

**NORTHWEST TERRITORIES LANDS AND RESOURCES DEVOLUTION
FRAMEWORK AGREEMENT**

Made with effect as of this 10th day of March, 2004.

AMONG:

**The Government of Canada
as represented by the Minister of Indian Affairs and
Northern Development (hereinafter referred to as “Canada”)**

and

**The Government of the Northwest Territories
as represented by the Minister Responsible for Aboriginal Affairs
(hereinafter referred to as the “GNWT”)**

and

**The Aboriginal Summit
by its members listed below**

**Akaiicho Territory Government
Gwich'in Tribal Council
Inuvialuit Regional Corporation
North Slave Metis Alliance
Northwest Territory Metis Nation
Sahtu Dene Council/Sahtu Secretariat Incorporated
The Tl'icho as represented by the Dogrib Treaty 11 Council**

**which have executed this Framework Agreement
(hereinafter referred to as the “Aboriginal Summit”)**

PREAMBLE:

Whereas, pursuant to the MOI, the Intergovernmental Forum recognized that the devolution of the administration and control of lands and natural resources onshore in the Northwest Territories will enhance the ability of the territorial and Aboriginal governments to serve the interests of their constituents, increase their self-sufficiency, and promote the effective, efficient and coordinated development of the natural resources of the Northwest Territories.

Whereas, Canada is prepared to devolve the administration and control of Public Lands and rights in respect of Waters administered by the Northern Affairs Program of the Department of Indian Affairs and Northern Development.

Whereas, such devolution shall be done in a manner that recognizes and complements the evolving government to government to government relationships within the framework of the Canadian Constitution in the NWT and shall allow for a post-devolution land and resource management regime in which governments, including Aboriginal governments, share responsibilities, decision making authorities and resource revenues.

Whereas, such devolution shall be done in a manner that respects existing Aboriginal, Treaty and other rights of the Aboriginal peoples of the NWT and any fiduciary duties or obligations of the Crown to the Aboriginal peoples of the NWT.

Whereas, such devolution shall be done in a manner that respects the existing land and resource rights of third parties.

Whereas, the Parties have agreed to enter into this Framework Agreement to govern the conduct of their negotiations and to set out the process and schedule for negotiations with a view to conclude an Agreement-in-Principle and the Devolution Agreement.

Whereas, the negotiations pursuant to this Framework Agreement are among Canada, the GNWT and the Aboriginal Summit.

NOW THEREFORE the Parties agree as follows:

**PART 1
DEFINITIONS**

1.1 In this Framework Agreement:

“Agreement-in-Principle” means the Agreement-in-Principle which the three Parties have committed to negotiate pursuant to this Framework Agreement.

“Chief Negotiator” means the person designated by each of the three Parties as its Chief Negotiator.

“Devolution Agreement” means the agreement negotiated pursuant to the Agreement-in-Principle.

“Framework Agreement” means this Northwest Territories Lands and Resources Devolution Framework Agreement.

“NWT” means the Northwest Territories.

“Parties” means the three parties to this Framework Agreement, being Canada, the GNWT and the Aboriginal Summit.

“Public Lands” means any land and any interest in any land onshore in NWT that belongs to Her Majesty in Right of Canada, which, for greater certainty, includes:

- (a) Mineral resources;
- (b) Oil and gas resources; and
- (c) Beds of bodies of water;

but which excludes lands under the administration and control of the Commissioner of the NWT immediately prior to the effective date of the Devolution Agreement and any lands, beds of bodies of water, or any interests in lands or beds of bodies of water, that are excluded from transfer pursuant to the Devolution Agreement.

“MOI” means the Memorandum of Intent on Devolution and Resource Revenue Sharing dated May 22, 2001, a copy of which is appended to this Framework Agreement as Appendix I.

“Waters” means any inland waters on or below the surface of land onshore in the NWT, whether in a liquid or frozen state, except any waters that are excluded from transfer pursuant to the Devolution Agreement.

PART 2 PURPOSE

2.1 The purpose of this Framework Agreement is to:

- (a) commit the Parties to negotiate with a view to concluding the Agreement-in-Principle based on this Framework Agreement;
- (b) facilitate effective, timely and orderly negotiations of the Agreement-in-Principle and the Devolution Agreement based on the Agreement-in-Principle;
- (c) set out the process for negotiations; and
- (d) identify subject matters to be addressed in the negotiations.

**PART 3
GENERAL**

Interpretation

- 3.1 Nothing in this Framework Agreement, nor the execution by any signatory hereto, is to be interpreted as creating, recognizing or denying any rights or obligations, or any legal status or capacity, of any of the signatories.
- 3.2 All negotiations leading to, or pursuant to, this Framework Agreement and all related documents, except for the Devolution Agreement once it has been brought into effect, are without prejudice to the position of any Party or signatory hereto in any proceedings before a court or other forum and shall not be construed as admissions of fact or liability.
- 3.3 This Framework Agreement is not legally binding and is without prejudice to any legal position of any Party or signatory hereto.

Amendment

- 3.4 This Framework Agreement may be amended with the written consent of the Parties.

Good Faith

- 3.5 The Parties agree that the negotiations shall be governed by the provisions set out in the MOI.
- 3.6 The Parties confirm their commitment to continue in good faith the negotiations of the Agreement-in-Principle in accordance with the work plans and schedules determined by the Chief Negotiators pursuant to this Framework Agreement.

Funding

- 3.7 To assist the Aboriginal Summit in the formal negotiation process, Canada and the GNWT agree to contribute funding to enable its participation in the process.

PART 4
SUBJECT MATTERS FOR NEGOTIATION
OF AN AGREEMENT-IN-PRINCIPLE

- 4.1 The following subject matters are to be addressed in the negotiations of the Agreement-in-Principle. The list is not intended to be restrictive, and each of the Parties may raise other issues for negotiation:
- (a) Transfer of Administration and Control – The transfer by Canada of the administration and control of Public Lands and rights in respect of Waters administered by the Northern Affairs Program of the Department of Indian Affairs and Northern Development, including provisions addressing the following:
 - (i) the provision of legislative authority to make laws with respect to Public Lands and rights in respect of Waters;
 - (ii) the management of programs, services and other responsibilities relating to Public Lands and Waters and rights in respect of Waters;
 - (iii) the legislative approach required to give effect to the Devolution Agreement;
 - (iv) existing third-party interests;
 - (v) existing federal interests in lands or waters;
 - (vi) the right of Canada to take back administration and control of Public Lands and rights in respect of Waters for the settlement or implementation of Aboriginal land and resource agreements, treaties, land claims agreements or self-government agreements, the welfare of Indians and Inuit or any matters in the national interest, and the process for the exercise of such a right, including any consultation requirements.

 - (b) Post-Devolution Land and Resource Management –
 - (i) identification of the key features of the post-devolution land and resource management regime;

 - (ii) post-devolution implementation of the land and resource management regime;

 - (iii) development of legislation.

 - (c) Oil and Gas –
 - (i) an onshore oil and gas management regime in the NWT, including territorial regulation of oil and gas operations currently conducted

by the National Energy Board;

- (ii) the manner in which offshore oil and gas management will be addressed; and
 - (iii) efficient and effective administration among onshore and offshore jurisdictions in the Northwest Territories.
- (d) Waste Sites - The roles and obligations in relation to responsibilities for waste sites.
 - (e) Human Resources – Terms and conditions respecting federal employees affected by devolution.
 - (f) Federal Properties, Assets, Contracts and Records - Terms and conditions respecting the transfer of certain federal properties, assets, contracts and records.
 - (g) Transitional and Ongoing Funding – The provision of one-time transitional funding and adequate ongoing program funding, together with a reasoned estimate of such funding.
 - (h) Net Fiscal Benefit – The formula for the calculation of the net fiscal benefit to the NWT.
 - (i) Resource Revenue Sharing.
 - (j) Pre-Devolution and Post-Devolution Transition and Implementation.
 - (k) the parties and signatories to the Agreement-in-Principle and Devolution Agreement.
 - (l) such other general provisions, as the Parties may agree, including provisions respecting:
 - (i) legislative authority;
 - (ii) the relationship of devolution to existing Aboriginal, Treaty and other rights of the Aboriginal peoples of the NWT;
 - (iii) indemnities;
 - (iv) appropriation of funds;
 - (v) jurisdiction of courts;
 - (vi) dispute resolution;
 - (vii) benefit plans/agreements
 - (viii) obligations and benefits arising under national and international agreements;

- (ix) obligations pursuant to Aboriginal land and resource agreements, treaties, land claims agreements or self-government agreements, in the NWT.

PART 5 APPROVAL PROCESSES

Approval of this Framework Agreement

- 5.1 The Chief Negotiators will recommend this Framework Agreement for approval by their principals with a target for such approval and execution by the end of August, 2003.

Initialing and Approval of Agreement-in-Principle

- 5.2 Upon completion of the negotiation of the Agreement-in-Principle, the Chief Negotiators will initial the Agreement-in-Principle and recommend it to their principals for approval.

Negotiation and Approval of the Devolution Agreement

- 5.3 (a) After the Agreement-in-Principle has been approved, the parties thereto will work towards completion of the Devolution Agreement based on, and in the manner set out in, the Agreement-in-Principle.
- (b) The Devolution Agreement will set out processes for its approval and bringing it into effect.

PART 6 NEGOTIATION PROCESS

- 6.1 The main table will consist of the Chief Negotiators designated by each of the Parties and their respective negotiating teams.
- 6.2 The Chief Negotiators are collectively responsible for directing the conduct and coordination of the activities of the main table.
- 6.3 The Parties acknowledge that the Net Fiscal Benefit to the NWT will be negotiated with Finance Canada, and will form a fundamental element of each of the Agreement-in-Principle and the Devolution Agreement.
- 6.4 The Chief Negotiators will set work plans for negotiations including agendas, schedules and priorities, and such work plans will provide that the main table will meet at least once a month.

- 6.5 The Chief Negotiators will, as soon as is practicable, identify their requirements for the identified subject matters of the Agreement-in-Principle, and such requirements will be taken into consideration in the development of work plans.
- 6.6 The Chief Negotiators may establish working groups and drafting groups and set work plans for such groups, including agendas, schedules and priorities.
- 6.7 The Chief Negotiators may name a person to chair a meeting of the main table or of a working group.
- 6.8 As soon as appropriate after the signing of this Framework Agreement, the Chief Negotiators shall establish a working group to examine federal legislation that may require amendment to give effect to the Devolution Agreement.
- 6.9 As soon as is practicable after the signing of this Framework Agreement, the GNWT and Aboriginal Summit shall establish a working group to identify the nature and scope of the territorial legislation required to give effect to the Devolution Agreement, and list, to the extent practical, territorial legislation which will need to be enacted as a consequence.
- 6.10 Unless otherwise agreed by the Chief Negotiators, the Parties will host negotiating sessions on a rotating basis.
- 6.11 The host of a negotiating session will prepare a summary record of the main table meeting and circulate it to each of the other negotiating teams for comment and approval.
- 6.12 Information relevant to the subject matters of these negotiations, not subject to confidentiality restrictions, will be made available on a timely basis by the Parties to each other upon request. Any confidential information disclosed will be held in confidence.
- 6.13 Any two Parties may negotiate bilateral agreements on any of the subject matters and, with the agreement of all Parties, any such bilateral agreement may be incorporated into and form part of the Agreement-in-Principle or Devolution Agreement. No such bilateral agreement shall create any legally enforceable rights, obligations or liabilities binding on any party which is not a party to the bilateral agreement unless agreed in writing by such party.
- 6.14 The Parties to a bilateral negotiation will inform and update the main table on a timely basis of any matters that are the subject of such bilateral negotiations.

**PART 7
TARGET DATES**

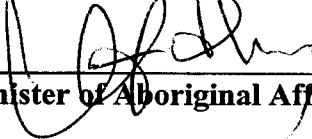
- 7.1 The Parties will negotiate with a view to conclude negotiations of the Agreement-in-Principle as soon as is reasonably possible with a target for approval by March 2004.
- 7.2 Upon approval of the Agreement-in-Principle the parties thereto shall negotiate in good faith and make best efforts to conclude the Devolution Agreement by June, 2005, and shall target an effective date for the Devolution Agreement of April, 2006.

Signed,

The Government of Canada


By: 
the Minister of Indian Affairs and Northern Development

The Government of the Northwest Territories

By: 
the Minister of Aboriginal Affairs

Members of the Aboriginal Summit

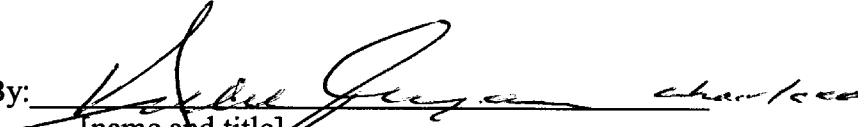
The Akaitcho Territory Government

By: 
[name and title]

The Gwich'in Tribal Council

By: 
[name and title]


The Inuvialuit Regional Corporation

By: 
[name and title]

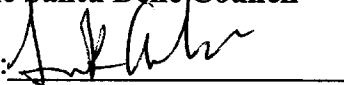
The North Slave Metis Alliance

By: _____
[name and title]

The Northwest Territory Metis Nation

By: 
[name and title]

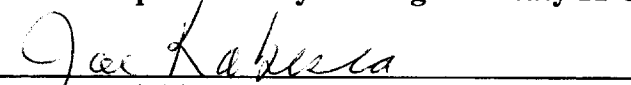
The Sahtu Dene Council

By: 
[name and title]

The Sahtu Secretariat Incorporated

By: 
[name and title]

The Tlicho as represented by the Dogrib Treaty 11 Council

By: 
[name and title]