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STATUS OF CHAPTERS

GREEN:	Chapter complete or near completion, subject to minor changes
BLUE:	Chapter in draft form, has been discussed with key issues outlined in footnotes and requires more discussion or redraft in development and more discussion required.
ORANGE:	Chapter in draft form but has not yet been thoroughly discussed at table or has been discussed but requires more work
BLACK:	Chapter not yet in Rolling Draft

PREAMBLE *in Rolling Draft*) (ORANGE)

CHAPTER 1: Definitions and Interpretation (*redraft in development, more discussion required*) (BLUE)

CHAPTER 2: General Provisions (*near completion*) (GREEN)

CHAPTER 3: Dehcho Government (*in draft and requires more work*) (ORANGE)

CHAPTER 4: Dehcho Community Governments (*footnotes/issue outlined and more discussion required*) (BLUE)

CHAPTER 5: Transition (*not yet in Rolling Draft*) (BLACK)

CHAPTER 6: E & E (*near completion*) (GREEN)

CHAPTER 7: Dehcho Community Lands (*near completion*) (GREEN)

CHAPTER 8: Early Childhood Education (*complete*) (GREEN)

CHAPTER 9: K-12 (*complete*) (GREEN)

CHAPTER 10: Out of School Care (*complete*) (GREEN)

CHAPTER 11: Post Secondary Education (*complete*) (GREEN)

CHAPTER 12: Adult Education and Training (*complete*) (GREEN)

CHAPTER 13: Child and Family Services (*complete*) (GREEN)

CHAPTER 14: Social Housing (*complete*) (GREEN)

CHAPTER 15: Income Assistance (*complete*) (GREEN)

CHAPTER 16: Adoption (*complete*) (GREEN)

CHAPTER 17: MARRIAGE (*complete*) (GREEN)

CHAPTER 18: Wills and Estates (*complete*) (GREEN)

CHAPTER 19: Guardianship and Trusteeship (*complete*) (GREEN)

CHAPTER 20: Language and Culture (*footnotes/issue outlined and more discussion required*) (BLUE)

CHAPTER 21: TRADITIONAL HEALING AND HEALTH AGREEMENT (*complete*) (GREEN)

CHAPTER 22: Heritage Resources (*in draft and not thoroughly discussed*) (ORANGE)

CHAPTER 23: Administration of Justice (*near completion*) (GREEN)¹

CHAPTER 24: Taxation (*footnotes/issue outlined and more discussion required*) (BLUE)

CHAPTER 25: Fiscal Relations (*not yet in Rolling Draft*) (BLACK)

Chapter 26: Review and Amendment (*not yet in rolling draft*) (BLACK)

CHAPTER 27: Dispute Resolution (*near completion*) (GREEN)

CHAPTER 28: Approval of the Agreement-in-Principle (*complete*) (GREEN)

CHAPTER 29: Ratification (*complete*) (GREEN)

CHAPTER 30: Implementation (*near completion*) (GREEN)

CHAPTER 31: Matters for the Dehcho Agreement (*near completion*) (GREEN)

¹ MT note Nov.20 – LTC to review in comparison with Chapter 4, Community Governance.

PREAMBLE

²

WHEREAS the Dehcho Dene assert³ that they have lived on their homeland according to their own laws and system of government since time immemorial; and

WHEREAS the Dehcho Dene assert that they were placed in their homeland by the Creator as keepers of their waters and lands; and

WHEREAS the Dehcho Dene assert that the Treaty of 1921 with the Crown recognizes the inherent political rights and powers of the Dehcho Dene; and

WHEREAS the rights set out in the Dehcho Agreement are intended equally for all Dehcho Dene, regardless of their status under the *Indian Act*; and

WHEREAS the Parties agree that the [Aboriginal]⁴ rights and title of the Dehcho Dene will be recognized and affirmed through the Dehcho Agreement; and

WHEREAS the Dehcho Dene intend to uphold the teachings of their Elders as guiding principles of Dehcho government now and in the future, and hereby reaffirm, assert and exercise their inherent rights and powers to govern themselves, as set out in the Dehcho Agreement; and

WHEREAS the Dehcho Dene intend to preserve and enhance the languages and culture of the Dene and Metis; and

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada; and

[WHEREAS the Parties are committed to implementing the principles of the UN Declaration on the Rights of Indigenous Peoples;]⁵ and

WHEREAS the Parties have negotiated this Agreement-in-Principle in order to describe how a Dehcho Agreement could define and provide certainty in respect of the rights of the Dehcho Dene relating to land, resources and self-government;

² Under review by Parties.

³ If the preamble is not read as part of the agreement, then Canada is comfortable with the current language in the first and third "WHEREAS", which currently contain assertions. If the preamble is read as part of the agreement then Canada would prefer to include language clarifying the interpretation of these clauses.

⁴ Under review by Parties. Other language required. Canada proposes the removal of "Aboriginal" as the Final Agreement will set out the constitutionally protected Dehcho rights, not Aboriginal rights.

⁵ Canada proposes that this provision be removed and revisited during Final Agreement negotiations.

DFN self government ROLLING DRAFT
Draft: Dec 24, 2019

Without Prejudice
For Discussion Purposes Only

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1: DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

1.2 INTERPRETATION

1.1 DEFINITIONS

1.1.1 The following definitions apply in the Dehcho Agreement:

“Adult Education” means education of Adults other than Students

“Agreement” means

“Agreement-in-Principle” means the land and resource and self-government provisions approved by the Dehcho First Nations, the Government of the Northwest Territories and the Government of Canada as the basis for the Dehcho Agreement.

“Appeal Board” means the appeal body established in accordance with 6.6 for the purpose of handling eligibility appeals

“Band Membership” means

“Band Membership List” means a list of individuals that is maintained in accordance with the *Indian Act* or by the Department of Aboriginal Affairs and Northern Development Canada

“Canada” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada

“Census” means a count of a population derived from (a) the Federal Government Census, (b) a Census conducted by a Dehcho Community Government, or (c) currently available statistics from the Government of the Northwest Territories.

“Child” means an individual less than the age of majority under Legislation.

“Child and Family Services” means services provided for:

- a) the protection of Children, where the primary objective is the safety and well-being of Children, having due regard for the protection from abuse, neglect and harm, or the threat of abuse, neglect or harm, and any need for intervention; and
- b) the support of families and care givers to provide a safe environment and prevent abuse, neglect and harm, or the threat of abuse, neglect or harm, including:
 - (i) the support of kinship ties and a Child’s attachment to the extended family; and
 - (ii) the promotion of a well-functioning family and community life.

“Client” means an individual in the Dehcho Settlement Area who has applied for or is receiving Income Assistance; and

“Community Acceptance” means acceptance as a Dehcho Citizen through a process set out in the Dehcho Constitution.

“Community Assembly” means

“Conflict” means

“Consult” means

“Consultation” means

“Correction Services” means services provided to administer sanctions pursuant to a Dehcho Law and includes the establishment of Correctional Facilities and the provision of probation services.

“Correctional Facilities” means facilities used to enforce sanctions pursuant to Dehcho Laws and includes healing centres and camps, group homes, and half-way houses.

“Dehcho Agreement” means the final land claims and self-government agreement among the Parties based upon the Agreement in Principle.

“Dehcho Assembly” means a meeting of representatives of Dene and Metis communities of the Dehcho for the purpose of considering whether to approve the draft AiP or Dehcho Agreement.

“Dehcho Capital” means

“Dehcho Citizen” means an individual whose name is on the Dehcho Citizenship Register

“Dehcho Citizenship Register” means the register referred to in 47.5 containing the names of all Dehcho Citizens

“Dehcho Community” means the community of Ft. Providence, West Point, Ka’a’gee Tu, Jean Marie River, Ft. Simpson, Sambaa K’e, Nahanni Butte, Pehdzeh Ki.

“Dehcho Community Government” means

“Dehcho Community Lands” means lands owned by a Dehcho Community Government in fee simple within the boundaries of that community

“Dehcho Community Law” means any law made by a Dehcho Community Government under the law making authority provided for in Chapter 4 of this agreement.

“Dehcho Constitution” means

“Dehcho Dene” means an individual who is a descendant of a Dene who resided on, used or occupied land in the Dehcho Asserted Territory (as shown in Appendix A) prior to December 31, 1922, and who identifies as a Dene or as a Métis, or an individual who was adopted as a child under laws recognized in Canada or by Dehcho Dene custom by a Dehcho Dene who resided on, used or occupied land in the Dehcho Asserted Territory prior to December 31, 1922, or is a descendant of an individual so adopted.

“Dehcho First Nations” means the Aboriginal people comprised of all Dehcho Citizens.

“Dehcho Government” means the government of the Dehcho First Nations established in accordance with Chapter 6.

“Dehcho Law” means

- a) any law made by the Dehcho Government under a law-making authority provided for in this Agreement, and
- b) the Dehcho Constitution.

“Dehcho Ndehe” means

“Dehcho Resident” means

“Dehcho Settlement Area” means the area shown in the map attached as Appendix A

“Dene” means

“Direct” has the same meaning, for the purpose of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*.

“Disputants” means the Parties or Persons to a dispute identified in 27.1.1.

“Dispute Resolution” means

“Education Support Services” means assistance provided in the form of a grant, loan or scholarship, counselling and administrative services for individuals accessing post-secondary education, Adult Education or Training

“Effective Date” means the date on which the Dehcho Agreement takes effect and both the territorial and federal Settlement Legislation have come into force.

“Eligible Voter” means an individual who is eligible to vote under 29.4.2

“Enrolment Committee” means the committee established under 6.2

“Enrolment List” means the list of individuals established by the Enrolment Committee in accordance with the eligibility criteria set out in 6.1

“Executive Council” means

“Expropriation” means the compulsory taking of lands or any interests in lands.

“Federal Law” includes federal statutes, regulations, ordinances, Orders-in-Council and the common law.

“General Assembly” means

“Government of the Northwest Territories” means all departments and agencies, including departmental corporations and branches designated as departments for purposes of the *Financial Administration Act* (NWT).

“Heritage Resources” means

“Heritage Site” means

“Implementation Plan” means the plan developed by the Parties under the Implementation chapter to manage the implementation of the Dehcho Agreement.

“Income Assistance” means any form of aid, monetary or otherwise, by the Dehcho Government, that is provided to assist an individual in need within the Dehcho Settlement Area.

“Intellectual Property” means any intangible property rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial design, or plant breeders’ rights.

“International Legal Obligations” means

“Jurisdiction” means the power to enact laws.

“Land Claims Agreement” means a land claims agreement within the meaning of section 35 of the Constitution Act, 1982

“Lands and Resources Agreement” means the final agreement which may be signed among the Government of Canada, the Government of the Northwest Territories and the Dehcho First Nations.

Commented [1]:
Definition may not be relevant (only reference currently is to ‘other’ L&R Agreements)

“Law” means

“Learning Outcomes” means the desired learning outcome for primary (Kindergarten to grade 2, intermediate (grades 4-6), junior (grades 7-9) and senior (grades 10-12) grade levels.

“Legal Intoxicants” means

“Legislation,” means federal or territorial legislation and, for greater certainty, includes regulations, ordinances and orders in council but does not include Dehcho Laws or Dehcho Community Laws.

“Liquor”, means any beer, cider, wine, spirits or other product intended for human consumption having a percentage of alcohol by volume that exceeds 0.5%

“Métis Local Membership List” means

“Minister” means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to.

“Official Voters List” means the list of individuals created in accordance with 8.3.4

“Party/Parties” means one of the Parties to the Agreement in Principle, namely the Dehcho First Nations, the Government of the Northwest Territories and Canada.⁶

“Person” means

“Place Names” means

“Preliminary Enrolment Period” means the period of 18 months commenced by the Enrolment Committee under 7.3.1.

“Preliminary Voters List” means the list created in accordance with 8.2.2 (f).

“Pre-school Child” means an individual who resides in the Settlement Area and is not older than six years at the beginning of the school year and is not a Student

“Public Utilities Board” means

⁶ While agreement has been noted in the Agreement in Principle, the need will arise at a later date to review whether to use the singular or plural form.

“Ratification Committee” means the committee referred to in 8.2

“Registrar” means an individual or group of individuals responsible for the creation and maintenance of the Dehcho Citizenship Register in accordance with 6.8

“Sacred Site” means

“Settlement Legislation” means the federal and territorial legislation that provides the Agreement is approved, given effect, declared valid, and has the force of law

“Self-Government Agreement” means

“Social Housing” means home ownership and rental programs that subsidize the purchase, construction, renovation or rental of residential housing for individuals in need of housing assistance.

“Social Housing” means home ownership and rental programs that subsidize the purchase, construction, renovation or rental of residential housing for persons in need of housing assistance.

“Spiritual Site” means

“Student” means an individual enrolled in kindergarten to grade 12 in the Settlement Area

“Territorial Law” includes territorial statutes, regulations, ordinances, Orders-in-Council, by-laws and the common law

“Training”, means

1.2. INTERPRETATION

1.2.1 There will be no presumption that doubtful expressions, terms or provisions in the Dehcho Agreement are to be resolved in favour of any particular Party.

1.2.2 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.

1.2.3 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 Claims Agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982; or
 - c) does not recognize or affirm Aboriginal Rights or Treaty rights, within the meaning of sections 25 and 35 of the Constitution Act, 1982.
- 1.2.4 A reference to a government, ministry, department or body will include its successor, whether it be in name or function.
- 1.2.5 Except where a specific year and chapter number are referenced, citation of Legislation refers to the Legislation as amended from time to time and includes successor Legislation.
- 1.2.6 Where the Dehcho Agreement refers to a Federal Law or Territorial Law, or a provision thereof, that is repealed after the Effective Date for which there is no successor legislation, the Dehcho Agreement will be read without reference to that Federal Law or Territorial Law or provision thereof.
- 1.2.7 The use of the word “territorial” refers to the Northwest Territories.
- 1.2.8 The use of the word “will” denotes an obligation that must be carried out by one or more of the Parties and, when no time frame is set out, the obligation will be carried out as soon as is practicable after the Effective Date or the event which gives rise to the obligation.
- 1.2.9 “May” is to be construed as permissive, but the use of the words “may not” denotes a negative connotation.
- 1.2.10 The use of the word “including” means “including, but not limited to” and the use of the word “includes” means “includes, but is not limited to”.
- 1.2.11 Headings and sub-headings are for convenience only and in no way define, limit, alter or enlarge the scope or meaning of any provisions of the Dehcho Agreement. A reference to a heading number or subheading number is a reference to the paragraphs under that heading or subheading, as applicable.
- 1.2.12 Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings.
- 1.2.13 A reference to a “chapter” or “schedule” means a chapter or schedule of the Dehcho Agreement, unless the meaning is otherwise clear from the context.
- 1.2.14 The use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context.

- 1.2.15 Defined words will be capitalized in the text of this Agreement- in- Principle
and the Dehcho Agreement.

CHAPTER 2: GENERAL PROVISIONS

- 2.1 PURPOSE AND SCOPE OF THE AGREEMENT-IN-PRINCIPLE**
- 2.2 NATURE OF THE DEHCHO AGREEMENT**
- 2.3 ACCESS TO PROGRAMS AND SERVICES**
- 2.4 OTHER RIGHTS, BENEFITS AND PROGRAMS**
- 2.5 REPRESENTATIONS AND WARRANTIES**
- 2.6 TERRITORIAL APPLICATION**
- 2.7 CONSTITUTION OF CANADA**
- 2.8 RELATIONSHIP OF LAWS**
- 2.9 APPLICATION AND RELATIONSHIP OF FEDERAL LAW, TERRITORIAL LAW AND DEHCHO AND DEHCHO COMMUNITY LAW**
- 2.10 RELATIONSHIP OF GENERAL PROVISIONS TO THE DEHCHO AGREEMENT**
- 2.11 CANADIAN HUMAN RIGHTS ACT**
- 2.12 APPLICATION OF FEDERAL LAW RELATING TO FIREARMS**
- 2.13 CONSULTATION ON LEGISLATION**
- 2.14 INTERGOVERNMENTAL AGREEMENTS**
- 2.15 APPLICATION OF INDIAN ACT**
- 2.16 REGULATION OF PROFESSIONS**
- 2.17 SUPREME COURT OF THE NORTHWEST TERRITORIES**
- 2.18 CORE PRINCIPLES AND OBJECTIVES**
- 2.19 STATUS OF DEHCHO NDEHE**
- 2.20 DEVOLUTION**
- 2.21 COMING TO EFFECT**
- 2.1 PURPOSE AND SCOPE OF THE AGREEMENT-IN-PRINCIPLE**
- 2.1.1 This Agreement-in-Principle sets out the basic principles guiding the negotiation of the Dehcho Agreement. It is not legally binding on the parties. For greater certainty, it does not create, define or recognize any legal duties or obligations, nor does it abrogate, derogate from or recognize any Aboriginal, Treaty or other rights.
- 2.2 NATURE OF THE DEHCHO AGREEMENT**
- 2.2.1 As of the Effective Date the Dehcho Agreement will be a treaty and give rise to treaty rights under sections 25 and 35 of the Constitution Act, 1982.
- 2.3 ACCESS TO PROGRAMS AND SERVICES**
- 2.3.1 Nothing in the Dehcho Agreement will prevent a Dehcho First Nation community or their residents from participating in the programs of Canada and the Government of the Northwest Territories or from benefiting from

them in accordance with the general criteria established for these programs, except where the Dehcho Agreement provides otherwise.

- 2.3.2 Nothing in the Dehcho Agreement will prevent the Dehcho Government or a Dehcho Community Government from participating in the programs of Canada and the Government of the Northwest Territories or from benefiting from them in accordance with the general criteria established for these programs, except where the Dehcho Agreement provides otherwise.

2.4 OTHER RIGHTS, BENEFITS AND PROGRAMS

- 2.4.1 Nothing in the Agreement will affect the ability of the Dehcho Government and Dehcho Citizens to participate in and benefit from government programs for status Indians, non-status Indians or Métis, as the case may be. Benefits received under such programs will be determined by general criteria established from time to time.
- 2.4.2 When the Dehcho Government applies to Canada or the Government of Northwest Territories for program funding, the determination by that government of the entitlement for funding will take into account the fact that the Dehcho Government is the legal successor of the [list Dehcho First Nation Bands].
- 2.4.3 Nothing in the Agreement will be construed to affect hunting, trapping or fishing rights under a Natural Resources Transfer Agreement, or under treaty, in British Columbia, Alberta, Saskatchewan or Manitoba of any individual who is eligible to be enrolled as a Dehcho Citizen.⁷
- 2.4.4 Rights and benefits provided under the Agreement for the Dehcho First Nation are vested in Dehcho Citizens collectively and may be exercised by individual Dehcho Citizens subject to any limitations established by or under any provisions of the Agreement, including any limitations established by the Dehcho Government. No Dehcho Citizen has a right to land, money or other benefits under the Agreement unless specifically provided for in the Agreement, or by decision of the Dehcho Government.

2.5 REPRESENTATIONS AND WARRANTIES

- 2.5.1 Each Dehcho First Nation represents and warrants to Canada and the Government of the Northwest Territories that, in respect of the matters dealt with in this Agreement, it represents and has the authority to enter into on

⁷ Canada is considering this clause. Canada proposes "is eligible but not enrolled". All parties considering.

behalf of, and enters into this Agreement on behalf of, any and all of those individuals who collectively comprise that Dehcho First Nation and who have or may exercise any Aboriginal rights, including Aboriginal title, or may make any claims to those rights.

2.5.2 Canada represents and warrants to each Dehcho First Nation that, in respect of the matters dealt with in this Agreement, it has the authority to enter into this Agreement within its authorities.

2.5.3 The Government of Northwest Territories represents and warrants to each Dehcho First Nation that, in respect of the matters dealt with in this Agreement, it has the authority to enter into this Agreement within its authorities.

2.6 TERRITORIAL APPLICATION

2.6.1 The provisions of the Dehcho Agreement will apply in the Northwest Territories, except where otherwise provided in the Agreement.

2.6.2 Neither the Dehcho Agreement nor the Settlement Legislation will have the effect of infringing on the rights of the Dehcho Dene as regards land located outside of the limits of the Northwest Territories.

2.6.3 The status of Dehcho Dene rights and interests in the Yukon Territory, British Columbia and Alberta will be addressed prior to the signing of the Dehcho Agreement.

2.6.4 The boundary and overlap issues between the Dehcho First Nations and the Acho Dene Koe, Sahtu, Akaitcho and Dene Tha' will be considered prior to the signing of the Dehcho Agreement.

2.7 CONSTITUTION OF CANADA

2.7.1 The Dehcho Agreement does not alter the Constitution of Canada, including:

- a) the identity of the Dehcho Dene as an aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
- b) sections 25 and 35 of the *Constitution Act, 1982*.

2.7.2 The Dehcho Government and Dehcho Community Government are bound by the provisions of the *Canadian Charter of Rights and Freedoms* and the rights and freedoms guaranteed by the *Charter* are enforceable in respect of the Dehcho Government and Dehcho Community Government.

- 2.7.3 Nothing in the Dehcho Agreement will affect the application of the *Canadian Charter of Rights and Freedoms* and, for greater certainty, the right of an individual to challenge any law, decision, program or service of any government on the grounds that it makes distinctions between persons which violate the *Charter's* guarantee of equality.

2.8 RELATIONSHIP OF LAWS

- 2.8.1 Subject to the Dehcho Agreement, Federal Law and Territorial Law will apply to Dehcho First Nations, Dehcho Government, Dehcho Community Government, Dehcho Ndehe and Dehcho Citizens.
- 2.8.2 In the event of a conflict between a Dehcho Law or Dehcho Community Law and a Federal Law or Territorial Law, priority will be determined in accordance with the Dehcho Agreement.
- 2.8.3 In the Dehcho Agreement, the Parties will address the issue of consistency of Dehcho Laws and Dehcho Community Laws and Dehcho Government actions with Canada's international legal obligations.
- 2.8.4 The *Statutory Instruments Act* (Canada) does not apply to Dehcho Law or Dehcho Community Law.
- 2.8.5 Notwithstanding any other rule of priority in the Dehcho Agreement, a Federal Law in relation to peace, order and good government, criminal law, human rights, the protection of the health and safety of all Canadians, or other matters of overriding national importance, prevails to the extent of a conflict with a Dehcho Law or Dehcho Community Law.
- 2.8.6 Notwithstanding any other rule of priority in the Dehcho Agreement, Federal Law and Territorial Law prevails to the extent of a conflict with a Dehcho Law or Dehcho Community Law that has an incidental impact on a subject matter for which Dehcho Government or Dehcho Community Government:
- a) has no power to make laws; or
 - b) has the power to make laws but in respect of which Federal Laws and Territorial Laws prevail in the event of a conflict.
- 2.8.7 Notwithstanding any other rule of priority in the Dehcho Agreement, Federal Law and Territorial Law prevails to the extent of a conflict with a Dehcho Law or Dehcho Community Law that has a double aspect with any federal or territorial legislative jurisdiction for which Dehcho Government or Dehcho Community Government:

- a) has no power to make laws; or
- b) has the power to make laws but in respect of which Federal Laws and Territorial Laws prevail in the event of a conflict.

2.8.8 In the event of any inconsistency or conflict between the Dehcho Agreement or the Settlement Legislation, or both, and other Federal Law or Territorial Law, the Dehcho Agreement or the Settlement Legislation, or both, will prevail to the extent of the Conflict.

2.8.9 Where there is any inconsistency or conflict between the Settlement Legislation and the Dehcho Agreement, the Dehcho Agreement will prevail to the extent of the inconsistency or conflict.

2.8.10 Any Dehcho Law or Dehcho Community Law that is inconsistent or in conflict with the Dehcho Agreement is of no force or effect to the extent of the inconsistency or conflict.

2.8.11 The Dehcho Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence, security and public safety.

2.8.12 In the event of a conflict between a Federal Law relating to species at risk, Migratory Birds, Fish and Fish Habitat, federal buildings and federal undertakings with Dehcho Law or Dehcho Community Law, the Federal Law will prevail to the extent of the conflict.

2.8.13 In the event of a conflict between Federal Law or Territorial Law setting out obligations with respect to the collection of statistics and reporting on natural resources in Canada and Dehcho Law or Dehcho Community Law, the Federal Law or Territorial Law will prevail to the extent of the conflict.

2.8.14 For greater certainty, the powers of the Dehcho Government and Dehcho Community Governments to make laws, set out in this Agreement, do not include the power to make laws in respect to:

- a) criminal law, including the procedure in criminal matters;
- b) protection of the health and safety of all Canadians;
- c) intellectual property; and
- d) labour relations and working conditions.

2.9 APPLICATION AND RELATIONSHIP OF FEDERAL LAW, TERRITORIAL LAW AND DEHCHO AND DEHCHO COMMUNITY LAW

- 2.9.1 Except as otherwise provided in this Agreement, Dehcho Law or Dehcho Community Law does not apply to Canada or the Government of the Northwest Territories.

2.10 RELATIONSHIP OF GENERAL PROVISIONS TO THE DEHCHO AGREEMENT

- 2.10.1 In the event of a conflict between a provision of this Chapter and any other provision in the Dehcho Agreement, the provision of this Chapter will prevail to the extent of the conflict.

2.11 CANADIAN HUMAN RIGHTS ACT

- 2.11.1 Nothing in the Dehcho Agreement restricts the operation of the *Canadian Human Rights Act* or the territorial *Human Rights Act*.

2.12 APPLICATION OF FEDERAL LAW RELATING TO FIREARMS

- 2.12.1 Nothing in the Dehcho Agreement affects the application of Federal Law in respect of the possession, use or regulation of firearms.

2.13 CONSULTATION ON LEGISLATION

- 2.13.1 Canada and the Government of the Northwest Territories will consult the Dehcho First Nation or, when it is established, the Dehcho Government, in the planning of the institutions established by or under the Dehcho Agreement and the preparation of the Settlement Legislation and other legislation proposed to implement the provisions of the Agreement, including the preparation of any amendments to such legislation.⁸

2.14 INTERGOVERNMENTAL AGREEMENTS

- 2.14.1 Nothing in the Dehcho Agreement will be interpreted so as to limit or extend any authority of the Parties to negotiate and enter into international, national, interprovincial, and inter-territorial agreements, but this will not prevent the Dehcho Government from entering into agreements with a federal, provincial, territorial or Aboriginal government for the provision of specific programs and services.

2.15 APPLICATION OF INDIAN ACT

⁸ LTC to review a revised LTC proposal.

2.15.1 The Indian Act will not apply to Dehcho Citizens, except for the purpose of determining whether or not a Dehcho Citizen is an “Indian” under that Act and for the administration of the property of any individual where it was being administered by the Minister of Indian Affairs and Northern Development under that Act before the effective date.

2.15.2 Enrolment as a Dehcho Citizen does not affect an individual’s identity as an Indian or Métis.

2.15.3 Enrolment as a Dehcho Citizen will not confer any rights or benefits under the *Indian Act* or a right of entry into Canada or of Canadian citizenship.

2.16 REGULATION OF PROFESSIONS

2.16.1 The Dehcho Government has no Jurisdiction in relation to the certification, licensing, or regulation of occupations, trades, professions, professionals, professional organizations and societies except for the:

- a) certification of early childhood educators and childcare providers pursuant to 8.1.1 c);
- b) certification of teachers pursuant to 9.1.1;
- c) certification of out of school caregivers pursuant to 10.2.1 c);
- d) certification of individuals who teach the languages and culture of the Dehcho Dene pursuant to 20.2.1 d);
- e) regulation pursuant to 20.2.1 e) of individuals certified pursuant to 20.2.1 c); and
- f) regulation and certification of individuals providing traditional Aboriginal healing programs and services pursuant to 21.1.1 b).

Commented [MF2]: 2.1.d?

Commented [MF3]: 1.1c?

2.17 SUPREME COURT OF THE NORTHWEST TERRITORIES

2.17.1 Nothing in the Dehcho Agreement affects the inherent jurisdiction of the Supreme Court of the Northwest Territories, including its jurisdiction with respect to children or legally incompetent individuals.

2.18 CORE PRINCIPLES AND OBJECTIVES

2.18.1 In consultation with the Dehcho Government, the Government of the Northwest Territories will develop and may amend NWT core principles and objectives in relation to:

- a) Early childhood education;
- b) Child and Family Services;

- c) Social Housing;
- d) Income Assistance;
- e) Trusteeship
- f) Guardianship; and
- g) Adoption.

2.18.2 NWT core principles and objectives in relation to:

- a) Early childhood education;
- b) Child and Family Services;
- c) Social Housing;
- d) Income Assistance;
- e) Trusteeship
- f) Guardianship; and
- g) Adoption

reflect the fundamental characteristics of social programs and services in these areas.

2.18.3 The NWT Core principles and objectives will be broad in nature.

2.18.4 Governments in the NWT setting standards compatible with NWT core principles and objectives may take into account the circumstances and conditions that exist for that government.

2.18.5 For greater certainty, standards established by the Dehcho Government referred to in (reference the specific sections in jurisdictions chapters) may take into account the circumstances and conditions that exist in the Dehcho Settlement Area.

2.18.6 For greater certainty, standards established by the Dehcho Government referred to in (reference the specific sections in jurisdictions chapters) may differ from standards established by the Government of the Northwest Territories or other governments in the NWT and still be compatible with NWT core principles and objectives.

2.19 STATUS OF DEHCHO NDEHE

2.19.1 Dehcho Ndehe are not “Lands reserved for the Indians” within the meaning of section 91(24) of the Constitution Act, 1867 or reserves within the meaning of the Indian Act.

2.20 DEVOLUTION

2.20.1 Nothing in the Dehcho Agreement will prejudice the devolution or transfer of responsibility or powers from Canada to the Government of the Northwest Territories.⁹

2.21 COMING TO EFFECT

2.21.1 The Dehcho Agreement comes into effect upon its ratification by all Parties as set out in the Ratification Chapter.

⁹ DFN propose starting this clause with: “Subject to 2.8.8, ...”.

CHAPTER 3: DEHCHO GOVERNMENT

¹⁰

3.2	GENERAL POWERS
3.3	DELEGATION
3.4	LAW MAKING POWERS
3.5	JUDICIAL POWERS
3.6	CONFLICT OF LAWS
3.7	REGISTER OF DEHCHO LAWS
3.8	INTERGOVERNMENTAL ARRANGEMENTS
3.9	INTERGOVERNMENTAL MEETINGS
3.10	COORDINATION OF PROGRAM AND SERVICE DELIVERY
3.11	INTERNATIONAL LEGAL OBLIGATIONS
3.12	TRANSITIONAL

3.1.1 The Dehcho Government will be recognized at the Effective Date. The Constitution of the Dehcho Government will be approved by a DFN Assembly before the Ratification Vote referred to in 29.4.

3.1.2 Consistent with the Self-Government Dehcho Agreement, the Dehcho Constitution will provide for:

- a) governing bodies and the exercise of their powers and duties and their composition, membership and procedures;
- b) protections for Dehcho Citizens and Dehcho Residents, and for other individuals to whom Dehcho laws apply, by way of rights and freedoms no less than those set out in the *Canadian Charter of Rights and Freedoms*;
- c) a system of political and financial accountability to Dehcho Citizens and Dehcho Residents;
- d) the selection of regional and community leaders through democratic processes;
- e) the challenging of the validity of Dehcho Laws by any Person directly affected by such laws and the striking out of invalid laws;
- f) implementation of the principle that Persons directly affected by any programs or services delivered by any Dehcho Government institution should have an opportunity to participate in the decision making process with respect to the management and delivery of those programs and services;

¹⁰ Need to revisit constitution and structure once a governance model is devised. Need to understand who the constitution applies to and the amending formula.

- g) the possibility that individuals who are not Dehcho Citizens may be appointed or elected as members of Dehcho Government institutions;
- h) amendment of the Constitution;
- i) Dehcho public assemblies (annual and special); and
- j) role of referendums.

3.1.3 The governing body of the Dehcho Government that exercises its law making powers and its primary executive functions will include at least

- a) a Grand Chief, who is a Dehcho Dene, elected at large by eligible Dehcho Residents and Dehcho Citizens;
- b) the Chief of each Dehcho Community Government; and
- c) one representative from each Dehcho Community selected by the residents of that Community.

3.1.4 In elections for the Grand Chief, an individual is eligible to vote if that individual is a Dehcho Citizen, or¹¹

- a) is a Canadian citizen or permanent resident of Canada;
- b) has been resident in Dehcho Ndehe, the Settlement Area or a Dehcho Community for at least the five¹² years immediately preceding the election; and
- c) is at least 18 years of age on the day of the election.

3.1.5 A majority of the members of the governing body of the Dehcho Government will be Dehcho Citizens.

3.1.6 There will be at least one (1) General Assembly each calendar year.

3.1.7 The Dehcho Government will participate in at least one (1) Community Assembly in each Dehcho Community each calendar year as set out in 4.2.8b).¹³

3.1.8 To the extent of any conflict or inconsistency between the Dehcho Constitution and the Dehcho Agreement, the Agreement will prevail.

3.1.9 Every individual will have reasonable access to a copy of the Dehcho Constitution during normal hours, and, upon request, the Dehcho

¹¹ DFN proposal. LTC to review wording to ensure that all eligible voters are at least 18 years old.

¹² GNWT and Canada propose a two year minimum. [Key Issues ¶]

¹³ Canada thinks that this should be in the Constitution, or a clause should be added to say that this is at no further cost to Canada

Government will provide, at cost, copies of the Constitution. In addition, the Dehcho Government will make the Constitution available for viewing at any time on the website of the Dehcho Government.

3.2 GENERAL POWERS

3.2.1 The Dehcho Government is a legal entity with the legal capacity of a natural person, including but not limited to, the ability to

- a) enter into contracts or agreements;
- b) acquire and hold property, including real property, and any interest therein, sell or otherwise dispose of property or any interest therein;
- c) raise, invest, expend and borrow money;
- d) sue or be sued;
- e) form corporations or any other legal entities; and
- f) do such other things as may be conducive to the exercise of its rights, powers and privileges.

3.2.2 For greater certainty, the Dehcho Government may establish trusts and administrative boards, commissions and tribunals and other bodies to perform functions identified in Dehcho Laws.

3.3 DELEGATION

3.3.1 The Dehcho Government may delegate any of its powers, except the power to enact laws, to:

- a) a body or official established by Dehcho Law;
- b) Canada or the Government of the Northwest Territories, including a department, agency or office of either Canada or the Government of the Northwest Territories;
- c) a board, or other public body established by Federal Law, Territorial Law or Dehcho Law; or
- d) a Dehcho Community Government or other municipal government.

3.3.2 A delegation under 3.3.1 must be in writing and, if under 3.3.1 (b), (c) or (d), must be agreed to by the delegate.

3.3.3 The Dehcho Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation.

3.4 LAW MAKING POWERS

- 3.4.1 In addition to its other powers, as set out in the Dehcho Agreement, the Dehcho Government has the exclusive¹⁴ jurisdiction to enact laws in relation to
- a) the structure of the Dehcho Government and its internal management; and
 - b) the management and exercise of rights and benefits provided under the Dehcho Agreement to Dehcho Citizens, to the Dehcho First Nations or to the Dehcho Government, including those relating to the harvesting of Wildlife, Fish, Migratory Birds, Plants and Trees;¹⁵ ¹⁶ and
 - c) any matters ancillary to (a) or (b).
- 3.4.2 In addition to its other powers, as set out in the Dehcho Agreement the Dehcho Government has the power to enact laws in relation to
- a) the identification of Dehcho Citizens;
 - b) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Dehcho Ndehe;
 - c) the control or prohibition of the transport, sale, possession or use of Liquor or other Legal Intoxicants¹⁷ on Dehcho Ndehe;
 - d) protections for the human rights and civil rights of Dehcho Citizens and Dehcho Residents, and for other individuals to whom Dehcho laws apply, by way of rights and freedoms no less than those set out in the Canadian Charter of Rights and Freedoms, the Canadian Human Rights Act and the NWT Human Rights Act; and
 - e) trusts.¹⁸
- 3.4.3 For greater certainty, the authority of the Dehcho Government to make laws in respect of a subject matter as set out in the Dehcho Agreement includes the authority to make laws and do other things as may be necessarily incidental to exercising that authority.

Commented [4]:
Currently no chapters on wildlife, fish, mig birds, plants and trees

¹⁴ Canada and GNWT are not prepared to recognize any exclusive heads of jurisdiction. [Key Issues ¶]

¹⁵ Need to provide that only reps of Dene vote on matters relating to treaties. The Parties are generally in agreement. Need to resolve which jurisdictions will fall under Assembly A and which under Assembly B.

¹⁶ Canada is considering GNWT's proposal: "The Dehcho Government has the power to enact laws consistent with the Dehcho Agreement in relation to the management and exercise of rights and benefits provided under the Agreement to Dehcho Citizens, to the Dehcho First Nation or to the Dehcho Government including those related to harvesting of wildlife, plants and trees."

¹⁷ DFN proposal. Canada and GNWT are considering.

¹⁸ The Parties are continuing to review. Canada notes that this is a matter for Finance Canada. [Key Issues ¶]

- 3.4.4 Within 120 days of the Effective Date the Dehcho Government will enact a Dehcho Law providing for the issuance of identification cards that can be used to identify Dehcho Citizens while they are exercising their rights under the Dehcho Agreement. The Dehcho Government will use best efforts to issue such identification cards within a year of the law being passed.

3.5 JUDICIAL PROCEEDINGS

- 3.5.1 The Dehcho Government will have standing in any judicial proceedings, including any other dispute resolution proceedings, to act on behalf of any individual Dehcho Citizen or Dehcho Resident, except where that Dehcho Citizen or Resident objects, or on behalf of the Dehcho First Nations with respect to rights or benefits under the Dehcho Agreement.
- 3.5.2 In any legal proceedings which could impact on the rights or benefits of Dehcho Citizens or Dehcho Residents, as set out in the Dehcho Agreement, the courts will give serious consideration to the culture and customs of the Dehcho Dene.

3.6 CONFLICT OF LAWS

- 3.6.1 Unless otherwise provided in the Dehcho Agreement, the powers of the Dehcho Government to enact laws will be concurrent with those of Canada or the Government of the Northwest Territories, as the case may be.
- 3.6.2 In the event of a conflict between a Dehcho Law made pursuant to 3.4.1 and a Federal or Territorial Law, the Dehcho Law will prevail to the extent of the conflict.
- 3.6.3 In the event of a conflict between a Dehcho Law made pursuant to 3.4.2 and a Federal or Territorial Law, the Federal or Territorial Law will prevail to the extent of the conflict.

3.7 REGISTER OF DEHCHO LAWS

- 3.7.1 The Dehcho Government will maintain, at its main offices and on its website, a register on which it will enter the text of all Dehcho Laws, including any amendment to those laws.
- 3.7.2 Every individual will have reasonable access to the register.

- 3.7.3 The Dehcho Government upon request will provide, at cost, hard copies of Dehcho Laws.

3.8 INTERGOVERNMENTAL ARRANGEMENTS¹⁹

- 3.8.1 The Parties recognize that ongoing relations on a government-to-government basis among the Dehcho Government, the Government of the Northwest Territories and Canada are essential for implementing the Agreement.
- 3.8.2 The Parties recognize that these ongoing relations are best achieved through a collaborative relationship at both the political level and the administrative level.

3.9 INTERGOVERNMENTAL MEETINGS

- 3.9.1 The Parties will meet within three years after the Effective Date and thereafter on a periodic basis to:
- a) maintain open lines of communication between them; and
 - b) discuss matters of concern to any Party.

3.10 COORDINATION OF PROGRAM AND SERVICE DELIVERY

- 3.10.1 The Parties may enter into agreements to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery, or enter into arrangements for information sharing, record keeping or other measures as may be agreed upon.

3.11 INTERNATIONAL LEGAL OBLIGATIONS²⁰

- 3.11.1 The following definition applies in 3.11:
- “international treaty” means an agreement governed by international law and concluded in written form
- a) between States; or
 - b) between one or more States and one or more international organizations,

¹⁹ GNWT proposal. Under review by Canada,

²⁰ Canada is reviewing.

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation.

- 3.11.2 Prior to consenting to be bound by an international treaty that may affect a right of the Dehcho Government, the Dehcho Government or a Dehcho Citizen, Canada will provide an opportunity for the Dehcho Government to make its views known with respect to the international treaty.
- 3.11.3 Where Canada informs the Dehcho Government that it considers that a law or other exercise of power of the Dehcho Government causes Canada to be unable to perform an international legal obligation, the Dehcho Government and Canada will discuss remedial measures to enable Canada to perform the international legal obligation. Subject to 3.11.4, the Dehcho Government will remedy the law or other exercise of power to the extent necessary to enable Canada to perform the international legal obligation.
- 3.11.4 Where Canada and the Dehcho Government disagree over whether a law or other exercise of power of the Dehcho Government causes Canada to be unable to perform an international legal obligation, the dispute will be resolved pursuant to chapter DR. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the law or other exercise of power of the Dehcho Government does not cause Canada to be unable to perform the international legal obligation, Canada will not take any further action for this reason aimed at changing the Dehcho Law or other exercise of power. If the arbitrator, having taken into account all relevant considerations including any reservations and exceptions available to Canada, determines that the Dehcho Law or other exercise of power causes Canada to be unable to perform the international legal obligation, the Dehcho Government will remedy the law or other exercise of power to enable Canada to perform the international legal obligation.
- 3.11.5 Canada will consult the Dehcho Government in the development of positions taken by Canada before an international tribunal where a law or other exercise of power of the Dehcho Government has given rise to an issue concerning the performance of an international legal obligation of Canada. Canada's positions before the international tribunal will take into account the commitment of the Parties to the integrity of this Agreement.
- 3.11.6 Notwithstanding 3.11.4, if there is a finding of an international tribunal of nonperformance of an international legal obligation of Canada attributable to a law or other exercise of power of the Dehcho Government, the Dehcho Government will, at the request of Canada, remedy the law or action to enable

Canada to perform the international legal obligation consistent with the compliance of Canada.

3.11.7 For greater certainty, reference to Canada's international legal obligations in the Agreement includes those that are in force on or after the Effective Date.

3.12 TRANSITIONAL²¹

3.12.1 On the effective date, the Dehcho First Nations and the (list) bands and Métis locals cease to exist and are succeeded by the Dehcho Government and Community Governments.

3.12.2 On the Effective Date, the assets and liabilities of the bands referred to in 10.1 will become the assets and liabilities of the Dehcho Government and Community Governments.

3.12.3 Any monies held by Canada for the use and benefit of the bands referred to in 10.1 will be transferred to the Dehcho Government and Community Governments as soon as practicable after the Effective Date.

3.12.4 On the effective date,

- a) any assets or liabilities of the Dehcho First Nations become the assets and liabilities of the Dehcho Government; and
- b) the Leadership of the Dehcho First Nations that is in office immediately before that date becomes the governing body of the Dehcho Government until replaced in accordance with the Dehcho Constitution.

Commented [MF5]: Currently no chapter on CHAPTER 10: RESOURCE MANAGEMENT / DCRMA

²¹ This section may need to be removed and placed in Chapter 5 Transition.

CHAPTER 4: DEHCHO COMMUNITY GOVERNMENTS

4.1	DEHCHO COMMUNITY GOVERNMENTS
4.2	STRUCTURE OF DEHCHO COMMUNITY GOVERNMENTS
4.3	DELEGATION
4.4	POWERS TO ENACT LAWS
4.5	ENFORCEMENT
4.6	SANCTIONS
4.7	PROSECUTIONS
4.8	TERRITORIAL COURT
4.9	SUPREME COURT OF THE NORTHWEST TERRITORIES
4.10	PROCEDURES
4.11	ENFORCEMENT OF SANCTIONS
4.12	APPEAL, REHEARING AND REVIEW OF DECISIONS
4.13	INCONSISTENCY OR CONFLICT
4.14	PROGRAMS AND SERVICES
4.15	EXPANSION OF DEHCHO COMMUNITY BOUNDARIES
4.16	DISSOLUTION OR RELOCATION
4.17	ESTABLISHMENT OF NEW DEHCHO COMMUNITY GOVERNMENTS

4.1 DEHCHO COMMUNITY GOVERNMENTS

- 4.1.1 The Dehcho Community Governments are the community governments in [list Dehcho communities].
- 4.1.2 Dehcho Community Governments represent and serve all residents in their respective communities.
- 4.1.3 The Dehcho Agreement will
 - a) describe the boundary of each Dehcho Community;
 - b) provide for the structures and administration of Dehcho Community Governments and for their dissolution in accordance with 4.16;
 - c) provide for transitional arrangements respecting existing community governments in Dehcho communities, including transfer of their assets and assumption of their liabilities and, where agreed to by the parties, their dissolution;
 - d) set out the powers of the Dehcho Community Governments, including the powers to administer Community Lands and to enter into Municipal Service Agreements;

- e) describe the procedures through which the Chiefs and Councillors of Dehcho Community Governments may be selected;
- f) describe the authority, if any, of the Government of the Northwest Territories with respect to the operational and financial accountability of Dehcho Community Governments;
- g) provide for the cancellation of any certificate of title or leases issued before the Effective Date for any land that has become Dehcho Community Lands; and
- h) provide for the issuance of a new certificate of title or lease for an interest listed in Schedule XX, where a certificate of title or lease was issued before the Effective Date and cancelled pursuant to 4.1.2 (g).

4.2 STRUCTURE OF DEHCHO COMMUNITY GOVERNMENTS²²

4.2.1 A Dehcho Community Government will be comprised of a Chief and an even number of councillors. No Dehcho Community Government will have less than four councillors. The maximum number of councillors for each Community will be determined in relation to the number of residents in the Community, including children, as confirmed by the most recent Census conducted before the election of the councillors, as follows:

<u>Number of Community Residents</u>	<u>Maximum Number of Councillors</u>
Less than 500	6
500-999	8
1,000-19,999	10
20,000 or more	12

4.2.2 The Dehcho Agreement

- a) will recognize the right of Dehcho Communities to choose their leadership according to Dene custom²³ rather than by election;
- b) will define residency in a Dehcho Community [or in Dehcho Ndehe] for the purposes of this chapter;
- c) [for those Dehcho Communities which elect their Chief and Councillors,] will describe eligibility criteria for Dehcho Community Government elections;
- d) may describe the grounds and the processes for removing a Chief or a Councillor from office;

²² This model needs to be revisited and will be discussed by the Parties.

²³ May need to define "Dene custom". Is custom consistent with public government? And does it meet a democratic minimal test for people's participation?

- e) may describe an acclamation process for a Chief or a Councillor;
- f) may provide for a periodic Census for the purposes of 4.2.1;
- g) may provide for the appointment of a Councillor to act as Sub Chief, who will act as Chief in the absence of the Chief; and
- h) will describe community meetings and the use of referendums.

4.2.3 In Dehcho Community elections, an individual is eligible to vote if that individual

- a) is a Canadian citizen or permanent resident of Canada;
- b) is resident in the Dehcho Community for at least the six months immediately preceding the election;
- c) has been resident in Dehcho Ndehe or Settlement Area or in a Dehcho Community for at least the five years²⁴ immediately preceding the election; and
- d) is at least 18 years of age on the day of the election.

4.2.4 The Chief and Sub-Chief of a Dehcho Community Government must be Dehcho Citizens who are at least 18 years of age and have been resident in the community for at least the two years immediately preceding taking office.

4.2.5 A councillor of a Dehcho Community Government must be an eligible voter who is nominated and elected/selected by eligible voters.

4.2.6 Subject to 4.2.7, in an election for a Dehcho Community Government those candidates with the most votes will be elected as councillors.

4.2.7 At least half of those elected as Community Councillors will be Dehcho Citizens

4.2.8 There will be at least one (1) Community Assembly each calendar year

- a) conducted by the Community Government; and
- b) conducted by the Dehcho Government.

4.3 DELEGATION

4.3.1 A Dehcho Community Government may delegate any of its powers, except the power to enact laws, to:

²⁴ GNWT and Canada propose a 2 year minimum. DFN seeking instructions. [Key Issues ¶]

- a) a public body or office established by a law of that Dehcho Community Government;
- b) the Dehcho Government or a body or office established by a Dehcho law;
- c) Canada or the Government of the Northwest Territories, including a department, agency or office of either Canada or the Government of the Northwest Territories; or
- d) a public body established by Legislation.

4.3.2 A delegation under 4.3.1 must be in writing and, if under 4.3.1 (b) or (c) must be agreed to by the delegatee.

Commented [MF6]: (c) or (d)?

4.3.3 A Dehcho Community Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation. The delegation agreement may include powers exercisable outside the Dehcho Community and powers to enact laws applicable outside the Dehcho Community.

4.3.4 Where the Dehcho Government has delegated authority to a Dehcho Community Government to deliver programs for which federal or territorial funding would be available to the Dehcho Government if it were delivering the programs, the Dehcho Community Government will be treated as though the Dehcho Government had made the application to Canada or the Government of the Northwest Territories for program funding.

4.3.5 When applying to Canada or the Government of the Northwest Territories for funding under 4.3.4, a Dehcho Community Government will be treated as a separate entity for purposes of calculating the entitlement to and quantum of funding.

4.4 POWERS TO ENACT LAWS²⁵

4.4.1 In addition to [any] other powers provided for in the Dehcho Agreement [for Dehcho Community Governments], a Dehcho Community Government has Jurisdiction of a municipal/community²⁶ nature within its boundaries with respect to

- a) operations and internal management and procedures;

²⁵ Parties to examine potential s.35 responsibilities for Community Governments (i.e. Assembly A and Assembly B).

²⁶ DFN prefer to use 'community'. GNWT and Canada prefer to use 'municipal'.

- b) the purchase and acquisition of real property by the Dehcho Community Government and the sale, lease, disposition, use, holding or development of Dehcho Community Government real property;
- c) regulating the [development/ management], use and protection of land including land use planning, zoning and subdivision control²⁷
- d) granting utility franchises;
- e) the health, safety, welfare of people and the protection of people and property;
- f) programs, services, and facilities provided by or on behalf of the Dehcho Community Government including, but not limited to, sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;
- g) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews;
- h) licensing of businesses, business activities, and Persons engaged in business;
- i) local transportation systems including, but not limited to, buses and taxis;
- j) community roads, except primary highways designated under the *Public Highways Act* (NWT);
- k) restrictions on the operation of All Terrain Vehicles, except on primary highways as defined under the *Public Highways Act* (NWT);
- l) public nuisances, including unsightly property;
- m) domestic animals and activities in relation to them;
- n) community flag, crest and coat of arms;
- o) traditional Dehcho Dene cultural and recreational games, including hand games.

4.4.2 Regulation of land under Part 3 of the *Mackenzie Valley Resource Management Act* (Canada) applies to lands within a Dehcho Community except where the Dehcho Community Government exercises Jurisdiction under 4.4.1 in respect of those lands.²⁸

4.4.3 A Dehcho Community Government has Jurisdiction and Authority within its Community Boundary that are the same as the Jurisdiction and Authority of municipalities under Territorial Law in relation to:

- a) the borrowing of money;
- b) fire protection and prevention;

²⁷ DFN suggested adding in "environmental control". DFN want jurisdiction over Plants and Trees to be specifically mentioned.

²⁸ DFN is opposed to this clause. [Key Issues ¶]

- c) emergency preparedness and emergency measures;
 - d) motor vehicles;
 - e) expropriation of interests in lands;
 - f) property taxation;
 - g) property assessment; and
 - i) any other matter that may be provided for in Territorial Law not addressed by 4.4.1.
- 4.4.4 In exercising its Jurisdiction and Authority pursuant to 4.4.3, the Dehcho Community Government will perform those duties that are the same as with the duties of municipalities under Territorial Law.
- 4.4.5 The Jurisdiction of the Dehcho Community Government set out in 4.4.1 and 4.4.3 does not include:
 - a) establishing a land titles system;
 - b) consumer protection;
 - c) regulation of utilities; and
 - d) occupational health and safety.
- 4.4.6 For greater certainty, the authority of a Dehcho Community Government to make laws in respect of a subject matter as set out in the Dehcho Agreement includes the authority to make laws and do other things as may be necessarily incidental to exercising that authority.
- 4.4.7 Dehcho Community Government Laws made pursuant to 4.4.1 and 4.4.3 will ensure that health, safety and environmental standards, and technical codes regarding public works, community infrastructure and local services, that are at least equivalent to federal and NWT health, safety and environmental standards and technical codes.
- 4.4.8 The Government of the Northwest Territories will confer with the Dehcho Community Governments prior to amending or establishing standards and technical codes referred to 4.4.7.
- 4.4.9 A Dehcho Community Government will have standing to make representations to the Public Utilities Board, or any other administrative decision-maker established pursuant to Territorial Law, when the Board or decision-maker considers any matter which:
 - a) is within the jurisdiction of the Board or decision maker affecting the provision of a public utility service within the Dehcho Settlement Area; and
 - b) may impact upon the Dehcho Community Government.

- 4.4.10 Notwithstanding the geographic limits applicable to Dehcho Community Government Laws, by agreement between the Dehcho Community Government and the Government of the Northwest Territories, such Dehcho Community Laws may apply outside the community boundaries in order to facilitate the delivery of services.
- 4.4.11 The Dehcho Community Government has Jurisdiction with respect to the prohibition, taxation,²⁹ or control of the sale, exchange, possession, or consumption of Liquor or any other Legal Intoxicants³⁰ within Community Boundaries.
- 4.4.12 The Jurisdiction under 4.4.11 does not include:
- a) the manufacture of Liquor;
 - b) the importing of Liquor into the NWT;
 - c) the distribution of Liquor within the NWT; and
 - d) the exporting of Liquor.
- 4.4.13 A licence or approval of gaming or gambling in the Community Boundaries will only be issued with the consent of the Dehcho Community Government.
- 4.4.14 The consent of the Dehcho Community Government pursuant to 4.4.13 may include terms and conditions, provided that any such terms and conditions are consistent with Federal Law and NWT Law.
- 4.4.15 Nothing in the Dehcho Agreement will be construed to restrict the ability of the Dehcho Community Government to participate in the regulation, conduct or management of gaming and gambling permitted under any Federal Law or NWT Law.
- 4.5 ENFORCEMENT**
- 4.5.1 A Dehcho Community Government is responsible for the enforcement of its Dehcho Community Laws.
- 4.5.2 A Dehcho Community Government may make laws for the enforcement of its Dehcho Community Laws.
- 4.5.3 A Dehcho Community Law made pursuant to 4.5.2 may provide for:

²⁹ Canada proposes to remove "taxation" and that all taxation matters should be addressed in the Tax Chapter.

³⁰ DFN proposal. Canada and GNWT reviewing,

- a) the appointment of officers to enforce Dehcho Community Law; and
- b) powers of enforcement, provided such powers will not exceed those provided by Territorial Law for officers enforcing similar laws in the Northwest Territories.

4.5.4 A Dehcho Community Law pursuant to 4.5.2 does not include the authority to:

- a) establish a police force or appoint police officers or peace officers; or
- b) authorize the carriage or use of firearms or restricted weapons by enforcement officers.

4.5.5 A Dehcho Community Law pursuant to 4.5.3 will provide for training standards and accountability standards for enforcement officers that are in accordance with generally recognized standards for enforcement officers in other municipal jurisdictions in the Northwest Territories.

4.5.6 A Dehcho Community Government may enter into agreements with the Dehcho Government, Government of the Northwest Territories or Canada regarding:

- a) the enforcement of Dehcho Community Laws; and
- b) the prosecution of violations of Dehcho Community Laws.

4.6 SANCTIONS

4.6.1 Subject to 4.6.2 and 4.6.3, the jurisdiction of a Dehcho Community Government set out in the Dehcho Agreement includes the jurisdiction to provide for the imposition of a term of imprisonment or a fine, or both, as a consequence of a violation of Dehcho Community Law.

4.6.2 A Dehcho Community Law may provide for maximum fines or penalties that are no greater than those which may be imposed for comparable regulatory offences punishable on summary conviction offenses under Territorial Law.

4.6.3 Where there is no comparable regulatory offence under Territorial Law, a Dehcho Community Law may provide for a maximum fine or penalty that is no more than the greater between the general penalty provision for the summary conviction offences under the [Criminal Code of Canada or under] Territorial Law.

4.7 PROSECUTIONS

- 4.7.1 A Dehcho Community Government is responsible for the prosecution of violations of a Dehcho Community Law. A Dehcho Community Government will:
- a) appoint individuals responsible for the prosecution of violations of Dehcho Community Law or enter into agreements with existing prosecution services; and
 - b) ensure that the prosecutorial services are consistent with standards of a public prosecutor for the prosecution of similar types of offences in Canada.

4.8 TERRITORIAL COURT

- 4.8.1 Where no Dehcho Court has been established pursuant to 23.7.1, the Territorial Court will hear and determine civil matters arising under Dehcho Community Law if the matter would have been within the jurisdiction of the Territorial Court under Territorial Law.
- 4.8.2 Where no Dehcho Court has been established pursuant to 23.7.1, a judge of the Territorial Court or a Justice of the Peace will hear and determine violations of Dehcho Community Law if the matter would have been within the jurisdiction of the Territorial Court or a Justice of the Peace, as the case may be, under Territorial Law.

4.9 SUPREME COURT OF THE NORTHWEST TERRITORIES

- 4.9.1 The Supreme Court of the Northwest Territories will hear appeals of decisions of the Territorial Court or Justices of the Peace in relation to Dehcho Community Law.
- 4.9.2 The Supreme Court of the Northwest Territories will hear and determine:
- a) civil matters arising under Dehcho Community Law; and
 - b) challenges to Dehcho Community Law,
- if the matter would have been within the jurisdiction of the Supreme Court of the Northwest Territories under [Federal Law or] Territorial Law.
- 4.9.3 In addition to any other remedy available to it, a Dehcho Community Government may enforce a Dehcho Community Law by applying to the Supreme Court of the Northwest Territories for an injunction in accordance with the Rules of the Supreme Court.

4.10 PROCEDURES

4.10.1 A Dehcho Community Law will adopt:

- a) [the summary conviction procedures of Part XXVII of the Criminal Code; or]
- b) Territorial Law relating to proceedings in respect of offences that are established by Territorial Law.

4.10.2 Any proceeding under 4.8 will follow the procedures of the Territorial Court.

4.10.3 Any proceeding under 4.9 will follow the Rules of the Supreme Court of the Northwest Territories.

4.11 ENFORCEMENT OF SANCTIONS

4.11.1 The Government of the Northwest Territories is responsible for enforcing fines or terms of probation and imprisonment imposed by the Territorial Court or the Supreme Court of the Northwest Territories for violations of Dehcho Community Law in the same manner as those imposed under Federal Laws and Territorial Laws.

4.11.2 The Government of the Northwest Territories shall pay to a Dehcho Community Government the proceeds of fines imposed by the Territorial Court or the Supreme Court of the Northwest Territories for violations of Dehcho Community Law.

4.12 APPEAL, REHEARING AND REVIEW OF DECISIONS

4.12.1 A Dehcho Community Law will:

- a) provide for a right of appeal, or a right to seek a rehearing, to Persons who are directly affected by decisions of a Dehcho Community Government or a public body or office established pursuant to 4.1.3.a); and
- b) establish the appropriate appeal and rehearing procedures and mechanisms.³¹

4.12.2 The Supreme Court of the Northwest Territories will have exclusive jurisdiction to hear applications for judicial review of the decisions of a Dehcho

³¹ LTC to consider a default for appeals for community laws and to check if there is a default for Dehcho Laws. Clause should be linked to 23.6 Dehcho Government Administrative Boards.

Community Government or a public body or office established pursuant to 4.1.3.a).

4.13 INCONSISTENCY OR CONFLICT

4.13.1 In the event of a conflict between a Dehcho Community Government Law made pursuant to 4.4.1 or 4.4.11 and a Federal Law or Territorial Law, the Dehcho Community Government Law prevails to the extent of the conflict.

4.13.2 In the event of a conflict between a Dehcho Community Government Law made pursuant to 4.4.3 and a Federal Law or Territorial Law, the Federal Law or Territorial Law prevails to the extent of the conflict.

4.13.3 In the case of conflict between a Dehcho law and a law enacted by a Dehcho Community Government, the Dehcho law will prevail to the extent of the conflict.³²

4.14 PROGRAMS AND SERVICES

4.14.1 A Dehcho Community Government may enter into agreements with government, other community governments or the Dehcho Government to deliver, administer and manage programs and services for residents of a Dehcho Community.

4.14.2 Programs and services delivered and managed by a Dehcho Community Government will be funded at levels comparable to funding levels for similar programs and services in other communities in the Northwest Territories. Where the Dehcho Community Government and the Government of the Northwest Territories do not reach agreement on funding levels, the Dehcho Community government may refer, for resolution under chapter 27, the question as to whether the method used for determining comparable funding levels is equitable.

4.14.3 Prior to the Dehcho Agreement, the Parties will discuss practical outcomes for the coordination of programs and services between or among different levels of government.

4.15 EXPANSION OF DEHCHO COMMUNITY BOUNDARIES

4.15.1 The boundary of a Dehcho Community may, in accordance with the Dehcho Agreement and the Appendix to this chapter, be expanded.

³² Canada is considering in context of government models and Constitution.

4.16 DISSOLUTION OR RELOCATION

- 4.16.1 The agreement of the Parties is required before a Dehcho Community Government is dissolved or before a Dehcho Community is relocated.
- 4.16.2 An agreement under 4.16.1 will, subject to chapter 7, make provision for all assets and liabilities of the Dehcho Community Government.
- 4.16.3 In the agreement under 4.16.1, the Parties will describe the amendment to the Dehcho Agreement required to reflect the dissolution of any Dehcho Community Government or the relocation of any Dehcho Community.
- 4.16.4 The dissolution of a Dehcho Community Government or the relocation of a Dehcho Community is not effective until the amendment to the Dehcho Agreement referred to in 4.16.3 is ratified in accordance with the Dehcho Agreement.

4.17 ESTABLISHMENT OF NEW DEHCHO COMMUNITY GOVERNMENTS

- 4.17.1 A new Dehcho Community Government will only be established by agreement among the Parties.
- 4.17.2 In the agreement under 4.17.1, the Parties will describe the amendment to the Agreement required to reflect the establishment of a new Dehcho Community Government.
- 4.17.3 The establishment of a new Dehcho Community Government is not effective until the amendment to the Agreement referred to in 4.17.2 is ratified in accordance with the Dehcho Agreement.

APPENDIX TO CHAPTER 4

PROCESS FOR EXPANSION OF THE BOUNDARY OF A COMMUNITY (4.15.1)

1. The Government of the Northwest Territories and the Dehcho Government will negotiate an agreement to expand the boundary of a Dehcho Community at the written request of the Dehcho Community Government.³³
2. The territorial Minister may not expand the boundary of a Dehcho community except at the written request of the Dehcho community government.³⁴
3. The consent of the Dehcho Government is required where the expansion of the boundary would be into an area containing Dehcho Ndehe.
4. Before requesting the territorial Minister to expand the boundary of a Dehcho community into an area containing Dehcho Ndehe, the Dehcho community government will discuss with the Dehcho Government the need for the expansion and will attempt to negotiate an agreement with the Dehcho Government for the conveyance of the Dehcho Ndehe required for the expansion.
5. If the negotiations pursuant to section 1 of this Appendix fail to reach agreement, either the GNWT or the relevant Dehcho Community Government may refer the matter to mediation and / or arbitration under chapter DR.³⁵

³³ DFN proposal. GNWT suggest deleting current #1.

³⁴ GNWT suggest as a new #2: Upon receiving a written request from a Dehcho Community Government proposing to change in that Dehcho Community's Boundary, the Minister will meet with officials from that Dehcho Community within 90 days of receiving the request, or at a time agreed to by the parties, to discuss the proposal.

³⁵ DFN proposal. GNWT suggests deleting current #5 and propose to reverting back to previous proposal: "Where the territorial Minister receives a request from a Dehcho community government but decides not to expand the boundary of the community, the Minister will provide written reasons to the community government for that decision."

CHAPTER 5: TRANSITION

CHAPTER 6: ELIGIBILITY AND ENROLMENT

- 6.1 ELIGIBILITY CRITERIA
- 6.2 ENROLMENT COMMITTEE
- 6.3 PRELIMINARY ENROLMENT PERIOD
- 6.4 RESUMPTION OF ENROLMENT
- 6.5 DEHCHO CITIZENSHIP REGISTER
- 6.6 APPEAL BOARD
- 6.7 ENROLMENT RESPONSIBILITIES AFTER EFFECTIVE DATE
- 6.8 REGISTRAR
- 6.9 COSTS

6.1 ELIGIBILITY CRITERIA³⁶

- 6.1.1 An individual will be eligible to be enrolled as a Dehcho Citizen in the Dehcho Agreement if he or she is a Canadian citizen, or permanent resident of Canada who is:
 - a) a Dehcho Dene;
 - b) ordinarily resident in the Dehcho Settlement Area, who is accepted as a Dehcho Citizen pursuant to the Community Acceptance process set out in the Dehcho Constitution;
 - c) adopted as a child under laws recognized in Canada or by Dehcho Dene custom by an individual eligible for enrolment; or
 - d) a direct descendant of an individual eligible for enrolment.
- 6.1.2 An individual will also be eligible to be enrolled as a Dehcho Citizen in the Dehcho Agreement if he or she is a Dehcho Dene who as a result of adoption as a child became a citizen of a country other than Canada.
- 6.1.3 An individual is not eligible to be enrolled as a Dehcho Citizen while:
 - a) that individual is enrolled in another Land Claims Agreement, Lands and Resources Agreement or Self Government Agreement, unless he or she opts to be removed from that other agreement; or
 - b) that individual's name is entered on a non-DFN Band Membership List, unless he or she opts to be removed from the other Band Membership List or withdraws an application for Band Membership; or
 - c) that individual's name is entered on a Métis Local Membership List other than the Fort Simpson or Fort Providence Métis Local

³⁶ Canada still reviewing the Eligibility Criteria

Membership Lists³⁷, unless he or she provides notice of intention to be removed from the other Membership List or withdraws an application for membership.

- 6.1.4 A Dehcho Citizen may not enrol in another Land Claims Agreement, Lands and Resources Agreement or Self Government Agreement or make application to be on a non-DFN Band Membership List or a Métis Local Membership List unless he or she provides notice to withdraw as a beneficiary under the Dehcho Agreement.
- 6.1.5 Upon applying to be enrolled as a Dehcho Citizen, an individual must notify the Enrolment Committee if he or she is a beneficiary or has applied for enrolment under another Land Claims Agreement, Lands and Resources or Self Government Agreement or if the individual's name is entered on a non-DFN Band Membership List or a Métis Local Membership List.
- 6.1.6 Within 120 days of the Effective Date or the date of notification of acceptance of enrolment, an individual referred to in 6.1.5 who meets the eligibility criteria set out in 6.1.1 and 6.1.2, as applicable, and whose application for enrolment has been accepted, must provide written evidence to the Enrolment Committee demonstrating:
- a) that he or she has ceased to be a beneficiary, or has withdrawn his or her application for enrolment under another Land Claims Agreement, Lands and Resources Agreement or Self Government Agreement; or
 - b) has withdrawn his or her application or has been removed from a non-DFN Band Membership List or a Métis Local Membership List, other than the Fort Simpson or Fort Providence Métis Local Membership Lists.
- 6.1.7 An individual referred to in 6.1.3 and who is accepted to be enrolled as a Dehcho Citizen by the Enrolment Committee will only be added to the Enrolment List and/or the Dehcho Citizenship Register once they are able to provide the required written evidence under 6.1.6.
- 6.1.8 Until the requirements of 6.1.6 have been satisfied, an individual is not entitled to exercise any rights or receive any benefits under the Dehcho Agreement.
- 6.1.9 The burden of demonstrating eligibility will be on the applicant, including notifying the Enrolment Committee promptly when an individual becomes ineligible by virtue of a change in status identified in 6.1.3.

³⁷ Canada requires more information about these Métis Local Lists and how they will be defined in the agreement.

- 6.1.10 Enrolment will not confer or deny any rights of entry into Canada, Canadian citizenship or the right to be registered under the *Indian Act* or any rights or benefits under the *Indian Act* or, except as set out under the Dehcho Agreement, Federal Law or Territorial Law, impose any obligation on Canada or the Government of the Northwest Territories to provide rights or benefits.

6.2 ENROLMENT COMMITTEE

- 6.2.1 The Enrolment Committee will be established no later than 60 days following the signing of this Agreement.
- 6.2.2 The Enrolment Committee will be composed of four individuals appointed by the DFN and two individuals appointed by Canada.
- 6.2.3 The Enrolment Committee will be responsible for creating and maintaining the Enrolment List and Dehcho Citizenship Register and keeping information about those applications confidential prior to Effective Date.
- 6.2.4 Subject to decisions rendered by the Appeal Board, the Enrolment Committee will be the decisive body for determining who is eligible to become a Dehcho Citizen and an Eligible Voter for the purpose of the Dehcho Agreement.
- 6.2.5 The Enrolment Committee will establish its own procedures and time limits in accordance with the principles of natural justice and this Agreement.
- 6.2.6 No action may be commenced against the Enrolment Committee or any member of the Enrolment Committee for anything said or done, or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.

6.3 PRELIMINARY ENROLMENT PERIOD

- 6.3.1 Following its establishment, the Enrolment Committee will commence the Preliminary Enrolment Period for the purpose of creating the Enrolment List.
- 6.3.2 During the eighteen (18) month duration of the Preliminary Enrolment Period, the Enrolment Committee will:
- a) take reasonable steps to prepare information respecting eligibility to be enrolled as a Dehcho Citizen, including application forms;
 - b) publicize the eligibility criteria, and make the information and forms available to eligible individuals;
 - c) set dates for receiving applications to be on the Enrolment List;

- d) receive and review applications for the Enrolment List based on the eligibility criteria set out in 6.1;
- e) amend the Enrolment List to take into account decisions of the Appeal Board;
- f) update the Enrolment List and, when necessary, remove the names of the following individuals from the Enrolment List:
 - i) an individual who is deceased;
 - ii) an individual who is not eligible to be enrolled pursuant to 6.1.3.
 - iii) an individual enrolled by mistake or on the basis of false or misleading documentation; or
 - iv) an individual who applies to be removed from the Enrolment List.; and
- g) report on the enrolment process to the Parties.

6.3.3 Where the individual to be enrolled as a Dehcho Citizen is a Child or is legally incompetent³⁸, the application to be added or removed from the Enrolment List must be made by that individual's parent, guardian or legal representative.

6.3.4 If the Enrolment Committee rejects an application to be on the Enrolment List, the applicant may request a reconsideration of the application by the Enrolment Committee. An applicant may only submit a rejected application for reconsideration by the Enrolment Committee once and if the application is rejected and on the condition that the applicant is presenting new information to support his/her eligibility to become a Dehcho Citizen.

6.3.5 Should the Enrolment Committee reject the reconsideration under 6.3.4, the applicant will have an opportunity to appeal the decision to the Appeal Board following its establishment in accordance with 6.6.1.

6.3.6 The Enrolment Committee will be responsible for providing the applicant a written reason for rejecting an application upon first rejection and upon rejection of reconsideration, as it may apply.

6.3.7 At the end of the Preliminary Enrolment Period, the Enrolment Committee and the Appeal Board will cease all activity and will reconvene in accordance with 6.4.1 and 6.4.2. If an appeal is pending, the committee and the board will remain in function prior to ceasing all activity.

6.4 RESUMPTION OF ENROLMENT

³⁸ Canada currently reviewing alternative language and is considering adding in "by reason of mental incapacity".

- 6.4.1 At least six months prior to the initialling of the Dehcho Agreement, the Enrolment Committee will reconvene and will publish the Enrolment List created under 6.3.
- 6.4.2 The Appeal Board will reconvene following the publication of the Enrolment List under 6.4.1.
- 6.4.3 The Enrolment Committee will resume enrolment after the publication of the Enrolment List under 6.4.1 and will receive and review applications by individuals to be on the Enrolment List based on the eligibility criteria set out in 47.1 and managed pursuant to the same criteria and procedures it established and published under 6.3.
- 6.4.4 An individual whose name already appears on the Enrolment List need not apply except to have his or her name removed from the Enrolment List.
- 6.4.5 The process for reconsideration and appeals will be consistent the process established during the Preliminary Enrolment Period as per 6.3.3, 6.3.4 and 6.3.5.
- 6.4.6 Six (6) months after the publication of the Enrolment List under 6.4.1, the Enrolment Committee will provide the Enrolment List to the Ratification Committee for the purpose of creating the Preliminary Voters List as set out in 6.2.2 (f).
- 6.5 DEHCHO CITIZENSHIP REGISTER**
- 6.5.1 Following Dehcho Ratification of the Dehcho Agreement, the Enrolment Committee will create the Dehcho Citizenship Register in which all names on the Enrolment List provided to the Ratification Committee under 6.4.4 will be enrolled.
- 6.5.2 Until the Registrar is established under section 6.8.1, the Enrolment Committee may continue to receive applications by individuals for the purpose of being added or removed from the Dehcho Citizenship Registrar, based on the eligibility criteria set out in 6.1 and managed pursuant to the criteria and procedures it established under 6.3.
- 6.5.3 Prior to the Effective Date, the Enrolment Committee will publish the Dehcho Citizenship Register and, as soon as practicable, provide copies of the Dehcho Citizenship Register to the Dehcho First Nations, Government of the Northwest Territories and Canada.

6.6 APPEAL BOARD

- 6.6.1 Any final decision of the Enrolment Committee may be appealed to an Appeal Board which will be established by the Parties no later than 60 days following the signing of this Agreement.
- 6.6.2 The Appeal Board will be composed of three individuals, one appointed by the DFN, one appointed by Canada and one jointly appointed by the DFN and Canada.
- 6.6.3 The Appeal Board will:
- a) establish its own procedures applying the principles of natural justice and this Agreement;
 - b) set time limits for appeals³⁹;
 - c) hear and determine any appeal brought forward including:
 - i) determining whether the appellant, or the individual on behalf of whom the appellant appealed, will be enrolled;
 - ii) re-hearing any matters arising from 6.6.5 or 6.6.6; and
 - iii) maintaining a record of those decisions;
 - d) provide written reasons for each decision to each appellant and to the Enrolment Committee; and
 - e) maintain a record of decisions and provide those decisions to the Enrolment Committee as required.
- 6.6.4 An applicant or a Party may apply to the Supreme Court of the NWT to review a decision of the Appeal Board on the grounds that the Appeal Board:
- a) acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
 - b) failed to observe procedural fairness;
 - c) erred in law; or
 - d) based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
- 6.6.5 On an application for judicial review under 6.6.4, the court may dismiss the application, set aside the decision, or refer the matter back to the Appeal Board for determination in accordance with any directions that the court considers appropriate.

³⁹ Canada still reviewing whether the agreement should set out the time limits for appeals

- 6.6.6 If the Appeal Board fails to hear or decide an appeal within a reasonable time, an applicant or Party may apply to the Supreme Court of the Northwest Territories for an order directing the enrolment Appeal Board to hear or decide the appeal, in accordance with any directions that the court considers appropriate.
- 6.6.7 An applicant or Party may apply for judicial review within 60 days of receiving notification of the decision of the enrolment Appeal Board or a longer time as determined by the court.
- 6.6.8 No action may be commenced against the Appeal Board, or any member of the Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter
- 6.7 ENROLMENT RESPONSIBILITIES AFTER EFFECTIVE DATE**
- 6.7.1 The Enrolment Committee and the Appeal Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced prior to Effective Date and will provide those results to the Registrar upon its establishment in accordance with 6.8.1.
- 6.7.2 After Effective Date, the Dehcho Government will be responsible for enrolment procedures, including appeal procedures, and will maintain an enrolment register and ensure that the Registrar provides a copy of the Dehcho Citizenship Register to Canada and the Government of the Northwest Territories annually or at another time agreed by the Parties.
- 6.8 REGISTRAR**
- 6.8.1 Prior to the Effective Date, the Dehcho First Nations will designate an individual or group of individuals as the Registrar. The Registrar will be established as soon as practicable after the Effective Date.
- 6.8.2 Following its establishment, the Registrar will prepare information respecting the Dehcho Citizenship Register and the eligibility criteria required to be enrolled as a Dehcho Citizen and make that information available to individuals eligible to be enrolled as Dehcho Citizens.
- 6.8.3 The Registrar will establish its own procedures and time limits for applications in accordance with the principles of natural justice.
- 6.8.4 The Registrar will:

- a) continue to receive and review applications from individuals to be Dehcho Citizens and will add those accepted applications to the Dehcho Citizenship Register based on the eligibility criteria set out in 6.1.
- b) remove the names of the following individuals from the Dehcho Citizenship Register:
 - i) an individual who is deceased;
 - ii) an individual who is not eligible to be enrolled pursuant to 6.1.3.
 - iii) an individual enrolled by mistake or on the basis of false or misleading documentation; or
 - iv) an individual who applies to be removed from the Dehcho Citizenship Register.

6.8.5 Where the individual to be enrolled as a Dehcho Citizen is a Child or is legally incompetent⁴⁰, the application to be added or removed from the Dehcho Citizenship Register must be made by that individual's parent, guardian or legal representative.

Commented [MF7]: Reference updated, not sure if it is/was correct number

6.8.6 The Registrar will make corrections to the name of an individual on the Dehcho Citizenship Register upon application and where appropriate.

6.8.7 An individual whose application to be added to the Dehcho Citizenship Register is rejected or whose name is removed may, within 60 days of receipt of notice of such decision, appeal in writing to the Registrar. The notice of decision will be in writing, will contain reasons and will inform the individual of the right to appeal.

6.8.8 The Registrar will maintain a record of every individual whose application to be added to the Dehcho Citizenship Register is rejected or whose name is removed from the Dehcho Citizenship Register.

6.8.9 The Registrar will provide each Dehcho Citizen with proof of enrolment on the Dehcho Citizenship Register.

6.8.10 The Registrar will publish the names on the Dehcho Citizenship Register at least once a year.

6.8.11 The Registrar will send to the Dehcho Government, Government of the Northwest Territories and Canada, a copy of each annual publication of the

⁴⁰ Same issue in 4.3.3

names on the Dehcho Citizenship Register as well as notice of any additions to or subtractions from the Dehcho Citizenship Register.

- 6.8.12 The Registrar will provide to every individual reasonable access to examine the names on⁴¹ the Dehcho Citizenship Register and upon request provide a copy or excerpt. A fee for copies that are requested may be imposed⁴².
- 6.8.13 No action may be commenced against the Registrar or any member of the Registrar for anything said or done, or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.

6.9 COSTS

- 6.9.1 Canada will pay the reasonable and necessary costs of enrolment before the Effective Date, and any resulting appeals in accordance with an approved budget.
- 6.9.2 The Dehcho Government will be responsible for ongoing enrolment costs after the Effective Date, including the costs of its enrolment appeal process.

⁴¹ The parties considering adding in “the names on”

⁴² Canada questioning if there are any privacy issues with making the Dehcho Citizenship Register public

CHAPTER 7: DEHCHO COMMUNITY LANDS

75.1	LAND TO BE TRANSFERRED
7.2	NATURE OF TITLE
7.3	EXISTING INTERESTS
7.4	SURVEYS AND ISSUANCE OF TITLE
7.5	CONTAMINATED SITES
7.6	RIGHT TO ACQUIRE GOVERNMENT LAND

7.1 LAND TO BE TRANSFERRED

7.1.1 On the Effective Date:

- a) Dehcho Community Governments are vested with title to unsurveyed Crown lands within the community boundary as identified in Appendices __ of the Dehcho Agreement.
- b) Dehcho Community Governments are vested with title to unsurveyed Commissioner's Land within the community boundary as identified in Appendices __ of the Dehcho Agreement.
- c) Canada will transfer title to the surveyed Crown land within the community boundary as identified in Appendices __ of the Dehcho Agreement, to the respective Dehcho Community Government.
- d) the Government of the Northwest Territories will transfer title to the surveyed Commissioner's Land within the community boundary as identified in Appendices __ of the Dehcho Agreement to the respective Dehcho Community Government.

7.2 NATURE OF TITLE

7.2.1 All lands, including lands transferred under 7.1.1, within a Dehcho Community boundary held in fee simple by the Dehcho Community Government will be Dehcho Community Lands.

7.2.2 Dehcho Community Land will comprise only the surface interest, including Specified Substances and plants and trees, but will not include mines and minerals.⁴³

⁴³Tlcho Agreement provides for restrictions on subsurface development within community lands. Dehcho seeking further instructions.

- 7.2.3 A Dehcho Community Government may sell, mortgage, pledge for security or grant interests less than fee simple on Dehcho Community Land pursuant to a law under 4.4.1(b).
- 7.2.4 Except as provided for in 7.2.3, a Dehcho Community Government may not sell, pledge for security or grant fee simple interests in Dehcho Community Land pursuant to a law under 4.4.1(b).
- 7.2.5 If authorized by the majority of those voting in a referendum conducted by a Dehcho Community Government, that government may, sell, pledge for security or grant fee simple interests in Dehcho Community Land pursuant to a law under 4.4.1(b).

7.3 EXISTING INTERESTS

- 7.3.1 Existing interests on Community Land to be transferred under 7.1.1 on the Effective Date will be identified in Appendices _ of the Dehcho Agreement.
- 7.3.2 Existing interests on Community Land on the Effective Date will continue in accordance with their terms and conditions and applicable Legislation.
- 7.3.3 Prior to the Dehcho Agreement, the Parties will identify any existing interests on Dehcho Community Land that will continue to be administered by Government after the Effective Date.

7.4 SURVEYS AND ISSUANCE OF TITLE

- 7.4.1 Upon Ratification of the Dehcho Agreement by the Parties, Canada will, at its expense, survey the boundaries of all Community Land in accordance with a schedule to be established in the Implementation Plan unless a valid plan of survey exists.
- 7.4.2 Surveys will be conducted in accordance with the *Canada Lands Surveys Act* and the instructions of the Surveyor General of Canada. The completed surveys will be deposited in the Canada Lands Survey Records and registered with the Land Titles Office.
- 7.4.3 For purposes other than those set out in the Dehcho Agreement, the cost for surveys within Community Boundaries after the Effective Date, will be the responsibility of the respective Dehcho Community Government and will be conducted in accordance with the *Canada Lands Surveys Act*.
- 7.4.4 Upon completion of the plan of survey agreed to by the Parties, a copy of the plan of survey will be deposited with the Land Titles Office or such other

officials as may be required along with other necessary documentation so that a certificate of title may be issued.

7.5 CONTAMINATED SITES

- 7.5.1 The Dehcho Agreement will provide that where Canada or the Government of the Northwest Territories undertakes any program respecting the Remediation of Contaminated Sites on Crown lands in the Dehcho Settlement Area, the program will apply to Contaminated Sites on Dehcho Community Lands that are identified on Schedule "X" prior to the Effective Date after discussion with the affected Dehcho Community Government.
- 7.5.2 After the Effective Date, the Parties may agree that a Contaminated Site on Dehcho Community Land not identified in Schedule "X" existed prior to the Effective Date and that Schedule "X" will be deemed amended to include that Contaminated Site
- 7.5.3 If the Parties do not reach an agreement within 90 days or as the Parties may agree, a Party will refer the dispute for arbitration in accordance with the Dispute Resolution chapter. If an arbitrator confirms the Contaminated Site existed prior to the Effective Date, Schedule "X" will be deemed amended to include the Contaminated Site.
- 7.5.4 The standard for Remediation of Contaminated Sites under this section will be the standards set by Canada from time to time under its programs for Remediation of Contaminated Sites in the Northwest Territories.
- 7.5.5 Canada or the Government of the Northwest Territories will be responsible for the costs associated with any Remediation under 7.5.1 on Dehcho Community Lands.
- 7.5.6 A Dehcho Community Government will be solely responsible for the Remediation of Contaminated Sites on Dehcho Community lands which become contaminated following the Effective Date. This provision will not prevent a Dehcho Community Government from recovering any costs associated with the remediation from a Person who is liable for these costs.
- 7.5.7 Canada or the Government of the Northwest Territories and the Dehcho Community Government may agree to add an excluded site to Dehcho Community Lands after the Remediation of contamination or termination of an existing right or interest at no cost to the Dehcho Community Government.

- 7.5.8 Canada or the Government of the Northwest Territories may access Dehcho Ndehe and Waters overlying Dehcho Ndehe to Remediate a Contaminated Site on or surrounded by Dehcho Community Lands.
- 7.5.9 Canada or the Government of the Northwest Territories may use such Specified Substances located on Dehcho Community Lands as required for the Remediation of a Contaminated Site on or surrounded by Dehcho Community Lands or a Contaminated Site on Dehcho Ndehe adjacent to a Community Boundary.
- 7.5.10 No rent, fee, charge or compensation will be payable to a Dehcho Community Government for access to Dehcho Community Lands or use of Specified Substances located on Dehcho Community lands where Canada or the Government of the Northwest Territories undertakes Remediation of a Contaminated Site.
- 7.5.11 There will be no compensation payable for necessary or incidental impact or damage which may be caused to Dehcho Community Lands as a result of a Contaminated Site clean up conducted in accordance with the program.
- 7.5.12 Canada, the Government of the Northwest Territories or the Dehcho Community Government is not prevented or limited from pursuing remedies that may exist at law against the Person liable for any damage caused by the Person's negligence in the execution of the remediation.
- 7.5.13 Nothing in the Dehcho Agreement will prevent or limit Canada or the Government of the Northwest Territories from pursuing any remedies that may exist at Law against the Person liable for the contamination.
- 7.5.14 Canada or the Government of the Northwest Territories will not be liable for any loss or damage to a Dehcho Citizen or to a Dehcho Community Government from a Contaminated Site on Dehcho Community Lands whether or not they are known on the Effective Date.
- 7.6 RIGHT TO ACQUIRE GOVERNMENT LAND**
- 7.6.1 Where Canada or the Government of the Northwest Territories has determined it no longer requires land that it holds in a Dehcho Community, it will make an offer to convey fee simple title to that land or whatever lesser title it holds, excluding mines and minerals that are not specified substances, to the respective Dehcho Community Government. In the event that the offer is declined, Canada or the Government of the Northwest Territories may dispose of the land no longer required to another party.

- 7.6.2 A Dehcho Community Government is not liable for the payment of any consideration in respect of the value of lands conveyed to it under 7.6.1 but is liable for any costs incurred by Canada or the Government of the Northwest Territories to effect the conveyance. If there are any improvements on the lands, Canada or the Government of the Northwest Territories may, before conveyance of title to respective Dehcho Community Government, grant an interest, less than fee simple, in relation to the improvements. The title of the respective Dehcho Community Government will be subject to that interest.
- 7.6.3 Canada or the Government of the Northwest Territories is not obligated to convey title to the land referred to 7.6.1 if the land had been acquired by Government from the Dehcho Community Government upon payment of consideration, unless Canada or the Government of the Northwest Territories is paid by the Dehcho Community Government for the value of that consideration.
- 7.6.4 Any dispute as to the amount to be paid to Canada or the Government of the Northwest Territories under 7.6.3 may be referred by the respective Dehcho Community Government or Canada or the Government of the Northwest Territories for resolution in accordance with the Dispute Resolution Chapter.

CHAPTER 8: EARLY CHILDHOOD EDUCATION

8.1 JURISDICTION 8.2 STANDARDS 8.3 CONFLICT OF LAWS

8.1 JURISDICTION

- 8.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area 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.

8.2 STANDARDS

- 8.2.1 Dehcho Laws made pursuant to 8.2.1 will provide for standards compatible with NWT early childhood education core principles and objectives.

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8.3 CONFLICT OF LAWS

- 8.3.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the conflict.

CHAPTER 9: KINDERGARTEN TO GRADE 12 EDUCATION

9.1 JURISDICTION 9.2 CONSULTATION

9.1 JURISDICTION⁴⁴

- 9.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area with respect to the kindergarten to grade 12 education of Students residing in the Dehcho Settlement Area, including jurisdiction for the certification of teachers.
- 9.1.2 Laws passed by the Dehcho Government under 9.1.1 will establish learning outcomes, curriculum, examination and other standards that permit transfers of Students between school systems in the Northwest Territories at a similar level of achievement and permit entry to provincial and territorial post-secondary education systems.
- 9.1.3 When exercising its jurisdiction pursuant to section 9.1.1 the Dehcho Government will ensure that:
- a) all individuals 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 Dehcho Settlement Area; and
 - b) teacher certification standards set by the Dehcho Government meet or exceed territorial standards for teacher certification.
- 9.1.4 The Dehcho Government may create exemptions to subsection 9.1.3 where:
- a) a Student has reached the age of sixteen years and has been expelled from school;
 - b) the health and safety of, or the delivery of education to, a Student or other Students would be jeopardized by the presence of a Student in a regular instructional setting; or
 - c) program, medical or behavioural reasons warrant an exemption.
- 9.1.5 In the event of a Conflict between a Dehcho Law made pursuant to 9.1.1 and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the Conflict.

⁴⁴ Canada has concern on the program and service delivery aspect

9.2 CONSULTATION

- 9.2.1 The Government of the Northwest Territories will Consult with the Dehcho Government with respect to changes to teacher certification standards

CHAPTER 10: OUT OF SCHOOL CARE

10.1	DEFINITIONS
10.2	JURISDICTION
10.3	CONFLICT OF LAWS

10.1 DEFINITIONS

“Children” means individuals who reside in the Dehcho Settlement Area and, at the beginning of the school year, have attained the age of 5 years and are not older than 12 years.

10.2 JURISDICTION

10.2.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area 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.

10.3 CONFLICT OF LAWS

10.3.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the conflict.

CHAPTER 11: POST SECONDARY EDUCATION

11.1 JURISDICTION

11.1.1 The Dehcho Government has jurisdiction in the Dehcho Settlement Area with respect to post-secondary education to:

- a) establish post-secondary education programs, services and institutions, including the determination of curriculum; and;
- b) regulate post-secondary education programs, services and institutions created by the Dehcho Government.

11.1.2 For greater certainty, Dehcho Laws made pursuant to 11.1.1 apply only to post-secondary education programs, services or institutions established by the Dehcho Government.

11.1.3 In the event of a Conflict between a Dehcho Law made pursuant to 11.1.1 and a Federal Law or Territorial Law, the Dehcho Law will prevail to the extent of the Conflict.

CHAPTER 12: ADULT EDUCATION AND TRAINING

12.1 JURISDICTION
12.2 AGREEMENTS
12.3 CONFLICT OF LAWS

12.1 JURISDICTION

12.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area with respect to:

- a) Adult Education;
- b) Training; and
- c) Education Support Services.

12.1.2 For greater certainty, Dehcho Laws made pursuant to 12.1.1(a) and (b) apply only to Adult Education and Training programs, services or institutions established by the Dehcho Government.

12.2 AGREEMENTS

12.2.1 Where the Dehcho Government establishes Education Support Services, the Dehcho Government and the Government of the Northwest Territories:

- a) will enter into negotiations to develop agreements to share information on individuals receiving Education Support Services; and
- b) may enter into agreements to harmonize and coordinate their Education Support Services.

12.3 CONFLICT OF LAWS

12.3.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the conflict.

CHAPTER 13: CHILD AND FAMILY SERVICES

- 13.1 JURISDICTION
- 13.2 STANDARDS
- 13.3 AGREEMENTS
- 13.4 COURT PROCEEDINGS
- 13.5 CONFLICT

13.1 JURISDICTION

13.1.1 The Dehcho Government has jurisdiction in the Dehcho Settlement Area with respect to Child and Family Services.

13.1.2 The Dehcho Government may not delegate the power to make laws under section 13.2.1.

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13.1.3 The Dehcho Government will consult the Government of the Northwest Territories at least six months prior to making or amending a Dehcho Law pursuant to section 13.2.1.

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13.2 STANDARDS

13.2.1 Dehcho Law made pursuant to 13.2.1 will provide for standards provided that such laws include standards:

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- a) for the protection of Children; and
- b) that apply the principle of acting in the best interests of the Child.

13.2.2 Dehcho Laws made pursuant to section 13.2.1 will provide for standards compatible with the NWT Child and Family Services core principles and objectives.

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13.3 AGREEMENTS

13.3.1 The Government of the Northwest Territories will notify the Dehcho Government as soon as is practicable after it applies for the custody of a Child it reasonably believes to be a Dehcho Citizen.

13.3.2 Where the Dehcho Government has assumed responsibility for the provision of Child and Family Services in the Dehcho Settlement Area, the Dehcho Government will appoint one individual who will have the statutory authority under Dehcho Law for decisions about the protection of Children who are Dehcho Citizens from abuse, neglect or harm, or the threat of abuse, neglect

or harm, and will notify the Government of the Northwest Territories of the individual's appointment.

13.3.3 Where the Dehcho Government has assumed responsibility for the provision of Child and Family Services in the Dehcho Settlement Area, the Dehcho Government and the Government of the Northwest Territories will negotiate with a view to reaching agreements, as set out in section 13.4.2, relating to delivery and administration of Child and Family Services.

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.3.4?

13.3.4 Agreements reached pursuant to section 13.4.1:

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.3.3?

- a) will provide for the development of protocols for the protection of Children from abuse and harm and the threat of abuse and harm; including provision for notification, by the Government of the Northwest Territories and the Dehcho Government, where either the Government of the Northwest Territories or the Dehcho Government receives information that a Child may be at risk, or where the Government of the Northwest Territories becomes aware of a custody order providing custody of a Child to the Director; and
- b) may address:
 - i) co-operating on an inter-jurisdictional basis for the transfer of Children and the use of facilities both inside and outside of the Dehcho Settlement Area;
 - ii) information sharing between various governments or agencies that deliver and administer Child and Family Services;
 - iii) reporting and monitoring between various governments or agencies that deliver and administer Child and Family Services; and
 - iv) other matters.

13.4 COURT PROCEEDINGS

13.4.1 The Dehcho Government has standing in any judicial proceedings where the protection of a Child who is a Dehcho Citizen is in dispute, or where the Government of the Northwest Territories is seeking continuing protection of a Child who is a Dehcho Citizen, and the court will consider any evidence and submissions of the Dehcho Government in respect of Dehcho traditions and customs and what the Dehcho Government believes would be in the best interests of the Child, in addition to any other matters which it is required by law to consider.

13.4.2 The standing of the Dehcho Government in proceedings referred to in section 13.6.1 is subject to the applicable rules of court and does not affect the court's ability to control its process.

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.4.1?

13.5 CONFLICT

13.5.1 In the event of a Conflict between a Dehcho Law made pursuant to section 13.3.1 and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the Conflict.

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.1.1?

CHAPTER 14: SOCIAL HOUSING

14.1	JURISDICTION
14.2	STANDARDS
14.3	AGREEMENTS
14.4	CONFLICT

14.1 JURISDICTION

14.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area with respect to Social Housing.

14.1.2 The Jurisdiction of the Dehcho Government set out in 14.2.1 does not include landlord and tenant relations;

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14.2 STANDARDS

14.2.1 The Dehcho Laws made pursuant to 14.2.1 will include standards in relation to:

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- a) equitable access to Social Housing; and
- b) households in need.

14.2.2 Dehcho Laws made pursuant to section 14.1.1 will provide for standards compatible with NWT Social Housing core principles and objectives.

14.2.3 Social housing provided by a Dehcho Government Social Housing program must meet or exceed applicable standards established under federal and territorial building and construction codes.

14.3 AGREEMENTS

14.3.1 Nothing in the Dehcho Agreement will affect, or authorize the Dehcho Government to impose conditions on, the ability of Canada or the Government of the Northwest Territories to establish, implement, maintain or support Social Housing programs in the Dehcho Settlement Area, or to enter into agreements or maintain or amend existing agreements for those purposes.

14.3.2 Nothing in the Dehcho Agreement precludes the Dehcho Government from entering into agreement with the Government of the Northwest Territories or Canada in relation to Social Housing.

14.3.3 Where the Dehcho Government has enacted Dehcho Laws pursuant to 14.2.1, the Dehcho Government and the Government of the Northwest Territories may enter into agreements regarding the exchange of information to enable Social Housing clients to retain Social Housing benefits and any associated liabilities when transferring between a Dehcho Government program and a Government of the Northwest Territories Social Housing program.

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14.3.4 Canada, in any agreements with the Government of the Northwest Territories, will not restrict the ability of the Government of the Northwest Territories to enter into agreements with the Dehcho Government for the purposes of Social Housing.

14.4 CONFLICT

14.4.1 In the event of a Conflict between a Dehcho Law made pursuant to section 14.3.1 and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the Conflict.

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CHAPTER 15: INCOME ASSISTANCE

- 15.1 JURISDICTION
- 15.2 STANDARDS
- 15.3 AGREEMENTS
- 15.4 CONFLICT

15.1 JURISDICTION

15.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area with respect to Income Assistance.

15.1.2 The Jurisdiction of the Dehcho Government set out in 15.2.1 does not include setting residency conditions in relation to being eligible for Income Assistance.

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15.2 STANDARDS

15.2.1 Dehcho Laws made pursuant to section 15.2.1 will provide for standards compatible with NWT Income Assistance core principles and objectives.

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15.3 AGREEMENTS

15.3.1 Where the Dehcho Government is providing Income Assistance to Clients in the Dehcho Settlement Area pursuant to Dehcho Law, the Dehcho Government and the Government of the Northwest Territories will enter into negotiations towards reaching agreements for the exchange of information regarding those Clients.

15.4 CONFLICT

15.4.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the conflict.

CHAPTER 16: ADOPTION

16.1	JURISDICTION
16.2	STANDARDS
16.3	INFORMATION SHARING
16.4	COURT PROCEEDINGS
16.5	CONFLICT

16.1 JURISDICTION

16.1.1 The Dehcho Government has Jurisdiction with respect to the adoption of Children of:

- a) Dehcho Citizens in the Northwest Territories; and
- b) Dehcho Residents.

16.1.2 A Dehcho Law made pursuant to 16.1.1 will require that the individual or individuals having lawful custody of the Child consent to the application of the Dehcho Laws if:

- a) the Child has a parent who is an Aboriginal person indigenous to the Northwest Territories, but that parent is not a Dehcho Citizen; or
- b) the Child resides outside the Dehcho Settlement Area.

16.1.3 Dehcho Law made pursuant to 16.1.1:

- a) will provide that the best interests of the Child are paramount in determining whether an adoption will take place;
- b) will require that the individual or individuals having lawful custody of the Child consent to the adoption of the Child;
- c) will give the individual or individuals who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parents; and
- d) may, if the birth parent or parents do not have lawful custody of the Child to be adopted, give the birth parent or parents the opportunity, if practicable, to express a preference for the adoptive parents.

16.2 STANDARDS

16.2.1 Dehcho Laws made pursuant to 16.1.1 will provide for standards compatible with NWT Adoption core principles and objectives.

16.3 INFORMATION SHARING

- 16.3.1 The Dehcho Government will provide copies of records of all adoptions occurring under Dehcho Law to the Government of the Northwest Territories and Canada.
- 16.3.2 When the Dehcho Government exercises Jurisdiction pursuant to 16.1.1, the Dehcho Government and the Government of the Northwest Territories will enter into negotiations towards reaching information-sharing agreements that will include:
- a) how and to whom the Dehcho Government will provide copies of records of all adoptions occurring under Dehcho Law to the Government of the Northwest Territories;
 - b) the criteria the Government of the Northwest Territories will use when deciding whether notice is to be given to the Dehcho Government because a Child in the custody of the Director may be a Dehcho Citizen; and
 - c) how and to whom the Director will:
 - i) notify the Dehcho Government that the Director has lawful custody of a Child who is a Dehcho Citizen;
 - ii) provide the Dehcho Government any plan for that Child's care that could result in an application to adopt that Child; and
 - iii) provide the Dehcho Government copies of the Director's records with respect to that Child.
- 16.4 COURT PROCEEDINGS**
- 16.4.1 An individual adopting a Child under Dehcho Law may make application to the Supreme Court of the Northwest Territories to certify the adoption and upon proper application the court may certify the adoption.
- 16.5 CONFLICT**
- 16.5.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the conflict.

CHAPTER 17: MARRIAGE

17.1 JURISDICTION

17.1 JURISDICTION

- 17.1.1 The Dehcho Government may make laws in relation to the solemnization of marriages within the Dehcho Settlement Area, including prescribing conditions under which individuals appointed by the Dehcho Government may solemnize marriages.
- 17.1.2 The authority to make laws pursuant to 17.1.1 does not include any authority greater than that of the Commissioner in Council pursuant to Legislation.
- 17.1.3 The Dehcho Government will provide the GNWT with copies of marriage certificates for all marriages occurring under Dehcho Law.
- 17.1.4 Where the Dehcho Government is exercising jurisdiction under 17.1.1, the Dehcho Government and the GNWT will enter into discussions towards reaching agreements on information sharing related to marriages.
- 17.1.5 In the event of a Conflict between a Dehcho Law made pursuant to 17.1.1 and a Territorial Law, the Dehcho Law will prevail to the extent of the conflict.

CHAPTER 18: WILLS AND ESTATES

18.1 WILLS AND ESTATES

- 18.1.1 The Dehcho Government may make laws in relation to
- a) the wills and intestacy of individuals ordinarily resident in the Settlement Area;
 - b) the probating of wills and the administration of estates of individuals ordinarily resident in the Settlement Area at the time of death.
- 18.1.2 Laws made pursuant to section 18.1.1 will provide for the distribution of estates in a manner that makes provision for the support of individuals who were dependent on the deceased owner of the estate.
- 18.1.3 In the event of a Conflict between a Dehcho Law made pursuant to section 18.1.1 and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the Conflict.
- 18.1.4 The authority of the Dehcho Government to make laws pursuant to section 18.1.1 does not include the authority to make laws in relation to:
- a) survivorship and the presumption of death;
 - b) the rules governing trusts and the variation of trusts; or
 - c) legal actions with respect to fatal accidents.

CHAPTER 19: GUARDIANSHIP AND TRUSTEESHIP

19.1 GUARDIANSHIP AND TRUSTEESHIP

19.1.1 The Dehcho Government may make laws for individuals who are ordinarily resident in the Settlement Area of the age of majority, in relation to guardianship and trusteeship, including:

- a) the appointment of a Guardian to make or assist in making decisions in matters relating to the personal care and well-being of an individual who:
 - i) is not able to understand information that is relevant to making a decision concerning his or her own health care, nutrition, shelter, clothing, hygiene, or safety; and
 - ii) would substantially benefit from having a Guardian;
- b) the powers and responsibilities of a Guardian referred to in subsection (a);
- c) the appointment of a Trustee to make or assist in making decisions in matters relating to the real or personal property of an individual who:
 - i) is not able to understand information that is relevant to making a decision concerning his or her own real or personal property; and
 - ii) would substantially benefit from having a Trustee; and
- d) the powers and responsibilities of a Trustee referred to in subsection (c).

19.1.2 The authority of the Dehcho Government to make laws pursuant to section 19.1.1 does not include the authority to make laws in relation to the detainment, involuntary hospitalization or involuntary medical treatment of an individual who:

- a) has threatened, or is attempting to cause bodily harm to himself or herself;
- b) has behaved or is behaving violently towards another individual;
- c) has caused or is causing another individual to fear bodily harm from him or her; or
- d) has shown or is showing a lack of competence to care for himself or herself in such a way as to put himself, herself or another individual in danger.

- 19.1.3 Dehcho Laws made pursuant to section 19.1.1 do not apply to an individual named in a certificate of medical incompetence issued under the Mental Health Act and will not apply unless and until that certificate has been duly cancelled and notice of the cancellation has been forwarded to the Public Trustee.
- 19.1.4 Dehcho Laws made pursuant to section 19.1.1 will provide for standards compatible with NWT core principles and objectives for Guardianship and Trusteeship.
- 19.1.5 In the event of a Conflict between a Dehcho Law made pursuant to section 19.1.1 and a Federal Law or Territorial Law, the Dehcho Law prevails to the extent of the Conflict.

CHAPTER 20: LANGUAGE AND CULTURE

20.1	GENERAL
20.2	LANGUAGE AND CULTURE
20.3	LANGUAGES BOARD
20.4	LANGUAGE AND CULTURE ADVOCATE
20.5	FUNDING
20.6	CONFLICT OF LAWS

20.1 GENERAL

- 20.1.1 The objective of this chapter is to promote awareness, appreciation and understanding of all aspects of the languages of the Dehcho Dene and the culture of the Dehcho First Nations and to ensure that the Dehcho First Nations have primary jurisdiction for preservation, development, teaching, and use of the languages of the Dehcho Dene, culture and tradition.⁴⁵
- 20.1.2 The parties recognize the importance of the languages of the Dehcho Dene to the culture and heritage of the Dehcho Dene and are committed to the preservation, promotion and development of the languages of the Dehcho Dene and culture.⁴⁶

20.2 LANGUAGE AND CULTURE

- 20.2.1 The Dehcho Government has Jurisdiction in the Settlement Area with respect to:
- a) the preservation, development and promotion of the languages of the Dehcho Dene;
 - b) the preservation, development and promotion of the culture, including traditional knowledge, spiritual practices, customs and traditions of the Dehcho Dene;
 - c) education related to the languages, culture, traditional knowledge, laws, and spiritual practices, customs, traditions and history of the Dehcho Dene;

⁴⁵ GNWT proposes that this chapter be consistent in style and format to all other self-government chapters in this agreement, therefore propose that this clause be deleted. Canada proposes that this clause be dropped.

⁴⁶ GNWT proposes that this chapter be consistent in style and format to all other self-government chapters in this agreement, therefore propose that this clause be deleted. Canada proposes that this clause be dropped.

- d) certification of individuals who teach the languages, culture, traditional knowledge, laws, and spiritual practices, customs, traditions and history of the Dehcho Dene;
- e) regulation of individuals certified pursuant to 20.2.1(d);
- f) the establishment and regulation of facilities, including camps, for the teaching of Dehcho Dene languages and culture; and
- g) standards and the use of the languages of the Dehcho Dene in the operations of the Dehcho Government, including official languages of the Dehcho Government.

20.2.2 The Dehcho Government may provide programs and services in relation to the languages and culture of the Dehcho Dene to Dehcho Citizens residing outside of the Dehcho Settlement Area.

20.2.3 The Dehcho Government may enter into agreements with Dehcho Community Governments, Canada, or the Government of Northwest Territories for the delivery of programs and services related to language and culture in the Dehcho Settlement Area.⁴⁷

20.2.4 For greater certainty, nothing in the Dehcho Agreement will limit any entitlement, right, title or interest of the Dehcho Government or a Dehcho Citizen available under Federal Law in respect of intellectual property.

20.2.5 The jurisdiction in 20.1.1 does not include Jurisdiction in respect of the official languages of Canada and the NWT.

20.2.6 For greater certainty, nothing in this chapter creates or implies any financial or service delivery responsibilities on the part of Canada or the Government of the Northwest Territories.

20.3 LANGUAGES BOARD

20.3.1 The Dehcho Government may establish a Dehcho Languages Board to provide advice to Governments⁴⁸ on the preservation, promotion, development, teaching, and use of the languages of the Dehcho Dene.

20.3.2 The Dehcho Languages Board will consult and provide advice to Canada and the Government of Northwest Territories on how to facilitate the preservation, promotion, development, teaching and use of the languages of

⁴⁷ GNWT proposes that this chapter be consistent in style and format to all other self-government chapters in this agreement, therefore propose that this clause be deleted. DFN would like to keep this clause in the chapter.

⁴⁸ Canada and GNWT suggest “the Dehcho Government” or remove all together.

the Dehcho Dene and the culture of the Dehcho Dene within their respective programs and services.⁴⁹

- 20.3.3 The Dehcho Government may [appoint/nominate] representatives to any board established in the Northwest Territories with responsibilities or authorities relating to the languages of the Dehcho Dene.⁵⁰

20.4 LANGUAGE AND CULTURE ADVOCATE⁵¹

- 20.4.1 As soon as practicable after the Effective Date, a Language and Culture Advocate may be appointed by the Dehcho Government to advise the parties⁵² on how to use their respective authorities⁵³ in ways that respect and promote the languages of the Dehcho Dene and the culture and way of life of the Dehcho Dene.

- 20.4.2 The Language and Culture Advocate may be appointed for a specified term but is only removable before the expiration of that term for cause.

- 20.4.3 The Language and Culture Advocate will be Chair of the Dehcho Languages Board.

20.5 FUNDING^{54 55}

- 20.5.1 Canada and the Government of the Northwest Territories will contribute funds to the Dehcho Government to assist in the protection, revitalization, teaching, and use of the languages of the Dehcho Dene and Dehcho culture and traditions.

- 20.5.2 The Dehcho Government, Canada, and the Government of the Northwest Territories will jointly fund the Dehcho Languages Board, if it is established.

- 20.5.3 The Dehcho Government, Canada, and the Government of the Northwest Territories will jointly fund the Culture and Language Advocate.

⁴⁹ GNWT proposes to delete this clause

⁵⁰ GNWT suggests 'nominate' instead of 'appoint'.

⁵¹ GNWT proposes to delete this section

⁵² Canada suggests "the Dehcho Government"

⁵³ Canada suggests changing "their respective authorities" to "its authorities" to be consistent with suggested changes in previous footnote.

⁵⁴ Canada – the recognition and commitment of Dehcho Dene Zhatie neither implies nor creates any additional funding obligations for Canada. Canada notes there will likely be issues with the funding obligations.

⁵⁵ Canada and GNWT propose to delete this section

20.5.4 Contributions by each Government will be set out in an Appendix to the Culture and Language chapter of the Dehcho Agreement.

20.6 CONFLICT OF LAWS

20.6.1 In the case of conflict between a Federal or Territorial Law and a Dehcho Law, the Dehcho Law will prevail to the extent of the conflict.

CHAPTER 21: TRADITIONAL HEALING AND HEALTH AGREEMENTS

21.1 JURISDICTION
21.2 AGREEMENTS
21.3 CONSULTATION
21.4 CONFLICT

21.1 JURISDICTION

21.1.1 The Dehcho Government has Jurisdiction in the Dehcho Settlement Area with respect to:

- a) traditional healing programs and services of the Dehcho Dene;
- b) the training of individuals providing the traditional healing programs and services referred to in (a);
- c) the regulation and certification of individuals providing traditional Aboriginal healing programs and services; And
- d) the establishment or regulation of facilities providing traditional healing programs and services.

21.1.2 The Jurisdiction in 21.1.1 does not include regulation of:

- a) medical or health practices requiring licencing or certification under any Federal Law or Territorial Law, or medical or health practitioners who require licencing or certification under any Federal Law or Territorial Law;
- b) any actions where federally regulated drugs and associated equipment and devices are involved, such as the prescribing, dispensing and administering of controlled substances and scheduled drugs; Or
- c) the establishment and regulation of facilities requiring licencing or certification under any Federal Law or Territorial Law for the purpose of (a) or (b).

21.2 AGREEMENTS

21.2.1 At the request of the Dehcho Government, the Dehcho Government and the GNWT will enter into negotiations toward reaching agreement on the role of the Dehcho Government in relation to the management, administration and delivery of NWT health programs and services in the Dehcho Settlement Area.

21.2.2 Negotiations pursuant to 21.2.1 will reflect the principle of maintaining the overall integrity of the NWT health care system.

21.2.3 At the request of the Dehcho Government, the Dehcho Government and Canada will enter into negotiations toward reaching agreement on the role of the Dehcho Government over the management, administration and delivery of eligible federal health programs and services in the Dehcho Settlement Area.

21.3 CONSULTATION

21.3.1 The GNWT will Consult the Dehcho Government when proposing the creation or restructuring of a health authority in the Dehcho Settlement Area.

21.3.2 The intergovernmental relationship among the Parties includes an ongoing sharing of information relevant to the delivery of health programs in the Dehcho Settlement Area.

21.3.3 Nothing in 21.3.2 is intended to limit or restrict Consultation among the Parties on health programs in the Dehcho Settlement Area.

Commented [23]:
21.3.1?

21.3.4 In addition to the ongoing intergovernmental relationship among the Parties, the Parties will meet at least once every two (2) years to:

- a) discuss the delivery of health programs in the Dehcho Settlement Area;
- b) discuss health care priorities; and
- c) review any agreements reached pursuant to 21.2.1 and 21.2.3.

21.4 CONFLICT

21.4.1 In the event of a conflict between a Dehcho Law made pursuant to this chapter and a Federal Law or Territorial Law, Dehcho Law prevails to the extent of the conflict.

CHAPTER 22: HERITAGE RESOURCES

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22.1	GENERAL
22.2	MANAGEMENT OF HERITAGE RESOURCES
22.3	ACCESS TO AND CARE OF DEHCHO HERITAGE RESOURCES
22.4	BURIAL SITES
22.5	PLACE NAMES
22.6	SACRED OR SPIRITUAL SITES
22.7	DISPUTE RESOLUTION

DEFINITIONS

Archaeological Activity – means physical activity carried out in the Dehcho Settlement Area in connection with the discovery, recovery or field study of the remains of pre-contact and post-contact periods and includes any activity that disturbs or may result in the disturbance of a Burial Site, Heritage Resource, Sacred or Spiritual Site.

Burial Site – means a site that contains or might contain the remains of a Dehcho Dene, or an ancestor of a Dehcho Dene, or for which there is evidence that the site did or might have contained such remains, and includes human remains and associated grave goods.

Heritage Resources – means any site, artifact, object, or record of archaeological, historical or cultural significance to the Dehcho Dene, including burial sites, and trails used for accessing heritage sites, artifacts or objects.

Place Names – means a Dehcho Dene Place Name in a Dehcho Dene language.

Sacred or Spiritual Site - means a site where Dehcho Dene carry out traditional and cultural activities, or a site associated with legends of a spiritual nature and unique to the beliefs and customs of the Dehcho Dene, and that is declared to be a Sacred or Spiritual Site according to Dehcho Dene traditions, and is listed in Appendix A to this chapter.

22.1	GENERAL
22.1.1	Dehcho Heritage Resources are the cultural patrimony of the Dehcho First Nations.
22.1.2	22.1.1 will not be interpreted as creating ownership rights for the Dehcho First Nations.

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- 22.1.3 Nothing in this chapter will limit any entitlement, right, title or interest of the Dehcho Government, the Dehcho First Nations or a Dehcho Citizen available under Law in respect of intellectual property.
- 22.1.4 The Dehcho Government may enter into agreements with Dehcho Community Governments, Canada, or the Government of Northwest Territories for the delivery of programs and services related to heritage and Heritage Resources.
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- 22.1.5 In developing legislation or policy that may affect Dehcho Heritage Resources, the government contemplating the legislation or policy will Consult with the Dehcho Government, and where appropriate, accommodate the concerns raised in the Consultation.
- 22.1.6 Where the Dehcho Government identifies an issue of concern arising out of the administration of legislation or a government policy in respect of Dehcho Heritage Resources, the government that enacted the legislation or created the policy will discuss that concern with the Dehcho Government and provide it with written reasons for any decision on how to deal with that concern.
- 22.1.7 The location of burial sites in the Dehcho Settlement Area other than burial sites in cemeteries will, as they become known, be recorded by the Government of Northwest Territories. The Government of Northwest Territories will indicate in that record those sites known to be Dehcho burial sites.
- 22.1.8 Any dispute as to whether a Heritage Resource is a Dehcho Heritage Resource may be referred for resolution in accordance with chapter 27 by Canada, the Government of Northwest Territories, the Dehcho Government or a person with a right or interest in the resource or site where it is located.
- 22.2 MANAGEMENT OF HERITAGE RESOURCES**
- 22.2.1 The Dehcho Government will be the custodian of Heritage Resources on Dehcho Ndehe.

- 22.2.2 The Dehcho Government will notify the Government of Northwest Territories when a heritage resource, other than a Dehcho Heritage Resource, is found on Dehcho Ndehe.
- 22.2.3 Canada and the Government of Northwest Territories will notify the Dehcho Government when a Dehcho Heritage Resource is found outside Dehcho Ndehe but in the Northwest Territories.
- 22.2.4 The Dehcho Government will have an opportunity to be represented on any board, agency or committee established by Canada or the Government of Northwest Territories with responsibilities restricted to the Northwest Territories that include the administration or protection of Dehcho Heritage Resources in the Mackenzie Valley.
- 22.2.5 Within two years after the effective date, to address the potential effect of land use activities on Heritage Resources in the Dehcho Settlement Area, representatives of the Parties will, in consultation with each other, develop guidelines for
- a) conditions that should be attached to a land use permit issued by any government or a board established by any government in respect of the presence of Heritage Resources on the lands to which the permit applies; and
 - b) the procedure that should be followed where Heritage Resources are discovered on the lands to which the land use permit applies.
- 22.2.6 Prior to the issuance of a land use permit by Canada, the Government of Northwest Territories, or a board established by Canada or the Government of Northwest Territories in the Dehcho Settlement Area, the government or any such board will,
- a) Consult the Dehcho First Nations;
 - b) forward a copy of the land use permit application to the Dehcho Government and the government agency responsible for Heritage Resources; and
 - c) seek advice concerning the presence of Heritage Resources on the lands to which the land use permit will apply from the Dehcho Government.
- 22.2.7 Prior to issuing an authorization for Archaeological Activity, a government will,

- a) in respect of Heritage Resources on Dehcho Ndehe, ensure that the applicant has obtained the written consent of the Dehcho Government; and
- b) in respect of Dehcho Heritage Resources elsewhere in the Dehcho Settlement Area, Consult with the Dehcho Government.

22.2.8 All authorizations for Archaeological Activity in respect of Dehcho Heritage Resources in the Dehcho Settlement Area will

- a) specify plans and methods for site protection and restoration, where applicable;
- b) require Consultation with the Dehcho Government;
- c) provide for treatment and disposition of materials extracted; and
- d) require submission of a technical report and a non-technical report on the work completed.

22.3 ACCESS TO AND CARE OF DEHCHO HERITAGE RESOURCES

22.3.1 It is an objective of the Parties that Dehcho Heritage Resources which have been removed from Northwest Territories be available for the benefit, study and enjoyment of Dehcho Citizens and all other residents of Northwest Territories. The attainment of this objective may include the return of such resources to the Northwest Territories, on a temporary or continuing basis, provided that

- a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such Dehcho Heritage Resources for future generations; and
- b) such relocation is compatible with the maintenance of the integrity of public archives and National and territorial heritage resource collections.

22.3.2 Canada, the Government of Northwest Territories, and the Dehcho Government will work together to attain the objective in 22.3.1.

22.3.3 22.3.1 and 22.3.2 do not apply to human remains and associated grave goods found in Dehcho burial sites.

- 22.3.4 At the request of the Dehcho Government, Canada, and the Government of Northwest Territories will
- a) deliver any human remains and associated grave goods that were found in Dehcho burial sites in the Northwest Territories and subsequently removed from the Northwest Territories and are still held by Canada or the Government of Northwest Territories to the Dehcho Government in accordance with applicable legislation and government policies; and
 - b) use reasonable efforts to facilitate the Dehcho Government's access to Dehcho artifacts and human remains of Dehcho ancestry that are held in other public and private collections.
- 22.3.5 Dehcho Citizens will be given opportunities for employment at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects related to a Dehcho Heritage Resources in the Dehcho Settlement Area, in a manner to be set out in an agreement between Canada or the Government of Northwest Territories in relation to the site or area where the facility or project is located or, where there is no such agreement, in the management or work plans for the site or facility. The Dehcho Government will be Consulted in the development of such plans.
- 22.3.6 Where Canada or the Government of Northwest Territories prepares public information material with respect to protected areas, or projects and programs concerning Dehcho Heritage Resources in the Dehcho Settlement Area, the Dehcho Government will be Consulted to ensure that appropriate recognition is given to the culture and history of the Dehcho First Nations.
- 22.3.7 Where requested by the Dehcho Government, Canada or the Government of Northwest Territories will, where practicable, prepare materials in 22.3.6 in a Dehcho Dene language.
- 22.4 BURIAL SITES**
- 22.4.1 Immediately upon discovering a burial site in the Dehcho Settlement Area outside a cemetery, a person will notify the Dehcho Government and the Government of Northwest Territories.
- 22.4.2 Subject to 22.4.4, a Dehcho burial site on Dehcho Ndehe or in a Dehcho community will not be surveyed or disturbed without the written consent of the Dehcho Government.

- 22.4.3 Any Person surveying or disturbing a Dehcho burial site will take appropriate measures to respect the dignity of the site and of any human remains and associated grave goods therein.
- 22.4.4 A Dehcho burial site on Dehcho Ndehe or in a Dehcho community may be disturbed by police, where authorized by legislation, without the consent of the Dehcho Government, if such disturbance is required in relation to a police investigation.
- 22.4.5 The Dehcho Government will be notified of any disturbance under 22.4.4 as soon as practicable and Consulted regarding any ongoing terms and conditions relating to such disturbance.
- 22.4.6 At the request of one of the Parties, the Parties will jointly develop procedures for the protection of Dehcho burial sites in the Dehcho Settlement Area. If they fail to agree on those procedures one of the Parties may refer the matter for resolution in accordance with chapter 27.

22.5 PLACE NAMES

- 22.5.1 The Dehcho Government may establish its own procedures and policies for place naming within Dehcho Ndehe.
- 22.5.2 The Dehcho Government may, in consultation with Canada and the Government of Northwest Territories, name or rename lakes, rivers, mountains and other geographic features and locations wholly within Dehcho Ndehe and Dehcho communities.
- 22.5.3 Once the Dehcho Government notifies Canada and the Government of Northwest Territories that it has given a new place name for a lake, river, mountain or other geographic feature or location wholly within Dehcho Ndehe or Dehcho communities, that new name will be recognized as the official name by Canada, the Government of Northwest Territories, and the Dehcho Government.
- 22.5.4 Where the Dehcho Government requests government to establish a new official name or change an existing official name of a lake, river, mountain or other geographic feature or location wholly or partly in the Dehcho Settlement Area that is located wholly or partly outside Dehcho Ndehe, Canada, the Government of Northwest Territories will, taking into account the integral role that place names play in the living history of the Dehcho First Nations, attempt to reach an agreement on the official name.

- 22.5.5 Government will Consult the Dehcho Government when considering any proposal to name or rename a lake, river, mountain or other geographic feature or location wholly or partly in the Dehcho Settlement Area.
- 22.5.6 Dehcho place names recognized as official under 22.5.3 or 22.5.4 will be included, to the extent practicable and in accordance with map production specifications of the Government of Canada, on NTS mapsheets when they are revised and on other maps when they are produced or revised by government.
- 22.6 SACRED OR SPIRITUAL SITES**
- 22.6.1 The areas described in Appendix A to this chapter are Sacred or Spiritual Sites and Heritage Resources of historical and cultural significance to the Dehcho First Nations.
- 22.6.3 Canada and the Government of Northwest Territories will not grant any interests in Sacred or Spiritual Sites listed in Appendix A.
- 22.7 DISPUTE RESOLUTION**
- 22.7.1 Any dispute among the Parties regarding the interpretation or implementation of this chapter may be referred to dispute resolution in accordance with chapter 27.

CHAPTER 23: ADMINISTRATION OF JUSTICE

23.1	ENFORCEMENT
23.2	SANCTIONS
23.3	ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES
23.4	PROSECUTIONS
23.5	ALTERNATIVE DISPUTE RESOLUTION
23.6	ADMINISTRATIVE BOARDS
23.7	DEHCHO COURT
23.8	TERRITORIAL COURT
23.9	SUPREME COURT OF THE NORTHWEST TERRITORIES
23.10	PROCEDURES
23.11	DEHCHO CORRECTION SERVICES
23.12	ENFORCING SANCTIONS
23.13	APPEAL, REHEARING AND REVIEW OF DECISIONS

23.1. ENFORCEMENT

23.1.1 The Dehcho Government may make laws for the enforcement of Dehcho laws and is responsible for the enforcement of Dehcho Laws.

23.1.2 Dehcho Law may provide for:

- a) the appointment of officers to enforce Dehcho Law; and
- b) powers of enforcement, provided such powers will not exceed, those provided by Territorial Law or Federal Law for officers enforcing similar laws in the NWT.

23.1.3 Any Dehcho Law pursuant to 23.1.2 will provide for training standards and accountability standards for enforcement officers that are in accordance with generally recognized standards for enforcement officers in other Canadian jurisdictions.

23.1.4 A Dehcho Law pursuant to 23.1.1 does not include the authority to:

- a) establish a police force or appoint police officers or peace officers; or
- b) authorize the carriage or use of firearms or restricted weapons by enforcement officers.

23.2 SANCTIONS

- 23.2.1 Subject to 23.2.2, 23.2.3 and 23.2.4, the Jurisdictions of the Dehcho Government set out in the Dehcho Agreement include the jurisdiction to provide for the imposition of a term of imprisonment or a fine, or both, as a consequence of a violation of Dehcho Law.
- 23.2.2 Dehcho Law may provide for maximum fines or penalties that are no greater than those which may be imposed for comparable regulatory offences punishable on summary conviction offenses under Federal Law or Territorial Law.
- 23.2.3 Where there is no comparable regulatory offence under Federal Law or Territorial Law, the Dehcho Law may provide for a maximum fine or penalty that is no more than the greater between the general penalty provision for the summary conviction offences under the Criminal Code of Canada or under Territorial Law.
- 23.2.4 Notwithstanding 23.2.2 and 23.3.2, a Dehcho Law or in respect of taxation may provide for a fine or penalty that is greater than the limits referred to in 23.2.2 and 23.2.3 where there is an agreement to that effect made in accordance with 24.3 in the Taxation Chapter.
- 23.2.5 Dehcho Law may provide other sanctions that are consistent with the culture and values of the Dehcho Dene, provided that such sanctions will not be imposed on an offender without his or her consent.
- 23.2.6 Where a victim's participation is required for a culturally relevant sanction pursuant to 23.2.5 to be carried out, the victim's consent will be required.
- 23.3 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES**
- 23.3.1 The Dehcho Government may establish, with respect to the enforcement of Dehcho Law:
- a) alternative measures similar to those provided for in the Criminal Code; and
 - b) extra-judicial measures similar to those provided for in the Youth Criminal Justice Act (Canada),
- to deal with Persons accused of offences created under Dehcho Law.
- 23.3.2 The Parties may enter into discussions for the participation of the Dehcho Government in the delivery of precharge and postcharge alternative measures or extrajudicial measures established pursuant to Federal Law or Territorial Law.

23.4 PROSECUTIONS

- 23.4.1 The Dehcho Government is responsible for the prosecution of violations of a Dehcho Law. The Dehcho Government will:
- a) appoint individuals responsible for the prosecution of violations of Dehcho Law or enter into agreements with existing prosecution services; and
 - b) ensure that the prosecutorial services are consistent with standards of a public prosecutor for the prosecution of similar types of offences in Canada.

23.5 ALTERNATIVE DISPUTE RESOLUTION

- 23.5.1 The Dehcho Government may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.
- 23.5.2 Nothing provided in 23.5.1 restricts the right of any Person to resolve a dispute through the courts.
- 23.5.3 Nothing in the Dehcho Agreement precludes a dispute resolution service provided by or for the Dehcho Government from being an extra-judicial procedure as contemplated by Part 19 of the Rules of the Supreme Court of the Northwest Territories as of November 2002.

23.6 ADMINISTRATIVE BOARDS

- 23.6.1 The Dehcho Government may make laws in relation to the establishment of administrative boards, tribunals, commissions or other administrative bodies for carrying out the functions under Dehcho Laws or Dehcho Community Laws, including the determination of matters or rights under Dehcho Laws and Dehcho Community Laws.
- 23.6.2 The Dehcho Laws enacted under 23.6.1 establishing any administrative body will also provide for the independence of the administrative body including in relation to appointment, functions, compensation, accountability and financial management of the administrative body.

23.7 DEHCHO COURT⁵⁸

23.7.1 Subject to 23.7.5, the Dehcho Government has the Jurisdiction in the Settlement Area to establish, maintain, organize and operate a Dehcho Court to:

- a) adjudicate prosecutions of violations of Dehcho Laws or Dehcho Community Laws;
- b) adjudicate civil disputes arising under Dehcho Laws or Dehcho Community Laws provided the matter would be within the jurisdiction of the Territorial Court if a similar dispute arose under Territorial Law; and
- c) review administrative decisions of Dehcho Government, Dehcho Government institutions, or Dehcho Community Governments.

23.7.2 Nothing in Chapter 23 provides the Dehcho Court established pursuant to 23.7.1 with inherent jurisdiction.

23.7.3 Dehcho Laws pursuant to 23.7.1 will:

- a) require that the Dehcho Court and its adjudicators adhere to the principles of judicial independence, impartiality and fairness;
- b) set out the qualifications, that have been approved by the Government of the Northwest Territories, for adjudicators;
- c) set out the procedures for the appointment, supervision, discipline and removal of adjudicators in the Dehcho Court; and
- d) set out the remuneration of Dehcho adjudicators.

23.7.4 For greater certainty, nothing in 23.7.3 provides the Government of the Northwest Territories a role in the appointment of Dehcho adjudicators.

23.7.5 The Dehcho will obtain the Government of the Northwest Territories' approval of the structure and procedures of the Dehcho Court prior to enacting a Dehcho Law pursuant to 23.7.1.

23.7.6 Notwithstanding 23.7.1.a) where a Dehcho Law provides a term of imprisonment as a sanction for the violation of that Dehcho Law, an individual accused of violating that Dehcho Law can choose to be tried in the NWT court system rather than the Dehcho Court for the alleged offence.

⁵⁸ Canada has concerns about the affordability of the court and capacity and critical mass to effectively operate such a court. GNWT to propose punt language.

23.7.7 The Supreme Court of the Northwest Territories or the Territorial Court, as appropriate, will have exclusive jurisdiction to hear appeals of decisions from the Dehcho Court.

23.8 TERRITORIAL COURT

23.8.1 Where no Dehcho Court has been established pursuant to 23.7.1, the Territorial Court will hear and determine civil matters arising under Dehcho Law if the matter would have been within the jurisdiction of the Territorial Court under Federal Law or Territorial Law.

23.8.2 Where no Dehcho Court has been established pursuant to 23.7.1, a judge of the Territorial Court or a Justice of the Peace will hear and determine violations of Dehcho Law if the matter would have been within the jurisdiction of the Territorial Court or a Justice of the Peace, as the case may be, under Federal Law or Territorial Law.

23.9 SUPREME COURT OF THE NORTHWEST TERRITORIES

23.9.1 The Supreme Court of the Northwest Territories will hear appeals of decisions of the Territorial Court or Justices of the Peace in relation to Dehcho Law.

23.9.2 Where no Dehcho Court has been established pursuant to 23.7.1, the Supreme Court of the Northwest Territories will hear and determine:

- a) civil matters arising under Dehcho Law; and
- b) challenges to Dehcho Law,

if the matter would have been within the jurisdiction of the Supreme Court of the Northwest Territories under Federal Law or Territorial Law.

23.9.3 In addition to any other remedy available to it, the Dehcho Government may enforce a Dehcho Law by applying to the Supreme Court of the Northwest Territories for an injunction in accordance with the Rules of the Supreme Court.

23.10 PROCEDURES

23.10.1 Dehcho Law will adopt:

- a) the summary conviction procedures of Part XXVII of the Criminal Code; or

- b) Territorial Law relating to proceedings in respect of offences that are established by Territorial Law, with such modifications as may be required.

23.10.2 Any proceeding under 23.8 will follow the procedures of the Territorial Court.

23.10.3 Any proceeding under 23.9 will follow the Rules of the Supreme Court of the Northwest Territories.

23.11 DEHCHO CORRECTION SERVICES

23.11.1 The Dehcho Government has Jurisdiction in the Settlement Area for the establishment, maintenance, organization, administration and regulation of Correction Services for individuals convicted of offences under Dehcho Law.

23.11.2 The provision of Correction Services pursuant to a Dehcho Law pursuant to 23.10.1 will comply with generally accepted Canadian Correction Service standards.

23.11.3 For greater certainty, where an individual has been convicted of the violation of a Dehcho Law in Territorial Court or Supreme Court of the Northwest Territories, and the Dehcho Government has enacted Dehcho Laws pursuant to 23.12.1 that provides Correction Services to administer sanctions involving a term of imprisonment, Dehcho Correction Services will be used to administer the sanction.

23.12 ENFORCING SANCTIONS

23.12.1 The Dehcho Government is responsible for enforcing sanctions pursuant to 23.2.5.

23.12.2 Where no Dehcho Court has been established pursuant to 23.7.1, the Government of the Northwest Territories is responsible for collecting fines imposed for a violation of Dehcho Law.

23.12.3 Unless the Parties otherwise agree, the Government of the Northwest Territories will pay to the Dehcho Government [or a Dehcho Community Government] any fines collected, in respect of a penalty imposed on a Person by the Territorial Court or the Supreme Court of the Northwest Territories, as the case may be, for an offence under a violation of a Dehcho Law [or a Dehcho Community Law] on a similar basis as the Government of the Northwest Territories makes payments to Canada for fines that may be collected by the Government of the Northwest Territories for an offence under a Federal Law.

- 23.12.4 If a Dehcho Court is established pursuant to 23.7.1, the Dehcho Court is responsible for collecting fines imposed for a violation of Dehcho Law.
- 23.12.5 Where no Dehcho Correction Services has been established pursuant to 23.10.1, the Government of the Northwest Territories will enforce probation and imprisonment sanctions for a violation of Dehcho Law, in accordance with Territorial Law or Federal Law.
- 23.12.6 If Dehcho Correction Services have been established pursuant to 23.10.1, the Dehcho Correction Services will enforce probation and imprisonment sanctions for violations of Dehcho Law.
- 23.13 APPEAL, REHEARING AND REVIEW OF DECISIONS**
- 23.13.1 Dehcho Law:
- a) will provide for a right of appeal, or a right to seek a rehearing, to Persons who are directly affected by decisions of the Dehcho Government and Institutions of the Dehcho Government made pursuant to Dehcho Law; and
 - b) may establish the appropriate appeal and rehearing procedures and mechanisms.
- 23.13.2 The Supreme Court of the Northwest Territories will have exclusive jurisdiction to hear applications for judicial review of the decisions of the Dehcho Government, a Dehcho Community Government or Institutions of the Dehcho Government, except in relation to tax matters where the Parties otherwise agree in a tax agreement concluded pursuant to 24.3 of the Taxation chapter.

CHAPTER 24: TAXATION

24.1	DEFINITIONS
24.2	DIRECT TAXATION POWERS
24.3	TAXATION POWER AGREEMENTS
24.4	DEHCHO NDEHE AND DEHCHO COMMUNITY LANDS
24.5	TRANSFER OF DEHCHO CAPITAL
24.6	INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION
24.7	TAX TREATMENT AGREEMENT
24.8	AGREEMENTS UNDER THIS CHAPTER

24.1 DEFINITIONS

In this Chapter:

“Capital Transfer” means an amount paid by Canada to the Dehcho Government under the Financial Payments chapter;

“Dehcho Capital” means all land, cash and other assets and liabilities transferred to or recognized as owned by the Dehcho Government or a Dehcho Community Government under the Dehcho Agreement;

“Direct” has the same meaning, for purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*; and

“Person” includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated association, a government or an agency or subdivision of a government, and their respective heirs, executors, administrators and other legal representatives.

24.2 DIRECT TAXATION POWERS

24.2.1 The Dehcho Government may make laws in relation to:

- a) Direct taxation of Dehcho Citizens⁵⁹, within Dehcho Ndehe and Dehcho Communities⁶⁰, in order to raise revenue for Dehcho Government purposes; and

⁵⁹ Dehcho would like the Dehcho Government’s direct tax power to apply to all residents, not only to Dehcho citizens. Canada’s approach is to provide a Dehcho Government direct tax power in respect of Dehcho Citizens within Dehcho Ndehe and Dehcho Communities in the final agreement and provide that the parties may negotiate agreements in respect of Dehcho Government direct tax powers over persons other than Dehcho Citizens within Dehcho Ndehe and Dehcho Communities outside the final agreement.

- b) the implementation of any taxation agreement entered into between it and Canada or the Government of the Northwest Territories, or both.
- c) The Dehcho Government law-making authority under 24.2.1 will not limit the taxation powers of Canada or the Government of the Northwest Territories.

24.2.2 Any Dehcho Law made under this chapter or any exercise of power by the Dehcho Government is subject to and will conform with Canada's International Legal Obligations in respect of taxation.

24.3 TAXATION POWER AGREEMENTS

24.3.1 From time to time, at the request of the Dehcho Government, Canada and Government of the Northwest Territories, together or separately, may negotiate and attempt to reach agreement⁶¹ with the Dehcho Government respecting:

- a) the extent to which the Direct taxation law-making authority of the Dehcho Government under 24.2.1 (a) may be extended to apply to Persons other than Dehcho Citizens, within Dehcho Ndehe or Dehcho Communities; and
- b) the manner in which the Dehcho Government law-making authority under 24.2.1 (a), as extended by the application of 24.3.1 (a), will be coordinated with existing federal or territorial tax systems, including:
 - i) the amount of tax room that Canada or Northwest Territories may be prepared to vacate in favour of taxes imposed by the Dehcho Government⁶², and
 - ii) the terms and conditions under which Canada or Northwest Territories may administer, on behalf of the Dehcho Government, taxes imposed by the Dehcho Government. ⁶³

⁶⁰ The parties would like to discuss this further once the Parties have more information on the nature of Dehcho Communities and Dehcho Ndehe.

⁶¹ Dehcho would like the final agreement to set out a process for the coordination of tax powers. The parties to discuss alternative mechanisms to achieve Dehcho's interest..

⁶² Dehcho proposal: if Canada or GNWT provides notification to terminate an agreement reached under 16.3.1, that there is a mechanism to revisit the financing available to Dehcho Government under the Fiscal Relations Chapter and any related funding agreement reached thereunder

⁶³ Dehcho proposes further discussion with GNWT on tax sharing. Dehcho would like to see what would go into a tax sharing agreement with the GNWT.

24.3.2 Canada and the Dehcho First Nations shall enter into negotiations in respect of an agreement referred to in 24.3.1 prior to completion of the Dehcho Agreement.⁶⁴

24.3.3 Notwithstanding Chapter 23, an agreement under 24.3.1 may provide for an alternative approach to the appeal, adjudication or enforcement of matters related to a Dehcho Law in respect of taxation.

24.4 DEHCHO COMMUNITY LANDS

24.4.1 The Dehcho Government is not subject to taxation of interests in land within a Dehcho Community, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.⁶⁵

24.4.2 A Dehcho Community Government is not subject to taxation of its Dehcho Community Lands or interests in its Dehcho Community Lands on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

24.4.3 For greater certainty, the exemption from taxation in 24.4.1 and 24.4.2 does not apply to a taxpayer other than the Dehcho Government or a Dehcho Community Government.

24.4.4 For greater certainty, the exemption from taxation in 24.4.1 and 24.4.2 does not apply to a disposition of Dehcho Community Lands, or interests in those lands, by the Dehcho Government or a Dehcho Community Government.

24.4.5 For federal and territorial tax purposes, proceeds of disposition received by the Dehcho Government or a Dehcho Community Government on expropriation of Dehcho Ndehe or Dehcho Community Lands in accordance with Chapter 39 will not be taxable.

Commented [24]:
currently no chapter on "Expropriation"

24.5 TRANSFER OF DEHCHO CAPITAL

24.5.1 A transfer under this Agreement of Dehcho Capital or recognition of ownership of Dehcho Capital under this Agreement is not taxable.

⁶⁴ Dehcho Proposal, under review by Canada.

⁶⁵ Changes proposed by the GNWT. Can DG or DCG acquire fee simple lands (not Dehcho Community Lands) within a Dehcho Community post effective date and then those new acquisitions are afforded the protection of 16.4.1 and 16.4.2 as applicable?

16.5.2 For federal and territorial income tax purposes, Dehcho Capital is deemed to have been acquired by the Dehcho Government or a Dehcho Community Government, as the case may be, at a cost equal to its fair market value on the latest of:

- a) the Effective Date; and
- b) the date of transfer of ownership or the date of recognition of ownership, as the case may be.

24.6 INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION

24.6.1 The Dehcho Agreement will provide that section 87 of the Indian Act will not apply to the Dehcho Nation, Dehcho Dene or any Dehcho Ndehe as of the Effective Date.

24.6.2 The Dehcho Agreement may provide for transitional tax measures to address the fact that section 87 of the Indian Act will no longer apply as of the Effective Date.

24.7 TAX TREATMENT AGREEMENT

24.7.1 Prior to the Dehcho Agreement, the Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date. The tax treatment agreement will address the following subject matters:

- a) the income tax treatment of the Dehcho Government and its entities;
- b) the income tax treatment of the Dehcho Community Governments and their entities;
- c) the consumption tax treatment of the Dehcho Government and its entities;
- d) the consumption tax treatment of the Dehcho Community Governments and their entities;
- e) the tax treatment of the transfer of Dehcho Capital between the Dehcho Government and its entities;
- f) the tax treatment of a Dehcho settlement trust, if necessary;
- g) donations, including artifacts, made to the Dehcho Government or a Dehcho Community Government;
- h) the term of the agreement and the process for renegotiation of a future tax treatment agreement; and
- i) any other matters agreed to by the Parties.⁶⁶

⁶⁶ Dehcho would like a provision stating that if the TTA is terminated, the parties will make best efforts to negotiate a new one.

24.8 AGREEMENT UNDER THIS CHAPTER

- 24.8.1 Any taxation power agreement or tax treatment agreement negotiated in accordance with this chapter would not be part of the Dehcho Agreement, nor be a treaty or land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.

CHAPTER 25: FISCAL RELATIONS

CHAPTER 26: REVIEW AND AMENDMENT

CHAPTER 27: DISPUTE RESOLUTION

- 27.1 GENERAL
- 27.2 ROSTER OF MEDIATORS AND ARBITRATORS
- 27.3 INFORMAL DISCUSSION
- 27.4 MEDIATION
- 27.5 BINDING ARBITRATION OR COURT PROCEEDINGS

⁶⁷

27.1 GENERAL

27.1.1 This Chapter will apply only to the following types of disputes:

- a) any matter in the Dehcho Agreement where the wording stipulates that a Party or a Person may or will refer the dispute for resolution in accordance with the Dispute Resolution Chapter or a specific process under the Dispute Resolution Chapter;
- b) any matter in an ancillary agreement between Canada or the Government of the Northwest Territories and the Dehcho Government where the wording stipulates that a Party or a Person may or will refer the dispute for resolution in accordance with the Dispute Resolution Chapter or a specific process under the Dispute Resolution Chapter; or
- c) a dispute between or among the Parties concerning the interpretation or application of the Dehcho Agreement.

27.1.2 Unless the Parties agree otherwise, any dispute concerning the following will not be referred to arbitration pursuant to this Chapter:⁶⁸

- a) the decision regarding whether or not Canada or the Government of the Northwest Territories will expropriate Interests in Dehcho Ndehe pursuant to Chapter 39;
- b) matters falling under Chapter 24 (Taxation);
- c) questions of jurisdiction or constitutional interpretation;
- d) questions regarding the removal of provisions of the Indian Act.

Commented [25]:
currently no chapter on expropriation (chapter 39)

27.1.3 Unless otherwise stipulated in this agreement or in an ancillary agreement referred to under 27.1.1b, disputes under 27.1.1 referred to this Chapter for resolution will progress through the following sequential steps:

- a) informal discussions;
- b) mediation, if agreed to by the Disputants; and

⁶⁷ Chapter under review by LTC, including the concept of “neutral evaluator”.

⁶⁸ Inclusion of this clause is subject to a review of the chapter.

- c) one of the following:
 - i) binding arbitration, if agreed to by the Disputants; or
 - ii) court proceedings, if initiated by a Disputant.

- 27.1.4 Disputants may agree to vary a procedural requirement contained in this Chapter, as it applies to a particular dispute.
- 27.1.5 Disputants may at any time resolve their dispute by an agreement in writing. Notification and a copy of any such agreement will be provided to all Parties.
- 27.1.6 Notwithstanding 27.1.2, nothing in this Chapter will be construed to prevent the Disputants from agreeing to refer their dispute for a determination under a court process or to an alternate dispute resolution mechanism such as arbitration pursuant to the Arbitration Act, R.S.N.W.T.
- 27.1.7 Nothing in this Chapter prevents a Disputant from commencing proceedings with an arbitrator or court at any time:
 - a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this Chapter.
- 27.1.8 If a dispute has been referred to mediation or arbitration under this Chapter, no other mediation or arbitration process provided by Legislation applies.
- 27.1.9 If a Dehcho Citizen has a right of action in relation to the Dehcho Agreement, the Dehcho Government may, with the consent of the Dehcho Citizen, bring that action on behalf of the Dehcho Citizen.
- 27.1.10 All communications undertaken by a Disputant during an informal discussion or mediation process under this Chapter will be “without prejudice” to any position the Disputant may take in any other legal process, including arbitration pursuant to this Chapter. Unless the Disputants agree otherwise, they will treat all such communications as confidential.
- 27.2 **ROSTER OF MEDIATORS AND ARBITRATORS**
- 27.2.1 The Parties will develop and maintain a roster of candidates to act as mediators and arbitrators who have:
 - a) a familiarity with the circumstances of the Parties; and
 - b) the skills, abilities and expertise to act as mediators or arbitrators.

27.3 INFORMAL DISCUSSION

- 27.3.1 Upon notice of a dispute from a Disputant, the Disputants will have an informal discussion within 20 business days in an attempt to resolve the dispute prior to proceeding to mediation or arbitration.

27.4 MEDIATION

- 27.4.1 If a dispute has not been resolved through informal discussions within 20 business days, or another period agreed to by the Disputants, the Disputants may agree to proceed to mediation.
- 27.4.2 The Disputants will agree on a mediator from the roster under 27.2.1 within 10 business days. In the absence of agreement, a Disputant may apply to the Supreme Court of the Northwest Territories to appoint a mediator.
- 27.4.3 The Disputants will within 10 business days, or an agreed upon time arrange for the commencement of the mediation.
- 27.4.4 Face – to – face mediations will be held in the Northwest Territories unless the Disputants agree otherwise. Alternatively, the Disputants may agree to conduct a mediation by teleconference, videoconference or another method.
- 27.4.5 Each Disputant will bear its own costs to participate in the mediation. All other costs of mediating a dispute, including the remuneration and expenses of the mediator, and costs associated with the process, will be shared equally among the Disputants, unless otherwise provided for in the Dehcho Agreement or the Implementation Plan.
- 27.4.6 Upon termination of the mediation proceedings, the mediator will submit a mediation report to the Disputants. Unless the Disputants agree otherwise, the mediation report will be confidential.

27.5 BINDING ARBITRATION OR COURT PROCEEDINGS

- 27.5.1 If the Disputants referred the dispute to mediation and there is no resolution within 45 business days, from the date the mediator is appointed, or any other period agreed to by the Disputants or if the Disputants have agreed to go directly to binding arbitration:
- a) in the case of a dispute set out in 27.1.1 (a) and 27.1.1 (b), a Disputant may deliver notice to the other Disputant to proceed to binding arbitration; and

- b) in the case of a dispute set out in 27.1.1 c):
 - i) the Disputants may agree to proceed to binding arbitration, court or another alternative dispute resolution process; or
 - ii) a Disputant may commence court proceedings.
- 27.5.2 Where a dispute proceeds to binding arbitration, the Disputants will agree on an arbitrator from the roster under 27.2.1 within 10 business days. In the absence of agreement, a Disputant may apply to the Supreme Court of the Northwest Territories to appoint an arbitrator.
- 27.5.3 Unless the Disputants agree otherwise, an individual who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.
- 27.5.4 Any Party has standing in any dispute that is referred to arbitration pursuant to this Chapter.
- 27.5.5 On application and on such terms as the arbitrator may order, an arbitrator may allow any Person that is not a Disputant to participate as an intervener in an arbitration if, in the opinion of the arbitrator, the interest of that Person may be directly affected by the arbitration.
- 27.5.6 Subject to the rules established by the Parties, the provisions of the Dehcho Agreement, and the provisions of an agreement referred to in 27.1.1 (b), the arbitrator may, in relation to any matter before the arbitrator:
 - a) determine all questions of procedure, including the method of giving evidence;
 - b) make an award, including interim relief;
 - c) provide for the payment of interest and costs;
 - d) subpoena witnesses;
 - e) administer oaths or affirmations to witnesses; and
 - f) refer questions of law to the Supreme Court of the Northwest Territories.
- 27.5.7 No arbitrator may rule on the validity of the Dehcho Agreement or alter, amend, delete or substitute any provision of the Dehcho Agreement in any manner.
- 27.5.8 A decision of an arbitrator will be conclusive and binding on the Disputants and will not be challenged by appeal or review in any court except on the

ground that the arbitrator has erred in law or exceeded his or her jurisdiction.⁶⁹

27.5.9 Each Disputant, Party, or intervener participating in the arbitration will bear their own costs. All other costs of arbitrating a dispute, including the remuneration and expenses of the arbitrator, and costs associated with the process, will be shared equally among the Disputants, unless the arbitrator decides otherwise.

27.5.10 Disputant may, after the expiration of 10 business days from:

- a) the date of the release of an arbitration decision or order; or
- b) the date provided in the decision for compliance

whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the arbitration decision or order and the decision or order will be entered as if it were a decision or order of the court. On being entered, the arbitration decision or order will be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

27.5.11 Prior to the finalizing the Dehcho Agreement, the Parties will:

- a) set out the criteria and method for the selection of the roster list of mediators and arbitrators; and
- b) establish procedures for mediation and arbitration, including confidentiality, which will provide for expeditious processes.

⁶⁹ LTC to look at clarifying the concept that if a dispute goes to binding arbitration, it cannot then go to court.

CHAPTER 28: APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

28.1 APPROVAL OF THE AGREEMENT IN PRINCIPLE

- 28.1.1** The chief negotiators will initial the Agreement in Principle when they are prepared to submit it for approval.
- 28.1.2** The initialling of the Agreement in Principle will be done at a location agreed to by the Parties.
- 28.1.3** After the Agreement in Principle has been initialled by the chief negotiators, it will be submitted to the Parties for consideration of approval.
- 28.1.4** The Dehcho First Nations will have approved this Agreement in Principle when it is signed by the representatives of the Dehcho First Nations and approved by a Dehcho Assembly.
- 28.1.5** The Government of the Northwest Territories will have approved this Agreement in Principle when it is signed by the Minister authorized as by the Executive Council.
- 28.1.6** Canada will have approved this Agreement in Principle when it is signed by the Minister of Indian Affairs and Northern Development as authorized by federal cabinet.
- 28.1.7** The Agreement in Principle is not legally binding.

CHAPTER 29: RATIFICATION OF THE DEHCHO AGREEMENT

- 29.1 RATIFICATION OF THE DEHCHO AGREEMENT**
 - 29.2 RATIFICATION COMMITTEE**
 - 29.3 APPEALS**
 - 29.4 RATIFICATION VOTE**
 - 29.5 RATIFICATION BY DFN**
 - 29.6 RATIFICATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES**
 - 29.7 RATIFICATION BY CANADA**
 - 29.8 COSTS**
-
- 29.1 RATIFICATION OF THE DEHCHO AGREEMENT**
 - 29.1.1** The chief negotiators will initial the Dehcho Agreement when they are prepared to submit it for approval.
 - 29.1.2** After the Dehcho Agreement has been initialled by the chief negotiators, it will be submitted to the Parties for the consideration of ratification as set out in this chapter.
 - 29.1.3** The Dehcho Agreement will be legally binding once ratified by all Parties in accordance with the ratification provisions set out in this chapter.
 - 29.1.4** Ratification of the Dehcho Agreement by one party does not obligate any of the other parties to ratify the Dehcho Agreement.
 - 29.2 RATIFICATION COMMITTEE**
 - 29.2.1** The Parties will establish a Ratification Committee as soon as practicable but no later than 60 days after the initialling of the Dehcho Agreement, consisting of one representative appointed by each Party, to be responsible for the DFN ratification process, as set out in this chapter.
 - 29.2.2** Following its establishment, the Ratification Committee will:
 - a) establish and publish its procedures;
 - b) set its own time limits, including the date or dates of the ratification vote referred to in **29.4**.
 - c) ensure that the Eligible Voters have a reasonable opportunity to have access and to review the Dehcho Agreement and the procedures pursuant to **29.2.2 d)**;

Commented [26]:
.2.2 a) ?

- d) ensure that the DFN has provided Eligible Voters a reasonable opportunity to review the DFN Constitution;
- e) organize community meetings to provide Eligible Voters an opportunity to review the substance of the Dehcho Agreement; and
- f) prepare and publish a Preliminary Voters List in each Dehcho Dene Community and elsewhere as required based on the Enrolment List provided by the Enrolment Committee under 6.4.4 within 90 days of receiving the list.

Commented [27]:
6.4.1?

29.2.3 Following decisions rendered by the Appeal Board with respect to the Preliminary Votes List in accordance with 29.3.3 and 29.3.4, the Ratification Committee will:

- a) publish the Official Voters List in accordance with 29.3.4;
- b) update the Official Voters List by
 - i) removing from the Official Voters List the name of each individual who died on or before the last day of voting without having voted;
 - ii) removing from the Official Voters List the name of each individual who did not vote and who provides, within 4 days of the last day of voting, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for voting; and
 - iii) removing from the Official Voters List the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last day of voting, to have his or her name removed from the enrolment by the Enrolment Committee, provided the individual has not already voted;
- c) approve the form and content of the ballots;
- d) authorize and provide general direction to voting officers to be employed in the conduct of the votes;
- e) establish rules for the conduct of the vote, including the main-in ballots, handling of ballots and ballot boxes, the establishment of polling stations and all voting, including any advance polls;
- f) oversee the conduct of the votes on the dates it has established;
- g) ensure that information on the ratification process, including the dates set for voting and location of the polling stations, be made publicly available;
- h) oversee tabulation of the results of the votes;
- i) provide the Parties with the result of the votes;

Commented [28]:
.3.5?

- j) publish the result of the vote to ratify the Dehcho Agreement within seven (7) days of the last day of voting; and
- k) prepare and provide to the Parties a written report on the outcome of the vote to ratify the Dehcho Agreement within 90 days of the last day of voting.

29.2.4 The Ratification Committee will be dissolved upon submitting to the Parties the written report as referred to in **29.2.3 (k)**.

29.3 APPEALS

29.3.1 Appeals with respect to the Preliminary Voters List will be made to the Appeal Board established under 6.6.1.

29.3.2 After the publication of the Preliminary Voters List, a written appeal may be submitted to the Appeal Board within a period established by the Ratification Committee in consultation with the Appeal Board by an individual:

- a) whose name is not on the Preliminary Voters List;
- b) who would like to have their name removed from the Preliminary Voters List; or
- c) whose name is on the Preliminary Voters List and would like to prevent the name of another individual being included on the Preliminary Voters List on the basis of ineligibility.

29.3.3 Where an individual makes an appeal under **29.3.2 c)**, the Ratification Committee will make best efforts to contact the affected Eligible Voter, present any contradicting evidence and permit the Eligible Voter to provide further proof that they meet the criteria of an Eligible Voter established under **29.4.2**.

29.3.4 Decisions of the Appeal Board in respect of an appeal will be by a majority of voting members and will be final. The Appeal Board will notify the appellant, any individual whose eligibility to vote has been challenged and the Ratification Committee, of its decision.

29.3.5 Within 30 days of the Appeal Board rendering its decisions on applications, the Ratification Committee will forward an amended Preliminary Voters List to all Parties. Upon receipt of this list by the parties, the Ratification Committee will publish this list as the Official Voters List.

29.4 RATIFICATION VOTE

- 29.4.1** The Dehcho First Nations ratification vote will be held no earlier than 30 days after the publication of the Official Voters List on such date(s) as may be agreed to by the Ratification Committee.
- 29.4.2** An Eligible Voter will be an individual who eligible based on the eligibility criteria set out in 6.1 and is at least 18 years of age on the day that individual is voting
- 29.4.3** An individual, who is not yet a Dehcho Citizen and whose name is therefore not included on the Official Voters List, is eligible to vote if that individual:
- a) provides the voting officer with a completed enrolment application form or evidence satisfactory to the voting officer that the individual has submitted an enrolment application form to the Enrolment Committee;
 - b) provides evidence satisfactory to the voting officer that the individual meets the requirement set out in 29.4.2.; and
 - c) declares in writing that they meet the eligibility criteria set out in the Eligibility and Enrolment chapter.
- 29.4.4** The ballot of an individual described in 29.4.3 counts in determining the outcome of the ratification vote only if the Enrolment Committee determines that the individual is a Dehcho Member.
- 29.5** **RATIFICATION BY THE DFN**
- 29.5.1** Ratification of the Dehcho Agreement by the DFN will require:
- a) that Eligible Voters have a reasonable opportunity to review the Dehcho Agreement;
 - b) a resolution by a Dehcho Assembly;
 - c) a vote by Eligible Voters, by way of a secret ballot;
 - d) that at least fifty percent plus one of individuals on the Official Voters List vote in favour of the Dehcho Agreement;
 - e) ratification of the DFN Constitution through the process set out in the Dehcho Agreement; and
 - f) the Dehcho Agreement being signed by the authorized representative of the DFN.
- 29.6** **RATIFICATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES**
- 29.6.1** Ratification of the Dehcho Agreement by the Government of the Northwest Territories will require:

- a) ratification of the Dehcho Agreement by the Dehcho First Nations pursuant to 29.5.1 a) through e);
- b) approval of the Dehcho Agreement by the Executive Council;
- c) signing of the Dehcho Agreement by the Minister authorized by the Executive Council; and
- d) the coming into force of territorial Settlement Legislation.

29.7 RATIFICATION BY CANADA

29.7.1 Ratification of the Dehcho Agreement by Canada will require:

- a) approval of the Dehcho Agreement by the Executive Council of the Government of the Northwest Territories pursuant to 29.6.1 b) and ratification of the Dehcho Agreement by the Dehcho First Nation pursuant to 29.5.1 a) through e);
- b) that the Dehcho Agreement be signed by the Minister of Crown – Indigenous Relations and Northern Affairs as authorized by federal Cabinet; and
- c) the coming into force of federal Settlement Legislation.

29.8 COSTS

29.8.1 Canada will provide an amount of funding agreed upon by the Parties for the Ratification Committee to carry out the duties and responsibilities as set out in this chapter and in the Dehcho Agreement.

CHAPTER 30: IMPLEMENTATION

30.1	IMPLEMENTATION PLAN
30.2	IMPLEMENTATION PLANNING WORKING GROUP
30.3	IMPLEMENTATION COMMITTEE
30.4	ANNUAL REPORT

30.1 IMPLEMENTATION PLAN

- 30.1.1 Prior to the initialling of the Dehcho Agreement, the Parties will conclude an Implementation Plan.
- 30.1.2 The first Implementation Plan will take effect on the Effective Date and have a term of ten (10) years or such other term as the Parties may agree.
- 30.1.3 Subsequent Implementation Plans will have a term of ten (10) years or such other terms as the Parties may agree.
- 30.1.4 The Implementation Plan will:
- a) List the obligations in the Dehcho Agreement and describe the implementation activities required to fulfill these obligations, including the Party or Parties responsible for the activities;
 - b) Set the anticipated timeframe for completing the activities;
 - c) Identify the Party responsible for the funding required to fulfill the obligations set out in the Dehcho Agreement;
 - d) Specify how the Implementation Plan is to be amended, renewed or extended; and
 - e) address other matters agreed to by the Parties.
- 30.1.5 The Implementation Plan will not:
- a) form part of the Dehcho Agreement;
 - b) create legal obligations, unless the Parties otherwise agree in writing;
 - c) alter any rights or obligations set out in the Dehcho Agreement;
 - d) be used to interpret the Dehcho Agreement; and
 - e) preclude any Party from asserting that rights or obligations exist under the Dehcho Agreement even though they are not referred to in the Implementation Plan.
- 30.1.6 If the Parties specify that a specific obligation is legally binding pursuant to 30.1.5 b), the Implementation Plan will stipulate that the performance of such

legally binding obligation will operate as a full and final discharge of that legally binding obligation.

30.2 IMPLEMENTATION PLANNING WORKING GROUP

30.2.1 After the ratification of the Agreement-in-Principle the Parties will establish an Implementation Planning Working Group consisting of one (1) representative from each Party.

30.2.2 The Implementation Planning Working Group will be responsible for:

- a) developing the Implementation Plan;
- b) developing the plan referred to in [reference to Pre-Effective Date Plan to be included in the future Transition Chapter]; and
- c) completing any other activities as agreed to by the Parties.

30.3 IMPLEMENTATION COMMITTEE

30.3.1 An implementation committee will be established no later than sixty (60) days prior to the Effective Date and will continue until the Parties agree to terminate the committee.

30.3.2 The implementation committee will consist of three individuals. Each Party will appoint one individual as its representative.

30.3.3 Each member of the implementation committee may be accompanied by other individuals to provide support.

30.3.4 The implementation committee will:

- a) establish the procedures and rules for the operation of the Implementation Committee;
- b) prepare a plan to guide the work of the Implementation Committee
- c) identify issues or challenges arising from the implementation of the Dehcho Agreement and provide advice and recommendations to the Parties on ways the implementation of the Dehcho Agreement can be strengthened including whether any amendments to the Dehcho Agreement should be considered;
- d) monitor and assess progress towards the implementation of the Dehcho Agreement;
- e) consider developing a communication strategy to facilitate ongoing communication in respect of the implementation of the Dehcho Agreement;

- f) prepare and provide the Parties with an annual report on the implementation of the Dehcho Agreement;
- g) make all decisions by unanimous agreement; and
- h) meet annually or more often as required.

30.3.5 The Implementation Committee may:

- a) facilitate the resolution of disputes, including disputes referred to in chapter DR;
- b) establish working groups as appropriate;
- c) amend the Implementation Plan, as agreed; and
- d) carry out such other work as agreed to by the Parties.

30.3.6 Each Party will be responsible for the costs of its participation on the implementation committee.

30.4 ANNUAL REPORT

30.4.1 The annual report of the Implementation Committee, as referred to in **30.3.4 f)**, will include:

- a) The activities that have been undertaken or completed by the implementation committee in the year covered by the report;
- b) an overview of the successes achieved in the implementation of the Dehcho Agreement in the year covered by the report;
- c) identification of implementation issues; and,
- d) other matters as agreed to by the Parties.

30.4.2 Canada will be responsible for publishing the annual report.⁷⁰

30.4.3 The annual report will be made available to the Parties within six (6) months from the beginning of the new fiscal year.

⁷⁰ DFN would like Canada to be responsible for the cost of translation for a Dehcho language.

CHAPTER 30: MATTERS FOR THE DEHCHO AGREEMENT

Matters in the Dehcho Agreement in Principle Deferred to the Dehcho Agreement²¹

In addition to the other matters set out in the Agreement-in-Principle, the Parties agree to address, prior to the Dehcho Agreement:

“consultation”

2.6.3 The status of Dehcho Dene rights and interests in the Yukon Territory, British Columbia and Alberta will be addressed prior to the signing of the Dehcho Agreement

2.6.4 The boundary and overlap issues between the Dehcho First Nations and the Acho Dene Koe, Sahtu, Akaithcho and Dene Tha’ will be considered prior to the signing of the Dehcho Agreement.

7.3.3 Prior to the Dehcho Agreement, the Parties will identify any existing interests on Dehcho Community Land that will continue to be administered by Government after the Effective Date.

24.7.1 Prior to the Dehcho Agreement, the Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date. The tax treatment agreement will address the following subject matters: a) the income tax treatment of the Dehcho Government and its entities; b) the sales tax treatment of the Dehcho Government and its entities; c) the tax treatment of the transfer of Dehcho Capital between the Dehcho Government and its subsidiaries; d) the tax treatment of a Dehcho settlement trust; e) donations, including artifacts, made to the Dehcho Government; f) any other matters agreed to by the Parties.

27.1.2 The Parties may address other aspects of the Harvesting of Furbearers prior to the Dehcho Agreement (Now in FN on s.27.1.2, w4.5)

27.5.1 Prior to Dehcho Agreement, the Parties will address Wildlife management within the Dehcho Settlement Area.

28.6.1 Prior to concluding the Dehcho Agreement, the Parties will address: a) the manner in which Migratory Birds will be managed; and b) the participation of the Dehcho Government in the management of Migratory Birds if the harvesting rights recognized in this chapter could be affected.

30.6.1 Prior to concluding the Dehcho Agreement, the Parties will address: a) the manner in which Plants will be managed in the Dehcho Settlement Area; and b) the participation of the Dehcho Government in the management of Plants in the Dehcho Settlement Area. If the harvesting rights recognized in this chapter could be affected

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

Commented [MF29]: Currently no chapter on wildlife harvesting

Commented [MF30]: Currently no chapter on migratory birds

Commented [MF31]: Currently no chapter on plants

²¹ There are two other categories of deferred items: (1) those deferred to the Effective Date; (2) those deferred until after land selection

31.6.1 Prior to the Dehcho Agreement, the Parties will address other aspects of Tree Management in the Dehcho Settlement Area.

Commented [MF32]: Currently no chapter on trees

41.1.1 Prior to the Dehcho Agreement, Canada and the Dehcho First Nations will calculate the amount of Mineral Royalties collected for the benefit of the Dehcho First Nations as provided under part 2 of the Dehcho Interim Resource Development Agreement, and this amount will be paid out in accordance with a schedule to be negotiated as part of the Dehcho Agreement.

Commented [MF33]: Currently no chapter on mineral royalties

42.1.3 A provisional schedule of payments will be negotiated prior to the Dehcho Agreement which will provide: i) a first payment on the Effective Date and subsequent payments on each anniversary of the Effective Date; ii) the net present value of the amounts listed in the provisional schedule of payments will equal the amount in the Final Capital Transfer Payments Schedule; and iii) the net present value referred to in paragraph ii) will be calculated using as a discount rate, the most recently approved amortized Consolidated Revenue Fund lending rate available prior to the initialling of the Dehcho Agreement, less one eighth of one percent.

Commented [MF34]: Currently no chapter on financial payments

30.1.1 Prior to the initialling of the Dehcho Agreement, the Parties will develop an Implementation Plan.

30.2.1 After the ratification of the Agreement-in-Principle the Parties will establish an Implementation Planning Working Group consisting of one (1) representative from each Party.

30.2.2 The Implementation Planning Working Group will be responsible for : a) developing the Implementation Plan; b) developing the plan referred to in [reference to Pre-Effective Date Plan to be included in the future Transition Chapter]; and c) completing any other activities as agreed by the Parties.

27.5.11 Prior to the finalizing the Dehcho Agreement, the Parties will: (a) set out the criteria and method for the selection of the roster list of mediators and arbitrators; and (b) establish procedures for mediation and arbitration, including confidentiality, which will provide for expeditious processes.