

AGREEMENT REGARDING THE ESTABLISHMENT OF EDÉHZHÍE

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment who is
responsible for the Department of the Environment
("Canada")

AND

DEHCHO FIRST NATIONS

PREAMBLE

WHEREAS

1. Edézhíe is a spiritual place that is ecologically and physically unique. Its lands, waters and wildlife are integral to the Dehcho Dene culture, language and way of life;
2. The Dehcho Dene are keepers of these lands, waters and wildlife given to them by the Creator, and are responsible for upholding Dene laws and the directions of their Elders to protect Edézhíe;
3. National Wildlife Areas conserve key areas of biodiversity for the benefit of wildlife and people. These important areas for wildlife are often important areas for Indigenous peoples. This confluence of interests has produced a long history of collaboration, co-management, and respect for Indigenous rights and practices. Canada manages some of these protected areas together with Indigenous peoples;
4. Canada and the Dehcho Dene are committed to reconciliation and a renewed government-to-government relationship that recognizes and respects the ongoing presence and inherent rights of the Dehcho Dene within Edézhíe;
5. Canada and the Dehcho Dene agree that permanent protective measures are essential to safeguard Edézhíe as one of the Earth's great natural and cultural treasures; and
6. Canada and the Dehcho Dene are committed to working together to implement the highest standards of protection and preservation in this area as a foundation to ensure that the lands, waters and wildlife of Edézhíe are maintained for present and future generations in accordance with this Agreement.

NOW THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

“Agreement” means this Agreement, including all schedules and any instrument amending this Agreement;

“Assembly” means the Dehcho First Nations Annual Assembly;

“Canada” means Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment;

“Dehcho Dene Zhatié” means the indigenous language spoken among the Dehcho First Nations;

“Dehcho First Nations” means Líídlı́ Kúé First Nation (Fort Simpson), Deh Gáh Got’ie First Nation (Fort Providence), Pehdzeh Ki First Nation (Wrigley), West Point First Nation (Hay River), Tthets’ék’edélj First Nation (Jean Marie River), Sambaa K’e First Nation (Trout Lake), Naᓃa Dehé Dene Band (Nahanni Butte), K’ágee Tu First Nation (Kakisa), Fort Simpson Metis Local 52, and the Fort Providence Metis Local 57, as represented by the Grand Chief and the Dehcho First Nations regional office;

“Dehcho K’éhodi Stewardship and Guardian Program” means the guardianship, monitoring, and on-the-land programs operated by the Dehcho First Nations in Edézhzié;

“Dene Ahthít’e” means the ongoing relationship between Dene and the land as expressed through the Dene way of life, including language, customs, traditions, historical experiences, spiritual practices, and laws;

“Edézhzié” means the lands and waters as identified on Schedule 1 and Schedule 2 that, on the Establishment Date, will be designated by the Dehcho First Nations as a Dehcho Protected Area and by Canada as a National Wildlife Area;

“Edézhzié Management Board” or “the Board” means the body established by the Parties pursuant to Part 5;

“Effective Date” means the date on which this Agreement was signed by the Parties;

“Elder/Harvester Committees” are bodies established by the Dehcho First Nations in Líídlı́ Kúé, Deh Gáh Got’ie, Pehdzeh Ki, and Tthets’ék’edélj to provide knowledge and advice about Edézhzié to the Parties and the Edézhzié Management Board;

“Establishment Date” means the date on which the designations of Edézhzié as a National Wildlife Area by Canada and the Dehcho First Nations as a Dehcho Protected Area both come into effect;

"Fiscal Year" means the year beginning April 1 of one calendar year and ending March 31 of the following calendar year;

"Grand Chief" means the Grand Chief of the Dehcho First Nations;

"Management Plan" means any management plan approved by the Parties in accordance with this Agreement;

"Minister" means the Minister of the Environment (Canada);

"Parties" means the Dehcho First Nations and Canada;

"Subsurface Resources" include all minerals, quarry materials, and petroleum occurring within or under Edézhíe;

"Section 35 Rights" mean aboriginal and treaty rights recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

"Wildlife Area Regulations" mean the *Wildlife Area Regulations*, C.R.C., c. 1609 made under the *Canada Wildlife Act*, R.S.C., 1985, c. W-9; and

"Willowlake River Corridor" means that part of Edézhíe that is marked as such on the map in Schedule 1.

2.0 ESTABLISHMENT AND PROTECTION

2.1 The Minister shall take such legislative steps as are necessary to add the Edézhíe National Wildlife Area to Schedule 1 of the *Wildlife Area Regulations* and to give effect to this Agreement.

2.2 The Dehcho First Nations shall pass an Assembly resolution designating Edézhíe as a Dehcho Protected Area.

2.3 As of the Establishment Date, Edézhíe shall be protected by Canada as a National Wildlife Area under the *Wildlife Area Regulations* and by the Dehcho First Nations as a Dehcho Protected Area.

2.4 Prior to the Establishment Date, Canada and the Dehcho First Nations shall together work with the Government of the Northwest Territories to secure permanent protection of Edézhíe through, among other means, the permanent withdrawal of all rights to Subsurface Resources that the Crown have not otherwise granted to third parties at the Establishment Date.

2.5 Should permanent protection, to the satisfaction of both Parties, not be achieved, Edézhíe will not be established.

3.0 PURPOSES

3.1 The Parties shall work together to permanently protect Edézhíe.

3.2 All decisions and management actions by the Parties in respect of Edézhíe shall be consistent with the following purposes:

(a) respect and protect the lands and waters, including:

- (1) conserve and protect the ecological integrity of Edézhíe as an intact watershed within the Dehcho region;
- (2) conserve wildlife and wildlife habitat; and
- (3) provide for research, monitoring and education about Edézhíe, including the conditions under which long-term ecological and cultural research, monitoring and education may be undertaken;

(b) respect and promote Dene Ahthít'e including:

- (1) provide for resource harvesting and other cultural uses and activities within Edézhíe;
- (2) support and maintain the ongoing relationship between Dehcho people and Edézhíe;

(c) contribute to reconciliation between the Parties, including:

- (1) recognize that the inherent rights of the Dehcho First Nations are a foundation of the relationship between the Parties;
- (2) ensure that Dene Ahthít'e, Dehcho Dene Zhatié, and Dehcho knowledge are meaningfully incorporated in decisions and management actions in respect of Edézhíe; and
- (3) work in a constructive and collaborative manner to achieve consensus, and, where necessary, to resolve issues and disputes between the Parties.

3.3 The Parties agree that:

- (a) Individuals exercising Section 35 Rights in a manner consistent with Dehcho law shall not require additional permits or authorizations from Canada, and shall not be required to pay fees to engage in Dene Ahthít'e within Edézhíe, including for resource harvesting and other cultural uses and activities.

- (b) Decisions concerning Edézhíe shall be adaptive, ecosystem-based, respectful of natural processes, and informed by the best available Dehcho and scientific knowledge.
- (c) Edézhíe shall be managed as a permanently protected area. Activities that are likely to have a significant adverse effect on the ecological and/or cultural values of Edézhíe shall be prohibited within Edézhíe. Prohibited activities include but are not limited to the exploration or exploitation of Subsurface Resources for commercial purposes.
- (d) Research, monitoring and educational activities shall be encouraged within Edézhíe in accordance with the Management Plan and any terms and conditions established by the Parties.
- (e) The Minister or his/her designate shall generally issue an authorization under the *Wildlife Area Regulations* for the purpose of a resource access route requested by the Government of the Northwest Territories through the Willowlake River Corridor where the Minister has determined that:
 - i. there is no alternate resource access route of comparable cost effectiveness and technical feasibility;
 - ii. the resource access route is not likely to have any significant adverse impact on the ecological and/or cultural values of Edézhíe, or can be made subject to the imposition of such measures as are capable of preventing such significant adverse impacts;
 - iii. all applicable criteria in the *Wildlife Area Regulations*, as amended from time to time, have been satisfied; and
 - iv. the Dehcho First Nations have approved the proposed resource access route.
- (f) Other activities and infrastructure that the Parties agree are necessary for the management and operation of Edézhíe or otherwise consistent with the purposes of this Agreement may be permitted within Edézhíe in accordance with the Management Plan and any terms and conditions established by the Parties.

4.0 OBLIGATIONS OF THE PARTIES

- 4.1 The Parties shall exercise their respective jurisdictions and authorities and shall carry out their respective obligations under this Agreement in the best interests of Edézhíe.
- 4.2 The Parties are together responsible for the management and operation of Edézhíe, and may, by agreement in writing, take any actions they deem to be necessary to achieve the purposes of this Agreement.

- 4.3 The Dehcho First Nations shall establish and operate a Dehcho K'éhodi Stewardship and Guardian Program to carry out ecological monitoring, cultural protection, mentorship, training and educational activities, and to contribute to monitoring and management activities that the Parties undertake together with respect to Edézhíe.
- 4.4 Each Party shall designate an individual who shall be responsible for ensuring that the management and operational activities of Dehcho K'éhodi Stewardship and Guardian Program and Canada are integrated and coordinated to the extent reasonably possible.
- 4.5 As soon as reasonably practicable after entering into this Agreement, the Parties shall together develop an enforcement protocol. The protocol shall include mutually-agreed-upon procedures and practices. It shall be followed where there is any question whether an activity is being carried out pursuant to a Section 35 Right. The protocol shall be reviewed periodically with the development and review of the Management Plan.

5.0 COMPOSITION AND FUNCTIONING OF THE EDÉZHÍE MANAGEMENT BOARD

- 5.1 The Parties shall establish an Edézhíe Management Board to assist them in the management and operation of Edézhíe.
- 5.2 Prior to the Establishment Date, the Parties shall each appoint members to the Edézhíe Management Board as follows:
- (a) 5 members appointed by the Dehcho First Nations, consisting of one member selected by each of Líídlı́ Kúé (Fort Simpson), Tthets'ék'edélj (Jean Marie River), Deh Gáh Got'ie (Fort Providence), and Pehdzeh Ki (Wrigley), and one member selected by the Grand Chief to represent the Dehcho region;
 - (b) 1 member, who shall be an employee of Environment and Climate Change Canada, appointed by the Minister or his/her designate; and
 - (c) 1 impartial chair, jointly selected and appointed by the Parties.
- 5.3 Members and the chair shall have demonstrable interest, knowledge or experience in conservation, wildlife and/or Dene Ahthít'e, and shall be free from personal conflicts of interest. No member shall be considered to have a conflict of interest by reason only of being officials or employees of Canada or the Dehcho First Nations.
- 5.4 Board members shall be responsible for informing themselves of the interests, on the matters being discussed, of their appointing Parties and communities; for bringing these interests forward at Board meetings; for making all reasonable efforts to find a consensus within the Board on these interests; and for reporting back to their appointing Parties and communities on the results of Board meetings. Board members are not representatives of the Parties.

- 5.5 Members may be appointed to the Edézhíe Management Board for a term of not more than 4 years. A Party may reappoint a member to the Edézhíe Management Board for a subsequent term(s). The chair may be reappointed by the Parties.
- 5.6 Members may be removed for cause by the Party that appointed them, or in the case of the chair, by the agreement of the Parties.
- 5.7 If a member leaves or is removed for cause before his or her term expires, the Party which appointed that member shall appoint a replacement member for the balance of the departing member's term. Except as provided in this section, no replacement or alternate members may be appointed to the Edézhíe Management Board.
- 5.8 The Edézhíe Management Board shall make its decisions by consensus. The Board's decisions concerning the management and operation of Edézhíe shall be consistent with the purposes set out in Part 3, and are subject to approval by the Parties in accordance with Part 6.
- 5.9 A quorum of the Edézhíe Management Board requires the participation of the member appointed by Canada, a majority of the members appointed by the Dehcho First Nations, and the chair.
- 5.10 The chair shall oversee, facilitate, mediate as needed and record the consensus minutes of the Edézhíe Management Board, but the chair shall remain impartial and shall not otherwise participate in the consensus decision-making process.
- 5.11 Each Party shall designate a senior representative ("Senior Representative"), responsible for the management and operation of Edézhíe, who shall attend meetings of the Edézhíe Management Board. The Senior Representatives are expected to participate in Edézhíe Management Board discussions and they may, as they deem appropriate, express views on all Edézhíe Management Board decisions, unless the Edézhíe Management Board by consensus determines that it is necessary to conduct in camera deliberations.
- 5.12 If the Senior Representatives agree with the Edézhíe Management Board's consensus, they may so indicate to the Board, and if both Senior Representatives agree with the consensus, the decision shall be deemed approved by the Parties.
- 5.13 In the event that the Edézhíe Management Board is unable to come to a consensus on a matter and the situation does not constitute an emergency under section 6.13, the Board, a member or the members of the Board may request that the Parties resolve the matter in accordance with the processes set out in Part 8.

- 5.14 Meetings of the Board shall normally be in-person and open to the public. The Board may by consensus agree to hold meetings using telecommunications. Where necessary, the Board may by consensus agree to conduct in camera deliberations.
- 5.15 Subject to the provisions of this Agreement, the Board shall establish and make publicly available its operating procedures and rules for the performance of its functions, including reaching consensus, and how to resolve any impasses. For greater certainty, the Board's operating procedures are not subject to approval by the Parties.
- 5.16 The Edézhíe Management Board may seek the expertise and advice of the applicable Elder/Harvester Committees, and may seek the expertise and advice of the Parties and other persons in order to advance the purposes set out in this Agreement and to otherwise carry out its roles and responsibilities.
- 5.17 The Edézhíe Management Board may apply to participate to the extent that any other person may in any public regulatory proceeding that may affect Edézhíe.
- 5.18 All meetings, publications and reports of the Edézhíe Management Board shall provide for Dehcho Dene Zhatié translation, unless the Board determines otherwise.

6.0 SHARED DECISION-MAKING

- 6.1 In this Part, "Decisions" and "Edézhíe Management Board Decisions" mean all Edézhíe Management Board decisions, inquiries, requests and advice under Part 5.
- 6.2 The Parties shall refer all proposals, activities or developments that affect the planning, management, operation, monitoring and evaluation of Edézhíe to the Edézhíe Management Board.
- 6.3 The Board may advise the Parties on all aspects of the planning, management, operation, monitoring and evaluation of Edézhíe.
- 6.4 The Parties shall share with each other and with the Edézhíe Management Board all information (including data, studies and other documents) relevant to the planning, operation and management of Edézhíe. The Parties acknowledge and agree that certain information may be subject to confidentiality, information and privacy requirements and intellectual property rights and shall only be shared if permitted by and in accordance with such requirements.
- 6.5 The Edézhíe Management Board shall respond to a referral under section 6.2 within the time frame specified by the requesting Party or Parties.
- 6.6 Requests by the Edézhíe Management Board to extend the time frame for a response to a referral under section 6.2, and throughout this Part, shall not be unreasonably denied.

- 6.7 The Parties shall consider Edézhíe Management Board Decisions received under sections 6.3, 6.5 and 6.6, and shall implement the Decisions if there are no objections by either Party.
- 6.8 Where the Parties agree to implement the Decisions of the Edézhíe Management Board, the Parties shall collaborate to the extent reasonably possible in carrying out the actions required, and may seek the further advice of the Edézhíe Management Board on implementation.
- 6.9 If a Party objects to a Decision made by the Edézhíe Management Board, that Party shall provide a written response to the Edézhíe Management Board outlining the reasons for the objection and the time frame for further response from the Edézhíe Management Board.
- 6.10 On receipt of a written Party response under section 6.9, the Edézhíe Management Board shall reconsider its Decision, and it may provide a further written Decision to the Parties within the time frame specified.
- 6.11 If a Party continues to object to the Decision of the Edézhíe Management Board after receiving a further Decision under section 6.10, the Party objecting to the Decision may refer the matter to Issue resolution under Part 8.
- 6.12 The Parties may by consensus make decisions or take management actions on matters referred to the Board prior to a Decision by the Board in circumstances where the Parties deem it necessary to achieve the purposes of this Agreement.
- 6.13 Either Party may, acting reasonably, take such actions as it deems necessary in an emergency, and shall provide notice and information to the other Party and to the Board concerning the emergency and any actions taken as soon as reasonably practicable.

7.0 MANAGEMENT PLANNING

- 7.1 With the assistance and advice of the Edézhíe Management Board, the Parties shall develop and implement a Management Plan for Edézhíe. The Management Plan shall contribute to the purposes of this Agreement and shall include management priorities, actions to accomplish them, indicators to test whether the purposes of the Agreement are in fact being achieved, and a schedule by which the Parties agree to implement these actions.
- 7.2 The first Management Plan shall be approved by the Parties within five (5) years of the Effective Date.
- 7.3 The Edézhíe Management Board shall develop and recommend a process for the preparation and review of the Management Plan for approval by the Parties.

- 7.4 The Parties and the Edézhíe Management Board shall seek the expertise and advice of the applicable Elder/Harvester Committees and invite public input into the preparation and review of the Management Plan in accordance with the process approved by the Parties pursuant to section 7.3.
- 7.5 In advance of the approval of the first Management Plan, the Parties may, in accordance with this Agreement, establish management and operation measures on an interim basis.
- 7.6 The Parties and the Edézhíe Management Board shall commence a review and may propose revisions to the Management Plan in the fifth year following the approval of the first Management Plan. Thereafter, the Parties and the Edézhíe Management Board shall undertake periodic reviews of the Management Plan every 10 years. A Party or the Edézhíe Management Board may also, whenever it deems advisable, propose revisions to the Management Plan for approval by the Parties.
- 7.7 The approval or revision of a Management Plan by the Parties is subject to Dispute and Issue resolution under Part 8.
- 7.8 The Edézhíe Management Board shall develop a harvesting protocol for approval by the Parties. The protocol shall be finalized with the completion of the first Management Plan, and it shall be reviewed and may be revised in accordance with section 7.6.

8.0 DISPUTE AND ISSUE RESOLUTION

- 8.1 Any question or disagreement arising between the Parties concerning the interpretation of the Agreement shall be considered a "Dispute" and shall be addressed in accordance with the provisions in section 8.3. A disagreement about a proposed amendment to this Agreement is not subject to this Part.
- 8.2 Any disagreement between the Parties on a matter concerning Edézhíe that is not a Dispute shall be considered an "Issue" and shall be addressed in accordance with the provisions in section 8.4.
- 8.3 In the event that a Dispute arises between the Parties:
- (a) either disputing Party may, within fifteen (15) days of the Dispute arising, give written notice to the other Party, describing the details of the Dispute and any requested or proposed remedy or resolution of it, and the Parties shall meet within thirty (30) days, or on such schedule as they mutually agree, to seek an informal resolution of the Dispute;
 - (b) if the Dispute has not been resolved thirty (30) days from the date of the first meeting between the Parties, or from such other time as the Parties may determine, the

Parties may agree to refer the matter to mediation, to attempt resolution of the Dispute with the assistance of a mutually-acceptable mediator. If the Parties do not agree to refer the matter to mediation, or if they are unsuccessful in resolving the Dispute using mediation, either Party may refer the matter to arbitration;

- (c) if the Dispute is referred to arbitration, the Parties shall seek agreement on the appointment of a single arbitrator. In the event that the Parties are unable to agree on a single arbitrator, they shall apply to a justice of the Supreme Court of the Northwest Territories asking that the justice select an arbitrator from a list comprised of at most two candidates put forward by each Party;
- (d) unless otherwise agreed by the Parties, the arbitration shall be conducted in accordance with the *Commercial Arbitration Act* R.S.C. 1985, c.17, in the Northwest Territories;
- (e) an arbitrator may not consider or rule on the validity of this Agreement, or change the Agreement in any manner, and an arbitrator shall have no authority to make an order which has the effect of limiting the lawful jurisdiction, authority or obligations of either Party;
- (f) subject to any recourse to a court that may flow from the resolution of any Dispute by an arbitrator, the resolution of any Dispute shall be final and binding upon the Parties; and
- (g) unless the Parties otherwise agree or the arbitrator otherwise decides, the Parties shall each bear their own costs and pay equally all other costs of resolving the Dispute.

8.4 In the event of an Issue arising between the Parties:

- (a) either Party may initiate the Issue resolution process by submission, to the other Party, of an Issue Assessment describing the Issue, the interests of the Party bringing the Issue forward for resolution, the nature of any disagreements which have arisen or may arise, and that Party's proposed options for resolving the Issue ("an Issue Assessment");
- (b) within a maximum of forty-five (45) days of receipt of the Issue Assessment, the other Party shall provide a formal response addressing the Issue described in the Issue Assessment, and the Parties shall meet to formally consider the Issue within thirty (30) days of the formal response;
- (c) in the event the Parties are unable to resolve an Issue after meeting, considering and discussing the Issue Assessment and the formal response, either Party may initiate one or more of the following processes within fifteen (15) days:

- (1) refer the Issue to a working group composed of members of the Edézhíe Management Board and representatives of the Parties;
 - (2) commission third-party studies, evaluations or similar projects to provide the Parties with information, analysis or advice on how to resolve the Issue; or
 - (3) any other dispute resolution process as is agreeable to the Parties, including using the assistance of an impartial third party;
- (d) further deliberations by the Parties on any Issue that is the subject of a process under (c) shall be deferred until such time as a formal report is provided as an outcome of that process, and the Parties have met to consider the formal report and to attempt to resolve the Issue;
- (e) in the event of a clear and final disagreement of the Parties on an Issue, related decisions and any actions arising shall be held in abeyance and may be referred in writing within thirty (30) days of the conclusion of (d) to the Grand Chief and to the Minister, asking that they attempt, in good faith, to reach agreement on the Issue. The Parties may request the assistance of an agreed-upon impartial third party, to assist them to reach agreement on the Issue. For greater certainty, the Parties may, by mutual agreement in writing, change any of the time frames set out in Part 8 above.

8.5 For greater certainty, the Parties may, by mutual agreement in writing, change any of the time frames set out in Part 8 above.

9.0 EMPLOYMENT AND BUSINESS PROVISIONS

Employment and Advancement

9.1 The Parties are committed to maximizing Dehcho participation in all positions primarily associated with the management and operation of Edézhíe. The positions primarily associated with the management and operation of Edézhíe by Canada and the Dehcho First Nations are identified in Schedule 3 to this Agreement.

9.2 The Parties shall collaborate in the development of a human resource strategy to:

- (a) increase Dehcho employability and employment;
- (b) promote and retain Dehcho member employees; and
- (c) mentor Dehcho youth.

9.3 Canada shall ensure that, when recruiting for positions primarily associated with the management and operation of Edézhíe, consideration will be given to Dehcho knowledge, skills and qualifications including:

- (a) competency in Dehcho Dene Zhatíé;
- (b) knowledge of Dehcho culture;

- (c) community awareness; and
- (d) other relevant experience.

- 9.4 Each Party shall invite a representative of the other Party to be involved in the recruitment process for positions primarily associated with the management and operation of Edézhíe, including the development of qualifications and the participation in selection panels and hiring interviews.
- 9.5 Canada shall provide Dehcho citizens employed by Canada primarily associated with the management and operation of Edézhíe with reasonable training and advancement opportunities, such as on-the-job training, off-site training, and continuing education or educational leave, and reasonable accommodations to engage in Dehcho cultural activities.

Contracting

- 9.6 The Parties are committed to maximizing Dehcho participation in the procurement of goods and services required for the management and operation of Edézhíe.
- 9.7 Where Canada intends to secure goods or services for the management and operation of Edézhíe, Canada shall provide Dehcho businesses with preferential bidding opportunities where policy permits, and in any event, with reasonable opportunities to submit competitive bids, including: setting the date, location, terms and conditions for bidding so that Dehcho businesses may readily bid; inviting bids by commodity groupings; permitting bids for goods and services for a specified portion of a larger contract package; and designing construction contracts so as to increase the opportunity for smaller and more specialized firms to bid.
- 9.8 Canada shall give priority to hiring qualified Dehcho individuals in any contract undertaken by Canada in Edézhíe, and shall require third party contractors retained by Canada to carry out work in Edézhíe to give priority to hiring qualified Dehcho individuals as a condition of the award of any contract.

Future Employment and Contracting Opportunities

- 9.9 The Parties and the Edézhíe Management Board shall, on an ongoing basis, identify any future opportunities for employment and contracting.
- 9.10 The Parties shall refer any proposals from third parties to carry out business activities within Edézhíe to the Edézhíe Management Board for decision in accordance with Part 6 above.

10.0 FINANCIAL PROVISIONS

Operational and Capital Expenditures

- 10.1 The terms and conditions by which funding is to be provided to the Dehcho First Nations for the categories identified in Schedule 4 shall be set out in separate funding agreement(s).
- 10.2 Canada shall contribute the funding identified in Schedule 4 to the Dehcho First Nations for the Dehcho K'éhodi Stewardship and Guardian Program in accordance with annual workplans and budgets proposed by the Dehcho First Nations and approved by the Parties in accordance with sections 10.8 and 10.9.
- 10.3 Canada shall provide the financial support identified in Schedule 4 to the Dehcho First Nations for the operations of the Edézhíe Management Board in accordance with annual workplans and budgets proposed by the Edézhíe Management Board and approved by the Parties in accordance with sections 10.8 and 10.9.
- 10.4 Canada shall provide the funding identified in Schedule 4 to the Dehcho First Nations to establish and maintain capital infrastructure in support of the management and operation of Edézhíe.
- 10.5 Canada shall also allocate resources to meet its other management commitments under this Agreement, including species monitoring, habitat management and liaison with the Dehcho First Nations.
- 10.6 The amounts set out in Schedule 4 shall be adjusted for inflation, in the second and following Fiscal Years of the funding agreement, for any increase in the annual Consumer Price Index ("CPI") for Canada, in accordance with standard Government of Canada application of the CPI. In the event that future Government of Canada policy provides for the application of a regional CPI, the Yellowknife CPI shall apply.
- 10.7 Any funds allocated in a given Fiscal Year that are not expended in that Fiscal Year shall, unless otherwise agreed by the Parties, be added to the funds available in the subsequent Fiscal Year to cover deliverables under this Agreement.

Workplans and Budgets

- 10.8 The Dehcho First Nations and the Edézhíe Management Board shall prepare the proposed annual workplans and budgets identified in sections 10.2, 10.3, and 10.4 no later than February 1 of each Fiscal Year.
- 10.9 The Parties shall review, amend as they deem appropriate, and approve the annual workplans and budgets proposed by the Dehcho First Nations and the Edézhíe

Management Board under section 10.8. In approving the annual workplans and budgets, the Parties shall allocate funds to the Dehcho First Nations and the Edézhíe Management Board sufficient to enable the First Nations and the Board to carry out their respective responsibilities under this Agreement in a coordinated, consistent and effective manner.

- 10.10 In the event that an annual workplan and budget proposed in accordance with section 10.8 is not approved by the Parties prior to April 1 of that Fiscal Year, Canada shall provide interim funding from the applicable amounts set out in Schedule 4, as adjusted in accordance with section 10.6, until the annual workplan and budget is approved by the Parties.

Complementary Sources of Funding

- 10.11 Canada and the Dehcho First Nations acknowledge that the funding identified in Schedule 4 constitutes a baseline level of expenditures for the management and operation of Edézhíe. To more fully achieve the purposes of this Agreement, the Parties shall seek further complementary sources of funding for Edézhíe as set out in sections 10.12 to 10.18 below.

Edézhíe Fund

- 10.12 Prior to the the Establishment Date, the Dehcho First Nations shall establish a long-term endowment (“the Edézhíe Fund”) to support:
- (a) the Dehcho K’éhodi Stewardship and Guardian Program;
 - (b) the Edézhíe Management Board and related Dehcho First Nations staff and functions;
 - (c) capital infrastructure in support of Edézhíe;
 - (d) Dene Ahthít’e within Edézhíe; and
 - (e) other Edézhíe management objectives as set out in the Management Plan or otherwise agreed to from time to time by the Parties.
- 10.13 The Edézhíe Fund shall be managed under terms and conditions that:
- (a) appoint a corporate trustee as a trustee for the Fund;
 - (b) require the trustee to invest, manage and direct the Edézhíe Fund to carry out the objectives set out in section 10.12;
 - (c) require the trustee to take reasonable steps to protect the Edézhíe Fund against encroachment and inflation;
 - (d) empower the trustee to take such other steps as may be necessary or advisable to invest, manage and direct the Edézhíe Fund in a transparent and accountable manner; and
 - (e) enable the Parties to receive copies of annual reports, including audited financial statements, for the Edézhíe Fund on request.

- 10.14 For greater certainty, Canada shall pay the costs of its own participation in the Edézhíe Management Board, and for its own program-specific monitoring and research activities in Edézhíe, and shall not have access to the Edézhíe Fund for such purposes.
- 10.15 Canada shall, subject to Treasury Board approval, match third party contributions of capital to the Edézhíe Fund up to a maximum of \$10,000,000.00 within five (5) years of the Effective Date.
- 10.16 Canada may also, in its sole discretion and at any time, make additional capital contributions to the Edézhíe Fund.
- 10.17 The net annual income generated by the Edézhíe Fund shall be administered by the Dehcho First Nations for the objectives set out in section 10.12.
- 10.18 Canada may offset its funding commitments in section 10.2, 10.3, 10.4 and Schedule 4 in any year by any income in the Edezhie Fund that was generated in the previous year by Canada's capital contributions to the Edézhíe Fund.
- 10.19 Nothing in this Part prevents Canada, in its sole discretion and at any time, from contributing additional funding to cover any of the costs set out in section 10.2, 10.3, 10.4 or Schedule 4, or to otherwise advance the objectives of this Agreement.

Whole of Government Approach

- 10.20 The Parties shall discuss opportunities and where agreed, jointly advocate for a whole-of-government approach to contribute to funding for the objectives set out in section 10.12.

Review and Evaluation

- 10.21 The Parties shall review and may amend Part 10 and Schedule 4 in 2021.
- 10.22 The Parties shall thereafter review and may amend Part 10 and Schedule 4 during the periodic review and evaluation of this Agreement in accordance with Part 12, or at any other time as they may otherwise agree in writing.

11.0 GENERAL PROVISIONS

- 11.1 Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party, except to the extent of the requirement that all reasonable efforts must have been made to reach consensus through the processes set out in Part 8.
- 11.2 This Agreement is a legally binding contract and is not intended to be a treaty or land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*.

- 11.3 This Agreement shall be interpreted and applied in a manner consistent with the recognition and affirmation of Section 35 Rights, including any rights and benefits subsequently recognized or accorded to Dehcho First Nations by treaty, agreement or other constructive arrangements with the Crown or by judicial declaration.
- 11.4 The Parties shall take all steps that are necessary to give full effect to the provisions of this Agreement.
- 11.5 Time is of the essence in this Agreement.
- 11.6 This Agreement comes into effect on the Effective Date.
- 11.7 The several Parts of this Agreement, including Schedules, shall be read together and interpreted as one Agreement.
- 11.8 The Preamble is intended to assist in the construction and interpretation of this Agreement.
- 11.9 The division of this Agreement into Parts and sections and the insertion of captions and headings are intended solely for the convenience of the reader and will not affect the interpretation of this Agreement.
- 11.10 In this Agreement, words importing the singular include the plural and words importing the plural include the singular, and all references to gender include the female and male as the context requires.
- 11.11 There will be Dehcho Dene Zhatié, English and, if required, French versions of this Agreement. The English version is the authoritative version.
- 11.12 This Agreement is governed by the laws of the Northwest Territories and Canada, as applicable.
- 11.13 Financial commitments by Canada in this Agreement are subject to the appropriation of funds by Parliament.
- 11.14 Financial commitments by the Dehcho First Nations in this Agreement are subject to funds being available from the Edézhíe Fund.
- 11.15 This Agreement enures to the benefit of and binds each Party and its successors and assigns.
- 11.16 There shall be no presumption that doubtful expressions in this Agreement are to be interpreted in favour of Canada or the Dehcho First Nations.

- 11.17 If there is any inconsistency or conflict between this Agreement and a policy of Canada that is applicable in Edézhíé, this Agreement prevails to the extent of the inconsistency or conflict.
- 11.18 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect.
- 11.19 If a provision of this Agreement is severed from the remainder of this Agreement pursuant to section 11.18, the Parties shall make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.
- 11.20 In the event that either of the Parties is delayed or hindered in or prevented from the performance of its obligations under this Agreement by reason of an event beyond its reasonable control, including strikes, inability to procure materials or services, civil commotion, sabotage or an act of God, the obligations that are not fulfilled as a direct result of such delay or hindrance do not constitute a default under this Agreement during the period of such delay or hindrance.
- 11.21 The failure of any Party to enforce any provision in this Agreement shall not constitute a waiver of such provision or affect the right of that or the other Party to enforce such provision at a later date. If any Party does waive any provision in this Agreement, such waiver shall not be construed to be a further or continuing waiver of the provision. No waiver shall be deemed to have been given unless it has been given in writing.
- 11.22 All notices and other communications required or permitted to be given in this Agreement shall, unless otherwise provided for in this Agreement or by mutual consent of the Parties, be given in writing and delivered by mail, fax, courier or electronic mail to the following individuals and addresses:

CANADA:

Regional Director, Northern Region
Canadian Wildlife Service, Environment and Climate Change Canada
Box 2310
YELLOWKNIFE, NT X1A 2P7

DEHCHO FIRST NATIONS:

Grand Chief
Dehcho First Nations
PO Box 89
FORT SIMPSON, NT X0E 0N0

11.23 This Agreement, together with the attached Schedules and any agreement amending this Agreement, constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

11.24 This Agreement may be signed and dated in any number of its identically worded counterpart copies, each of which once signed and dated shall be deemed to be an original. All such counterpart copies together shall constitute one and the same instrument. Each Party agrees to provide to the other Party an electronically scanned copy of their signed and dated counterpart copy, on the date of signature, by facsimile or email, as evidence of their signature. The Parties acknowledge the validity of such electronically scanned counterpart copies in bringing the Agreement into effect.

12.0 REVIEW AND AMENDMENTS

12.1 The Parties shall meet in or about January of each year, commencing on the first anniversary after the Effective Date, for an annual review of the implementation of this Agreement.

12.2 In conducting the review under section 12.1, the Parties may seek information and advice from the Edézhíe Management Board or other persons or bodies involved in the implementation of this Agreement.

12.3 With the consent of both Parties, the Parties may re-allocate the funding identified in Schedule 4.

12.4 Within eight (8) years of the Establishment Date, and thereafter every ten (10) years, the Parties shall either:

- (a) contract for and complete an independent evaluation of the Agreement, or
- (b) complete a joint review of the Agreement

to determine whether the purposes and obligations of this Agreement are being achieved.

12.5 Recommendations pursuant to the review conducted under section 12.4 shall be addressed to both Parties, and may include proposed amendments to the Management Plan or to this Agreement.

- 12.6 This Agreement can be amended only with the written consent of both Parties. To be valid, any amendment to this Agreement shall be in writing and signed by all the Parties, while this Agreement is in force.
- 12.7 The signing authorities for the Parties with respect to section 12.6 are as in section 11.22.
- 12.8 Within ninety (90) days of receiving an independent evaluation or of completing a joint review under section 12.4, the Parties shall meet to consider any matters raised and may amend the Agreement.
- 12.9 The Parties shall amend this Agreement where necessary to conform with any rights and benefits subsequently recognized or accorded to Dehcho First Nations by treaty, agreement or other constructive arrangements with the Crown or by judicial declaration.

IN WITNESS WHEREOF the Agreement has been executed by duly authorized representatives of the Parties as of the Effective Date.

**HER MAJESTY THE QUEEN IN RIGHT OF DEHCHO FIRST NATIONS
CANADA, as represented by the Minister of
the Environment**

By: Catherine McKenna

By: Gladys Norwegian

Title: Minister of the Environment

Title: Grand Chief

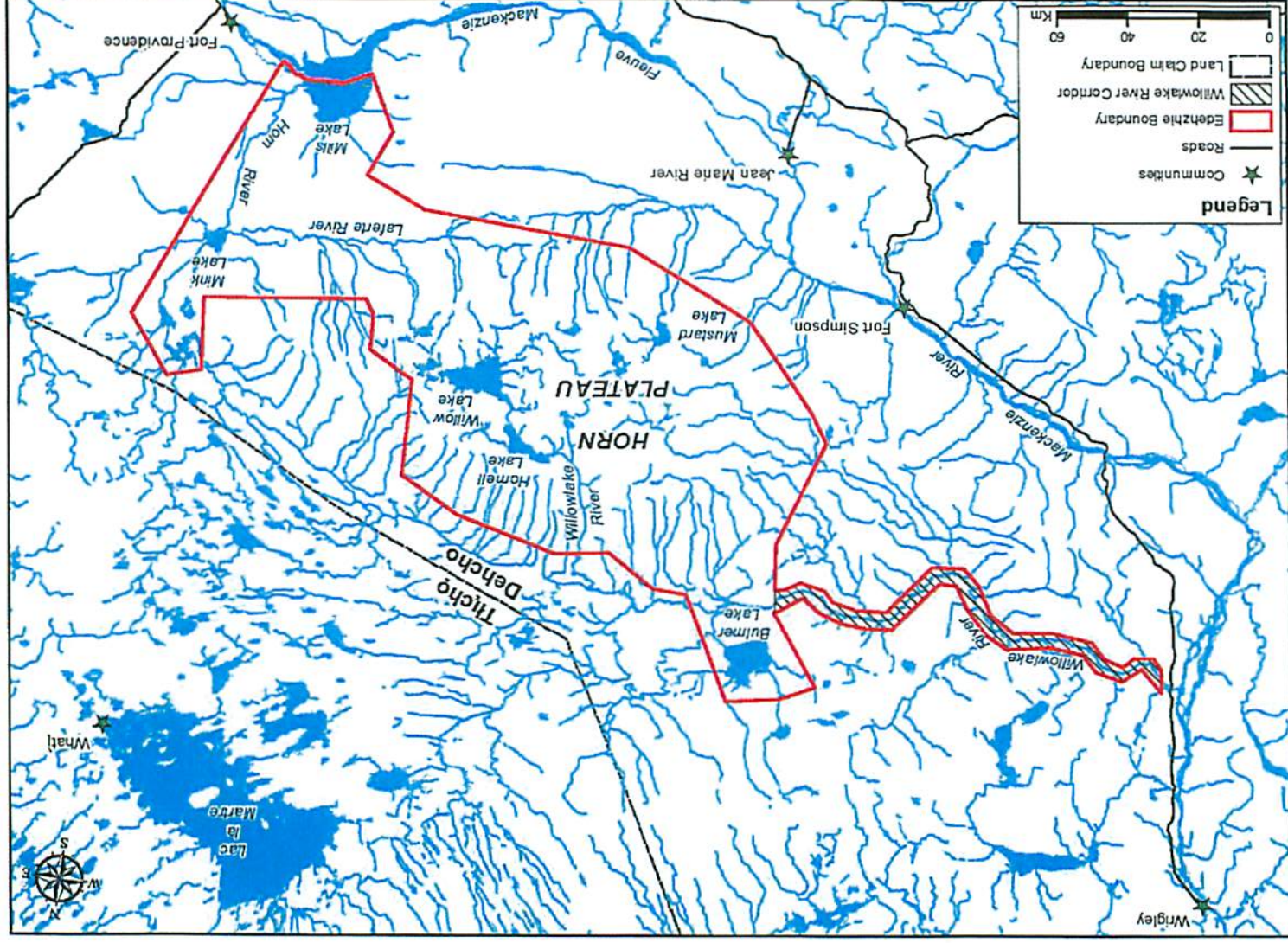
Signature: 

Signature: 

Signed this 11th day of October, 2018

Signed this 11 day of October, 2018

SCHEDULE 1 – Edéhzhíe and Willowlake River Corridor



SCHEDULE 2 -- Edéhzhíe Description

Description is for all of Edéhzhíe, including the Willowlake River Corridor

In the vicinity of the Horn Plateau;

All that parcel being more particularly described as follows, all geographic coordinates being North American Datum of 1983 (CSRS) and any references to straight lines meaning points joined directly on a North American Datum of 1983 (CSRS) Universal Transverse Mercator projected plane surface;

Commencing at the point of latitude 61°26'32" north and longitude 118°24'50" west;

Thence northwesterly in a straight line to a point at latitude 61°35'04" north and longitude 118°33'07" west;

Thence northeasterly in a straight line to a point at latitude 61°41'58" north and longitude 118°26'31" west;

Thence northwesterly in a straight line to a point at latitude 61°46'19" north and longitude 118°45'37" west;

Thence westerly in a straight line to a point at latitude 61°48'20" north and longitude 119°51'34" west;

Thence northwesterly in a straight line to a point at latitude 61°57'00" north and longitude 120°32'51" west;

Thence northwesterly in a straight line to a point at latitude 62°09'23" north and longitude 120°56'24" west;

Thence northwesterly in a straight line to a point at latitude 62°13'38" north and longitude 121°02'24" west;

Thence northeasterly in a straight line to a point at latitude 62°29'48" north and longitude 120°50'38" west;

Thence northerly in a straight line to a point at latitude 62°36'37" north and longitude 120°52'06" west;

Thence westerly in a straight line to a point at latitude 62°36'28" north and longitude 120°55'23" west;

Thence southwesterly in a straight line to a point at latitude 62°35'05" north and longitude 121°00'23" west;

Thence northwesterly in a straight line to a point at latitude 62°35'45" north and longitude 121°08'22" west;

Thence northwesterly in a straight line to a point at latitude 62°37'19" north and longitude 121°11'39" west;

Thence northwesterly in a straight line to a point at latitude 62°38'01" north and longitude 121°19'25" west;

Thence westerly in a straight line to a point at latitude 62°29'35" north and longitude 121°29'38" west;

Thence southwesterly in a straight line to a point at latitude 62°29'44" north and longitude 121°42'20" west;

Thence westerly in a straight line to a point at latitude 62°29'14" north and longitude 121°52'20" west;

Thence northwesterly in a straight line to a point at latitude 62°31'35" north and longitude 121°58'04" west;

Thence northwesterly in a straight line to a point at latitude 62°35'38" north and longitude 122°03'33" west;

Thence northwesterly in a straight line to a point at latitude 62°37'46" north and longitude 122°11'15" west;

Thence southwesterly in a straight line to a point at latitude 62°36'42" north and longitude 122°23'37" west;

Thence westerly in a straight line to a point at latitude 62°37'05" north and longitude 122°36'58" west;

Thence northwesterly in a straight line to a point at latitude 62°39'20" north and longitude 122°42'00" west;

Thence northwesterly in a straight line to a point at latitude 62°40'00" north and longitude 122°48'29" west;

Thence southwesterly in a straight line to a point at latitude 62°38'24" north and longitude 122°51'33" west;

Thence southwesterly in a straight line to a point at latitude 62°37'49" north and longitude 122°57'38" west;

Thence northwesterly in a straight line to a point at latitude 62°39'18" north and longitude 123°01'05" west;

Thence northerly in a straight line to a point at latitude 62°42'48" north and longitude 123°02'31" west;

Thence southwesterly in a straight line to a point at latitude 62°39'53" north and longitude 122°54'44" west;

Thence northwesterly in a straight line to a point at latitude 62°42'09" north and longitude 122°49'00" west;

Thence southwesterly in a straight line to a point at latitude 62°41'24" north and longitude 122°40'15" west;

Thence southwesterly in a straight line to a point at latitude 62°39'15" north and longitude 122°34'55" west;

Thence easterly in a straight line to a point at latitude 62°38'59" north and longitude 122°23'47" west;

Thence northeasterly in a straight line to a point at latitude 62°40'16" north and longitude 122°10'10" west;

Thence southeasterly in a straight line to a point at latitude 62°38'33" north and longitude 122°02'30" west;

Thence southeasterly in a straight line to a point at latitude 62°35'18" north and longitude 121°55'22" west;

Thence southeasterly in a straight line to a point at latitude 62°31'58" north and longitude 121°50'44" west;

Thence easterly in a straight line to a point at latitude 62°32'07" north and longitude 121°45'28" west;

Thence northeasterly in a straight line to a point at latitude 62°40'04" north and longitude 121°31'51" west;
Thence easterly in a straight line to a point at latitude 62°40'27" north and longitude 121°23'42" west;
Thence southeasterly in a straight line to a point at latitude 62°40'17" north and longitude 121°15'15" west;
Thence southeasterly in a straight line to a point at latitude 62°39'06" north and longitude 121°07'29" west;
Thence southeasterly in a straight line to a point at latitude 62°37'14" north and longitude 121°01'40" west;
Thence northeasterly in a straight line to a point at latitude 62°40'11" north and longitude 120°53'10" west;
Thence northwesterly in a straight line to a point at latitude 62°50'27" north and longitude 121°09'30" west;
Thence northeasterly in a straight line to a point at latitude 62°53'05" north and longitude 120°58'28" west;
Thence northeasterly in a straight line to a point at latitude 62°54'30" north and longitude 120°41'24" west;
Thence southeasterly in a straight line to a point at latitude 62°39'15" north and longitude 120°23'37" west;
Thence easterly in a straight line to a point at latitude 62°39'02" north and longitude 120°12'33" west;
Thence southeasterly in a straight line to a point at latitude 62°34'26" north and longitude 119°56'46" west;
Thence northeasterly in a straight line to a point at latitude 62°35'37" north and longitude 119°39'22" west;
Thence southeasterly in a straight line to a point at latitude 62°31'26" north and longitude 119°06'21" west;
Thence southeasterly in a straight line to a point at latitude 62°26'26" north and longitude 118°47'04" west;
Thence southerly in a straight line to a point at latitude 62°11'59" north and longitude 118°47'14" west;
Thence southeasterly in a straight line to a point at latitude 62°08'05" north and longitude 118°32'54" west;
Thence southerly in a straight line to a point at latitude 62°02'43" north and longitude 118°32'29" west;
Thence southeasterly in a straight line to a point at latitude 62°00'34" north and longitude 118°29'44" west;
Thence northeasterly in a straight line to a point at latitude 62°02'48" north and longitude 117°38'06" west;
Thence northerly in a straight line to a point at latitude 62°13'37" north and longitude 117°39'02" west;
Thence northeasterly in a straight line to a point at latitude 62°14'57" north and longitude 117°27'52" west;
Thence southeasterly in a straight line to the point at latitude 62°06'00" north and longitude 117°15'00" west;
Thence southwesterly in a straight line to a point at latitude 61°27'00" north and longitude 117°55'21" west;

Excepting the parcel of land described in Certificate of Title 52373 (Lot 9 Group 862 Plan 61560 C.L.S.R.LTO 111) on file with the Land Registry Office, Government of the Northwest Territories in Yellowknife; Said parcel containing an area of approximately 14 218 km²;

Thence southwesterly in a straight line to the point of commencement;

Thence westerly along said ordinary high water mark, across the mouths of various tributaries, to a point on the westerly extremity of an unnamed peninsula at approximate latitude 61°28'23" north and approximate longitude 118°16'13" west;

River at approximate latitude 61°27'08" north and approximate longitude 117°59'19" west;

Thence northwesterly in a straight line to a point on the ordinary high water mark of the Mackenzie River at approximate latitude 61°26'58" north and approximate longitude 117°59'16" west;

Thence northwesterly along said ordinary high water mark to a point on the westerly shore of said second unnamed island at approximate latitude 61°26'22" north and approximate longitude 117°57'32" west;

Thence northwesterly in a straight line to a point on the ordinary high water mark of the south shore of a second unnamed island at approximate latitude 61°26'17" north and approximate longitude 117°57'26" west;

Thence northwesterly in a straight line to a point on the ordinary high water mark of the south shore of a first unnamed island in the Mackenzie River at approximate latitude 61°26'04" north and longitude 117°57'00" west;

SCHEDULE 3 - Positions primarily associated with the management and operation of Edézhíe

Positions employed by the Dehcho First Nations

Edézhíe Regional Coordinator (1 fulltime position)

Edézhíe finance officer (.5 fulltime position)

Edézhíe community coordinators (4 halftime positions, one in each of Wrigley, Fort Simpson, Jean-Marie River and Fort Providence)

Dehcho K'éhodi Guardians (8 half-time positions, two each in Wrigley, Fort Simpson, Jean-Marie River and Fort Providence)

Positions employed by the Canadian Wildlife Service

NWT Protected Areas Specialist (1 fulltime position). This position will have primary responsibility for Edézhíe, but will also have other responsibilities, in the Canadian Wildlife Service, Northern Region.

SCHEDULE 4

Edézhíe Contribution Funding							
Category		FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY 2022-23	Total
Dehcho K'éhodi Stewardship and Guardian Program	Edézhíe Land Base Programs	-	\$10,438	\$10,438	\$10,438	\$10,438	\$41,750
	Edézhíe Guardians	\$196,400	\$318,800	\$288,801	\$288,801	\$288,801	\$1,381,603
	Edézhíe Monitoring Programs	-	\$45,000	\$90,000	\$90,000	\$90,000	\$315,000
	Infrastructure and Equipment Annual Maintenance	-	-	\$20,000	\$20,000	\$20,000	\$60,000
Operations of the Edézhíe Management Board	Management Board Meetings	\$54,900	\$91,500	\$91,500	\$91,500	\$91,500	\$420,900
	Community Coordinators	\$92,000	\$184,000	\$184,000	\$184,000	\$184,000	\$828,000
	Elder Harvester Committees	\$52,000	\$130,000	\$130,000	\$130,000	\$130,000	\$572,000
	Implementation Support	\$98,700	\$164,500	\$164,500	\$164,500	\$164,500	\$756,700
	Contribution to Office space startup	\$350,000	-	-	-	-	\$350,000
		\$844,000	\$944,238	\$979,239	\$979,239	\$979,239	\$4,725,953
Edézhíe Capital Expenses ¹							
Category		FY2018-19	FY2019-20	FY2020-21	FY2021-22		Total
Equipment		\$104,000	\$108,000	-	-	-	\$212,000
Infrastructure		-	\$108,000	\$148,000	-	-	\$256,000
		\$104,000	\$216,000	\$148,000	-	-	\$468,000

¹ Capital expenditures are not annual expenses, and will be disbursed over the period identified above as determined by the Parties. In accordance with Part 10 of this Agreement, periodic renewal of capital expenditures will be required, and addressed in accordance with 10.21 and 10.22.