

**NORTHWEST TERRITORIES LANDS AND RESOURCES DEVOLUTION  
FRAMEWORK AGREEMENT**

Made with effect as of this 18<sup>th</sup> day of March, 2004.

**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 Minister Responsible for Aboriginal Affairs  
(hereinafter referred to as the "GNWT")**

**and**

**The Aboriginal Summit  
by its members listed below**

**Akaiicho Territory Government  
Gwich'in Tribal Council  
Inuvialuit Regional Corporation  
North Slave Metis Alliance  
Northwest Territory Metis Nation  
Sahtu Dene Council/Sahtu Secretariat Incorporated  
The Tl'cho as represented by the Dogrib Treaty 11 Council**

**which have executed this Framework Agreement  
(hereinafter referred to as the "Aboriginal Summit")**

**PREAMBLE:**

Whereas, pursuant to the MOI, the Intergovernmental Forum recognized that the devolution of the administration and control of lands and natural resources onshore in the Northwest Territories will enhance the ability of the territorial and Aboriginal governments to serve the interests of their constituents, increase their self-sufficiency, and promote the effective, efficient and coordinated development of the natural resources of the Northwest Territories.

Whereas, Canada is prepared to devolve the administration and control of Public Lands and rights in respect of Waters administered by the Northern Affairs Program of the Department of Indian Affairs and Northern Development.

Whereas, such devolution shall be done in a manner that recognizes and complements the evolving government to government relationships within the framework of the Canadian Constitution in the NWT and shall allow for a post-devolution land and resource management regime in which governments, including Aboriginal governments, share responsibilities, decision making authorities and resource revenues.

Whereas, such devolution shall be done in a manner that respects existing Aboriginal, Treaty and other rights of the Aboriginal peoples of the NWT and any fiduciary duties or obligations of the Crown to the Aboriginal peoples of the NWT.

Whereas, such devolution shall be done in a manner that respects the existing land and resource rights of third parties.

Whereas, the Parties have agreed to enter into this Framework Agreement to govern the conduct of their negotiations and to set out the process and schedule for negotiations with a view to conclude an Agreement-in-Principle and the Devolution Agreement.

Whereas, the negotiations pursuant to this Framework Agreement are among Canada, the GNWT and the Aboriginal Summit.

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

**PART 1  
DEFINITIONS**

1.1 In this Framework Agreement:

“Agreement-in-Principle” means the Agreement-in-Principle which the three Parties have committed to negotiate pursuant to this Framework Agreement.

“Chief Negotiator” means the person designated by each of the three Parties as its Chief Negotiator.

“Devolution Agreement” means the agreement negotiated pursuant to the Agreement-in-Principle.

“Framework Agreement” means this Northwest Territories Lands and Resources Devolution Framework Agreement.

“NWT” means the Northwest Territories.

“Parties” means the three parties to this Framework Agreement, being Canada, the GNWT and the Aboriginal Summit.

“Public Lands” means any land and any interest in any land onshore in NWT that belongs to Her Majesty in Right of Canada, which, for greater certainty, includes:

- (a) Mineral resources;
- (b) Oil and gas resources; and
- (c) Beds of bodies of water;

but which excludes lands under the administration and control of the Commissioner of the NWT immediately prior to the effective date of the Devolution Agreement and any lands, beds of bodies of water, or any interests in lands or beds of bodies of water, that are excluded from transfer pursuant to the Devolution Agreement.

“MOP” means the Memorandum of Intent on Devolution and Resource Revenue Sharing dated May 22, 2001, a copy of which is appended to this Framework Agreement as Appendix I.

“Waters” means any inland waters on or below the surface of land onshore in the NWT, whether in a liquid or frozen state, except any waters that are excluded from transfer pursuant to the Devolution Agreement.

## **PART 2 PURPOSE**

2.1 The purpose of this Framework Agreement is to:

- (a) commit the Parties to negotiate with a view to concluding the Agreement-in-Principle based on this Framework Agreement;
- (b) facilitate effective, timely and orderly negotiations of the Agreement-in-Principle and the Devolution Agreement based on the Agreement-in-Principle;
- (c) set out the process for negotiations; and
- (d) identify subject matters to be addressed in the negotiations.

**PART 3  
GENERAL**

**Interpretation**

- 3.1 Nothing in this Framework Agreement, nor the execution by any signatory hereto, is to be interpreted as creating, recognizing or denying any rights or obligations, or any legal status or capacity, of any of the signatories.
- 3.2 All negotiations leading to, or pursuant to, this Framework Agreement and all related documents, except for the Devolution Agreement once it has been brought into effect, are without prejudice to the position of any Party or signatory hereto in any proceedings before a court or other forum and shall not be construed as admissions of fact or liability.
- 3.3 This Framework Agreement is not legally binding and is without prejudice to any legal position of any Party or signatory hereto.

**Amendment**

- 3.4 This Framework Agreement may be amended with the written consent of the Parties.

**Good Faith**

- 3.5 The Parties agree that the negotiations shall be governed by the provisions set out in the MOI.
- 3.6 The Parties confirm their commitment to continue in good faith the negotiations of the Agreement-in-Principle in accordance with the work plans and schedules determined by the Chief Negotiators pursuant to this Framework Agreement.

**Funding**

- 3.7 To assist the Aboriginal Summit in the formal negotiation process, Canada and the GNWT agree to contribute funding to enable its participation in the process.

**PART 4**  
**SUBJECT MATTERS FOR NEGOTIATION**  
**OF AN AGREEMENT-IN-PRINCIPLE**

- 4.1 The following subject matters are to be addressed in the negotiations of the Agreement-in-Principle. The list is not intended to be restrictive, and each of the Parties may raise other issues for negotiation:
- (a) **Transfer of Administration and Control –** The transfer by Canada of the administration and control of Public Lands and rights in respect of Waters administered by the Northern Affairs Program of the Department of Indian Affairs and Northern Development, including provisions addressing the following:
    - (i) the provision of legislative authority to make laws with respect to Public Lands and rights in respect of Waters;
    - (ii) the management of programs, services and other responsibilities relating to Public Lands and Waters and rights in respect of Waters;
    - (iii) the legislative approach required to give effect to the Devolution Agreement;
    - (iv) existing third-party interests;
    - (v) existing federal interests in lands or waters;
    - (vi) the right of Canada to take back administration and control of Public Lands and rights in respect of Waters for the settlement or implementation of Aboriginal land and resource agreements, treaties, land claims agreements or self-government agreements, the welfare of Indians and Inuit or any matters in the national interest, and the process for the exercise of such a right, including any consultation requirements.
  
  - (b) **Post-Devolution Land and Resource Management –**
    - (i) identification of the key features of the post-devolution land and resource management regime;
    - (ii) post-devolution implementation of the land and resource management regime;
    - (iii) development of legislation.
  
  - (c) **Oil and Gas –**
    - (i) an onshore oil and gas management regime in the NWT, including territorial regulation of oil and gas operations currently conducted

by the National Energy Board;

- (ii) the manner in which offshore oil and gas management will be addressed; and
  - (iii) efficient and effective administration among onshore and offshore jurisdictions in the Northwest Territories.
- (d) Waste Sites - The roles and obligations in relation to responsibilities for waste sites.
  - (e) Human Resources – Terms and conditions respecting federal employees affected by devolution.
  - (f) Federal Properties, Assets, Contracts and Records - Terms and conditions respecting the transfer of certain federal properties, assets, contracts and records.
  - (g) Transitional and Ongoing Funding – The provision of one-time transitional funding and adequate ongoing program funding, together with a reasoned estimate of such funding.
  - (h) Net Fiscal Benefit – The formula for the calculation of the net fiscal benefit to the NWT.
  - (i) Resource Revenue Sharing.
  - (j) Pre-Devolution and Post-Devolution Transition and Implementation.
  - (k) the parties and signatories to the Agreement-in-Principle and Devolution Agreement.
  - (l) such other general provisions, as the Parties may agree, including provisions respecting:
    - (i) legislative authority;
    - (ii) the relationship of devolution to existing Aboriginal, Treaty and other rights of the Aboriginal peoples of the NWT;
    - (iii) indemnities;
    - (iv) appropriation of funds;
    - (v) jurisdiction of courts;
    - (vi) dispute resolution;
    - (vii) benefit plans/agreements
    - (viii) obligations and benefits arising under national and international agreements;

- (ix) obligations pursuant to Aboriginal land and resource agreements, treaties, land claims agreements or self-government agreements, in the NWT.

## **PART 5 APPROVAL PROCESSES**

### **Approval of this Framework Agreement**

- 5.1 The Chief Negotiators will recommend this Framework Agreement for approval by their principals with a target for such approval and execution by the end of August, 2003.

### **Initialing and Approval of Agreement-in-Principle**

- 5.2 Upon completion of the negotiation of the Agreement-in-Principle, the Chief Negotiators will initial the Agreement-in-Principle and recommend it to their principals for approval.

### **Negotiation and Approval of the Devolution Agreement**

- 5.3 (a) After the Agreement-in-Principle has been approved, the parties thereto will work towards completion of the Devolution Agreement based on, and in the manner set out in, the Agreement-in-Principle.
- (b) The Devolution Agreement will set out processes for its approval and bringing it into effect.

## **PART 6 NEGOTIATION PROCESS**

- 6.1 The main table will consist of the Chief Negotiators designated by each of the Parties and their respective negotiating teams.
- 6.2 The Chief Negotiators are collectively responsible for directing the conduct and coordination of the activities of the main table.
- 6.3 The Parties acknowledge that the Net Fiscal Benefit to the NWT will be negotiated with Finance Canada, and will form a fundamental element of each of the Agreement-in-Principle and the Devolution Agreement.
- 6.4 The Chief Negotiators will set work plans for negotiations including agendas, schedules and priorities, and such work plans will provide that the main table will meet at least once a month.

- 6.5 The Chief Negotiators will, as soon as is practicable, identify their requirements for the identified subject matters of the Agreement-in-Principle, and such requirements will be taken into consideration in the development of work plans.
- 6.6 The Chief Negotiators may establish working groups and drafting groups and set work plans for such groups, including agendas, schedules and priorities.
- 6.7 The Chief Negotiators may name a person to chair a meeting of the main table or of a working group.
- 6.8 As soon as appropriate after the signing of this Framework Agreement, the Chief Negotiators shall establish a working group to examine federal legislation that may require amendment to give effect to the Devolution Agreement.
- 6.9 As soon as is practicable after the signing of this Framework Agreement, the GNWT and Aboriginal Summit shall establish a working group to identify the nature and scope of the territorial legislation required to give effect to the Devolution Agreement, and list, to the extent practical, territorial legislation which will need to be enacted as a consequence.
- 6.10 Unless otherwise agreed by the Chief Negotiators, the Parties will host negotiating sessions on a rotating basis.
- 6.11 The host of a negotiating session will prepare a summary record of the main table meeting and circulate it to each of the other negotiating teams for comment and approval.
- 6.12 Information relevant to the subject matters of these negotiations, not subject to confidentiality restrictions, will be made available on a timely basis by the Parties to each other upon request. Any confidential information disclosed will be held in confidence.
- 6.13 Any two Parties may negotiate bilateral agreements on any of the subject matters and, with the agreement of all Parties, any such bilateral agreement may be incorporated into and form part of the Agreement-in-Principle or Devolution Agreement. No such bilateral agreement shall create any legally enforceable rights, obligations or liabilities binding on any party which is not a party to the bilateral agreement unless agreed in writing by such party.
- 6.14 The Parties to a bilateral negotiation will inform and update the main table on a timely basis of any matters that are the subject of such bilateral negotiations.



**PART 7  
TARGET DATES**

- 7.1 The Parties will negotiate with a view to conclude negotiations of the Agreement-in-Principle as soon as is reasonably possible with a target for approval by March 2004.
- 7.2 Upon approval of the Agreement-in-Principle the parties thereto shall negotiate in good faith and make best efforts to conclude the Devolution Agreement by June, 2005, and shall target an effective date for the Devolution Agreement of April, 2006.

Signed,

**The Government of Canada**

By:   
the Minister of Indian Affairs and Northern Development

**The Government of the Northwest Territories**

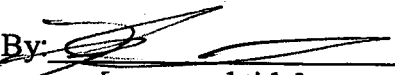
By:   
the Minister of Aboriginal Affairs

**Members of the Aboriginal Summit**

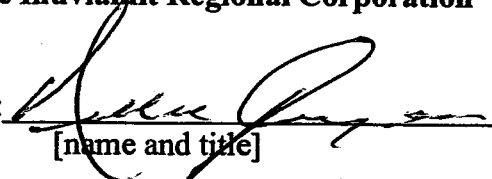
**The Akaitcho Territory Government**

By:   
[name and title]

**The Gwich'in Tribal Council**

By:   
[name and title]

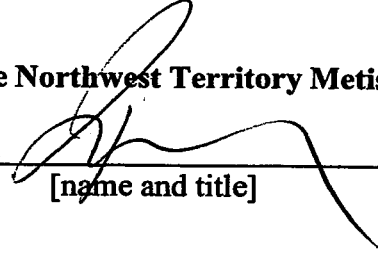
**The Inuvialuit Regional Corporation**

By:  chartered  
[name and title]


**The North Slave Metis Alliance**

By: \_\_\_\_\_  
[name and title]


**The Northwest Territory Metis Nation**

By:   
[name and title]


**The Sahtu Dene Council**

By:   
[name and title]

**The Sahtu Secretariat Incorporated**

By:   
[name and title]

**The Tlicho as represented by the Dogrib Treaty 11 Council**

By:   
[name and title]

**Memorandum of Intent  
On  
Devolution and Resource Revenue Sharing  
*Objectives, Principles, Subject Matters and Process***

**May 22, 2001**

***Preamble***

Whereas, Canada is prepared to devolve the legislative powers, programs and responsibilities for management of land, waters and natural resources onshore in the NWT currently administered by the Department of Indian and Northern Affairs for the Government of Canada;

And Whereas, leaders at the Intergovernmental Forum meeting in Hay River on May 5, 2000 agreed that building solid intergovernmental relationships will be an essential ingredient for Aboriginal, territorial and federal governments to work together effectively in the Northwest Territories;

And Whereas, the agreement to move forward with discussions is possible because of a positive political environment for devolution, including:

- agreement that there is a government-to-government-to-governments relationship within the framework of the Canadian Constitution as agreed through the Intergovernmental Forum;
- recognition of the Inherent Right of Self-government;
- commitments made in Gathering Strength;
- progress made in land and governance arrangements for Aboriginal people;
- recognition that there needs to be a sharing of revenues and responsibilities; and,
- recognition that devolution can increase self-sufficiency.

And Whereas, NWT control over lands, waters and natural resources in the NWT is a key factor in the economic and fiscal future of the NWT.

Now therefore, this Memorandum of Intent sets out the initial objectives, principles, subject matters and process to guide discussions to establish a formal process on devolution and resource revenue sharing.

**APPENDIX I**  
**To the Northwest Territories Lands and Resources Devolution Framework Agreement**

**1.0 Definitions**

For the purposes of this Memorandum of Intent only:

- 1.1 "Devolution" means the transfer of the legislative powers, programs and responsibilities associated with DIAND in the NWT, with respect to the following:
- a) powers to develop, conserve, manage and regulate surface and subsurface natural resources in the NWT, with respect to mining and minerals (including oil and gas) administration, water management, land management, environmental management, and the management of archaeological resources;
  - b) powers to control and administer Crown land with the right to use, sell or otherwise dispose of such land; and,
  - c) powers to levy and collect resource royalties and other revenues from natural resources.

**2.0 Objectives**

Discussions should lead to a process designed to:

- 2.1 Transfer the legislative powers, programs and responsibilities for management of land, water, mines, minerals, oil and gas, the environment and archaeological resources in the NWT currently administered by the Department of Indian and Northern Affairs.
- 2.2 Create a resource management regime in the NWT that manages and regulates resources and development in an effective, efficient and coordinated manner.
- 2.3 Provide that the NWT will receive a fair net fiscal benefit.

**3.0 Principles**

Discussions will be based on and guided by the following principles:

- 3.1 A devolution transfer agreement will be consistent with land claim agreements, self-government agreements, Treaty entitlement and other similar negotiations, and any existing Aboriginal or Treaty rights.

## **APPENDIX I**

### **To the Northwest Territories Lands and Resources Devolution Framework Agreement**

- 3.2** Interim agreements may be used where elements of a devolution transfer agreement are to be implemented in advance of concluded land and governance arrangements for Aboriginal people.
- 3.3** Unless otherwise agreed, It is not the intention that this process will impede, hamper or otherwise interrupt any other new or existing regional discussions, agreements or initiatives between the parties.
- 3.4** Existing land and resource rights of third parties will be respected.
- 3.5** A devolution transfer agreement will include the transfer of those program resources dedicated to resource management at the time of transfer.
- 3.6** Canada will provide continuing funding allocations in the subject areas identified for negotiation until a devolution transfer agreement comes into effect.
- 3.7** One-time transitional expenses related to the transfer will be negotiated.
- 3.8** All resource revenues will be used for government purposes.
- 3.9** The net fiscal benefit to the NWT will be shared between the Government of the Northwest Territories and Aboriginal Governments.
- 3.10** All resource revenues will be shared and allocated in an open and transparent manner and according to a mutually agreed upon formula.
- 3.11** The allocation of resource revenues should take into account the location of resource development activities and the potential for increased impacts, particularly upon the responsibilities of governments, in the area the development takes place.
- 3.12** Resource royalties allocated pursuant to land claims agreements will not be affected by devolution.
- 3.13** A devolution transfer agreement will include a human resources development plan dealing with the transfer of permanent Northern Affairs Program employees.
- 3.14** With respect to environmental obligations and liabilities, those arising from the period prior to the transfer will be the responsibility of Canada. Obligations and liabilities arising following the transfer shall be the responsibility of territorial and aboriginal governments.

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**4.0 Subject Matters**

Discussions will include, but not be limited to, the following subject matters:

- 4.1 Post-devolution governance relationships.
- 4.2 Devolution to territorial and aboriginal governments.
- 4.3 The relationship between a devolution transfer agreement and land claim agreements, self-government agreements, Treaty entitlement and other similar negotiations.
- 4.4 Arrangements for elected governments, which are as close to the people as possible, to make decisions while ensuring an effective, efficient and coordinated management regime.
- 4.5 Interim agreements or arrangements.
- 4.6 The manner in which offshore resource management will be addressed.
- 4.7 Any outstanding resource management and resource program requirements.

**5.0 Process**

- 5.1 Unless otherwise agreed, the necessary instructions will be sought in order to appoint negotiators to enter into formal negotiations as soon as reasonably possible, but no later than March 31, 2002.
- 5.2 To assist Aboriginal leaders in the formal negotiation process, Canada and the GNWT agree to contribute funding to enable their participation in the process.
- 5.3 All necessary resource and management information not protected by corporate confidentiality will be made available on a timely basis before and during negotiations. Any confidential information disclosed will be held in confidence.

**APPENDIX I**

**To the Northwest Territories Lands and Resources Devolution Framework Agreement**

This Memorandum of Intent creates no legally enforceable rights, obligations or liabilities.

This Memorandum of Intent has been endorsed by the Intergovernmental Forum in Inuvik on May 22, 2001.