

Inuvialuit Settlement Region Resource Management Agreement

Between:

Government of the Northwest Territories
("GNWT")

and

Inuvialuit Regional Corporation
("IRC")

Whereas the Inuvialuit Final Agreement establishes a unique regime for the management of land, water and resources in the Inuvialuit Settlement Region, including the Resource Management Boards established by the Inuvialuit Final Agreement;

And Whereas the Parties are working together to facilitate devolution of certain federal legislative powers and responsibilities for management of land, water and resources to the GNWT;

And Whereas it is the desire of the Parties to continue to build upon the Inuvialuit Settlement Region management regime to facilitate devolution of legislative powers and responsibilities to the GNWT;

And Whereas the Parties and the Government of Canada have entered into the Coordination and Cooperation Agreement, and wish to facilitate implementation of measures contemplated in the Coordination and Cooperation Agreement;

And Whereas the Parties have agreed to enter into this Agreement to develop the necessary relationships and arrangements for effective and efficient land, water and resource management in the Western Arctic Region.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement,

"Coordination and Cooperation Agreement" means the Agreement on Coordination and Cooperation in the Management and Administration of Petroleum Resources in the Inuvialuit Settlement Region between the IRC, GNWT and the Government of Canada;

"Devolution Agreement" means the Northwest Territories Lands and Resources Devolution Agreement between the Government of Canada, the GNWT, the IRC,

the Northwest Territories Métis Nation, the Sahtu Secretariat Incorporated, the Gwich'in Tribal Council and the Tli'cho Government;

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

"Inuvialuit Settlement Region" means that portion of the Northwest Territories, Yukon Territory and adjacent offshore area shown as Annex A and described in Annex A-1 of the Inuvialuit Final Agreement;

"Parties" means IRC and GNWT;

"Public Lands" means any land, or interest in land, in the Northwest Territories over which the GNWT holds the administration and control;

"Resource Management Boards" includes the Environmental Impact Screening Committee, the Environmental Impact Review Board, the Wildlife Management Advisory Council (NWT) and the Fisheries Joint Management Committee; and

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

"Western Arctic Region" means the Inuvialuit Settlement Region excluding any area in Yukon.

2. **PURPOSE OF AGREEMENT**

- 2.1 It is recognized that the Inuvialuit Final Agreement has specific terms, conditions and obligations for the establishment and maintenance of Resource Management Boards and decision making processes that can not be altered without the consent of the parties to the Inuvialuit Final Agreement.
- 2.2 The Parties agree that other processes and practices for management of land, water and resources that have been developed since the signing of the Inuvialuit Final Agreement should continue and be formally recognized through the processes contemplated in this Agreement.
- 2.3 Upon the request of the IRC, the Parties will enter into negotiations with a view to concluding arrangements that will improve:
 - (a) processes and mechanisms for management of land, water and resources in the Western Arctic Region; and
 - (b) the coordination and management of land, water and resources in the Western Arctic Region.

3. COORDINATION SUBJECT MATTERS

3.1 Upon the request of either Party, the Parties shall enter into negotiations with a view to concluding, within two years of the request, agreements on any of the following subject matters:

- (a) the development and establishment of cooperative and collaborative arrangements between IRC and GNWT to address certain land and resource management functions, including water management and licensing, heritage resources management and protection, land use planning and permitting, environmental monitoring and inspections and cumulative effects management within the Western Arctic Region;
- (b) the need for, and the coordination of, GNWT environmental assessment processes within the Western Arctic Region with environmental screening and review processes under the Inuvialuit Final Agreement, including substitution arrangements comparable to the substitution arrangement under the Memorandum of Understanding dated March 9, 2000, between the Environmental Impact Review Board and the Government of Canada, with a view to avoiding duplication of processes while addressing each Party's environmental assessment requirements and respecting the Parties' desire to ensure that projects are required to undertake only one environmental assessment process;
- (c) formalization of processes for the approval of prospector permits and staking;
- (d) development of coordinated land permitting processes, including harmonizing or reducing conflicts between legislated and other requirements applying to lands, waters and other resources in the Western Arctic Region, through:
 - (i) arrangements for delegation of administrative authorities to increase administrative efficiencies and maximize Inuvialuit participation in management processes for Public Lands, Waters and other resources in the Western Arctic Region; and
 - (ii) agreements on rights issuances for oil and gas, minerals, lands and waters, and other resources, with a view to coordinating rights issuances and facilitating the negotiation and approval of participation agreements required under the Inuvialuit Final Agreement and benefits plans required under legislation; and
- (e) other matters as may be agreed between the Parties.

4. **ABORIGINAL RIGHTS**

- 4.1 This Agreement must not be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.
- 4.2 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*.
- 4.3 For greater certainty, this Agreement does not vary, replace, limit or affect any rights, powers, duties or obligations of the Parties under the Inuvialuit Final Agreement.
- 4.4 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.

5. **GENERAL PROVISIONS**

- 5.1 This Agreement may be executed and delivered by any Party in counterpart, and all such counterparts together shall constitute one and the same document.
- 5.2 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.
- 5.3 This Agreement comes into effect upon signing by the Parties and will continue in effect until terminated in accordance with section 5.6.
- 5.4 This Agreement may only be amended by consent of the Parties, given in writing.
- 5.5 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.
- 5.6 If a Party feels that its interests were not addressed adequately in a review of this Agreement referred to in section 5.5, the Party may, within three months of completion of a review of this Agreement referred to in section 5.5, terminate this Agreement by giving six months' written notice to the other Party. Upon request of the Party receiving notice of termination, the Parties will meet to discuss the reasons the Party giving notice wishes to terminate this Agreement, and any alternatives to termination of the Agreement that meet the interests of each Party.

5.7 The termination of this Agreement in accordance with section 5.6 does not affect any agreement entered into under section 3.1, unless that agreement provides that it will terminate upon termination of this Agreement.

SIGNATURES

For the Government of the Northwest Territories:



Bob McLeod
Premier

For the Inuvialuit Regional Corporation:



Nellie Cournoyea
Chair and Chief Executive Officer

Date



Witness

Date



Witness