

**CHAPTER IA: INTERPRETATION and AMENDMENT**  
**To Be Reviewed by Main Table Feb. 8, 2011**

**IA 1 INTERPRETATION**

**IA 1.1**

The Dehcho Agreement will be the entire agreement between the Parties and there will be no representation, warranty, collateral agreement or condition affecting the Agreement except as provided by the Agreement.

**IA 1.2**

Where there is any inconsistency or conflict between the provisions of the settlement legislation or the Dehcho Agreement and the provisions of any other legislation, the provisions of the settlement legislation or the Dehcho Agreement, as the case may be, will prevail to the extent of the inconsistency or conflict.

**IA 1.3**

Where there is any inconsistency or conflict between the settlement legislation and the Dehcho Agreement, the Agreement will prevail to the extent of the inconsistency or conflict.

**IA 1.4**

The Dehcho Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation or Dehcho laws implementing the provisions of the Dehcho Agreement.

**IA 1.5**

There will not be any presumption that doubtful expressions in the Agreement be interpreted in favour of any one of the Parties.

**IA 1.6**

Despite any provision of the Dehcho Agreement, Canada or the GNWT may authorize any body or person to act on its behalf, or may identify, or change the identification of, which of its Ministers is responsible for the subject matter of a provision, by legislation or an order of the Governor in Council, in respect of the Government of Canada, or the Commissioner in Executive Council, in respect of the Government of the Northwest Territories.

**IA 1.7**

Unless the context requires otherwise, in the Dehcho Agreement:

- a) “will” denotes an obligation that, unless the Dehcho Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
- b) “including” means “including, but not limited to”; and
- c) the use of the singular includes the plural, and the use of the plural includes the singular.

#### **IA 1.8**

In the Dehcho Agreement:

- a) headings and subheadings are for convenience only, do not form a part of the Dehcho Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of the Dehcho Agreement;
- b) except where the full citation is used, a reference to a statute or a regulation includes every amendment to it, any laws enacted in substitution of it or in replacement of it and every regulation made under that statute; and
- c) where a word is defined in the Dehcho Agreement or described in (1 above), other parts of speech and grammatical forms of the same word have corresponding meanings.

#### **IA 1.9**

The Dehcho Agreement is not intended to bind other territories, other than the Northwest Territories, or provinces on matters within their jurisdiction without their consent.

#### **IA 1.10**

For greater certainty, the Parties acknowledge that the *Official Languages Act* (Canada) applies to the Dehcho Agreement, including the execution of the Dehcho Agreement.

#### **IA 1.11**

Where the Dehcho Agreement refers to a federal or territorial law, or a provision thereof, that is repealed after the Effective Date for which there is no successor legislation, the Dehcho Agreement shall be read without reference to that federal or territorial law or provision thereof.

#### **IA 1.12**

The Dehcho Agreement shall be construed according to the *Interpretation Act* (Canada), with any modifications that the circumstances require.

#### **IA 1.13**

References to the *Constitution Act 1867* and the *Constitution Act 1982* include amendments.

#### **IA 1.14**

“May” is to be construed as permissive, but the use of the words “may not” denotes a negative connotation.

### **IA 1.15**

Unless the Parties otherwise agree, an agreement, plan, guideline or other document made by a Party or Parties that is referred to in or contemplated by the Dehcho Agreement, including an agreement that is reached as a result of negotiations that are required or permitted by the Dehcho Agreement,

- a) is not part of the Dehcho Agreement,
- b) is not a treaty or land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*; or
- c) does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

### **IA 1.16**

Schedules and Appendices to the Dehcho Agreement form part of the Dehcho Agreement, and all of the Dehcho Agreement will be read together and interpreted as one agreement.

### **IA 1.17**

Defined words will be capitalized in the text of the Dehcho Agreement.

## **IA 2 VALIDITY OF AGREEMENT**

### **IA 2.1**

None of the Parties or the Dehcho Government will challenge the validity of any provision of the Dehcho Agreement.

### **IA 2.2**

Subject to xxxx, none of the Parties or the Dehcho Government will have a claim or cause of action based on a finding that any provision of the Dehcho Agreement is invalid.

### **IA 2.3**

If any provision of the Dehcho Agreement is found by a court of competent jurisdiction to be invalid, the Parties will make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.

## **IA 3 AMENDMENT**

### **IA 3.1**

The Dehcho Agreement will provide that if the Dehcho Government proposes the exercise, by Dehcho Citizens, Dehcho Dene, the Dehcho First Nations or the Dehcho Government, of a right that is not a land right and that is not set out in the Agreement, the Parties will enter into discussions to determine what their interests are in relation to the proposed right. The Parties may, after these discussions, agree to enter into negotiations for the amendment of the Dehcho Agreement to incorporate the proposed right.

**IA 3.2**

If the Parties do not agree to enter into negotiations within 90 days of receipt under IA.3.1 by Canada and/or the GNWT of the proposed right or do not consent to the text of the amendment within one year of agreement to enter into negotiations or such longer period set by the Parties, the Dehcho Government may apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is a right of the Dehcho Dene.

**IA 3.3**

If the highest court in which an application under 3.2 is considered confirms the existence of a right of the Dehcho Dene, the Parties will enter into negotiations to incorporate the right into the Dehcho Agreement.

**IA 3.4**

If the Parties fail to agree on the text of an amendment within one year of the decision by the highest court in which an application under 3.2 is considered, or such longer period set by the Parties, the Dehcho Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter DR.

**IA 3.5**

The Dehcho Agreement will be considered to be amended in accordance with the text drafted by the arbitrator. The amendment will be deemed to have been made 30 days after the release of the arbitrator's decision.