

IMPLEMENTATION PLAN
FOR THE
GWICH'IN COMPREHENSIVE LAND CLAIM AGREEMENT

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FOR THE

GWICH'IN COMPREHENSIVE LAND CLAIM AGREEMENT

BY AND BETWEEN:

Her majesty the Queen in right 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 of Aboriginal Affairs, hereinafter referred to as "the Government of the Northwest Territories", and

The Gwich'in Tribal Council, herein acting for and on behalf of the Gwich'in of the Mackenzie Delta and on its own behalf, as represented by its undersigned authorized representatives.

WHEREAS a Comprehensive Land Claim Agreement has been signed by Government and the Gwich'in;

AND WHEREAS chapter 28 of the Gwich'in agreement requires the completion of an Implementation Plan, hereinafter referred to as the "Plan", which is to guide the implementation of the Gwich'in agreement;

AND WHEREAS representatives of the parties have updated this Plan, which identifies certain activities to be undertaken and certain costs which shall be incurred with respect to the implementation of the Gwich'in agreement during the next ten year implementation period.

AND WHEREAS the parties wish to continue to provide a mechanism in accordance with chapter 28 of the Gwich'in agreement to monitor the implementation of the Gwich'in agreement and to address disputes in a co-operative manner and to amend the Plan in light of changing circumstances;

THEREFORE the parties agree as follows:

1. Legal Status of the Plan

- 1.1 The Plan consists of documents indicating the activities required to implement the Gwich'in agreement and an estimate of the associated costs. The Plan is not intended to create legal obligations in addition to those contained in the Gwich'in agreement.
- 1.2 Nothing in the Plan is to be considered an amendment to, modification of, or derogation from the Gwich'in agreement.
- 1.3 Where there is any inconsistency or conflict between the Plan and the Gwich'in Agreement, the Gwich'in agreement shall prevail to the extent of the inconsistency or conflict.
- 1.4 The Plan is not a treaty or a Land Claim Agreement pursuant to Section 35 of the Constitution Act 1982.
- 1.5 The Plan is based upon the existing division of responsibilities between the federal and territorial governments. To the extent that federal jurisdiction, powers or programs are transferred to the Government of the Northwest Territories the activities performed by the Government of the Northwest Territories pursuant to the Plan and costs associated with such activities shall be reviewed by the federal and territorial governments.
- 1.6 The financial payments described herein are subject to appropriation by Parliament.

2. Content of the Plan

- 2.1 The Plan includes the following documents attached hereto:
 - Activity Sheets for the implementation of the Gwich'in agreement (Annex A)
 - Activity Sheets for the implementation of the Yukon Transboundary Agreement (Annex B)
 - Financial Payments (Annex C)
 - Communication and Information Strategy (Annex D)
 - Implementation Committee (Annex E)

3. Activity Sheets

- 3.1 The Activity Sheets describe the specific activities required for the performance of obligations under the Gwich'in agreement during the next ten year implementation period.

4. Financial Payments

- 4.1 Annex C describes funding for:

1. Boards and Committees
2. Mackenzie Valley Environmental Impact Review Board
3. Gwich'in Tribal Council
4. Government of Northwest Territories
5. Federal Departments

- 4.2 Canada also agrees to provide funding, in a manner described in Annex A, for the approved variable costs associated with:

- environmental reviews conducted by the Mackenzie Valley Environmental Impact Review Board consistent with the relevant enabling legislation;
- hearings of the Land and Water Board and the Surface Rights Board consistent with the relevant enabling legislation.

- 4.3 Financial payments shall be made on a timely basis.

5. Implementation Committee

- 5.1 Annex E describes the role and the process to be followed by the Implementation Committee which is established pursuant to chapter 28 of the Gwich'in agreement.

SIGNED ON BEHALF OF CANADA:

Witness

Minister,
Indian Affairs and Northern Development

Date

SIGNED ON BEHALF OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES:

Witness

Minister,
Aboriginal Affairs

Date

SIGNED ON BEHALF OF THE GWICH'IN

Witness

President,
Gwich'in Tribal Council

Date

ACTIVITY SHEETS

FOR THE IMPLEMENTATION OF THE

GWICH'IN COMPREHENSIVE LAND CLAIM AGREEMENT

(EXCEPTING THE YUKON TRANSBOUNDARY AGREEMENT)

Project: Annual Treaty meetings

Project Manager: Department of Indian Affairs and Northern Development - Indian & Inuit Program

Participant/Liaison: Gwich'in

Obligation Addressed: The parties recognize the historical and cultural importance of Treaty 11 and agree that there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of this agreement.

Referenced Clauses: 3.1.11
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. There shall be annual meetings and treaty payments in each of the four communities of Aklavik, Fort McPherson, Tsiigehtchic and Inuvik	Indian & Inuit Program	annual

Project: Amendment of the agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT)

Obligation Addressed: If any provision of this agreement is found by a court of competent jurisdiction to be invalid, government and the Gwich'in shall make best efforts to amend this agreement to remedy the invalidity or replace the invalid provision.

The provisions of this agreement may be amended with the consent of government, as represented by the Governor in Council, and the Gwich'in as represented by the Gwich'in Tribal Council. Government shall be entitled to rely on the written decision of the Board of Directors of the Gwich'in Tribal Council as evidence of the consent of the Gwich'in. Where any amendment of this agreement would affect the programs or responsibilities of the Government of the Northwest Territories, or would be a matter within its jurisdiction, that amendment may not be made without the consent of the Government of the Northwest Territories as represented by the Executive Council.

Referenced Clauses: 3.1.26, 3.1.27, also 5.1.4, 28.2.3(c)
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	Initiating party tables proposed amendment	Initiating Party	as needed
2.	Party receiving proposal reviews it and responds to the proponent	DIAND/GNWT/GTC	
3.	Agreement is reached on an amendment	DIAND/GNWT/GTC	
4.	Amendment is given effect by Governor in Council	DIAND	
5.	If necessary the Implementation Plan is amended	Implementation Committee	

Legislative/Regulatory Amendments:

- Approval by Governor in Council of the amendment

Planning Assumptions:

- The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or this agreement. Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any self-government agreement, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict. The parties may agree to amend either the self-government agreement, the settlement legislation, or this agreement in order to resolve any inconsistency or conflict.

- It may be that a complex agreement such as the Gwich'in agreement will require some amendments of a housekeeping nature. The Gwich'in and government should, in the context of on-going implementation, periodically consider any such housekeeping amendments. The responsibility for developing such amendments should rest, in the first instance, with the Implementation Committee.

Project: Planning of institutions and the preparation of legislation

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government shall consult with the Gwich'in Tribal Council in the planning of the institutions and the preparation of the settlement legislation and other legislation proposed to implement the provisions of this agreement.

Referenced Clauses: 3.1.28
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	When the Gwich'in Tribal Council is notified of the planning of the institutions or the preparation of legislation which is proposed to implement the provisions of the land claim agreement; it will be provided with a reasonable period of time to prepare its views on the proposal and with an opportunity to present its views	government	on-going, as needed
2.	Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3.	Full and fair consideration given to the views presented	government	as required

Legislative/Regulatory Amendments:

- As proposed

Planning Assumptions:

- Consultation for the planning of the institutions to implement the provisions of this agreement has been identified in the implementation plans for clauses:
 - 24.2
 - 24.3
 - 24.4
 - 26.1

- Consultation regarding legislation proposed to implement the provisions of this agreement has been identified in the implementation plans for clauses:
 - 12.8.2
 - 24.1.3(c)
 - 24.2
 - 24.3
 - 24.4
 - 26.1

- Consultation with the GTC will be required when government proposes other legislative amendments arising as a result of the Gwich'in agreement.

Project: Disclosure of information

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Notwithstanding any other provision of this agreement, government is not required to disclose any information that it is required or entitled to withhold under any act relating to access to information. Where government has a discretion to disclose any information, it shall take into account the objects of this agreement in exercising that discretion.

Referenced Clauses: 3.1.29
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. All government departments and agencies informed that if there is a discretion to disclose information, the objects of the agreement shall be taken into account when deciding to release information	government	on-going

Planning Assumptions:

- The discretion to disclose information is subject to the federal *Access to Information Act and Privacy Act* and territorial *Access to Information and Protection of Privacy Act*, or any successor legislation.

Project: Enrolment Board (initial enrolment period 1992-97)

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: An Enrolment Board shall be established, at the date of settlement legislation, composed of five persons appointed by the Gwich'in including not less than one from each of the Gwich'in communities, whose names appear on the Official Voters List described in 28.3.1; and during the initial enrolment period only, two persons appointed by the Minister of Indian Affairs and Northern Development.

The Enrolment Board shall enroll persons who are eligible to be enrolled pursuant to 4.2, and for whom application for enrolment has been received pursuant to 4.3; establish an Enrolment Register, and maintain therein a record of all enrolled persons; maintain a record of those persons whose applications for enrolment were rejected; publish the Enrolment Register at least once a year; prepare an annual budget for the operation of the Enrolment Board and present it for review and approval to the Government of Canada; prepare and provide application forms and information. Application forms shall provide that an applicant identify the Gwich'in community with which the applicant wishes to be associated, and identify whether the applicant is applying to be enrolled pursuant to 4.2.1 or pursuant to 4.2.2; determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice; notify each applicant whose name has not been entered in the Enrolment Register of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment; and prepare and provide to each participant proof of enrolment under this agreement.

Referenced Clauses: 4.5, also 4.3, 4.4, 4.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Appoint members to Enrolment Board: - 5 members, with at least one from each community - 2 members - formal appointment	Gwich'in Tribal Council Minister, DIAND Gwich'in Tribal Council, DIAND	complete complete complete
2. Incorporate Enrolment Board under the Societies Act, NWT	Enrolment Board	complete
3. Prepare budget	Enrolment Board	complete
4. Review and approve budget	DIAND	complete

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. Hire support staff and establish Enrolment Board office	Enrolment Board	complete
6. Transfer of ratification documentation to the Enrolment Board	Ratification Committee	complete
7. Establish operating procedures and policies, including: - Write to all individuals identified by the Ratification Committee and ask whether they choose to be enrolled - Determine method of verification that individuals being enrolled are not already enrolled pursuant to another comprehensive land claim agreement - Develop procedures for dealing with applications rejected pursuant to 4.5.2 (c) and (h) and the process for dealing with appeals pursuant to 4.6 - Provide each participant with proof of enrolment	Enrolment Board	complete
8. Annually publish Enrolment Register	Enrolment Board	complete

Project: Enrolment Board (Ongoing 1997- onward)

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: An Enrolment Board shall be established, at the date of settlement legislation, composed of five persons appointed by the Gwich'in including not less than one from each of the Gwich'in communities, whose names appear on the Official Voters List described in 28.3.1; and during the initial enrolment period only, two persons appointed by the Minister of Indian Affairs and Northern Development.

The Enrolment Board shall enroll persons who are eligible to be enrolled pursuant to 4.2, and for whom application for enrolment has been received pursuant to 4.3; establish an Enrolment Register, and maintain therein a record of all enrolled persons; maintain a record of those persons whose applications for enrolment were rejected; publish the Enrolment Register at least once a year; prepare an annual budget for the operation of the Enrolment Board and present it for review and approval to the Government of Canada; prepare and provide application forms and information. Application forms shall provide that an applicant identify the Gwich'in community with which the applicant wishes to be associated, and identify whether the applicant is applying to be enrolled pursuant to 4.2.1 or pursuant to 4.2.2; determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice; notify each applicant whose name has not been entered in the Enrolment Register of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment; and prepare and provide to each participant proof of enrolment under this agreement.

Referenced Clauses: 4.5, also 4.3, 4.4, 4.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The Board shall review and approve an annual budget and work plan; hire and oversee support staff; enrol participants; maintain the enrolment list; and maintain a database of information on participants.	GTC	ongoing

Project: Negotiate self-government agreements

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in

Obligation Addressed: Government shall enter into negotiations with the Gwich'in with a view to concluding agreements on self-government appropriate to the unique circumstances of the Gwich'in and in conformity with the constitution of Canada.

Referenced Clauses: 5.1.1, also 5.1.2
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	Request to negotiate self-government agreements	Gwich'in	after ratification of the framework agreement or as agreed to by the parties to the self-government negotiations
2.	Develop self-government negotiations process - order of negotiation of issues - timetable for negotiations	DIAND, GNWT, GTC	
3.	Negotiation of self-government agreements on the basis of the negotiated framework agreement	DIAND, GNWT, GTC	

Training/Economic Opportunities:

- If any, to be identified in the negotiated agreements

Planning Assumptions:

- Funding for the self-government negotiations will be in accordance with the federal self-government policy. The GNWT may also provide funding to support the negotiations or community consultation.
- Agreement-in-Principle has been initialled and recommended for approval by all three parties. As of April 2002, Final Agreement negotiations have begun.

Project: Amend Final Agreement and Self-Government Agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT)

Participant/Liaison:

Obligation Addressed: The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or this agreement. Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any self-government agreement, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict. The parties may agree to amend either the self-government agreement, the settlement legislation or this agreement in order to resolve any inconsistency or conflict.

Referenced Clauses: 5.1.4
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	Initiating party tables proposed amendment	Initiating Party	as needed
2.	Party receiving proposal reviews it and responds to the proponent	DIAND/GNWT/GTC	
3.	Agreement is reached on an amendment	DIAND/GNWT/GTC	
4.	Amendment is given effect by Governor in Council	DIAND	
5.	If necessary the Implementation Plan is amended	Implementation Committee	

Project: Constitutional reform in the Northwest Territories

Project Manager: Government of the Northwest Territories (GNWT), Canada

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government and the Gwich'in agree that the development of a future constitution for the Northwest Territories is a priority. Government shall give the Gwich'in Tribal Council the opportunity to participate in any constitutional conference or similar process for reform of the constitution of the Northwest Territories.

Referenced Clauses: 5.1.12
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government initiates a process for reform of the constitution of the Northwest Territories	GNWT, Canada	after signing of the Gwich'in agreement
2. The Gwich'in Tribal Council is notified of their opportunity to participate in the process	GNWT, Canada	reasonable time prior to expected participation
3. The Gwich'in Tribal Council may participate in the process for reform of the constitution of the Northwest Territories	Gwich'in Tribal Council	as required

Planning Assumptions:

- Funding for the Gwich'in will be consistent with the funding for other participants in this process.
- A constitutional working group was struck during the initial implementation period. Certain models were developed, however, the working group recommended that its work be suspended until more progress had been made in devolution discussions and negotiation of self-government arrangements. This working group may be re-activated during the next implementation period if circumstances change.
- Memorandum of Intent on Devolution and Resource Revenue Sharing was endorsed by the Intergovernmental Forum on May 22, 2001.
- To assist Aboriginal Groups, including the GTC, in the formal negotiations process, Canada and the GNWT agree to contribute funding to ensure their participation in the process.
- All parties have secured negotiating mandates and negotiations have begun.

Project: Arbitration Panel

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories (GNWT - Justice), Gwich'in Tribal Council

Obligation Addressed: An arbitration panel ("the panel") shall be established to resolve disputes in accordance with this agreement.

Referenced Clauses: 6.2, 6.3.10, also 6.1.5, 6.1.7, 6.3.9,
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establishment of the Panel when; - Canada, GNWT and the Gwich'in agree in writing that it is established	Canada, GNWT, Gwich'in Tribal Council	complete
<u>OR</u>		
- Canada and the GNWT each appoint at least one member and the Gwich'in appoint two members	Canada, GNWT, Gwich'in Tribal Council	
2. Consultation leading to selection of Panel members by consensus - list of candidates - approach candidates (8), including Chairperson and Vice-Chairperson - agree on nominees - establish process for replacement of members - appoint candidates	Canada, GNWT, Gwich'in Tribal Council	on-going
3. Appointment of members when selection is not by consensus:		on-going
Canada - 2 members	Minister, DIAND	
GNWT - 2 members	Minister, Justice	
Gwich'in - 4 members	Gwich'in Tribal Council	
4. Replacement of departing members	Canada, GNWT, Gwich'in Tribal Council	on-going
5. Preparation of budget	Panel	annually

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. Staff support	DIAND	as required
7. Review and approval of budget submission	DIAND	as soon as possible
8. Amend operating procedures and guidelines	Panel	as required
9. Maintain a public file of all arbitration decisions, except for those whose proceedings remain confidential as agreed by the parties to the arbitration	Panel	on-going

Funding:

- See detailed cost worksheet in Annex C. (Attachment A - 1)

Planning Assumptions:

- The panel shall have jurisdiction to arbitrate in respect of any matter which the Gwich'in agreement stipulates is to be determined by arbitration and any matter concerning the interpretation or application of the Gwich'in agreement where the parties agree to be bound by an arbitration decision in accordance with the dispute resolution chapter.
- Nothing under 6.2 shall prevent parties to a dispute from agreeing to refer it to an alternate dispute resolution mechanism such as mediation or arbitration pursuant to the *Arbitration Act* (NWT).

Project: Assignment of rights and obligations

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Designated Gwich'in Organization

Obligation Addressed: All rights exercisable by a designated Gwich'in organization and all obligations to which a designated Gwich'in organization is subject shall be assigned by the Gwich'in Tribal Council prior to the date of settlement legislation to one or more designated Gwich'in organizations. Such rights and obligations may be reassigned by the Gwich'in Tribal Council from time to time provided that such reassignments shall not adversely affect the exercise of rights or the performance of obligations contemplated in this agreement.

The Gwich'in Tribal Council shall cause to be established, prior to the date of settlement legislation, and shall thereafter maintain, a public register of designated Gwich'in organizations, which register shall identify all rights and obligations assigned pursuant to 7.1.1 to designated Gwich'in organizations.

Referenced Clauses: 7.1.1, 7.1.8
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Rights and obligations assigned to incorporated Gwich'in organizations, particularly those referred to in clauses: 12.9.3, 18.1.5, 18.5.1(b), 18.5.1(c), 20.2.3(a), 22.3.2, 22.4.3, 22.5.1, 24.2.4(c), 24.4.5(c)	Gwich'in Tribal Council	complete
2. Establish public register of designated Gwich'in organizations identifying all rights and obligations assigned to those organizations	Gwich'in Tribal Council	complete
3. Maintain public register	Gwich'in Tribal Council	on-going
4. Reassigning of rights and obligations by the Gwich'in Tribal Council from time to time		as required

Planning Assumptions:

- The Gwich'in Tribal Council will maintain the register and make it available to the public.

Project: Gwich'in organizations receiving capital transfer payments and other payments

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND), Designated Gwich'in organization

Obligation Addressed: Prior to the date of settlement legislation, the Gwich'in Tribal Council may designate a Gwich'in organization or organizations to receive capital transfers pursuant to 8.1.1, amounts payable to the Gwich'in pursuant to 9.1.2 and any other payments pursuant to this agreement.

The Gwich'in may later designate other Gwich'in organizations to receive payments provided the principles expressed in 7.1.3 are observed.

Referenced Clauses: 7.1.6, also 7.1.1, 7.1.2, 7.1.3, 7.1.4, 8.1.1, 9.1.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establish organization or organizations to receive capital transfer payments and other payments	Gwich'in Tribal Council	complete
2. Provide notice of incorporation to DIAND	Gwich'in Tribal Council, Designated Gwich'in organization	complete
3. If other organizations are subsequently designated to receive these payments, DIAND will be informed and notice of incorporation will be forwarded to DIAND	Gwich'in Tribal Council, Designated Gwich'in organization	as required

Project: Capital transfer payments

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Canada shall make a capital transfer to the Gwich'in Tribal Council in accordance with the schedule of payments as set forth in schedule I to chapter 8.

**Referenced Clauses:
(Gwich'in agreement)** 8.1, schedule I to chapter 8

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Determine the schedule of payments for the capital transfer	DIAND, Gwich'in Tribal Council	complete
2. Payments to be made in accordance with schedule I to chapter 8	DIAND	according to schedule I to chapter 8

Project: Repayment of negotiating loans

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in Tribal Council shall repay their negotiation loans and shall pay 15 percent of the negotiation loans incurred by the Dene Nation and the Metis Association of the Northwest Territories between 1975 and November 7, 1990 as provided in schedule II to chapter 8.

Canada may set off and deduct from payments to be made pursuant to 8.1.1 the amounts of repayment of the negotiation loans under 8.2.1 to be made at the time of such payments.

Referenced Clauses: 8.2, schedule II to chapter 8, also 8.1.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Determine the schedule of loan repayments	DIAND, Gwich'in Tribal Council	complete
2. Negotiation loans shall be repaid according to schedule II to chapter 8	Gwich'in Tribal Council	according to schedule II of chapter 8
3. Canada may set off and deduct from capital transfer payments the amounts of repayment of the negotiating loans to be made at the time of such payments	DIAND	according to schedule I and II of chapter 8

Project: Loans against capital transfer payments

Project Manager: Department of Finance

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: At any time after three years from the date of settlement legislation the Gwich'in Tribal Council may request a loan from Canada against the then unpaid balance of the capital transfer.

Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, pursuant to 8.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirement that the Gwich'in Tribal Council shall pay, at the time of the loan, an amount on any outstanding balance of negotiation loans described in 8.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 8.3.2 bears to the unpaid balance of the capital transfer in 8.1.1; the amount paid by the Gwich'in Tribal Council in (a) shall be credited to the last payments of the schedule described in 8.2.1; the unpaid balance of the capital transfer in any year is greater than or equal to the total of all outstanding administrative fees, if any, loan repayments and interest payable by the Gwich'in Tribal Council; and Canada may deduct any loan repayments due from the Gwich'in Tribal Council from payments due to the Gwich'in Tribal Council pursuant to 8.1.1.

Referenced Clauses: 8.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Request a loan from Canada against the unpaid balance of the capital transfer	Gwich'in Tribal Council	as per schedule I of chapter 8
2. Canada decides whether to grant the request for a loan	Minister, Department of Finance	at discretion of Minister
3. If the request for a loan is accepted, negotiations are undertaken on the terms and conditions	Department of Finance, Gwich'in Tribal Council	as determined
4. If agreement is reached on the terms and conditions, a loan is made to the Gwich'in	Canada	as determined

Project: Resource royalty payments

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Municipal and Community Affairs (MACA)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government shall pay to the Gwich'in Tribal Council, annually, an amount equal to 7.5 percent of the first \$2.0 million of resource royalty received by government in that year; and 1.5 percent of any additional resource royalties received by government in that year.

Amounts payable by government pursuant to chapter 9 shall be calculated on the basis of amounts due to and received by government in respect of resources produced after the date of this agreement. Payments remitted to the Gwich'in Tribal Council shall be in quarterly instalments. Government shall annually provide to the Gwich'in Tribal Council a statement indicating the basis on which royalties were calculated for the preceding year. On the request of the Gwich'in Tribal Council, government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

"Mackenzie Valley" comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the settlement area of the Tungavik Federation of Nunavut;

"resource" means mines and minerals whether solid, liquid or gaseous;

"royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to government under the *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act*, R.S.C 1985, c.36, or any successor legislation. For greater certainty, "royalty" does not include any payment:

- whether in money or in kind, to government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to government pursuant to clause 18 of the Proven Area Agreement;
- whether in money or in kind, by way of transfer between governments;
- for a service;
- for the issuance of a right or interest; or
- for the granting of an approval or authorization.

Referenced Clauses: 9.1.1, 9.1.2, also definitions, 18.5.3, 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Design system of accounting for resource royalties received by government	DIAND, MACA	complete

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
2. Remit payments to the Gwich'in Tribal Council	DIAND, MACA	quarterly
3. Provide annual statement to the Gwich'in Tribal Council	DIAND, MACA	annually
4. The Gwich'in may request a verification of the accuracy of the information in the annual statements	Gwich'in Tribal Council	at discretion
5. Accuracy of information in annual statements verified	Auditor-General	as requested
6. Auditor-General's report sent to Gwich'in Tribal Council	DIAND	as required

Planning Assumptions:

- The royalties will be paid quarterly based on the amount actually received by government in the previous quarter.
- Mining royalties are received not later than 10 months after the end of a mine's fiscal year end (usually during October, since most mines use December 31 as year end). For example, where mining royalties for 1992 are received in October, 1993, the payment to the Gwich'in will be made during the quarterly payment which follows the receipt of the payment.
- If, after an audit conducted by DIAND/MACA, government receives additional royalties the payment to the Gwich'in will be calculated and paid on the basis of the year for which those royalties were due (ie. if an audit in 1994 finds an amount due to government for 1992 the payment to the Gwich'in will be calculated on the basis that the payment is for 1992). Under current legislation, government is not paid interest on late or overdue payments of royalties by producers and in such cases government will not pay interest to the Gwich'in. If in the future government receives interest in such situations, any such receipts will be considered as amounts due to and received by government and the Gwich'in will receive the appropriate amounts. Nothing in this paragraph is intended to prevent any proper claims for interest by the Gwich'in in other cases.
- If, after an audit, DIAND/MACA owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the Gwich'in based on the royalties received for the year for which the refund was owed.
- When asked to verify the accuracy of the information in the annual statements, the Auditor-General will verify whether the figures used (ie. amounts of royalty received by the Crown, calculation of Gwich'in share) are correct.
- In the case royalties being received for a period which straddles the year for which the Gwich'in share is paid, or in the case of a partial year after settlement legislation, the royalties will be apportioned on a pro-rated basis (ie. based on days in the period for which the royalty was paid).

Project: Consultation regarding alteration of resource royalties payable to government

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: (a) Subject to (b), government shall consult with the Gwich'in Tribal Council on any proposal specifically to alter by legislation the resource royalty payable to government.

(b) Where government consults outside government on any proposed changes to the fiscal regime which will affect the resource royalty payable to government, it shall also consult with the Gwich'in Tribal Council.

"Mackenzie Valley" comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the settlement area of the Tungavik Federation of Nunavut;

"resource" means mines and minerals whether solid, liquid or gaseous;

"royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to government under the *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act*, R.S.C 1985, c.36, or any successor legislation. For greater certainty, "royalty" does not include any payment:

- whether in money or in kind, to government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to government pursuant to clause 18 of the Proven Area Agreement;
- whether in money or in kind, by way of transfer between governments;
- for a service;
- for the issuance of a right or interest; or
- for the granting of an approval or authorization

Referenced Clauses: 9.1.3, also definitions, 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposal specifically to alter by legislation the resource royalty payable to government; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	DIAND	as required

**ACTIVITIES
(in sequence)**

RESPONSIBILITY

**TIMING
(start / finish)**

OR

Gwich'in Tribal Council notified that government is consulting outside government on proposed changes to the fiscal regime which will affect the resource royalty payable to government; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views

- | | | | |
|----|--|-------------------------|------------------------|
| 2. | Proposal reviewed and views presented to government | Gwich'in Tribal Council | within period provided |
| 3. | Full and fair consideration given to views presented | DIAND | |
-

Legislative/Regulatory Amendments:

- As proposed

Planning Assumptions:

- If appropriate, funding will be made available to the Gwich'in Tribal Council to enable them to develop a response to the government proposal.

Project: Support of the traditional economy and encouragement of the employment of Gwich'in

Project Manager: Government

Participant/Liaison: Gwich'in

Obligation Addressed: Government economic development programs in the settlement area shall take into account the following objectives: that the traditional Gwich'in economy should be maintained and strengthened; and that the Gwich'in should be economically self-sufficient.

To achieve the objectives in 10.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including support of the traditional Gwich'in economy and individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods; assistance in the development of commercially viable Gwich'in businesses and enterprises, and when necessary, identification of possible sources of financial assistance; provision of business and economic training and educational assistance to the Gwich'in so that they may be able to participate more effectively in the northern economy; and encouragement of the employment of Gwich'in in the settlement area, including employment in major projects and developments, in the public service and public agencies. Accordingly, government shall prepare plans for the training and employment of Gwich'in, including the development of measures to recognize the special need of the Gwich'in for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience or education.

Referenced Clauses: 10.1.1, 10.1.2, also 10.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Federal and territorial departments advised of the commitments in 10.1.2(a), 10.1.2(b), and 10.1.2(c) to take such measures as they consider reasonable, in light of fiscal responsibility and economic objectives, to achieve the objective of maintaining and strengthening the traditional Gwich'in economy and the objective that the Gwich'in be economically self-sufficient, including support of the traditional Gwich'in economy and individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods; assistance in the development of commercially viable Gwich'in businesses and enterprises, and when necessary, identification of possible sources of financial assistance; provision of business and economic training and educational assistance to the Gwich'in so that they may be able to participate more effectively in the northern economy	DIAND, GNWT	ongoing
2. Federal and territorial departments advised of commitments in 10.1.2(d), in light of fiscal responsibility and economic objectives, to encourage the employment of Gwich'in in the settlement area, including employment in major projects and developments, in the public service and public agencies; prepare plans for the training and employment of Gwich'in, including the development of measures to recognize the special need of the Gwich'in for pre-employment training in basic skills; and review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education	DIAND, GNWT	ongoing
3. Provision of interpretation and advice to federal and territorial departments upon request	DIAND, GNWT	as required

Training/Economic Opportunities:

- As identified in the plans developed by government departments

Planning Assumptions:

- Government departments will communicate to the Gwich'in Tribal Council the measures they consider to be reasonable to achieve the objectives in 10.1.1. They may propose meeting with the Gwich'in Tribal Council to further discuss this issue.
- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project: Consultation regarding proposed economic development programs

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Where government proposes economic development programs related to the objectives in 10.1.1, government shall consult with the Gwich'in Tribal Council. Government shall meet with the Gwich'in Tribal Council not less than once every three years to review the effectiveness of programs relating to the objectives in 10.1.1.

**Referenced Clauses:
(Gwich'in agreement)** 10.1.3, also 10.1.1, 10.1.7

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposal to institute economic development programs related to the maintenance and strengthening of the traditional Gwich'in economy and the objective that the Gwich'in should be economically self-sufficient; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	government	
4. Programs relating to the objectives in 10.1.1 will be reviewed with the Gwich'in Tribal Council not less than once every three years	government, Gwich'in Tribal Council	not less than every three years

Legislative/Regulatory Amendments:

- If required

Planning Assumptions:

- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

- The timing of the first review provided for in activity 4 will be agreed to between government and the Gwich'in Tribal Council, taking into account the meetings which may be held to discuss measures government departments consider to be reasonable to achieve the objectives in 10.1.1, as provided for in the activity sheet for the obligations in 10.1.1 and 10.1.2.

Project: Federal contracting in the settlement area

Project Manager: Canada

Participant/Liaison: Gwich'in

Obligation Addressed: Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems shall be followed.

Referenced Clauses: 10.1.4 (a), also 10.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Conduct seminars in the settlement area and provide a list of key contacts to Gwich'in organizations interested in federal contracts	PWGSC	as required
2. Make bid opportunities available under the Open Bidding System	PWGSC	as required
3. Advertise contract in local media	contracting departments and agencies (other than PWGSC)	as required
4. Gwich'in may bid on contracts	Gwich'in	
5. Contract bids evaluated on the basis of the contract criteria and contracts awarded	contracting departments and agencies	

Planning Assumptions:

- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project: Government of the Northwest Territories preferential contracting

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in

Obligation Addressed: Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities shall be followed.

Referenced Clauses: 10.1.4(b), also 10.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. GNWT elects to contract out public activities in the settlement area	GNWT	ongoing
2. Tendering advertisements published in northern media or posted in public places	GNWT	as required
3. Bids evaluated and contract awarded (with incentive adjustments for northern contractors)	GNWT	as required
4. On-going communications including distribution of publications and/or seminars, and the maintenance of a northern firms registration list	GNWT	ongoing

Planning Assumptions:

- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.
- The preferential contracting provision currently does not apply to the NWT Housing Corporation in program areas receiving funding from the Canadian Mortgage and Housing Corporation.

Project: Modification of the Government of the Northwest Territories preferential contracting policies and procedures.

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Government of the Northwest Territories shall consult with the Gwich'in Tribal Council when developing modifications to its preferential contracting policies, procedures and approaches.

Referenced Clauses: 10.1.5, also 10.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. GNWT decides to make policy modifications to preferential contracting policy	GNWT	as determined
2. Gwich'in Tribal Council notified and comments requested	GNWT	as required
3. If significant changes are proposed the parties may agree to meet	GNWT, Gwich'in Tribal Council	
4. Prepare a report for Executive Council with consideration of Gwich'in comments	GNWT	
5. Formulate draft policy based on Executive Council direction	GNWT	
6. Forward draft policy to the Gwich'in Tribal Council for further comment	GNWT	
7. Consider comments of Gwich'in Tribal Council	GNWT	
8. Present final draft policy to Executive Council for approval, rejection or amendment	GNWT	
9. Adopt policy	GNWT	

Planning Assumptions:

- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project: First opportunity to negotiate contracts for Government of the Northwest Territories projects on settlement lands.

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in

Obligation Addressed: When the Government of the Northwest Territories intends to carry out activities on settlement lands which give rise to employment or other economic opportunities, and when the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, participants shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria including any qualifications particular to the contract and price. Should negotiations not conclude in a contract or contracts in a timely fashion, the contract or contracts shall go to public tender and Gwich'in shall be permitted to bid on the same basis as other northerners.

Referenced Clauses: 10.1.6, also 10.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. GNWT intends to contract out an activity on settlement lands without public tender	GNWT	as determined
2. GNWT offers to negotiate contract with Gwich'in	GNWT	as required
3. Negotiate contract	GNWT, Gwich'in	
4. Negotiated contract goes to Minister or Financial Management Board for approval, or to public tender if agreement is not reached	GNWT	
5. If agreement is reached, and approval given, GNWT and Gwich'in enter into contract	GNWT, Gwich'in	
6. If there is no agreement, the contract goes to public tender	GNWT	

Training/Economic Opportunities:

- Opportunity to enter into contracts.

Planning Assumptions:

- Gwich'in have the right to bid on public tender contracts on the same basis as any other northerners.
- The provisions of chapter 10 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project: Taxation information

Project Manager: Canada Customs Revenue Agency (CCRA)

Participant/Liaison: Department of Finance, Gwich'in Tribal Council

Referenced Clauses: 11.6.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Provide to Gwich'in the contact name in the District Taxation Office, Edmonton, who will: <ul style="list-style-type: none"> - answer questions - set up information sessions - provide general information on the taxation implication for Settlement Corporations and the Gwich'in 	CCRA	complete, update as required
2. Provide information document outlining: <ul style="list-style-type: none"> - the taxation implications for Settlement Corporations - the taxation implications for Gwich'in participants who receive funds as a result of the agreement - acceptable activities and qualified investments for Settlement Corporations - disbursement requirements - reporting and filing requirements - requirement for books and records - causes for revocation of a Settlement Corporation - taxability of amounts received - CCRA's role vis-a-vis Settlement Corporations 	CCRA	complete, update as required

Project: Settlement corporation annual report

Project Manager: Settlement corporation

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND)

Obligation Addressed: Every settlement corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the settlement corporation providing the Minister with the information required to administer the provisions of this chapter.

Referenced Clauses: 11.6.2, 11.6.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Produce report and send it to Minister	settlement corporation	annually

Project: Granting permission to harvest on Gwich'in land

Project Manager: Renewable Resources Council (RRC)

Participant/Liaison: Renewable Resources Board (RRB), Applicant

Obligation Addressed: A Renewable Resources Council may permit any person, within the limits prescribed by laws affecting wildlife harvesting and management and by this agreement, to harvest wildlife from the land referred to in 12.4.3, to harvest wildlife to which the Gwich'in have been granted special harvesting rights in 12.4.4, and to harvest fur bearers to which the Gwich'in have the exclusive right, upon terms and conditions respecting species, location, methods, quantities, seasons and duration of harvest as may be set by the Renewable Resources Council. In the case of 12.4.4, such permission may only be granted for the period of Gwich'in exclusive use and in respect of the species for which the special harvesting area was established. Where the Renewable Resources Council has received a request for permission to harvest pursuant to this provision, it shall render a decision within 60 days of the request and duly communicate such decision to the applicant.

Referenced Clauses: 12.4.6, 12.4.7, 12.4.8, 12.4.3
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	Proposal to harvest on Gwich'in lands or in special harvesting areas submitted to RRC	applicant	as required
2.	Proposal reviewed and decision presented to applicant within period provided	RRC	within period provided
3.	Upon receipt of a written request the RRB may review and set aside the decision made by the RRC for decisions regarding special harvest areas and respond within period provided	RRB	within period provided

Project: Withdrawal of Gwich'in access to harvest on lands other than Gwich'in lands

Project Manager: Government, Holder of an interest in land (proponents)

Participant/Liaison: Gwich'in Tribal Council, Renewable Resources Council (RRC)

Obligation Addressed: It is recognized that some uses of land, which may be authorized in the future, may conflict with harvesting activities and thus be incompatible with the exercise of Gwich'in harvesting rights.

If government or a holder of an interest in land (hereinafter "the proponent") proposes that the right of access granted in 12.4.10 should be restricted because a proposed use of land would conflict with harvesting, the proponent, after consultation with the Gwich'in Tribal Council with respect to the proposal, shall give notice to any other holder of an interest in the land and to any Renewable Resources Council for the area in which the land is situated specifying the nature, extent, duration and conditions as well as a proposal for public notice of the proposed restriction.

Any Renewable Resources Council or holder of an interest in the land to which the notice has been sent may, within 60 days of receipt of the notice, or such other period as the Board may establish, refer the proposal to arbitration pursuant to chapter 6, which shall determine whether the proposed use conflicts with harvesting, and if so, the nature, extent, duration and conditions of the restriction on access for harvesting, including the establishment and maintenance of hunting, trapping and fishing camps, required to allow the proposed use. The arbitrator shall ensure that a restriction shall only apply for as long as the land is in actual use and only to the extent necessary to permit the proposed use without conflict. Where no reference to arbitration is made pursuant to (c), the proposed restriction shall come into effect, according to the terms specified in the notice described in (b), unless otherwise agreed to by the parties. The provisions of 12.4.13 do not apply to Gwich'in lands.

Referenced Clauses: 12.4.13, also 12.4.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Proposal to restrict access to Gwich'in harvesting on a particular parcel of land	proponent	as required
2. Gwich'in Tribal Council notified of the proposal; provided with a reasonable period of time to prepare its views on the matter; and informed of the manner in which it may present its views	proponent	as required
3. Proposal reviewed and views presented to proponent	Gwich'in Tribal Council	within period provided
4. Full and fair consideration given to views presented	proponent	within period provided

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. Notice given to the affected Renewable Resources Council(s), and any other holder of an interest in the parcel of land, of the proposed harvesting restriction and specifying the nature, extent, duration and conditions	proponent	as required
6. Public notice given of the proposed restriction	proponent	as required
7. Harvesting restriction takes effect	Government of the Northwest Territories, Department of Indian Affairs and Northern Development	61 days after notification to RRC(s) and any holder of an interest
<u>OR</u>		
Renewable Resources Council(s) or holder of an interest in the parcel of land disagree with the proposal and refer it to arbitration	RRC(s), or holder of an interest	within 60 days of notification of proposed restriction
8. If referred to arbitration, proposed harvesting restriction reviewed and a ruling made subject to the provisions set out in 12.4.13(c) and (d)	Arbitration Panel	as determined
9. Ruling of the arbitrator put into effect		as determined

Legislative/Regulatory Amendments:

- The conditions, extent and duration of the restrictions will need to have legal effect to be enforced

Planning Assumptions:

- Arbitration is pursuant to the process provided in chapter 6.
- As applicable, funding to groups consulted will be consistent with government practices.

Project: Consultation prior to legislating humane harvesting of wildlife

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in have the right to employ any methods of harvesting and to possess and use any equipment for the purpose of harvesting. In addition to being subject to legislation referred to in 12.3.2, this right is also subject to legislation respecting the humane harvesting of wildlife. Government agrees that no legislation respecting the humane harvesting of wildlife will be introduced without prior consultation with the Gwich'in Tribal Council.

Referenced Clauses: 12.4.14
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposed legislation respecting the humane harvesting of wildlife; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	government	within period provided

Legislative/Regulatory Amendments:

- As proposed

Planning Assumptions:

- As applicable, funding to groups consulted will be consistent with government practices.

Project: Limitation of the harvest

Project Manager: Renewable Resources Board (RRB)

Participant/Liaison: Renewable Resources Councils (RRC), Gwich'in Tribal Council (GTC)

Referenced Clauses: 12.5.1; 12.5.2; 12.5.3; 12.5.4; 12.5.5; 12.5.6; 12.5.7; 12.5.8; 12.5.9; 12.5.10; 12.5.15; 12.5.11; 12.5.12; 12.5.13

(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The RRB may limit the quantity of the harvest by the Gwich'in in accordance with the procedure set out in 12.5.	RRB	as required
2. Where a total allowable harvest has been established, the RRB shall allocate for the Gwich'in a portion or all of the total allowable harvest.	RRB	as required
3. When establishing and adjusting a Gwich'in Needs Level, the RRB shall consult with RRC and shall consider all factors identified in 12.5.5	RRB, RRC	as required
4. If the GTC or the appropriate RRC advises the RRB that the Gwich'in Needs Level for a particular species, population, area or community will not be required in a particular harvesting period, the RRB may allocate such unrequired portion, or part thereof, pursuant to 12.5.15.	RRB, RRC, GTC	as required
5. In the case of Muskox, Moose and Barren land Caribou the RRB shall allocate a portion of any total allowable harvest in excess of the Gwich'in Needs Level to persons who are not participants. Allocation requirements are pursuant to 12.5.15.	RRB	as required
6. In the case of sheep in the Mackenzie Mountains (Unit E) the RRB shall allocate a portion of any total allowable harvest in excess of the Gwich'in Minimum Needs Level to persons who are not participants. Allocation requirements are pursuant to 12.5.15.	RRB	as required

Project: Management of Wildlife Studies Fund

Project Manager: Renewable Resources Board

Participant/Liaison: Government of the Northwest Territories - Department of Resources, Wildlife, and Economic Development (RWED), Department of Fisheries and Oceans (DFO), Department of Environment - Canadian Wildlife Service (CWS)

Referenced Clauses: 12.5, 12.7, also 12.8.40
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Areas of wildlife research identified and prioritized	RRB	periodically
2. Call for research proposals	RRB	annually
3. Research proposals presented to RRB	government departments, others	annually
4. Research proposals considered	RRB	annually
5. Accepted proposals funded	RRB	annually

Training/Economic Opportunities:

- As may be contained in the research proposals

Planning Assumptions:

- The Renewable Resources Board will require information about wildlife in order to manage it. Since the current managers of wildlife in the Gwich'in settlement area (RWED, DFO, CWS) do not conduct wildlife research at a level sufficient to provide the type and amount of information it is anticipated that the Renewable Resources Board will require, it has been agreed to establish a Wildlife Studies Fund.
- The government departments with management responsibilities will continue to conduct their current level of wildlife research in the Gwich'in settlement area and will keep the Renewable Resources Board informed of the research projects being conducted, and those planned.
- The Renewable Resources Board may participate in harvesting studies, in data collection and in the evaluation of wildlife research. It is intended that the Board have an independent research capability, to the extent agreed by government and which does not duplicate research which is otherwise available to it.
- When considering granting contracts, the Renewable Resources Board will apply the same criteria to all proposals.

- When considering the funding of research projects, the Renewable Resources Board may include both personnel and operational costs.
- Wildlife research conducted in the settlement area shall directly involve Renewable Resources Councils and Gwich'in harvesters to the greatest extent possible.

Project: Settlement Area Harvest Study

Project Manager: Renewable Resources Board

Participant/Liaison: Government of the Northwest Territories (GNWT) - Resources, Wildlife, and Economic Development (RWED), Department of Fisheries and Oceans, Department of Environment - Canadian Wildlife Service, Gwich'in Tribal Council, Renewable Resources Councils

Obligation Addressed: A Settlement Area Harvest Study shall be conducted in order to provide necessary information for the Board and government to effectively manage wildlife. The terms of reference for the harvest study are set out in schedule I to chapter 12.

Referenced Clauses: 12.5.6, schedule I to chapter 12
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establish a Working Group, composed of equal representation Resources Board of Gwich'in and government agencies with wildlife management responsibilities	Renewable Resources Board	complete
2. Develop the methodology and design of the harvest study in accordance with the terms of reference in schedule I	Working Group, Renewable Resources Board	complete
3. Approve the methodology and design of the harvest study	Renewable Resources Board	complete
4. Prepare for the harvest study	Renewable Resources Board	complete
5. Initiate the harvest study	Renewable Resources Board	complete
6. Conclude the harvest study	Renewable Resources Board	as required
7. Compile final harvest data	Study staff	as required

Training/Economic Opportunities:

- The Study Co-ordinator will provide orientation to the field workers, as required.

Funding:

- See detailed cost worksheet in Annex C. (Attachment A - 2)

Planning Assumptions:

- Data, as compiled by the study staff, will be provided to the Renewable Resources Board, the Gwich'in Tribal Council and the participating agencies of government on an annual basis.

Project: Establishment of total allowable harvest for migratory game birds

Project Manager: Department of Environment - Canadian Wildlife Service (CWS)

Participant/Liaison: Renewable Resources Board

Obligation Addressed: The Board may, in accordance with the provisions of this agreement, establish the total allowable harvest of migratory game birds in the settlement area recognizing the national and international responsibilities of the Minister, the Board shall ensure that the total allowable harvest figures are received by the Minister on a date, to be specified by the Minister, that will allow consideration of such total allowable harvest for the settlement area when regulations for other users who harvest the same migratory game bird species outside the settlement area are being established. If such figures are not received by the Minister by the specified date, the Minister may establish the total allowable harvest for the settlement area and advise the Board accordingly; the total allowable harvest for a migratory game bird species or population for the settlement area shall always be set at a percentage at least equal to the percentage that the settlement area harvest, as determined in (b)(I), bears to the total harvest of such migratory game bird species or population throughout Canada during the same period; and the total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area shall be provided to the Board by the Minister as required to enable the Board to establish the total allowable harvest for the settlement area.

Referenced Clauses: 12.5.14(a)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Renewable Resources Board advised that regulations outside the settlement area are being established for harvesting of the same migratory bird species	CWS	as required
2. Renewable Resources Board advised of date for receipt of the information on the establishment of the total allowable harvest for the settlement area	Minister, Department of Environment	as required
3. Renewable Resources Board provided with total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area as required to enable the establishment of the total allowable harvest level for the settlement area	CWS	
4. Total allowable harvest for the settlement area established and Minister informed	Renewable Resources Board	by date established by Minister

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. If total allowable harvest not established by the Renewable Resources board, the Minister may establish a total allowable harvest and advise the Board accordingly	Minister, Department of Environment	after date established by Minister

Project: Establish Gwich'in need levels for migratory birds

Project Manager: Renewable Resources Board, Department of Environment - Canadian Wildlife Service (CWS)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Board may, in accordance with the provisions of this agreement, establish the total allowable harvest of migratory game birds in the settlement area recognizing the national and international responsibilities of the Minister, the Board shall ensure that the total allowable harvest figures are received by the Minister on a date, to be specified by the Minister, that will allow consideration of such total allowable harvest for the settlement area when regulations for other users who harvest the same migratory game bird species outside the settlement area are being established. If such figures are not received by the Minister by the specified date, the Minister may establish the total allowable harvest for the settlement area and advise the Board accordingly; the total allowable harvest for a migratory game bird species or population for the settlement area shall always be set at a percentage at least equal to the percentage that the settlement area harvest, as determined in (b)(I), bears to the total harvest of such migratory game bird species or population throughout Canada during the same period; and the total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area shall be provided to the Board by the Minister as required to enable the Board to establish the total allowable harvest for the settlement area.

Referenced Clauses: 12.5.14
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Total harvest figures for migratory game birds in Canada provided to the RRB.	Minister of the Environment	as required
2. Request made to receive total allowable harvest figures for migratory game birds for the settlement area.	Minister of the Environment	as required
3. Minister provided with total allowable harvest for the settlement area within time provided. Process described in 2.5.12(b) used to determine the figure. The RRB shall consult with the GTC during the establishment of the Gwich'in Needs Level for migratory game birds	RRB	as required
4. If Minister does not receive the figures by the RRB in the time provided, the Minister may establish the total allowable harvest for the settlement area and advise the RRB accordingly	Minister of the Environment	as required

Project: Management of migratory wildlife species

Project Manager: Government of the Northwest Territories (GNWT) - Department of Resources, Wildlife, and Economic Development (RWED), Department of Fisheries and Oceans, Department of Environment - Canadian Wildlife Service, Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Renewable Resources Board, Users

Obligation Addressed: Government undertakes that plans for wildlife management and habitat management will be designed to maintain or enhance the productivity of populations of migratory species within the Northwest Territories and Yukon Territory in an integrated fashion.

Government shall work with the Board, other wildlife management bodies and users to establish wildlife management agreements with respect to migratory species. Where an agreement has not been concluded for the management of a migratory species, government may exercise its powers of management including stipulating the terms of a management plan which shall be binding on all persons.

Referenced Clauses: 12.6.1, 12.6.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government shall work with the Renewable Resources Board, other wildlife management bodies, and users to establish wildlife management agreements - the agreements will be designed to maintain or enhance the productivity of populations of migratory species in an integrated fashion	appropriate government department/agency	on-going

Legislative/Regulatory Amendments:

- As may be agreed to in the management plans

Training/Economic Opportunities:

- As may be agreed to in the management plans

Planning Assumptions:

- Habitat is usually considered within the context of management plans for wildlife.

Project: Establishment of an agreement for the management of the Bluenose Caribou Herd

Project Manager: Government of the Northwest Territories (GNWT) - Department of Resources, Wildlife and Economic Development (RWED)

Participant/Liaison: All users of Bluenose Caribou, Renewable Resources Boards

Obligation Addressed: Government shall work with the users of the Bluenose Caribou herd for the purpose of establishing an agreement for the management of the herd.

The provisions of ... any management agreement established with respect to the Bluenose Caribou Herd shall apply ..., notwithstanding any provisions of this agreement which may be inconsistent with such agreements.

Referenced Clauses: 12.6.3, 12.6.4
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government shall work with the users of the Bluenose Caribou Herd for the purpose of an agreement for the management of the herd	RWED	on-going
2. Draft Bluenose Caribou Herd Management Plan.	RWED	complete
3. Establish Bluenose Caribou Herds Co-management Advisory Committee.	RWED	complete
4. Negotiate Bluenose Caribou Herds Management Agreement.	RWED	on-going

Legislative/Regulatory Amendments:

- As may be agreed to in the agreement

Training/Economic Opportunities:

- As may be agreed to in the agreement

Planning Assumptions:

- Four years of satellite tracking information and genetic studies have shown that the original Bluenose Caribou herd is in fact three distinct herds: Bluenose-West; Cape Bathurst; and, Bluenose-East.
- A Bluenose Caribou Herd Management Agreement will be developed by methods similar to that used to achieve the Porcupine Caribou Management Agreement.

Project: Management of migratory species which cross international boundaries

Project Manager: Department of Environment - Canadian Wildlife Service (CWS)

Participant/Liaison: Gwich'in, Government of the Northwest Territories (GNWT) - Department of Resources, Wildlife, and Economic Development (RWED) - Department of Foreign Affairs and International Trade (DFAIT)

Obligation Addressed: In respect of migratory species which cross international boundaries, Canada shall endeavour to include the countries concerned in cooperative conservation and management agreements and arrangements. Canada shall endeavour to have provisions in such agreements respecting joint research objectives and related matters respecting the control of access to populations.

Government shall provide the Gwich'in with the opportunity to be represented in any Canadian management regimes in respect of migratory species which are established pursuant to international or domestic agreements and which affect migratory species in the settlement area.

Referenced Clauses: 12.6.5, 12.6.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Decision made to approach other country to seek a cooperative management agreement or arrangement respecting migratory species	CWS	on-going
2. Other country notified of desire to enter into cooperative conservation and management agreements or arrangements in respect of migratory species	DFAIT	
3. Discussions entered into	DFAIT	
4. Agreement or arrangement entered into	DFAIT	
5. Gwich'in provided with opportunity to be represented in any Canadian management regime established pursuant to an international agreement which affects migratory species in the settlement area	appropriate agency	

Legislative/Regulatory Amendments:

- As may be required

Project: Development of Canadian positions for international consultations and negotiations relevant to migratory bird management

Project Manager: Canadian Wildlife Services (CWS)

Participant/Liaison: Renewable Resources Board

Obligation Addressed: Canada shall consult the Board in developing Canadian positions for international consultations and negotiations relevant to migratory bird management in the settlement area.

Referenced Clauses: 12.6.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Renewable Resources Board notified that Canadian positions for international consultations and negotiations relevant to migratory bird management in the settlement area are being developed; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	CWS	as required
2. Proposal reviewed and views presented to government	Renewable Resources Board	within period provided
3. Full and fair consideration given to views presented	CWS	

Legislative/Regulatory Amendments:

- As may be required pursuant to an international agreement

Project: Issuance of new licences for the commercial harvesting of wildlife

Project Manager: Renewable Resources Board

Participant/Liaison: Gwich'in Tribal Council, Renewable Resources Council(s), Licensing Authority

Obligation Addressed: (a) The Board shall determine whether commercial harvesting is to be permitted in a particular area for a particular species or population and may prescribe terms and conditions for such harvesting. The terms and conditions may include general licence terms in respect of employment, training and business opportunities for the Gwich'in, non-interference with harvesting by the Gwich'in, and like matters.

(b) Where there has not been commercial harvesting described in (a) at any time during the previous three years, the Board shall require the consent of the affected Renewable Resources Council before permitting such commercial harvesting. A Renewable Resources Council shall render a decision within such reasonable time as is specified by the Board.

The Gwich'in Tribal Council shall have the right of first refusal, in accordance with the provisions of 12.7.5, to any new licence for the commercial harvesting of wildlife. The provisions of 12.7.2 do not apply to commercial fishing licences.

The provisions of 12.7.1 apply, with such modifications as the circumstances require, to commercial naturalist activities and to commercial guiding and outfitting activities in respect of hunting and sport fishing.

Referenced Clauses: 12.7.1, 12.7.2, 12.7.4, also 12.7.5
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Application to appropriate government agency for a new commercial harvesting licence or a licence related to naturalist, guiding or outfitting activities in the settlement area	applicant	as required
2. Determination if the application adheres to the form or manner of the application required, and if a licence is available for issue	licensing authority	
3. If the application is proper and if a licence is available, application forwarded to the Renewable Resources Board for determination of whether the proposed activity is to be permitted	licensing authority	
4. Application reviewed and preliminary determination made if activity should be permitted	Renewable Resources Board	
5. If a preliminary decision is made that a new licence could be permitted, it is determined if such commercial harvest or activity has been conducted within the past three years	Renewable Resources Board	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. If such activity has been conducted within the past three years, the preliminary decision to permit the activity is confirmed (GO TO STEP 12)	Renewable Resources Board	
7. If such activity has not been conducted within the past three years, the proposal is sent to the affected Renewable Resources Council(s) for consent within a specified period of time	Renewable Resources Board	
8. Consent is granted (GO TO STEP 12)	Renewable Resources Council(s)	within specified period
<u>OR</u>		
Consent is not granted (GO TO STEP 10)		
9. If response is not received within the specified period of time, the preliminary decision to permit the activity is confirmed (GO TO STEP 12)	Renewable Resources Board	after specified period
10. If consent is not granted, a review of the decision of the Renewable Resources Council(s) may be requested	interested party, Renewable Resources Board	
11. Review is conducted and decision of the Renewable Resources Council(s) is upheld or rejected	Renewable Resources Board	
12. If the preliminary decision to permit the activity is confirmed, the Gwich'in Tribal Council is notified that it has a right of first refusal to the new licence and is advised of the time within which it can exercise its right	Renewable Resources Board	
13. If an application is received from the Gwich'in Tribal Council in the specified time and in the form and manner required for such an application, unless it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the Gwich'in Tribal Council	licensing authority	
14. If the Gwich'in Tribal Council fails to submit an application within the specified time or fails to adhere to the form or manner of application required or it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the initial applicant	licensing authority	

Planning Assumptions:

- The activities listed above are intended as a suggested guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

Project: Existing commercial harvesting rights in waters overlying Gwich'in lands

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Existing licence holder

Obligation Addressed: Government may not issue a licence for a fishery in waters overlying Gwich'in lands to a person who is not a participant except in the case of a person who held a licence which was valid at the date of settlement legislation for a fishery in waters overlying Gwich'in lands; and applies to renew and is issued such licence within the April 1 to March 31 period in which the date of settlement legislation occurs and in every April 1 to March 31 period thereafter.

**Referenced Clauses:
(Gwich'in agreement)** 12.7.3(b), also 12.7.3(a)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. No new fishing licences will be issued giving permission to fish in waters overlying Gwich'in lands, but licences will continue to be issued to any applicant who had a licence in the area during at least one of the two previous fishing seasons	DFO	on-going
2. Where a licence is not renewed any existing right lapses	DFO	

Project: Issuance of commercial licences for fishing in waters outside Gwich'in lands

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Renewable Resources Board

Obligation Addressed: In the case of the commercial harvesting of fish in waters other than waters overlying Gwich'in lands:

(i) government shall offer to the Gwich'in for every licensing period after the date of settlement legislation and for each fishery a number of licences equal to the larger of

(A) the number of licences held by Gwich'in at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season immediately preceding the date of settlement legislation, and

(B) the number of licences held by Gwich'in at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season two seasons immediately preceding the date of settlement legislation;

(ii) government shall first offer the licences described in (I) to Gwich'in who, in the fishery for which the licence is offered, met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence, in both or either of the two immediately preceding fishing seasons; and second, to the Gwich'in Tribal Council;

(iii) subject to (iv), the Gwich'in Tribal Council shall have the right of first refusal, for each fishery, to one half of any licences which are new, not renewed or not re-issued to the previous holder;

(iv) the right provided in (iii) shall not apply for any fishing season for any fishery in respect of which Gwich'in and the Gwich'in Tribal Council together have been offered or issued at least 50 percent of the licences for that fishing season for that fishery; and

(v) after the Gwich'in have been offered or have taken up licences pursuant to (I) or (iii), Gwich'in shall be treated on the same basis as other licence applicants in respect of a particular fishery.

Referenced Clauses: 12.7.3(c)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The Renewable Resources Board will review the matter of the limit of commercial fishing licences and will recommend to the Minister the number of licences that should be established for each fishery in waters outside Gwich'in lands	Renewable Resources Board	on-going

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
2. If the Renewable Resources Board does not recommend a limit for the number of licences for each fishery within nine months of settlement legislation, the Minister will immediately make an interim decision pursuant to clause 12.8.35 establishing such a limit for each fishery in waters other than those overlying Gwich'in lands	Minister, DFO	on-going
3. Government offers to the Gwich'in for every licensing period and for every fishery a number of licences equal to the larger of the number of licences held by Gwich'in at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season immediately preceding the date of settlement legislation, and during the fishing season two seasons immediately preceding the date of settlement legislation	DFO	after establishment of limit on number of licences
4. Government shall first offer the licences described in 4 to Gwich'in, as set out in 12.7.3(c)(ii), and second, to the Gwich'in Tribal Council	DFO	
5. During any fishing season for any fishery where the Gwich'in and the Gwich'in Tribal Council together have not been offered or issued at least 50% of the licences the Gwich'in Tribal Council shall have the right of first refusal, for each fishery, to 50% of any licences which are new, not renewed or not re-issued to the previous holder, subject to 12.7.3(c)(iv) and 12.7.3(c)(v)	DFO	

Legislative/Regulatory Amendments:

- Possible regulatory amendment

Planning Assumptions:

- "New" licence means a licence issued to a person who had not held a licence for that particular fishery during either of the two previous licensing periods.
- The "freeze" on the issuance of new licences will be in effect between the date of settlement legislation and the establishment of a limit on the number of licences for a fishery, whether after a recommendation by the Renewable Resources Board or by an interim decision of the Minister.

- It is assumed that when considering the limit of the number of licences the Renewable Resources Board will consider a number of factors including, but not limited to, the number of licences held in previous years, quota size, economic viability, and conservation.

Project: Issuance of new licences for guiding and outfitting for barren-ground caribou

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in Tribal Council, Renewable Resources Board, Renewable Resources Councils

Obligation Addressed: The Gwich'in Tribal Council shall have the right of first refusal to a new licence for an activity described in 12.7.4 in the settlement area, provided that the Board provides that a portion of such licences for guiding and outfitting for barren-ground caribou be reserved for residents who are not participants.

Referenced Clauses: 12.7.5, also 12.7.1, 12.7.4
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Determination of which proportion of licences related to guiding and outfitting for barren-ground caribou are to be reserved for residents who are not participants	Renewable Resources Board	as required
2. Application to appropriate government agency for a new commercial harvesting licence or a licence related to naturalist, guiding or outfitting activities in the settlement area	applicant	as required
3. Determination if the application adheres to the form or manner of the application required, and if a licence is available for issue	licensing authority	
4. If the application is proper and if a licence is available for issue, application forwarded to the Renewable Resources Board for determination of whether the proposed activity is to be permitted	licensing authority	
5. Application reviewed and preliminary determination made if activity should be permitted	Renewable Resources Board	
6. If a preliminary decision is made that a new licence could be permitted, it is determined if such commercial harvest or activity has been conducted within the past three years	Renewable Resources Board	
7. If such activity has been conducted within the past three years, the preliminary decision to permit the activity is confirmed (GO TO STEP 14)	Renewable Resources Board	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
8. If such activity has not been conducted within the past three years, the proposal is sent to the affected Renewable Resources Council(s) for consent within a specified period of time	Renewable Resources Board	
9. Consent is granted (GO TO STEP 14)	Renewable Resources Council(s)	within specified period
10. Consent is not granted (GO TO STEP 12)	Renewable Resources Council(s)	
11. If response is not received within the specified period of time, the preliminary decision to permit the activity is confirmed (GO TO STEP 14)	Renewable Resources	after specified period
12. If consent is not granted, a review of the decision of the Renewable Resources Council(s) may be requested	interested party, Renewable Resources Board	
13. Review is conducted and decision of the Renewable Resources Council(s) is upheld or rejected	Renewable Resources Board	
14. If a licence is to be permitted, it is determined if the Gwich'in Tribal Council has a right of first refusal	licensing authority	
15. If the Gwich'in Tribal Council has a right of first refusal, it is notified of that right and is advised of the time within which it can exercise its right	licensing authority	
16. If the Gwich'in Tribal Council does not have a right of first refusal, the licence is issued to the applicant with the appropriate terms and conditions	licensing authority	
17. If an application is received from the Gwich'in Tribal Council in the specified time and in the form and manner required for such an application, unless it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the Gwich'in Tribal Council	licensing authority	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
18. If the Gwich'in Tribal Council fails to submit an application within the specified time or fails to adhere to the form or manner of application required or it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the initial applicant	licensing authority	

Planning Assumptions:

- The activities listed above are intended as a suggested guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

Project: Relinquishment of a licence and/or sale or transfer of enterprises related to commercial naturalist activities and to commercial guiding and outfitting activities in respect of hunting and sport fishing

Project Manager: Licensing Authority

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: (a) In the event that the holder of a licence in respect of any of the activities described in 12.7.4 intends to relinquish the licence and/or sell or transfer the enterprise, or any part thereof, the Gwich'in Tribal Council shall have the right of first refusal to take up such licence and/or the first opportunity to purchase the said enterprise or the part thereof at fair market value, provided that the following shall not be considered as sales or transfers under 12.7.6: sales or transfers to persons holding rights or options to purchase as at the date of this agreement; sales or transfers to persons who are members of the holder's immediate family, and who are themselves eligible to hold a licence; or incorporations or reorganizations which do not affect the effective ownership of the enterprise, or amount to an effective sale or transfer of all or a part thereof.

(b) Procedures for the exercise of the right of first refusal in (a) are set out in schedule II to chapter 12.

Referenced Clauses: 12.7.6, schedule II to chapter 12, also 12.7.4
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where a licence holder relinquishes a licence for a commercial naturalist activity or for a commercial guiding or outfitting activity in respect of hunting or sport fishing, the Gwich'in Tribal Council will be given the right of first refusal to take up the licence	licensing authority	as required

Planning Assumptions:

- Where the owner of an enterprise conducting a commercial naturalist activity or a commercial guiding or outfitting activity in respect of hunting or sport fishing seeks to sell or transfer the enterprise, or any part thereof, the Gwich'in Tribal Council will have the first opportunity to purchase it at fair market value in accordance with the process set out in schedule II to chapter 12.
- Where an enterprise is sold or transferred the licensing authority will not transfer the licence unless it is provided with evidence that the Gwich'in Tribal Council was provided the first opportunity to purchase in accordance with the process set out in schedule II to chapter 12.

Project: Commercial propagation, cultivation and husbandry activities

Project Manager: Renewable Resources Board

Participant/Liaison: Renewable Resources Council, Land and Water Board, Gwich'in Tribal Council, interested party

Obligation Addressed: Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife indigenous to the settlement area could adversely affect harvesting by the Gwich'in by reason of the area in which it is proposed to be carried on, or otherwise, the Board shall require the consent of the Renewable Resources Council for the area.

Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife which is not indigenous to the settlement area could adversely affect harvesting by the Gwich'in by reason of the area in which it is proposed to be carried on, the Board shall require the consent of the Renewable Resources Council for the area.

On application by an interested party, or on its own motion, the Board may review a decision of a Renewable Resources Council under (a) and (b), and may permit the proposed commercial activity if the Board determines that it is reasonable, in all the circumstances, to do so.

The Board shall advise the appropriate licensing authority of its decision pursuant to 12.7.7.

The Gwich'in Tribal Council shall have a right of first refusal in accordance with the provisions set out in 12.7.5 to any new licence in respect of commercial activities described in 12.7.7(a).

Referenced Clauses: 12.7.7, 12.7.8, 12.7.5
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where, in the opinion of the RBB, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife indigenous to the settlement area is received by the RRB that could adversely affect harvesting by Gwich'in by reason of the area in which it is proposed to be carried on, or otherwise, the RBB shall require the consent of the RRC for the area.	RRB, RRC	as required

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
2. Where, in the opinion of the RRB, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife which is not indigenous to the settlement area is received by the RRB that could adversely affect harvesting by the Gwich'in by reason of the area in which it is proposed to be carried on, the RRB shall require the consent of the RRC for the area.	RRB, RRC	
3. On application by an interested party, or on its own motion, the RRB may review of decision of a RRC on a proposed commercial activity and may permit the proposed commercial activity if the RRB determines that it is reasonable, in all circumstances, to do so.	RRB	
4. The appropriate licensing authority shall be advised of the decision.	RRB	
5. The GTC shall be provided with the right of first refusal for activities in respect of commercial activities described in 12.7.7 (a) and must follow provisions as set out in 12.7.5.	RRB, GTC	

Project: Renewable Resources Board appointments

Project Manager: Canada/GNWT Executive Council

Participant/Liaison: Gwich'in Tribal Council (GTC), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Indian Affairs and Northern Development (DIAND), Department of Resources, Wildlife and Economic Development (RWED)

Obligation Addressed: A Renewable Resources Board shall be established to be the main instrument of wildlife management in the settlement area. The Board shall act in the public interest. The Board shall be established by virtue of settlement legislation at the date thereof. Wildlife shall be managed in the settlement area in accordance with this agreement including its objectives.

Referenced Clauses: 12.8.1 also 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Three Board members and three alternate members nominated	DFO, DOE - CWS, RWED	as required
and		
three Board members and three alternate members nominated	GTC	as required
<u>OR</u>		
failing nomination of members and alternates by either party the Governor in Council and Executive Council may jointly complete the Board	DIAND, GNWT	as required
2. Six members and six alternate members appointed jointly	DIAND, GNWT	as required
3. Appointees take oath	RRB	as required
4. Board meets to recommend a Chairperson	Renewable Resources Board	as required
<u>OR</u>		
failing nomination of Chairperson the Minister of Indian Affairs jointly with the Minister of RWED after consultation with the Board, recommend a Chairperson	DIAND, RWED	as required
5. Chairperson appointed jointly	DIAND, GNWT	after selection

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. Chairperson takes oath	RRB	after selection
7. Should a member leave the Board, the party which nominated that member shall nominate a replacement within 90 days	government or GTC	as required

Project: Renewable Resources Board operations

Project Manager: Renewable Resources Board

Participant/Liaison: Gwich'in, Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Indian Affairs and Northern Development (DIAND), Department of Resources, Wildlife and Economic Development (RWED)

Obligation Addressed: 12.8.23 In furtherance of its purpose as the main instrument of wildlife management in the settlement area, the Board shall have the power to:

- (a) establish policies and propose regulations in respect of:
 - (i) the harvesting of wildlife by any person, including any class of persons;
 - (ii) the commercial harvesting of wildlife; and
 - (iii) commercial activities relating to wildlife including:
 - (A) commercial establishments and facilities for commercial harvesting; propagation, cultivation and husbandry of fur bearers and other species; and commercial processing, marketing and sale of wildlife and wildlife products, which may include trade with persons not included in 12.4.16;
 - (B) guiding and outfitting services; and
 - (C) hunting, fishing and naturalist camps and lodges;
- (b) exercise the powers and duties given to it elsewhere in the agreement;
- (c) approve plans for the management and protection of particular wildlife populations, including transplanted wildlife populations and endangered species, and particular wildlife habitats including conservation areas, territorial parks and national parks in the settlement area;
- (d) approve the designation of conservation areas and endangered species;
- (e) approve provisions of interim management guidelines, park management plans and policies that impact on wildlife and harvesting by the Gwich'in in a national park;
- (f) approve regulations which may be proposed by government pursuant to 12.8.29, except for those in respect of which the Board has already made a final decision under 12.8.27;
- (g) establish rules and procedures for the carrying out of any consultation required by these provisions; and
- (h) review any matter in respect of wildlife management referred to it by government.

Referenced Clauses: 12.8, 12.5, 12.6, 12.7, 12.8.38, 12.9.5
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Prepare budget	Renewable Resources Board	annually
2. Review and approve budget	DIAND	annually

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
3. Carry out duties provided in agreement	Renewable Resources Board	ongoing
4. Evaluate wildlife research	Renewable Resources Board	periodically

Legislative/Regulatory Amendments:

- Legislation may need to be amended to provide for the recognition and powers of the Board within a reasonable time

Training/Economic Opportunities:

- Training and employment opportunities associated with the Board
- Economic opportunities in the event that the Board enters into contracts or similar arrangements

Funding:

- See detailed cost worksheet in Annex C. (Attachment A - 2)

Planning Assumptions:

- The Board may participate in harvesting studies and other data collection conducted in the settlement area by government or by others. It is understood that the Renewable Resources Board will not enter into the independent conduct of field research, unless so agreed to by government.

Project: Involvement of Renewable Resource Councils and Gwich'in harvesters in the conduct of wildlife research or harvesting studies in the settlement area

Project Manager: Government, Renewable Resources Board

Participant/Liaison: Renewable Resources Councils, Gwich'in harvesters

Obligation Addressed: Wildlife research or harvesting studies conducted in the settlement area by government, or by the Board, or with government assistance shall directly involve Renewable Resources Councils and Gwich'in harvesters to the greatest extent possible.

**Referenced Clauses:
(Gwich'in agreement)** 12.8.40, also 12.8.37, 12.3.1, 12.8.25, 12.8.28

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Plans made to conduct wildlife research or harvest studies in the settlement area	government, Renewable Resources Board	on-going
2. Affected Renewable Resources Council(s) and local Gwich'in harvesters advised of the plans	government, Renewable Resources Board	
3. To the greatest extent possible, the affected Renewable Resources Council(s) and local Gwich'in harvesters will be involved in the research or studies	government, Renewable Resources Board	

Training/Economic Opportunities:

- As may be appropriate to involve the local harvesters

Planning Assumptions:

- It is intended that the Board and government departments and agencies work in close collaboration, and exchange full information on their policies, programs and research.

Project: Roles and Responsibilities of Renewable Resources Councils

Project Manager: Renewable Resources Councils

Obligation Addressed: There shall be a Renewable Resources Council in each Gwich'in community to encourage and promote local involvement in conservation, harvesting studies, research and wildlife management in the local community.

A Renewable Resources Council shall be composed of not more than seven persons who are residents of the local community.

A Renewable Resources Council shall be established by the designated Gwich'in organization in the community.

Referenced Clauses: 12.9.1, 12.9.2, 12.9.3, 12.9.4, 12.9.5, 12.9.6, also 12.8.40
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Renewable Resource Councils established by the DGO in the community	Designated Gwich'in organization	complete
2. RRCs shall be composed of no more than seven persons who are residents of the local community	RRCs	
3. The RRCs will meet regularly and have the power to: - allocate any Gwich'in Needs Level for that community among local participants; - manage in a manner consistent with legislation and the policies of the RRB, the local exercise of Gwich'in harvesting rights including the methods, seasons and location of harvest; - establish group trapping areas, as defined in legislation, subject to the approval of the RRB; - exercise powers given to the RRCs under the agreement; and, - advise the RRB with respect to harvesting by the Gwich'in and other matters of local concern within the jurisdiction of the RRB	RRCs, RRB	on-going
4. The RRCs will be regularly consulted on matters within the RRBs jurisdiction	RRB, RRCs	On-going
5. RRCs will participate in the collection and provision, to government and the RRB, of local harvesting data and other locally available data respecting wildlife and wildlife habitat	RRCs, RRB, Government	as required
6. Government and the RRB may jointly delegate authority to RRCs upon terms and conditions established by government and the RRB	Government, RRB, RRCs	as required

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
7. Wildlife research or harvesting studies conducted in the settlement area by government, or by the RRB or with government assistance shall directly involve RRCs and Gwich'in harvesters to the greatest extent possible	Government,, RRB,RRCs, Gwich'in harvesters	on-going

Planning Assumptions:

- The GTC has produced an RRC operations manual which provides further detail regarding roles and responsibilities of the RRCs.
- The GNWT provides funding to the RRCs on an annual basis that would have gone to Local Hunters' and Trappers' Associations prior to 1992.
- The powers of the Renewable Resources Councils are outlined in the agreement.

Project: Formulation of government positions in relation to international agreements respecting wildlife or wildlife habitat

Project Manager: Department of Environment - Canadian Wildlife Service (CWS), Department of Fisheries and Oceans (DFO)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government shall consult with the Gwich'in Tribal Council with respect to the formulation of government positions in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area, including negotiations with respect to methods of harvesting and amendments to the Migratory Birds Convention (1916), prior to adopting positions.

Referenced Clauses: 12.10.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified that proposals are being developed in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area, including negotiations with respect to methods of harvesting and amendments to the Migratory Birds Convention (1916); provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	CWS, DFO	as required
2. Proposals reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	CWS, DFO	

Legislative/Regulatory Amendments:

- As may be consequential to an international agreement.

Planning Assumptions:

- Where the issue warrants, funding will be made available to the Gwich'in Tribal Council to develop their position.

Project:	Activities of the Department of Resources, Wildlife, and Economic Development (RWED)
Project Manager:	Government of the Northwest Territories (GNWT) - Department of Resources, Wildlife, and Economic Development (RWED)
Participant/Liaison:	Renewable Resources Board, Renewable Resources Councils, Gwich'in Tribal Council, Department of Environment - Canadian Wildlife Service (CWS), Department of Fisheries and Oceans (DFO)
Obligation Addressed:	<p>Discussions with other land owners and consultation with Renewable Resources Councils regarding proposals to restrict access to Gwich'in harvesting on lands not owned by the Gwich'in. (12.4.13)</p> <p>Consultation with the Gwich'in Tribal Council should government wish to introduce legislation respecting the humane harvesting of wildlife. (12.4.14)</p> <p>Participation of the Working Group to develop the methodology and design of the Settlement Area Harvest Study. (12.5.6)</p> <p>Work with the Renewable Resources Board, other wildlife management bodies, and users to establish wildlife management agreements with respect to migratory species. (12.6.1, 12.6.2)</p> <p>Provide the Gwich'in with the opportunity to be represented in any Canadian management regimes in respect of migratory species which are established pursuant to international or domestic agreements and which affect migratory species in the settlement area. (12.6.6)</p> <p>Activities respecting commercial opportunities related to wildlife. (12.7)</p> <p>Provision of advice to Minister regarding decisions of the Renewable Resources Board. (12.8.25)</p> <p>Consultation with the Renewable Resources Board on any matter which will likely impact on wildlife or wildlife habitat in the settlement area. (12.8.32)</p> <p>Work in close collaboration with the Renewable Resources Board and exchange full information on policies, programs and research. (12.8.37)</p> <p>Relations with Renewable Resources Councils in the event that they are jointly delegated authority by government and the Renewable Resources Board. (12.9.5)</p> <p>Consultation with the affected Renewable Resources Council regarding granting of licences for the commercial harvesting of trees. (13.1.7)</p> <p>Seek the approval of the Renewable Resources Board of forest conservation and forest management plans developed for the settlement area. (13.1.9)</p> <p>Consult the Renewable Resources Board on any matter which affects forestry and forest management. (13.1.10)</p> <p>Consult with the Gwich'in Tribal Council with respect to the gathering of plants by the Gwich'in before legislating to regulate or prohibit gathering of plants. (14.1.3, 14.1.4)</p>

Provide such expertise as required by an arbitrator in the event that a matter regarding a claim for compensation for losses in relation to wildlife harvesting proceeds to arbitration. (17.1.4, 17.1.5)

Referenced Clauses: 12.4.13, 12.4.14, 12.5.6, 12.6.1, 12.6.2, 12.6.5, 12.6.6, 12.7, 12.8.25, 12.8.32,
(Gwich'in agreement) 12.8.37, 12.9.5, 13.1.7, 13.1.9, 13.1.10, 14.1.3, 14.1.4, 17.1.4, 17.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consult with the Gwich'in Tribal Council, Renewable Board, and Renewable Resources Councils as required by the Gwich'in agreement, and perform other activities to meet the obligations summarized above	RWED	on-going, as required

Project: Licences for the commercial harvesting of trees

Project Manager: Department of Resources, Wildlife, and Economic Development (RWED)

Participant/Liaison: Renewable Resources Council, Renewable Resources Board

Obligation Addressed: (a) No new licence for the commercial harvesting of trees shall be granted without the consent of the affected Renewable Resources Council where such commercial harvesting would significantly affect the harvesting of wildlife by the Gwich'in.

(b) The affected Renewable Resources Council shall be consulted by government prior to any change in the area of operation of an existing licence.

(c) On application by an interested party, or on its own motion, the Board may review the decision of a Renewable Resources Council under (a) not to consent to such commercial harvesting and may permit such harvesting if the Board determines that it is reasonable, in the circumstances, to do so.

Referenced Clauses: 13.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation with the affected Renewable Resources Council when considering a new licence for the commercial harvesting of trees to determine whether such new licence could significantly affect the harvesting of wildlife by the Gwich'in	RWED	on-going, as required
2. If a significant effect on the harvesting of wildlife is expected, the consent of the affected Renewable Resource Council is sought	RWED	
3. Issuance of new licence if consent given by the Renewable Resource Council	RWED	
4. If the Renewable Resource Council does not give consent, the decision may be reviewed by the Renewable Resources Board on application by an interested party or by its own motion	Renewable Resources Board	
5. The Board may decide to permit the new licence if it determines it reasonable to do so	Renewable Resources Board	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. Where a change in the area of operation of an existing licence is sought by a licensee, the affected Renewable Resources Council shall be consulted prior to a decision being made.	RWED	

Planning Assumptions:

- Consultation with the Renewable Resources Councils will follow the form defined in the Gwich'in agreement.

Project: Establish policies and propose regulations in respect of personal or commercial harvesting of trees

Project Manager: Department of Resources, Wildlife and Economic Development (RWED), Renewable Resource Board (RRB)

Obligation Addressed: 13.1.9 The Board shall have the power to
 (a) establish policies and propose regulations in respect of
 (i) the harvesting of trees by any person, including any class of persons; and
 (ii) the commercial harvesting of trees

Referenced Clauses: 13.1.9 (a), also 12.8.24 through to 12.8.30
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Policies established or regulations proposed in respect of harvesting of trees	RRB	as required
2. Proposal reviewed and a decision made thereon	RWED	within timing provided
3. If modifications requested, a revised proposal is forwarded to the RRB for review or the Minister varies or rejects the decision of the Board	RWED	as required
4. Once approved, varied or rejected by the Minister, the proposal is dealt with as appropriate	RWED	as required

Project: Approval of forest conservation and forest management plans and policies by the Renewable Resources Board

Project Manager: Department of Resources, Wildlife and Economic Development (RWED)

Participant/Liaison: Renewable Resources Board

Obligation Addressed: The (Renewable Resources) Board shall have the power to approve forest conservation and forest management plans and policies within the settlement area which may include determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, yields, reforestation measures and Gwich'in employment and training; provisions for forest management agreements with licensees and owners; and provision for the establishment of fire attack zones.

Referenced Clauses: 13.1.9(b), also 12.8.24 through to 12.8.30
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Forest management plans or policies for the settlement area proposed to the Renewable Resources Board	RWED	on-going
2. Proposal reviewed and a decision made thereon	Renewable Resources Board	on-going
3. If modifications requested, a revised proposal is forwarded to the Renewable Resources Board for review, or the Minister varies or rejects the decision of the Board	RWED	
4. Once approved, varied or rejected by the Minister, the proposal is dealt with as appropriate	RWED	

Training/Economic Opportunities:

- As may be detailed in management plans

Project: Consultation with the Renewable Resources Board regarding forestry

Project Manager: Department of Resources, Wildlife and Economic Development (RWED)

Participant/Liaison: Renewable Resources Board, Land Use Planning Board, Department of Indian Affairs and Northern Development (DIAND)

Obligation Addressed: Government may consult the (Renewable Resources) Board on any matter which affects forestry and forest management and shall seek the timely advice of the Board on the following matters: draft legislation respecting forestry and forest management including the fighting and control of forest fires; land use policies or draft legislation which will likely impact on forestry or forest management; policies respecting forestry and forest management research and the evaluation of such research; and plans for training Gwich'in in forestry, forest management and lumbering.

Referenced Clauses: 13.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The Renewable Resources Board may be consulted on any matter which affects forestry and forest management	RWED	as required
2. Where legislation is proposed respecting forestry and forest management including forest fire fighting and control, the draft legislation will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	RWED	as required
3. Where land use policies or draft legislation which will likely impact on forestry or forest management are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	Land Use Planning Board, DIAND	as required
4. Where policies respecting forestry and forest management research and the evaluation of such research are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	RWED	as required

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. Where plans for training Gwich'in in forestry, forest management and lumbering are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	RWED	as required
6. Proposals reviewed and views presented to government	Renewable Resources Board	within period provided
7. Full and fair consideration given to views presented	RWED	

Legislative/Regulatory Amendments:

- As may be proposed

Training/Economic Opportunities:

- As may be developed in plans

Project: Legislating to regulate or prohibit gathering of plants

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government shall consult with the Gwich'in Tribal Council with respect to the gathering of plants by the Gwich'in before legislating to regulate or prohibit gathering of plants.

**Referenced Clauses:
(Gwich'in agreement)** 14.1.3, also 14.1.4, 14.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to adopt legislation to regulate or prohibit gathering of plants in the settlement area; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	Government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	Government	
4. Decision made whether to proceed with proposal	Government	

Legislative/Regulatory Amendments:

- As proposed

Planning Assumptions:

- The proposed legislation will be consistent with 14.1.4 and 14.1.5.

Project: Changing boundaries of a National Park, once established

Project Manager: Heritage Canada - Canadian Parks Service (CPS)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Once established, the boundaries of a national park shall not be reduced without the consent of the Gwich'in Tribal Council. The boundaries of a national park shall not be enlarged except by Order-in-Council, proclamation or legislation after consultation with the Gwich'in Tribal Council.

Referenced Clauses: 15.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to reduce the boundaries of a national park in the settlement area	CPS	as required
2. Proposal reviewed and consent granted or withheld	Gwich'in Tribal Council	
3. Gwich'in Tribal Council notified of a proposal to enlarge the boundaries of a national park in the settlement area; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	CPS	
4. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
5. Full and fair consideration given to views presented	CPS	
6. If consent granted by the Gwich'in Tribal Council for a reduction of the park, or if a decision is made to enlarge the park after consultation with the Gwich'in Tribal Council, the park boundaries are amended	CPS	

Legislative/Regulatory Amendments:

- Amendment of the *National Parks Act* to effect a change in the boundary of a park

Training/Economic Opportunities:

- As may be associated with any amendment to the Impact and Benefit Plan

Project: Establishment and Operation of National Parks

Project Manager: Parks Canada Agency (PCA)

Participant/Liaison: Gwich'in Tribal Council (GTC), Department of Resources, Wildlife and Economic Development (RWED)

Obligation Addressed: Whenever a national park is proposed in the settlement area it shall be planned, established and managed pursuant to the National Parks Act, and other legislation, the National Parks Policy and park management plans except as otherwise provided in chapter 15.

Referenced Clauses: 15.2, 15.3, 15.4, 15.5, 15.6, 15.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Propose establishment of a National Park in the Gwich'in settlement area	PCA	as proposed
2. Prepare Impact and Benefit Plan for proposed Park	PCA, GTC	after proposing new park
3. Minister decides on an Impact and Benefit Plan. If the two parties fail to reach agreement on an Impact and Benefit Plan - Gwich'in and government may each submit their own plan to Minister - Minister considers plans and decides on a plan - Minister gives written reasons for his decision	Minister, Heritage Canada	within a reasonable time of starting discussions on Plan
4. Establish the National Park - where necessary, amend policies to recognize Gwich'in traditional and benefit and current use of lands in the park - survey boundaries of the park	PCA	after preparation of impact and benefit plan
5. Establish a National Park Management Committee (NPMC) - consultation regarding structure - identify candidates for membership on committee - appoint members and alternate members - convene committee - select chairperson - adopt operating procedures	PCA, RWED, Renewable Resources Board	at time park is established

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. Prepare interim management guidelines	PCA, NPMC	within 2 years of park being established
7. Minister to advise the NPMC of reasons for rejection of any advice provided - Minister provides reasons in writing - Minister provides the NPMC an opportunity to further consider the matter	Minister, Heritage Canada	as required
8. Prepare park management plan	PCA, NPMC	within 5 years of park being established
9. Review impact and benefit plans	NPMC	at least every ten years
10. Review and revise park management plan	PCA, NPMC	at least every ten years

Legislative/Regulatory Amendments:

- No specific legislative or regulatory amendments are required
- When any park is established, there is an amendment to the *National Parks Act* to legally establish the park
- When and if circumstances require, PCA develops specific regulations for individual parks

Training/Economic Opportunities:

- To be dealt with in the Impact and Benefit Plan
- The Gwich'in Tribal Council shall have the right of first refusal to any new licences related to wildlife and tourism in national parks in the settlement area
- In the event that there is the manipulation of wildlife populations by way of a controlled hunt in a national park in the settlement area the Gwich'in shall be given the preferential right to participate in the hunt

Planning Assumptions:

- Parks Canada Agency currently has no plans to establish a National Park in the Gwich'in settlement area.

Project: Establishment and operation of protected areas

Project Manager: Department of Resource Wildlife and Economic Development (RWED), Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Local communities, Land Use Planning Board, Renewable Resources Board

Obligation Addressed: Government shall consult with the Gwich'in Tribal Council and with affected local communities prior to the establishment of any protected area, or changes in the boundaries of an established protected area. Such consultation shall commence not less than 12 months prior to the establishment of the protected area or the change in boundaries. In an emergency for reasons of conservation, such consultation may take place in a shorter period. In the event of an emergency for reasons of conservation which requires immediate government action, government shall consult with the Gwich'in Tribal Council as soon as possible after the establishment of a protected area on the necessity of the action and the terms and conditions attached thereto.

Referenced Clauses: 16.2.1, also 16.2.6, definition of "protected area", 16.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Site of potential protected area identified	RWED, DIAND	as required
2. Gwich'in Tribal Council and local community(ies) notified of proposal to establish a protected area; provided with a reasonable period of time to prepare views on the matter; and provided with an opportunity to present those views	RWED, DIAND	not less than 12 months prior to protected area being established
3. Proposal reviewed and views presented to government	Gwich'in Tribal Council, local community(ies)	within period provided
4. Full and fair consideration given to views presented	RWED, DIAND	
5. A decision is made whether or not to establish the protected area	RWED, DIAND	
6. If a protected area is to be established a protected area agreement, is negotiated with the affected Gwich'in the affected Gwich'in community(ies) negotiations	RWED, DIAND	within two years of commencing
7. If a protected area agreement is not negotiated each party may submit its own proposal to the Minister responsible	local community(ies) RWED, DIAND	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
8. Written reasons given for decision regarding a protected area agreement	responsible Minister	
9. Protected area established	RWED, DIAND	

Legislative/Regulatory Amendments:

- The establishment of a park requires a technical amendment to the *Territorial Parks Act*.

Training/Economic Opportunities:

- As identified in the protected area agreement

Planning Assumptions:

- Currently the Government of the Northwest Territories is proceeding with only one park in the Gwich'in settlement area, the Campbell Lake Territorial Park. The Memorandum of Agreement for Campbell Lake Park was signed on November 7, 1991.

Project: Consultation with the Gwich'in Tribal Council prior to the establishment of a territorial park which is not included in the definition of territorial park

Project Manager: Department of Resources, Wildlife and Economic Development (RWED)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Government of the Northwest Territories shall consult with the Gwich'in Tribal Council prior to the establishment of any territorial park which is not included in the definition of territorial park under chapter 16.

Referenced Clauses: 16.2.2, also 2.1.1 "territorial park"
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to establish a territorial park which is not included in the definition of territorial park under chapter 16; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	RWED	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	RWED	
4. Decision made whether to proceed with the proposal	RWED	

Legislative/Regulatory Amendments:

- As may be required under territorial legislation or regulations

Training/Economic Opportunities:

- As may be identified in the proposal

Project: Park management plans

Project Manager: Department of Resources Wildlife and Economic Development (RWED)

Participant/Liaison: Gwich'in Tribal Council, Local communities

Obligation Addressed: The Government of the Northwest Territories may prepare a park management plan for each territorial park which describes the policies which will guide the conservation and management of the park and its resources. The Gwich'in shall be invited to participate in the preparation of any plan. A park management plan shall be approved by the Minister before coming into force. Gwich'in use shall be in accordance with applicable interim management guidelines or park management plan.

Referenced Clauses: 16.2.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Invitation to the Gwich'in to participate in the preparation of park management plans	RWED	as required

Legislative/Regulatory Amendments:

- Amendments if necessary

Training/Economic Opportunities:

- As identified in park management plan

Planning Assumptions:

- Gwich'in will be invited to participate in park management planning, if a plan is prepared.
- Training/information workshops will be required, as well as actual planning meetings.
- Map and base line information collection, workshops, meetings and public presentations may be required.

Project: Employment and training opportunities associated with protected areas

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: It is the objective of the parties that qualified Gwich'in be employed at all occupational levels in protected areas. Government shall identify employment opportunities in respect of the management and administration of protected areas and shall provide appropriate training opportunities for the Gwich'in as set out in the Implementation Plan. For any protected area established after the date of settlement legislation, the nature and extent of the training opportunities shall be set out in the protected area agreement.

Referenced Clauses: 16.2.7, also 16.2.1(a), 16.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government departments responsible for the management and administration of protected areas to be advised of this obligation and asked to identify appropriate employment opportunities in relation to the management and administration of any existing protected areas in the settlement area	government	on-going
2. Government departments responsible for the management and administration of protected areas will be requested to provide training opportunities for the Gwich'in in connection with any employment opportunities identified	government	on-going
3. Where a protected area is established after the date of settlement legislation, training opportunities shall be addressed specifically in the negotiations for the protected area agreement	Gwich'in Tribal Council, government	

Training/Economic Opportunities:

- As identified

Planning Assumptions:

- In the Gwich'in agreement "protected area" means all areas and locations of land set apart and protected by government in the settlement area including historic parks and sites, national wildlife areas, migratory bird sanctuaries, territorial parks, conservation areas, and archaeological sites but does not include national parks, and "territorial park" means an area dedicated as a recreation park under 4(1)(a) and (b) of the Territorial Parks Act and any other territorial park outside local government boundaries the area of which exceeds 130 hectares (approximately 321 acres).

Project: Resolution of claims for compensation for harvesting losses as a result of development activity

Project Manager: Parties to harvesting compensation claim

Participant/Liaison: Gwich'in, Developer, Arbitration Panel

Obligation Addressed: (a) A developer is liable absolutely, without proof of fault or negligence, for the following losses and damage suffered by a participant as a result of development activity of that developer: loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested; present and future loss of income from wildlife harvesting; and present and future loss of wildlife harvested for personal use or which is provided by the participant to other participants for their personal use; and

(b) notwithstanding (a), a developer shall not be liable for losses suffered by a participant as a result of the establishment of a national park or a protected area, or any lawful activity within a park or protected area, except for direct loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested.

Referenced Clauses: 17.1.2, also 17.1.3, 17.1.4, 17.1.5, 17.1.6, 17.1.7
(Gwich'in agreement)

	ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1.	Participants shall make their best efforts to mitigate any losses or damages referred to in 17.1.2	participant	as required
2.	An agreement may be negotiated with respect to compensation for losses in relation to wildlife harvesting including the process for settling and resolving any claims	Gwich'in, developer	as required
3.	If a participant considers that a development has caused a loss or damage to wildlife harvesting, the participant may:		
	<ul style="list-style-type: none"> <li data-bbox="276 1344 925 1428">- submit a written claim for compensation to the developer <li data-bbox="276 1428 925 1491" style="text-align: center;"><u>OR</u> <li data-bbox="276 1491 925 1638">- sue the developer for damages 	<ul style="list-style-type: none"> <li data-bbox="925 1344 1185 1428">participant <li data-bbox="925 1491 1185 1638">participant 	<ul style="list-style-type: none"> <li data-bbox="1185 1344 1433 1491">as soon as possible after the claimed loss is identified <li data-bbox="1185 1491 1433 1638">within statute of limitations of the relevant legislation
4.	If proceeding under the provisions of the agreement, a settlement of the claim for compensation is negotiated	developer, Gwich'in	within 30 days of claim submission

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. If a settlement of the claim is not reached within 30 days of submission, either party may refer the matter to arbitration	developer, Gwich'in	30 days after claim submission
<u>OR</u>		
If a settlement of the claim is not reached, the participant may sue the developer for damages	participant	within the statute of limitations of the relevant legislation
6. An arbitrator determines if the claim is valid	arbitrator	
7. If the claim is proven, compensation is awarded taking into account: - loss or damage to property or equipment - present and future loss of income from wildlife harvesting - present and future loss of wildlife harvested for personal use	arbitrator	
8. Recommendations may also be made regarding measures to be taken by the developer or by the participant to reduce or avoid further losses or damages	arbitrator	

Project: Management and control of Gwich'in lands

Project Manager: Gwich'in Tribal Council (GTC)

Obligation Addressed: Subject to the provisions of this agreement and legislation, the Gwich'in shall manage and control the use of Gwich'in lands, including: the development and administration of land management programs and policies; and the charging of rents or other fees for the use and occupation of Gwich'in lands.

Referenced Clauses: 18.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Development of land management programs and policies	GTC	ongoing, as required
2. Applications sent to GTC to access and use Gwich'in lands	proponent	as required
3. Applications reviewed, rents and other fees charged when appropriate	GTC	as required
4. Gwich'in lands controlled to ensure policies and programs are upheld	GTC	as required

Project: Provision of sand and gravel by Gwich'in

Project Manager: Land and Water Board

Participant/Liaison: Gwich'in Tribal Council (GTC), Users

Obligation Addressed: (a) The Gwich'in shall provide supplies of, and permit access to, sand, gravel, clay and other like construction materials on Gwich'in lands if, in the opinion of the Land and Water Board, no alternative source of supply is reasonably available in the surrounding area.

(b) The Gwich'in are entitled to fair and reasonable compensation for any materials supplied under (a).

(c) If any person or government, and the Gwich'in, do not agree on any terms or conditions respecting the supply of, or access to, materials under (a), the person or government seeking the supply or access may refer the matter to the Land and Water Board which shall decide all matters between the parties including the question of priorities between the Gwich'in and other users. The decision of the Land and Water Board shall be final and binding on the parties and shall not be challenged by appeal or review in any court except on the ground that the Board erred in law or exceeded its jurisdiction.

(d) The Land and Water Board may establish rules and procedures for the carrying out of this provision.

Referenced Clauses: 18.2.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Potential user approaches Gwich'in to purchase granular materials	user	as required
2. Potential user and Gwich'in negotiate terms of agreement	Gwich'in and user	
3. If agreement is not reached the potential user may refer the matter to the Land and Water Board for a decision	user	
4. Land and Water Board decides whether an alternative source of supply is reasonably available	Land and Water Board	
5. If the Land and Water Board decides that no alternative source is reasonably available, the Board will make a decision regarding all matters between the parties, including the question of priorities between the Gwich'in and other users	Land and Water Board	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. Gwich'in and user accept decision of the Land and Water Board and, if the Board so rules, the Gwich'in provide granular materials under terms established by the Board	Gwich'in and user	
7. The decision of the Board is final and binding, except that the Gwich'in or potential user may appeal on the grounds that the Board erred in law or exceeded its jurisdiction	Gwich'in or user	

Training/Economic Opportunities:

- As may be determined in the agreement between the Gwich'in and the user

Planning Assumptions:

- When the Government of the Northwest Territories, including the Northwest Territories Housing Corporation, wishes to acquire material pursuant to 18.2.3(a) for use in and around Aklavik, Canada shall pay the fair and reasonable compensation pursuant to 18.2.3(b) using the following process:
- Representatives of Canada and the Government of the Northwest Territories will establish that the Government of the Northwest Territories cannot reasonably obtain sand and gravel from sources other than Gwich'in lands. Then, the representatives will estimate on an annual basis the volume of sand and gravel required by the Government of the Northwest Territories from Gwich'in settlement lands.
- Representatives of Canada and the Gwich'in will establish the fair and reasonable compensation at which the Gwich'in will provide access to the Government of the Northwest Territories for the agreed volume of sand and gravel. The payment of such compensation to the Gwich'in will be made directly by Canada.
- Should the parties fail to agree regarding the matter of whether an alternative source of supply is reasonably available, or any matter regarding any terms or conditions respecting the supply of, or access to sand and gravel the matter shall be referred to the Land and Water Board for resolution, as provided for in 18.2.3(c).

Project: Government right to take sand and gravel without charge from certain Gwich'in lands for a period of 20 years

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council (GTC)

Obligation Addressed: Government shall have the right to take sand and gravel without charge from the Gwich'in lands identified in (a) and (b) and shall have free access to reach such sites for that purpose for a period of 20 years from the date of settlement legislation:

(a) deposit known as the Frog Creek source located at Lat. 67° 34'N, Long. 134°04'W (approximately) within Block 24; and

(b) deposit located at Lat. 67° 28'N, Long. 133° 45'W (approximately) within Block 15.

Referenced Clauses: 18.2.4
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Development of a procedure to implement 18.2.4 to take sand and Gwich'in gravel without charge from the sites identified, and may discuss any other relevant matters	government, GTC	on-going
2. Government takes the sand and gravel	government	for 20 years after settlement legislation

Training/Economic Opportunities:

- None, except if government contracts out the work, in which case the provisions of chapter 10 apply

Planning Assumptions:

- The Gwich'in may wish to establish procedures, subject to 18.2.3, to ensure that persons other than government or government agents do not have access to the above sites.

Project: Data and information relating to Gwich'in lands.

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)/ Canada

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Canada shall make available to the Gwich'in Tribal Council data and information relating to resources and to existing rights, titles and interests on Gwich'in lands as soon as practicable after the date of settlement legislation.

Referenced Clauses: 18.3.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Northern Affairs Program to prepare a list of all existing leases and alienations on lands selected by the Gwich'in	NAP	complete
2. Northern Affairs Program to provide current information to the Gwich'in Tribal Council relating to all existing rights, titles, and interests on Gwich'in lands legislation	NAP	complete
3. Canada to make available to the Gwich'in Tribal Council all accessible data and information relating to resources on Gwich'in lands	Canada	on-going

Planning Assumptions:

- The data and information relating to resources includes existing data and information regarding sand, gravel, clay and other like construction materials.

Project: Clean up of Hazardous Waste Sites

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in

Obligation Addressed: Where government undertakes any program respecting the clean-up of hazardous waste sites on Crown lands in the settlement area, such program shall apply to hazardous waste sites on Gwich'in lands existing at the date of settlement legislation, whether or not identified at that time, and government shall be responsible for the costs associated with such clean-up on Gwich'in lands. This provision shall not prevent government from recovering any such costs from a person made liable for these costs pursuant to legislation.

Referenced Clauses: 18.3.4, also 18.3.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government undertakes a program to clean up hazardous waste sites on Crown land in the Gwich'in settlement area	DIAND	as required
2. Using the criteria established for the clean up program, government identifies hazardous waste the date of settlement phase of program on legislation on Gwich'in lands sites existing at. Government considers all information submitted regarding Crown lands the location of hazardous waste sites on Gwich'in lands and assesses this information against the established criteria for the clean-up program	DIAND	concurrent with application of this on Crown lands
3. Government carries out clean-up program using same techniques and criteria used on Crown lands on Crown lands	DIAND	concurrent with application of this phase of program

Training/Economic Opportunities:

- Consistent with provisions in chapter 10, Economic Measures

Planning Assumptions:

- The Arctic Environmental Strategy announced on April 29, 1991, contains an "Action on Waste" component.
- The Arctic Environmental Strategy ended on March 31, 1997. A contaminant sites clean-up program has been developed.
- Hazardous waste sites are sites on which toxic substances are stored or disposed of, as defined in Part II, section 11, *Canadian Environmental Protection Act*.

Project: Registration of title to Gwich'in lands

Project Manager: Government of the Northwest Territories - Justice

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND), Gwich'in Tribal Council, Government of the Northwest Territories (GNWT) - Municipal and Community Affairs, Natural Resources Canada (NRCan)

Obligation Addressed: (a) Title to Gwich'in lands vested pursuant to 18.1.4 shall be registered with the Northwest Territories Land Titles Office. In order to facilitate registration and subsequent recording of transactions, title shall be registered in as many discrete parcels as considered necessary by the Registrar of Land Titles.

(b) Legal descriptions, as specified in 18.4.1, shall be used for the purpose of registering title to settlement lands.

(c) Wherever surveys of Gwich'in lands are required, these surveys shall be registered with the Northwest Territories Land Titles Office and become the legal description for that portion of the parcel boundary, replacing the initial legal description referred to (b).

Referenced Clauses: 18.3.5, also 18.1.2, 18.1.4, 18.4.1, 22.2.1, 22.2.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Modification of internal system to accommodate the uniqueness of the Gwich'in title (e.g. restraints on alienation; means of indexing non surveyed parcels)	GNWT	complete
2. Preparation, review and approval of legal descriptions	DIAND, GNWT	complete
3. Issuance of Gwich'in title on vested lands	GNWT	complete
4. Registration of privately owned parcels to Gwich'in	GNWT	complete
5. Recording of required surveys in the Canada Lands Survey Records and filing of the surveys in the Land Title Office	GNWT, NRCAN	on-going

Project: Boundary surveys of Gwich'in lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Natural Resources Canada (NRCan)

Obligation Addressed: The boundaries of Gwich'in lands shall be surveyed when, in the opinion of government, such surveys are required to avoid or resolve conflicts with another title or interest holder, and may otherwise be surveyed at government's discretion.

Referenced Clauses: 18.4.1(c), also 18.4.2, 18.3.5 (c)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Determination of boundaries of Gwich'in lands which are required to be surveyed to avoid or resolve conflicts with another title or interest holder, or as otherwise decided	DIAND, NRCan	complete
2. Determination of boundaries of Gwich'in lands which are an non surveyed right-of-way and identification of any other not well-defined boundaries which need to be surveyed or defined by monuments to establish definable reference points	DIAND	complete
3. Survey boundaries of existing interests within or adjoining Gwich'in lands.	NRCan	complete
4. Survey any right-of-way which is used as the boundary of Gwich'in lands	NRCan	complete
5. Survey any other not well-defined boundary or place monuments which will establish definable reference points	NRCan	complete
6. After the surveys, where appropriate, amend legal descriptions registered at the Northwest Territories Land Titles Office	NRCan	complete
7. Survey boundaries of Gwich'in lands when, in the opinion of government, such surveys are required to avoid or resolve conflicts with another title or interest holder, or otherwise at government's discretion	DIAND, NRCan	as required

Training/Economic Opportunities:

- Opportunities for employment by contract surveyors
- Opportunities for support industries for surveys. i.e. transportation, camps, supplies
- Opportunities for training of survey personnel
- Opportunities for other related contracts

Planning Assumptions:

- The Gwich'in Tribal Council will be advised of the plans to survey Gwich'in lands prior to the work being conducted.

Project: Royalties or non-refunded rents on Gwich'in lands between final agreement and settlement legislation

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Any royalties or non-refunded rents accruing to and received by government after the date of this agreement in respect of an interest in lands which becomes a Gwich'in interest at the date of settlement legislation, not including any amounts paid pursuant to (b), shall be accounted for by government and an equal amount paid to the Gwich'in Tribal Council as soon as practicable after the date of settlement legislation.

**Referenced Clauses:
(Gwich'in agreement)** 18.5.1(a), also 18.5.1(b)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Accounting of any royalties or non-refunded rents in respect of Gwich'in lands accruing to and received by government between the signing of the final agreement and settlement legislation	DIAND	complete
2. Payment to Gwich'in Tribal Council of any royalties or non-refunded rents identified by the accounting process	DIAND	complete

Project: Payments received by Canada from holders of interests in the Aklavik lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Designated Gwich'in Organization

Obligation Addressed: Any payments received by Canada from holders of interests in the Aklavik Lands between May 17, 1984 and the date of settlement legislation, other than payments which Canada is obligated to refund to such interest holders, shall be accounted for by government and an equal amount paid to a designated Gwich'in organization as soon as practicable after the date of settlement legislation.

Referenced Clauses: 18.5.1(b)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Account for the payments received by Canada from holders of interests in the Aklavik lands between May 17, 1984 and settlement legislation, other than payments which Canada is obligated to refund to such interest holder	DIAND	complete
2. Payment to designated Gwich'in organization of any payments received, other than payments refunded to the interest holders	DIAND	complete

Project: Royalty for sand, gravel, clay and other like construction material removed from Aklavik lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Designated Gwich'in Organization

Obligation Addressed: Canada shall pay to a designated Gwich'in organization, as soon as practicable after the date of settlement legislation, a royalty for each cubic yard of sand, gravel, clay and other like construction material removed from the Aklavik Lands between May 17, 1984 and the date of settlement legislation, such royalty to be calculated as \$0.75 per cubic yard multiplied by (b divided by a), where "a" shall mean the Gross National Product of Canada in current dollars for the year 1982, and where "b" shall mean the Gross National Product of Canada in current dollars for the year previous to the year in which the royalties are being charged.

Referenced Clauses: 18.5.1(c)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Determine the cubic yards of sand, gravel, clay, and other like construction material removed from the Aklavik lands per annum between May 17, 1984 and settlement legislation	DIAND	complete
2. Calculate the amount of royalty payments	DIAND	complete
3. Payment to designated Gwich'in organization of royalties for material removed from Aklavik lands, along with a statement or explanation of the royalties	DIAND	complete

Project: Government administration of existing mineral interests on Gwich'in lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Where lands to which the Gwich'in receive title pursuant to 18.1.2(b) or (c) are subject to a mineral interest existing at the date of settlement legislation:

(a) government shall continue to administer such interest including the granting of and administration of renewals, replacements, extensions of term or transfers thereof in accordance with applicable legislation as if the interest were on Crown lands until such time as the interest ceases to exist;

(b) government shall notify the Gwich'in Tribal Council of any change in such interest which affects the Gwich'in as title-holder; and

(c) after the date of settlement legislation, any royalties or non-refunded rents accruing to and received by government from the holder of a mineral interest shall be accounted for by government and an equal amount paid to the Gwich'in Tribal Council as soon as practicable from time to time.

Government shall be under no fiduciary obligation to the Gwich'in in respect of its administration of mineral interests apart from its obligation to account in 18.5.(2). In particular, government may, subject to 9.1.3, set royalties, rents and other charges and make other discretionary decisions on the basis of government's resource management policy.

Referenced Clauses: 18.5.2, 18.5.4, also 18.1.2(b), 18.1.2 (c), 9.1.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Identify all existing mineral interests on Gwich'in lands referred to in 18.1.2(b) and 18.1.2(c)	DIAND	complete
2. Provide Gwich'in with a list of all existing mineral interests on Gwich'in lands and all relevant details of existing mineral interests identified	DIAND	complete
3. Existing mineral interests will be administered in accordance with applicable legislation as if the interest were on Crown land until the interest ceases to exist	DIAND	complete
4. Notify Gwich'in of any change in such interest which affects the Gwich'in as title-holder	DIAND	complete

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. Any royalties or non-refunded rents accruing to and received by government from the identified interests after settlement legislation shall be accounted	DIAND	complete
6. Payments received as accounted shall be made to the Gwich'in as agreed upon	DIAND	complete

Project: Shared drainage basin agreements

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: (a) Government shall use its best efforts to negotiate agreements with other jurisdictions which manage drainage basins shared with the settlement area for the management of water in the shared drainage basin.

(b) Government shall consult with the Gwich'in Tribal Council with respect to the formulation of government positions on the management of water in a shared drainage basin before negotiating an agreement pursuant to (a).

Referenced Clauses: 19.1.11, also 24.1.1(a), 24.1.1(b)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Contact will be made with other jurisdictions sharing drainage basins with the settlement area requesting the negotiation of water management agreements	DIAND, GNWT	on-going
2. If the other jurisdiction agrees to enter into negotiations, the Gwich'in Tribal Council will be consulted with respect to the formulation of government positions before negotiating an agreement	DIAND, GNWT, Gwich'in Tribal Council	
3. Government will consider the Gwich'in views and enter into negotiations toward an agreement	DIAND, GNWT	

Planning Assumptions:

- The Land and Water Board will be involved in any such process.
- If appropriate, funding will be made available to the Gwich'in Tribal Council to enable them to develop a response to the government proposal.
- After settlement legislation, the Gwich'in Tribal Council may request government for information about any current discussions regarding shared drainage basin agreements, and for an overview of any proposals for shared drainage basin agreements.

Project: Agreements to compensate for loss or damage which may be caused by developments within the settlement area

Project Manager: Land and Water Board

Participant/Liaison: Gwich'in Tribal Council, Applicant for water use

Obligation Addressed: No water use anywhere in the settlement area which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to Gwich'in lands, when such waters are on or flowing through or adjacent to Gwich'in lands, shall be authorized by the Land and Water Board unless the applicant for the authorization has entered into an agreement with the Gwich'in Tribal Council to compensate the Gwich'in for loss or damage which may be caused by such alteration, or the Land and Water Board has made an order for compensation under 19.1.16(a).

Referenced Clauses: 19.1.15, also 19.1.16, 19.1.17, also 19.1.8, 19.1.14, 24.4.5(a)(viii)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Application to the Land and Water Board for a water use authorization	applicant	on-going
2. Application is reviewed and a determination is made if the requested water use will likely substantially alter the quality, quantity or rate of flow on or flowing through or adjacent to Gwich'in lands	Land and Water Board	within time-frame established by the Board
3. If the Land and Water Board is of the opinion that the water use would likely result in a substantial alteration which would affect Gwich'in lands, the applicant and the Gwich'in Tribal Council are advised of the need to reach an agreement within a time limit established by the Board on compensation for loss or damage	Land and Water Board	as soon as possible after forming the opinion
4. Negotiations toward an agreement on compensation for possible loss or damage to Gwich'in	applicant for water use, Gwich'in Tribal Council	after being informed by Board of opinion of likely substantial alteration
5. If agreement is not reached within the time limit established by the Board, either party may refer the matter of compensation to the Board and the Board shall determine compensation		

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. The competent water authority may authorize a water use prior to the Land and Water Board making an order respecting compensation if there is no alternative which could reasonably satisfy the requirements of the applicant and there are no reasonable measures whereby the applicant could avoid the interference	Land and Water Board	

Legislative/Regulatory Amendments

- As required

Planning Assumptions:

- In determining the amount of compensation payable to the Gwich'in in respect of a water use the Land and Water Board will consider the factors in 19.1.17(a) to (e).
- The activities listed above are intended as a suggested guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

Project: Agreements to compensate for loss or damage which may be caused by developments outside the settlement area

Project Manager: Land and Water Board

Participant/Liaison: Gwich'in Tribal Council, Applicant for water use

Obligation Addressed: Where a water use is proposed outside the settlement area, but within the Northwest Territories, which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or through or adjacent to Gwich'in lands, when such waters are on or flowing through or are adjacent to Gwich'in lands, the water use shall not be authorized by the competent water authority unless the applicant for the water use has entered into an agreement with the Gwich'in Tribal Council under 19.1.15 or the Land and Water Board has made an order under 19.1.16(a).

Referenced Clauses: 19.1.18, also 19.1.8, 19.1.14, 19.1.16, 19.1.17
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Application to the competent water authority for a water use authorization outside the Gwich'in settlement area, but within the NWT with a copy to the Land and Water Board	applicant	on-going
2. Application is reviewed and a determination is made if the requested water use will substantially alter the quality, quantity or rate of flow on or flowing through or adjacent to Gwich'in lands	Land and Water Board	
3. If the Land and Water Board is of the opinion that the water use would likely result in a substantial alteration which would affect Gwich'in lands, the applicant and the Gwich'in Tribal Council are advised of the need to reach an agreement on compensation for loss or damage which may occur within a time limit established by the Board, and the competent water authority advised of the opinion of the Land and Water Board and the requirement for an agreement between the applicant and the Gwich'in Tribal Council	Land and Water Board	
4. Negotiations toward an agreement on compensation for possible loss or damage to Gwich'in	applicant for water use, Gwich'in Tribal Council	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
5. If agreement is not reached within the time limit established by the Land and Water Board, either party may refer the matter of compensation to the Land and Water Board in the Gwich'in settlement area and the Board shall determine compensation		
6. The competent water authority may authorize a water use prior to the Land and Water Board making an order respecting compensation if there is no alternative which could reasonably satisfy the requirements of the applicant and there are no reasonable measures whereby the applicant could avoid the interference	competent water authority	

Planning Assumptions:

- In determining the amount of compensation payable to the Gwich'in in respect of a water use the Land and Water Board will consider the factors in 19.1.17(a) to (e).
- The activities listed above are intended as a suggested guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

Project: Legislation providing for fees or charges attached to the exercise of access

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Unless otherwise provided by legislation enacted after consultation with the Gwich'in Tribal Council, there shall be no fee or charge attached to the exercise of access provided in 20.2, 20.3.1, 20.3.5, 20.3.6, 20.4.1(a), 20.4.2, 20.4.3, 20.4.5 and 20.4.6(b).

Referenced Clauses: 20.1.6, also 20.2, 20.3.1, 20.3.5, 20.3.6, 20.4.1(a), 20.4.2, 20.4.3, 20.4.5, 20.4.6(b)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of proposed legislation to attach a fee or charge to the exercise of access as provided in 20.2, 20.3.1, 20.3.5, 20.3.6, 20.4.1(a), 20.4.2, 20.4.3, 20.4.5, and 20.4.6(b); provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	government	
4. Decision made whether to proceed with the proposal	government	

Legislative/Regulatory Amendments:

- As proposed

Project: Terms and conditions attached to certain types of access to Gwich'in lands

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Government, Arbitration Panel

Obligation Addressed: (a) The Gwich'in Tribal Council may propose terms and conditions, other than fees or charges, for the exercise of access pursuant to 20.2, 20.3.1, 20.4.2 or 20.4.3, in accordance with the following:

(i) the Gwich'in Tribal Council shall consult with government and attempt to reach agreement on the proposed terms and conditions,

(ii) if agreement cannot be reached, the Gwich'in Tribal Council or the government may refer the matter to arbitration pursuant to chapter 6, and

(iii) conditions may not be imposed in relation to law enforcement or inspections authorized by law,

but may not otherwise establish terms or conditions for the exercise of access rights pursuant to chapter 20. This provision is not intended to restrict the establishment of any terms and conditions agreed to by a person to whom such terms or conditions would apply.

(b) Terms and conditions pursuant to (a) may include the identification of areas, locations, seasons or times in respect of which such access is restricted by reason of the protection of the environment; conflict with Gwich'in harvesting or other Gwich'in uses of land; conservation of wildlife and wildlife habitat; protection of Gwich'in communities and camps; and requirements for notice or registration by persons exercising such access.

Referenced Clauses: 20.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Terms and conditions, other than fees or charges, are proposed for the exercise of access pursuant to clauses 20.2, 20.3.1, 20.4.2, or 20.4.3 and communicated to the federal and territorial implementation secretariats	Gwich'in Tribal Council	on-going
2. The proposed terms and conditions are reviewed, and the Gwich'in Tribal Council is advised as to who will represent government in reaching an agreement on the proposed terms and conditions	federal and territorial implementation secretariats	
3. Discussions toward reaching an agreement on the terms and conditions are held	Gwich'in Tribal Council, government	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
4. If agreement cannot be reached, either party may refer the matter to arbitration	Gwich'in Tribal Council, government	
5. Terms and conditions of access are determined by arbitration	Arbitration Panel	
6. Terms and conditions reached through agreement or as determined by an arbitrator are made public and are applied to persons having a right of access to Gwich'in lands pursuant to clauses 20.2, 20.3.1, 20.4.2, or 20.4.3.	Gwich'in Tribal Council	

Project: Designation of routes for public access across Gwich'in lands

Project Manager: Gwich'in

Participant/Liaison: Members of Public

Obligation Addressed: Members of the public may cross Gwich'in lands and waters overlying such lands to exercise a right, interest or privilege on adjacent lands or waters, such as to go to or from their place of work or to or from a place of recreation. Where practicable, such crossings shall take place either on routes designated by the local designated Gwich'in organization or upon prior notice to it.

**Referenced Clauses:
(Gwich'in agreement)** 20.2.3(a)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Identify designated routes for public access across Gwich'in lands and prepare maps or other appropriate description of the designated routes	Gwich'in	in progress
2. Where designated routes are not identified, or where practicable, the local designated Gwich'in organization will be given prior notice of the access	member of public	as required

Project: Government access to Gwich'in lands

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council, Arbitration Panel

Obligation Addressed: Agents, employees, contractors of government and members of the Canadian Armed Forces shall have the right to enter, cross and stay on Gwich'in lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out inspections pursuant to law and to enforce laws. Government shall give prior notice of such access to the Gwich'in Tribal Council when, in the opinion of government, it is reasonable to do so.

If government requires the continuous use or occupancy of Gwich'in lands for more than two years, such use or occupancy shall be on terms negotiated between government and the Gwich'in Tribal Council. Failing agreement on the terms, the matter shall be referred to arbitration pursuant to chapter 6.

Referenced Clauses: 20.3.1, 20.3.2, also 6.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The Gwich'in Tribal Council is given prior notice of government access to Gwich'in lands, when it is reasonable	government	as required
2. If a particular department, agency or contractor of government requires the continuous use or occupancy of certain Gwich'in lands for more than 2 years, the Gwich'in Tribal Council shall be approached to negotiate the terms of such use or occupancy	government	
3. If agreement on the terms is not reached by the 2 year anniversary of the continuous use or occupancy of certain Gwich'in lands, the matter shall be referred to arbitration	Arbitration Panel	
4. Use or occupancy of certain Gwich'in lands beyond the two year period will be on the terms negotiated or on the terms determined by arbitration	government, Gwich'in Tribal Council, arbitrator	

Project: Access to Gwich'in lands for military manoeuvres

Project Manager: Department of National Defence (DND)

Participant/Liaison: Gwich'in Tribal Council, Arbitration Panel

Obligation Addressed: In addition to access provided by 20.3.1, the Department of National Defence and the Canadian Armed Forces may have access to Gwich'in lands and waters overlying such lands for military manoeuvres after the negotiation of an agreement with respect to contact persons, areas, timing, land use rent, compensation for damages caused to lands or property, and any other matter. If an agreement is not reached, the parties may refer the matter of the terms of the agreement to arbitration pursuant to chapter 6.

Referenced Clauses: 20.3.3(a), also 6.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council advised of request for access to Gwich'in lands for military manoeuvres	DND	as required
2. Negotiations entered into to reach an agreement on the terms of access	DND, Gwich'in Tribal Council	
3. If an agreement is not reached, the parties may refer the matter of the terms of the agreement to arbitration	DND, Gwich'in Tribal Council	
4. The terms determined by the arbitrator shall be conclusive and binding	arbitrator	
5. Access will be granted on the terms negotiated, or on the terms determined by arbitration	Gwich'in Tribal Council	

Training/Economic Opportunities:

- As may be provided in the terms of access

Project: Advance notice of military exercises or operations in the settlement area

Project Manager: Department of National Defence (DND)

Participant/Liaison: Local inhabitants

Obligation Addressed: Government shall give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area.

Referenced Clauses: 20.3.4
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Reasonable advance notice of military exercises or operations given to local inhabitants of any area to be affected in the settlement area	DND	as required

Project: Establishment of navigational aids and safety devices along navigable waters

Project Manager: Department of Fisheries and Oceans (DFO)-Canadian Coast Guard

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Notwithstanding 20.3.2, government may establish, on Gwich'in lands, after consultation with the Gwich'in Tribal Council, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device shall not exceed two hectares (approximately five acres), for range markers and buoy transits; and 30.48 metres (100 feet) by 30.48 metres (100 feet), for single beacons.

Referenced Clauses: 20.3.5, also 20.3.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to establish, on Gwich'in lands, a navigational aid or safety device along the shoreline of a navigable water where the area occupied will not exceed 2 hectares (approximately 5 acres), for range markers and buoy transits; and 30.48 metres (100 feet) by 30.48 metres (100 feet), for single beacons; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	DFO-Canadian Coast Guard	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	DFO-Canadian Coast Guard	
4. Decision made whether to proceed with proposal	DFO-Canadian Coast Guard	
5. Decision communicated to the Gwich'in Tribal Council	DFO-Canadian Coast Guard	

Planning Assumptions:

- The relevant provisions of chapter 10 will be applied in the issuance of any contracts by government in the Gwich'in settlement area for work associated with navigational aids and safety devices.

Project: Access to Gwich'in land by public utilities

Project Manager: Public Utilities

Participant/Liaison: Gwich'in Tribal Council, Surface Rights Board

Obligation Addressed: Any person authorized by legislation to provide to the public electrical power, telecommunications services or similar public utilities, not to include pipelines for the transmission of hydrocarbons, shall have access to Gwich'in lands and waters overlying such lands to carry out assessments, surveys and studies in relation to proposed services. Such persons shall consult with the Gwich'in Tribal Council prior to exercising such access. Where such access results in damage to Gwich'in lands or interference with Gwich'in use of and peaceable enjoyment of Gwich'in lands, such person shall compensate the Gwich'in in an amount agreed to by that person and the Gwich'in Tribal Council or, failing such agreement, in an amount determined by the Surface Rights Board.

Referenced Clauses: 20.3.6(a), 20.3.6(b), also 26.2, 26.3.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council will be informed of the intent to carry out assessments, surveys and studies on Gwich'in lands in relation to proposed services	public utility	as required
2. Public utility will be informed of Gwich'in views regarding the proposed access	Gwich'in Tribal Council	
3. Gwich'in Tribal Council will be advised of the nature and timing of the access	public utility	
4. If Gwich'in claim damage to Gwich'in lands or interference with Gwich'in use of Gwich'in lands, a written claim is submitted to the public utility	Gwich'in Tribal Council	
5. Negotiations undertaken to resolve claim Tribal Council	public utility, Gwich'in	
6. Failing an agreement on the claim, either party may refer the matter to the Surface Rights Board	public utility, Gwich'in Tribal Council	
7. Validation of the claim	Surface Rights Board	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
8. Determination of compensation if claim is validated	Surface Rights Board	
9. Payment of any compensation agreed to, or determined by the Surface Rights Board		
10. Until such time as surface rights legislation is in effect, matters to be determined by SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.		

Project: Amendment to an existing right of access to Gwich'in lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND), Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Any amendment to an existing right described in 20.4.1(a) other than a renewal, replacement, extension of term, or transfer of such existing right shall require the agreement of the Gwich'in Tribal Council or, failing such agreement, an order of the Surface Rights Board.

Referenced Clauses: 20.4.1(c), also 20.4.1(a)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. When an amendment to an existing right to Gwich'in lands is being proposed, the Gwich'in Tribal Council is notified	rights holder	as required
2. Negotiations are held to seek an agreement on the proposed amendment	rights holder, Gwich'in Tribal Council	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board		
4. The proposed amendment to the existing right is authorized by an order or is rejected	Surface Rights Board	
5. If an agreement is reached with the Gwich'in Tribal Council or an order of the Surface Rights Board is obtained, an amendment to the existing right is authorized	licensing authority	
6. Until such time as surface rights legislation is in effect, matters to be determined by SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.		

Project: Access to Gwich'in lands in the course of conducting a commercial activity

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Person conducting a commercial activity

Obligation Addressed: (a) Any person has the right to use, in the course of conducting a commercial activity:

- (i) navigable rivers and other navigable waters that can be entered from such rivers where such waters overlie Gwich'in lands;
- (ii) portages on Gwich'in lands associated with navigable rivers and other navigable waters that can be entered from such rivers; and
- (iii) waterfront lands within Gwich'in lands, associated with navigable rivers and other navigable waters that can be entered from such rivers;

for travel by water.

(b) The rights specified in (a) must be exercised using the most direct route and by minimizing use of the portages and waterfront lands in (a).

(c) The rights specified in (a)(ii) and (iii) are subject to the conditions that:

- (i) prior notice be given to the Gwich'in Tribal Council;
- (ii) no permanent or seasonal camp or structure be established on lands to which such rights apply;
- (iii) there be no significant alteration or damage to the lands to which such rights apply; and
- (iv) no commercial activity, other than such activity as is necessarily incidental to travel, be conducted on the lands to which such rights apply.

(d) If any person is unable to comply with the conditions in (b), (c) or 20.1.4, the rights in (a) may only be exercised with the agreement of the Gwich'in Tribal Council, or failing such agreement, an order of the Surface Rights Board.

(e) Locations where the rights of access in (a)(ii) and (iii) are restricted are set out in schedule XIV, appendix F.

**Referenced Clauses:
(Gwich'in agreement)** 20.4.2, also 20.1.4, schedule XIV of appendix F

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Notice given to Gwich'in Tribal Council that the right to use, in the course of conducting a commercial activity, navigable waters which overlie Gwich'in lands and portages and waterfront lands associated with such waters is being exercised pursuant to conditions set out in 20.4.2(a)	person with right to use	as required
2. If the person with the right to use is unable to comply with the conditions set out in 20.4.2(b), 20.4.2 (c), or 20.1.4, the right to use may only be exercised with the agreement of the Gwich'in Tribal Council	person with right to use, Gwich'in Tribal Council	
3. If agreement is not reached, either party may apply to the Surface Rights Board for an entry order	person with right to use, Gwich'in Tribal Council	

Project: Access across Gwich'in lands to reach adjacent lands or waters for commercial purposes

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Person with a commercial purpose

Obligation Addressed: Any person who requires access across Gwich'in lands and waters overlying such lands to reach adjacent lands or waters for commercial purposes has a right to such access provided that the access is of a casual and insignificant nature and prior notice is given to the Gwich'in Tribal Council; or the route used is recognized and being used for such access on a regular basis, whether year round or intermittently, prior to either the date of land withdrawal following land selection or the date of transfer of land where no prior withdrawal takes place, and there is no significant alteration in the use of the route. Subject to the expropriation provisions of this agreement and unless the Gwich'in agree, any access route which may be established or improved after the date of settlement legislation shall remain settlement land and shall not be a highway or public road, by operation of law or otherwise, notwithstanding that the route is established or improved.

Referenced Clauses: 20.4.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Prior notice given to Gwich'in Tribal Council of access of a casual and insignificant nature to cross Gwich'in lands and waters overlying such lands to reach adjacent lands or waters for commercial purposes if the access is not a recognized route used on a regular basis prior to the formal identification of the land selection	person with commercial purposes on adjacent lands	as required
2. Unless agreed to by the Gwich'in Tribal Council, any access route established or improved after settlement legislation shall not be a highway or public road	Gwich'in Tribal Council	

Project: Reasonably required access across Gwich'in lands to reach adjacent lands for a commercial purpose

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Person with a commercial purpose on adjacent lands

Obligation Addressed: (a) Any person who reasonably requires access across Gwich'in lands and waters overlying such lands to reach adjacent lands or waters for a commercial purpose has a right to such access with the agreement of the Gwich'in Tribal Council or, failing such agreement, an order of the Surface Rights Board.

(b) Notwithstanding 26.2.1(b), the Surface Rights Board shall not make an order under (a) unless it is satisfied that such access is reasonably required. The Board shall ensure that any access is by a suitable route least harmful to the Gwich'in.

Referenced Clauses: 20.4.4, also 26.2.1(b), 26.3.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified that a person requires access across Gwich'in lands	person seeking access	as required
2. Discussions toward an agreement to permit requested access	Gwich'in Tribal Council, person seeking access	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board	Gwich'in Tribal Council, person seeking access	
4. A determination is made if the requested access is reasonably required	Surface Rights Board	
5. If the requested access is reasonably required, an entry order is issued for a suitable route least harmful to the Gwich'in	Surface Rights Board	
6. Until such time as surface rights legislation is in effect, matters to be determined by SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.		

Project: Access to Gwich'in lands to explore, develop, produce or transport minerals

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Person with a mineral right

Obligation Addressed: Subject to 20.4.6(b), any person having a right to explore, develop or produce minerals under or on Gwich'in lands has a right of access to Gwich'in lands and waters overlying such lands for the purposes of exploring, developing, producing or transporting minerals with the agreement of the Gwich'in Tribal Council or, failing such agreement, an order of the Surface Rights Board.

Referenced Clauses: 20.4.6(a), also 20.4.6(b), 26.3.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified that a person having a right to explore, develop, or produce minerals under or on Gwich'in lands is seeking access for those purposes, including transportation of the minerals	person with access right	as required
2. Discussions toward an agreement to permit requested access	Gwich'in Tribal Council, person seeking access	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board	Gwich'in Tribal Council, person seeking access	
4. Entry order issued	Surface Rights Board	
5. Until such time as surface rights legislation is in effect, matters to be determined by SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.		

Project: Access to Gwich'in lands where the Crown retains the mineral interest for the purpose of prospecting

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Licensed Prospectors

Obligation Addressed: Notwithstanding 20.4.1, persons having a right to prospect for minerals and to locate claims and who do not require a land use permit for the exercise of such rights, shall have access to Gwich'in lands described in 18.1.2(a) and waters overlying such lands provided that notice, including such person's address, shall be given to the Gwich'in Tribal Council at least seven days prior to entry on such Gwich'in lands; and such notice shall specify the National Topographic System map sheet (1:50,000 scale) or claim sheets includes the Gwich'in lands to which access is required.

Referenced Clauses: 20.4.6(b), also 18.1.2(a)
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified, as set out in clause 20.4.6(b)(I) and (ii), that the person having a right to prospect for minerals and to locate claims who does not require a land use permit for the exercise of such rights is going to exercise the right of access to Gwich'in lands where the Crown has retained the mineral interest	licensed prospector	as required

Project: Notification prior to opening any lands for oil and gas exploration

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Prior to opening any lands in the settlement area for oil and gas exploration, government shall notify the Gwich'in Tribal Council, provide it with an opportunity to present its views to government on the matter, including benefits plans and other terms and conditions to be attached to rights issuance, and consider such views.

Referenced Clauses: 21.1.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Notify Gwich'in Tribal Council of proposal to open lands in the settlement area for oil and gas exploration, and provide it with an opportunity to present its views to government on the matter, including benefits plans and other terms and conditions to be attached to a rights issuance	DIAND	as required
2. Issue reviewed and views forwarded to DIAND	Gwich'in Tribal Council	
3. Gwich'in views presented to Minister for consideration	DIAND	
4. Gwich'in advised of Call announcement	DIAND	on announcement date

Project: Consultation prior to oil and gas exploration, and prior to oil and gas development or production

Participant/Liaison: Developer, Gwich'in Tribal Council (GTC)

Obligation Addressed: Before any oil and gas exploration takes place, the person proposing to explore and the Gwich'in Tribal Council shall consult on the exercise of the person's exploration rights with respect to the matters listed in (a) to (h) below. Similar consultations shall be held before the exercise of a developer's rights to develop or produce:

(a) environmental impact of the activity and mitigative measures;

(b) impact on wildlife harvesting and mitigative measures;

(c) location of camps and facilities and other related site specific planning concerns;

(d) maintenance of public order including liquor and drug control;

(e) Gwich'in employment, business opportunities and contracts, training orientation and counselling for Gwich'in employees, working conditions and terms of employment;

(f) expansion or termination of activities;

(g) a process for future consultations; and

(h) any other matter of importance to the Gwich'in or the person.

Such consultations are not intended to result in any obligations in addition to those required by legislation.

Referenced Clauses: 21.1.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation with the Gwich'in with respect to the exercise of exploration rights with respect to the matters listed in 21.1.3(a) to (h)	developer, GTC	prior to exercise of rights
2. Consultation with the Gwich'in with respect to the exercise of rights to develop or produce with respect to the matters listed in 21.1.3(a) to (h)	developer, GTC	prior to exercise of rights

Planning Assumptions:

- Such consultations shall be consistent with the definition of consultation provided in the Gwich'in agreement.
- Such consultations are not intended to result in any obligations in addition to those required by legislation.

Project: Consultation prior to mineral exploration, and prior to mineral development or production

Participant/Liaison: Developer, Gwich'in Tribal Council (GTC)

Obligation Addressed: Any person who proposes to explore for minerals other than oil and gas and who requires a land use permit or water licence shall consult the Gwich'in Tribal Council as provided in 21.1.3.

Similar consultations shall be held before the exercise of a developer's right to develop or produce minerals other than oil and gas.

Referenced Clauses: 21.1.4, 21.1.5
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation with the Gwich'in with respect to the exploration for minerals, other than oil and gas, when requiring a land use permit or water licence, with respect to the matters listed in 21.1.3(a) to (h)	developer, GTC	prior to exercise of rights
2. Consultation with the Gwich'in with respect to the exercise of rights to develop or produce minerals, other than oil and gas, with respect to the matters listed in 21.1.3(a) to (h)	developer, GTC	prior to exercise of rights

Planning Assumptions:

- Such consultations shall be consistent with the definition of consultation provided in the Gwich'in agreement.
- Such consultations are not intended to result in any obligations in addition to those required by legislation.

Project: Gwich'in involvement in a Northern Accord on oil and gas development

Project Manager: Government of the Northwest Territories - Department of Resources, Wildlife and Economic Development (RWED)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Government of the Northwest Territories shall involve the Gwich'in in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated pursuant to the enabling agreement, dated September 5, 1988, between Canada and the Government of the Northwest Territories.

Referenced Clauses: 21.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council contacted regarding the development of any Northern Accord on oil and gas development in the Northwest Territories	RWED	after settlement legislation
2. Discussions held to identify nature of Gwich'in involvement in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated pursuant to the enabling agreement, dated September 5, 1988, between Canada and the Government of the Northwest Territories	Gwich'in Tribal Council, RWED	
3. Gwich'in involved in the development and implementation of the referenced Northern Accord	RWED	

Training/Economic Opportunities:

- The implementation of any Northern Accord in the Gwich'in settlement area may present a number of training and economic opportunities.

Planning Assumptions:

- Memorandum of Intent on Devolution and Resource Revenue Sharing was endorsed by the Intergovernmental Forum on May 22, 2001.
- To assist Aboriginal Groups, including the GTC, in the formal negotiations process, Canada and the GNWT agree to contribute funding to ensure their participation in the process.
- All parties have secured negotiating mandates and negotiations have begun.

Project: Consultation in relation to any proposed subsurface resources legislation which only affects the North

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Government agrees to consult the Gwich'in Tribal Council in relation to any proposed legislation which affects only the Northwest Territories or only Yukon and the Northwest Territories and which regulates the exploration, development, or production of sub-surface resources in the settlement area, or establishes requirements for sub-surface rights issuance in relation to sub-surface resources in the settlement area.

Referenced Clauses: 21.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposed legislation which affects the Northwest Territories or only Yukon and the Northwest Territories and which will regulate the exploration, development, or production of sub-surface resources or which establishes requirements for sub-surface rights issuance; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	DIAND	on-going
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	DIAND	

Legislative/Regulatory Amendments:

- As proposed

Project: Interim Measure

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council (GTC), Developer

Obligations Addressed:

(a) Prior to the transfer of jurisdiction described in 21.1.6, any person who proposes to explore for, develop or produce oil and gas on Gwich'in lands described in 18.1.2(a) shall, in addition to any other obligations under this agreement, submit a benefits plan to the Minister of Indian Affairs and Northern Development for approval.

(b) The Minister of Indian Affairs and Northern Development may require that the benefits plan in (a) contain provisions to ensure access to training and employment opportunities and to facilitate participation by the Gwich'in in the supply of goods and services.

(c) Any person who proposes to explore for, develop or produce oil and gas on Gwich'in lands described in 18.1.1(a) shall consult the Gwich'in Tribal Council prior to the submission and during the implementation of the benefits plan.

(d) The obligations in 21.2.1 shall remain in effect until the Government of the Northwest Territories enacts legislation with respect to benefits from oil and gas activities on the Gwich'in lands referred to in 18.1.2(a).

(e) Government shall consult the Gwich'in Tribal Council in the preparation of any policies or legislation to implement 21.2.1.

Referenced Clauses: 18.1.2(a), 21.1.6, 21.2.1, 21.2.2, 21.2.3
(Gwich'in Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Notify the GTC of a proposal to explore for, develop or produce oil and gas on Gwich'in lands described in 18.1.2(a) and provide a proposed benefits plan; provide the GTC with a reasonable period of time to prepare its views on the matter; and provide the GTC with an opportunity to present its views	developer	as required
2. Proposal reviewed and views presented to Canada	GTC	within period provided
3. Give full and fair consideration to the views presented	developer	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
4. Submit benefits plan to the Minister of DIAND	developer	along with proposal to explore for, develop or produce oil and gas on Gwich'in lands described in 18.1.2(a)
5. Decide whether to issue right to explore for, develop or produce oil and gas on Gwich'in lands described in 18.1.2(a) and on what terms, including the benefits plan	Minister, DIAND	
6. The GTC is consulted during the implementation of the benefits plan	developer	

Project: Acquisition of Gwich'in municipal lands for public purposes

Project Manager: Government

Participant/Liaison: Gwich'in

Obligation Addressed: Gwich'in municipal lands may be acquired by means of expropriation in accordance with legislation in respect of expropriation, provided that the requirements specified in 23.1.4 and 23.1.6 shall apply to any such expropriation, or the process specified in 22.3.2, 22.3.3 and 22.3.4.

The Gwich'in agree that Gwich'in municipal lands can be made available to local governments for the purpose of public road and utility corridors which will be of general advantage to the community. To this end, a designated Gwich'in organization shall enter into negotiations with a local government which proposes to acquire Gwich'in municipal lands for public roads or utility corridors.

Referenced Clauses: 22.3.1, 22.3.2, also 22.3.3, 22.3.4, 23.1.4, 23.1.6, 6.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Identify Gwich'in municipal lands for which expropriation action is anticipated	government	as required
2. Notify Gwich'in of lands required and propose negotiations	government	
3. If land required does not exceed 10% of the total area of the parcel negotiations, proceed based on the value of the improvements situated on the land to be expropriated	government, Gwich'in	
4. If land required exceeds 10% of the area of a parcel, the provisions of chapter 23 apply	expropriating authority, Gwich'in	
5. Financial compensation and/or exchange parcel of land agreed to		
6. If negotiations fail, either party may refer the issue to arbitration		
7. The arbitrator makes a decision consistent with the provisions in 22.3.4	arbitrator	
8. Status of the land involved is changed	government	

Legislative/Regulatory Amendments:

- As may be required to change the status of the land

Project: Payment of real property taxes on Gwich'in municipal lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Government of the Northwest Territories (GNWT) - Municipal and Community Affairs (MACA), Municipal Taxing Authorities

Obligation Addressed: (a) To assist in the post settlement transition, the Government of Canada agrees to pay to local governments any real property taxes levied for 15 years from the date of settlement legislation in respect of Gwich'in municipal lands which,

(i) prior to the date of this agreement, were lands noted within the Land Register of the Department of Indian Affairs and Northern Development as reserved in the name of the Indian Affairs Branch; or

(ii) were lands intended to replace such lands in (i) as were unavailable for selection and which were identified for this purpose at the time of land selection.

(b) During the 15-year period in (a), Canada shall have the same rights in respect of any assessment of taxes as a property owner.

(c) Schedule XV of appendix F is a complete list of the lands referred to in (a).

Referenced Clauses: 22.4.4, also schedule XV of appendix F
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Provide to GNWT (MACA) a list of Indian Affairs Branch (IAB) lands selected within local government boundaries, and lands intended to replace such lands	DIAND	complete
2. In non-municipal taxing authorities, MACA will record these lands in the name of Government of the Northwest Territories/Finance (agent), who will send the tax bills to DIAND	MACA/Finance	complete
3. The municipal taxing authorities will record these lands in the name of DIAND and send the assessment notice and the tax bills to DIAND	municipal taxing authorities	for 15 years after settlement legislation
4. DIAND pays real property taxes to GNWT/Finance or to the municipal taxing authority	DIAND	for 15 years after settlement legislation

Project: Amendment of Home Owners Property Tax Rebate Act

Project Manager: Government of the Northwest Territories - Municipal and Community Affairs (MACA)

Obligation Addressed: Any participant who owns and occupies a residence on Gwich'in municipal lands shall be eligible to apply for a property tax rebate pursuant to the *Home Owners Property Tax Rebate Act* R.S.N.W.T, 1988, c. H-4, notwithstanding that title to the land is held by a designated Gwich'in organization.

Referenced Clauses: 22.4.5
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Participant applies for Home Owners Property Tax Rebate.	Participant	annually
2. Payment of Home Owners Property Tax Rebate	MACA	annually

Project: Changes in municipal boundaries

Project Manager: Municipal and Community Affairs (MACA)

Participant/Liaison: Designated Gwich'in Organization, Canada

Obligation Addressed: Prior to any change in a local government boundary the Government of the Northwest Territories shall consult with a designated Gwich'in organization.

(a) Where there is a demonstrated need to change the boundary of a local government, and where such change will include Gwich'in lands, the location of the new boundary shall be negotiated by the Government of the Northwest Territories and the Gwich'in.

(b) Negotiation may include terms and conditions under which Gwich'in lands will be included within a local government boundary.

(c) In negotiating the change of a local government boundary to include Gwich'in lands, government and the Gwich'in shall take into consideration the following factors:

- (i) any cultural, economic or other special value of the lands to the Gwich'in;
- (ii) the Gwich'in need to maintain land for traditional purposes or to maintain a traditional lifestyle;
- (iii) any arrangements for management or self-government affecting Gwich'in lands;
- (iv) the requirements of the local government for a change in its boundary; and
- (v) any other factor deemed relevant by the negotiators.

(d) Where the Government of the Northwest Territories and the Gwich'in fail to reach agreement within 120 days, either party may refer the matter to dispute resolution pursuant to chapter 6.

Once a new local government boundary is established, Gwich'in lands within the boundary shall have the status of Gwich'in municipal lands and Gwich'in lands beyond the boundary shall have the status of settlement lands.

Where a new local government is proposed which would include Gwich'in lands, the designation and establishment of such local governments shall be by way of negotiation and agreement between the Government of the Northwest Territories and the Gwich'in Tribal Council.

**Referenced Clauses:
(Gwich'in agreement)** 22.5, 22.7, also 6.3, 23.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Need to change a municipal boundary is determined	MACA	as required
2. Gwich'in notified of the proposed change of a municipal boundary; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	MACA	
3. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
4. Full and fair consideration given to views presented	government	
5. If the proposed local government boundary encompasses Gwich'in lands, the location of the boundary is negotiated	government, Gwich'in Tribal Council	
6. If agreement is not reached either party may refer the matter to arbitration		after 120 days of starting negotiations
7. Gwich'in land schedule changed to show change from "settlement lands" to "municipal lands"	government	

Legislative/Regulatory Amendments:

- As may be required to change the schedule of Gwich'in lands

Planning Assumption:

- Designated Gwich'in organization for this activity is the GTC.

Project: Expropriation of settlement lands

Project Manager: Expropriating authority

Participant/Liaison: Canada, Government of the Northwest Territories (GNWT), Gwich'in Tribal Council (GTC)

Obligation Addressed: It is of fundamental importance to maintain the quantum and integrity of settlement lands. Therefore, as a general principle, such lands shall not be expropriated.

Notwithstanding 23.1.2, settlement lands may be expropriated by an expropriating authority in accordance with legislation as modified by the provisions of chapter 23.

Referenced Clauses: 23.1.2, 23.1.3, also 23.1.4 through 23.1.19
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. The Gwich'in are provided with notice of settlement lands required by an expropriating authority	expropriating authority	as required
2. The Gwich'in are given an opportunity to negotiate the location, extent and nature of the interest required by the expropriating authority	expropriating authority, GTC	
3. Negotiations to agree on alternate for the settlement lands of equivalent significance and value as the lands to be expropriated	expropriating authority, GTC	
4. If agreement is not reached on alternate lands, compensation may be in money or a combination of land and money, provided that the expropriation will not reduce the quantum of settlement lands below the initial quantum	expropriating authority, GTC	
5. If agreement is not reached on compensation, the matter, except in the case of an expropriation under the <i>National Energy Board Act</i> , shall be referred to arbitration pursuant to chapter 6 of the agreement	expropriating authority	
6. The parties may agree that the arbitration shall be pursuant to the expropriating authority's statutory authority	expropriating authority, GTC	
7. The arbitrator will determine compensation consistent with the provisions in this chapter	arbitrator	

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
8. In the case of an expropriation under the <i>National Energy Board Act</i> , arbitration shall be as provided under that legislation, except that at least one of the arbitration committee members will be a nominee of the Gwich'in Tribal Council and that the other provisions in 23.1.15 are taken into account	NRCan	
9. In event that suitable alternate lands are not available, there may be an agreement between the parties and government to defer the selection and conveyance of alternate lands with the Gwich'in being credited for such lands provided that the parties sign an agreement on the form and nature of the credit	expropriating authority, GTC, government	
10. Notice given to the Gwich'in that there is an intent to seek approval from the Governor in Council or the Executive Council for the expropriation of settlement lands *	expropriating authority	as required
11. Approval sought from the Governor in Council or the Executive Council of the NWT to proceed with expropriation *	expropriating authority	as required
12. Expropriation effected by an Order in Council expropriating the settlement land and vesting the Gwich'in with the alternate lands	Canada	
13. Triggered by the terms identified in the credit agreement the alternate lands will be agreed upon and conveyed to the Gwich'in by Order in Council	government, GTC	
14. Where expropriated lands are no longer required by the expropriating authority the Gwich'in Tribal Council will be given the first opportunity to purchase them. The lands will not become settlement lands unless government so agrees	expropriating authority, government, GTC	

* Depending on the circumstances, it may be appropriate for the expropriating authority to seek approval of the political authority as soon as a decision to expropriate is made by the authority

Legislative/Regulatory Amendments:

- Amendment of the *Expropriation Act* (NWT) may be required.

Planning Assumptions:

- The reasonable costs of GTC participation in the expropriation process will be covered by the expropriating authority.
- The costs of arbitration is the sole responsibility of the Minister of Natural Resources under sections 88 to 103 of the *National Energy Board Act*.
- The costs of GTC representation on the Arbitration Committee under the *National Energy Board Act* will be covered pursuant to the provisions of that legislation.
- The activities listed above are intended as a guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

Project: Information Publication

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Land and Water Board, Government of the Northwest Territories (GNWT), Environmental Impact Review Board (EIRB)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Publication to describe and explain new management regime for the settlement area	DIAND	complete

Planning Assumptions:

- The Gwich'in Tribal Council, Land and Water Board, the Government of the Northwest Territories and the Environmental Impact Review Board will be consulted in the preparation of the publication.
- Regulations for Part VI of the MVRMA are still being developed.

Project: Coordination of the activities of Boards

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: Legislation shall provide for the co-ordination of the activities of the boards referred to in chapter 24, the Renewable Resources Board and the Surface Rights Board.

Referenced Clauses: 24.1.3 (c), also 3.1.10, 3.1.28
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. A Coordinating group will be struck to: - develop a framework which will allow for the coordination and operation of the land and water regulation boards, the Renewable Resources Board and the Surface Rights Board - make recommendations to government based on the agreement, and the relevant implementation plan, for the planning and development of legislation and to institutions which give effect to the land and water regulation boards	Gwich'in Tribal Council GNWT, DIAND	complete
2. Preparation of drafting guidelines for legislation	government	complete
3. Guidelines go back to the Coordinating group for review	Gwich'in Tribal Council, GNWT, DIAND	complete
4. Drafting of legislation for 3 land and water regulation boards	government	complete
5. Draft legislation to be reviewed	Gwich'in Tribal Council	complete
6. Passage of legislation	government	complete

Planning Assumptions:

- Terms of Reference for the Coordinating group were developed (Attachment A - 1 of initial Implementation Plan)
- Surface Rights Legislation and the establishment of a Surface Rights Board is still not complete.
- A Cumulative Impact Monitoring Working Group (CIMWG) has been established to develop a method for monitoring the cumulative impact of uses and the provision of periodic, independent environmental audits which shall be made public. The work of the CIMWG is still not complete.

Project: Monitoring of cumulative impacts of land and water uses on the environment, and periodic environmental audits

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: (a) The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impacts of land and water uses on the environment in the Mackenzie Valley, and for periodic, independent, environmental audits which shall be made public.

(b) If any board or similar body is established by such legislation to carry out the monitoring and audit functions referred to in (a) in the settlement area, the Gwich'in shall be entitled to a meaningful role in such board or agency to be set out in legislation, after consultation with the Gwich'in Tribal Council.

(c) If the monitoring or environmental audit functions referred to in (a) are carried out in the settlement area by a department of government, the department shall do so in consultation with the Gwich'in Tribal Council.

Referenced Clauses: 24.1.4, also 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation prior to development of legislation: - to determine under which legislation these two functions will be placed;	Coordinating Group	complete
2. Drafting of legislation	Canada	complete
3. Passage of legislation	Canada	complete
4. Establishment of monitoring process	as provided for in legislation	on-going
5. Establishment of a periodic environmental audit process - publication of audit results	as provided for in legislation	ongoing

Legislative/Regulatory Amendments:

- Passage of legislation
- During consultation process identify if any consequential legislative amendments are required

Training/Economic Opportunities:

- Training opportunities associated with potential employment related to the monitoring and environmental audit activities

Planning Assumptions:

- If any board or similar body is established by such legislation to carry out the monitoring and audit functions referred to in 24.1.4(a) in the settlement area, the Gwich'in shall be entitled to a meaningful role in such board or agency to be set out in legislation, after consultation with the Gwich'in Tribal Council.
- If the monitoring or environmental audit functions referred to in 24.1.4(a) are carried out in the settlement area by a department of government, the department shall do so in consultation with the Gwich'in Tribal Council.
- A Cumulative Impact Monitoring Working Group (CIMWG) has been established to develop a method for monitoring the cumulative impact of uses and the provision of periodic, independent environmental audits which shall be made public. The work of the CIMWG is still not complete.

Project: Land Use Planning Board appointments

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: A Planning Board shall be established and shall have jurisdiction, in accordance with the provisions of this agreement, for developing, reviewing and proposing approvals, exceptions and amendments in respect of a land use plan for the settlement area. The Planning Board shall have regard to any land use plan which is in effect for the settlement area at the date of establishment of the Planning Board.

Referenced Clauses: 24.2, also 24.2.2 through 24.2.1, 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation prior to development of legislation	Coordinating Group	complete
2. Drafting of legislation	Canada	complete
3. Passage of legislation	Canada	complete
4. Establishment of Land Use Planning Board - appointment of Board members		complete
* 50% of members nominated by government	government	ongoing, as required
* 50% of members nominated by Gwich'in	Gwich'in Tribal Council	ongoing, as required
* Members appointed	DIAND	ongoing, as required
* nomination of Chairperson	Planning Board members	ongoing, as required
* Chairperson appointed	DIAND	ongoing, as required

Planning Assumptions:

- The Land Use Planning Board shall consist of four members and a Chairperson.

Project: Land Use Planning Board operations

Project Manager: Land Use Planning Board

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: A Planning Board shall be established and shall have jurisdiction, in accordance with the provisions of this agreement, for developing, reviewing and proposing approvals, exceptions and amendments in respect of a land use plan for the settlement area. The Planning Board shall have regard to any land use plan which is in effect for the settlement area at the date of establishment of the Planning Board.

Referenced Clauses: 24.2, also 24.2.2 through 24.2.1, 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establish procedures for the conduct of its business.	Planning Board	complete
2. Prepare budget	Planning Board	annually
3. Review and approve budget	DIAND	annually
4. Carry out duties provided in legislation:	Planning Board	on-going
5. Five Year Review of Land Use Plan	Planning Board	within five years of the approval of the Land Use Plan

Training/Economic Opportunities:

- Training opportunities associated with potential employment by the Planning Board
- Economic opportunities in the event that the Planning Board enters into contracts or similar arrangements

Funding:

- See detailed cost worksheet in Annex C. (Attachment A - 4)
- The Planning Board will submit a work plan and budget for use in the conduct of the five year review of the Land Use Plan for approval by the Minister, DIAND within five years of the approval of the Land Use Plan.

Planning Assumptions:

- The primary responsibility of the Planning Board will be managing the Land Use Plan. It will be responsible to insure that all land and water use authorizations are in compliance with the plan.

Project: Land use planning within local government boundaries

Project Manager: Government of the Northwest Territories (GNWT), Local government

Participant/Liaison: Gwich'in community

Obligation Addressed: Land use planning within local government boundaries shall be the responsibility of the local or territorial government. The local or territorial government shall consult with the relevant Gwich'in community in the development of a community plan.

Referenced Clauses: 24.2.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in community notified of an intention to develop at community government plan; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	GNWT/local government	as required
2. Proposal reviewed and views presented to government	Gwich'in community	within period provided
3. Full and fair consideration given to views presented	GNWT/local government	

Planning Assumptions:

- The responsibility for land use planning within local government boundaries continues to remain the responsibility of the local or territorial government.

Project: Interim Land Use Planning Board

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: Between the date of settlement legislation and the date that the legislation establishing the Planning Board comes into effect, land use planning in the settlement area shall be conducted by an Interim Planning Board on the basis of the plan developed for the settlement area by the Mackenzie Delta-Beaufort Sea Regional Land Use Planning Commission. The Interim Planning Board shall have equal membership from nominees of the Gwich'in Tribal Council and of government, not including the chairperson, who shall be selected by the other members of the Interim Planning Board. Planning by the Interim Planning Board shall be in accordance with the July 28, 1983 "Basis of Agreement for Land Use Planning in the Northwest Territories", together with amending agreements thereto.

Referenced Clauses: 24.2.12, also 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establishment of Interim Land Use Planning Board - appointment of Board members * 50% of members nominated by government * 50% of members nominated by Gwich'in * Chairperson selected by Board members	government Gwich'in Tribal Council	complete
2. Prepare budget	Interim Board	complete
3. Review and approve budget	DIAND	complete
4. Approve policies and procedures	Interim Board	complete
5. Dissemination of the Beaufort/Delta Land Use Planning Commission Plan or draft plan	Interim Board	complete
6. Review work of the Beaufort/Delta Land Use Planning Commission and prepare appropriate recommendations to the Planning Board regarding the Beaufort/Delta Land Use Planning Commission Plan vis-a-vis the Gwich'in Comprehensive Land Claim Agreement	Interim Board	complete

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
7. Monitor Beaufort/Delta Land Use Planning Commission Plan - establish contact with government departments and agencies responsible for implementing the plan - receive views regarding the implementation of the plan - prepare annual reports on the plan	Interim Board	complete
8. Provide interpretation of the Beaufort/Delta Land Use Planning Commission Plan - deal with questions of interpretation and application of the plan to the settlement area	Interim Board	complete
9. Liaise with land use planning bodies in adjacent planning areas	Interim Board	complete

Project: Environmental Impact Review Board appointments

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Aboriginal Groups, Government of the Northwest Territories (GNWT), Canadian Environmental Assessment Agency (CEAA)

Obligation Addressed: All development proposals in the Mackenzie Valley, including development proposals in relation to Gwich'in lands, shall be subject to the process of environmental impact assessment and review as set out in 24.3.

An Environmental Impact Review Board ("the Review Board") shall be established as the main instrument for the conduct of environmental impact assessment and review in the Mackenzie Valley. The Review Board shall have equal membership from nominees of aboriginal groups and of government, not including the chairperson. No less than one member of the Board shall be a nominee of the Gwich'in Tribal Council.

Referenced Clauses: 24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establishment of Review Board		complete
- Appointment of Board members		
* 50% of members nominated by government	government	as required
* 50% of members nominated by aboriginal groups, with at least one nominated by the Gwich'in	aboriginal groups, Gwich'in Tribal Council	as required
* appoint members	DIAND	ongoing, as required
* nominate Chairperson	Review Board	as required
* appoint Chairperson	DIAND	as required

Project: Environmental Impact Review Board operations

Project Manager: Environmental Impact Review Board

Participant/Liaison: Gwich'in Tribal Council, Aboriginal Groups, Government of the Northwest Territories (GNWT), Canadian Environmental Assessment Agency (CEAA) Department of Indian Affairs and Northern Development (DIAND)

Obligation Addressed: All development proposals in the Mackenzie Valley, including development proposals in relation to Gwich'in lands, shall be subject to the process of environmental impact assessment and review as set out in 24.3.

An Environmental Impact Review Board ("the Review Board") shall be established as the main instrument for the conduct of environmental impact assessment and review in the Mackenzie Valley. The Review Board shall have equal membership from nominees of aboriginal groups and of government, not including the chairperson. No less than one member of the Board shall be a nominee of the Gwich'in Tribal Council.

Referenced Clauses: 24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation prior to development of legislation	DIAND, Gwich'in	complete
2. Drafting of legislation	Canada	complete
3. Passage of legislation	Canada	complete
4. Establish rules and procedures	Review Board	complete
5. Prepare budget	Review Board	annually
6. Review and approve budget	DIAND	annually
7. Carry out duties provided in legislation	Review Board	ongoing

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
<p>8. Administer legislation</p> <ul style="list-style-type: none"> - Assess development proposals to determine whether the proposed development will likely have a significant adverse impact on the environment or cause significant public concern. - The Review Board may propose and recommend terms and conditions to the Minister - The Review Board may determine that an environmental impact review be conducted - An environmental impact review will be conducted by a panel of the Review Board: <ul style="list-style-type: none"> * 50% of the members of the panel, not including the chairperson, will be nominees of the Gwich'in when cause for concern is wholly within the settlement area * select chairperson * at least one nominee of the Gwich'in will be appointed to the panel in cases when the cause for concern is partially within the settlement area * the panel may include persons appointed by the Review Board because of their special expertise - The Review Board will have the power to subpoena witnesses and documents - An environmental impact review shall include: <ul style="list-style-type: none"> * a submission by the proponent of an impact statement * an analysis by the Review Board as considered appropriate * public consultations or hearings in affected communities * a report to the Minister with recommendations 	Review Board	on-going
<p>9. Where an environmental review is to be conducted for a development proposal wholly within the Mackenzie Valley, pursuant to the Environmental Assessment and Review Process Guidelines Order, CEAA and the Review Board shall consult and shall establish a joint review panel</p>	Review Board/CEAA	as required
<p>10. Where the Minister of the Environment establishes a panel to review a proposal which overlaps the Mackenzie Valley, no less than one quarter of the members not including the chairperson, shall be nominees of aboriginal groups</p>	CEAA	as required

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
11. The Minister shall consider the report and recommendation of the Review Board or a joint panel and make a decision	Minister, DIAND	as required

Training/Economic Opportunities:

- Training opportunities associated with potential employment by the Review Board
- Economic opportunities in the event that the Review Board enters into contracts or similar arrangements

Funding:

- See Annex C, paragraph 2.
- When the Review Board recommends to the Minister, DIAND that a review be conducted pursuant to section 24.3.5(b), the Review Board will include with the recommendation a budget for the review and approval of the Minister, DIAND.
- The Minister, DIAND accepts the recommendation that a review be conducted, the associated budget may be accepted in its entirety or in an amended form, as deemed by the Minister, DIAND to be appropriate
- Approved funds will be forwarded to the Board by the Minister, DIAND for use of the Review Panel in the conduct of its review

Planning Assumptions:

- The consultation prior to development of legislation was dealt with by the Coordinating Group established to deal with coordination among the boards.

Project: Land and Water Board appointments

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: A single Land and Water Board shall be established to regulate land and water use throughout the settlement area, including Gwich'in lands.

The objective of the Land and Water Board is to provide for conservation, development and utilization of the land and water resources of the settlement area in a manner that will provide the optimum benefit therefrom for present and future residents of the settlement area and the Mackenzie Valley and for all Canadians. In 24.4, "land" means the surface of land.

Referenced Clauses: 24.4.1, 24.4.2, also 24.4.3 through 24.4.7, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation prior to development of legislation	DIAND, Gwich'in Tribal Council	complete
2. Drafting of legislation	DIAND	complete
3. Passage of legislation	Canada	complete
4. Establishment of Land and Water Board		complete
- Appointment of Board members		complete
* 50% of members nominated by government	government	as required
* 50% of members nominated by Gwich'in	Gwich'in Tribal Council	as required
* Appoint members	DIAND	ongoing, as required
- Nominate Chairperson	Board members	as required
* Appoint Chairperson	DIAND	ongoing, as required

Planning Assumption:

- The Land and Water Board will have four board members and a chairperson.

Project: Land and Water Board operations

Project Manager: Land and Water Board

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND) Gwich'in Tribal Council, Government of the Northwest Territories (GNWT)

Obligation Addressed: A single Land and Water Board shall be established to regulate land and water use throughout the settlement area, including Gwich'in lands.

The objective of the Land and Water Board is to provide for conservation, development and utilization of the land and water resources of the settlement area in a manner that will provide the optimum benefit therefrom for present and future residents of the settlement area and the Mackenzie Valley and for all Canadians. In 24.4, "land" means the surface of land.

Referenced Clauses: 24.4.1, 24.4.2, also 24.4.3 through 24.4.7, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Establish procedures for the conduct of its business	Board	complete
2. Establish policies and guidelines applicable to its licences, permits and authorizations	Board	complete
3. Prepare budget	Land and Water Board	annually
4. Review and approve budget	DIAND	annually
5. Carry out duties provided in legislation including, but not limited to:	Land and Water Board	on-going
- issuing, amending or renewing of licences, permits and authorizations		
- overseeing of compliance with its decisions, provided that there is no duplication with other government activities		
- enforcing compliance		
- holding public consultations and hearings		
- proposing changes to legislation and be consulted by Minister		
- providing notice of applications to communities and Gwich'in		
6. Government will provide, on the request of the Board, any relevant information in its possession	government	as required

Training/Economic Opportunities:

- Training opportunities associated with potential employment by the Board
- Economic opportunities in the event that the Board enters into contracts or similar arrangements

Funding:

- See detailed cost worksheet in Annex C. (Attachment A - 5)
- When the Land and Water Board determines that a hearing is required to resolve a matter within its jurisdiction, the Land and Water Board will advise the Minister that a hearing will be held and submit a budget for the Minister's review and approval. The budget may be accepted in its entirety or in an amended form as deemed by the Minister to be appropriate.
- In order that the Land and Water Board may conduct the hearings within any time frame that may be specified in the agreement and/or legislation, it will be the responsibility of the Land and Water Board to notify the Minister promptly of the hearing and to provide the required budget proposals in a timely fashion. The Minister shall provide the Land and Water Board with a response to the budget proposal in sufficient time to allow the Land and Water Board to hold proceedings within the time frame specified in the agreement and/or legislation.

Planning Assumptions:

- The consultation prior to development of legislation was dealt with by the Coordinating Group.

Project: Interim land and water use authorization process

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Obligation Addressed: After the date of settlement legislation and prior to the enactment of the legislation establishing the Land and Water Board referred to in 24.4.1, no permit, licence or authorization for land or water use in the settlement area shall be issued by government without at least 30 days' notice to the Gwich'in Tribal Council provided that the 30-day period may be reduced where it would be inconsistent with any provision contained in legislation.

Referenced Clauses: 24.4.8
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Notice to Gwich'in Tribal Council of application for permit, licence or authorization for land or water use 30 days prior to their issuance	DIAND	complete

Project: Activities of the Department of Education Culture and Employment (EC&E)

Project Manager: Government of the Northwest Territories (GNWT) -Education Culture and Employment (EC&E)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: Ensure that decisions and policies take into account Gwich'in cultural values in relation to the use and protection of Gwich'in heritage resources (25.1.4)

Consult the Gwich'in Tribal Council prior to the establishment of any boards, agencies or committees with respect to providing the Gwich'in with an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley to administer or protect Gwich'in heritage resources. (25.1.6)

Provide advice on heritage resources in areas of proposed land use activities (25.1.7)

Receive list of Gwich'in historic, archaeological, and burial sites for protection. (25.1.8)

Consult the Gwich'in Tribal Council in the development of plans for preferential hiring practices (25.1.10)

Consultation regarding the repatriation of artifacts and records relating to the Gwich'in heritage (25.1.11)

Consultation regarding proposed name changes of geographic features (25.1.12)

Referenced Clauses: 25.1.3, 25.1.4, 25.1.6, 25.1.7, 25.1.8, 25.1.10, 25.1.11, 25.1.12
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consult with the Gwich'in Tribal Council as required and perform other activities to meet the obligations summarized above	EC&E	as required

Project: Gwich'in active involvement in conservation and management of heritage resources

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Canada, Education, Culture and Employment (EC&E)

Obligation Addressed: The Gwich'in shall be actively involved in the conservation and management of Gwich'in heritage resources, consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections.

Referenced Clauses: 25.1.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Audio and video recordings of traditional knowledge, physical maps of historic relevance, photographs and slides, and artifacts found on the land will continue to be conserved and managed.	GTC, Canada, EC&E	on-going

Project: Formulation of government policy and legislation on Gwich'in heritage resources

Project Manager: Canada, Education, Culture and Employment (EC&E)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in Tribal Council shall be consulted in the formulation of government policy and legislation on Gwich'in heritage resources in the Mackenzie Valley.

**Referenced Clauses:
(Gwich'in agreement)** 25.1.5, also 25.1.1, 25.1.2, 25.1.3, 25.1.4

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposed policy or legislation on Gwich'in heritage resources in the Mackenzie Valley; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	Canada, EC&E	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	Canada, EC&E	
4. Federal and territorial departments advised of the provision in 25.1.3 that the Gwich'in be actively involved in the conservation and management of Gwich'in heritage resources, consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections	Canada, EC&E	as required
5. Federal and territorial departments will discuss with the Gwich'in Tribal Council how clause 25.1.3 might be fulfilled within existing resources	Canada, EC&E	as required

Legislative/Regulatory Amendments:

- As proposed

Planning Assumptions:

- Heritage resource management decisions and policies shall take into account Gwich'in cultural values in relation to the use and protection of Gwich'in heritage resources.
- "Gwich'in heritage resources" means archaeological and historic places and sites and burial sites; artifacts and objects of historical, cultural or religious significance; and records, which relate to the history and culture of the Gwich'in peoples.

Project: Representation on boards, agencies or committees established in the Mackenzie Valley to administer or protect Gwich'in heritage resources

Project Manager: Heritage Canada, Education, Culture, and Employment (EC&E)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in shall have an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect Gwich'in heritage resources. The Gwich'in Tribal Council shall be consulted with respect to the implementation of this provision prior to the establishment of any such board, agency or committee.

Referenced Clauses: 25.1.6, also 25.1.3
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified that there is a proposal to establish a board, agency or committee in the Mackenzie Valley to administer or protect Gwich'in heritage resources; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	Heritage Canada, EC&E	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	Heritage Canada, EC&E	
4. Gwich'in provided with an opportunity to be represented on any board, agency or committee established in the Mackenzie Valley by government to administer or protect Gwich'in heritage resources	Heritage Canada, EC&E	

Legislative/Regulatory Amendments:

- As proposed

Project: Review of land use permit applications

Project Manager: Land and Water Board

Participant/Liaison: Gwich'in Tribal Council, Government of the Northwest Territories (GNWT) - Prince of Wales Northern Heritage Centre (PWNHC), Department of Environment - Canadian Parks Service (CPS)

Obligation Addressed: As part of the review of land use permit applications, applications shall be forwarded to the Gwich'in Tribal Council and the appropriate government agency for their advice respecting the presence of heritage resources on the lands included in the application and any conditions to be attached to the land use permit. That advice shall be considered by the Land and Water Board in reaching its decision on the application.

Referenced Clauses: 25.1.7
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Application(s) for a land use permit received	Land and Water Board	as required
2. Application(s) forwarded to Gwich'in Tribal Council and appropriate government agencies for review and advice respecting the presence of heritage resources on the lands included in the application and any conditions to be attached to the land use permit; and provided with a reasonable period to time to prepare views on the matter	Land and Water Board	
3. Advice on land use permit application provided	Gwich'in Tribal Council, appropriate government agencies	
4. Advice considered in reaching decision on the application	Land and Water Board	

Planning Assumptions:

- The Land and Water Board permit application process will define the time frame for responses.
- The Prince of Wales Northern Heritage Centre will have access to, and have the benefit of the Geographic Information System which will be developed by the land and water management structures in the Gwich'in settlement area for the purpose of reviewing land use permits.

Project: Gwich'in historic, archaeological, and burial sites

Project Manager: Government

Participant/Liaison: Gwich'in

Obligation Addressed: Gwich'in historic, archaeological and burial sites in the Northwest Territories shall be protected and preserved pursuant to legislation. The Gwich'in shall provide to government a list of sites of interest to the Gwich'in.

Referenced Clauses: 25.1.8
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government will be provided with a list of Gwich'in historic, archaeological, and burial sites in the Northwest Territories of interest to the Gwich'in	Gwich'in	as required
2. Sites of interest to the Gwich'in reviewed and protected and preserved pursuant to legislation	government	
3. Decisions conveyed to Gwich'in	government	
4. Sites protected pursuant to legislation	government	

Legislative/Regulatory Amendments:

- Consequential amendments to territorial legislation may be required

Project: Issuance of archaeological site or historic resource permits

Project Manager: Government of the Northwest Territories - Prince of Wales Northern Heritage Centre (PWNHC)

Participant/Liaison: Gwich'in community(ies)

Obligation Addressed: Archaeological site permits or historic resource permits issued by government in respect of Gwich'in heritage resources pursuant to legislation, shall specify procedures to be followed by the permit holder including: plans and methods for site protection or restoration, where applicable; consultation with the local Gwich'in community or communities; disposition of materials extracted; and submission of a technical and a non-technical report on the work completed.

Referenced Clauses: 25.1.9
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Archaeological site or historic resource permits issued in respect of Gwich'in heritage resources pursuant to legislation shall include plans and methods for site protection or restoration, where applicable; consultation with the local Gwich'in community or communities; disposition of materials extracted; and submission of a technical and a non-technical report on the work completed	PWNHC	as required
2. Permit holders advised of terms and conditions when permit issued	PWNHC	
3. Local Gwich'in community(ies) provided a copy of each permit issued for information	PWNHC	

Planning Assumptions:

- The relevant provisions of Chapter 10 will be considered.

Project: Preferential hiring of Gwich'in

Project Manager: Canada, Government of the Northwest Territories (GNWT)

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Gwich'in heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites, museums, projects, facilities and works referred to in chapter 25. The Gwich'in Tribal Council shall be consulted in the development of such plans.

Referenced Clauses: 25.1.10, also 25.1.3, chapters 10 and 16
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. When a public site, museum, heritage resource project, archaeological work or similar public facility or project in the settlement area related to Gwich'in heritage resources is proposed, the Gwich'in Tribal Council will be entitled to preferential consideration in these facilities or projects in a manner set out in the protected area agreement, in the management or work plans	Canada, GNWT	as required
2. In the absence of a protected area agreement, the work plan or management plan developed will describe how the Gwich'in's priority entitlement will be exercised. The Gwich'in will be notified of the development of these plans and will be provided with a reasonable period of time to prepare its views on the matter; and with an opportunity to present its views		
3. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
4. Full and fair consideration given to views presented	Canada, GNWT	
5. Managers of facilities will be advised of hiring preference for Gwich'in and requested to inform the Gwich'in Tribal Council of such opportunities	government	

Training/Economic Opportunities:

- Preference in being hired as set out in the protected area agreement, or in the management or work plans

Project: Repatriation of Gwich'in artifacts and records

Project Manager: Government of the Northwest Territories - Prince of Wales Northern Heritage Centre (PWNHC)

Participant/Liaison: Gwich'in, Canada

Obligation Addressed: In appropriate cases, artifacts and records relating to the Gwich'in heritage which have been removed from the settlement area should be returned to the settlement area or the Northwest Territories for the benefit, study and enjoyment of the Gwich'in and all other residents of the Northwest Territories. Government and the Gwich'in agree to work together towards the attainment of this objective provided that appropriate facilities and expertise exist in the settlement area for the proper maintenance and exhibition of such artifacts and records and consistent with the maintenance of the integrity of public archives and national and territorial heritage collections. Gwich'in heritage resources may be housed and exhibited in appropriate aboriginal facilities as well as in other public institutions.

Referenced Clauses: 25.1.11
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. PWNHC informed of artifacts and records relating to Gwich'in heritage which the Gwich'in would like to have returned to the settlement area	Gwich'in	as required
2. Gwich'in may identify facilities which may appropriately house such artifacts and records	Gwich'in	
3. Assessment is made of whether appropriate facilities and expertise exist in the settlement area for the proper maintenance and exhibition of such artifacts and records	PWNHC	
4. Gwich'in may suggest that certain artifacts not be exhibited	Gwich'in	
5. If the appropriate facilities and expertise exist, efforts will be made to repatriate such artifacts and records	PWNHC, Gwich'in, Canada	

Project: Recognition of traditional Gwich'in names for geographic features

Project Manager: Government of the Northwest Territories (GNWT), Canada

Participant/Liaison: Gwich'in Tribal Council

Obligation Addressed: The Gwich'in have traditionally referred to certain lakes, rivers, mountains and other geographic features and locations in the settlement area by traditional or aboriginal names. Upon request of the Gwich'in, the official name of such a place shall be reviewed and the traditional Gwich'in name may be recognized in accordance with the applicable government procedures and policies including the toponymic policy of the Government of the Northwest Territories. The Gwich'in Tribal Council shall be consulted on any proposed change of place name within the settlement area.

Referenced Clauses: 25.1.12
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Request for a review of an official name of a geographic feature	Gwich'in Tribal Council	as required
2. Request reviewed in accordance with policies and procedures	GNWT	
3. Local consultation conducted	GNWT	
4. Decision made, and if favourable, recommendation for name change forwarded to Executive Council	GNWT	
5. Recommendation accepted or rejected	Executive Council	
6. Canada Map Office advised of change	GNWT	

Project: Surface Rights Board

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in, Government of the Northwest Territories (GNWT)

Obligation Addressed: A Surface Rights Board ("the Board") shall be established as an institution of public government by legislation and shall have jurisdiction over matters relating to surface entry and compensation as set out in this agreement or legislation.

Members of the Board shall be residents of the Northwest Territories. When dealing with Gwich'in lands, the Board shall act through a panel of its members at least one of whom shall be a resident of the settlement area.

The costs of the Board shall be the responsibility of government. The Board shall prepare an annual budget, subject to review and approval by government.

Referenced Clauses: 26.1, also 26.2, 3.1.10
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consultation prior to development of legislation	DIAND, Gwich'in	as required
2. Drafting of legislation	Canada	as required
3. Passage of legislation	Canada	as required
4. Establishment of Surface Rights Board (SRB) - Appoint Board members - Prepare budget - Engage staff	DIAND	after establishing Surface Rights legislation
5. Establish administrative procedures and operations consistent with the agreement - when dealing with Gwich'in lands, the Board shall act through a panel of its members at least one of whom shall be a resident of the settlement area	Board	within 3 months of establishing Surface Rights legislation
6. Develop regulations under Surface Rights Act	Board	within 1 year of establishing Surface Rights legislation
7. Administration of Surface Rights Act	Board	on-going

Legislative/Regulatory Amendments:

- Passage of legislation establishing Surface Rights Board
- During consultation process identify if any consequential legislative amendments are required

Funding:

- Prior to the Surface Rights Board being established, Annex C will be amended to identify ongoing operational funding for the Board.
- When the Surface Rights Board receives notice that a hearing is required to resolve a matter within its jurisdiction, the Board will advise the Minister that a hearing will be held and submit a budget for the Minister's review and approval. The budget may be accepted in its entirety or in an amended form as deemed by the Minister to be appropriate.
- In order that the Board may conduct the hearings within any time frame that may be specified in the agreement and/or in legislation, it will be the responsibility of the Board to notify the Minister promptly of the hearing and to provide the required budget proposals in a timely fashion. The Minister shall provide the Board with a response to the budget proposal in sufficient time to allow the Board to hold proceedings within the time frame specified in the agreement and/or legislation.
- If the legislation creating the Surface Rights Board provides that the Board may award all or a portion of hearing costs, the Minister's responsibility for funding hearing costs shall not exceed the difference between the total costs of the hearing and the costs which have been awarded.

Planning Assumptions:

- The Surface Rights Board will operate in the various regions after the settlement of native claims in those regions.
- Initially, the Surface Rights Board will have a membership of three.

Project: Interim measures until establishment of Surface Rights Board

Obligation Addressed: In the event that surface rights legislation is not in effect by the date of settlement legislation, any matter which is to be determined by the Surface Rights Board pursuant to this agreement shall, until such time as surface rights legislation is in effect, be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.

Referenced Clauses: 26.3.1
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. In the event that surface rights legislation is not in effect, any matter which is to be determined by the Surface Rights Board, pursuant to the to the Gwich'in agreement shall, until that legislation is in effect, be determined by arbitration, except where the resolution of any matter respecting the exploration, development, and production of minerals is provided for in legislation, such legislation shall apply	Arbitration Panel	until Surface Rights Board legislation comes into effect

Project: Training for Gwich'in

Project Manager: Gwich'in Tribal Council

Obligation Addressed: The implementation plan will describe the training needs for the Gwich'in to participate in the implementation of the Gwich'in agreement

**Referenced Clauses:
(Gwich'in agreement)** 28.1.1(c)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Canada will provide the Gwich'in with a one time lump sum payment to a training fund intended to enable the Gwich'in to identify their training needs, to encourage the adaptation of existing training programs to the needs of the Gwich'in and, where appropriate, to supplement existing training programs to meet Gwich'in training needs which arise from implementation of the Gwich'in agreement	Canada	consistent with implementation funding to the Gwich'in Tribal Council
2. Gwich'in use the training fund to meet the identified training needs	Gwich'in Tribal Council	as determined

Planning Assumptions:

- The training fund provided to the Gwich'in to participate in the implementation of the Gwich'in agreement is in respect of their training needs, except for where referenced in the agreement.

Project: Legal Services of the Government of the Northwest Territories

Project Manager: Government of the Northwest Territories - Department of Justice

Obligation Addressed: Various legal services required by the Government of the Northwest Territories.

**Referenced Clauses:
(Gwich'in agreement)** 28.1.1.(d), also but not limited to 3.1.26, 3.1.27, 4.6, 5.1, 6, 12.4.13, 12.4.14, 12.8, 13.1.10, 14.1.3, 14.1.4, 17.1.8, 18.3, 20.4, 21.1.7, 22.3, 22.4.5, 23.1, 25.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
<u>Legal</u>		
1. Provide legal counsel to departments of the Government of the Northwest Territories concerning the implementation of obligations within the jurisdiction of the Government of the Northwest Territories such as municipal lands, wildlife management, territorial parks, forestry, etc. to ensure that they are consistent with the agreement	Justice	as required
2. Provide legal opinions, drafting and reviewing of agreements	Justice	as required
3. Provide legal counsel and advice to Legislation Division during the drafting of legislation required under the claim and any subsequent amendments to legislation	Justice	as required
4. Participate in Arbitration/Litigation as provided for under the agreement	Justice	as required
<u>Legislation</u>		
1. Draft appropriate legislation required under the agreement	Justice	as required
<u>Land Titles Office</u>		
1. Registration of Gwich'in settlement lands	Justice	complete

Project: Implementation Secretariat of the Government of the Northwest Territories

Project Manager: Government of the Northwest Territories (GNWT)

Obligation Addressed: Implementation Committee

Referenced Clauses: 28.2
(Gwich'in agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Maintain a claims implementation secretariat which supports the GNWT member on the Implementation Committee	GNWT	on-going

Project Manager: Department of National Defence (DND)

Participant/Liaison: Gwich'in Tribal Council (GTC), Tetlit Gwich'in, local inhabitants

Summary of Obligations Addressed:

Advise the GTC of any request to access Gwich'in lands for military manoeuvres and enter into negotiations in order to reach agreement on the terms of access. (20.3.3(a), also 6.3)

Give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area. (20.3.4)

Notify the Tetlit Gwich'in of a proposed exercise of a right of access to Tetlit Gwich'in Yukon land for military manoeuvres. (See Annex B of the Implementation Plan - 4.5.1)

Give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected. (See Annex B of the Implementation Plan - 4.5.3)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

20.3.3(a), also 6.3; 20.3.4; Annex B of the Implementation Plan - 4.5.1; 4.5.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC, Tetlit Gwich'in and local inhabitants as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	DND	As required

Project: Activities of the Department of Finance Canada

Project Manager: Department of Finance Canada

Participant/Liaison: Gwich'in Tribal Council (GTC)

Summary of Obligations Addressed:

If the GTC requests a loan from Canada against the then unpaid balance of their capital transfer, the Minister of Finance decides whether to grant the request for a loan. If the request is accepted, the parties shall negotiate the terms and conditions of the loan, subject to the requirement listing in 8.3.2. (8.3)

Referenced Clauses: (Gwich'in agreement) 8.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC as required by the Gwich'in agreement, and perform other activities to meet the obligations summarized above	Department of Finance Canada	As required

Project: Activities of Canada Customs and Revenue Agency

Project Manager: Canada Customs and Revenue Agency (CCRA), Taxation

Participant/Liaison: Gwich'in, Department of Finance Canada

Summary of Obligations Addressed:

Provide the Gwich'in with the contact name in the District Taxation Office, Edmonton and prepare an information document outlining various taxation implications, activities and requirements. (11.6.1)

Referenced Clauses: (Gwich'in agreement) 11.6.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the Gwich'in and Department of Finance Canada as required by the Gwich'in agreement, and perform other activities to meet the obligations summarized above	CCRA, RCT	As required

Project: Activities of Transport Canada

Project Manager: Transport Canada

Participant/Liaison: Gwich'in Tribal Council (GTC)

Summary of Obligations Addressed:

Notify the GTC of a proposal to establish, on Gwich'in lands, a navigational aid or safety device along the shoreline of a navigable water, as per 20.3.5. (20.3.5, also 20.3.2)

Referenced Clauses: (Gwich'in agreement) 20.3.5, also 20.3.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	Transport Canada	As required

Project: Activities of the Canadian Environmental Assessment Agency

Project Manager: Canadian Environmental Assessment Agency (CEAA)

Participant/Liaison: Environmental Impact Review Board (EIRB), Department of Environment (DOE)

Summary of Obligations Addressed:

Where an environmental review is to be conducted for a development proposal wholly within the Mackenzie Valley, pursuant to the Environmental Assessment and Review Process Guidelines Order, CEAA and the EIRB shall consult and shall establish a joint review panel. Where the Minister of the Environment establishes a panel to review a proposal which overlaps the Mackenzie Valley, no less than one quarter of the members, not including the chairperson shall be nominees of aboriginal groups. (24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6)

Referenced Clauses: (Gwich'in agreement)

24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the EIRB and DOE as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	CEAA	As required

Project: Activities of the Office of the Auditor General of Canada

Project Manager: Office of the Auditor General of Canada

Participant/Liaison: Gwich'in Tribal Council (GTC)

Summary of Obligations Addressed:

On request of the GTC, the Auditor General shall verify the accuracy of information in the annual statements with respect to resource royalties. (9.1.1, 9.1.2, also definitions, 18.5.3, 3.1.10)

Referenced Clauses: (Gwich'in agreement)

9.1.1, 9.1.2, also definitions, 18.5.3, 3.1.10

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	Office of the Auditor General of Canada	As required

Project: Activities of the Department of Foreign Affairs and International Trade

Project Manager: Department of Foreign Affairs and International Trade (DFAIT)

Participant/Liaison: Department of Environment - Canadian Wildlife Services (CWS)

Summary of Obligations Addressed:

DFAIT shall notify another country of Canada's desire to enter into cooperative conservation and management agreements or arrangements in respect of migratory species with it, and shall also enter into discussions and agreements or arrangements. (12.6.5, 12.6.6)

Referenced Clauses: (Gwich'in agreement)

12.6.5, 12.6.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with another country and CWS as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	DFAIT	As required

Project: Activities of the Department of Fisheries and Oceans

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Gwich'in Renewable Resources Board (GRRB), Gwich'in Tribal Council (GTC)

Summary of Obligations Addressed:

Present research proposals to the GRRB. (12.5, 12.7, also 12.8.40)

Work with the GRRB, other wildlife management bodies, and users to establish wildlife management agreements. (12.6.1 and 12.6.2)

Issue fishing licences only to participants who have fished in the area during at least one of the two previous fishing seasons when land withdrawals take place. (12.7.3(b), also 12.7.3(a))

New commercial licences for any fishery outside waters of Gwich'in lands will only be issued once a limit on the number of licences is established. Offer to the Gwich'in and GTC for every licensing period and for every fishery, a number of licenses. (12.7.3(c))

Nominate one member and one alternate member to the GRRB. (12.8.1 also 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9)

Referenced Clauses: (Gwich'in agreement)

12.5, 12.7, also 12.8.40; 12.6.1 and 12.6.2; 12.7.3(b), also 12.7.3(a); 12.7.3(c); 12.8.1, also 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GRRB and GTC as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	DFO	As required

Project: Activities of the Department of Environment - Canadian Wildlife Services

Project Manager: Department of Environment - Canadian Wildlife Services (CWS)

Participant/Liaison: Gwich'in Renewable Resources Board (GRRB), Department of Foreign Affairs and International Trade, Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT)

Summary of Obligations Addressed:

Present research proposals to the GRRB. (12.5, 12.7, also 12.8.40)

Advise the GRRB that regulations outside the settlement area are being established for harvesting of the same migratory bird species. Provide to the GRRB the total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area. (12.5.14(a))

Work with the GRRB, other wildlife management bodies, and users to establish wildlife management agreements. (12.6.1 and 12.6.2)

Decide whether to approach another country to seek a cooperative management agreement or arrangement respecting migratory species. (12.6.5, 12.6.6)

Notify the GRRB of the development of Canadian positions for international consultations and negotiations relevant to migratory bird management in the settlement area. (12.6.7)

Nominate one member and one alternate member to the GRRB. (12.8.1 and 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9)

Notify the GTC that proposals are being developed in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area. Negotiate with respect to methods of harvesting and amendments to the Migratory Birds Convention (1916). (12.10.1)

Referenced Clauses: (Gwich'in agreement)

12.5, 12.7, also 12.8.40; 12.5.14(a); 12.6.1 and 12.6.2; 12.6.5, 12.6.6; 12.6.7; 12.8.1 and 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9; 12.10.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GRRB, GTC, GNWT and Department of Foreign Affairs and International Trade as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	Department of Environment - CWS	As required

Project: Activities of Public Works and Government Services Canada

Project Manager: Public Works and Government Services Canada (PWGSC)

Participant/Liaison: Gwich'in Tribal Council (GTC), Gwich'in, Tetlit Gwich'in

Summary of Obligations Addressed:

Notify the GTC of any proposal to institute economic development programs related to the objectives of chapter 10 and review with the GTC those programs relating to the objectives of chapter 10 not less than once every three years. (10.1.3, also 10.1.1, 10.1.7)

Conduct seminars in the settlement area, provide a list of key contacts to Gwich'in organizations interested in federal contracts and make bid opportunities available to the Gwich'in under the Open Bidding System. (10.1.4(a), also 10.1.7)

Provide the Tetlit Gwich'in the full opportunity to be registered on any lists or inventories Canada uses for contracting purposes. (See Annex B of the Implementation Plan - 17.2.1, also 17.2.5)

Provide information on federal contracting and on how to access federal contracting to the Tetlit Gwich'in on request as provided in 17.2. (See Annex B of the Implementation Plan - 17.2.2, 17.2.3, 17.2.4, 17.2.5)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

10.1.3, also 10.1.1, 10.1.7; 10.1.4(a), also 10.1.7; Annex B of the Implementation Plan - 17.2.1, also 17.2.5; 17.2.2, 17.2.3, 17.2.4, 17.2.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC, Gwich'in and Tetlit Gwich'in as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	PWGSC	As required

Project: Activities of Natural Resources Canada

Project Manager: Natural Resources Canada (NRCan)

Participant/Liaison: Gwich'in, Tetlit Gwich'in

Summary of Obligations Addressed:

Record required surveys in the Canada Lands Survey Records and file surveys in the Land Title Office. (18.3.5, also 18.1.2, 18.1.4, 18.4.1, 22.1.2, 22.2.1, 22.2.2)

Determine boundaries of Gwich'in lands which are required to be surveyed to avoid or resolve conflicts. Survey boundaries of existing interests within or adjoining Gwich'in lands, any right-of-way which is used as the boundary and any other not well-defined boundary. Amend, where appropriate, the legal descriptions registered at the Northwest Territories Land Titles Office. (18.4.1(c), also 18.4.2, 18.3.5(c))

In the case of an expropriation under the National Energy Board Act, arbitration shall be as provided under that legislation. (23.1.2, 23.1.3, also 23.1.4 through 23.1.19)

Survey boundaries to all Tetlit Gwich'in Yukon land. (See Annex B of the Implementation Plan - 11.2.1, also 11.2.2 through 11.2.8)

Review completed plan and surveyor's report for conformance with the original land selection. Deposit in the Land Titles Office once approved by Tetlit Gwich'in. (See Annex B of the Implementation Plan - 11.5.4, 11.5.6, 11.5.7, also 3.3.3, 3.3.4)

Include criterion for Tetlit Gwich'in employment in any contract opportunity associated with the survey of Tetlit Gwich'in Yukon land. (See Annex B of the Implementation Plan - 11.6.1)

Provide first consideration to Tetlit Gwich'in and Tetlit Gwich'in businesses with the necessary qualifications and experience for providing technical and support services associated with a contract. (11.6.2, also 17.2.5)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

18.3.5, also 18.1.2, 18.1.4, 18.4.1, 22.1.2, 22.2.1, 22.2.2; 18.4.1(c), also 18.4.2, 18.3.5(c); 23.1.2, 23.1.3, also 23.1.4 through 23.1.19; Annex B of the Implementation Plan - 11.2.1, also 11.2.2 through 11.2.8; 11.5.4, 11.5.6, 11.5.7, also 3.3.3, 3.3.4; 11.6.1; 11.6.2, also 17.2.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the Gwich'in and Tetlit Gwich'in as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	NRCan	As required

Project: Activities of the Department of Heritage Canada - Parks Canada Agency

Project Manager: Department of Heritage Canada - Parks Canada Agency (PCA)

Participant/Liaison: Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT), Gwich'in Renewable Resources Board (GRRB), Gwich'in, Tetlit Gwich'in

Summary of Obligations Addressed:

Notify the GTC of any proposal to reduce or enlarge the boundaries of a national park in the settlement area, and amend the park boundaries if consent is granted by the GTC. (15.1.7)

Propose the establishment of a National Park in the Gwich'in settlement area and, along with the Gwich'in, prepare an Impact and Benefit Plan for the proposed Park. Upon establishment of the National Park, PCA shall amend policies where necessary, establish a National Park Management Committee (NPMC) along with the GNWT and GRRB, and jointly with the NPMC prepare interim management guidelines and prepare, review and revise park management plans. (15.2, 15.3, 15.4, 15.5, 15.6, 15.7)

Notify the GTC of any proposed policy or legislation on Gwich'in heritage resources in the Mackenzie Valley and advise federal departments of the provision in 25.1.3 that the Gwich'in be actively involved in the conservation and management of Gwich'in heritage resources. (25.1.5, also 25.1.1, 25.1.2, 25.1.3, 25.1.4)

Notify the GTC that there is a proposal to establish a board, agency or committee in the Mackenzie Valley to administer or protect Gwich'in heritage resources and provide the Gwich'in with an opportunity to be represented on such a board, agency or committee. (25.1.6, also 25.1.3)

Provide advice on land use permit applications. (25.1.7)

When a public site, museum, heritage resource project, archaeological work or similar public facility related to Gwich'in heritage resources is proposed, the GTC will be entitled to preferential consideration in these facilities. (25.1.10, also 25.1.3, chapters 10 and 16)

If appropriate facilities and expertise exist, efforts will be made to repatriate Gwich'in artifacts and records. (25.1.11)

When a fixed term contract is offered by Canada associated with the management of a designated heritage site in the primary use area, the Tetlit Gwich'in will be provided with the first opportunity to accept it. (See Annex B of the Implementation Plan - 9.7.2, 9.7.4)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

15.1.7; 15.2, 15.3, 15.4, 15.5, 15.6, 15.7; 25.1.5, also 25.1.1, 25.1.2, 25.1.3, 25.1.4; 25.1.6, also 25.1.3; 25.1.7; 25.1.10, also 25.1.3, chapters 10 and 16; 25.1.11; Annex B of the Implementation Plan - 9.7.2, 9.7.4

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the GTC, GNWT, GRRB, and Gwich'in as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	Department of Heritage Canada - PCA	As required

Project: Activities of the Public Service Commission of Canada

Project Manager: Public Service Commission of Canada

Participant/Liaison: Tetlit Gwich'in

Summary of Obligations Addressed:

When federal public service employment opportunities present themselves in the primary use area, best efforts will be made to facilitate training of the Tetlit Gwich'in so that they will have access to such employment opportunities. (See Annex B of the Implementation Plan - 17.1.1, also 17.1.3, 17.1.4)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

Annex B of the Implementation Plan - 17.1.1, also 17.1.3, 17.1.4

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the Tetlit Gwich'in as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	Public Service Commission of Canada	As required

Project: Activities of the Department of Indian Affairs and Northern Development (DIAND)

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in, Gwich'in Tribal Council (GTC), Government of the Northwest Territories (GNWT), Office of the Auditor General of Canada, Natural Resources Canada (NRCan), Tetlit Gwich'in, Gwich'in Renewable Resources Board (GRRB), Renewable Resources Councils, Interim Land Use Planning Board, Land Use Planning Board, Enrolment Board, Arbitration Panel, Environmental Impact Review Board, Land and Water Board, Surface Rights Board

Summary of Obligations Addressed:

DIAND - Indian and Inuit Program shall hold annual meetings and make treaty payments in each of the four communities of Aklavik, Fort McPherson, Arctic Red River and Inuvik. (3.1.11)

If agreement is reached on an amendment to the Agreement, it is given effect by Governor in Council. (3.1.26, 3.1.27, also 5.1.4, 28.2.3(c))

Notify the GTC of the planning of the institutions or the preparation of legislation which is proposed to implement the provisions of the land claim agreement. (3.1.28)

Inform all federal government departments and agencies that if there is a discretion to disclose and release information, objects of the land claim agreement shall be taken into account. (3.1.29)

The Minister of IAND shall appoint 2 members to the Enrolment Board. DIAND shall be responsible of reviewing and approving the Board's budget. (4.5, also 4.4, 4.6)

Develop, in collaboration with the GNWT and the GTC, a self-government negotiations process, which shall form the basis of self-government agreement negotiations between the three parties. (5.1.1, also 5.1.2)

Notify the GTC of their opportunity to participate in the process for the reform of the constitution of the Northwest Territories. (5.1.12)

Appoint 2 members to the Arbitration Panel, replace its departing members, support staff as required and review and approve the Board's budget. (6.2, 6.3.10, also 6.1.5, 6.1.7, 6.3.9, 6.4.1)

Determine the schedule of capital transfer payments and make these payments in accordance with schedule I to chapter 8. (8.1, schedule I to chapter 8)

Determine the schedule of loan repayments and deduct the amount of the negotiating loans from capital transfer payments. (8.2, schedule II to chapter 8, also 8.1.1)

Design a system of accounting for resource royalties, and remit payments and provide annual statements to the GTC. Forward a copy of the Auditor General's verification report to the GTC. (9.1.1, 9.1.2, also definitions, 18.5.3, 3.1.10)

Notify the GTC of any proposal to alter the resource royalty payable to government by legislation or of consultations outside government on proposed changes to the fiscal

regime which will affect the resource royalty payable to government. (9.1.3, also definitions, 3.1.10)

Advise other federal and territorial departments of the commitments in 10.1.2(a), 10.1.2(b), 10.1.2(c) and 10.1.2(d), and provide interpretation and advice to federal departments upon request. (10.1.1, 10.1.12, also 10.1.7)

Notify the GTC of any proposal to institute economic development programs related to the objectives of chapter 10 and review with the GTC those programs relating to the objectives of chapter 10 not less than once every three years. (10.1.3, also 10.1.1, 10.1.7)

Along with the GNWT, give effect to a harvesting restriction. (12.4.13, also 12.4.10)

Recommend the appointment of the six members, six alternate members and the Chairperson to the GRRB. Review and approve the budget of the GRRB. (12.8.1, also 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9)

Forward to the GRRB proposed land use policies or draft legislation which will likely impact on forestry or forest management. (13.1.10)

Identify site of a potential protected area and notify the GTC and local community(ies) of the proposal to establish a protected area. If a protected area is to be established, negotiate a protected area agreement with the affected Gwich'in community(ies). Establish the protected area jointly with the GNWT. (16.2.1, also 16.2.6, definition of "protected area", 16.3)

DIAND - Northern Affairs Program (NAP) shall prepare a list of all existing leases and alienations on lands selected by the Gwich'in and provide current information to the GTC relating to all existing rights, titles, and interests on Gwich'in lands. (18.3.2)

Undertake activities for the clean up of hazardous waste sites on Crown land and Gwich'in lands. (18.3.4, also 18.3.3)

Jointly with the GNWT, prepare, review and approve legal descriptions for the purpose of registering title to settlement lands, as specified in 18.4.1. (18.3.5, also 18.1.2, 18.1.4, 18.4.1, 22.1.2, 22.2.1, 22.2.2)

Along with NRCan, determine the boundaries of Gwich'in lands which are required to be surveyed, which are an unsurveyed right-of-way, and any other not well-defined boundaries and shall survey boundaries required to avoid or resolve conflict. (18.4.1(c), also 18.4.2, 18.3.5(c))

Account of any royalties or non-refunded rents in respect of Gwich'in lands and provide payment to the GTC of any royalties or non-refunded rents identified by the accounting process. (18.5.1(a), also 18.5.1(b))

Account for the payments received by Canada from holders of interests in the Aklavik lands and provide payment to designated Gwich'in organization of any payments received, other than payments refunded to the interest holders. (18.5.1(b))

Determine the cubic yards of sand, gravel, clay, and other like construction material removed from Aklavik lands, calculate the amount of royalty payments and provide payment to Gwich'in organizations of royalties for material removed, along with a

statement or explanation of the royalties. (18.5.1(c))

Undertake activities related to the administration of existing mineral interests on Gwich'in lands. (18.5.2, 18.5.4, also 18.1.2(b), 18.1.2(c), 9.1.3)

Upon consultation and consideration of Gwich'in views, DIAND and the GNWT shall enter into negotiations of water management agreements with jurisdictions sharing drainage basins with the settlement area. (19.1.11, also 24.1.1(a), 24.1.1(b))

Notify the GTC of proposals to open lands in the settlement area for oil and gas exploration. (21.1.2)

Notify the GTC of any proposed legislation which will regulate the exploration, development, or production of sub-surface resources or which establishes requirements for sub-surface rights issuance in the Northwest Territories and/or Yukon. (21.1.7)

Provide GNWT (MACA) a list of Indian Affairs Branch lands selected within local government boundaries and make payment of real property taxes to GNWT/Finance or the municipal taxing authority. (22.4.4, also schedule XV of appendix F)

DIAND, the GNWT and GTC shall create a Coordinating Group and shall review drafting guidelines for legislation. (24.1.3(c), also 3.1.10, 3.1.28)

Draft legislation pertaining to the monitoring of cumulative impacts of land and water uses on the environment. (24.1.4, also 3.1.10)

Draft legislation establishing the Land Use Planning Board, nominate 50% of the members to the Board (with the GNWT) and review and approve the Board's budget. (24.2, also 24.2.2 through 24.2.1, 3.1.10)

Review and approve the Interim Land Use Planning Board's budget. (24.2.12, also 3.1.10)

Consult prior to the development of legislation establishing the Environmental Impact Review Board, draft legislation establishing the Board, nominate 50% of Board members (with the GNWT), and review and approve the Board's budget. (24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6)

Consult prior to the development of legislation establishing the Land and Water Board, draft the legislation establishing the Board, nominate 50% of Board members (with the GNWT) and review and approve the Board's budget. (24.4.1, 24.4.2, also 24.4.3 through 24.4.7, 3.1.0, 3.1.28, 24.1.3, 24.1.5, 24.1.6)

Provide notice to the GTC of applications for permits, licences or authorizations for land or water use 30 days prior to their issuance. (24.4.8)

Consult prior to the development of legislation establishing the Surface Rights Board, draft the legislation establishing the Board and establish the Board. (26.1, also 26.2, 3.1.10)

Provide the Gwich'in with a one time lump sum payment to a training fund. (28.1.1(c))

If agreement is reached on an amendment to the Agreement, it is given effect by

Governor in Council. (See Annex B of Implementation Plan - 2.1.2)

DIAND - NAP shall prepare a list of all existing rights, titles and interests on Tetlit Gwich'in Yukon lands and provide current information to the GTC relating to all existing rights, titles and interests on Tetlit Gwich'in Yukon lands. (See Annex B of the Implementation Plan - 3.7.1)

DIAND - NAP shall confirm the establishment of the Peel River Watershed Advisory Committee. (See Annex B of the Implementation Plan - 7.2.1, also 7.2.2 through 7.2.9)

DIAND - NAP shall review and present its views to the Tetlit Gwich'in on all proposals to apply or permit the application of pesticides and herbicides on Tetlit Gwich'in Yukon land. (See Annex B of the Implementation Plan - 13.4.1, 13.4.3)

DIAND - NAP shall notify the Tetlit Gwich'in of a proposal to apply pesticides and herbicides on Crown land within the primary use area where forest resources are threatened by pests and disease. (See Annex B of the Implementation Plan - 13.4.2)

DIAND - NAP shall notify the Tetlit Gwich'in of general priorities for fighting forest fires on Tetlit Gwich'in Yukon land and on other lands in the primary use area. (See Annex B of the Implementation Plan - 13.5.2)

Where practicable, DIAND - NAP shall notify the Tetlit Gwich'in prior to government taking action on Tetlit Gwich'in Yukon land to control or extinguish a forest fire. (See Annex B of the Implementation Plan - 13.5.4)

DIAND - NAP shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with silviculture within the primary use area. (See Annex B of the Implementation Plan - 13.6.2, 13.6.4, also 13.6.6, 13.6.7)

DIAND - NAP shall provide the Tetlit Gwich'in with the first opportunity to accept any fixed term contract offered by government associated with silviculture within the primary use area. (See Annex B of the Implementation Plan - 13.6.3, 13.6.5, also 13.6.6, 13.6.7)

Referenced Clauses: (Gwich'in agreement and Appendix C of the Agreement)

3.1.11; 3.1.26, 3.1.27, also 5.1.4, 28.2.3(c); 3.1.28; 3.1.29; 4.5, also 4.4, 4.6; 5.1.1, also 5.1.2; 5.1.12; 6.2, 6.3.10, also 6.1.5, 6.1.7, 6.3.9, 6.4.1; 8.1, schedule I to chapter 8; 8.2, schedule II to chapter 8, also 8.1.1; 9.1.1, 9.1.2, also definitions, 18.5.3, 3.1.10; 9.1.3, also definitions, 3.1.10; 10.1.1, 10.1.12, also 10.1.7; 10.1.3, also 10.1.1, 10.1.7; 12.4.13, also 12.4.10; 12.8.1, also 12.8.3, 12.8.4, 12.8.5, 12.8.6, 12.8.7, 12.8.9; 13.1.10; 16.2.1, also 16.2.6, definition of "protected area", 16.3; 18.3.2; 18.3.4, also 18.3.3; 18.3.5 also 18.1.2, 18.1.4, 18.4.1, 22.1.2, 22.2.1, 22.2.2; 18.4.1(c), also 18.4.2, 18.3.5(c); 18.5.1(a), also 18.5.1(b); 18.5.1(b); 18.5.1(c); 18.5.2, 18.5.4, also 18.1.2(b), 18.1.2(c), 9.1.3; 19.1.11, also 24.1.1(a), 24.1.1(b); 21.1.2; 21.1.7; 22.4.4, also schedule XV of appendix F; 24.1.3(c), also 3.1.10, 3.1.28; 24.1.4, also 3.1.10; 24.2, also 24.2.2 through 24.2.1, 3.1.10; 24.2.12, also 3.1.10; 24.3.1, 24.3.2, also 24.3.3 through 24.3.19, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6; 24.4.1, 24.4.2, also 24.4.3 through 24.4.7, 3.1.10, 3.1.28, 24.1.3, 24.1.5, 24.1.6; 24.4.8; 26.1, also 26.2, 3.1.10; 28.1.1(c); Annex B of the Implementation Plan - 2.1.2; 3.7.1; 7.2.1, also 7.2.2 through 7.2.9; 13.4.1, 13.4.3; 13.4.2; 13.5.2; 13.5.4; 13.6.2, 13.6.4, also 13.6.6, 13.6.7; 13.6.3, 13.6.5, also 13.6.6, 13.6.7

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Consult with the Gwich'in, GTC, GNWT, Office of the Auditor General of Canada, NRCan, GRRB, Renewable Resources Councils, Interim Land Use Planning Board, Land Use Planning Board, Enrolment Board, Arbitration Panel, Environmental Impact Review Board, Land and Water Board, Surface Rights Board and Tetlit Gwich'in as required by the Gwich'in agreement, and perform other activities to meet obligations summarized above	DIAND	Various

ANNEX B

ACTIVITY SHEETS
FOR THE IMPLEMENTATION OF THE
YUKON TRANSBOUNDARY AGREEMENT

Project: Amendment of appendix C to the Gwich'in Comprehensive Land Claim Agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Gwich'in Tribal Council, affected Yukon First Nation(s)

Obligations Addressed: This appendix may be amended from time to time by the parties to the appendix and such amendments may include the addition of further parties.

The parties to this appendix shall consult a Yukon First Nation with respect to any amendment to this appendix which may affect that Yukon First Nation.

Referenced Clauses: 2.1.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Initiating party tables proposed amendment with the parties to the appendix		as required
2. Parties receiving proposal review it and respond to the proponent		
3. If a Yukon First Nation is affected, it will be notified with respect to any amendment to the appendix; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	the parties to the appendix	
4. Proposal reviewed and views presented to the parties to the appendix	affected Yukon First Nation	within period provided
5. Full and fair consideration given to views presented	the parties to the appendix	
6. If agreement is reached on an amendment, it is given effect by Governor in Council	Canada	

Legislative/Regulatory Amendments:

- Approval by Governor in Council of the amendment

Project: Registration of title to Tetlit Gwich'in Yukon land

Project Manager: Gwich'in Tribal Council

Obligations Addressed: The Gwich'in Tribal Council shall register in the Land Titles Office as soon as practicable its title to Tetlit Gwich'in Yukon land.

No fee or charge shall be payable in respect of the initial registration by the Gwich'in Tribal Council of its title to Tetlit Gwich'in Yukon land.

Referenced Clauses: 3.2.1, 3.2.2, also 3.1.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Tetlit Gwich'in Yukon land registered in the Land Titles Office without fee or charge	Gwich'in Tribal Council	complete

Planning Assumptions:

- Title to Tetlit Gwich'in Yukon land shall vest in the Gwich'in Tribal Council by virtue of settlement legislation on the date of settlement legislation.

Project: Administration of encumbering rights on Tetlit Gwich'in Yukon land

Project Manager: Government

Participant/Liaison: Holder of an encumbering right, Gwich'in Tribal Council

Obligations Addressed: Subject to 4.3.6, government shall continue to administer every encumbering right including granting renewals or replacements described in 3.4.1(c) and new rights described in 3.4.1(d) in the public interest and in accordance with the legislation which would apply if Tetlit Gwich'in Yukon land were Crown land.

Referenced Clauses: 3.6.2, also 3.4.1, 4.3.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Identify all encumbering rights on Tetlit Gwich'in lands	government	complete
2. Provide Gwich'in Tribal Council with a list of all encumbering rights on Tetlit Gwich'in lands and all relevant details of the encumbering rights	government	complete
3. Administer existing encumbering rights in the public interest and in accordance with the legislation which would apply if Tetlit Gwich'in Yukon land were Crown land	government	ongoing

Project: Payment to the Gwich'in Tribal Council of any non-refunded rents received after settlement legislation by government in respect of a existing surface lease held by a mineral right holder

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: Where Tetlit Gwich'in Yukon land is subject to a surface lease, existing at the date the affected land became Tetlit Gwich'in Yukon land, held by a mineral right holder, government shall account for and pay to the Gwich'in Tribal Council as soon as practicable from time to time, any non-refunded rents received by government which were payable after the date the land became Tetlit Gwich'in Yukon land in respect of that existing surface lease held by the mineral right holder.

Referenced Clauses: 3.6.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Identify all surface leases, existing at the date of settlement legislation held by mineral rights holders on Tetlit Gwich'in Yukon lands	government	complete
2. Provide Gwich'in Tribal Council with a list of all such surface leases on Tetlit Gwich'in lands and all relevant information	government	complete
3. Pay to the Gwich'in Tribal Council any non-refunded rents received by government which were payable after the date the land became Tetlit Gwich'in Yukon land in respect of that existing surface lease held by the mineral right holder	government	complete

Project: Consultation prior to exercising any discretion regarding encumbering rights

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: Government shall consult with the Gwich'in Tribal Council before exercising any discretion to renew or replace an encumbering right, to issue a new encumbering right or to set any royalty, rent or fee described in 3.6.3.

Referenced Clauses: 3.6.7
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of any proposal to exercise discretion to renew or replace an encumbering right, to issue a new encumbering right, or to set any royalty, rent or fee in respect of an existing surface lease held by a mineral right holder; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	government	as required

Legislative/Regulatory Amendments:

- As may be proposed

Project: Seeking consent of the Gwich'in Tribal Council prior to increasing the term of any encumbering right pursuant to an amendment to legislation

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: If legislation is amended to authorize government to increase the term permitted for an encumbering right, government shall not increase the term of that encumbering right pursuant to that amendment without the prior consent of the Gwich'in Tribal Council.

Referenced Clauses: 3.6.8
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. If legislation is amended to authorize government to increase the term permitted for an encumbering right, the term of any encumbering right on Tetlit Gwich'in Yukon land and government seeks to increase the term of an encumbering right government will seek the prior consent of the Gwich'in Tribal Council	government	as required
2. Request reviewed and written response provided	Gwich'in Tribal Council	
3. Further discussions, if found desirable	Gwich'in Tribal Council, government	

Project: Cancellation of an encumbering right and replacement by an interest by the Gwich'in Tribal Council

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Holder of an encumbering right, Responsible Minister

Obligations Addressed: Subject to the consent of the Minister, the Gwich'in Tribal Council and the holder of an encumbering right may agree that the right be cancelled and replaced by an interest provided by the Gwich'in Tribal Council.

Referenced Clauses: 3.6.9, also 3.6.10
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Holder of the encumbering right and Gwich'in Tribal Council may agree that the right be cancelled and replaced by an interest provided by the Gwich'in Tribal Council	holder of the encumbering right, Gwich'in Tribal Council	as required
2. Proposal submitted to the Minister responsible for administering the encumbering right	holder of the encumbering right, Gwich'in Tribal Council	as required
3. Minister reviews proposal and may only refuse consent if the matters referred to in 3.6.10 are at issue	responsible Minister	

Project: Data and information relating to Gwich'in Yukon lands

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: Canada shall make available to the Gwich'in Tribal Council data and information relating to resources and to existing rights, titles and interests on Tetlit Gwich'in Yukon lands as soon as practicable after the date of settlement legislation.

Referenced Clauses: 3.7.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Prepare a list of all existing rights, titles and interests on Tetlit Gwich'in Yukon lands	NAP	complete
2. Provide current information to the Gwich'in Tribal Council relating to all existing rights, titles and interests on Tetlit Gwich'in Yukon lands	NAP	complete
3. Canada to make available to the Gwich'in Tribal Council all data and information relating to resources on Tetlit Gwich'in Yukon lands	Canada	complete

Planning Assumptions:

- Canada is not required to make available any data or information that it is required to withhold under any act relating to access to information.

Project: Changes to a right of access to address special circumstances in respect of a specific parcel of Tetlit Gwich'in land

Project Manager: Government, Gwich'in Tribal Council

Obligations Addressed: (a) Government and the Gwich'in Tribal Council may amend, revoke or reinstate a right of access provided by this appendix to address special circumstances in respect of a specific parcel of Tetlit Gwich'in Yukon land.

(b) A change to a right of access pursuant to (a) shall not be considered an amendment for the purposes of 2.1.2(a).

(c) Any change to a right of access pursuant to (a) shall be registered in the Land Titles Office in respect of the affected parcel of land.

Referenced Clauses: 4.1.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Either government or the Gwich'in Tribal Council may propose to amend, revoke or reinstate a right of access to address special circumstances in respect of a specific parcel of Tetlit Gwich'in Yukon land		as required
2. Once written agreement is reached to change a right of access, the change is registered in the Land Title Office	Gwich'in Tribal Council or government	

Planning Assumptions:

- The responsibility for activity 2 will rest on the party which initiates the proposal to amend, revoke or reinstate a right of access to address special circumstances in respect of a specific parcel of Tetlit Gwich'in Yukon land.

Project: Access to Tetlit Gwich'in Yukon land to reach adjacent land for commercial and non-commercial purposes

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Tetlit Gwich'in, Applicant

Obligations Addressed: Unless otherwise provided in this appendix, a person has a right of access to enter, cross and make necessary stops on Tetlit Gwich'in Yukon land to reach adjacent land for commercial and non-commercial purposes with the consent of the Tetlit Gwich'in or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 4.3.3, also 4.3.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council for access to enter, cross and make necessary stops on Tetlit Gwich'in Yukon land to reach adjacent land for commercial and non-commercial purposes	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Change in the terms or conditions relating to access of a licence, permit or other right of access for commercial or non-commercial purposes

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in, Right holder

Obligations Addressed: Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 4.3.5, other than a renewal or replacement thereof, shall require the consent of the Tetlit Gwich'in or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 4.3.6, also 4.3.5, 3.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council to change the terms or conditions relating to access of a licence, permit or other right of access described in 4.3.5, other than a renewal or replacement thereof	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Resolution of disputes concerning the general access provisions

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Tetlit Gwich'in, any person

Obligations Addressed: The Tetlit Gwich'in or any person may refer a dispute concerning the interpretation, application or alleged violation of 4.3.1, 4.3.2 or of any condition established pursuant to 4.6 affecting 4.3.1 or 4.3.2 to the Surface Rights Board for resolution.

Referenced Clauses: 4.3.7
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. A dispute concerning the interpretation, application or alleged violation of 4.3.1, 4.3.2 or of any condition established pursuant to 4.6 affecting 4.3.1 or 4.3.2 may be referred to the Surface Rights Board for resolution	Gwich'in Tribal Council/Tetlit Gwich'in or any person	as required

Project: Access to Tetlit Gwich'in land to carry out site investigations, assessments, surveys and studies in relation to proposed utility services

Project Manager: Utility

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: A person authorized by law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Tetlit Gwich'in Yukon land to carry out site investigations, assessments, surveys and studies in relation to proposed services after consultation with the Tetlit Gwich'in prior to exercising such access.

Referenced Clauses: 4.4.2, also 4.4.5
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of an intent to enter, cross or stay on Tetlit Gwich'in Yukon land to carry out site legislation, prior to carry out site investigations, assessments, surveys to exercising the access and studies in relation to proposed services by a person authorized by law to provide utilities for public purposes; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	utility	as required
2. Proposal reviewed and views presented to utility	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	utility	

Project: Access to Tetlit Gwich'in Yukon land by government or utilities

Project Manager: DIAND, Utilities

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The right of access provided in 4.4.1 and 4.4.2 may be exercised for a period of no more than 120 consecutive days for any single program or project without the consent of the Tetlit Gwich'in except that notice, where reasonable, shall be given; and for a period of more than 120 consecutive days with the consent of the Tetlit Gwich'in or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 4.4.5, also 4.4.1, 4.4.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where reasonable, the Gwich'in Tribal Council will be given notice of an exercise of the right of access provided in 4.4.1, and notice of an exercise of the right of access provided in 4.4.2 after the consultation provided for	government, its agents and contractors, utilities	as required
2. Where the access is required for a period of more than 120 consecutive days, the consent of the Gwich'in Tribal Council will be sought	government, its agents and contractors, utilities	
3. Request reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in	
4. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, and contractors, utilities	
5. Failing consent, the issue may be referred to the Surface Rights Board	government, its agents and contractors, utilities	

Project: Access to Tetlit Gwich'in Yukon land for military manoeuvres

Project Manager: Department of National Defence (DND)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: In addition to the right of access provided by 4.4.1, the Department of National Defence has a right of access to Tetlit Gwich'in Yukon land for military manoeuvres with the consent of the Tetlit Gwich'in with respect to contact persons, areas, timing, environmental protection, protection of wildlife and habitat, land use rent and compensation for damage caused to Tetlit Gwich'in Yukon land and improvements and personal property thereon or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

Referenced Clauses: 4.5.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposed exercise of a right of access to Tetlit Gwich'in Yukon land for military manoeuvres, and provided with a proposal with respect to contact persons, areas, timing, environmental protection, protection of wildlife and habitat, land use rent, and compensation for damage caused to Tetlit Gwich'in Yukon land and improvements and personal property thereon	DND	as required
2. Request reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, DND	
4. Failing consent, the issue may be referred to the Surface Rights Board	DND	

Project: Advance notice of military exercises or operations

Project Manager: Department of National Defence (DND)

Participant/Liaison: Local inhabitants

Obligations Addressed: Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

Referenced Clauses: 4.5.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Reasonable advance notice of military exercises or operations given to local inhabitants of any area to be affected	DND	as required

Project: Establishment of terms and conditions for the exercise of certain rights of access

Project Manager: Gwich'in Tribal Council/Tetlit Gwich'in

Participant/Liaison: Government

Obligations Addressed: If the Tetlit Gwich'in wish to establish terms and conditions for the exercise of a right of access provided by 4.3.1, 4.3.2, 4.7.3, 14.3.1, 14.4.1 or 14.4.2, or by 4.4.1 or 4.4.2 where the right of access is for a period of no more than 120 consecutive days, the Tetlit Gwich'in and government shall attempt to negotiate the terms and conditions.

Failing agreement pursuant to 4.6.1, the Tetlit Gwich'in may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.

Referenced Clauses: 4.6.1, 4.6.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Proposal provided to government to establish terms and conditions for the exercise of a right of access provided by 4.3.1, 4.3.2, 4.7.3, 14.3.1, 14.4.1 or 14.4.2, or by 4.4.1 or 4.4.2 where the right of access is for a period of no more than 120 consecutive days	Gwich'in Tribal Council/Tetlit Gwich'in	in progress
2. Proposal reviewed and written response provided	government	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, government	
4. Failing agreement, the issue may be referred to the Surface Rights Board	Gwich'in Tribal Council/Tetlit Gwich'in	

Project: Access to use a waterfront right-of-way for commercial recreation purposes

Project Manager: Gwich'in Tribal Council

Participant/Liaison: Person seeking a waterfront right-of-way for commercial recreation purposes, Tetlit Gwich'in

Obligations Addressed: Any person has a right of access to use a waterfront right of way for commercial recreation purposes with the consent of the Tetlit Gwich'in or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.

The Surface Rights Board shall not make an order under 4.7.5 unless the person seeking access satisfies the Board that such access is reasonably required, and such access is not also practicable and reasonable across Crown land.

Referenced Clauses: 4.7.5, 4.7.6, also 4.7.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council provided with a request to use a waterfront right of way within Tetlit Gwich'in Yukon land for commercial recreation purposes	applicant for right of access	as required
2. Proposal reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. Failing agreement, the issue may be referred to the Surface Rights Board	applicant	

Project: Establishment of a permanent camp or structure on a waterfront right-of-way

Project Manager: Government, Gwich'in Tribal Council/Tetlit Gwich'in

Participant/Liaison: Person seeking to establish any permanent camp or structure on a waterfront right-of-way

Obligations Addressed: Subject to 4.7.8, no person shall establish any permanent camp or structure on a waterfront right of way without the consent of government and the Tetlit Gwich'in

Referenced Clauses: 4.7.7
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in and government provided with a request to establish any permanent camp or structure on a waterfront right of way	applicant	as required
2. Proposal reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in, government	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, government, applicant	

Project: Interim provision until establishment of a Surface Rights Board

Obligations Addressed: Until such time as a Surface Rights Board having jurisdiction in the primary use area is established, any matter which is to be determined by the Surface Rights Board shall be determined by arbitration pursuant to the Arbitration Act, R.S.Y. 1986, c.7.

Referenced Clauses: 6.4.1, also 6.1.1, 6.1.2, 6.1.3, 6.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Until such time as a Surface Rights Board having jurisdiction in the primary use area is established, any matter which is to be determined by the Surface Rights Board shall be determined by arbitration pursuant to the <i>Arbitration Act</i> , R.S.Y. 1986, c.7.	arbitrator	complete

Planning assumption:

- Interim measures complete. Surface Rights Board established February 1994.

Project: Land use planning for any part of the primary use area

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in, Yukon Land Use Planning Council

Obligations Addressed: If any land use planning body is established for an area including any part of the primary use area, it shall include at least one nominee of the Tetlit Gwich'in.

Any nominee of the Tetlit Gwich'in shall be included within the entitlement of the First Nation of Na'cho N'y'ak Dun to nominate members to a land use planning body.

Any regional land use planning commission or other planning agency described in 7.1.1 shall consult with the Gwich'in Land Use Planning Board in order to make use of land use planning that has been done with respect to the Peel River watershed by the Mackenzie Delta Beaufort Sea Land Use Planning Commission and to discuss on-going co-operative land use planning activities.

Referenced Clauses: 7.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Any land use planning body established for an area, including any part of the primary use area, shall provide for at least one nominee of the Tetlit Gwich'in	Yukon Land Use Planning Council	as required
2. Gwich'in Tribal Council requested to nominate a member of the land use planning body	Gwich'in Tribal Council	as required
3. Nominee to the land use planning body identified	Gwich'in Tribal Council/Tetlit Gwich'in	as required
4. Gwich'in Land Use Planning Board consulted in order to make use of land use planning that has been done with respect to the Peel River watershed by the Mackenzie Delta Beaufort Sea Land Use Planning Commission and to discuss on-going cooperative land use planning activities	Yukon Land Use Planning Council	as required

Project: Peel River Watershed Advisory Committee

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council, Na'cho N'y'ak Dun, Government of Yukon, Government of the Northwest Territories

Obligations Addressed: A Peel River Watershed Advisory Committee ("the Committee") shall be established at the date of settlement legislation, and shall continue for a period of not more than two years from that date, unless the parties otherwise agree.

Referenced Clauses: 7.2.1, also 7.2.2 through 7.2.9
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Nominations to the Committee made to Northern Affairs Program, DIAND	parties	complete
2. Establishment of the Committee confirmed	Department of Indian Affairs and Northern Development - Northern Affairs Program	complete
3. The Committee meets to establish an agenda, rules of procedure, budget, and any other matters within its mandate as set out in 7.2	the Committee	complete
4. The Committee may choose to provide recommendations at any time and shall issue its final recommendations before September 30, 1996.	the Committee	complete
5. Canada shall consider the recommendations of the Committee	Canada	complete

Project: Consultation with the Gwich'in Tribal Council during the drafting of any development assessment legislation which is to affect the primary use area

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council

Obligations Addressed: Government shall consult with the Gwich'in Tribal Council during the drafting of any development assessment legislation which is to affect the primary use area.

Referenced Clauses: 8.2.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to draft development assessment legislation which is to affect the primary use area; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council	within period provided
3. Full and fair consideration given to views presented	government	as required

Legislative/Regulatory Amendments:

- As proposed

- Project:** Accidental discovery of heritage resources on Tetlit Gwich'in Yukon land
- Project Manager:** Gwich'in Tribal Council/Tetlit Gwich'in
- Participant/Liaison:** Person who discovers a heritage resource
- Obligations Addressed:** If heritage resources are accidentally discovered on Tetlit Gwich'in Yukon land the following procedures shall be followed:
- (a) A person who discovers a heritage resource on Tetlit Gwich'in Yukon land shall take such steps as are reasonable in all the circumstances to safeguard the heritage resource and shall report as soon as practicable that discovery to the Tetlit Gwich'in.
 - (b) A person described in (a) who is not exercising a right of access or a right to use Tetlit Gwich'in Yukon land provided for in this appendix may only continue to disturb a heritage site or moveable heritage resource with the consent of the Tetlit Gwich'in.
 - (c) A person described in (a) who is exercising a right of access or a right to use Tetlit Gwich'in Yukon land provided for in this appendix shall not further disturb a heritage site or a moveable heritage resource unless permitted by laws of general application, and that person obtains:
 - (i) the consent of the Tetlit Gwich'in, or
 - (ii) failing consent, an order of the Surface Rights Board setting out the terms and conditions for further disturbing the heritage site or moveable heritage resources.
 - (d) The Tetlit Gwich'in shall report, as soon as practicable, to government the discovery on Tetlit Gwich'in Yukon land of any documentary heritage resource reported to it under (a)
 - (e) If a documentary heritage resource is a non-public record, the Tetlit Gwich'in shall make reasonable efforts to determine if it is privately owned.

Referenced Clauses: 9.2.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. If heritage resources are accidentally discovered on Tetlit Gwich'in Yukon land, the procedures set out in 9.2.4 shall be followed	person who discovers a heritage resource, Gwich'in Tribal Council/Tetlit Gwich'in	as required

Project: Identification of proposed designated heritage sites

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall advise the Tetlit Gwich'in when land within the primary use area or secondary use area is identified by government as a proposed designated heritage site.

Referenced Clauses: 9.4.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Written notice sent to Gwich'in Tribal Council/Tetlit Gwich'in when land within the primary use area or secondary use area is identified by government as a proposed designated heritage site	government	as required

Project: Consultation prior to establishing the terms and conditions of site management plans for designated heritage sites

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall consult with the Tetlit Gwich'in prior to establishing the terms and conditions of site management plans for designated heritage sites in the primary use area, and in the secondary use area where such sites are related to Tetlit Gwich'in heritage.

Referenced Clauses: 9.4.3, also 9.2.3, 9.4.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council notified of a proposal to establish the terms and conditions of site management plans for designated heritage sites in the primary use area and in the secondary use area where such sites are related to Tetlit Gwich'in heritage; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	government	

Legislative/Regulatory Amendments:

- As may be required

Training/Economic Opportunities:

- As may be identified

Planning Assumptions:

- Where appropriate, agreements may be entered into by government and the Gwich'in Tribal Council/Tetlit Gwich'in with respect to the ownership, custody or management of heritage resources.

Project: Management and protection of Tetlit Gwich'in burial sites

Project Manager: Government, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government and Tetlit Gwich'in shall each establish procedures to manage and protect Tetlit Gwich'in burial sites which shall restrict access to Tetlit Gwich'in burial sites to preserve the dignity of Tetlit Gwich'in burial sites; where the Tetlit Gwich'in burial site is outside the primary use area, require the joint approval of government and the Yukon First Nation in whose traditional territory the burial site is located for any management plans for the burial site; where the Tetlit Gwich'in burial site is on land in the primary use area which is not Tetlit Gwich'in Yukon land, require the joint approval of government and the Tetlit Gwich'in for any management plans for the Tetlit Gwich'in burial site; and provide that, subject to 9.5.2, where a Tetlit Gwich'in burial site is discovered, the Yukon First Nation in whose traditional territory the Tetlit Gwich'in burial site is located or the Tetlit Gwich'in if the Tetlit Gwich'in burial site is in the primary use area, shall be informed and the Tetlit Gwich'in burial site shall not be further disturbed.

Referenced Clauses: 9.5.1, also 9.5.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Procedures to manage and protect Tetlit Gwich'in burial sites established to restrict access to such burial sites to preserve the dignity of the site	government	complete
2. Procedures to manage and protect Tetlit Gwich'in burial sites established to restrict access to such burial sites to preserve the dignity of the site	Gwich'in Tribal Council/Tetlit Gwich'in	complete
3. When developing management plans for Tetlit Gwich'in burial sites on land in the primary use area which is not Tetlit Gwich'in Yukon land, the joint approval of government and the Gwich'in Tribal Council/Tetlit Gwich'in will be required	government, Gwich'in Tribal Council/Tetlit Gwich'in	as required
4. When developing management plans for Tetlit Gwich'in burial sites where the burial site is outside the primary use area, obtain the joint approval of government and the Yukon First Nation on whose traditional territory the burial site is located	government, Yukon First Nation	as required

Project: Discovery of a Tetlit Gwich'in burial site

Project Manager: Gwich'in Tribal Council/Tetlit Gwich'in, Yukon First Nation

Participant/Liaison: Person discovering a Tetlit Gwich'in burial site

Obligations Addressed: Where a person discovers a Tetlit Gwich'in burial site in the course of carrying on an activity authorized by government, a Yukon First Nation, or the Tetlit Gwich'in, as the case may be, that person may carry on the activity with the agreement of the Yukon First Nation in whose traditional territory the Tetlit Gwich'in burial site is located or the Tetlit Gwich'in if the Tetlit Gwich'in burial site is in the primary use area.

In the absence of agreement under 9.5.2, the person may refer the dispute to arbitration under chapter 18 of this appendix for a determination of the terms and conditions upon which the Tetlit Gwich'in burial site may be further disturbed.

Any exhumation, examination and reburial of human remains from a Tetlit Gwich'in burial site ordered by the arbitrator under 9.5.3 shall be done by, or under the supervision of, the Tetlit Gwich'in.

Referenced Clauses: 9.5.2, 9.5.3, 9.5.4 also 9.5.1(d)
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where a person discovers a Tetlit Gwich'in burial site in the course of carrying on an activity authorized by government, a Yukon First Nation, or the Tetlit Gwich'in, as the case may be, an agreement is sought of the Yukon First Nation in whose traditional territory the site is located or the Tetlit Gwich'in if the site is in the primary use area if that person wishes to carry on the activity	person discovering a Tetlit Gwich'in burial site	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in, or Yukon First Nation	
3. Further discussions, if found desirable	applicant	
4. If agreement is not reached the matter may be referred to arbitration under chapter 18 of appendix C	applicant	

ACTIVITIES
(in sequence)

RESPONSIBILITY

TIMING
(start / finish)

5. Any exhumation, examination, and reburial of human remains from a burial site of the Tetlit Gwich'in ordered by the arbitrator shall be done by, or under the supervision of, the Gwich'in Tribal Council/Tetlit Gwich'in

Gwich'in Tribal
Council/Tetlit
Gwich'in

Project: Consultation with respect to proposed legislation and policy relating to Tetlit Gwich'in heritage sites, burial sites, heritage resources and place names of historical or cultural significance to the Tetlit Gwich'in

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall consult with the Tetlit Gwich'in with respect to proposed legislation and policy relating to Tetlit Gwich'in heritage sites, burial sites, heritage resources and place names of historical or cultural significance to the Tetlit Gwich'in in the Yukon.

Referenced Clauses: 9.6.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of proposed legislation and policy relating to Tetlit Gwich'in heritage sites, burial sites, heritage resources and place names of historical or cultural significance to the Tetlit Gwich'in in the Yukon; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	government	

Legislative/Regulatory Amendments:

- As proposed

Training/Economic Opportunities:

- As may be addressed in the proposed legislation or policy

Project: Public tenders in respect of contracts associated with the management of heritage sites

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Canada shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with the management of heritage sites directly related to the history or culture of the Tetlit Gwich'in.

Any failure to provide written notice pursuant to 9.7.1 shall not affect the public tender process or the contract awards resulting therefrom.

Referenced Clauses: 9.7.1, 9.7.3, also 9.7.5, 9.7.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Written notice provided to the Gwich'in Tribal Council/Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with the management of heritage sites directly related to the history or culture of the Tetlit Gwich'in	government	as required

Planning Assumptions:

- Any public tender in respect of contracts associated with the management of designated heritage sites in the primary use area shall include a criterion for Tetlit Gwich'in employment, and a criterion for special knowledge or experience related to the designated heritage site.

Project: First opportunity to accept any fixed term contract offered by Canada associated with the management of a designated heritage site

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by Canada associated with the management of a designated heritage site in the primary use area.

Failure to provide a first opportunity pursuant to 9.7.2 shall not affect any fixed term contract associated with the management of designated heritage sites.

Referenced Clauses: 9.7.2, 9.7.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. When a fixed term contract is offered by Canada associated with the management of a designated heritage site in the primary use area the Gwich'in Tribal Council/Tetlit Gwich'in will be provided with the first opportunity to accept it	Canada	as required

Training/Economic Opportunities:

- As may follow from the acceptance of a contract

Project: Renewal of a licence pursuant to the *Northern Inland Waters Act* or the *Yukon Waters Act*

Project Manager: Water Board

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in, Person seeking a renewal or replacement of a licence

Obligations Addressed: Where the term of a licence described in 10.5.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application, in a form satisfactory to the Board, be given to the Tetlit Gwich'in, and shall provide the Tetlit Gwich'in an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Tetlit Gwich'in.

Referenced Clauses: 10.5.4, also 10.5.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Written notice of an application for a renewal or replacement of a licence described in 10.5.3 which is five years or more be given, in a form satisfactory to the Board, to the Gwich'in Tribal Council/Tetlit Gwich'in, and provide the Gwich'in Tribal Council/Tetlit Gwich'in an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Gwich'in Tribal Council/Tetlit Gwich'in.	applicant	as required
2. Proposal reviewed and views presented to Water Board	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided

Project: Use of Tetlit Gwich'in land in order to exercise a right to use water

Project Manager: Person requiring the use of Tetlit Gwich'in Yukon land

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Unless a person has a right of access without the consent of the Tetlit Gwich'in, a person requiring the use of Tetlit Gwich'in Yukon land, other than the parcel covered by that person's interest under 10.5.1, in order to exercise a right to use water under 10.5.1 and 10.5.3 has a right of access to use that Tetlit Gwich'in Yukon land with the consent of the Tetlit Gwich'in or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

Referenced Clauses: 10.5.5, also 10.5.1, 10.5.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in provided with a request to use water under the circumstances identified in 10.5.5	applicant for right to use water	as required
2. Proposal reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. Failing agreement, the issue may be referred to the Surface Rights Board		

Project: Issuance of water licences

Project Manager: Water Board

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The Board shall not grant a licence that interferes with the rights provided in favour of the Tetlit Gwich'in in 10.6.1 unless notice, in a form prescribed by the Board, of receipt of an application has been given to the Tetlit Gwich'in; and the Board is satisfied that there is no alternative which could reasonably satisfy the requirements of the applicant, and there are no reasonable measures whereby the applicant could avoid the interference.

In deciding whether to grant a licence that interferes with the rights provided in favour of the Tetlit Gwich'in in 10.6.1, the Board shall consider the effect of the water use on fish, wildlife and their habitats; the effect of the water use on the Tetlit Gwich'in; and means of mitigating the interference.

If the Board grants a licence that interferes with the rights provided in favour of the Tetlit Gwich'in in 10.6.1, the Board shall order the licensee to pay compensation for loss or damage to the Tetlit Gwich'in in accordance with 10.9.

Referenced Clauses: 10.6.3, 10.6.4, 10.6.5, also 10.6.1, 10.9
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. When a proposed licence interferes with the rights provided in favour of the Tetlit Gwich'in in 10.6.1 shall not be granted unless a notice of receipt of an application has been given to the Gwich'in Tribal Council/Tetlit Gwich'in, and unless the other conditions identified in 10.6.3 are satisfied and the issues in 10.6.4 are taken into consideration	Water Board	as required
2. If a licence is granted that interferes with the rights provided in favour of the Tetlit Gwich'in in 10.6.1, the licensee shall be ordered to pay compensation for loss or damage to the Gwich'in Tribal Council/Tetlit Gwich'in in accordance with 10.9	Water Board	

Project: Granting of water use licences that causes substantial alteration in the quality, quantity or rate of flow, including seasonal rate of flow, of water so as to adversely affect a traditional use by a Tetlit Gwich'in in the primary use area

Project Manager: Water Board

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Before granting a licence in any drainage basin in the Yukon that causes substantial alteration in the quality, quantity or rate of flow, including seasonal rate of flow, of water so as to adversely affect a traditional use by a Tetlit Gwich'in in the primary use area, the Board shall give notice, in a form prescribed by the Board, of receipt of an application to the Tetlit Gwich'in; and upon request of the Tetlit Gwich'in, consider whether there is an alternative which could reasonably satisfy the requirements of the applicant while avoiding any adverse effect on the traditional use, and there are reasonable measures whereby the applicant could avoid the adverse effect.

Referenced Clauses: 10.7.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Provide notice to the Gwich'in Tribal Council/Tetlit Gwich'in of receipt of an application before granting a licence in the Peel River drainage basin in the Yukon that causes substantial alteration in the quality, quantity or rate of flow, including seasonal rate of flow, of water so as to adversely affect a traditional use by a Tetlit Gwich'in in the primary use area, and provide the Gwich'in Tribal Council/Tetlit Gwich'in with an opportunity to consider whether there is an alternative which could reasonably satisfy the requirements of the applicant while avoiding any adverse effect on the traditional use and there are reasonable measures whereby the applicant could avoid the adverse effect	Water Board	as required
2. Issue reviewed and views presented to the Water Board	Gwich'in Tribal Council/Tetlit Gwich'in	
3. If requested, factors identified in 10.7.1 considered	Water Board	

Project: Survey of the boundaries of Tetlit Gwich'in Yukon land

Project Manager: Regional Surveyor General

Obligations Addressed: The boundaries of Tetlit Gwich'in Yukon land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the *Canada Lands Surveys Act*, R.S. 1985, c. L-6.

Referenced Clauses: 11.2.1, also 11.2.2 through 11.2.8
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Boundaries of all Tetlit Gwich'in Yukon land shall be surveyed	Regional Surveyor General	complete

Project: Confirmation of an official plan or the approval of an administrative or explanatory plan

Project Manager: Surveyor General

Participant/Liaison: Tetlit Gwich'in

Obligations Addressed: Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Tetlit Gwich'in shall be obtained to ensure that the Tetlit Gwich'in are satisfied that the parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 11.1.3 and 11.5.1. The plan and a copy of the surveyor's report shall be reviewed for conformance with the original land selection before recommending it to the Tetlit Gwich'in.

If the Tetlit Gwich'in reject the recommendation, the disagreement shall be resolved pursuant to chapter 18 of this appendix, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

After resolution of any disagreement pursuant to 11.5.6, the plan shall be returned directly to the Surveyor General for confirmation.

Referenced Clauses: 11.5.4, 11.5.6, 11.5.7, also 3.3.3, 3.3.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. After the conduct of the field survey an official plan or an administrative or explanatory plan shall be prepared	contractor	complete
2. The plan and a copy of the surveyor's report shall be reviewed for conformance with the original land selection before recommending it to the Tetlit Gwich'in	Regional Surveyor General	complete
3. The plan is forwarded to the Tetlit Gwich'in for their review	Regional Surveyor General	complete
4. The plan is reviewed to ensure that the Tetlit Gwich'in are satisfied that the parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 11.1.3 and 11.5.1	Tetlit Gwich'in	complete
5. A written response to the recommended plan is provided	Tetlit Gwich'in	complete

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
6. If the recommended plan is approved by the Tetlit Gwich'in, it is confirmed, or approved, as the case warrants	Surveyor General	complete
7. If the Tetlit Gwich'in reject the recommendation, the disagreement shall be resolved pursuant to chapter 18 of this appendix		
8. After the resolution of any disagreement, the plan shall be confirmed	Surveyor General	complete
9. Plans of survey will be deposited in the Land Titles Office and replace any previous descriptions	Surveyor General	complete

Project: Employment in surveying of Tetlit Gwich'in Yukon land

Project Manager: Regional Surveyor General

Participant/Liaison: Tetlit Gwich'in

Obligations Addressed: Where employment in surveying of Tetlit Gwich'in Yukon land is generated as a direct consequence of this appendix, Canada shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with the survey of Tetlit Gwich'in Yukon land. Nothing above shall be construed to mean that the criterion for Tetlit Gwich'in employment shall be the determining criterion in awarding any contract.

Referenced Clauses: 11.6.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. A criterion for Tetlit Gwich'in employment in any contract opportunities associated with the survey of Tetlit Gwich'in Yukon land will be included in any contract where employment in surveying of Tetlit Gwich'in Yukon land is generated as a direct consequence of this appendix	Regional Surveyor General	complete

Project: Economic opportunities and benefits associated with the survey of Tetlit Gwich'in Yukon land

Project Manager: Regional Surveyor General

Participant/Liaison: Tetlit Gwich'in, Contractors

Obligations Addressed: Where economic opportunities and benefits are associated with the survey of Tetlit Gwich'in Yukon land, the Tetlit Gwich'in shall have access to these opportunities and benefits. Any contract issued for the survey of Tetlit Gwich'in Yukon land shall contain the condition that the Tetlit Gwich'in and Tetlit Gwich'in businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Tetlit Gwich'in businesses and Tetlit Gwich'in interested in providing such services to potential contractors for such surveys of the Tetlit Gwich'in Yukon land shall be included with all requests for proposals, and documentary proof the Tetlit Gwich'in businesses and Tetlit Gwich'in were given first consideration shall form part of a contractor's proposal. Where Tetlit Gwich'in Yukon land abuts settlement lands of the First Nation of Na'cho N'y'ak Dun, the Tetlit Gwich'in and the First Nation of Na'cho N'y'ak Dun shall agree on how to share the economic benefits referred to above.

Referenced Clauses: 11.6.2, also 17.2.5
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. A list of Tetlit Gwich'in businesses and Tetlit Gwich'in interested in providing such services to potential contractors for surveys of the Tetlit Gwich'in Yukon land will be compiled from information provided by the Tetlit Gwich'in and individuals	Regional Surveyor General	complete
2. Contracts issued for the survey of Tetlit Gwich'in Yukon land Surveyor shall contain the condition that the Tetlit Gwich'in and Tetlit Gwich'in businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract	Regional Surveyor General	complete
3. Include list of Tetlit Gwich'in businesses and Tetlit Gwich'in interested in providing services to potential contractors with all requests for proposals	Regional Surveyor General	complete
4. Require documentary proof in a contractor's proposal that Tetlit Gwich'in businesses and Tetlit Gwich'in were given first consideration in providing services		complete

Project: Consultation prior to imposing a limitation of fish and wildlife harvesting rights

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The exercise of rights under chapter 12 is subject to limitations provided for in appendix C and to limitations provided in legislation enacted for purposes of conservation, public health or public safety. Any limitation provided for in legislation pursuant to 12.2.3 must be consistent with chapter 12, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes. Government shall consult with the Tetlit Gwich'in before imposing a limitation pursuant to 12.2.3.

Referenced Clauses: 12.2.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of a proposal to impose a limitation to fish and wildlife harvesting pursuant to 12.2.3; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	government	

Legislative/Regulatory Amendments:

- As may be proposed

Project: Establishment of a basic needs level for key freshwater fish and wildlife species

Project Manager: Government, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: A basic needs level for key freshwater fish and wildlife species may be established in the primary use area by government and the Tetlit Gwich'in.

Referenced Clauses: 12.4.4, also 12.4.5, 12.4.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. A basic needs level for key freshwater fish and wildlife species may be established in the primary use area	government, Gwich'in Tribal Council/Tetlit Gwich'in	as required

Planning Assumptions:

- A study may be conducted to define more clearly the factors listed in 12.4..5.
- Basic needs level means the number of harvestable animals of a species negotiated pursuant to a land claims agreement as a harvest allocation to a Yukon First Nation in its traditional territory or to the Tetlit Gwich'in in the primary use area.

Project: Adjustment of the basic needs level below the basic needs level established by government and the Gwich'in Tribal Council

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: In any year the adjusted basic needs level may vary upward or downward, but shall not fall below the basic needs level established pursuant to 12.4.4, unless the Tetlit Gwich'in consent.

Referenced Clauses: 12.4.10, also 12.4.4, 12.4.9
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. An adjusted basic needs level may be recommended to the Minister	Mayo District Renewable Resources Council	as required
2. Recommended adjusted basic needs level reviewed	responsible Minister	
3. If it is proposed that the adjusted basic needs level fall below the basic needs level established by government, consent of the Gwich'in Tribal Council/Tetlit Gwich'in is requested	government	
4. Request reviewed and written response provided	Gwich'in Tribal Council/Tetlit Gwich'in	
5. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, government	

Project: Identification of certain water bodies within the primary use area to be used primarily for freshwater fish food fishing by the Tetlit Gwich'in

Project Manager: Government, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government and the Tetlit Gwich'in may identify certain water bodies within the primary use area to be used primarily for freshwater fish food fishing by the Tetlit Gwich'in.

Where no water bodies are identified pursuant to 12.4.11, government shall ensure that the freshwater fish food needs of the Tetlit Gwich'in receive primary consideration in the allocation of freshwater fish resources in the primary use area.

Referenced Clauses: 12.4.11, 12.4.13
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Certain water bodies within the primary use area may be identified to be used primarily for freshwater fish food fishing by the Tetlit Gwich'in	government, Gwich'in Tribal Council/Tetlit Gwich'in	as required
2. Where no water bodies are identified pursuant to 12.4.11, the freshwater fish needs of the Tetlit Gwich'in shall receive primary consideration in the allocation of freshwater fish resources in the primary use area	government	as required

Project: Yukon Indian people, other than of the First Nation of Na'cho N'y'ak Dun, the Vuntut Gwich'in First Nation and the Dawson First Nation, require consent of the Tetlit Gwich'in to harvest for subsistence in the primary use area.

Project Manager: Tetlit Gwich'in designated organization/Gwich'in Tribal Council

Participant/Liaison: Yukon Indian people

Obligations Addressed: Yukon Indian people of Yukon First Nations other than the Yukon Indian people described in 12.5.1 may harvest for subsistence in the primary use area with the consent of the Tetlit Gwich'in.

Referenced Clauses: 12.5.2, also 12.5.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Tetlit Gwich'in/Gwich'in Tribal Council provided with a request to hunt for subsistence in the primary use area	applicant	as required
2. Proposal reviewed and formal response provided	Tetlit Gwich'in/ Gwich'in Tribal Council	
3. Further discussions, if found desirable	Tetlit Gwich'in/ Gwich'in Tribal Council, applicant	

Project: Consultation with the Tetlit Gwich'in prior to taking action on fish or wildlife matters which may affect the harvesting rights of the Tetlit Gwich'in

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall consult with the Tetlit Gwich'in prior to taking action on fish or wildlife matters which may affect the exercise of the harvesting rights of the Tetlit Gwich'in under this appendix.

Referenced Clauses: 12.6.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of a proposal to take action on fish or wildlife matters which may affect the exercise of the harvesting rights of the Tetlit Gwich'in under this appendix; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	government	

Project: Harvesting wildlife for purposes other than food

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Where the primary reason for harvesting wildlife is for purposes other than food, government and the Tetlit Gwich'in shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of the Tetlit Gwich'in for food.

Referenced Clauses: 12.7.1
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where government proposes the harvesting of wildlife for purposes other than food, the Gwich'in Tribal Council/Tetlit Gwich'in will be notified	government	as required
2. Exploration of methods of satisfying the needs of the Tetlit Gwich'in for food	government, Gwich'in Tribal Council/Tetlit Gwich'in	

Planning Assumptions:

- Where existing harvesting of wildlife is for purposes other than food, government may be approached by the Tetlit Gwich'in to jointly explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of the Tetlit Gwich'in for food.

Project: Application of pesticides and herbicides on Tetlit Gwich'in Yukon land by the Tetlit Gwich'in

Project Manager: Gwich'in Tribal Council/Tetlit Gwich'in

Participant/Liaison: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Obligations Addressed: Where forest resources are threatened by pests or diseases the Tetlit Gwich'in shall consult the Minister before applying or permitting the application of pesticides and herbicides on Tetlit Gwich'in Yukon land.

Where a pest or disease affects forest resources on Tetlit Gwich'in Yukon land, government and the Tetlit Gwich'in shall take such action as they may agree to control the problem.

Referenced Clauses: 13.4.1, 13.4.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Government notified of a proposal to apply or permit the application of pesticides and herbicides on Tetlit Gwich'in Yukon land where forest resources are threatened by pests or diseases; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	Gwich'in Tribal Council/Tetlit Gwich'in	as required
2. Proposal reviewed and views presented to Gwich'in Tribal Council/Tetlit Gwich'in	NAP	within period provided
3. Full and fair consideration given to views presented	Gwich'in Tribal Council/Tetlit Gwich'in	
4. Further, such action as may be agreed to will be taken to control the problem	NAP, Gwich'in Tribal Council/Tetlit Gwich'in	

Project: Application of pesticides and herbicides on Crown land within the primary use area

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Where forest resources are threatened by pests or diseases the Minister shall consult the Tetlit Gwich'in before applying pesticides and herbicides on Crown land within the primary use area.

Referenced Clauses: 13.4.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of a proposal to apply pesticides and herbicides on Crown land within the primary use area where forest resources are threatened by pests or diseases; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	NAP	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	NAP	

Project: Consultation with the Gwich'in Tribal Council on general priorities for fighting forest fires

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall consult with the Tetlit Gwich'in on general priorities for fighting forest fires on Tetlit Gwich'in Yukon land and on other lands in the primary use area.

Referenced Clauses: 13.5.2
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of general priorities for fighting forest fires on Tetlit Gwich'in Yukon land and on other lands in the primary use area; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	NAP	as required
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	within period provided
3. Full and fair consideration given to views presented	NAP	

Project: Forest fire fighting on Tetlit Gwich'in Yukon land

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government may take any action it considers necessary on Tetlit Gwich'in Yukon land for control or extinguishment of forest fires. Where practicable, government shall give notice to the Tetlit Gwich'in prior to taking such action.

Referenced Clauses: 13.5.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where practicable, the Gwich'in Tribal Council/Tetlit Gwich'in shall be notified prior to government taking action on Tetlit Gwich'in Yukon land to control or extinguish a forest fire	NAP	as required

Project: Contracts associated with silviculture within the primary use area

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with silviculture within the primary use area.

Any failure to provide written notice pursuant to 13.6.2 shall not affect the public tender process or the contract awards resulting therefrom.

Referenced Clauses: 13.6.2, 13.6.4, also 13.6.6., 13.6.7
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Written notice provided to the Gwich'in Tribal Council/Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with silviculture within the primary use area	NAP	as required

Training/Economic Opportunities:

- As may be associated with such contracts.

Project: First opportunity to accept any fixed term contract associated with silviculture

Project Manager: Department of Indian Affairs and Northern Development - Northern Affairs Program (NAP)

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by government associated with silviculture within the primary use area.

Failure to provide a first opportunity pursuant to 13.6.3 shall not affect any fixed term contract entered into associated with silviculture within the primary use area.

Referenced Clauses: 13.6.3, 13.6.5, also 13.6.6, 13.6.7
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in provided the first opportunity to accept any fixed term contract offered by government associated with silviculture within the primary use area	NAP	as required

Training/Economic Opportunities:

- As may be associated with such fixed term contracts.

Project: Participation in renewable resources management

Participant/Liaison: Government, First Nation of Na'cho N'y'ak Dun, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The Tetlit Gwich'in have the right to participate in any renewable resources management regime in the Yukon having jurisdiction in an area which includes the primary use area.

Referenced Clauses: 14.1.1, also 14.2.2, 14.2.3, 14.2.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Nomination of three members to the Mayo District Renewable Resources Council established pursuant to the Na'cho N'y'ak Dun final agreement after consultation with the First Nation of Na'cho N'y'ak Dun	Tetlit Gwich'in/ Gwich'in Tribal Council	after the Na'cho N'y'ak Dun final agreement
2. When exercising powers and responsibilities respecting the primary use area, the three members of the Council who are nominees of the First Nation of Na'cho N'y'ak Dun shall be replaced by three members who are nominees of the Tetlit Gwich'in/Gwich'in Tribal Council	Tetlit Gwich'in/ Gwich'in Tribal Council, First Nation of Na'cho N'y'ak Dun	
3. Any recommendations which are required to be made to the First Nation of Na'cho N'y'ak Dun, shall be made to the Gwich'in Tribal Council where such recommendations concern the primary use area	Mayo District Renewable Resources Council	

Planning Assumptions:

- The Mayo District Renewable Resources Council may meet in Fort McPherson, Northwest Territories.
- The Tetlit Gwich'in have an interest in the implementation planning to be conducted with respect to the renewable resources management regime in Yukon having jurisdiction in an area which includes the primary use area. It is assumed that the parties to that implementation planning will involve the Tetlit Gwich'in/Gwich'in Tribal Council in the planning process on issues which deal with the Yukon Transboundary Agreement.

Project: Consultation in the identification of quarries on Tetlit Gwich'in Yukon land

Project Manager: Government

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Government shall have one year from the date of settlement legislation to identify any quarry on Tetlit Gwich'in Yukon land.

Government shall consult with the Tetlit Gwich'in in the identification of quarries on Tetlit Gwich'in Yukon land.

Referenced Clauses: 15.2.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in notified of proposed quarries on Tetlit Gwich'in Yukon land; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	government	complete
2. Proposal reviewed and views presented to government	Gwich'in Tribal Council/Tetlit Gwich'in	complete
3. Full and fair consideration given to views presented	government	
4. Identification of any quarries	government	complete

Project: Right of access to exercise an existing mineral right on Tetlit Gwich'in Yukon land

Participant/Liaison: Person with an existing mineral right, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Any person having an existing mineral right on Tetlit Gwich'in Yukon land who does not have a right of access to Tetlit Gwich'in Yukon land under 15.3.1, or a right of access described in 3.4.1, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Tetlit Gwich'in Yukon land with the consent of the Tetlit Gwich'in or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 15.3.3, also 15.3.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council/Tetlit Gwich'in for access for purposes of exercising an existing mineral right on Tetlit Gwich'in Yukon land to cross and make necessary stops on Tetlit Gwich'in Yukon land	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Right of access to exercise an existing mineral right on land which is not Tetlit Gwich'in land

Participant/Liaison: Person with an existing mineral right, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Any person having an existing mineral right on land which is not Tetlit Gwich'in Yukon land who does not have a right of access to Tetlit Gwich'in Yukon land under 15.3.1 or a right of access described in 3.4.1, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Tetlit Gwich'in Yukon land with the consent of the Tetlit Gwich'in or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.

Referenced Clauses: 15.3.4, also 15.3.5, 15.3.6
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council/Tetlit Gwich'in for access for purposes of exercising an existing mineral right on land which is not Tetlit Gwich'in Yukon land to cross and to make necessary stops on Tetlit Gwich'in Yukon land	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Right of access to exercise a new mineral right on Tetlit Gwich'in Yukon land

Participant/Liaison: Person with a new mineral right, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Any person having a new mineral right on Tetlit Gwich'in Yukon land who does not have a right of access under 15.4.1, or 15.4.2 or a right of access described in 3.4.1, has a right of access, for purposes of exercising that new mineral right, to use, cross and make necessary stops on Tetlit Gwich'in Yukon land with the consent of the Tetlit Gwich'in or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 15.4.3
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council/Tetlit Gwich'in for access for purposes of exercising a new mineral right on Tetlit Gwich'in Yukon land, cross and make necessary stops on Tetlit Gwich'in Yukon land	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Right of access to exercise a new mineral right on land which is not Tetlit Gwich'in land

Participant/Liaison: Person with a new mineral right, Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Any person having a new mineral right on land which is not Tetlit Gwich'in Yukon land who does not have a right of access included in the right under 15.4.1, or a right of access described in 3.4.1, has a right of access, for purposes of exercising that new mineral right, to cross and make necessary stops on Tetlit Gwich'in Yukon land with the consent of the Tetlit Gwich'in or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Referenced Clauses: 15.4.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Consent requested of the Gwich'in Tribal Council/Tetlit Gwich'in for access for purposes of exercising a new mineral right on land which is not Tetlit Gwich'in Yukon land to cross and to make necessary stops on Tetlit Gwich'in Yukon land	applicant	as required
2. Proposal reviewed and written response provided to applicant	Gwich'in Tribal Council/Tetlit Gwich'in	
3. Further discussions, if found desirable	Gwich'in Tribal Council/Tetlit Gwich'in, applicant	
4. If consent is denied, the matter may be referred to the Surface Rights Board	applicant	

Project: Federal public service employment opportunities in the primary use area

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: Where federal public service employment opportunities exist in the primary use area, Canada shall treat the Tetlit Gwich'in on the same basis as a Yukon First Nation with respect to federal government obligations under the Umbrella Final Agreement in respect to employment opportunities and contracting.

Referenced Clauses: 17.1.1, also 17.1.3, 17.1.4
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. When federal public service employment opportunities present themselves in the primary use area, best efforts will be made to facilitate training of Tetlit Gwich'in so that they will have access to such employment opportunities	Canada	as required

Training/Economic Opportunities:

- As may be identified in conjunction with such employment opportunities in the primary use area

Project: Federal contracting in the primary use area

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: For contracts to be awarded in the primary use area, Canada undertakes to include on contract lists the names of those qualified Tetlit Gwich'in who have indicated an interest in contracting.

Referenced Clauses: 17.2.1, also 17.2.5
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Gwich'in Tribal Council/Tetlit Gwich'in given full opportunity to be registered on any lists or inventories Canada uses for contracting purposes	Canada	as required
2. Inclusion on contract lists the names of those qualified Tetlit Gwich'in who have indicated an interest in contracting		

Training/Economic Opportunities:

- As may be associated with any contracts awarded to qualified Tetlit Gwich'in

Project: Information regarding federal contracting

Project Manager: Canada

Participant/Liaison: Gwich'in Tribal Council/Tetlit Gwich'in

Obligations Addressed: The Tetlit Gwich'in may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available the authority shall make all reasonable efforts to provide the requested information.

At the request of the Tetlit Gwich'in, Canada shall provide information on how to access federal supply and services contracts and standing offers, and how to register on lists or inventories which Canada uses for contracting.

Where practicable, provision of information in 17.2.3 shall be through seminars and workshops.

Canada shall ensure that the Tetlit Gwich'in are advised on how to access federal contracting, and that the Tetlit Gwich'in and businesses owned by the Tetlit Gwich'in are given full opportunity to be registered on any lists or inventories Canada uses for contracting purposes.

Referenced Clauses: 17.2.2, 17.2.3, 17.2.4, 17.2.5
(Yukon Transboundary Agreement)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Information on federal contracting, and on how to access federal contracting shall be provided to the Gwich'in Tribal Council/Tetlit Gwich'in on request as provided in 17.2	Canada	as required

Project: Assignment of responsibilities and obligations among the Tetlit Gwich'in

Project Manager: Gwich'in Tribal Council

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start / finish)
1. Where appropriate, rights and obligations of the Tetlit Gwich'in assigned to designated Tetlit Gwich'in organizations	Gwich'in Tribal Council	prior to settlement legislation
2. Identify all rights and obligations assigned to designated Tetlit Gwich'in organizations in the public register established pursuant to 7.1.8 of the Gwich'in Agreement	Gwich'in Tribal Council	by settlement legislation
3. Record in the public register any changes of assignment	Gwich'in Tribal Council	on-going

Planning Assumptions:

- The Gwich'in Tribal Council will consider depositing the register of assignments related to the Yukon Transboundary Agreement in an established public repository in the Yukon.

ANNEX C

FINANCIAL PAYMENTS

1. BOARDS AND COMMITTEES:

The parties have agreed that the base funding amounts identified hereunder represent the implementation funding required for the listed Boards and Committees to fulfill their duties as identified in the Gwich'in agreement and Implementation Plan, including items relating to the Yukon Transboundary Agreement, for the second ten year implementation period. Each Board and Committee listed will fulfill its duties within the budget identified.

Subject to appropriation by Parliament, Canada will provide base funding according to the following schedule:

	2003-04	2004-05	2005-06	2006-07	2007-08	TOTAL
ARBITRATION PANEL	40,560	40,560	40,560	40,560	40,560	\$202,800
SETTLEMENT AREA HARVEST STUDY	100,000	100,000				\$200,000
RENEWABLE RESOURCES BOARD	653,917	653,917	653,917	653,917	653,917	3,269,585
RENEWABLE RESOURCE COUNCILS	264,000	264,000	264,000	264,000	264,000	1,320,000
LAND USE PLANNING BOARD	251,995	251,995	251,995	251,995	251,995	1,259,975
LAND AND WATER BOARD	672,851	672,851	672,851	672,851	672,851	3,364,255
SURFACE RIGHTS BOARD	0	0	0	0	0	0
TOTAL:	\$1,983,323	\$1,983,323	\$1,883,323	\$1,883,323	\$1,883,323	\$9,616,615
	2008-09	2009-10	2010-11	2011-12	2012-13	TOTAL
ARBITRATION PANEL	40,560	40,560	40,560	40,560	40,560	202,800
RENEWABLE RESOURCES BOARD	653,917	653,917	653,917	653,917	653,917	3,269,585
RENEWABLE RESOURCE COUNCILS	264,000	264,000	264,000	264,000	264,000	1,320,000
LAND USE PLANNING BOARD	251,995	251,995	251,995	251,995	251,995	1,259,975
LAND AND WATER BOARD	672,851	672,851	672,851	672,851	672,851	3,364,255
SURFACE RIGHTS BOARD	0	0	0	0	0	0
TOTAL:	\$1,883,323	\$1,883,323	\$1,883,323	\$1,883,323	\$1,883,323	\$9,416,615

Attached for reference purposes are the detailed cost worksheets which are identified in the activity sheet for each of the above-noted boards and committees. The worksheets were developed for the purpose of estimating the funding to be provided to each board or committee. It is not intended that a board or committee shall be constrained to any particular expenditure line item.

- See worksheets included as:

BOARD OR COMMITTEE	ATTACHMENT NUMBER
Arbitration Panel	A - 1
Renewable Resources Board	A - 2
Renewable Resources Councils	A - 3
Land Use Planning Board	A - 4
Land and Water Board	A - 5

2. MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD:

The obligation to create the Mackenzie Valley Environmental Impact Review Board (MVEIRB) is set out in the Gwich'in Comprehensive Land Claim Agreement, referenced in the Sahtu Comprehensive Land Claim Agreement (Chapters 24 and 25, respectively) and implemented by the *Mackenzie Valley Resource Management Act*. The base funding amounts identified hereunder represent the implementation funding for the MVEIRB to fulfill its duties as identified in the Gwich'in and Sahtu agreements and to other aboriginal groups within the Mackenzie Valley. A similar reference to the identification of funding to the MVEIRB will be made within the Sahtu Implementation Plan and in implementation plans for other claimant groups within the Mackenzie Valley once the claims have been settled if required.

Subject to appropriation by Parliament, Canada will provide base funding according to the following schedule:

	2003-04	2004-05	2005-06	2006-07	2007-08	TOTAL
MVEIRB	2,232,700	2,232,700	2,232,700	2,232,700	2,232,700	\$11,163,500
	2008-09	2009-10	2010-11	2011-12	2012-13	TOTAL
MVEIRB	2,232,700	2,232,700	2,232,700	2,232,700	2,232,700	\$11,163,500

The following is provided for information purposes only and does not form part of the Implementation Plan.

5. FEDERAL DEPARTMENTS

The Government of Canada's obligations are specified in the Gwich'in agreement.

Subject to appropriation by Parliament, these incremental funds will be provided to the federal departments listed and are identified hereunder for information purposes only.

The funds listed below may not be re-allocated by the Implementation Committee.

Government's obligations will be discharged when, in the opinion of the Implementation Committee, the required activities have been fulfilled.

	2003-04	2004-05	2005-06	2006-07	2007-08	TOTAL
Fisheries and Oceans	59,000	59,000	59,000	59,000	59,000	\$295,000
Environment - CWS	59,000	59,000	59,000	59,000	59,000	\$295,000
DIAND	266,278	266,278	266,278	266,278	266,278	\$1,331,390

	2008-09	2009-10	2010-11	2011-12	2012-13	TOTAL
Fisheries and Oceans	59,000	59,000	59,000	59,000	59,000	\$295,000
Environment - CWS	59,000	59,000	59,000	59,000	59,000	\$295,000
DIAND	266,278	266,278	266,278	266,278	266,278	\$1,331,390

The financial payments identified above in paragraphs 1, 2, 3, and 4 will be adjusted annually based on the following formula:

Calculation of Base Funding Amounts, Adjustment Factors and Net Transfer Amounts

1. Annual Calculation of Transfer Amounts

Base Funding Amount (BFA)¹

The Base Funding Amount (BFA) for a fiscal year is equal to the previous fiscal year Base Funding Amount, multiplied by the “Annual Price Adjustment Factor”.

Annual Price Adjustment Factor (APAF)²

The Annual Price Adjustment Factor (APAF) to be applied for a fiscal year is equal to the quotient obtained by taking the Final Domestic Demand Implicit Price Index (FDDIPI)³, for the second quarter of the calendar year immediately preceding the calendar year in which the new fiscal year for which the adjustment is being made begins, and dividing it by the FDDIPI for the second quarter of the calendar year prior to the immediately preceding year.

The FDDIPI values used to calculate the Annual Price Adjustment Factor which is to be applied to determine the Base Funding Amount for a particular fiscal year will be the FDDIPI published by Statistics Canada immediately following the end of the second quarter of the calendar year immediately preceding the calendar year in which the particular fiscal year commences. In the event that there is a delay in publishing the

¹ **“Base Funding Amount”** for any fiscal year means the amount payable by Government to the recipients identified above in sections 1, 2, 3, and 4, adjusted for a fiscal year under this Implementation Plan.

² **“Annual Price Adjustment Factor”** means, for a calendar year, FDDIPI for the second quarter of that calendar year divided by FDDIPI for the second quarter of the year immediately preceding that calendar year, using the data first published by Statistics Canada following the end of the second quarter of that latter calendar year.

³ **“FDDIPI”** as used in this Implementation Plan, refers to the *Canada Final Domestic Demand Implicit Price Index* as published regularly by Statistics Canada for the second quarter, on or about August 29 of each year, in CANSIM II Table 380-0003, Series D100466, and printed in Catalogue Number 13-001, matrix 10512, labelled as “Canada Implicit price index; Final Domestic Demand,” or any successor publication.

second quarter statistics, then the Annual Price Adjustment Factor from the previous year, or an estimate as otherwise agreed by the Implementation Committee, may be used until the statistics are available, and any subsequent adjustments will be made prior to the disbursement of the next scheduled payment.

New fiscal year Base Funding Amount (BFA) = previous year Base Funding Amount multiplied by the Annual Price Adjustment Factor (APAF), or

$$BFA_y = BFA_{y-1} \times APAF$$

where:

$$APAF = FDDIPI_{2Q\ y-1} / FDDIPI_{2Q\ y-2}$$

and where:

$FDDIPI_{2Q\ y-1}$ is the first published value of FDDIPI for the second quarter of the calendar year immediately preceding the calendar year in which the new fiscal year begins; and

$FDDIPI_{2Q\ y-2}$ is the value of FDDIPI for the second quarter of the calendar year prior to that immediately preceding (y-1) calendar year, which is published in the same publication and at the same time as the FDDIPI value used for 2Qy-1.

Once an Annual Price Adjustment Factor has been calculated, the result shall be final and shall not be subject to revisions, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, rebasing or other changes to FDDIPI figures used to calculate the Annual Price Adjustment Factor for fiscal years of this agreement shall not result in adjustments to the Annual Price Adjustment Factor for previous fiscal years.

ANNEX D COMMUNICATION AND INFORMATION STRATEGY

1. PUBLIC ENVIRONMENT

A requirement of the Gwich'in Comprehensive Land Claim Agreement is that it be accompanied by an Implementation Plan which describes a communication and information strategy to inform interested parties of the content of the plan and the agreement.

A functional part of the implementation is the communication of such a plan. Direct involvement of the major players in transmitting information to their respective clients will increase the odds toward successful implementation because the level of understanding among all target groups determines the success rate.

Settlement of the Gwich'in land claim is a priority of the parties to the agreement. A smooth implementation of the settlement, through effective communications, will make the process a more positive experience.

Communications initiatives surrounding the implementation process must be a "nuts and bolts", "grass roots" attempt to inform disparate target audiences of the implementation process. Careful targeting of audiences and use of the most effective media for presentation of information is essential.

2. TARGET AUDIENCES

Gwich'in Leadership and Beneficiaries

Because the implementation of the Gwich'in agreement affects the Gwich'in most directly, leadership involvement is very important to ensure a smooth and equitable implementation of the settlement. Acceptance of the agreement by Gwich'in institutions and their assistance in implementation will depend on a clear understanding of the process.

Government of the Northwest Territories

Direct involvement of the Government of the Northwest Territories is also essential to the implementation process.

Federal Government

Because of the all-encompassing nature of the implementation process and the number of federal departments and employees involved, dissemination of information about the process throughout the federal government's regional offices in the Northwest Territories is necessary to provide the responsible staff with the proper tools and knowledge.

The Department of Indian Affairs and Northern Development will also be directly responsible for informing other federal departments, Members of Parliament and Senators, audiences south of 60 and third-party interests, including industry and non-native residents. Most of the dissatisfaction for the claim will be found among third-party interest groups -- effective communication will alleviate many problems that might arise and allow for smoother implementation.

Industry

Although industry will not be involved in the implementation process, it will be directly affected by the process and will have to operate within a new environment. Industry will therefore, want to be informed of any actions that will have an impact on them.

Northern Public

Communication of the implementation process is essential in maintaining harmony in the Gwich'in settlement area. It is through effective communications that the concept of fairness and equity of the Gwich'in agreement to all third-party and non-beneficiaries will be reinforced.

Media (Native and Northern)

Media coverage in the North with respect to the implementation of the Gwich'in agreement will be extensive. The continuation of open and effective communications, such as joint news briefings on implementation developments, will ensure accurate coverage.

Southern Media/Public

Distribution of information and media kits should continue, as required, to ensure public awareness of the Gwich'in agreement and related boards and committees.

3. COMMUNICATIONS OBJECTIVES

- Identify and convey to all target audiences the specific undertakings, responsibilities, costs, benefits and time frames involved in the implementation of the agreement.
- Outline the impact of the Gwich'in agreement on existing legislation and regulations, both federal and territorial.
- Stress that the implementation plan was negotiated to implement the agreement; and will be managed by the Implementation Committee.

4. MESSAGES

- The Gwich'in agreement is balanced and fair, respecting the interests of the Gwich'in, non-beneficiaries and industry and it will be implemented in an efficient and considerate manner.
 - The specific undertakings, responsibilities, costs and time frames are ...
 - The results and effects of implementation on existing legislation, program delivery and regulations are ...

5. **STRATEGIC CONSIDERATIONS**

A proactive communications approach will emphasize the accomplishments of negotiations that resulted in the Gwich'in Comprehensive Land Claim Agreement. Clear, timely and readily available information on the implementation process to people in the Gwich'in settlement area is a priority.

General information on implementation will be conveyed through media, interest groups, community information sessions and internal communications workshops immediately following Settlement Legislation.

Activities in support of implementation will be less event-driven and consist primarily of general public information measures.

6. **ACTIVITIES**

- A series of information sheets and brochures explaining the implementation process were drafted by the Department of Indian Affairs and Northern Development. These information sheets and brochures explain particular aspects of the implementation process in detail.
- Workshops for government employees will be held to develop a broader understanding of the agreement.
- The use of local media, specifically the development of public service announcements (unpaid). Within normal departmental budgets, paid advertising on CBC radio and television, local native radio stations and the local papers should be explored.

7. **PROCESS**

- The principal activities (information sheets, media briefings, and development of public service announcements) will be coordinated by the Department of Indian Affairs and Northern Development in consultation with the Gwich'in Tribal Council, the Government of the Northwest Territories and other federal departments.

ANNEX E

IMPLEMENTATION COMMITTEE

GENERAL

1. Canada, the Government of the Northwest Territories and the Gwich'in Tribal Council shall continue to designate a senior representative to the Implementation Committee for a second ten year implementation period.
2. The Implementation Committee will act in conformity with the Gwich'in Comprehensive Land Claim Agreement (GCLCA) and will be guided by the Implementation Plan.
3. The Implementation Committee shall operate on a consensus basis and shall keep a record of the issues discussed and its determinations.
4. Each party shall be responsible for the costs of the participation of its appointee to the Implementation Committee.
5. The Implementation Committee shall submit an annual report, pursuant to 28.2.3 (e) of the GCLCA. Canada shall be responsible for publishing the annual report.

ROLES AND RESPONSIBILITIES

6. In addition to the functions described in 28.2.3 of the GCLCA, the Implementation Committee shall:
 - a. make recommendations respecting the implementation of the GCLCA; and
 - b. pursuant to paragraph 8, determine when obligations have been fulfilled.
7. The Implementation Committee will fulfill its ongoing responsibility to oversee, direct and monitor the implementation of the GCLCA by soliciting periodic activity reports from the parties which will indicate the status of implementation activities undertaken to date and a projection of the action that will be taken by the end of each fiscal year. The Implementation Committee will review the activity reports and communicate with the parties with respect to action that could be taken to facilitate implementation.

8. The Implementation Committee will determine from time to time when an obligation has been fulfilled. To determine whether an obligation has been fulfilled, the Implementation Committee shall review activity reports as follows:
 - (a) activities will be fulfilled when the activity described in the Implementation Plan has been completed.
 - (b) activities will be reviewed annually by the Implementation Committee which will determine the status of the obligations.
9. The Implementation Committee may revise the Activity Sheets, reallocate resources, or amend the Implementation Plan following consultations with the agencies or parties affected. Reallocation of funding by the Implementation Committee may be done only with respect to the allocation of funds as set out in Annex C-1, C-2, C-3 and C-4.
10. Should the Implementation Committee make a decision that requires resources additional to those identified in the Implementation Plan, the Implementation Committee shall recommend that additional resources be provided. Upon review, Canada retains the right to accept, modify, or reject any recommendations for additional resources. Canada will provide a response to a recommendation for additional resources to the parties.

ANNUAL REPORT

11. Among other things, the annual report will identify:
 - activities that have been completed, as determined pursuant to paragraph 8;
 - a description of the activities performed by the parties and implementing bodies;
 - a summary of appropriate decisions made by the Implementation Committee with respect to the implementation of the GCLCA, and any amendments to the Implementation Plan as agreed; and,
 - if required, any outstanding implementation issues by each party.

REVIEW AND RENEWAL OF THE IMPLEMENTATION PLAN

12. Prior to the end of the second ten year implementation period, and no later than April 2010, the Implementation Committee will initiate and complete a full review of the Implementation Plan.
13. Following the completion of the full review and no later than April 2012, the Implementation Committee will make recommendations to the parties respecting the continued implementation of the GCLCA.

14. Each party shall be responsible for the costs of the participation of its representatives in any reviews and renewals.

MEDIATION

15. Unless otherwise agreed, as a first step, the Implementation Committee will attempt to resolve any outstanding implementation issue(s) which arise through discussion and negotiation.
16. If the outstanding implementation issue(s) can not be resolved through further discussion and negotiation, the Implementation Committee may use mediation as a next step, and, if agreed, will enter into discussions on the appointment of a mediator.
17. Once the mediator is appointed by the members of the Implementation Committee, the mediator shall, without delay, consult with the parties to the dispute and arrange for the commencement of the mediation.
18. The mediation shall be concluded within a period of four hours from its commencement unless the parties to the dispute and the mediator agree to an extension.
19. All costs of mediating a dispute, including the remuneration and expenses of the mediator, but excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute, unless provided otherwise in the GCLCA. Each party to the dispute is responsible for the costs incurred by it.
20. Upon termination of the mediation proceedings, the mediator shall submit a non-binding mediation report to the parties to the dispute, including the degree to which the parties to the dispute reached any agreement.
21. The Implementation Committee will decide on how to proceed within a reasonable period of time following receipt of the non-binding mediation report.