

## CHAPTER W: HARVESTING OF WILDLIFE

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### **W.1.0 GENERAL**

**W.1.1** Dehcho Citizens have the right to Harvest all species of Wildlife throughout the Dehcho Settlement Area at all times of the year for Subsistence or Personal use in accordance with the Dehcho Agreement.

**W.1.2** The right provided for in W.1.1 may be limited or restricted:

- a) by provisions of the Dehcho Agreement; or
- b) for purposes necessary for:
  - i) Conservation;
  - ii) public health; or
  - iii) public safety.

**W.1.3** The Minister has the authority to manage and conserve Wildlife and Wildlife habitat in the Dehcho Settlement Area and will exercise that authority in a manner that is consistent with the Dehcho Agreement.<sup>1</sup>

**W.1.4** Subject to W.1.5, Government will Consult the Dehcho Government prior to imposing a limitation or restriction pursuant to W.1.2(b).

**W.1.5** In the event of an emergency, Government may impose an interim limitation or restriction under W.1.2 (b). As soon as possible thereafter, Government will notify the Dehcho Government and provide reasons for the decision. Government will

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<sup>1</sup> This provision is subject to AIP negotiation concerning jurisdiction over Wildlife. The Parties intend to address jurisdiction over wildlife in a separate chapter. When that chapter is complete, this chapter will be reviewed for consistency.

Consult the Dehcho Government with respect to any ongoing terms and conditions which may result from the event.

**W.1.6** Nothing in the Dehcho Agreement will be construed to:

- a) recognize a right to harvest Wildlife for commercial purposes or sale;
- b) confer rights of ownership in Wildlife; or
- c) guarantee the supply of Wildlife.

**W.1.7** Dehcho Citizens will not be subject to any tax<sup>2</sup>, fee or requirement for a licence for the Harvesting of Wildlife pursuant to W.1.1.

**W.1.8** Prior to the Dehcho Agreement, the Parties will address the issue of documentation or identification for Dehcho Citizens exercising their right to harvest Wildlife as set out in the Dehcho Agreement.

**W.1.9** Dehcho Citizens have the right to use any method, and to possess and use any equipment, for the purpose of the Harvesting of Wildlife pursuant to W.1.1.

**W.1.10** Dehcho Citizens have the right to possess and transport anywhere in Canada the Edible and non-Edible Parts of Wildlife harvested pursuant to W.1.1, subject to any requirements related to the possession or identification of Wildlife set out in Legislation. When exercising this right, the Dehcho Citizens will not be required to obtain a licence nor be subject to any fee from Canada or the Government of the Northwest Territories.

**W.1.11** Dehcho Citizens may establish and use Camps<sup>3</sup> on Crown Lands within the Dehcho Settlement Area, subject to limitations on access set out in W.5.3, provided such Camps are reasonably incidental to the Harvesting of Wildlife under W.1.1.

## **W.2.0 GIFTING AND TRADING**

**W.2.1** Dehcho Citizens have the right to Gift the Edible and non-Edible Parts of Wildlife harvested pursuant to W.1.1 to any individual for the recipient's Subsistence or Personal use or consumption.

**W.2.2** Dehcho Citizens have the right to Trade:

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<sup>2</sup> DFN want to have the word "tax" in the provision. Government opposes.

<sup>3</sup> Parties have not finalized issues concerning camps and cabins.

- a) the non-Edible Parts of Wildlife harvested pursuant to W.1.1 with any individual for the recipient's Subsistence or Personal use; and
- b) the Edible Parts of Wildlife harvested pursuant to W.1.1 with:
  - i) other Dehcho Citizens; and
  - ii) members of another Aboriginal group with whom the Dehcho Dene have traditionally traded.<sup>4</sup>

for the Subsistence or Personal use or consumption of the recipient.

### **W.3.0 OVERLAP AND SHARED USE AGREEMENTS**

**W.3.1** The Dehcho First Nations or the Dehcho Government may formalize relationships for the Harvesting of Wildlife with other Aboriginal groups through the negotiation of overlap or shared use agreements. With the agreement of all Parties, overlap or shared use agreement provisions pertaining to the Harvesting of Wildlife may be incorporated into the Dehcho Agreement.

### **W.4.0 HARVESTING OF FURBEARERS**

**W.4.1** Dehcho Citizens have the exclusive right to harvest Furbearers in Dehcho Ndehe.

**W.4.2** Subject to W.4.3, Dehcho Citizens have the right to harvest Furbearers within the Dehcho Settlement Area.

**W.4.3** Dehcho Citizens will not have a right to harvest Furbearers on lands in the Dehcho Settlement Area that are vested in another Aboriginal group where that Aboriginal group has the exclusive right to harvest Furbearers.

**W.4.4** Nothing in W.4.3 precludes the Dehcho Government from making an agreement with another Aboriginal group concerning shared rights to harvest Furbearers.

**W.4.5** The Parties may address other aspects of the Harvesting of Furbearers prior to the Dehcho Agreement.

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<sup>4</sup> It is hoped that (ii) would be eventually refer to a map or perhaps a list of other Aboriginal trading groups.

## **W.5.0 ACCESS**

**W.5.1** Subject to W.5.2 and any subsidiary agreements addressing access for harvesting contemplated by the Dehcho Agreement, Dehcho Citizens have a right of access to all land and Water within the Dehcho Settlement Area for the purpose of the Harvesting of Wildlife under W.1.1.

**W.5.2** This right of access does not apply:

- a) on Indian reserve lands;
- b) on lands held in fee simple or lands subject to a surface lease:
  - i) within Community Boundaries;
  - ii) outside Community Boundaries where the land is less than ten (10) hectares in area and is fenced or otherwise identified;
  - iii) where the Harvesting of Wildlife would be visibly incompatible with the use of the land; or
- c) where lands are dedicated to military or national security purposes pursuant to legislation, or to areas temporarily being used for military exercises, for the period of such temporary use, after notice of such dedication or use has been provided to the Dehcho Government.

**W.5.3** Where Dehcho Citizens have the right to access lands held in fee simple or lands subject to a surface lease for the purpose of the Harvesting of Wildlife under the Dehcho Agreement they will not:

- a) unreasonably interfere with an occupier's use and peaceable enjoyment of the land; or
- b) establish a Camp or any structure, or cut or use any wood, without the consent of the owner, lessee or Government, as the case may be.

**W.5.4** The Dehcho Agreement will not preclude the Dehcho Government from entering into an agreement with an owner, lessee or Government owning or using lands, which agreement provides for access and Harvesting of Wildlife by Dehcho Citizens in accordance with applicable Laws.

## **W.6.0 CONSULTATION**

**W.6.1** Government will Consult the Dehcho Government prior to introducing new Legislation, or amending existing Legislation, that could adversely affect the exercise of the right to harvest Wildlife set out in the Dehcho Agreement.

**W.6.2** Government will Consult the Dehcho Government prior to:

- a) amending the terms of an existing commercial authorization to harvest Wildlife;
- b) authorizing a new commercial activity to harvest Wildlife; or
- c) permitting any commercial activity for the husbandry of a species of Wildlife within the Dehcho Settlement Area, that could adversely affect the exercise of the right to harvest Wildlife as set out in the Dehcho Agreement.

**W.6.3** No new commercial activity for the Harvesting of Wildlife on Dehcho Ndehe will be authorized by Government without the consent of the Dehcho Government.

## **W.7.0 WILDLIFE MANAGEMENT**

**W.7.1** Prior to concluding the Dehcho Agreement, the Parties will address:

- (a) the manner in which Wildlife will be managed; and
- (b) the participation of the Dehcho Government in the management of Wildlife, in the Dehcho Settlement Area.

## **W.8.0 EMERGENCIES**

**W.8.1** Nothing in the Dehcho Agreement will prevent any individual from killing Wildlife in the Dehcho Settlement Area for survival in an emergency or to defend or protect persons or property.