

Deleted: December

Deleted: 7

Deleted: APR

## CHAPTER K KINDERGARTEN TO GRADE 12 EDUCATION<sup>1</sup>

### DEFINITIONS

“Student” means a person enrolled in kindergarten to grade 12 in the <region name>.

“Curriculum Framework” means the desired learning outcomes for primary (kindergarten – grade 3), intermediate (grades 4 – 6), junior (grades 7 – 9) and senior (grades 10 – 12) grade levels.

### K.1 JURISDICTION

K.1.1 The Dehcho Government has Jurisdiction in the <region name> with respect to:

- (a) the kindergarten to grade 12 education of Students residing in the <region name>; and <sup>2</sup>
- (b) the certification of kindergarten to grade 12 teachers.

Deleted: persons aged five (5) years by December 31 of a school year and not older than twenty-one (21) years

K.1.2 The Jurisdiction set out in K.1.1 does not include:

- (a) the development of the Curriculum Framework as set by the GNWT;<sup>3</sup> and
- (b) setting the requirements for grade 12 graduation.

K.1.3 When exercising its Jurisdiction pursuant to K.1.1, the Dehcho Government shall ensure that:

<sup>1</sup> This Chapter is based on the assumption that the Dehcho Government is a public government.

<sup>2</sup> Dehcho suggests that the age requirements should be removed.

<sup>3</sup> LTC suggests that more discussion is need at the table concerning the “Curriculum Framework” concept (minimum learning objectives may be a way to address this). See also, K.1.3 (a) and K.4.1(a).

Draft Chapter for Discussion Purposes – Dehcho Table

Prepared by the GNWT - Without Prejudice - ~~April, 2009~~ – Rev. ~~Oct 14 09~~

Deleted: December

Deleted: 7

Deleted: APR

(a) the method of delivering kindergarten to grade 12 education is consistent with achieving the prescribed learning outcomes set out in the Curriculum Framework; and

(b) all ~~persons aged 5 years by December 31 of the school year and not older than 21 years~~ have access to kindergarten to grade 12 education in a regular instructional setting in the <region name>.

Deleted: Students

Deleted: ¶

Formatted: Indent: Left: 0 pt, First line: 0 pt

**K.1.4** The Dehcho Government may create exemptions to **K.1.3 (b)** where:

- (a) a Student has reached the age of sixteen (16) years and has been expelled from school;
- (b) the health, safety or delivery of education to that Student or other Students would be jeopardized by the presence of that Student in a regular instructional setting; and
- (c) there are other reasons as determined by the Dehcho Government in Consultation with the GNWT.

**K.2 ASSESSMENT TOOLS**

**K.2.1** The GNWT may develop means of assessment for the purpose of determining Student achievement in relation to the Curriculum Framework. The Dehcho Government shall use these assessment tools, if any, when assessing a Student's level of achievement when transferring to a school system operated by the Dehcho Government. Decisions regarding a Student's placement in the school system operated by the Dehcho Government shall be in accordance with Dehcho Government policies.

Draft Chapter for Discussion Purposes – Dehcho Table

Prepared by the GNWT - Without Prejudice - ~~April, 2009~~ – Rev. ~~Oct 14 09~~

**K.3 AGREEMENTS**

Deleted: December

Deleted: 7

Deleted: APR

**K.3.1** The GNWT retains the right to represent the NWT in discussions and enter into agreements with other territories, provinces or Canada on behalf of the NWT with respect to kindergarten to grade 12 education. Such agreements shall not affect the Dehcho Government's Jurisdiction pursuant to **K.1.1**.

Deleted: ¶  
¶

Formatted: Indent: Left: 0 pt, First line: 0 pt

**K.3.2** The Dehcho Government may enter into agreements with a territory, province or Canada, a school board in a territory or province, or any independent school accredited by a territory or province, for the delivery of kindergarten to grade 12 education within the <region name>, or for Students receiving kindergarten to grade 12 education outside of the <geographical description>.

**K.4 CONSULTATION**

**K.4.1** The GNWT shall Consult the Dehcho Government with respect to changes to:

- (a) the Curriculum Framework;
- (b) requirements for grade 12 graduation; and
- (c) teacher certification.

**K.5 INFORMATION SHARING**

**K.5.1** When the Dehcho Government exercises its Jurisdiction pursuant to **K.1.1**, the Dehcho Government and the GNWT may enter into agreements on information sharing, including information on Student enrollment and Student records.

Draft Chapter for Discussion Purposes – Dehcho Table

Prepared by the GNWT - Without Prejudice - ~~April, 2009~~ – Rev. ~~Oct 14~~ 09

Deleted: December

Deleted: 7

Deleted: APR

**K.6 CONFLICT OF LAWS**

**K.6.1** In the event of a conflict between a Dehcho Government Law made pursuant to this chapter and a Federal Law or NWT Law, the Dehcho Government Law prevails to the extent of the conflict.

**K.6.2** Notwithstanding **K.6.1**, in the event of a conflict between a Dehcho Government Law made pursuant to **K.1.1 (b)** and a NWT Law in relation to teacher certification, the NWT Law prevails to the extent of the conflict.

Note: This example is provided to show how concurrent jurisdictions in the area of Early Childhood Education would work.

In this example, a public Dehcho Government exercises the jurisdiction. If the Dehcho Government was an exclusive Aboriginal Government that represents and serves only Dehcho Participants, the jurisdiction of the Dehcho Government would be restricted to Dehcho Participants and the GNWT will continue to be responsible for other residents of the Dehcho region.

## CHAPTER X EARLY CHILDHOOD EDUCATION AND CHILDCARE

Formatted: Space After: 0 pt

Formatted: Centered, Space Before: 0 pt, After: 0 pt

### DEFINITIONS

Formatted: Normal

"Pre-school Child" means an individual who resides in the <region name> and is not older than 6 years at the beginning of the school year and is not a Student.

Formatted: Font: Arial, 12 pt, English (U.S.)

### X.1 JURISDICTION

X.1.1 The Dehcho Government has Jurisdiction in the <region name> with respect to:

- (a) early childhood education and childcare of Pre-school Children who are not Students;
- (b) licensing and regulation of facilities providing early childhood education and childcare; and
- (c) certification of early childhood educators and childcare providers.

Deleted: c

Deleted: who are under the age of six (6) years and

### X.2 STANDARDS<sup>1</sup>

<sup>1</sup> For greater certainty, any facility used to deliver early childhood programs and services would be required to comply with National Building Code and other health and safety standards. The standards referred to here refer to the actual delivery of early childhood programs and services.

**X.2.1** Dehcho Government Laws made pursuant to X.1.1 shall provide for standards compatible with NWT early childhood education core principles and objectives.

### **X.3 CONFLICT OF LAWS**

**X.3.1** In the event of a conflict between a Dehcho Government Law made pursuant to this chapter and a Federal Law or NWT Law, the Dehcho Government Law prevails to the extent of the conflict.

**X.3.2** Notwithstanding X.3.1, in the event of a conflict between a Dehcho Government Law made pursuant to X.1.1 (c) and a NWT Law in relation to certification of early childhood educators and childcare providers, the NWT Law prevails to the extent of the conflict.

#### **Relevant Definitions**

Dehcho Government; GNWT; Canada; Jurisdiction; Student; Consultation; Dehcho Government Law; Federal Law; NWT Law

*Note: This example is provided to show how concurrent jurisdictions in the area of Out of School Care would work.*

*In this example, a public Dehcho Government exercises the jurisdiction. If the Dehcho Government was an exclusive Aboriginal Government that represents and serves only Dehcho Participants, the jurisdiction of the Dehcho Government would be restricted to Dehcho Participants and the GNWT will continue to be responsible for other residents of the Dehcho region.*

## **CHAPTER X            OUT OF SCHOOL CARE**

---

### **DEFINITIONS**

X.1 In this chapter

“Children” means individuals who reside in the <region name> and, at the beginning of the school year, have attained the age of 5 years and are not older than 12 years.

### **X.1            JURISDICTION**

X.1.2 The Dehcho Government has Jurisdiction in the <region name> with respect to:

- (a) out of school care of Children;
- (b) licensing and regulation of facilities providing out of school care; and
- (c) certification of out of school caregivers.

### **X.2            CONFLICT OF LAWS**

X.2.1 In the event of a conflict between a Dehcho Government Law made pursuant to this chapter and a Federal Law or NWT Law, the Dehcho Government Law prevails to the extent of the conflict.

**Draft Prototype Chapter for Discussion Purposes – Dehcho Table**  
**Prepared by the GNWT – Without Prejudice –October 1, 2009**

---

--

Deleted: September 14

To be reviewed by LTC Oct 05, 2009

Deleted: September 14

## CHAPTER W: WILDLIFE HARVESTING

W.1.0	GENERAL
W.2.0	GIFTING AND TRADING
W.3.0	ACCESS
W.4.0	CONSULTATION
W.5.0	WILDLIFE MANAGEMENT
W.6.0	EMERGENCIES

### W.1.0 GENERAL

W.1.1 Dehcho Citizens have the right to harvest all species of wildlife, including furbearers, throughout their respective treaty areas<sup>2</sup> at all times of the year.

Deleted: Dene<sup>1</sup>

W.1.2 Dehcho Citizens have the exclusive right to harvest furbearers in Dehcho Ndehe and Dehcho community lands at all times of the year. This right does not preclude the right of others to harvest in Dehcho Ndehe or Dehcho community lands with the consent of the Dehcho Government.

Deleted: Dene (

Deleted: ?)

W.1.3 The right of the Dehcho Citizens under W.1.1 does not deny any right under a land claims agreement of another Aboriginal people to harvest wildlife, that are furbearers, in a community other than on Dehcho Ndehe or on lands vested in that other Aboriginal people.

Deleted: Dene

Deleted: a

Deleted: First Nations community or

W.1.4 Subject to W.1.5 and W.1.6, the right recognized in W.1.1 may be limited or restricted<sup>3</sup>:

a) by provisions of the Final Agreement; or

b) for purposes necessary for public health and safety.

Deleted: demonstrably

W.1.5 Within the Dehcho Settlement Area, and subject to the terms of the Dehcho Agreement, the Minister will have the authority to manage and conserve wildlife outside of Dehcho Ndehe and Dehcho community lands. This authority is subject to the guaranteed rights of the Dehcho

Formatted: No underline

<sup>2</sup> Wildlife harvesting by Dehcho Dene and management of wildlife and wildlife habitat by the Dehcho Government in a National Park will be set out in the National Parks chapter. “Respective treaty areas” will be delineated by maps.

<sup>3</sup> DFN will have exclusive jurisdiction to limit or restrict harvesting in Dehcho Ndehe and on Dehcho community lands.

	<u>Government to manage wildlife and wildlife habitat in the Dehcho Settlement Area, as set out in the Agreement.</u>	<b>Formatted:</b> No underline <b>Deleted:</b> First Nations
W.1.6	Within Dehcho Ndehe and Dehcho community lands, the Dehcho Government retains the authority to manage and conserve wildlife and will exercise that authority in a manner that is consistent with the Final Agreement. On Dehcho community lands, the Dehcho Government may delegate that authority to local Dehcho governments.	<b>Deleted:</b> in <b>Formatted:</b> No underline <b>Deleted:</b> ing <b>Formatted:</b> No underline <b>Deleted:</b> s <b>Formatted:</b> Underline
W.1.7	Pursuant to W.1.5, Canada will make reasonable efforts to <u>Consult</u> the Dehcho Government prior to imposing a limitation or restriction <u>pursuant to W.1.4.</u>	<b>Deleted:</b> best <b>Deleted:</b> c <b>Deleted:</b> under <b>Deleted:</b>
W.1.8	In the event of an emergency, Canada may impose an interim limitation or restriction pursuant to W.1.4 and W.1.5 without prior <u>Consultation</u> but will consult the Dehcho Government as soon as possible thereafter, <u>demonstrating</u> the necessity of the action taken, and addressing the terms and conditions to be attached to any limitation or restriction imposed.	<b>Deleted:</b> c <b>Deleted:</b> proving
W.1.9	Nothing in the Final Agreement will be construed to: a) confer rights of ownership in wildlife; or b) guarantee the supply of wildlife.	
W.1.10	Dehcho Citizens will not be subject to any tax, fee or requirement for license for the harvesting of wildlife <u>in the Dehcho Settlement Area.</u>	<b>Deleted:</b> and fish
W.1.11	Prior to Final Agreement, the Parties will address the issue of documentation or identification for Dehcho Citizens <u>exercising their right to harvest wildlife as set out in the Final Agreement.</u>	<b>Deleted:</b> (or Dehcho Dene)
W.1.12	Dehcho Citizens <u>have the right to utilize any method, and to possess and use any equipment, for the purpose of wildlife harvesting. <u>The Dehcho Government retains the right to impose restrictions on this right for reasons necessary for the humane harvesting of wildlife.</u></u>	<b>Deleted:</b> (or Dehcho Dene) <b>Deleted:</b> the <b>Deleted:</b> and fish
W.1.13	Dehcho Citizens <u>have the right to possess and transport anywhere in Canada the Edible and Non-Edible Parts of wildlife harvested. When exercising this right, Dehcho Citizens will not be required to obtain a licence from Government, nor be subject to any tax or fee.</u>	<b>Deleted:</b> (or Dehcho Dene) <b>Deleted:</b> (or Dehcho Dene)
		<b>Deleted:</b> ¶

W.2.0 **GIFTING AND TRADING**

- W.2.1 Dehcho Citizens have the right to Gift:
- a) the Non-Edible Parts of wildlife harvested to any individual for Subsistence<sup>4</sup> or for their personal use; and
  - b) the Edible Parts of wildlife to any individual for Subsistence or for their personal consumption.

Deleted: (or Dehcho Dene)  
Deleted: g  
Deleted: s  
Deleted: s

- W.2.2 Dehcho Citizens have the right to Trade:
- a) the Non-Edible Parts of wildlife harvested by any individual for Subsistence or for their personal use; and
  - b) the Edible Parts of wildlife harvested by:
    - i) other Dehcho Citizens (or Dehcho Dene); and
    - ii) members of another Aboriginal group with whom the Dehcho First Nations have traditionally traded.
- for Subsistence.

Deleted: (or Dehcho Dene)  
Deleted: s  
Deleted: in the Northwest Territories, Nunavut, British Columbia, Yukon, and Alberta.  
Deleted: s

W.2.3 Prior to Final Agreement, in addition to W.2.1 and W.2.2, 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 agreement provisions pertaining to wildlife harvesting may be incorporated into the Final Agreement.

Deleted:

W.2.4 The Dehcho Government retains the authority to control and manage commercial trade in wildlife and wildlife harvesting on Dehcho Ndehe and in Dehcho community lands.

W.2.5 The Dehcho Government has the right to manage commercial trade in wildlife and wildlife harvesting in the Dehcho Settlement Area outside of Dehcho Ndehe, and will exercise that right as set out in the Agreement.

Deleted: have guaranteed rights

<sup>4</sup> To be defined such that Dehcho Citizens retain traditional harvesting rights activities including food, clothing, shelter, spiritual and cultural purposes, medicine, handicrafts and tools.

- W.3.0 ACCESS
  - W.3.1 Subject to W.1.2, Dehcho Citizens have a right of access to all land and water within their respective treaty areas for the purposes of wildlife harvesting under W.1.1.
    - Deleted: ¶
    - Deleted: ¶
  - W.3.2 Subject to 3.3, within their respective treaty areas Dehcho Citizens may establish and use Camps on lands outside Dehcho Ndehe and community lands, provided such Camps are reasonably incidental to wildlife harvesting under W.1.1.
    - Deleted: Dene (
    - Deleted: ?)
- W.4.0 CONSULTATION
  - W.4.1 Pursuant to W.1.5, Government will Consult the Dehcho Government prior to introducing new Legislation, or amending existing Legislation, that may affect the exercise of the right to harvest wildlife set out in the Final Agreement.
    - Deleted: W.3.3 - This right of access does not apply:¶
    - Deleted: a)¶
    - Deleted: b)¶
    - Deleted: c
    - Deleted: could
  - W.4.2 Pursuant to W.1.5, Government will Consult the Dehcho Government prior to:
    - Deleted: c
    - a) amending the terms of an existing commercial authorization to harvest wildlife;
    - b) subject to W.4.3, issuing a new authorization for commercial authorization to harvest wildlife;
    - c) permitting any commercial activity for the husbandry of a species of wildlife.
  - within Treaty 8 or 11 areas that may affect the exercise of the right to harvest wildlife as set out in the Dehcho Agreement.
    - Deleted: could
  - W.4.3 Pursuant to W.1.5, no new commercial activity for the harvesting of wildlife in the Dehcho Settlement Area will be authorized by Government without the consent of the Dehcho Government.
- W.5.0 WILDLIFE MANAGEMENT
  - W.5.1 Prior to Dehcho Agreement, the Parties will address wildlife management within the Dehcho Settlement Area.
  - W.5.2 The Agreement will recognize the guaranteed right of the Dehcho Government to manage and conserve wildlife and wildlife habitat in the Dehcho Settlement Area outside Dehcho Ndehe.
    - Formatted: No underline

W.5.3      The Agreement will recognize the guaranteed exclusive right of the Dehcho Government to manage and conserve wildlife and wildlife habitat in Dehcho Ndehe and community lands.

W.6.0      **EMERGENCIES**

W.6.1      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.

Deleted: ¶  
¶

Deleted: deny the right of

Deleted: to

*Without Prejudice and for discussion purposes only*

*WORKING DRAFT*

*October 8, 2009*

**DEHCHO PROCESS  
AGREEMENT-IN-PRINCIPLE NEGOTIATIONS  
2009-2010 WORK PLAN**

<b>MEETING DATES:</b>	<b>MEETING DATES:</b>	<b>LOCATION</b>	<b>DISCUSSION ITEMS</b>
<b>MAIN TABLE</b>	<b>LTC</b>		
APRIL		Ottawa, ON	<u>Updates:</u>
21-23, 2009			Work planning, LUP, IRDA, other <u>AIP items to be discussed:</u>  Land quantum DCRMA Eligibility & Enrolment Ratification Education: K-12 Expropriation
	May 4-5	Toronto, ON	
JUNE		Yellowknife, NT	<u>Updates:</u>
3-4, 2009			LUP, IRDA, Communications Working Group, / Overlap, AIP Framework, Community Taxation  <u>Tentative Guest Speakers:</u>  Gabrielle Mackenzie Scott – Tlcho Registrar GNWT Representative from ECE Implementation Branch, INAC

AIP items to be discussed

Ongoing Chapters:

E& E  
Ratification  
Implementation  
K-12

New Chapters :

Harvesters Compensation  
Expropriation

JULY

28, 2009

Video-Conference Updates:

8:30-3:30 MST

10:30-5:30 EST

LUP, IRDA, ADK Overlap, other  
AIP items to be discussed:

Ongoing Chapters:

E& E  
Ratification  
Implementation  
K-12

New Chapters:

Education (Preschool, Adult Education & Post  
Secondary)

AUGUST

No session

AUGUST 11, 2009

Teleconference

Ongoing chapters

SEPTEMBER 14,  
2009

Toronto

Ongoing chapters

OCTOBER

19-21, 2009

Yellowknife, NT

Bellanca Building

9<sup>th</sup> Floor

Updates:

Outstanding Issues, LUP, ADK Overlap  
LTC TOR

AIP items to be discussed:

DECEMBER 22, 2009 Teleconference

Ongoing AIP chapters

FEBRUARY

2-4, 2010

Video Conference Updates:

8:30-3:30 MST

10:30-5:30 EST

LUP, ADK Overlap, other  
AIP items to be discussed:

Ongoing AIP Chapters

New Chapters

Economic Measures  
Dispute Resolution

**MAY**

**18-20, 2010**

**Ottawa, ON**

**Updates:**

**LUP, ADK Overlap, other  
AIP items to be discussed:**

**Ongoing Chapters**

**New Chapters**

**General Provisions**

**Financial Payments**

**Taxation authorities and taxation arrangements**

**Note:**

**\* The interim Dehcho Land Use Plan may be coming to the main table also in early 2010, although it is unclear which date that will be ready for main table review.**

**\*\* There are resource management chapters which have yet to be identified due to ongoing internal federal work. It is anticipated they may be negotiated at the main table sometime in early 2010.**

Tabled  
Oct 20/09

## THE TLICHO AGREEMENT

### AMENDMENTS TO THE AGREEMENT

"2.6.1 Except as provided for in 2.10, the Tlicho will not exercise or assert any Aboriginal or treaty rights, other than

- a) any right set out in the agreement;"

"2.10.1 Except as provided in 2.10.9, 9.1.4, 9.1.8, 9.6.3, 18.1.3, 18.1.5 and 18.3.3, the Agreement may only be amended with the consent of the Parties ...."

*Any right that has been set out in the Agreement can only be amended with the consent of the Parties.*

### ORDERLY PROCESS INITIATED BY THE TLICHO GOVERNMENT

"2.10.2 If the Tlicho Government proposes the exercise, by Tlicho Citizens, the Tlicho First Nation or the Tlicho Government, of a right **that is not a land right and that is not set out in the Agreement**, the Parties shall **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 Agreement to incorporate the proposed right."

2.10.3 **If no agreement to negotiate** or no agreement to amend the Agreement, **the Tlicho Government may apply to the court as to whether the proposed right is an Aboriginal right.**

2.10.5 **If the court confirms the existence of the right**, the Parties **shall enter into negotiations to incorporate the right into the Agreement.**

2.10.6 **If the Parties fail to agreement on an Amendment to the Agreement**, **the Tlicho Government may submit the issue to Dispute Resolution.**

"2.10.7 Subject to 2.10.8, (i.e **no financial obligations for any Party**) **an arbitrator** under 6.5 **is limited to drafting the text to fit the language** and

format of the Agreement, after consultation with the Parties

- a) in order to describe the nature and scope of the right, **as confirmed by the court;**"

"2.10.9 The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator."

**Terms of Reference for the Legal Technical Committee  
of the Dehcho Process**

**General**

1. There will be established as part of the Dehcho Process a Legal Technical Committee (the "LTC").
2. The broad aim of the LTC is to draft chapters for inclusion in an Agreement in Principle (an "AiP") to be entered into between the parties to the Dehcho Process.
3. The LTC will be comprised of:
  - a. one or more legal representatives of each of the parties to the Dehcho Process (the Dehcho First Nations, the Government of Canada and the Government of the Northwest Territories), and
  - b. one or more technical representatives of each of the parties to the Dehcho Process, each party having the discretion to appoint its own representative(s); and
  - c. The individuals referred to in (a) and (b) above will hereinafter be referred to as the LTC members.
4. The LTC will meet on an ad hoc basis.
5. Meetings may be conducted by way of videoconference, teleconference or in person.
6. These Terms of Reference are intended as a guide to the functioning of the LTC and do not have legal force or effect.

**Drafting Process (DFN Proposed Wording)**

7. With respect to most chapters for inclusion in an AiP, the LTC Members will draft chapters for discussion at the Main Table, subject to the following conditions:
  - a. The Chief Negotiators will agree on which new AiP chapters will be priorities for LTC chapters and will assign tasks to the LTC.
  - b. Generally, first drafts of AiP chapters relating to the use, ownership and regulation of lands and resources will be drafted by DFN negotiators, with the parties' concerns and objections shown as footnotes.

- c. Any draft first generated by and discussed between the LTC Members will be presented to the Main Table for review and discussion.
  - d. The Main Table may provide input and, upon agreement of all official representatives of the parties to the Main Table, direct that modifications be made with respect to any draft presented.
  - e. The LTC Members will revise a draft in accordance with subparagraph 7.b and will bring any revised draft back to the Main Table for further consideration at a future Main Table session.
8. Despite the foregoing paragraph, in exceptional circumstances the Members of the LTC or the representatives of the main table may collectively identify certain chapter topics which do not require initial main table discussion prior to the LTC Members attempting a first draft. In such circumstances, the LTC Members will prepare a first draft for later presentation to the main table, in accordance with paragraph 7.

**Drafting Instructions (Canada's Proposed Wording)**

7. Following a main table discussion, the chief negotiators, or individuals designated by the chief negotiators, will agree upon any new AiP chapter to be drafted by the LTC.
8. The chief negotiators, or individuals designated by the chief negotiators, will agree upon which parties LTC member(s) will generate the first draft of a new AiP chapter.
9. Despite paragraph 7 above, in exceptional circumstances the LTC members may collectively, or the reps of the main table may, identify certain AiP chapters which do not require initial main table discussion prior to the LTC preparing a first draft. In such circumstances, the LTC member(s) will prepare a first draft for later presentation to the main table in accordance with paragraphs 10 – 12 below.

**Drafting Process (Canada's Proposed Wording)**

10. Any draft generated by and discussed between the LTC Members will be presented to the Main Table for review and discussion.
11. The Main Table may provide input and, upon agreement of all official representatives of the parties to the Main Table, direct that modifications be made with respect to any draft presented.

12. The LTC will revise a draft in accordance with paragraph 11 and will bring any revised draft back to the Main Table for further consideration at a future Main Table session.

RE