknowledgement by the Crown as to the existence, nature or scope of any Aboriginal or treaty right of Aboriginal peoples of Canada, or of any fiduciary duty or obligation, or any other constitutional obligation to Aboriginal peoples of Canada.
- 2.8 Nothing in this Agreement shall be construed so as to preclude any person from advocating before the courts any position on the existence, nature or scope of any Aboriginal or treaty right of Aboriginal peoples of Canada, or of any fiduciary obligation, or any other constitutional obligation to the Aboriginal peoples of Canada.

Land Protection Measures

- 2.9 Subject to section 2.10, nothing in this Agreement shall be construed so as to affect any Interim Agreement in place as of the Transfer Date.
- 2.10 The GNWT shall assume the obligations of Canada under an Interim Agreement respecting land and resource management in the Northwest Territories where such obligations relate to the responsibilities devolved under this Agreement.
- 2.11 Public Lands and rights in respect of Waters that are subject to withdrawal and prohibition orders at the Transfer Date, including interim measures arrangements, shall be subject to similar withdrawal and prohibition orders after the Transfer Date pursuant to applicable Legislation.

Settlement Agreements

- 2.12 Where a final agreement as contemplated by the Dehcho, Akaitcho, or Northwest Territory Métis Nation (South Slave Métis) framework agreements is

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concluded and brought into effect following the signing of this Agreement, the list of Settlement Agreements in Schedule 1 shall be amended to include such final agreement.

- 2.13 Canada and the GNWT may agree to amend the list of Settlement Agreements in Schedule 1 to this Agreement to include an agreement other than one referred to in section 2.12.
- 2.14 As of the Transfer Date the GNWT shall be responsible for those responsibilities under Settlement Agreements set out in Schedule 2.
- 2.15 Notwithstanding section 2.14, the listing in Schedule 2 of the responsibilities that the GNWT will carry out or perform in relation to the IFA does not affect the obligations of Canada under the IFA.

Northwest Territories Oil and Gas Accord

- 2.16 To the extent that the provisions of this Agreement relate to Oil and Gas resources such provisions constitute a component of, but not the entire, Northwest Territories Oil and Gas Accord referred to in Annex I-C-25 of the North American Free Trade Agreement. For greater certainty, the conclusion of this component of the Northwest Territories Oil and Gas Accord is without prejudice to the conclusion of other components relating to subject-matters originally contemplated as being included in such Accord but not settled in this Agreement, including, Oil and Gas resources offshore and in Nunavut.

Indemnities

- 2.17 The GNWT shall indemnify Canada, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against Canada, or any of its employees or agents, arising out of any acts or omissions of the GNWT, its employees or agents, occurring:
- (a) after the Transfer Date, in respect of land under the administration and control of the Commissioner, except Commissioner's Lands;
 - (b) after the Transfer Date, in respect of Existing Interests;
 - (c) after the Transfer Date, in respect of rights in respect of Waters;
 - (d) in respect of any security assigned to the GNWT pursuant to this Agreement;

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- (e) in respect of Records copied, loaned or transferred pursuant to this Agreement, unless such an act or omission is required pursuant to this Agreement; or
 - (f) in respect of Remediation performed pursuant to this Agreement.
- 2.18 The GNWT shall indemnify Canada against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against Canada arising out of a failure by the GNWT to meet its obligations under this Agreement in respect of any federal employee.
- 2.19 Canada shall indemnify the GNWT, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against the GNWT, or any of its employees or agents, arising out of any acts or omissions of Canada, its employees or agents, occurring:
 - (a) in respect of Public Lands or any land the administration and control of which is transferred by Canada to the Commissioner after the Transfer Date, where the act or omission occurred prior to the date the Commissioner received the administration and control of the land;
 - (b) prior to the Transfer Date, in respect of Existing Interests;
 - (c) prior to the Transfer Date, in respect of rights in respect of Waters;
 - (d) in respect of the taking of administration and control of land from the Commissioner pursuant to section 3.38 or the making of a prohibition order pursuant to section 3.40 or 3.41;
 - (e) in respect of any security required to be assigned to the GNWT pursuant to this Agreement;
 - (f) in respect of records transferred to the GNWT pursuant to this Agreement; or
 - (g) in respect of Remediation performed pursuant to this Agreement.
- 2.20 Canada shall indemnify an Aboriginal Party, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against that Aboriginal Party or any of its employees or agents, arising out of any acts or omissions of Canada,

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its employees or agents, occurring in respect of Remediation performed pursuant to this Agreement on that Aboriginal Party's Settlement Lands.

- 2.21 Canada, the GNWT or an Aboriginal Party, or any of their employees or agents, shall not be entitled to be indemnified under 2.17 to 2.20 if the claim, action or proceeding was settled out of court without the written consent of the Party that is required to provide the indemnity referred to in each of these sections.

Appropriation of Funds

- 2.22 Canada's obligations to pay any amount pursuant to this Agreement are at all times subject to the appropriation of funds by the Parliament of Canada.
- 2.23 The GNWT's obligations to pay any amount pursuant to this Agreement are at all times subject to the appropriation of funds by the Legislature.

No Benefits

- 2.24 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise from it.

Other Programs

- 2.25 Nothing in this Agreement shall preclude a person from being eligible to participate in any federal or territorial programs, inclusive of the financial benefits related to such programs, in accordance with applicable program criteria, as such programs may exist from time to time.
- 2.26 Nothing in this Agreement shall affect the eligibility of an Aboriginal government or organization and the GNWT to receive and benefit from federal programs, grants and contributions related to land and resource management in accordance with applicable program criteria, as such programs, grants and contributions may exist from time to time.

Definition of the Northwest Territories

- 2.27 Nothing in this Agreement shall be construed so as to alter, or require the alteration of, the definition of the "**Territories**" as established in the *Northwest Territories Act* (Canada).

Approval and Coming into Effect of this Agreement

2.28 This Agreement takes effect upon the signing hereof by an authorized representative of Canada, the GNWT, the IRC, the NWTMN, the SSI, the GTC and the Tłıchǫ Government.

Addition of Parties to this Agreement

2.29 Prior to the first anniversary of the Transfer Date, any of the following Aboriginal Organizations may become a Party by having its authorized representative sign this Agreement:

(a) the Akaitcho Territory Government; and

(b) the Dehcho First Nations,

and upon the signing of this Agreement by its authorized representative this Agreement shall be deemed approved by and be binding upon such Aboriginal Organization.

2.30 Following the first anniversary of the Transfer Date, upon the consent of Canada and the GNWT either of the Aboriginal Organizations set out in subsection 2.29(a) or, 2.29(b) may become a Party by having its authorized representative sign this Agreement and upon the signing of this Agreement by its authorized representative this Agreement shall be deemed approved by and be binding upon such Aboriginal Organization.

2.31 Upon the consent of Canada and the GNWT, any Aboriginal Organization which is not referred to in section 2.29 may become a Party by having its authorized representative sign this Agreement and upon the signing of this Agreement by its authorized representative this Agreement shall be deemed approved by and be binding upon such Aboriginal Organization.

Governing Law

2.32 This Agreement shall be governed and construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable in the Northwest Territories.

Jurisdiction

2.33 The Supreme Court of the Northwest Territories shall have jurisdiction in respect of any action or proceeding arising out of this Agreement.

- 2.34 Nothing in section 2.33 shall be construed so as to limit the jurisdiction of any other court, including the Federal Court of Canada, as such jurisdiction may be set forth from time to time in Legislation establishing such a court.

Conflict of Provisions

- 2.35 If there is an inconsistency or conflict between a provision of this Agreement and a provision of a schedule to this Agreement, the provision of this Agreement shall prevail.

Conflict with Land Claims Agreements or Self-Government Agreements

- 2.36 In the event of an inconsistency or conflict between this Agreement and a Settlement Agreement, a Self-Government Agreement or a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*, the Settlement Agreement, Self-Government Agreement or land claims agreement shall prevail to the extent of the inconsistency or conflict.

Further Assurances

- 2.37 The Parties shall with reasonable diligence do all things and provide such further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

Calculation of Time

- 2.38 Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

Severability

- 2.39 Unless otherwise determined by a court of competent jurisdiction, if any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.
- 2.40 If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall make their best efforts to amend the Agreement to remedy or replace the provision having regard to the intent expressed in the provision.

Waiver

- 2.41 No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

Amendment

- 2.42 Except where otherwise provided in this Agreement, the provisions of this Agreement may be amended by the written agreement of the Parties.

Counterparts

- 2.43 This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one single document. Counterparts may be transmitted by facsimile transmission or in electronically scanned form and each such transmitted counterpart shall be deemed to be an original. Parties transmitting by facsimile transmission or electronically shall also deliver an original counterpart to the other Parties, but failure to do so does not invalidate this Agreement.

Notices and Communications

- 2.44 Any notice to be given or communication made to a Party pursuant to this Agreement shall be in writing and shall be effectively given or made if delivered (i) personally, either to the individual designated in Schedule 17 for such Party, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out in Schedule 17; (ii) by fax, or (iii) by electronic mail, at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name set out in Schedule 17 or at or to such other address or electronic mail address for a Party as such Party from time to time designates to the other Parties in the same manner.
- 2.45 A notice or communication will be considered to have been effectively given or made:
- (a) if delivered by hand during business hours on a Business Day, upon receipt by the individual designated in Schedule 17 for that Party, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out in Schedule 17, and if not delivered during business hours, upon the commencement of business on the next Business Day;

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- (b) if sent by facsimile transmission on the day of transmission if that day is a Business Day and the transmission was made before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day; or
- (c) if sent by electronic mail, on the day the sender receives delivery notification by return electronic mail, if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

Languages of this Agreement

- 2.46 This Agreement has been made in both the English and French languages and each of the English and French language versions of this Agreement are equally authoritative in accordance with the *Official Languages Act* (Canada).

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CHAPTER 3 TRANSFER OF RESPONSIBILITIES

Administration and Control of Public Lands and Rights in Respect of Waters

- 3.1 As of the Transfer Date the Commissioner shall have the administration and control of Public Lands and of rights in respect of Waters.
- 3.2 Notwithstanding the transfer under section 3.1, Public Lands and rights in respect of Waters belonging to Her Majesty in right of Canada at the Transfer Date shall continue to belong to Her Majesty in right of Canada.

Existing Rights

- 3.3 The transfer of the administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to section 3.1 shall not:
- (a) affect any existing right or interest or trust, including any Existing Interest, in respect of Public Lands; or
 - (b) affect any existing right, including any Existing Interest, in respect of Waters.

Exercise of Administration and Control

- 3.4 The administration of Public Lands and rights in respect of Waters by the Commissioner shall be exercised in a manner consistent with the terms and conditions of this Agreement and in a manner consistent with the terms and conditions of any agreement between the GNWT and any Aboriginal Party related to the administration of Public Lands and rights in respect of Waters.
- 3.5 Nothing in this Agreement shall be construed so as to affect any jurisdiction of Canada in respect of:
- (a) offshore marine areas;
 - (b) fish and fish habitat in both offshore marine areas and Onshore freshwater areas; or
 - (c) offshore resources, including Oil and Gas.
- 3.6 Without limiting the generality of section 3.1, as of the Transfer Date, the Commissioner may, subject to the terms and conditions of this Agreement, use, sell or otherwise dispose of the entire or any lesser interest in Public Lands and retain the proceeds of their use, sale or disposition, and may

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exercise rights in respect of Waters, or sell or otherwise dispose of them and retain the proceeds of their exercise, sale or disposition.

3.7 As soon as is practicable after this Agreement is signed by the Parties, Canada shall introduce into Parliament and support as a government measure Legislation necessary to:

- (a) repeal and replace or amend the *Northwest Territories Act* (Canada) in order to provide:
 - (i) that the Legislature has the authority to make laws in relation to Public Lands, Waters, and the disposition of any right or interest in Public Lands or of any right in respect of Waters; and
 - (ii) that the Commissioner has the administration and control of Public Lands and of rights in respect of Waters;
- (b) repeal the *Northwest Territories Reindeer Regulations* and the *Northwest Territories Archaeological Sites Regulations* made under the *Northwest Territories Act* (Canada);
- (c) repeal the *Northwest Territories Waters Act* (Canada) and any regulations made under that Act;
- (d) repeal the *Northwest Territories Surface Rights Board Act* (Canada), and any regulations made under that Act, if such legislation is enacted by Parliament prior to the Transfer Date;
- (e) make the *Territorial Lands Act* (Canada), and any regulations made under that Act, inapplicable in respect of Public Lands;
- (f) make the *Canada Oil and Gas Operations Act* (Canada), the *Canada Petroleum Resources Act* (Canada), and any regulations made under those Acts, inapplicable in respect of Public Lands except to the extent that application of such Legislation to Public Lands may be necessary pursuant to subsection 3.7(g);
- (g) ensure that the *Canada Oil and Gas Operations Act* (Canada), the *Canada Petroleum Resources Act* (Canada) and any necessary provisions of the *National Energy Board Act* (Canada), or other federal Legislation, provide for:
 - (i) the unitization of straddling resources in the manner set out in the agreement referred to in section 5.5;

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- (ii) the protection of confidential information provided by Canada or third parties pursuant to, or in furtherance of, the agreement referred to in section 5.5; and
 - (iii) the role of the NEB under territorial Legislation as described in section 3.12.
- (h) provide that the consent of Canada is required for any amendment to territorial Legislation that would affect the unitization of straddling resources referred to in the agreement referred to in section 5.5 or limit the application to, or implementation by, the GNWT of such agreement;
- (i) provide that, during the initial term of 20 years set out in subsection 3.6(a) of the agreement referred to section 5.5, the consent of Canada is required for any amendment to territorial Legislation that would affect the regulatory functions of the National Energy Board in the ISR within the Onshore;
- (j) provide for transitional matters and to give legislative effect to aspects of this Agreement; and
- (k) make consequential amendments to federal Legislation as required.

3.8 The Legislation referred to in section 3.7 shall provide that:

- (a) a federal Minister shall have sole authority to exercise the powers and functions set out in paragraphs 3.8(a)(i) to 3.8(a)(iii), below, in respect of water licences under the territorial Legislation referred to in subsection 3.11(a) which substantially mirrors the *Northwest Territories Waters Act* (Canada) where such water licence is for an appurtenant undertaking described in one or more of paragraphs 3.8(b)(i), 3.8(b)(ii) or 3.8(b)(iii):
- (i) where the water licence referred to in subsection 3.8(a) is a Type A water licence, the approval of the issuance of such Type A water licence;
 - (ii) the approval of the form, and the holding, of any security posted in respect of water licences referred to in subsection 3.8(a);
 - (iii) the exercise of the powers referred to in section 39 of the *Northwest Territories Waters Act* (Canada), as that provision read immediately prior to the Transfer Date, in respect of land use permits or water licences referred to in subsection 3.8(a);

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- (iv) the issuance of a policy direction to a board in respect of water licences referred to in subsection 3.8(a);
 - (v) the designation of inspectors in respect of water licences referred to in subsection 3.8(a); and
 - (vi) the provision to inspectors designated under paragraph 3.8(a)(v) of the authority to exercise the powers referred to in section 37 of the *Northwest Territories Waters Act* (Canada), as that provision read immediately prior to the Transfer Date;
- (b) appurtenant undertakings:
- (i) related to Remediation performed by, or on behalf of, Canada pursuant to this Agreement;
 - (ii) related to Remediation performed by, or on behalf of, Canada in respect of an Excepted Waste Site;
 - (iii) on lands under the administration and control of Canada; and
- (c) Canada shall, to the same extent as the GNWT had such right under the *Northwest Territories Waters Act* (Canada) immediately prior to the Transfer Date, have the right to nominate members to the water board established by the territorial Legislation referred to in subsection 3.11(a) which substantially mirrors the *Northwest Territories Waters Act* (Canada).

3.9 The Legislation referred to in section 3.7 shall provide that:

- (a) the Legislature may make laws in relation to:
- (i) the exploration for non-renewable natural resources in the Onshore;
 - (ii) the development, conservation and management of non-renewable natural resources in the Onshore, including laws in relation to the rate of primary production from those resources;
 - (iii) oil and gas pipelines located entirely within the Onshore;
 - (iv) the development, conservation and management of sites and facilities in the Onshore for the generation and production of electrical energy;

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- (v) the export, from the Onshore to another part of Canada, of the primary production from non-renewable natural resources in the Onshore, and of electrical energy generated or produced from facilities in the Onshore; and
 - (vi) the raising of money by any mode of taxation in respect of non-renewable natural resources in the Onshore and the primary production from those resources and in respect of sites and facilities referred to in paragraph 3.9(a)(iv) and the production of electrical energy from them;
 - (b) laws made in relation to the matters referred to in paragraph 3.9(a)(v) may not authorize or provide for discrimination in prices or in supplies exported;
 - (c) laws made in relation to the matters referred to in paragraph 3.9(a)(vi) may not authorize or provide for taxation that differentiates between production that is not exported and production that is exported to another part of Canada; and
 - (d) the Legislature may not make laws in respect of the right to the use and flow of waters for the production or generation of water-power to which the *Dominion Water Power Act* (Canada) applies.
- 3.10 Canada shall, unless otherwise agreed by the Parties, recommend to Parliament that the Legislation referred to in section 3.7 come into force on the first day of April.
- 3.11 Prior to the Transfer Date, the GNWT shall introduce into the Legislature and support as a government measure Legislation that:
- (a) substantially mirrors the federal Legislation repealed or made inapplicable to Public Lands pursuant to section 3.7, and any provisions of the *National Energy Board Act* (Canada) necessary for the National Energy Board to act as regulator in the ISR within the Onshore;
 - (b) provides for transitional matters and gives legislative effect to aspects of this Agreement; and
 - (c) makes consequential amendments to other territorial Legislation as required.
- 3.12 The territorial Legislation referred to in subsection 3.11(a) which substantially mirrors the *Canada Oil and Gas Operations Act* (Canada), the *Canada*

Petroleum Resources Act (Canada) and any necessary provisions of the *National Energy Board Act*, shall provide that with respect to the ISR within the Onshore the NEB shall continue to carry out the same regulatory functions in respect of Oil and Gas under such mirroring territorial Legislation as the NEB carried out such role under the *Canada Oil and Gas Operations Act (Canada)* and the *Canada Petroleum Resources Act (Canada)* and any necessary provisions of the *National Energy Board Act* immediately prior to the Transfer Date.

- 3.13 For greater certainty, the territorial Legislation referred to in subsection 3.11(a) shall mirror the benefits plans provisions of the *Canada Oil and Gas Operations Act (Canada)* and the *Canada Petroleum Resources Act (Canada)*, which provisions require benefit plans as contemplated in section 22.2 of the Sahtu Agreement.
- 3.14 If, while the agreement referred to in section 5.5 is in force and effect, Canada amends the *Canada Oil and Gas Operations Act (Canada)*, the *Canada Petroleum Resources Act (Canada)* or any necessary provisions of the *National Energy Board Act (Canada)* mirrored in territorial Legislation pursuant to subsection 3.11(a) in respect of the ISR within the Onshore, the GNWT shall introduce into the Legislature and support as a government measure Legislation that substantially mirrors such amendment.
- 3.15 Section 3.14 does not apply with respect to matters in respect of which Canada's consent is not required pursuant to subsection 3.7(h) or 3.7(i).
- 3.16 The GNWT shall recommend to the Legislative Assembly of the Northwest Territories that the Legislation referred to in section 3.11 come into force upon the coming into force of the federal Legislation referred to in section 3.7.

MVRMA Transition

- 3.17 Prior to the Transfer Date, Canada shall by instrument of delegation issued pursuant to section 4 of the *Mackenzie Valley Resource Management Act (Canada)* delegate to a territorial Minister, with effect as of the Transfer Date, the following functions of the federal Minister:
- (a) the approval of the issuance of Type A water licences, except where the water licence is in respect of an appurtenant undertaking which is:
 - (i) related to Remediation performed by, or on behalf of, Canada pursuant to this Agreement;

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- (ii) related to Remediation performed by, or on behalf of, Canada in respect of an Excepted Waste Site; or
 - (iii) on lands under the administration and control of Canada;
- (b) the approval of the form, and the holding, of any security posted in respect of land use permits or water licences, except where the land use permits or water licences are in respect of an appurtenant undertaking which is:
 - (i) related to Remediation performed by, or on behalf of, Canada pursuant to this Agreement;
 - (ii) related to Remediation performed by, or on behalf of, Canada in respect of an Excepted Waste Site; or
 - (iii) on lands under the administration and control of Canada;
- (c) the designation of inspectors except in respect of:
 - (i) Remediation performed by, or on behalf of, Canada pursuant to this Agreement;
 - (ii) Remediation performed by, or on behalf of, Canada in respect of an Excepted Waste Site; or
 - (iii) lands under the administration and control of Canada;
- (d) subject to subsection 3.17(e), the following functions in relation to the environmental assessment processes in Part 5 of the *Mackenzie Valley Resource Management Act* (Canada):
 - (i) the receipt of reports from the Mackenzie Valley Environmental Impact Review Board and the distribution of such reports;
 - (ii) the participation in decisions made in consideration of reports referred to in paragraph 3.17(d)(i) and the distribution of such decisions;
- (e) the functions delegated to a territorial Minister pursuant to subsection 3.17(d) shall not include functions of the federal Minister in relation to:
 - (i) a development which is in respect of Remediation performed by, or on behalf of, Canada pursuant to this Agreement or in respect of an Excepted Waste Site;

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- (ii) a development which is in whole or in part on lands under the administration and control of Canada;
 - (iii) the determination that a development is in the national interest or the environmental impact review of such development;
 - (iv) the determination that an environmental impact review is necessary for a development which is partly within the Mackenzie Valley and partly outside the Mackenzie Valley and functions in respect of such review; or
 - (v) the determination that an environmental impact review is necessary for a development which is likely to have a significant adverse impact on the environment outside the Mackenzie Valley and functions in respect of such review; and
 - (f) the functions relating to cumulative impact monitoring and the conduct of an environmental audit in Part 6 of the *Mackenzie Valley Resource Management Act* (Canada).
- 3.18 No earlier than the fifth anniversary of the Transfer Date, the Parties shall conduct a review of the provisions of this Agreement respecting the *Mackenzie Valley Resource Management Act* (Canada). As soon as is practicable after such fifth anniversary of the Transfer Date, the Parties shall commence negotiations to develop terms for such review as mutually agreed by the Parties, which terms may include a review by an independent third party mutually agreed to by the Parties. Such review shall be carried out in accordance with the terms agreed to by the Parties.
- 3.19 Notwithstanding the review pursuant to section 3.18, unless otherwise determined by Canada, the *Mackenzie Valley Resource Management Act* (Canada), or successor federal Legislation, shall continue to fully provide for and govern the role and mandate of the Mackenzie Valley Environmental Impact Review Board and the environmental assessment processes currently in the *Mackenzie Valley Resource Management Act* (Canada) including those matters provided for, immediately prior to the Transfer Date, in the provisions of Part 5 of the *Mackenzie Valley Resource Management Act* (Canada) and the following regulations:
- (a) the Exemptions List Regulations;
 - (b) the Period for Entering into an Agreement for the Purpose of Jointly Establishing a Review Panel Regulations; and
 - (c) the Preliminary Screening Requirement Regulations.

Offshore Oil and Gas Management

- 3.20 Canada and the GNWT, with the participation of the Inuvialuit Regional Corporation, shall commence negotiations for the management of Oil and Gas resources in the Beaufort Sea, and other northern offshore areas as may be agreed, including Oil and Gas resource revenue sharing and the timing of the commencement of any such revenue sharing, no later than the earlier of:
- (a) such time as Canada commences negotiations with Yukon for the management of Oil and Gas resources in the Beaufort Sea; or
 - (b) sixty days after the signing of this Agreement.
- 3.21 Any resource revenue received by the GNWT in respect of Oil and Gas resources in the Beaufort Sea, and other northern offshore areas as may be agreed, shall be shared among the GNWT and Aboriginal Parties in accordance with a formula for the sharing of resource revenue as agreed to by the GNWT and Aboriginal Parties.

Services in Official Languages

- 3.22 As of the Transfer Date, in respect of programs and services provided by the GNWT as a result of this Agreement, any member of the public will have the right to communicate with, and receive available services from, the GNWT in an official language of the Northwest Territories in accordance with the *Official Languages Act* (NWT).

Existing Interests

- 3.23 Subject to sections 3.24, 3.25 and 3.26 any Existing Interests shall be administered and governed as of the Transfer Date in accordance with territorial Legislation.
- 3.24 As of the Transfer Date, a law of the Legislature may only provide for additional conditions in respect of the exercise of an Existing Interest if the law applies to the same extent to Existing Interests as to similar rights and interests issued, granted or secured under territorial Legislation.
- 3.25 Subject to section 3.26 and as of the Transfer Date, a law of the Legislature may only provide for the cancellation, suspension or limitation of an Existing Interest where:
- (a) immediately prior to the Transfer Date, the Existing Interest could have been cancelled, suspended or limited in identical circumstances; or

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- (b) the cancellation, suspension or limitation is for a failure to comply with a condition in respect of the exercise of the Existing Interest and the law applies to the same extent to the Existing Interest as to similar rights and interests issued, granted or secured under territorial Legislation.
- 3.26 A law of the Legislature may not provide for the cancellation, suspension or limitation of an Existing Interest pursuant to subsection 3.25(b), where the Existing Interest is a right or interest, which arose from:
- (a) a recorded claim, a lease of a recorded claim or a prospecting permit granted pursuant to the *Northwest Territories and Nunavut Mining Regulations* (Canada); or
 - (b) an “interest” within the meaning of section 2 of the *Canada Petroleum Resources Act* (Canada).
- 3.27 An Existing Interest shall continue in full force and effect:
- (a) until the Existing Interest expires or is surrendered;
 - (b) unless the holder of the Existing Interest and the GNWT agree that the Existing Interest be cancelled and replaced by a right or interest provided by the GNWT;
 - (c) unless the Existing Interest is an Encumbering Right, and the holder of the Existing Interest and an Aboriginal Organization agree that that Existing Interest be cancelled pursuant to the terms of a Settlement Agreement;
 - (d) unless the Existing Interest or any right under it is limited, suspended or cancelled pursuant to a law of the Legislature in accordance with section 3.25; or
 - (e) unless the Existing Interest is expropriated and the right holder is compensated pursuant to territorial Legislation.

Access to Land

- 3.28 The GNWT shall grant Canada access to Public Lands and Waters to allow Canada to fulfil its commitments under this Agreement and to fulfil any of Canada’s other responsibilities in the Northwest Territories.

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- 3.29 The access referred to in section 3.28 shall be at no charge to Canada and shall not require any expenditure of monies or incurrence of expense by the GNWT.

Inventory of Exclusions

- 3.30 Schedule 4 to this Agreement sets out an inventory and description of lands and rights in respect of Waters, or interests therein, including beds of bodies of water, Minerals, Oil, Gas, buildings other than Listed Federal Buildings, structures, improvements and other fixtures, on, above or below the surface of the lands, that shall be excluded from the transfer of administration and control to the Commissioner referred to in section 3.1.
- 3.31 If, within five years following the Transfer Date, it is determined by Canada that any Public Lands or rights in respect of Waters not included in Schedule 4 to this Agreement were, on the Transfer Date, required for the purposes of a Federal Department or a Federal Agent Corporation, the Commissioner shall, upon request of such Federal Department or Federal Agent Corporation, relinquish to Canada the administration and control of those Public Lands or rights in respect of Water to Canada for the benefit of that Federal Department or Federal Agent Corporation.
- 3.32 Prior to the Transfer Date, Canada shall make best efforts to replace any parcel descriptions referring to sketch maps within Schedule 4 with metes and bounds or better land descriptions.
- 3.33 At any time prior to the Transfer Date, Canada shall provide to the other Parties any variations to the inventory of exclusions in Schedule 4 which Canada may have varied for the purpose of:
- (a) replacing the land description of a parcel contained in Schedule 4 with a more accurate land description, including any such replacement pursuant to section 3.32;
 - (b) adding any land or rights in respect of Waters not included in Schedule 4 which is required for the purposes of a Federal Department or is under the administration of a Federal Agent Corporation;
 - (c) modifying the land description of a parcel that was not accurately described in Schedule 4 so that it corresponds to the parcel which is dedicated to the purposes of a Federal Department or is under the administration of a Federal Agent Corporation; or

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- (d) deleting a parcel listed in Schedule 4 not dedicated to the purposes of a Federal Department or not under the administration of a Federal Agent Corporation.

3.34 As of the Transfer Date, Schedule 4, as varied by Canada pursuant to section 3.33, will constitute the inventory of exclusions for the purposes of this Agreement.

Reservation by Notation

3.35 Any Public Lands or rights in respect of Waters that immediately prior to the Transfer Date are reserved in the federal property records of the Northwest Territories land administration office of DIAND for the use of any Federal Department or Federal Agent Corporation, shall be reserved by the GNWT by making entries in its property records with effect as of the Transfer Date.

3.36 Upon the request of a Federal Department or Federal Agent Corporation for which Public Lands or rights in respect of Waters are reserved pursuant to section 3.35, the Commissioner shall relinquish administration and control of such Public Lands or rights in respect of Water to Canada for the benefit of that Federal Department or Federal Agent Corporation.

Consultation Prior to Relinquishment

3.37 Prior to the request to the Commissioner for the relinquishment of administration and control referred to in section 3.30, 3.36, or 6.40 Canada shall:

- (a) identify to the GNWT and any affected Aboriginal Party the intended use of the land to be relinquished; and
- (b) Consult with the GNWT and any such affected Aboriginal Party, on the boundaries and quantum of the land to be relinquished.

Taking of Administration and Control by Canada

3.38 The Governor in Council may take from the Commissioner the administration and control of any lands or rights in respect of waters where Canada determines it is necessary to do so for:

- (a) the national interest, including:
 - (i) national defence or security;

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- (ii) the establishment, or changes to the boundaries, of a national park, national park reserve, national historic site or other area protected under an Act of Parliament; or
 - (iii) the creation of the infrastructure required for initiatives in respect of transportation or energy;
 - (b) the fulfillment of an obligation in respect of an Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982*; or
 - (c) the settlement of an Aboriginal land claim or the implementation of an Aboriginal land claim agreement, Settlement Agreement, treaty or Self-Government Agreement.
- 3.39 Prior to the taking of administration and control of lands or rights in respect of waters from the Commissioner pursuant to section 3.38, Canada shall:
 - (a) identify to the GNWT and any affected Aboriginal Party,
 - (i) the purpose for which the lands are being taken and the location and quantum of land being taken; and
 - (ii) the purpose for which the rights in respect of waters are being taken and the location of the waters subject to the taking; and
 - (b) except in cases involving national defence or security, Consult with the GNWT and any affected Aboriginal Party on the boundaries of lands and the location of the waters subject to the taking.
- 3.40 The Governor in Council may prohibit the issuance of interests or the authorization of activities, under territorial Legislation, in or on lands under the administration and control of the Commissioner, if Canada considers that such prohibition is required:
 - (a) before the administration and control of land is taken by Canada pursuant to subsection 3.38(a) or (b); or
 - (b) for the settlement of an Aboriginal land claim, including for the purposes of an interim measure pending the settlement of a land claim, or the implementation of an Aboriginal land claim agreement, Settlement Agreement, treaty or Self-Government Agreement.
- 3.41 The Governor in Council may prohibit any use of Waters or the deposit of waste into Waters if Canada considers that:

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- (a) such use of Waters, or such deposit of waste into Waters, would be incompatible with or would interfere with a particular undertaking which is in the national interest; or
 - (b) the prohibition is required for the settlement of an Aboriginal land claim, including for the purposes of an interim measure pending the settlement of a land claim, or the implementation of an Aboriginal land claim agreement, Settlement Agreement, treaty or Self-Government Agreement.

3.42 Prior to making a prohibition referred to in sections 3.40 or 3.41, Canada shall:

 - (a) notify the GNWT and any affected Aboriginal Party of the proposed prohibition and Consult with the GNWT and any affected Aboriginal Party regarding:
 - (i) the boundaries and quantum of land to be subject to the proposed prohibition;
 - (ii) the location of Waters to be subject to the proposed prohibition; and
 - (iii) the interests or activities for which the issuance or authorization would be prohibited; and
 - (b) notify the public of the proposed prohibition and consider representations received within a reasonable time following such notice.

3.43 The relinquishment of the administration and control by the Commissioner, the taking of administration and control of lands and rights in respect of Waters by Canada, the prohibition of the issuance of interests in land or of the authorization of activities thereon, and the prohibition of any use of Waters or deposit of waste into Waters shall, subject to section 3.44, be without expenditures of monies by, or compensation to, the GNWT.

3.44 Where Canada takes, or has relinquished to it, administration and control of lands pursuant to sections 3.30, 3.36, 3.38, or 6.42, Canada shall compensate the GNWT for any improvements made by the GNWT to such lands.

3.45 As soon as practicable after the taking or relinquishment referred to in section 3.44, Canada and the GNWT shall attempt to reach agreement on the amount of any compensation associated with such taking or relinquishment.

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- 3.46 Where Canada and the GNWT and Canada are unable to reach agreement on the amount of compensation referred to in section 3.44, Canada and the GNWT shall refer the matter to an agreed upon Appraisal Expert.
- 3.47 Upon receipt of the referral referred to in section 3.46 the Appraisal Expert shall determine the Improvement Value and this amount shall be the compensation referred to in section 3.44.
- 3.48 Lands and rights in respect of Waters:
- (a) relinquished to Canada pursuant to sections 3.30, 3.36 or 6.42; or
 - (b) taken back by Canada pursuant to section 3.38
- shall be subject to any third party interests, including Existing Interests.

Norman Wells Oil Field

- 3.49 Subject to section 3.51, but notwithstanding any other provision of this Agreement, none of Canada's right, title or interest in the Norman Wells Proven Area, the Proven Area Agreement, any other agreement or lease related to the Norman Wells Proven Area, any trust or other funds related to the Norman Wells Proven Area or the Proven Area Agreement or any revenues derived from any of the foregoing, shall be transferred to the GNWT as part of or pursuant to this Agreement.
- 3.50 The Norman Wells Proven Area shall be excluded from the transfer of administration and control referred to in section 3.1 and shall be included in the inventory of exclusions referred to in section 3.34.
- 3.51 Canada shall pay to the GNWT the Norman Wells Royalty.
- 3.52 Subject to the terms of the Proven Area Agreement and any trust or other agreement related to the Proven Area Agreement, in the event the Norman Wells Proven Area becomes an Abandoned Site which Canada is legally responsible to Remediate, the WSMC shall provide advice and recommendations to Canada pursuant to the terms of reference for the WSMC set out in Schedule 8, *mutatis mutandis*. For such purposes the participating members of the WSMC shall be Canada, the GNWT and SSI.
- 3.53 Nothing in this Agreement shall be construed as an admission or acknowledgement by any of the Parties in respect of any current or future liability or responsibility with regard to the Remediation of the Norman Wells Proven Area.

Future Transfers to the Commissioner

3.54 Subject to the agreement of the GNWT, where Canada determines it no longer requires lands or rights in respect of Waters referred to in sections 3.30, 3.36 or 3.38 and the list in Schedule 4 to this Agreement, Canada may transfer administration and control of those lands or rights in respect of Waters to the Commissioner.

Security

3.55 Canada and the GNWT shall cause, through assignment of rights from Canada to the GNWT, or as otherwise may be agreed, every security held in relation to Existing Interests to be available to be administered by the GNWT as of the Transfer Date.

Receivables, Payables, Royalties, Rentals and Dues

3.56 Canada shall:

- (a) be responsible for all NAO-related accounts payable which are in respect of a time frame prior to the Transfer Date, including accounts for goods and services purchased, leased or obtained by other arrangements; and
- (b) receive from the GNWT any NAO-related account receivable, royalty, rental, due, fee or other charge that is in respect of the time period prior to the Transfer Date.

3.57 Canada shall remit to the GNWT any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, in relation to Public Lands and rights in respect of Waters that Canada receives and which is in respect of the time frame following the Transfer Date.

Procedures for Collection and Reconciliation of Accounts

3.58 As of the Transfer Date, any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, payable to Canada by the holder of an Existing Interest is payable to the GNWT pursuant to territorial Legislation.

3.59 Where the GNWT collects any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, from the holder of an Existing Interest and in relation to a period beginning prior to the Transfer Date and ending after the Transfer Date, the GNWT shall remit to Canada a portion of such royalty, rental, dues, fee, or charge in proportion to the length of that period extending prior to the Transfer Date.

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- 3.60 Where Canada collects any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, from the holder of an Existing Interest and in relation to a period beginning prior to the Transfer Date and ending after the Transfer Date, Canada shall remit to the GNWT a portion of such royalty, rental, dues, fee, or charge in proportion to the length of that period extending after the Transfer Date.

Applications

- 3.61 The GNWT or another body as the case may be shall, in accordance with territorial Legislation, process and dispose of any application made pursuant to federal Legislation repealed pursuant to section 3.7 where that application has not been disposed of prior to the Transfer Date.
- 3.62 For the purposes of territorial Legislation, an application referred to in section 3.61 shall be deemed to have been made on the date it was made under federal Legislation.
- 3.63 On the Transfer Date, Canada shall transfer to the GNWT:
- (a) any land use fee it holds with respect to any application referred to in section 3.61 made for a land use permit pursuant to federal Legislation; and
 - (b) any deposit it holds with respect to any application referred to in section 3.61 made for a water licence pursuant to federal Legislation.

Board Membership

- 3.64 Transitional provisions of the territorial Legislation referred to in section 3.11 shall provide for the continuity and composition of any board established under the federal Legislation repealed pursuant to section 3.7.

Proceedings and Enforcement

- 3.65 Canada shall remain responsible for enforcement actions commenced by Canada prior to the Transfer Date under federal Legislation which is repealed or replaced upon the Transfer Date as a result of this Agreement, which are before a court, but not yet resolved at the Transfer Date.
- 3.66 As of the Transfer Date, the GNWT shall be responsible for determining whether to commence or continue enforcement actions under federal Legislation which is repealed or replaced upon the Transfer Date as a result of this Agreement, other than those referred to in section 3.65.

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CHAPTER 4 POST-DEVOLUTION RESOURCE MANAGEMENT

Post-Devolution Resource Management

- 4.1 For the purposes of this Chapter, “**Aboriginal Party**” means a party, other than the GNWT, to the intergovernmental agreement referred to in section 4.3.
- 4.2 For the purpose of this Chapter “**management of Public Lands and Settlement Lands and rights in respect of Waters**” means the management of:
- (a) those forms of natural resources on, in or under Public Lands and Waters, which natural resources are subject to the transfer of administration and control in section 3.1; and
 - (b) the same forms of natural resources described in subsection 4.2(a), which natural resources are located on, in or under Settlement Lands.
- 4.3 Attached as Schedule 5 to this Agreement is an intergovernmental agreement among the GNWT and Aboriginal Parties, setting out a government to government relationship, which provides for mechanisms for coordination and cooperation with respect to the management of Public Lands and Settlement Lands and rights in respect of Waters.
- 4.4 Nothing in this Chapter 4 shall be construed so as to preclude the GNWT and an Aboriginal Party from entering into agreements respecting the management of Public Lands and Settlement Lands and rights in respect of Waters.
- 4.5 Nothing in this Chapter 4 or any agreement referred to in either section 4.3 or 4.4 shall be construed so as to create or give rise to any obligation on Canada.

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CHAPTER 5
ADMINISTRATION OF OIL AND GAS RESOURCES AMONG ONSHORE AND
OFFSHORE JURISDICTIONS IN THE ISR

- 5.1 In this Chapter 5 “**parties**” means Canada, the GNWT and IRC and “**party**” means any one of them.
- 5.2 The parties acknowledge that:
- (a) it is in the interest of good governance, sound Oil and Gas resource management and sustainable development, to make provision for coordination and cooperation between the respective post-devolution jurisdictions in respect of Oil and Gas resource management and administration in the ISR, particularly in areas where Oil and Gas resources straddle, or potentially straddle, the Onshore and the offshore; and
 - (b) coordination and cooperation among Onshore and offshore Oil and Gas jurisdictions in the ISR is desirable to provide for the orderly development of Oil and Gas resources, particularly in areas where Oil and Gas resources straddle, or potentially straddle, the Onshore and the offshore.
- 5.3 The parties shall Consult with each other with regard to the development of, or changes to, the respective Oil and Gas policies or Legislation of Canada or the GNWT and, in the case of the IRC, its policies and procedures of a similar order, applicable in the ISR, including, without limiting the generality of the foregoing, with regard to:
- (a) rights issuance processes;
 - (b) the regulation of operations relating to Oil and Gas exploration, development, production and transportation; and
 - (c) royalty regimes.
- 5.4 The parties shall conduct such joint or coordinated public consultations as they may mutually consider appropriate from time to time, seeking input from industry, other stakeholders and other members of the public, with regard to the proposed development of, or changes to, their respective Oil and Gas policies, procedures or Legislation applicable in the ISR.
- 5.5 In addition to and in furtherance of the acknowledgements and obligations set out in sections 5.2 to 5.4 the parties have executed and delivered at the time of the execution and delivery of this Agreement the “**Agreement for Coordination and**

Cooperation in the Management and Administration of Petroleum Resources in the Inuvialuit Settlement Region” an executed copy of which agreement is attached as Schedule 6.

- 5.6 Nothing in this Chapter 5 or the agreement referred to in section 5.5 shall be construed so as to create or give rise to any obligation on any Party other than a party defined in section 5.1.
- 5.7 Provisions in this Chapter 5, except section 5.6, may be amended from time to time by the written agreement of the parties. In the event of any such amendment the parties shall deliver notice of such amendment to the other Parties within 15 days of the date of such amendment.

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CHAPTER 6 WASTE SITES

Meaning of Settlement Lands for the Purposes of this Chapter

6.1 For the purposes of this Chapter 6, “**Settlement Lands**” means lands in the Northwest Territories the title to which is vested in an Aboriginal Party pursuant to the terms of a Settlement Agreement.

Responsibility for Waste Sites

6.2 Nothing in this Agreement shall affect any liability, obligation or responsibility of any person, other than the Parties, for the Management of any Waste Site.

6.3 Notwithstanding any term of this Agreement, Canada shall not be responsible for the Remediation of any Alteration which is the result of activities conducted by, or on behalf of, the GNWT or an Aboriginal Party.

6.4 Subject at all times to the express provisions of this Chapter 6, the allocation of responsibility for the Management of Waste Sites among the Parties pursuant to this Agreement is based upon the following principles:

- (a) Canada is responsible for the Management of Waste Sites on Public Lands which were wholly created prior to the Transfer Date;
- (b) the GNWT is responsible for the Management of Waste Sites on Public Lands which were wholly created after the Transfer Date;
- (c) the responsibility for the Management of Waste Sites on Settlement Lands is, subject to the terms of any Settlement Agreement, as follows:
 - (i) Waste Sites on Public Lands wholly created before the Transfer Date and before the date such lands became Settlement Lands are the responsibility of Canada other than those that are or become Remediated Sites;
 - (ii) Waste Sites on Settlement Lands wholly created before the Transfer Date that result from an Encumbering Right are the responsibility of Canada other than those that are or become Remediated Sites;
 - (iii) Waste Sites on Settlement Lands wholly created after the Transfer Date that result from an Encumbering Right are the responsibility of the GNWT;

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- (iv) Waste Sites on Public Lands wholly created after the Transfer Date and before the date such lands became Settlement Lands are the responsibility of the GNWT;
- (v) Waste Sites on Commissioner's Lands wholly created before the date such lands became Settlement Lands are the responsibility of the GNWT; and
- (vi) subject to sections 6.4(c)(ii), 6.4(c)(iii) and 6.5, Waste Sites on Settlement Lands wholly created after the date such lands became Settlement Lands are the responsibility of the Aboriginal Party that owns such Settlement Lands.

6.5 Notwithstanding any term of this Agreement, the GNWT shall be responsible for the Remediation of any Alteration on an Abandoned Site resulting from any development or project which had an Operator on the Transfer Date:

- (a) where the original approval of the development or project was or has been subject to:
 - (i) an environmental assessment panel review under the Environmental Assessment and Review Process Guideline Order, June 21, 1984;
 - (ii) an assessment by a review panel or a joint review panel, or a comprehensive study pursuant to the *Canadian Environmental Assessment Act* (Canada);
 - (iii) an environmental assessment, an assessment by a review panel or a joint review panel, pursuant to the *Canadian Environmental Assessment Act (2012)* (Canada);
 - (iv) an environmental assessment or an environmental impact review or joint review pursuant to the *Mackenzie Valley Resource Management Act* (Canada); or
 - (v) a review pursuant to the Inuvialuit Final Agreement by the Review Board established pursuant to Section 11.(22) of that agreement;
- (b) which was approved pursuant to Parts 3 or 4 of the *Mackenzie Valley Resource Management Act* (Canada), if applicable to that development or project;

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- (c) in respect of which security in the amounts determined in the processes pursuant to subsection 6.5(a) or 6.5(b) above has been posted; and
- (d) which is in material compliance with applicable laws, regulations, permits and licences related to emissions, land use or water use,

and such sites are identified and listed in Part A of the Inventory of Sites.

6.6 Prior to the Transfer Date, the Inventory of Sites may be varied in the following manner:

- (a) Canada shall add a site to Part A (Released Sites) where that site:
 - (i) meets the criteria of subsections 6.5(a) to (d);
 - (ii) is a site comprised of Alterations which are the result of activities conducted by, or on behalf of, the GNWT or an Aboriginal Party; or
 - (iii) is an Operating Site where the Operator is the GNWT or an Aboriginal Party or a person acting on their behalf;
- (b) Canada shall remove a site from Part A (Released Sites) where that site does not meet the criteria of paragraph 6.6(a)(i), 6.6(a)(ii), or 6.6(a)(iii);
- (c) Canada may add a site to Part B (Remediated Sites) or Part D (Sites Requiring Remediation);
- (d) Canada shall add to Part D (Sites Requiring Remediation) any site that becomes a Site Requiring Remediation prior to the Transfer Date;
- (e) Canada may add a site to or remove a site from Part E (Operating Sites);
- (f) where Canada and the GNWT agree to do so, a site may be added or removed from Part C (Excepted Waste Sites); and
- (g) any other change to the Inventory of Sites may be made where the Parties agree to do so.

6.7 Canada shall Consult the other Parties with regard to any proposed change to the Inventory of Sites referred to in subsections 6.6(a) to 6.6(e).

- 6.8 Canada and the GNWT shall Consult the Aboriginal Parties with regard to any proposed change to the Inventory of Sites referred to in subsection 6.6(f).
- 6.9 As soon as practicable after the Transfer Date, Canada shall provide to the other Parties a final Inventory of Sites consisting of Part A (Released Sites), Part B (Remediated Sites), Part C (Excepted Waste Sites), Part D (Sites Requiring Remediation), and Part E (Operating Sites) which shall include any changes made pursuant to section 6.6.

Operating Sites

- 6.10 Canada shall be deemed to be immediately released from any obligation in respect of any Operating Site and such site shall be a Released Site as of the earlier of:
- (a) the extension or renewal of any lease, licence, permit or other right or interest in respect of an Operating Site existing as of the Transfer Date where the GNWT or an Aboriginal Party, as the case may be, had the authority not to extend or renew such lease, license, permit or other right or interest; or
 - (b) the fifth anniversary of the Transfer Date.
- 6.11 Subject to 6.10, where an Operating Site on Public Lands becomes:
- (a) an Abandoned Site; or
 - (b) there is an Insolvency Event in respect of the Operating Site which results in that Operating Site becoming an Abandoned Site
- then, upon that site becoming an Abandoned Site (an “**Abandoned Operating Site**”), Canada’s responsibility in respect of Remediation at such Abandoned Operating Site shall be determined pursuant to sections 6.22 to 6.36.
- 6.12 The GNWT shall diligently pursue all reasonable means (including legal means) available to it to recover any debt owed to it or to realize any proceeds available to it in proceedings in the course of an Insolvency Event in respect of an Operating Site or an Abandoned Operating Site.
- 6.13 The GNWT shall as soon as practicable pay to Canada an amount equal to any debts recovered or proceeds realized by the GNWT in respect of an Abandoned Operating Site which are attributable to an Alteration Requiring Remediation at that Abandoned Operating Site for which Canada is responsible pursuant to this Agreement, less any direct costs incurred by the GNWT in recovering such debt or realizing on such proceeds.

- 6.14 The GNWT shall as soon as is practicable pay to Canada an amount equal to any security assigned to the GNWT pursuant to section 3.55 and relating to remediation obligations in respect of an Abandoned Operating Site which has been determined to be a New Site Requiring Remediation pursuant to section 6.26, 6.27 or 6.32.

Excepted Waste Sites

- 6.15 Responsibility for Management of Waste Sites created after the date such lands became Settlement Lands as a result of the exercise of rights in respect of Minerals, Oil or Gas granted by Canada or the GNWT on those lands where title to the Minerals, Oil or Gas are not vested in an Aboriginal Party pursuant to a Settlement Agreement, shall not be determined pursuant to this Agreement and shall be determined pursuant to separate negotiations between the Aboriginal Party that owns such Settlement Lands and Canada or the GNWT, as the case may be.
- 6.16 Where, prior to the Transfer Date, Minerals, Oil or Gas on Commissioner's Lands were under the administration and control of Canada and rights in respect of Minerals, Oil or Gas were issued by Canada and exercised by the holder of such rights, responsibility for the Management of such Waste Sites shall not be determined pursuant to this Agreement and shall be determined pursuant to separate negotiations between Canada and the GNWT.
- 6.17 The separate negotiations referred to in sections 6.15 and 6.16 in respect of sites listed in Part C of the Inventory of Sites on the Transfer Date shall commence as soon as is practicable following the Transfer Date and in any event no later than 18 months following the Transfer Date. The separate negotiations in respect of Excepted Waste Sites not listed in Part C of the Inventory of Sites on the Transfer Date shall commence as soon as is practicable following the mutual identification of such sites as Excepted Waste Sites by the relevant Parties.
- 6.18 The Parties acknowledge that responsibility for the Remediation of Waste Sites at the former Giant Mine is subject to the Cooperation Agreement Respecting the Giant Mine Remediation Project dated March 15, 2005 made between Canada and the GNWT and that the subsurface of the Giant Mine site shall be excluded from the transfer of administration and control referred to in section 3.1 and shall be included in the inventory of exclusions referred to in section 3.34.

Standards

- 6.19 Remediation for which Canada is responsible under this Agreement shall be based on those standards in federal Legislation in respect of a hazard to the environment or human health or safety, which exist at the time such Remediation is performed.
- 6.20 Where no applicable standards referred to in section 6.19 exist at the time Remediation for which Canada is responsible is performed, such Remediation shall, at the discretion of Canada, be based on any or a combination of standards in respect of a hazard to the environment or human health or safety:
- (a) set out in territorial Legislation as such standards exist at the time such Remediation is performed; or
 - (b) set out in the CCME Guidelines in conjunction with the risk assessment framework set out in such guidelines; or
 - (c) as may be agreed between Canada, the GNWT and, where the Remediation is in respect of Settlement Lands, any affected Aboriginal Party.
- 6.21 Canada and the GNWT shall Consult each other and any affected Aboriginal Party, prior to introducing Legislation to adopt or vary a standard referred to in section 6.19 or subsection 6.20(a), as the case may be.

Rights to Assert Remediation Required

- 6.22 After the Transfer Date, the GNWT may assert in respect of any Abandoned Operating Site or Abandoned Oil and Gas Sump or Well Site on Public Lands that there is an Alteration Requiring Remediation at such site and the GNWT shall provide evidence to Canada in support of this assertion.
- 6.23 After the Transfer Date, in respect of any Abandoned Operating Site or Abandoned Oil and Gas Sump or Well Site on Settlement Lands, the Aboriginal Party that owns such Settlement Lands may assert that there is an Alteration Requiring Remediation at such site and the Aboriginal Party shall provide evidence to Canada in support of this assertion.
- 6.24 The evidence required from the GNWT or an Aboriginal Party pursuant to section 6.22 or 6.23, as the case may be, shall include a completed phase I and II Environmental Site Assessment pursuant to the then current Canadian Standards Association standards for such assessments.

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- 6.25 Canada's responsibility to Remediate any Alteration Requiring Remediation at any Abandoned Operating Site or Abandoned Oil and Gas Sump or Well Site asserted by the GNWT or an Aboriginal Party pursuant to section 6.22 or 6.23, as the case may be, shall be subject at all times to demonstration by the GNWT or the Aboriginal Party, as the case may be, that it has diligently pursued all reasonable means available to allocate responsibility for such Remediation to a person other than Canada including an Operator or a former Operator.
- 6.26 Canada shall review the evidence provided pursuant to section 6.22 and Consult with the GNWT regarding this evidence and the assertion of the GNWT referred to in section 6.22, following which Canada shall determine that:
- (a) the Abandoned Operating Site is a New Site Requiring Remediation where:
 - (i) Canada is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
 - (ii) Canada is satisfied that the GNWT has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator; or
 - (b) an Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation where:
 - (i) Canada is of the opinion that the Oil and Gas Sump, the Oil and Gas Well, or both, as the case may be, existed at such site on Public Lands prior to the Transfer Date and there is an Alteration Requiring Remediation at the site which is attributable to such Oil and Gas Sump, such Oil and Gas Well, or both such sump and well, as the case may be; and
 - (ii) Canada is satisfied that the GNWT has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator.
- 6.27 Canada shall review the evidence provided pursuant to section 6.23 and Consult with the Aboriginal Party regarding this evidence and the assertion of

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the Aboriginal Party referred to section 6.23, following which Canada shall determine that:

- (a) the Abandoned Operating Site is a New Site Requiring Remediation where:
 - (i) Canada is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to both the date on which the lands became Settlement Lands and the Transfer Date; and
 - (ii) Canada is satisfied that the Aboriginal Party has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator; or
 - (b) an Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation where:
 - (i) Canada is of the opinion that the Oil and Gas Sump, the Oil and Gas Well, or both, as the case may be, existed at such site on Public Lands prior to both the date on which the lands became Settlement Lands and the Transfer Date and there is an Alteration Requiring Remediation at the site which is attributable to such Oil and Gas Sump, such Oil and Gas Well, or both such sump and well, as the case may be; and
 - (ii) Canada is satisfied that the Aboriginal Party has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator.
- 6.28 Canada shall notify the GNWT or the Aboriginal Party of its determination pursuant to section 6.26 or 6.27, as the case may be, that an Abandoned Operating Site, or an Abandoned Oil and Gas Sump or Well Site is, or is not, a New Site Requiring Remediation.
- 6.29 Where Canada determines pursuant to section 6.26 or 6.27 that an Abandoned Operating Site or Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.

Disputes as to Whether Remediation Required

- 6.30 Where Canada determines pursuant to section 6.26 or 6.27 that an Abandoned Operating Site or Abandoned Oil and Gas Sump or Well Site is not a New Site Requiring Remediation, and either the GNWT or the Aboriginal Party, as the case may be, does not agree with Canada's determination, the GNWT or the Aboriginal Party may refer the matter for resolution pursuant to the process set out in sections 6.31 to 6.36.
- 6.31 A dispute resolution panel shall be constituted of three members, selected as follows:
- (a) one representative selected by the GNWT or the Aboriginal Party, as the case may be, challenging Canada's determination;
 - (b) one representative selected by Canada; and
 - (c) one independent expert qualified by education and experience to review such determination mutually selected by Canada and the GNWT or Canada and the Aboriginal Party, as the case may be.
- 6.32 In the case of a matter referred for resolution by the GNWT pursuant to section 6.30, the dispute resolution panel shall review relevant evidence and the submissions of the Parties to the dispute regarding the Abandoned Operating Site or the Abandoned Oil and Gas Sump or Well Site, and shall determine that:
- (a) the Abandoned Operating Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
 - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
 - (ii) the GNWT has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator; or
 - (b) the Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
 - (i) the Oil and Gas Sump, the Oil and Gas Well, or both, as the case may be, existed at such site on Public Lands prior to the Transfer Date and there is an Alteration Requiring Remediation

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at the site which is attributable to such Oil and Gas Sump, or Oil and Gas Well, or both such sump and well, as the case may be; and

- (ii) the GNWT has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator.

6.33 In the case of a matter referred for resolution by an Aboriginal Party pursuant to section 6.30, the dispute resolution panel shall review relevant evidence and the submissions of the parties to the dispute regarding the Abandoned Operating Site or the Abandoned Oil and Gas Sump Site, and shall determine that:

- (a) the Abandoned Operating Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
 - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to both the date on which the lands became Settlement Lands and the Transfer Date; and
 - (ii) that the Aboriginal Party has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than Canada, including an Operator or a former Operator; or
- (b) the Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
 - (i) the Oil and Gas Sump, the Oil and Gas Well, or both, as the case may be, existed at such site on Public Lands prior to both the date on which the lands became Settlement Lands and the Transfer Date and there is an Alteration Requiring Remediation at the site which is attributable to such Oil and Gas Sump, or Oil and Gas Well, or both such sump and well, as the case may be; and
 - (ii) the Aboriginal Party has met the obligation in section 6.25 to diligently pursue all reasonable means available to allocate responsibility for Remediation of such Alteration Requiring

Remediation to a person other than Canada, including an Operator or a former Operator.

- 6.34 Where the dispute resolution panel determines pursuant to section 6.32 or 6.33 that an Abandoned Operating Site or an Abandoned Oil and Gas Sump or Well Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.
- 6.35 The independent expert referred to in section 6.31(c) shall notify Canada and the GNWT or Canada and the Aboriginal Party, as the case may be, of the determination of the dispute resolution panel pursuant to section 6.32 or 6.33.
- 6.36 Each party to the dispute shall pay for its own costs and the costs of the representative selected by such party pursuant to section 6.31(a) or 6.31(b), as the case may be, and shall share equally the costs associated with the independent expert selected pursuant to section 6.31(c).

New Sites Requiring Remediation

- 6.37 Except as otherwise provided in this Agreement, at each New Site Requiring Remediation Canada shall be responsible for the Remediation of any Alteration Requiring Remediation which existed:
- (a) on Public Lands prior to the Transfer Date; or
 - (b) on Public Lands prior to both:
 - (i) the date on which such Public Lands became Settlement Lands; and
 - (ii) the Transfer Date.
- 6.38 Notwithstanding section 6.37, where an Abandoned Oil and Gas Sump or Well Site is determined to be a New Site Requiring Remediation pursuant to section 6.26(b), 6.27(b), 6.32(b), or 6.33(b), Canada shall only be responsible for the Remediation of any Alteration Requiring Remediation which is attributable to such Oil and Gas Sump or Oil and Gas Well, or both such sump and well, as the case may be.
- 6.39 Notwithstanding section 6.37, Canada shall not be required to Remediate any Alteration at any New Site Requiring Remediation where, after the Transfer Date, the GNWT or an Aboriginal Party could reasonably have taken measures that would have prevented the Alteration from becoming an Alteration Requiring Remediation.

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- 6.40 If it is determined pursuant to section 6.26, 6.32 or 6.61 that an Abandoned Operating Site, an Abandoned Oil and Gas Sump or Well Site, or a Remediated Site is a New Site Requiring Remediation on Public Lands, then Canada may request, in writing, that the Commissioner relinquish to Canada the administration and control of such New Site Requiring Remediation.
- 6.41 The written request referred to in section 6.40 shall describe the boundary of the site that Canada is requesting the Commissioner to relinquish, which boundary shall encompass the Alterations Requiring Remediation and, where practicable, be based on any existing mineral claims or other existing grants of right.
- 6.42 The Commissioner shall relinquish to Canada the administration and control of a New Site Requiring Remediation within 180 days from the date of the request referred to in section 6.40 in respect of such site, failing which Canada shall be deemed to be immediately released of any further obligation in respect of that site and the site shall be a Released Site.

Sites Requiring Remediation

- 6.43 All Sites Requiring Remediation listed in Part D of the Inventory of Sites at the Transfer Date shall be excluded from the transfer of administration and control referred to in section 3.1 and shall be included in the inventory of exclusions referred to in section 3.34.
- 6.44 Except as otherwise provided in this Agreement, Canada shall be responsible for the Remediation of any Alteration Requiring Remediation at each Site Requiring Remediation.

Remediated Sites

- 6.45 Upon completion of the Remediation of all of the Alterations Requiring Remediation at a Site Requiring Remediation or a New Site Requiring Remediation, such site shall be a Remediated Site.
- 6.46 Upon completion of the Remediation referred to in section 6.45, Canada shall provide to the GNWT and any affected Aboriginal Party a report detailing:
- (a) the location of the site;
 - (b) the nature of any Alteration so Remediated;
 - (c) the measures undertaken to Remediate such Alteration; and

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- (d) recommendations in respect of for ongoing Management of Remediation features, if any.

Transfer of Sites to Commissioner

- 6.47 Subject to the agreement of the GNWT, where a Remediated Site is situated on lands under the administration and control of Canada, Canada may transfer the administration and control of such Remediated Site to the Commissioner and, notwithstanding such transfer, the site shall continue to be a Remediated Site.
- 6.48 At any time following the Transfer Date, the GNWT may request of Canada in writing that Canada transfer to the Commissioner administration and control of any Site Requiring Remediation, any New Site Requiring Remediation or any Remediated Site. Upon receipt of such request Canada may, in its sole discretion, transfer administration and control of the site to the Commissioner and such site shall, from and after the date of such transfer, be a Released Site.

Non-Issuance of Rights

- 6.49 Upon request from Canada, the GNWT shall prohibit the issuance of any interests or the authorization of the conduct of any activities or operations under territorial Legislation at any New Site Requiring Remediation where Canada determines that such prohibition is required:
 - (a) to carry out or to minimize any Remediation required at that site; or
 - (b) to prevent any aggravation of any Alteration Requiring Remediation at that site.
- 6.50 Such prohibition shall remain in effect at least until Canada notifies the GNWT that all Alterations Requiring Remediation at the site have been Remediated.

Releases

- 6.51 Following the Transfer Date, Canada shall be released of any responsibility for Remediation in respect of:
 - (a) Released Sites; and
 - (b) Remediated Sites, subject to the warranty referred to in sections 6.55 and 6.56.

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- 6.52 If the GNWT does not comply with a request by Canada for a prohibition pursuant to section 6.49 within 90 days, or the GNWT does not cause the prohibition to remain in effect until Canada notifies the GNWT that all Alterations Requiring Remediation at the site have been Remediated and such failure on the part of the GNWT to maintain the prohibition results in further Alterations at that site, Canada shall be deemed to be immediately released of any further obligation in respect of that Waste Site and such site shall be a Released Site.
- 6.53 Where the GNWT or any Aboriginal Party grants, issues, or renews any lease, license, permit or other right or interest or authorizes or conducts any activity which results in a material interference with any Remediation obligation of Canada at a site pursuant to this Chapter 6, Canada shall be deemed to be immediately released of any further Remediation obligation in relation to that site and such site shall be a Released Site.
- 6.54 Section 6.53 shall not apply to a renewal referred to in section 6.53 in the circumstances that the GNWT or an Aboriginal Party, as the case may be, had no authority to refuse such renewal.

Warranty

- 6.55 Canada warrants in respect of any Remediated Site on Public Lands that as at the date the administration and control of such site was transferred to the Commissioner, all Alterations Requiring Remediation which existed on Public Lands at such Remediated Site prior to the Transfer Date have been Remediated in accordance with the Standards and Remediation processes applicable to such Alterations at the time the Remediation was carried out.
- 6.56 Canada warrants in respect of any Remediated Site on Settlement Lands that all Alterations Requiring Remediation which existed on Public Lands prior to both:
- (a) the date on which the lands became Settlement Lands; and
 - (b) the Transfer Date,
- have been Remediated in accordance with the Standards and Remediation processes applicable to such Alterations at the time when the Remediation was carried out.
- 6.57 The warranty referred to in sections 6.55 and 6.56 shall no longer apply where and to the extent that the GNWT or any Aboriginal Party:

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- (a) grants or issues any lease, licence, permit or other right or interest, or authorizes or conducts any activity, in respect of a Remediated Site, or any part thereof, which result in a material adverse effect to the condition of a Remediated Site, or any part thereof; or
 - (b) unauthorized activities have occurred from and after the Transfer Date which result in a material adverse effect to the condition of a Remediated Site, or any part thereof.
- 6.58 Canada shall not be required to Remediate any Alteration in respect of which the warranty in section 6.55 or 6.56 does not apply, including pursuant to section 6.57.
- 6.59 Where the GNWT believes that the condition of a Remediated Site does not meet the warranty set out in section 6.55, the GNWT shall, prior to seeking any other redress, request that Canada determine that the site is a New Site Requiring Remediation.
- 6.60 Where an Aboriginal Party believes that the condition of a Remediated Site on its Settlement Land does not meet the warranty set out in section 6.56, the Aboriginal Party shall, prior to seeking any other redress, request that Canada determine that the site is a New Site Requiring Remediation.
- 6.61 Where Canada receives a request pursuant to section 6.59 or 6.60 Canada shall determine that the site is a New Site Requiring Remediation if Canada is of the opinion that the condition of the site does not meet the warranty set out in section 6.55 or 6.56, as the case may be.

Access by Canada

- 6.62 Canada shall have the right to access Public Lands and Waters and the right to use natural resources in or on Public Lands in order to fulfill its responsibilities in respect of this Chapter 6.
- 6.63 Canada shall have the right to access or use Settlement Lands of an Aboriginal Party and Waters overlying such lands, and the right to use natural resources in or on such lands, in order to fulfill its responsibilities in respect of this Chapter 6 provided, for greater certainty:
- (a) that such access, use or occupancy by Canada in the case of the Settlement Lands subject to the Sahtu Agreement shall be pursuant to section 21.3.1 of the Sahtu Agreement; and
 - (b) SSI hereby acknowledges and agrees that any access, use or occupancy of lands, Waters or natural resources by Canada in order

to fulfill any of its responsibilities pursuant to this Chapter 6 in respect of the Settlement Lands subject to the Sahtu Agreement shall be on the terms agreed between Canada and SSI and set out in this Chapter 6 and not subject to any other terms nor to any other or further negotiations between Canada and SSI pursuant to the provisions of section 21.3.2 of the Sahtu Agreement, nor subject to arbitration pursuant to the provisions of section 21.3.2 of the Sahtu Agreement.

- 6.64 Except as may otherwise be agreed by Canada and the GNWT or by Canada and an Aboriginal Party, as the case may be, there shall be no rental, fee, charge or other compensation payable by Canada for the exercise of the right of access or the use of natural resources pursuant to section 6.62 or 6.63 or for any cost incurred by the GNWT or Aboriginal Party, as the case may be, in relation to such natural resources or access.
- 6.65 Subject to section 6.66, prior to the exercise of a right of access or a right to use natural resources pursuant to section 6.62 or 6.63 Canada shall, as soon as is practicable, provide notice thereof to the GNWT or the Aboriginal Party, as the case may be.
- 6.66 Canada shall not be required to provide the notice referred to in section 6.65 where the exercise of a right of access or a right to use natural resources is required on an urgent basis in order to protect human health or safety, property or the environment.
- 6.67 The obligations of Canada under this Agreement in respect of the Remediation of Alterations Requiring Remediation on Public Lands are subject to the right of access to such lands and the right to use natural resources in or on such lands set out in section 6.62.
- 6.68 The obligations of Canada under this Agreement in respect of the Remediation of Alterations Requiring Remediation on Settlement Lands are subject to the right of access to such lands and the right to use natural resources in or on such lands set out in section 6.63.

Economic Opportunities

- 6.69 Canada and the GNWT will endeavour to provide economic opportunities for businesses in the Northwest Territories and Aboriginal businesses related to the Remediation of Waste Sites in accordance with their respective legislation and contracting policies.

Dispute Resolution

6.70 Except as otherwise expressly provided in this Chapter 6, any dispute arising in respect of Waste Sites that the Parties are unable to resolve at a working level, shall be forwarded to a committee of senior officials comprised of one senior official designated by each of Canada and the GNWT and/or any affected Aboriginal Party (as the case may be) for discussion. Such committee of senior officials shall attempt to resolve such disputes.

Security Held on Deposit

6.71 Notwithstanding any other provision in this Agreement, Canada shall retain any security held on deposit at the Transfer Date in respect of a Site Requiring Remediation.

Waste Sites Management Committee

6.72 As soon as is practicable following the Transfer Date, the Parties shall establish a waste sites management committee. The terms of reference for the WSMC are set out in Schedule 8.

6.73 The WSMC shall be established as an intergovernmental committee created to review, discuss and consider, and provide advice and recommendations to Canada in respect of, the Management of Waste Sites for which Canada is legally responsible pursuant to this Chapter 6.

6.74 Canada shall, subject as otherwise set out herein, consider any advice and recommendations of the WSMC, including any dissenting advice and recommendations, before making a decision in respect of any matter contemplated in section 6.73.

6.75 Notwithstanding any provision of this Agreement, all decisions with respect to the Management of Waste Sites by Canada and the prioritization of the Management of Waste Sites and remediation actions pursuant to this Chapter 6, shall be solely the responsibility of Canada.

Other Arrangements

6.76 Nothing in this Chapter 6 shall be construed to preclude Canada, the GNWT or an Aboriginal Party from reaching a separate agreement respecting the Remediation of any Waste Site. Any such separate agreement shall not affect any right of or impose any obligation on any Party not a party to such separate agreement.

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CHAPTER 7 HUMAN RESOURCES

Objective

- 7.1 The objective of this Chapter is to ensure that the GNWT has, as at the Transfer Date, a knowledgeable, experienced and stable workforce that provides a continuity of program and service delivery in respect of the administration of Public Lands and rights in respect of Waters through maximizing the acceptance of job offers from the GNWT by Affected Federal Employees.

Human Resources Cooperation

- 7.2 Canada and the GNWT agree to work cooperatively during the period between the signing of this Agreement and the Transfer Date to ensure the orderly management of human resources matters.
- 7.3 Canada agrees to inform the GNWT of any material organizational changes affecting NAO in the Northwest Territories prior to the Transfer Date.

Offers of Employment

- 7.4 In respect of each indeterminate full-time or part-time employee of Canada to whom Canada will send a Notice of Alternative Delivery Initiative, Canada shall, subject to obtaining the written consent of that employee, provide to the GNWT the most current of the following information in respect of that employee:
- (a) full name;
 - (b) mailing address;
 - (c) social insurance number;
 - (d) marital status;
 - (e) number and birth dates of any dependants;
 - (f) substantive level to which that employee has been appointed, as defined in the *Policy on Terms and Conditions of Employment* (Canada);
 - (g) position title, position number and description of duties and functions of that employee, at that employee's substantive level;

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- (h) location of position;
- (i) full-time or part-time status;
- (j) where the employee is subject to a probationary period immediately prior to the Transfer Date, the date of termination of such probationary period;
- (k) Federal Salary, benefits and allowances;
- (l) hours of work and hourly rated amount;
- (m) amount of supervisory differential, if any;
- (n) amount of salary equalization adjustment, if any;
- (o) amount of environmental allowance, cost of living differential allowance, shelter cost differential allowance, fuel and utilities differential allowance and vacation travel assistance allowance components of the *National Joint Council Isolated Post and Government Housing Directive* (Canada) calculated on the basis of that employee's location and number of dependants;
- (p) compulsory and voluntary deductions; and
- (q) information in the possession of Canada regarding the work experience of the employee, including the most recent copy of that employee's curriculum vitae (résumé) in the possession of Canada.

7.5 The information referred to in section 7.4 shall be provided by Canada to the GNWT on a date agreed upon by Canada and the GNWT, which date shall provide sufficient time for the GNWT to comply with section 7.6.

7.6 No later than six months prior to the Transfer Date, the GNWT shall make a written offer of employment to each employee of Canada in respect of whom Canada has provided information pursuant to section 7.4. Such written offer shall include an offer of the following terms of employment:

- (a) a position the duties and functions of which match as closely as possible the description of duties and functions provided pursuant to subsection 7.4(g) and the location provided pursuant to subsection 7.4(h);

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- (b) where that employee's GNWT Compensation is equal to or greater than that employee's Federal Compensation, an offer of GNWT Compensation;
 - (c) where that employee's GNWT Compensation is less than that employee's Federal Compensation, an offer of GNWT Compensation and a GNWT Transition Allowance the sum of which is equal to or greater than that employee's Federal Compensation;
 - (d) where the employee has full-time indeterminate employment status with Canada, employment with the GNWT as a full-time indeterminate employee; and
 - (e) where the employee has part-time indeterminate employment status with Canada, employment with the GNWT as a part-time indeterminate employee at the same full-time equivalency.
- 7.7 The written offers of employment referred to in section 7.6 shall be delivered by hand or by registered mail to the mailing address of an employee provided to the GNWT pursuant to subsection 7.4(b).
- 7.8 As soon as is practicable after the delivery, pursuant to section 7.7, of the written offers of employment referred to in section 7.6 the GNWT will provide Canada with confirmation of such delivery.
- 7.9 The written offers of employment referred to in section 7.6 shall meet or exceed the requirements of a Type 2 alternative delivery initiative pursuant to Part VII of the *National Joint Council Work Force Adjustment Directive* (Canada) or equivalent provisions of any collective agreement applicable to the Affected Federal Employee receiving such offer.
- 7.10 Canada shall issue, in writing, a Notice of Alternative Delivery Initiative to each employee who receives a GNWT written offer of employment pursuant to section 7.6. Such notice shall be dated the same date as the offer of employment.
- 7.11 The written Notice of Alternative Delivery Initiative referred to in section 7.8 shall be delivered by hand or by registered mail to the mailing address of an employee provided to the GNWT pursuant to subsection 7.4(b).
- 7.12 Each Affected Federal Employee shall have 60 days from the date of receipt of the Notice of Alternative Delivery Initiative to accept, in writing, the written offer of employment referred to in section 7.6.

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- 7.13 As soon as practicable after an Affected Federal Employee accepts the written offer of employment referred to in section 7.6, and not later than 30 days prior to the Transfer Date, Canada shall, subject to obtaining the written consent of that employee, provide to the GNWT:
- (a) a statement of the amount of earned and unused federal vacation leave to be considered for the purposes of section 7.27;
 - (b) the amount of sick leave to be credited to that employee pursuant to section 7.30; and
 - (c) a report of that employee's prior federal service as of immediately prior to the Transfer Date, including continuous federal service, continuous federal employment and federal service relevant for the purpose of calculating vacation leave and vacation pay.
- 7.14 Canada shall advise the GNWT of all changes to the information provided by Canada pursuant to sections 7.4 and 7.13 that occur prior to the Transfer Date as soon as practicable after any such change occurs.
- 7.15 As soon as practicable after the Transfer Date, Canada shall provide the GNWT with a record of pensionable service in respect of each Appointed Employee.
- 7.16 The GNWT shall be entitled to rely on information provided by Canada pursuant to sections 7.4 and 7.13 in meeting its obligations under this Chapter in respect of Affected Federal Employees and Appointed Employees.
- 7.17 The GNWT shall treat the information provided by Canada pursuant to sections 7.4 and 7.13 in accordance with the Access to Information and Protection of Privacy Act (NWT).
- 7.18 Prior to the Transfer Date, the GNWT shall use the information provided by Canada pursuant to sections 7.4 and 7.13 only for the purposes of making the written offers of employment referred to in section 7.6 or for the purposes of creating personnel files for Appointed Employees.
- 7.19 For greater certainty, if an Affected Federal Employee refuses the offer of employment referred to in section 7.6, the GNWT shall protect the confidentiality of information provided by Canada under section 7.4 in respect of that employee by retaining and disposing of such information in accordance with territorial Legislation.

CONTINUITY OF EMPLOYMENT AND BENEFITS

Probationary Period

- 7.20 Subject to section 7.21, an Appointed Employee shall not be subject to a probationary period with respect to the position to which that employee is first appointed by the GNWT.
- 7.21 Where an Appointed Employee is subject to a probationary period immediately prior to the Transfer Date, that employee shall be subject to, with respect to the position to which that employee is first appointed by the GNWT, a probationary period not longer than the remainder of that probationary period as at the Transfer Date.

Anniversary Date and Performance Increments

- 7.22 For the purposes of the GNWT Terms of Employment the anniversary date of an Appointed Employee shall be the Transfer Date.
- 7.23 From and after the Transfer Date, the entitlement of an Appointed Employee to performance increments shall be determined pursuant to the GNWT Terms of Employment.

Vacation Leave and Vacation Pay

- 7.24 From and after the Transfer Date, the entitlement of any Appointed Employee to vacation leave or vacation pay shall be determined pursuant to the GNWT Terms of Employment based on the aggregate of that employee's Federal Service and continuous employment with the GNWT after the Transfer Date.
- 7.25 Notwithstanding section 7.24, the vacation leave or vacation pay accrual rate for an Appointed Employee shall be equal to or greater than the accrual rate to which that employee would be entitled immediately prior to the Transfer Date if that accrual rate were based on the aggregate of that employee's Federal Service and continuous service with the GNWT after the Transfer Date.
- 7.26 On the Transfer Date the GNWT shall provide one year's entitlement of vacation leave, calculated in accordance with section 7.24, to an Appointed Employee.
- 7.27 On the Transfer Date, in addition to the vacation leave provided pursuant to section 7.26, the GNWT shall credit an Appointed Employee with vacation leave in an amount equal to the lesser of:

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- (a) that employee's earned and unused federal vacation leave credits immediately prior to the Transfer Date; and
- (b) one year's entitlement of vacation leave, calculated in accordance with section 7.24.

7.28 Upon termination of the federal employment of an Appointed Employee, Canada shall pay to that employee any accrued but unused federal vacation leave credits in excess of those referred to in section 7.27.

Pension Plan

7.29 For the purposes of the *Public Service Superannuation Act* (Canada) the employment of an Appointed Employee shall be deemed not to be interrupted by reason of that employee's termination of employment with Canada as a result of this Agreement and, as of the Transfer Date, an Appointed Employee shall be entitled to the provisions of the Public Service Superannuation Plan or any successor plan available to GNWT employees in accordance with the GNWT Terms of Employment.

Sick Leave

7.30 On the Transfer Date, the GNWT shall credit an Appointed Employee with sick leave credits equal to the amount of earned and unused sick leave available to that employee immediately prior to the Transfer Date and that employee shall, as of the Transfer Date, begin to accrue sick leave in accordance with the GNWT Terms of Employment.

Health Care, Dental, Disability, Life Insurance, and other Benefits

7.31 From and after the Transfer Date, an Appointed Employee shall be entitled to participate in and receive the benefit of the health care plan, dental plan, long term and short term disability plans, life insurance plan, death benefits, and other GNWT benefits available to GNWT employees (including mandatory paid leave) subject to and in accordance with the GNWT Terms of Employment.

Waiting Period

7.32 An Appointed Employee's participation in the benefits referred to in section 7.33 shall not be subject to a waiting period unless that employee was subject to a waiting period immediately prior to the Transfer Date, in which case the waiting period shall be no longer than the remainder of that waiting period as at the Transfer Date.

Maternity, Paternity and Adoption Leave Allowances

- 7.33 From and after the Transfer Date, the eligibility of an Appointed Employee for a maternity, paternity or adoption leave allowance shall be determined pursuant to the GNWT Terms of Employment based on the aggregate of that employee's Federal Service and continuous service with the GNWT after the Transfer Date.

Arrangements for Leave Without Pay and Other Assignments

- 7.34 Where an Affected Federal Employee is on leave without pay or other assignment at the time a written offer of employment is made under section 7.6 and such employee wishes to continue such leave or other assignment, such employee shall make a written request for the continuation of that leave without pay or other assignment to the Deputy Head of the GNWT Department in respect of which the written offer of employment under section 7.6 has been made.
- 7.35 The continuation of leave without pay or other assignment shall be subject to approval by the Deputy Head referred to in section 7.34.
- 7.36 An employee shall make the written request referred to in section 7.34 within 20 days of the date of receipt of the written offer of employment made pursuant to section 7.6.
- 7.37 The Deputy Head shall respond to the employee's written request referred to in section 7.34 within 40 days of the date of the written offer of employment made pursuant to section 7.6.

Northern Allowance

- 7.38 From and after the Transfer Date, an Appointed Employee shall be paid a Northern Allowance determined in accordance with the GNWT Terms of Employment.

Compensation

- 7.39 On the Transfer Date, the sum of an Appointed Employee's GNWT Compensation and GNWT Transition Allowance shall be greater than or equal to that employee's Federal Compensation at the date of the written offer of employment referred to in section 7.6, as adjusted pursuant to section 7.40.
- 7.40 The Federal Compensation referred to in section 7.39 shall be adjusted to reflect any change in Federal Compensation that occurs prior to the Transfer Date.

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- 7.41 If an increase to any element of the Federal Compensation which is applicable to an Appointed Employee occurs after the Transfer Date with retroactive effect prior to the Transfer Date, then:
- (a) the Federal Compensation, as adjusted pursuant to section 7.40, of that employee shall be adjusted to reflect the increase and to determine what the Federal Compensation of that employee would have been immediately prior to the Transfer Date; and
 - (b) Canada will pay a lump-sum amount to that employee representing any increase in the Federal Compensation of that employee that corresponds to that employee's period of employment with Canada prior to the Transfer Date;
 - (c) where the Federal Compensation, as adjusted pursuant to subsection 7.41(a), is greater than the sum of the GNWT Compensation and Transition Allowance as at the Transfer Date the GNWT shall:
 - (i) provide or increase, as the case may be, the GNWT Transition Allowance, as of the Transfer Date, so that the sum of the new or adjusted GNWT Transition Allowance and the GNWT Compensation shall be equal to or greater than the Federal Compensation as adjusted pursuant to subsection 7.41(a); and
 - (ii) pay a lump-sum amount to that employee representing the retroactive value of the increase calculated pursuant to paragraph 7.41(c)(i) that corresponds to that employee's period of employment with the GNWT after the Transfer Date and up to the date of such payment.
- 7.42 The lump sum payment to an Appointed Employee pursuant to subsection 7.41(b) shall not include any amount in respect of an increase in the Federal Employer Pension Contribution.

GNWT Transition Allowance

- 7.43 An Appointed Employee shall be entitled to be paid a GNWT Transition Allowance in each of the first five years following the Transfer Date where in any such year the GNWT Compensation is less than the Federal Compensation of such employee as of the Transfer Date, as adjusted where necessary pursuant to section 7.40 or subsection 7.41(a). The amount of the GNWT Transition Allowance in any such year shall be equal to the amount such Federal Compensation is greater than the applicable GNWT Compensation in that year.

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- 7.44 Where an Appointed Employee is entitled to be paid a GNWT Transition Allowance, the full amount of such GNWT Transition Allowance for that year, as adjusted where necessary pursuant to paragraph 7.41(c)(i), shall be paid to that Appointed Employee as a lump sum payment on the first day of the third month following the Transfer Date and thereafter annually on such date in each of the following four years.
- 7.45 Notwithstanding section 7.43, an Appointed Employee shall cease to be entitled to a GNWT Transition Allowance upon that Appointed Employee ceasing to remain in the GNWT position to which that employee was first appointed by the GNWT pursuant to this Agreement.

Salaries

- 7.46 As of the fifth anniversary of the Transfer Date, where an Appointed Employee's GNWT Compensation is less than that employee's Federal Compensation, as adjusted pursuant to section 7.40 or subsection 7.41(a), and that employee has remained in the GNWT position to which that employee was first appointed, that employee's GNWT Salary shall be adjusted to equal the maximum amount of the GNWT Salary range of the GNWT position of that employee and from the date of the adjustment that employee's GNWT Salary shall be determined in accordance with the GNWT Terms of Employment.
- 7.47 Subject to section 7.46, an Appointed Employee's GNWT Salary shall, from and after the Transfer Date, progress through the GNWT Salary range in accordance with the GNWT Terms of Employment.
- 7.48 For greater certainty and notwithstanding any other provision of this Agreement, an Appointed Employee's pensionable GNWT Salary on the Transfer Date shall be no less than the pensionable Federal Salary of that employee immediately prior to the Transfer Date, as adjusted pursuant to section 7.40 or subsection 7.41(a).

Term Employees

- 7.49 Without obligations of any kind on Canada or the GNWT, the GNWT will consider offering employment to Federal Term Employees affected by the transfer of administration and control referred to in section 3.1.

Position Description Review

- 7.50 From and after the Transfer Date, an Appointed Employee shall have any rights to request a review of the evaluation of that employee's position that exist pursuant to and in accordance with GNWT Terms of Employment.

Severance Pay

- 7.51 The GNWT shall have no obligation or liability in respect of any severance pay entitlement of an Appointed Employee in respect of any period prior to the Transfer Date.

GNWT Collective Agreement

- 7.52 The Parties acknowledge that the consent of the parties to the GNWT Collective Agreement is required in respect of any amendments to that agreement which may be required to implement the provisions of this Chapter.

Amendment of Chapter

- 7.53 Provisions in this Chapter 7 may be amended from time to time by the written agreement of Canada and the GNWT. In the event of any such amendment Canada and the GNWT shall deliver notice of such amendment to the other Parties within 15 days of the date of such amendment.

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CHAPTER 8
NAO PROPERTIES, ASSETS, RECORDS, AND CONTRACTS

Federal Buildings

- 8.1 Canada shall transfer to the GNWT, as of the Transfer Date, administration and control of the Listed Federal Buildings in Schedule 9.
- 8.2 Where NAO is the occupant of premises in a Federal Building under the administration and control of DIAND which Federal Building is not a Listed Federal Building, DIAND and the GNWT shall enter into an agreement for occupancy prior to the Transfer Date, which agreement, unless otherwise agreed, shall:
- (a) take effect as of the Transfer Date;
 - (b) provide for the occupancy by the GNWT of the premises which were occupied by NAO prior to the Transfer Date, in respect of responsibilities transferred pursuant to this Agreement;
 - (c) provide for the term for which the agreement shall remain in effect; and
 - (d) provide for terms and conditions of the GNWT's occupancy based on commercial lease practices in respect of similar premises.
- 8.3 Where Canada continues to require premises within a Listed Federal Building for its functions after the Transfer Date, the GNWT shall, upon request by Canada, enter into an agreement for occupancy with Canada, prior to the Transfer Date, which agreement unless otherwise agreed, shall:
- (a) take effect as of the Transfer Date;
 - (b) provide for the occupancy of the premises which were occupied by Canada prior to the Transfer Date;
 - (c) provide for the term for which the agreement shall remain in effect; and
 - (d) provide for terms and conditions of Canada's occupancy based on commercial lease practices in respect of similar premises.
- 8.4 Canada shall provide the GNWT reasonable opportunity to conduct inspections of any Listed Federal Building and such inspections shall be scheduled and conducted in a manner that minimizes disruption to Canada's operations.

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- 8.5 Canada will continue its regular scheduled maintenance of Listed Federal Buildings until the Transfer Date.
- 8.6 In respect of each Listed Federal Building Canada shall, as soon as practicable following the signing of this Agreement, provide the GNWT with a current Phase I Environmental Site Assessment report.
- 8.7 Where any Phase I Environmental Site Assessment referred to in section 8.6 indicates a likelihood of contamination, a higher level Environmental Site Assessment shall be undertaken by Canada and provided to the GNWT as soon as is practicable after receipt of the Phase I Environmental Site Assessment, and in any event no later than the Transfer Date.
- 8.8 Canada shall be responsible for the remediation, in accordance with CCME Guidelines, of any deficiencies identified under an Environmental Site Assessment report referred to in sections 8.6 or 8.7.
- 8.9 Canada shall endeavour to complete the remediation referred to in section 8.8 prior to the Transfer Date. Where such remediation is not completed prior to the Transfer Date, Canada shall:
- (a) complete the remediation as soon as practicable after the Transfer Date; or
 - (b) subject to agreement by the GNWT, pay to the GNWT funds in lieu of Canada completing the remediation referred to in section 8.8.
- 8.10 In respect of each Listed Federal Building that is under the administration and control of Public Works Canada, Canada shall provide the GNWT ongoing funding for:
- (a) payment in lieu of taxes; and
 - (b) operations and maintenance,
- in an amount equal to the amount Public Works Canada was funded for the Listed Federal Building immediately prior to the Transfer Date.

Federal Leaseholds

- 8.11 Canada shall assign to the GNWT, as of the Transfer Date, the leases listed in Schedule 10.
- 8.12 Where:

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- (a) Public Works Canada is a lessee of premises occupied, in whole or in part, by NAO in respect of responsibilities transferred pursuant to this Agreement and the retention of the leasehold interest of Public Works Canada is required, after the Transfer Date, for federal program purposes; or
- (b) a Federal Building under the administration and control of Public Works Canada, which is not a Listed Federal Building, is occupied by NAO in respect of responsibilities transferred pursuant to this Agreement,

then Public Works Canada and the GNWT shall enter into an agreement for occupancy in respect of the GNWT occupancy of such premises.

8.13 Unless otherwise agreed by the GNWT and Public Works Canada, an agreement for occupancy referred to in section 8.12 shall:

- (a) take effect as of the Transfer Date;
- (b) provide for the occupancy by the GNWT of the premises which were occupied by NAO prior to the Transfer Date, in respect of responsibilities transferred pursuant to this Agreement;
- (c) provide for occupancy costs, terms and conditions equivalent to those of the NAO occupancy immediately prior to the Transfer Date; and
- (d) provide for the term for which the agreement shall remain in effect; and
- (e) subject to subsection 8.13(c), provide for other terms and conditions of the GNWT occupancy based on commercial lease practices in respect of similar premises.

Moveable Assets

8.14 Canada shall provide to the GNWT a preliminary list of Moveable Assets dedicated to or used by NAO in respect of responsibilities transferred pursuant to this Agreement. The list may identify or describe Moveable Assets individually, by category or by class.

8.15 Canada shall update the list described in section 8.14 periodically and immediately prior to the Transfer Date.

8.16 Upon request by the GNWT, Canada shall provide the GNWT reasonable opportunity to inspect any Moveable Asset identified or described on the list

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referred to in section 8.14, as updated pursuant to section 8.15. The GNWT and Canada agree to schedule and conduct such inspections in a manner that minimizes disruption to Canada's operations.

- 8.17 Each Moveable Asset on the list referred to in section 8.14, as updated pursuant to section 8.15, shall, on the Transfer Date, be in a state of repair adequate to meet the functional requirements related to the functions for which such asset is used by Canada immediately prior to the Transfer Date.
- 8.18 Canada will continue its regular scheduled maintenance of the Moveable Assets until the Transfer Date.
- 8.19 On the Transfer Date Canada shall transfer to the GNWT all Moveable Assets identified on the list described in section 8.14, as updated pursuant to section 8.15.

IT Assets

- 8.20 Canada and the GNWT will share information related to their respective IT Assets for the purpose of planning the integration of IT Assets into the GNWT infrastructure.
- 8.21 Canada and the GNWT agree to work cooperatively between the signing of this Agreement and the Transfer Date to ensure the orderly integration of IT Assets into the GNWT infrastructure, such cooperation to include the establishment of an IT work plan and regular meetings of a formal IT working group comprised of representatives from Canada and the GNWT.
- 8.22 Each of Canada and the GNWT shall, prior to the Transfer Date, Consult with the other in respect of any material investments in IT Assets.

Copyright in Publications

- 8.23 Prior to the Transfer Date, Canada shall assign copyright to, or licence the use by, the GNWT of those works used by NAO in respect of responsibilities transferred to the GNWT pursuant to this Agreement.
- 8.24 Notwithstanding section 8.23, only the copyright that may subsist in legends, annotations, sketches and other additions to maps created by NAO personnel are assigned pursuant to section 8.23, and any other copyright owned by Canada in maps, including topography information, is excluded from the assignment of copyright referred to in section 8.23.

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- 8.25 Nothing in section 8.24 shall affect the validity of any licence provided by Canada to the GNWT for the use of any map, or prevent the GNWT from obtaining such a licence from Canada in relation to any map.
- 8.26 If, after this Agreement is signed, the GNWT needs, for the continued fulfilment of the responsibilities transferred to it pursuant to this Agreement, to use any work in which Canada owns copyright, Canada and the GNWT shall enter into arrangements to ensure that enough copies of the work will be made available to the GNWT, including, but not limited to, arrangements for the assignment or licensing of copyright in such work.

Computer Programs Copyright and Licences

- 8.27 Prior to the Transfer Date, Canada shall provide for the assignment of copyright to, or licence the use by, the GNWT of those computer programs used by NAO in relation to the administration and control of Public Lands and rights in respect of Waters.
- 8.28 Where a computer program used by NAO in relation to the administration and control of Public Lands and rights in respect of Waters cannot, or the GNWT and Canada agree will not, be assigned or licensed to the GNWT pursuant to section 8.27, Canada shall ensure that the GNWT has such use of such computer program as is reasonably necessary for the GNWT to fulfill the responsibilities transferred to it pursuant to this Agreement.

Contracts

- 8.29 Canada shall provide the GNWT with a list of all contracts which have been entered into by Canada which:
- (a) are in respect of NAO functions that will no longer be performed by Canada after the Transfer Date; and
 - (b) have terms which expire after the Transfer Date.
- 8.30 Canada shall indicate on the list referred to in section 8.29 the contracts Canada will assign to the GNWT.
- 8.31 Canada shall Consult with the GNWT regarding the list referred to in section 8.29 following which Canada will finalize the list and provide it to the GNWT prior to the Transfer Date.
- 8.32 Canada shall assign to the GNWT, as of the Transfer Date, all the contracts on the finalized list referred to in section 8.31.

8.33 Where a contract on the list referred to in section 8.31 does not allow for assignment, or a party to the contract will not provide consent required under the contract for the assignment of the contract to the GNWT, Canada shall, in the Legislation referred to in section 3.7, make provision for the assignment of such contract to the GNWT and for compensation to any other party to the contract for costs or losses, if any, arising from such assignment.

Records

8.34 Canada and the GNWT shall develop a list of all Records, or classes of Records, under the control of Canada which are necessary for the GNWT to fulfill the responsibilities transferred to it pursuant to this Agreement.

8.35 As of the Transfer Date, and subject to applicable Legislation, Canada shall have provided to the GNWT originals or copies of all Records on the list referred to in section **8.34**.

8.36 Upon request of the GNWT made with reasonable notice, Canada shall provide the GNWT with the original or a copy of a Record that has not been provided to the GNWT pursuant to section 8.35, where that Record is under the control of Canada and relates to the responsibilities transferred to the GNWT pursuant to this Agreement.

8.37 Notwithstanding section 8.35, where for any reason the original Record cannot be transferred or copied, the Record will be loaned subject to such terms as may be agreed upon by the parties.

8.38 Prior to the provision of Records to the GNWT, DIAND's Records retention and disposition schedules shall be applied.

8.39 Records provided to the GNWT pursuant to section 8.37 shall be under the custody and control of the GNWT and the *Access to Information and Protection of Privacy Act* (NWT) and related territorial Legislation will apply, as the case may be, to such Records.

8.40 Notwithstanding section 8.35, prior to the provision of any Record to the GNWT, Canada may remove any information subject to solicitor-client privilege.

8.41 Notwithstanding section 8.35, prior to the provision of any Record to the GNWT, Canada shall:

- (a) remove information containing confidences of the Queen's Privy Council;

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- (b) subject to section 8.43, remove personal information as defined by the *Privacy Act* (Canada); and
 - (c) subject to section 8.43, remove information received from a third party as defined by the *Access to Information Act* (Canada).
- 8.42 Where the information referred to in section 8.43 has been removed from a Record, Canada shall make a notation in that Record indicating that information has been removed and the ground pursuant to section 8.43 on which that information has been removed.
- 8.43 Where a Record provided to the GNWT pursuant to section 8.35 contains personal information referred to in subsection 8.41(b) but that information is required for the continued fulfillment by the GNWT of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 8.44 The GNWT shall use the personal information referred to in section 8.43 only for the purpose for which the information was obtained or compiled by Canada or for a use consistent with that purpose.
- 8.45 Where a Record provided to the GNWT pursuant to section 8.35 contains third party information referred to in subsection 8.41(c) but that information is required for the continued fulfillment by the GNWT of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 8.46 Where third party information referred to in subsection 8.41(c) is included in a Record provided to the GNWT pursuant to section 8.35, the GNWT shall maintain any confidentiality under which this information was provided to Canada.
- 8.47 The GNWT shall determine, in consultation with Canada, whether any amendment to its Legislation is necessary in order to comply with the obligations of the GNWT in respect of the maintenance of the confidentiality or privacy of information contained in Records provided to the GNWT pursuant to this Agreement. If such Legislation is determined to be necessary, the GNWT shall introduce and support as a government measure such Legislation.
- 8.48 Federal Legislation shall provide that:
 - (a) any Record provided to the GNWT pursuant to section 8.35 that is subject to solicitor-client privilege immediately prior to the Transfer

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Date shall remain subject to solicitor-client privilege notwithstanding that the Record has been provided to the GNWT; and

(b) solicitor-client privilege attaching to any Record referred to in subsection 8.48(a) shall not be waived by the GNWT without the written consent of the Minister of Indian Affairs and Northern Development and, without limiting the generality of the foregoing, the GNWT shall not, without the written consent of the Minister of Indian Affairs and Northern Development:

(i) use any Record referred to in subsection 8.48(a) in any court proceedings; or

(ii) disclose any Record referred to in subsection 8.48(a) to anyone other than its employees and agents, subject to applicable law.

8.49 Provisions in this Chapter 8 may be amended from time to time by the written agreement of Canada and the GNWT. In the event of any such amendment Canada and the GNWT shall deliver notice of such amendment to the other Parties within 15 days of the date of such amendment.

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CHAPTER 9 FINANCIAL MATTERS

Total One-Time Funding

- 9.1 Canada and the GNWT acknowledge that Canada has provided and the GNWT has received **[\$4,000,000]** as set out in Part A of Schedule 12, towards the one-time transitional activities listed in Schedule 11.
- 9.2 In addition to the **[\$4,000,000]** referred to in section 9.1, Canada shall provide to the GNWT an amount of **[\$26,500,000 less the \$4,000,000 above and less any other amount provided prior to the date of signing of this Agreement]** which shall be paid to the GNWT at the times and in the amounts set out in Part B of Schedule 12. **[NTD: these amounts may change due further payments to the GNWT prior to the date of signing this Agreement]**
- 9.3 Canada, and the Aboriginal Parties acknowledge that Canada has provided and the Aboriginal Parties have received **[\$950,001]** as set out in Part A of Schedule 14, towards the one-time transitional activities listed in Schedule 13.
- 9.4 In addition to the **[\$950,001]** referred to in section 9.3, Canada shall provide to the Aboriginal Parties a total amount of up to **[\$4 million less the \$950,001 above and less any other amount provided prior to the date of signing of this Agreement]** which shall be paid to the Aboriginal Parties at the times and in the amounts set out in Part B of Schedule 14. **[NTD: these amounts will change due further payments to Aboriginal Parties prior to the date of signing this Agreement]**
- 9.5 The payments referred to in sections 9.2 and 9.4 shall be in the form of grants made pursuant to the *Policy on Transfer Payments* (Canada).
- 9.6 If this Agreement is not implemented, Canada shall be entitled to recover from the GNWT or any Aboriginal Party, as the case may be, any unexpended amounts of the funds paid to the GNWT referred to in section 9.1 or 9.2 above or any unexpended amounts of the funds paid to an Aboriginal Party referred to section 9.3 or 9.4 above.

Ongoing Funding to the GNWT

- 9.7 Canada shall provide to the GNWT annual funding in the amount of \$67,300,000 by making an adjustment, on the Transfer Date, to the Gross Expenditure Base as determined under the *Federal-Provincial Fiscal Arrangements Act* (Canada) and *Federal-Provincial Fiscal Arrangements*

Regulations, 2007 (Canada) or any successor program governing the financial arrangements between Canada and the GNWT.

Ongoing Funding for Aboriginal Parties

- 9.8 On the Transfer Date and annually thereafter, Canada shall provide to the Aboriginal Parties a total amount of up to \$3,000,000.
- 9.9 Except as otherwise expressly provided, the funding provided by Canada pursuant to section 9.8 is for the purpose of funding the Aboriginal Parties for any obligations arising out of this Agreement.
- 9.10 On the Transfer Date and annually thereafter, Canada shall provide to each Aboriginal Party that is a Party as of the date of the signing of this Agreement, or becomes a Party pursuant section 2.29 or 2.30, the amount of \$200,000 for the purpose of funding the participation of the respective Aboriginal Party in the WSMC established pursuant to section 6.72.
- 9.11 On the Transfer Date and annually thereafter, Canada shall provide to the IRC the amount of \$200,000 for the purpose of funding the participation of the IRC in the processes set out in the agreement referred to in section 5.5.
- 9.12 The payments referred to in sections 9.8, 9.10 and 9.11 shall be in the form of grants made pursuant to Canada's Transfer Payment Policy.
- 9.13 Commencing on the first anniversary of the Transfer Date and annually thereafter the payments pursuant to sections 9.8, 9.10 and 9.11 shall be adjusted to reflect the change between FDDIPI determined for the period of the most recent quarter preceding the anniversary of the Transfer Date ("FDDIPI_{y-1}") and FDDIPI determined for the period of the most recent quarter preceding the most recent previous anniversary of the Transfer Date ("FDDIPI_{y-2}") in accordance with the following formula:

$$P_y = P_{y-1} \times (FDDIPI_{y-2}/FDDIPI_{y-1}),$$

where: P_y is the payment for the current fiscal year; and

P_{y-1} is the actual payment for the fiscal year previous to the current fiscal year.

Other One Time Funding

- 9.14 On the Transfer Date, Canada shall provide to the GNWT an amount equal to the dollar value of the aggregate vacation leave credited to Appointed Employees pursuant to section 7.27 and such amount shall be based on the GNWT Salaries of such Appointed Employees as at the Transfer Date.
- 9.15 Canada shall provide to the GNWT an amount equal to the replacement cost of any buildings or assets in the Northwest Territories used by NAO in respect of responsibilities transferred to the GNWT pursuant to this Agreement, where such buildings or assets are not transferred to the GNWT pursuant to this Agreement.

Other Funding

- 9.16 Canada shall provide to the GNWT funding amounts related to the fulfilment of the Government responsibilities under Settlement Agreements set out in Schedule 2.
- 9.17 Canada shall provide to the GNWT the ongoing funding amounts described in section 8.10 in respect of Listed Federal Buildings under the administration and control of Public Works Canada.

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CHAPTER 10
NET FISCAL BENEFIT

- 10.1 Other than as set out in this Agreement, Resource Revenues and the tax bases associated with Resource Revenues shall not be included in the calculation of the Territorial Formula Financing Payment.
- 10.2 In respect of Resource Revenues derived in each fiscal year beginning on the Transfer Date, an amount equal to 100 percent of the Resource Revenue Subject to Offset shall be deducted from the GNWT's Territorial Formula Financing Payment.
- 10.3 For the purpose of section 10.2, Resource Revenue Subject to Offset in a fiscal year shall be equal to total Resource Revenues less the lesser of:
- (a) 50 percent of Resource Revenues, or,
 - (b) five percent of the GNWT's Gross Expenditure Base used in the determination of the GNWT's Territorial Formula Financing Payment for the fiscal year to which the Resource Revenues are attributable.
- 10.4 The GNWT shall be responsible for making Settlement and Land Claim Agreement Payments.
- 10.5 The GNWT shall provide the Minister of Finance of Canada with an assessment of the amount of Resource Revenues derived in each fiscal year on or before December 1 of the following fiscal year.
- 10.6 Sections 10.2 and 10.3 may be amended with the written consent of Canada and the GNWT.
- 10.7 The GNWT shall Consult Aboriginal Parties with respect to any proposed amendment of sections 10.2 and 10.3.
- 10.8 Canada and the GNWT shall conduct a review of sections 10.2 and 10.3:
- (a) in the fifth year following the Transfer Date and at five year intervals thereafter; or
 - (b) at any other time as may be agreed by Canada and the GNWT.
- 10.9 The purpose of the review referred to in section 10.8 is to ensure that the Net Fiscal Benefit:

- (a) remains consistent with the principles of Territorial Formula Financing Payments;
 - (b) corresponds to the benefits received by resource-producing provincial jurisdictions under the provincial equalization program; and
 - (c) continues to provide an additional incentive for the Northwest Territories to develop natural resources.
- 10.10 Canada and the GNWT shall make best efforts to complete a review referred to in section 10.8 within six months from the beginning of the review.
- 10.11 Unless otherwise agreed by Canada and the GNWT, any adjustment arising from a review referred to in section 10.8 shall take effect on April 1st of the fiscal year immediately following the review.
- 10.12 Notwithstanding section 10.11, if, despite making best efforts, Canada and the GNWT are unable to complete the review within the six month period referred to in section 10.10, Canada and the GNWT shall, as part of the review, determine the implementation date of any adjustment arising from the review.

Resource Revenue Sharing with Aboriginal Parties

- 10.13 The GNWT agrees that the Net Fiscal Benefit for each fiscal year will be shared with Aboriginal Parties pursuant to the terms of the Northwest Territories Resource Revenue Sharing Agreement appended as Schedule 18 to this Agreement.
- 10.14 In recognition that the GNWT provides access to its public programs and services to the residents, including the Aboriginal people, of the Northwest Territories, Canada and the GNWT agree that funds received by an Aboriginal Party pursuant to the Northwest Territories Resource Revenue Sharing Agreement referred to in section 10.13 shall not be subject to offset deduction by Canada or the GNWT pursuant to their respective own source revenue policies.

[The remainder of this page is intentionally left blank.]

**CHAPTER 11
IMPLEMENTATION MATTERS**

Devolution Implementation Plan

- 11.1 An implementation plan is appended as Schedule 15.
- 11.2 The implementation plan is not part of this Agreement and does not create legal obligations binding on the Parties.

[The remainder of this page is intentionally left blank.]

SIGNATURES

For the Government of Canada

_____	_____	_____
[Name]	Witness	Date
Minister of Indian Affairs and Northern Development		

**For the Government of the
Northwest Territories**

_____	_____	_____
[Name] Premier	Witness	Date

**For the Inuvialuit Regional
Corporation**

_____	_____	_____
[Name]	Witness	Date
[Title]		

**For the Northwest Territory
Métis Nation**

_____	_____	_____
[Name]	Witness	Date
[Title]		

**For the Sahtu Secretariat
Incorporated**

CONSENSUS DRAFT
March 11, 2013
WITHOUT PREJUDICE
SUBJECT TO FURTHER INTERNAL AND LEGAL TECHNICAL REVIEW

[Name]
[Title]

Witness

Date

For the Gwich'in Tribal Council

[Name]
[Title]

Witness

Date

For the Tłı̨chǫ Government

[Name]
[Title]

Witness

Date

Schedule 1
LIST OF SETTLEMENT AGREEMENTS

For the purposes of the definition in section 1.1 of Chapter 1 of this Agreement, **“Settlement Agreement”** means:

- 1) the Inuvialuit Final Agreement;
- 2) the Gwich'in Agreement;
- 3) the Sahtu Agreement;
- 4) the Tłı̨chǫ Agreement; and
- 5) any other agreements added to this list in accordance with sections 2.12 or 2.13.

CONSENSUS DRAFT
March 20, 2013

**PRIVILEGED AND CONFIDENTIAL
FOR DISCUSSION PURPOSES ONLY
SUBJECT TO LEGAL AND TECHNICAL REVIEW**

Schedule 2
LIST OF GNWT OBLIGATIONS UNDER SETTLEMENT AGREEMENTS
(Section 2.14)

Schedule 3
LIST OF INTERIM AGREEMENTS

For the purposes of the definition in section 1.1 of Chapter 1 of this Agreement, “**Interim Agreement**” includes:

Akaiitcho Dene First Nations

Interim Measures Agreement between the Akaiitcho Territory Dene First Nations, Canada, and the GNWT, dated the 28th day of June, 2001.

Interim Land Withdrawal Protocol among Canada, the Akaiitcho Dene First Nations, and the GNWT, dated the 21st day of November, 2005.

Athabasca Denesuline

Interim Measures Agreement between the Athabasca Denesuline, Canada, and the GNWT, dated the 26th day of May, 2004.

Dehcho First Nations

Dehcho Interim Measures Agreement among the Deh Cho First Nations, Canada, and the GNWT, dated the 23rd day of May, 2001.

Dehcho Interim Resource Development Agreement between Canada and the Dehcho First Nations, dated the 17th day of April, 2003

Manitoba Denesuline

Interim Measures Agreement between the Manitoba Denesuline, Canada, and the GNWT, dated the 5th day of August, 2004.

Northwest Territory Métis Nation

Interim Measures Agreement between the Northwest Territory Métis Nation, Canada, and the GNWT, dated the 22nd day of June, 2002.

Interim Land Withdrawal Protocol between the Northwest Territory Métis Nation, Canada, and the GNWT, dated the 19th day of February, 2008.

CONSENSUS DRAFT
March 20, 2013

PRIVILEGED AND CONFIDENTIAL
FOR DISCUSSION PURPOSES ONLY
SUBJECT TO LEGAL AND TECHNICAL REVIEW

Schedule 4
INVENTORY OF EXCLUSIONS FROM TRANSFER OF
ADMINISTRATION AND CONTROL

(sections 3.30 to 3.34)

Schedule 5
NORTHWEST TERRITORIES INTERGOVERNMENTAL AGREEMENT
ON LANDS AND RESOURCES MANAGEMENT

Made with effect as of this ____ day of _____ 2013.

AMONG:

the Government of the Northwest Territories as represented by the Premier
(the "GNWT")

and

the Inuvialuit Regional Corporation
(the "IRC")

and

the Northwest Territory Métis Nation
(the "NWTMN")

and

the Sahtu Secretariat Incorporated
(the "SSI")

and

the Gwich'in Tribal Council
(the "GTC")

and

the Tłıchǵ Government
(the "TG")

WHEREAS:

- A. The Government of Canada has agreed to devolve to the GNWT certain public lands, waters and resources in the Northwest Territories pursuant to the Devolution Agreement;
- B. This devolution shall be effected in a manner that establishes a framework for a cooperative and coordinated management system for lands, resources and rights in respect of waters in the Northwest Territories in which the Government of the Northwest Territories, Aboriginal Governments and the residents of the Northwest Territories participate;
- C. The Devolution Agreement provides for the negotiation of a bilateral agreement between the GNWT and Aboriginal Parties, setting out a government to government relationship, which provides for coordination and cooperation with respect to the management of Public Lands and Settlement Lands and rights in respect of Waters;
- D. As of the Transfer Date, the GNWT will hold certain legislative powers and responsibilities with respect to public lands, waters and resources in the Northwest Territories;
- E. Aboriginal peoples of the NWT have traditionally managed used and occupied NWT lands;
- F. Aboriginal ways of life, which are based on the cultural and economic relationship between Aboriginal people and the land, should continue and be supported by the parties to this agreement;
- G. Public lands, waters and resources in the Northwest Territories are subject to Aboriginal and treaty rights;
- H. The Parties desire that the Aboriginal and treaty rights of Aboriginal peoples be recognized and protected;
- I. Settlement Agreements and Self-Government Agreements set out rights, titles, jurisdictions and authorities of Aboriginal Governments;
- J. The Parties desire that the respective jurisdictions and authorities of Aboriginal Governments and the GNWT be recognized and respected;

- K. The Parties desire to foster, strengthen, and formalize the government to government arrangements and relationships between the GNWT and Aboriginal Governments;
- L. The Parties wish to exercise their respective jurisdictions and authorities in relation to lands, waters and resources in the Northwest Territories in a cooperative and coordinated manner;
- M. The Parties desire that their government to government arrangements and relationships include formal mechanisms for the Management of Lands and Resources.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 Unless otherwise provided, in this Agreement;

“Aboriginal Government” means a governing or other body representing an Aboriginal people of the NWT;

“Aboriginal Party” means an Aboriginal Government that has become a Party under section 7.1;

“Agreement” means this Northwest Territories Intergovernmental–Agreement on Lands and Resources Management;

“Council” means the Intergovernmental Council on Land and Resource Management established under section 4.1;

“Devolution Agreement” means the Northwest Territories Lands and Resources Devolution Agreement between the Government of Canada, the GNWT, the IRC, the NWTMN, the SSI, the GTC, the TG and any other parties;

“Management of Lands and Resources” means the management of:

- (a) those forms of natural resources on, in or under Public Lands and Waters, which natural resources are subject to the transfer of administration and control under the Devolution Agreement; and
- (b) the same forms of natural resources described in (a) above, which natural resources are located on, in or under Settlement Lands;

“NWT” means Northwest Territories;

“Parties” means the GNWT and the Aboriginal Parties, and “Party” means any one of the Parties;

“Public Lands” means any land in the NWT, or any interest therein, over which the GNWT holds the administration and control;

“Self-Government Agreement” means an agreement between the Crown and an Aboriginal people of the Northwest Territories, which is brought into force or implemented by federal Legislation and which recognizes:

- (a) the legal status and capacity of a governing body to represent such Aboriginal people; and
- (b) the authority of that governing body to enact laws;

“Settlement Agreement” has the meaning set out in the Devolution Agreement;

“Settlement Lands” means lands in the NWT the title to which is vested in an Aboriginal Government or other body pursuant to a Settlement Agreement;

“Transfer Date” has the meaning set out in the Devolution Agreement; and

“Waters” means any inland waters on or below the surface of land in the NWT, over which the GNWT holds administration and control.

2.PURPOSE AND OBJECTIVES

- 2.1 The purpose of this Agreement is to formalize government to government relationships and allow the further development of agreements or other arrangements among the NWT governments for cooperative and coordinated Management of Lands and Resources, recognizing:

- (a) the rights, titles, jurisdiction and authority of each Party;
- (b) that Public Lands, Waters and resources in the Northwest Territories must be managed in accordance with Settlement Agreements, and in keeping with the honour of the Crown including any requirement for consultation or accommodation;
- (c) that Public Lands, Waters and resources in the Northwest Territories should be managed under a system of policies and legislation that reflects regional and boriginal parties' approaches and decision-making;
- (d) that Settlement Lands and other lands, waters and resources subject to the jurisdiction of Aboriginal Governments should be managed in accordance with Settlement Agreements and Self Government Agreements for the benefit of Aboriginal peoples by the applicable Aboriginal Government or other organizations;
- (e) the Management of Lands and Resources in the NWT is fundamentally important to the people of the NWT and should be carried out in an integrated manner; and
- (f) the Parties, in carrying out their responsibilities for Management of Lands and Resources, should:
 - (i) respect Aboriginal and treaty rights;
 - (ii) allow for mutual consultation in respect of the Management of Lands and Resources,
 - (iii) provides for meaningful participation in decision-making in the Management of Lands and Resources;
 - (iv) promote the harmonization of legislation, policy and programs in areas of common interest;
 - (v) encourage sustainable development of lands and resources;
 - (vi) build capacity of NWT governments to carry out their jurisdictions and authorities;
 - (vii) develop employment, training and business development opportunities for Aboriginal people in resource development at the local and regional levels;

- (viii) take into account opportunities for strategic development of lands and resources in the NWT;
- (ix) take into account the desire for land and resource management systems to be affordable, effective, coordinated, and economically competitive; and
- (x) consider other ways to cooperate to achieve efficiency and effectiveness, in the Management of Lands and Resources.

3.ABORIGINAL RIGHTS

- 3.1 Nothing in this Agreement shall be construed so as to abrogate or derogate from, or to prejudice, limit or restrict:
- (a) any existing Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982*, including any right under Treaty 8 or Treaty 11;
 - (b) any fiduciary duty or obligation of the Crown to the Aboriginal peoples of Canada, including any obligation arising from the Constitution of Canada; or
 - (c) any executive, prerogative or statutory powers or any legislative authority of the GNWT or the Legislative Assembly of the Northwest Territories, as the case may be, to affect any rights referred to in subsection (a) or arising from any duty or obligation referred to in subsection (b), in a manner consistent with the Constitution of Canada.
- 3.2 For greater certainty, this Agreement is not a treaty or a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 3.3 For greater certainty, this Agreement does not vary, replace, limit or affect any rights, powers, duties or obligations of the Parties under Settlement Agreements or Self Government Agreements.
- 3.4 For greater certainty, nothing in this Agreement affects any existing obligations of the GNWT in relation to any Aboriginal Government that is not a Party.
- 3.5 This Agreement must not be construed so as to delay, impair, or impede any negotiation processes among the Aboriginal peoples of the NWT, Canada and the GNWT or the commencement of such processes.

- 3.6 Nothing in this Agreement shall be construed so as to preclude any person from advocating before the courts any position on the existence, nature, or scope of any Aboriginal or treaty right of Aboriginal peoples of Canada, or of any fiduciary obligation, or of any other constitutional obligation to the Aboriginal peoples of Canada.

4. INTERGOVERNMENTAL COUNCIL ON LAND AND RESOURCE MANAGEMENT

- 4.1 In furtherance of the government to government relationship and arrangements referred to in section 2.1, the Council is hereby established.
- 4.2 The purpose of the Council is to promote the development of a system for Management of Lands and Resources that advances the purpose and objectives in section 2.1.
- 4.3 The Council members are:
- (a) the Minister or Ministers of the GNWT responsible for the management of Public Lands and rights in respect of Waters; and
 - (b) the duly authorized leader, or other duly authorized representative, of each Aboriginal Party.
- 4.4 The Council will meet at least once a year, unless otherwise agreed. The GNWT will convene the first meeting of the Council within 6 months after the signing of this Agreement.
- 4.5 Each Party is responsible for its own costs of participation on the Council
- 4.6 The Council may establish working groups to carry out any tasks assigned by the Council. The Council members may each designate one or more officials to participate in any working groups that are established by the Council.
- 4.7 Subject to the required financial appropriations of the Parties, the Council shall establish a secretariat with the appropriate technical, professional, and administrative expertise and capacity to fulfill its duties.
- 4.8 Within 60 days of the signing of this Agreement, the Parties shall meet to consider matters related to the secretariat referred to in 4.7 and to develop terms of reference for the secretariat, including:

- (a) the manner in which the secretariat will be staffed and supported by the Parties; and
 - (b) the relationship of the secretariat to the respective organizations of the Parties.
- 4.9 The Council may invite observers to its proceedings and determine whether and to what extent they may participate. Without limitation this may include representatives of boards, councils, co-management boards, regulatory bodies or other entities established under Settlement Agreements or Self Government Agreements.
- 4.10 The Council will strive to carry out its duties by consensus.
- 4.11 The Council may make rules respecting its practice and procedure.
- 4.12 Decisions of the Council are not binding on the Parties, and are subject to authorization or ratification by the Parties, where required.

5.DUTIES OF THE COUNCIL

- 5.1 The duties of the Council are to:
- (a) review the land and resource management systems of each Party;
 - (b) review and develop any proposed changes to the systems described in subsection (a), including:
 - (i) any associated legislative, policy or organizational changes that are necessary to further the purpose and objectives listed in section 2.1; and
 - (ii) the manner in which revenues from lands and resources are generated;
 - (c) address legislative requirements for benefit agreements relating to resource development;
 - (d) without limiting subsections (b) and (c), review and develop any proposed changes to the legislation that the GNWT is required to substantially mirror on the Transfer Date pursuant to the Devolution Agreement, including the development of new resource management legislation;
 - (f) develop protocols to ensure that the management of Public Lands and resources and rights in respect of Waters is consistent with the duties

associated with the honour of the Crown, including the duty to consult and where appropriate accommodate;

- (g) provide a forum for information sharing and discussion of interests of the Parties in connection with the Canada-NWT Post Devolution Resource Development Cooperation Arrangement, to ensure that the interests of the Aboriginal Parties are considered under that arrangement;
 - (h) provide a forum for discussions in respect of the review of the provisions of the MVRMA pursuant to section 3.18 of the Devolution Agreement;
 - (i) provide a forum for discussion on any future transfers of powers and authorities from Canada to GNWT related to the control of public lands, water and the disposal of waste; and
 - (j) any other duties related to the foregoing, as may be agreed by the Parties.
- 5.2 As a matter of priority and without limiting section 5.1, the Council shall review and assess the existing land and resource management systems in the NWT to:
- (a) identify priority areas for potential changes and approaches; and
 - (b) develop a work plan to address such changes and approaches.
- 5.3 In carrying out its duties in sections 5.1 and 5.2, the Council shall give consideration to, among other matters, the following:
- (a) regional capacity building;
 - (b) integrated land use permitting and water licencing;
 - (c) the potential coordination of activities or reallocation of functions related to land and resource management;
 - (d) the use of regional strategic environmental assessment to promote efficiency and avoid duplication in environmental assessment processes;
 - (e) coordinated approaches to waste sites management; and
 - (f) coordinated approaches to inspections, monitoring and enforcement.

6.IMPLEMENTATION

- 6.1 Each Party will consider recommendations of the Council in its respective decision-making processes, and will give written reasons to the other Parties if it does not implement a recommendation of the Council.

7.ADDITIONAL PARTIES TO THIS AGREEMENT

- 7.1 An Aboriginal Government that is not a Party may, with the consent of the GNWT, become a Party by having an authorized signatory execute this Agreement on behalf of that Aboriginal Government, and upon the signing of this Agreement by its authorized representative this Agreement is deemed approved by and binding upon that Aboriginal Government.

8.GENERAL PROVISIONS

- 8.1 This Agreement may be executed and delivered by any Party in counterpart, and all such counterparts together shall constitute one and the same document.
- 8.2 By signing this Agreement, each Party warrants that it has all necessary internal approvals, including where required the enactment of legislation or the making of a resolution, to authorize the Party's authorized signatory to sign this Agreement on behalf of the Party.
- 8.3 This Agreement comes into effect on the latter of:
- (a) the date on which it has been signed by the GNWT, the IRC, the NWTMN, the SSI, the GTC and the TG; and
 - (b) the Transfer Date.
- 8.4 Unless otherwise agreed, the Parties will conduct a review of this Agreement commencing on the 7th anniversary of the date this Agreement comes into effect, and on every 7th anniversary thereafter.
- 8.5 This Agreement may only be amended by consent of the Parties, given in writing.

- 8.6 Notwithstanding any provision of this Agreement, the GNWT and an Aboriginal Party may enter into an agreement or agreements regarding the Management of Lands and Resources.

9. LEGISLATION

- 9.1 As soon as is practicable after this Agreement comes into effect pursuant to section 8.3, the GNWT shall recommend for adoption by the Legislative Assembly of the NWT legislation which provides for the implementation of this Agreement and the mandate and structure of the Council consistent with this Agreement.
- 9.2 The GNWT shall consult the Parties in the preparation of the legislation referred to in section 9.1, and on any amendments to that legislation.

SIGNATURES

For the Government of the Northwest Territories

Honourable Robert R. McLeod Premier	Witness	Date
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For the Inuvialuit Regional Corporation

Nellie Cournoyea Chair	Witness	Date
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For the Northwest Territory Métis Nation

Garry Bailey President	Witness	Date
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For the Sahtu Secretariat Incorporated

Ethel Blondin-Andrew Chairperson	Witness	Date
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For the Gwich'in Tribal Council

Robert A. Alexie President	Witness	Date
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For the Tłı̨chǫ Government

Edward Erasmus Grand Chief	Witness	Date
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Schedule 6
Agreement for Coordination and Cooperation in the Management and
Administration of Petroleum Resources in the Inuvialuit Settlement Region

AGREEMENT FOR COORDINATION AND COOPERATION IN THE
MANAGEMENT AND ADMINISTRATION OF PETROLEUM RESOURCES IN
THE INUVIALUIT SETTLEMENT REGION

AMONG:

GOVERNMENT OF CANADA, as represented by the Minister of
Indian Affairs and Northern Development

and

GOVERNMENT OF NORTHWEST TERRITORIES,
as represented by the Premier

and

INUVIALUIT REGIONAL CORPORATION, as represented by the
Chair of the Inuvialuit Regional Corporation,

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**AGREEMENT FOR COORDINATION AND COOPERATION IN THE
MANAGEMENT AND ADMINISTRATION OF PETROLEUM RESOURCES IN
THE INUVIALUIT SETTLEMENT REGION**

AMONG:

GOVERNMENT OF CANADA, as represented by the Minister of
Indian Affairs and Northern Development ("**Canada**")

and

GOVERNMENT OF NORTHWEST TERRITORIES, as represented
by the Premier ("**GNWT**")

and

INUVIALUIT REGIONAL CORPORATION, as represented by the
Chair of the Inuvialuit Regional Corporation ("**IRC**"),

WHEREAS:

As a result of the Devolution Agreement and related legislation, the
Commissioner has administration and control of Petroleum resources
Onshore in the Northwest Territories.

Canada has administration and control of Petroleum resources in the northern
offshore, including the Offshore and administers those Petroleum
resources under applicable federal legislation.

The IRC has certain ownership and management and administrative rights,
interests and obligations in respect of the ISR pursuant to the IFA that
affect, or could be affected by, the management and administration of
Petroleum resources in the ISR.

The Parties have a common interest in ensuring responsible, efficient and
transparent management and administration of Petroleum resources in the
ISR.

The Parties recognize the need for efficient and economic exploration,

development and production of Petroleum resources in the ISR, including Straddling Resources.

NOW THEREFORE, in consideration of the premises and the agreements of the Parties herein, the Parties hereby agree as follows:

PURPOSE

Purpose

The Parties acknowledge that coordination and cooperation in respect of Petroleum resource management, administration and development in the ISR, particularly where Petroleum resources straddle or potentially straddle the Onshore and the Offshore, are beneficial in order to:

enable the Parties to autonomously develop their Petroleum resources without adversely impacting development of Petroleum resources of the other Parties;

facilitate the effective and efficient conservation, exploration, development, production, management and administration of Straddling Resources;

enhance transparent decision making processes;

provide clarity to industry through consistency in management and administration of Petroleum resource development activities in the ISR;

facilitate efficient and timely approval processes in respect of the exploration for and development of Petroleum resources in the ISR;

avoid duplicative regulatory requirements and regulatory uncertainty in respect of the exploration for and development of Petroleum resources in the ISR, including Straddling Resources;

contribute to sound and efficient field practices, including minimizing impacts on the environment, through optimal planning, efficient management and sharing of facilities and infrastructures, to the extent economically feasible and practical;

advance sustainable development and protection of the environment in the ISR; and

protect the health and safety of those involved in, or affected by,
Petroleum resource activities in the ISR.

DEFINITIONS

Definitions

In this Agreement, including the recitals hereto, the following defined terms shall have the meanings set forth below:

“**Adjoining Area**” has the same meaning as ‘adjoining area’ in section 2 of the *Yukon Act* (Canada);

“**Agreement**”, “**this Agreement**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**” and similar expressions shall mean or refer to this agreement, including Annex I and Annex II and any amending agreement pursuant to and in accordance with section 3.5, and the expressions “**article**”, “**section**”, “**subsection**” or “**paragraph**” followed by a number, mean and refer to the specified article, section, subsection or paragraph of this Agreement;

“**Benefits Plan**” has the same meaning as ‘benefits plan’ in subsection 5.2(1) of the *Canada Oil and Gas Operations Act* (Canada);

“**Committee**” means the ISR Oil and Gas Coordination Committee described in subsection 4.1(a);

“**Devolution Agreement**” means the Northwest Territories Lands and Resources Devolution Agreement dated ● among, *inter alia*, Canada, the GNWT and the IRC;

“**Disclosing Party**” means, in respect of the exploration and drilling for and the production, conservation, processing and transportation of Petroleum resources to which this Agreement applies, any Party, person, group of persons, corporation or organization that supplies information in confidence to the Parties to this Agreement or to the Regulator and which information includes:

trade secrets of a Disclosing Party;

financial, commercial, scientific and technical information or any other information that is confidential information of a Disclosing Party and is treated consistently in a confidential manner by the Disclosing Party;

information recognized under any legislation as privileged;

information the disclosure of which could reasonably be expected to result in material financial loss or gain to, or could reasonably be expected to prejudice the competitive position of a Disclosing Party; and

information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of a Disclosing Party.

“**Expert**” means a person who is widely recognized as possessing advanced knowledge or skill and extensive experience in a particular field or subject;

“**Field**” has the same meaning as ‘field’ in section 2 of the *Canada Oil and Gas Operations Act* (Canada);

“**Gas**” has the same meaning as ‘gas’ in section 2 of the *Canada Oil and Gas Operations Act* (Canada);

“**IFA**” means the Inuvialuit Final Agreement, being the land claims agreement between Canada and Inuvialuit of the ISR, signed June 5, 1984, and given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act* (Canada), as that agreement is amended from time to time in accordance with its provisions;

“**Independent Expert**” means an Expert that is independent of each of the Parties to this Agreement;

“**Interest**” means the licence or other instrument granting the holder the right to explore for and produce Petroleum;

“**Interest Holder**” means, the person who owns or is the holder of an Interest or a Share therein;

“**Inuvialuit Settlement Region**” has the meaning set out in the IFA;

“**Inuvialuit Lands**” means those lands in the ISR to which the Inuvialuit were granted title in fee simple, including all mineral rights, as more particularly described in paragraphs 7(1)(a) of the IFA;

“**ISR**” means the Inuvialuit Settlement Region, excluding any area in Yukon or in the Adjoining Area;

“**Notification Area**” means the area comprised of:

- (i) the area in the Offshore within 20 km of the Onshore; and,
the area in the Onshore within 20 km of the Offshore;

“**Offshore**” means, solely for the purposes of this Agreement, that area in the ISR which is not in the Onshore;

“**Oil**” has the same meaning as ‘oil’ in section 2 of the *Canada Oil and Gas Operations Act* (Canada);

“**Onshore**” has the same meaning set out in the Devolution Agreement and, for greater certainty, includes Inuvialuit Lands in the ISR;

“**Participation Agreement**” has the same meaning as set out in section 10 of the IFA;

“**Parties**” means, except as provided in section 5.1, Canada, the GNWT, and the IRC, and “**Party**” means, except as provided in section 5.1, any one of the Parties;

“**Petroleum**” means Oil or Gas;

“**Pool**” has the same meaning as ‘pool’ in section 2 of the *Canada Oil and Gas Operations Act* (Canada);

“**Regulator**” means the National Energy Board or any successor regulator to the National Energy Board under federal legislation;

“**Share**” means, with respect to an Interest, an undivided share in the Interest;

“**Straddling Area**” means the surface area of land on or underlying which there is a Straddling Resource;

“**Straddling Resource**” means a Pool or Field wholly or partly within the ISR which straddles the Offshore and the Onshore; and

“**Unitization Agreement**” means an agreement between the Affected Parties and all Interest Holders in a Straddling Resource to unitize their Interests and to administer and manage that unitized Interest as a single unit as provided in section 5.5.

GENERAL

Interpretation

This Agreement does not and shall not be interpreted as replacing the Devolution Agreement in whole or in part. Where there is an inconsistency or conflict between the provisions of this Agreement and the provisions of the Devolution Agreement, the provisions of the Devolution Agreement prevail to the extent of the conflict or inconsistency.

Capitalized terms used in this Agreement and not defined in this Agreement have the meaning ascribed to those terms in the Devolution Agreement.

Area of Application

This Agreement applies within and throughout the ISR.

Legal Effect

Subject to subsection 3.3(b), the provisions of this Agreement and, any other agreement supplemental or ancillary to this Agreement entered into among the Parties, shall be legally binding upon the Parties.

Notwithstanding the provisions of subsection 3.3(a), Article 5 of this Agreement is not legally binding upon the IRC, in whole or in part, unless and until the IRC otherwise agrees in writing with the other Parties to be bound by such Article 5 or any specific provision of Article 5. The IRC may, in its discretion, voluntarily comply with Article 5 of this Agreement, in whole or in part, in the interests of efficient management and administration, and efficient and economic exploration, development and production, of Petroleum resources in the ISR.

If either of Canada or the GNWT enacts legislation which has a material adverse effect on any of the rights or obligations of the IRC under this Agreement the Parties must, upon 30 days' notice from the IRC, meet to discuss the IRC's concerns and attempt to address such concerns. If, within one year from the date of such notice, the IRC, acting reasonably, is of the opinion that its concerns have not been satisfactorily addressed, the IRC may, upon 30 days' notice, cease to be a Party to this Agreement and to be released from any

obligations on the IRC pursuant to this Agreement, except any obligations on the IRC arising from provisions of this Agreement which expressly survive its termination.

Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or organization (other than a Party) against any Party, its agencies or officers, the Regulator, or any other person.

For greater certainty, this Agreement does not limit the ability of a Party to enter into any other agreement or arrangement, with any person or party, with regard to the management, administration and development of Petroleum resources in the ISR that is not inconsistent with or in conflict with the terms of this Agreement.

Nothing in this Agreement affects any rights or obligations of a Party under the IFA. If a conflict arises between a provision of this Agreement and a provision of the IFA, the provision of the IFA prevails to the extent of the conflict.

Coming Into Force

This Agreement takes effect on the date the Devolution Agreement comes into effect and remains in effect for an initial term of 20 years. This Agreement shall automatically renew for successive periods of 20 years unless, prior to the expiry of each 20 year term, the Parties agree to replace this Agreement with a successor agreement or agree to terminate this Agreement.

Unless otherwise agreed by the Parties, if this Agreement is terminated in accordance with its terms:

such termination shall not affect any existing interest subject to this Agreement or any other agreement concluded pursuant to this Agreement including, but not limited to, a Unitization Agreement and any such other agreements shall remain in full force and effect in accordance with their terms;

for greater certainty, paragraph 3.4(b)(i) shall also apply to any such agreement submitted to or otherwise under review by the Parties pursuant to this Agreement at the time of termination of this Agreement;

the provisions of this Agreement shall continue to govern the relationship among the Parties with respect to any

Unitization Agreement, or any other agreement concluded pursuant to this Agreement, for the duration of those agreements;

the provisions of this Agreement shall continue to apply to any licence, right, interest or authorization issued by a Party or a Regulator after the Transfer Date and prior to termination of this Agreement; and

the obligations of the Parties set out in section 3.8 concerning confidentiality shall continue to apply.

Amendment and Review

This Agreement, and any agreements among the Parties supplemental or ancillary to this Agreement, may be amended at any time by unanimous written agreement among the Parties, and Canada and the GNWT may by mutual written agreement amend any provision of those agreements to which IRC is not a party or by which IRC is not legally bound.

Through the Committee, the Parties shall review this Agreement on an ongoing basis but not less than every five years commencing from and after the Transfer Date, with respect to whether:

this Agreement is furthering the purposes of this Agreement, including the coordination and cooperation arrangements agreed to pursuant to this Agreement;

there are any advisable amendments to this Agreement, including any amendments necessary to reflect any changes to legislation applicable in the Onshore or the Offshore; or

there is a continuing need for this Agreement.

Regulator

The Devolution Agreement shall require that, for the initial term of twenty years referred to in subsection 3.4(a), the GNWT provide in legislation that the National Energy Board continues as the regulator with respect to Petroleum resources in the Onshore in the ISR, including acting as the Regulator as defined in this Agreement.

If, following the initial term of twenty years referred to in subsection 3.6(a), the GNWT provides for a regulator to replace the National Energy Board with respect to the Onshore in the ISR, the Parties shall

amend the definition of Regulator, and any other provisions of this Agreement as may be necessary.

Costs

Each Party shall be responsible for its own costs incurred in participating under, and fulfilling the commitments set out in, this Agreement.

Confidentiality

Subject to any applicable provision relating to disclosure of information in any law, any Party or Regulator that receives information designated by a Disclosing Party as being confidential or proprietary must not disclose that information publicly or to any third parties other than a Regulator, and then only where required by or under this Agreement and only for the purposes set out in this Agreement.

Each Party shall, either as a term of legislation or as a term of a disposition of an Interest in Petroleum in the Notification Area or in respect of a Straddling Area or Straddling Resource, require the Interest Holder to permit the disclosure by the Party of any confidential, privileged or proprietary information to the other Parties and the Regulator in accordance with the sharing of information as contemplated in this Agreement. The Parties shall maintain the confidentiality of such information in accordance with subsection 3.8(a), and shall request the Regulator to maintain the confidentiality of such information.

Notices and Communication

Any notice to be given or communication made to a Party pursuant to this Agreement shall be in writing and shall be effectively given or made if delivered to such Party:

by hand delivery, either to the individual designated in Annex I for such Party, or to an individual having apparent authority to accept deliveries on behalf of such Party at its address set out in Annex I,

by fax,

by electronic mail,

at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name set out in Annex I or at or to such

other address or electronic mail address for a Party as such Party may from time to time designate to the other Parties in the same manner.

A notice or communication will be considered to have been received:

if hand delivered: during business hours on a business day, delivered to the individual designated in Annex I for that Party, or to an individual having apparent authority to accept deliveries on behalf of that Party at its address set out in Annex I, and if not delivered during business hours, upon the commencement of business on the next business day;

if sent by facsimile transmission: on the day of transmission if that day is a business day and the transmission was made before 5:00 p.m. local time in the place of or receipt, and otherwise on the next business day;

if sent by electronic mail; on the day of delivery, if that day is a business day and the electronic mail was delivered to the recipient prior to 5:00 p.m. local time in the place of receipt, and otherwise, on the next business day.

Languages of this Agreement

This Agreement has been made in both the English and French languages and each of the English and French language versions of this Agreement are equally authoritative in accordance with the *Official Languages Act* (Canada).

GENERAL PROVISIONS RELATED TO COORDINATION AND COOPERATION

ISR Oil and Gas Coordination Committee

The Parties shall establish pursuant to this Agreement the ISR Oil and Gas Coordination Committee, which Committee shall carry out the roles and responsibilities assigned to it under this Agreement.

The Committee is comprised of three members. Each Party will appoint one senior official responsible for and experienced in the management and administration of Petroleum resources as the Party's representative on the Committee. Each Party may also designate an alternate representative who may act in the place of that Party's representative.

The chair of the Committee, for meeting purposes, shall rotate alternatively among the representatives of the Parties on an annual basis, commencing with Canada, followed by the IRC and then the GNWT. The Chair shall be responsible for chairing meetings of the Committee and shall prepare and distribute minutes of such meetings and records of decision of the Committee.

The Committee will meet at locations to be agreed by the Committee or, alternatively, through electronic forms of meeting, including conference calls and video-conferences.

Unless the Parties agree otherwise, a quorum of the Committee shall be comprised of a representative of each Party in attendance in person or by a means contemplated in subsection 4.1(d).

An *ad hoc* meeting may be called by a Party to address urgent, unexpected, emergency or other pressing issues. The *ad hoc* meeting will occur as soon as practicable after the Party requests the meeting.

Each Party shall be responsible for maintaining its own files and records.

The Party whose representative is chair of a meeting shall be responsible for the costs of holding that meeting and each Party shall be responsible for its own costs of participating in the meetings.

The Committee shall meet as often as required, but no less than once annually, in order to review, respond to or otherwise provide advice to the Parties on matters arising under this Agreement. Any recommendations made or agreements or decisions reached by the Committee are subject to ratification and implementation by each Party.

The representatives of the Parties on the Committee may provide direction or delegate operational activities or policy initiatives, including planning in respect of matters described in this Agreement, to their respective officials where prior referral to the Parties is not required or where there is a need to understand these activities or initiatives more clearly prior to referral to the Parties.

The Parties may by mutual agreement establish additional administrative practices which are consistent with the purposes of this Agreement.

The Parties may invite the Regulator to participate in meetings of the Committee where appropriate.

Subject to the confidentiality requirements of section 3.8, the Committee may consult with or seek the participation of other parties or Experts on matters related to this Agreement.

Key Elements of Information Sharing

Through meetings of the Committee, the Parties will share information for the purpose of cooperating in respect of and coordinating the management and administration of Petroleum resources in the ISR with regard to:

rights issuances including, but not limited to, timing and areas to be considered for calls for nominations and bids for licences or other corresponding processes;

consultation on rights issuances;

information and public announcements with regard to rights issuances;

processes and protocols preceding the issuance of exploration licences, declarations of significant or commercial discovery, significant discovery licences and production licences or their territorial equivalents, and such other corresponding rights as are issued by the IRC in respect of Inuvialuit Lands;

terms and conditions of licences, including, but not limited to: duration, work requirements, allowable expenditures for exploration activities, rentals, and any changes or amendments to licences such as consolidations, and other practices related to rights issuance, management or administration;

environmental assessment;

filing requirements for exploration, drilling and production activities within their respective jurisdictions;

Benefits Plans and Participation Agreements;

information sharing protocols for exploration and production among the Parties and the Regulator;

exploration and production activities within their respective jurisdictions;

considerations relating to the IFA, including, in particular, understanding the key elements and provisions of the IFA that affect, and are affected by, Petroleum activity in the ISR and protocols for

- addressing those considerations;
- Petroleum royalty regimes, including the treatments of costs, and processes for royalty calculation;
- consulting on amendments to federal and territorial legislation or regulations related to Petroleum management and administration in the ISR;
- identifying priority research areas, data, and engagement with stakeholders to support sustainable Petroleum development and decision-making; and
- any other Petroleum resource management matter in respect of which the Parties consider it appropriate to share information, consult, cooperate and/or coordinate.

Cooperation with the Regulator

It is the intention of the Parties that nothing under this Agreement shall interfere with or fetter the independence or jurisdiction of the Regulator as provided by legislation. The Parties shall approach and work co-operatively with the Regulator for the purpose of developing appropriate procedures relating to the application of this Agreement to or by the Regulator.

COORDINATED MANAGEMENT, ADMINISTRATION AND DEVELOPMENT OF STRADDLING AREAS AND STRADDLING RESOURCES

Interpretation

In this Article 5:

if IRC has not given notice under subsection 3.3(b) that it wishes to be bound by this Article 5 (or any specific provision hereof):

“Party” means Canada or the GNWT individually and **“Parties”** means Canada and the GNWT; and

“Affected Party” means a Party, as defined in paragraph 5.1(a)(i), which has administration and control of a Petroleum Resource which forms part of a Straddling Resource; and

if IRC has given notice under subsection 3.3(b) that it wishes to be bound by this Article 5 (or any specific provision hereof):

“**Party**” means Canada, the GNWT or IRC individually and
“**Parties**” means all or any two of Canada, the GNWT or IRC
; and

“**Affected Party**” means a Party as defined in paragraph 5.1(b)(i)
which owns or has administration and control of a Petroleum
Resource which forms part of a Straddling Resource.

Area of Application

This Article 5 applies to the Notification Area, Straddling Areas and Straddling Resources in the ISR.

Notification of a Potential Straddling Resource

Where the data obtained from surveys or drilling results in the Notification Area provide sufficient information for the Regulator to consider whether a Pool or Field exists or does not exist, the legislation referred to in subsection 7.1(a) shall provide that the Regulator shall determine whether a Pool or a Field is a Straddling Resource and shall forthwith notify the Parties of its findings and upon request, provide all related information, results and data to the Parties as may be required or requested.

Proof of a Straddling Resource

A determination by the Regulator that a Pool or Field is a Straddling Resource is sufficient proof that such Pool or Field is a Straddling Resource for the purposes of and as defined in this Agreement.

Following the determination by the Regulator that a Pool or Field is a Straddling Resource, the Affected Parties shall, upon request, share with the other Affected Parties, information, results and data as may be relevant to the proper and efficient management, administration and development of the Pool or Field.

Unitization of a Straddling Resource

Where the Regulator has determined that a Pool or Field is a Straddling Resource, an Affected Party, upon being informed by an Interest Holder or the Regulator that the Interest Holder intends to develop the Pool or Field to produce Petroleum, shall forthwith notify the other Affected Parties of the Interest Holder’s intentions.

Any Affected Party may require of the other Affected Parties in accordance with the unitization processes set out in this Article 5, or as may otherwise be agreed by the Parties, that any Pool or

Field that is a Straddling Resource be exploited as a single unit.

An exploration or drilling program related to the exploration of a Straddling Resource shall, to the extent practicable, be considered and managed as a single exploration or drilling program, and will be considered as such for the purpose of discharging exploration and drilling obligations under any Interest where applicable

Where unitization is required by an Affected Party pursuant to subsection 5.5(b), the Affected Parties shall require the Interest Holder(s) to enter into a Unitization Agreement with the Affected Parties. No development plan shall be approved or consented to prior to a Unitization Agreement being concluded.

If it becomes apparent after production commences that a Pool or Field is a Straddling Resource, the Affected Party in whose jurisdiction the Pool or Field is being produced shall notify the other Affected Parties whose jurisdictions the Pool or Field straddles and either of the other Affected Parties may request that the Straddling Resource be exploited as a single unit, in accordance with section 5.5 and if they have not already done so, to enter into a Unitization Agreement as provided in this Agreement with the Affected Parties and all other Interest Holder(s), if any, in the Straddling Resource.

A Unitization Agreement shall be concluded pursuant to subsection 5.5(d) or subsection 5.5(e) with all Affected Parties and Interest Holders in the Straddling Resource and shall provide, *inter alia* for:

the conjoining of their respective rights and interests in the Straddling Resource as provided in the legislation;

sharing the costs and benefits among the Interest Holder(s) relating thereto;

operating the Straddling Resource as a single unit;

determination of the unit operator from among the Interest Holders;

the distribution, extent and estimated total Petroleum reserves of the Straddling Resource;

the apportionment between or among the affected jurisdictions of the Petroleum resources comprising the Straddling Resource to provide for the apportionment of production for royalty calculation purposes, which apportionment of production shall reflect the apportionment of Petroleum

resources between or among the jurisdictions unless the Parties otherwise agree in writing; and

the apportionment of costs for royalties calculation purposes shall reflect the apportionment of Petroleum resources as determined or agreed upon under paragraph 5.5(f)(vi).

Where there is common ownership holding exclusive Interests in more than one jurisdiction for the entire Straddling Resource, the Affected Parties shall require the holder of those Interests to conclude a Unitization Agreement with the Affected Parties.

If there is no Interest Holder in one jurisdiction which a Straddling Resource straddles, the Affected Party for that jurisdiction shall represent that area in the processes contemplated by this Agreement until such time as an Interest is awarded for that area. All reasonable efforts will be made to award an Interest in the area as soon as possible.

If the Affected Parties and any Interest Holders are unable to reach agreement on a Unitization Agreement within 90 days of the date of delivery of a notice pursuant to subsection 5.5(d) or subsection 5.5(e), an Affected Party may request that the matter be resolved by an Independent Expert in accordance with the procedure set out in Article 6.

An Affected Party or an Interest Holder shall have the right to request a redetermination of the allocation of production of the Straddling Resource between or among the Offshore, Inuvialuit Lands, and the Onshore outside of Inuvialuit Lands, as applicable, or one or more of the elements set out in this section 5.5 according to conditions specified in the Unitization Agreement. Any redetermination shall have effect only on a prospective basis with respect to future production.

Unless terminated earlier by agreement of the Parties that are party to such an agreement, a Unitization Agreement or any other agreement concluded pursuant to this Agreement shall remain in force until the later of the date on which:

commercial production ends from all Straddling Resources to which any Unitization Agreement applies; and

there are no longer any outstanding obligations with respect to decommissioning or abandonment of any part of the

production system in a Straddling Resource to which any Unitization Agreement applies.

Royalty Charges

The Parties agree not to charge a royalty, tax or similar levy on any share of Petroleum produced from the jurisdiction of another Party as apportioned under a Unitization Agreement, without prior written agreement of that other Party, notwithstanding the location of the installations from which the Petroleum is produced.

ISSUES AND DISPUTE RESOLUTION

Identification of Issues

If a Party believes that an issue has arisen related to the implementation of this Agreement or any other agreement supplemental to this Agreement, the Party may refer the matter to the Committee with the objective of early identification and resolution of the issue.

In this Article 6, "**Dispute**" means a dispute among the Parties, or between any two of the Parties, in respect of the interpretation, application or implementation of this Agreement or any agreement entered into pursuant to or in furtherance of this Agreement, but excludes any dispute arising under this Agreement that is within the jurisdiction of the Arbitration Board under section 18 of the IFA.

Unless the Parties to a dispute otherwise agree, disputes under this Agreement involving matters within the jurisdiction of the Arbitration Board under Section 18 of the IFA shall be determined under the dispute resolution procedures set out in Section 18 of the IFA.

Dispute Resolution

If a Dispute arises, the Parties to the Dispute shall first attempt to resolve the Dispute through negotiation.

If a Dispute is not resolved through negotiation within 90 days, and the Dispute is not required to be referred to an Independent Expert pursuant to section 6.3, the Dispute shall be referred for resolution by arbitration in accordance with this subsection 6.2(b):

on written demand of any Party to the Dispute, the Parties to the Dispute shall attempt to appoint a single arbitrator. If the Parties are unable to agree on a single arbitrator within 60

days, then each Party shall name an arbitrator;

where there are only two Parties to the arbitration so that only two arbitrators are named pursuant to paragraph 6.2(b)(i), those two arbitrators shall promptly choose a third arbitrator.

if any Party shall fail to name an arbitrator within 10 days following the initial 60 day period provided in paragraph 6.2(b)(i) then the requisite second or third arbitrator, as the case may be, shall be appointed by a Justice of the Supreme Court of the Northwest Territories;

the single arbitrator or arbitrators selected to act under this Agreement shall be qualified by education and training to determine the particular issue in dispute;

the single arbitrator or arbitrators shall proceed immediately to hear and determine the issue or issues in dispute and shall render a decision to each of the Parties to the arbitration within 120 days after the appointment of the last arbitrator, subject to any reasonable delay due to unforeseen circumstances;

notwithstanding the foregoing, in the event the single arbitrator, the arbitrators, or a majority of them, fails to render a decision within 120 days after the appointment of the last arbitrator, then any Party to the arbitration may elect upon written notice to the other Parties to the arbitration to have a new single arbitrator or arbitrators chosen in like manner as if none had previously been selected;

the decision of the single arbitrator, or the decision of the arbitrators, or a majority of them, shall be in writing setting out fully detailed reasons therefor and signed by the single arbitrator, or by the arbitrators, or a majority of them and it shall be binding on the Parties as to the issue or issues submitted to arbitration;

the compensation and expenses of a single arbitrator or arbitrators shall be paid in equal portions by the Parties to the arbitration;

save as otherwise expressly provided in this Agreement, the provisions of the *Arbitration Act* (Northwest Territories) shall apply to arbitrations under this Article 6 and if there is conflict between a provision of this Article 6 and a provision of the

Arbitration Act (Northwest Territories), the provision of this Article 6 shall prevail.

Dispute Resolution by Independent Expert

In the event of a Dispute regarding a matter which a Party to the Dispute determines in its discretion that recourse to an Expert is more appropriate due to the complexity, technical or scientific nature of the subject matter, the Dispute shall be referred to a single Independent Expert for resolution and decision in accordance with the provisions of Annex II of this Agreement.

GENERAL

Legislative Measures

In order to give effect to the provisions of this Agreement, Canada will introduce into Parliament and support as a government measure, legislation necessary to:

amend the *Canada Oil and Gas Operations Act*, and the *Canadian Petroleum Resources Act* and any regulations made under those Acts, as required;

implement certain aspects of this Agreement as required; and

make consequential amendments to other federal legislation including the *National Energy Board Act*, as required.

In order to give effect to the provisions of this Agreement, the GNWT will introduce into the Legislative Assembly and support as a government measure, legislation to:

substantially mirror the legislation amended pursuant to paragraph 7.1(a)(i);

establish the National Energy Board as the Regulator for the purposes of this Agreement and particularly as the Regulator for the ISR; and

make consequential amendments to other territorial legislation as required.

Severability

Unless otherwise determined by a court of competent jurisdiction, if any provision of this Agreement is rendered invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.

If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall make their best efforts to amend the Agreement to remedy or replace the provision.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable in the Northwest Territories.

Nothing in subsection 7.3(a) shall be construed so as to limit the jurisdiction of any other court, including the Federal Court of Canada, as that court's jurisdiction may be set forth from time to time in the legislation establishing the court.

Further Assurances

The Parties shall with reasonable diligence do all things and provide all further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the Party granting the waiver. No waiver under this section 7.5 affects the exercise of any other rights under this Agreement.

Headings

The headings in this Agreement have been inserted for convenience only and are not to affect the interpretation of this Agreement.

Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single

document. Counterparts may be transmitted by facsimile transmission or in electronically scanned form. A Party that has transmitted an executed counterpart by facsimile transmission or electronically shall also deliver an original counterpart to each of the other Parties, but failure to do so shall not invalidate this Agreement.

[The remainder of this page is intentionally left blank. Signatures are to appear on the following page.]

IN WITNESS WHEREOF the undersigned Parties have executed and delivered this Agreement the ____ day of _____, 201_.

**GOVERNMENT OF CANADA, as
represented by the Minister of Indian
Affairs and Northern Development**

Per _____
: Name:
Title:

Per _____
: Name:
Title:

**GOVERNMENT OF THE NORTHWEST
TERRITORIES, as represented by the
Premier**

Per _____
: Name:
Title:

Per _____
: Name:
Title:

**INUVIALUIT REGIONAL CORPORATION, as
represented by the Chair of the Inuvialuit
Regional Corporation**

Per _____
: Name:
Title:

Per _____
: Name:
Title:

CONSENSUS DRAFT
March 11, 2013

WITHOUT PREJUDICE
SUBJECT TO LEGAL
TECHNICAL REVIEW

ANNEX I
CONTACTS

ANNEX II

INDEPENDENT EXPERT PROCEDURE

1. This Annex II applies to Disputes referred to an Independent Expert under section 6.3.
2. No later than 90 days following the request of a Party to submit the Dispute to an Independent Expert, the Parties to the Dispute (hereinafter in this Annex II, the "**Parties**" and any one of such Parties, a "**Party**") shall appoint the Independent Expert.
3. The Independent Expert shall be chosen by agreement between or among the Parties from persons who possess acknowledged expertise and experience in the field in regard to which the Dispute has arisen and who have no conflict of interest.
4. If, by the end of the 90-day period specified in paragraph 2 of this Annex II no agreement has been reached over the choice of the Independent Expert, each Party shall submit to the other Party or Parties the names of two Independent Experts, and the Parties shall within 30 days of the exchange of submissions select the Independent Expert from the submissions by drawing lots.
5. If the Independent Expert to be appointed is unable or unwilling to act or fails, in the opinion of the Parties, to act within a reasonable period of time to decide the matter in question, then the Parties shall apply once again the procedure provided for in paragraphs 3 and 4 of this Annex II.
6. If within the time specified under this Annex II a Party fails to respond to any request or notice, such Party shall be deemed to have waived its rights to participate in the process for appointing an Independent Expert set out in this Annex II, but nevertheless shall be bound by the actions of the other Party or Parties in selecting an Independent Expert and by the decision of the Independent Expert.
7. The task of the Independent Expert will be to reach an independent determination of the matters in Dispute submitted to him by the Parties.
8. The Independent Expert may, with the prior written consent of the Parties, engage an independent contractor or contractors to perform work necessary to enable the Independent Expert to reach a decision.
9. The fees and disbursements of the Independent Expert, including the cost of any independent contractor or contractors approved by the Parties under paragraph 8, shall be borne equally by the Parties involved in the dispute.

10. All meetings of the Independent Expert with representatives of a Party shall include the chosen representatives of the other Party or Parties. All communications among the Parties and the Independent Expert outside of meetings shall be conducted in writing, and a person communicating with the Independent Expert shall at the same time copy the communication to the other Party or Parties.
11. A Party may be assisted by any Interest Holders holding Interests issued by that Party.
12. The Independent Expert shall render a preliminary decision within 90 days following the date of his or her appointment, or within any other period agreed to by the Parties. The preliminary decision shall be accompanied by supporting reasons and documentation needed to allow the Parties to assess the decision adequately.
13. Each Party (in this paragraph the “**Requesting Party**”) shall have the right, within 60 days following its receipt of the preliminary decision, to request that the Independent Expert clarify or reconsider his or her decision as well as the supporting reasons and documentation, and to make additional submissions to the Independent Expert for the Independent Expert’s consideration. In the event of a request and further submissions, the other Party or Parties shall, within 15 days after receipt of a copy of the Requesting Party’s submissions, have the right to make further submissions.
14. Each Party shall require Interest Holders holding Interests issued by that Party to cooperate fully in supplying information and otherwise facilitating any determination or redetermination performed by the Independent Expert.
15. The Independent Expert shall issue his or her final decision in writing on the matter in Dispute no later than 120 days after having rendered the preliminary decision.
16. The Independent Expert shall review all communications and submissions made by the Parties before rendering his or her decision.
17. In the final decision, the Independent Expert shall provide fully detailed reasons for his or her decision. The final decision shall be final and binding on the Parties; and must not be challenged by appeal or review in any court except on the ground that the Independent Expert erred in law or exceeded the Independent Expert’s jurisdiction. Each Party agrees to implement the final decision in accordance with its terms.
18. The Parties shall require that the Independent Expert and any independent contractor hired by the Independent Expert take all reasonable steps to maintain the confidentiality of all information supplied to them.

19. Where a person has acted as an Independent Expert in a Dispute,
 - a. the person may not be called to give evidence, and is not compellable as a witness, in legal proceedings related to the Dispute; and
 - b. the person's notes or records related to the Dispute are not admissible as evidence in any legal proceedings related to the Dispute.

**Schedule 7
INVENTORY OF SITES**

(Section 1.1(tt))

PART A – Released Sites

[NTD: These are the sites which meet the criteria set out in s. 8.3(f) of the AIP and any other sites in respect of which Canada is released pursuant to the agreement.]

[NTD: Those sites that the GNWT or an Aboriginal Party was/is the proponent should be listed here as Released Sites and low risk sites]

PART B – Remediated Sites

PART C – Excepted Waste Sites

PART D - Sites Requiring Remediation

PART E – Operating Sites

Schedule 8
WASTE SITES MANAGEMENT COMMITTEE (WSMC)

Terms of Reference

(Section 6.72)

1. Purpose:

The WSMC shall be established as an intergovernmental committee created to monitor the implementation of the Waste Sites chapter ("**Chapter 6**") of this Northwest Territories Lands and Resources Devolution Agreement ("**Agreement**") including to review, discuss and consider, and provide advice and recommendations to Canada in respect of the Management of Waste Sites for which Canada remains legally responsible (such waste sites in these Terms of Reference, "**Waste Sites**"), as outlined in Chapter 6 or the Agreement).

2. Principles:

- (a) Canada is committed to the Management of Waste Sites in a consistent and cost-effective manner to reduce and, where possible, eliminate risk to human and environmental health and liability associated with Waste Sites as outlined in Canada's Contaminated Sites Management Policy applicable in the NWT.
- (b) Canada shall, subject as otherwise set out herein, consider any advice and recommendations of the WSMC, including any dissenting advice and recommendations, before making a decision in respect of any matter contemplated in section 6.73.
- (c) All decisions with respect to the Management of Waste Sites by Canada and the prioritization of the Management of Waste Sites and remediation actions pursuant to Chapter 6 of the Agreement, shall be solely the responsibility of Canada.

3. Structure:

- (a) The WSMC shall be comprised of members who shall be responsible officials from each Party to the Agreement knowledgeable in matters related to Chapter 6 of the Agreement, one appointed by each Party. Each Party may also designate a responsible official knowledgeable in matters related to Chapter 6 of the Agreement as a deputy member who may act in the place of that Party's member.
- (b) The chair of the WSMC for meeting purposes shall be the member appointed by Canada and such chair shall prepare and distribute, or designate a member of another Party with that member's concurrence to

prepare and distribute, minutes of such meetings and records of all recommendations of the WSMC.

- (c) The WSMC will meet no less than twice per calendar year, in person at locations within the Northwest Territories agreed to by the members of the WSMC, or otherwise through electronic forms of meeting, including conference calls and video-conferences. Members of the WSMC shall be provided reasonable notice to prepare for and attend meetings of the WSMC.
 - (d) A quorum of the WSMC shall be comprised of a member (or a deputy member in their place) from Canada, the GNWT and a majority of the Aboriginal Parties being in attendance in person or by a means contemplated in subsection (c), provided that if a representative of a Party does not attend a scheduled meeting of the WSMC, the WSMC shall be entitled to proceed with a rescheduled meeting and if, after receiving reasonable notice of the rescheduled meeting, such representative fails to attend the rescheduled meeting then a quorum of the WSMC may be constituted without the attendance of a member from that Party.
 - (e) An ad hoc meeting may be called by a Party to address urgent, unexpected, emergency or other pressing issues related to the Management of Waste Sites. The ad hoc meeting will occur as soon as practicable after the Party requests the meeting.
 - (f) Each Party shall be responsible for maintaining its own files and records.
 - (g) Canada shall be responsible for the costs of holding meetings and, subject as otherwise set out in the Agreement, each Party shall be responsible for its own costs of participating in the meetings.
 - (h) The Parties may by mutual agreement establish additional administrative practices and procedures which are consistent with the purposes of the WSMC as outlined in these terms of reference.
 - (i) The Parties may collectively agree to consult with or seek the participation of other parties or experts on matters related to the Management of Waste Sites in the NWT.
4. Process:
- (a) Subject to any restrictions on the disclosure of information in any law and where disclosure does not prejudice Canada's interests, Canada shall share information in its possession or control related to Waste Sites, including its reports and analyses on specific Waste Sites projects, with the WSMC for the purpose of seeking its advice and recommendations.

- (b) To the extent that any information shared by Canada with the WSMC is confidential in nature, the Parties (and their representative) will maintain the confidentiality of such information.
- (c) Each of the other Parties shall be entitled to share with the WSMC information in its possession or control related to Waste Sites or any other waste sites of which the other Parties are unaware, including any reports and analyses on specific Waste Sites projects, for the purpose of the WSMC reviewing and considering such information and offering advice or making recommendations to Canada. The Aboriginal Parties are encouraged to gather and synthesize such information from their respective local communities for sharing with the WSMC.
- (d) Reasonable efforts shall be made to achieve agreement among WSMC members with respect to the advice and recommendations provided to Canada. In the absence of agreement, the advice and recommendations of the WSMC may include both the advice and recommendations of the majority and the advice and recommendations of a dissenting member(s).
- (e) Canada shall consider all advice and recommendations of the WSMC, including any dissenting advice and recommendations, before making a decision on a matter that is a subject of the WSMC. Canada may accept or not or otherwise vary the advice and recommendations of the WSMC and shall provide summary reasons if it does not accept or varies the advice and recommendations of the WSMC.
- (f) In circumstances that Canada deems a matter is an emergency or time critical, it may and shall be entitled to take actions despite the fact that a matter may be under review by the WSMC or may not have been reviewed by the WSMC. Canada will report such actions to the WSMC as soon as possible in the circumstances.

5. Amendments:

Amendments to these Terms of Reference of the WSMC may only be made by agreement of all Parties to the Agreement.

6. Dispute Resolution:

Nothing in these Terms of Reference shall abrogate, override or derogate from the dispute resolution procedures contemplated in Chapter 6 nor shall any disagreements or disputes at the WSMC be the subject of the dispute resolution procedures contemplated in Chapter 6.

Schedule 9
LIST OF FEDERAL BUILDINGS TO BE TRANSFERRED
(section 8.1)

Property Name	Street Address	Legal Description	Community	Current Use
1. Six-Plex Office Bldg	9709 99th Street	L 5-65, P316 LTO	Fort Simpson	Office
2. T-62 4-Bay Garage	Tulita Street	L 63, P748 LTO	Norman Wells	Garage
3. District Office	86 Duck Lake Rd	Lot 31 Blk 28	Inuvik	Office
4. Residence	Lot 170		Fort Liard	Shed
5. Taiga Laboratory	4601-52nd Ave	Lot 808-1 Group 964 Plan 678	Yellowknife	Lab
6. Core Storage Building	4601-52nd Ave	Lot 808-1 Group 964 Plan 678	Yellowknife	Storage
7. Trailer	4601-52nd Ave	Lot 808-1 Group 964 Plan 678	Yellowknife	Storage
8. C.S. Lord Geoscience Bldg	4601-52nd Ave	Lot 808-1 Group 964 Plan 678	YellowknifeLab and	Office
Land Only		Lot 2 Group 179	Sachs Harbour	Land

[NTD: Final list subject to confirmation.]

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Schedule 10
LEASES TO BE ASSIGNED TO THE GNWT
(section 8.11)

[List of leases]

Schedule 11
LIST OF ONE TIME TRANSITIONAL ACTIVITIES
GOVERNMENT OF THE NORTHWEST TERRITORIES
(Section 9.1)

Organizational Design

- Development of an appropriate organizational design
- Transition team
- transition, implementation activities, planning, and working groups

Human Resources

- Job description preparation, evaluation, and matching
- Communications
- Recruitment activities (including early hire), compensation survey and research, staff orientation plans, training and development plans
- Administrative support (training, payroll)
- Labour Relations

Properties and Space

- Assessment of federal buildings, surveys, legal registration
- Hard core (mineral) library facility, core samples, core cataloguing
- Tenant improvements, office churn, office furniture and equipment, LAN, staff and equipment relocations

Movable Assets

- Preparing inventories, identification of deficiencies, review and assessment of moveable assets

Information Systems

- Assessment of GNWT post-devolution requirements and compatibility, evaluation of INAC's IT/IS systems, evaluation of provincial systems
- GNWT information needs assessment
- Design IM structure, acquisition and installation of major systems & equipment and advance testing
- Purchase and installation of desktops

Files and Records

- Records inventory review, districts site visits, assessment and identification
- Transition planning, transfer management, scheduling and integration
- Preparation of Records centre for the transfer, data input into IRMS database, and staff training

Contracts

- Review of contracts/leases, assignments

Waste Sites

- Inventory, assessments, planning and site auditing

Onshore/Offshore Oil and Gas Coordination

- Negotiating, drafting and review of the agreement or agreements referred to in section 5.5.

Legislation

- Drafting, legal support, policy support, consultations

Communications

- Plans and products for employees, target groups and general public

Water Network

- Assessment of hydrometric network requirements
- Establishment of new water stations

Official Languages

- Signage, forms, etc.

Schedule 12
ONE-TIME TRANSITION FUNDS FOR THE GNWT

PART A (Section 9.1)

Activity	2011-2012	2012-2013	Total
Various One-time transitional activities set out in Schedule 9.1	\$2,000,000	\$2,000,000	\$4,000,000

PART B (Section 9.2)

ONE-TIME TRANSITION FUNDS FOR THE GNWT – CASH FLOW

Item	2011-12/2012-13	2013-14	Future Year(s)	Total
Cash Flow	\$4,000,000	TBD	TBD	\$26,500,000

Schedule 13
LIST OF ONE TIME TRANSITIONAL ACTIVITIES FOR ABORIGINAL PARTIES
(Section 9.3)

Organizational Design

- Review of (GNWT's) organizational design for service delivery, participation on transition team(s)

Legislation

- Review (of territorial) mirror legislation

Waste Sites

- Participation in the development/refinement/review of waste sites inventory, planning, site visits, due diligence and environmental audits and working with Aboriginal land owners (settled land claims organizations).

Post-Devolution Regimes

- Negotiating the bilateral agreement or agreements referred to in Chapter 4.

Schedule 14
One-Time Transitional Funding Provided to the Aboriginal Parties

PART A (Section 9.3)

Aboriginal Party	2011-12	2012-2013	Total
IRC	\$281,371	\$105,145	\$386,516
NWTMN	\$168,629	\$93,868	\$262,497
SSI	-	\$103,610	\$103,610
GTC	-	\$100,603	\$100,603
Tłıchq̓ Government	-	\$96,775	\$96,775
Total	\$450,000	\$500,001	\$950,001

PART B CASH FLOW (Section 9.4)

Item	2011-12/2012-13	2013-2014	Future Year(s)	Total
IRC	\$386,516			
NWTMN	\$262,497			
SSI	\$103,610			
GTC	\$100,603			
Tłıchq̓ Government	\$96,775			
Total	\$950,001			Up to \$4,000,000

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Schedule 15
DEVOLUTION IMPLEMENTATION PLAN
(section 11.1)

[NTD: Legislative Drafting Protocol to become part of Implementation Plan]

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Schedule 16
LINE OF DELIMITATION

(section 1.1)

[Legal Description for Line of Delimitation]

Schedule 17
NOTICES AND COMMUNICATION
(section 2.44)

If to Canada:

If to the GNWT:

If to the IRC:

If to the NWTMN:

If to the SSI:

If to the GTC:

If to the Tłıchǫ Government:

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Schedule 18
NORTHWEST TERRITORIES RESOURCE REVENUE SHARING AGREEMENT
(section 10.13)