

## **BEAUFORT/DELTA SELF-GOVERNMENT**

### **NEGOTIATIONS PROCESS AND SCHEDULE AGREEMENT**

This Beaufort/Delta Self-Government Negotiations Process and Schedule Agreement is hereby initialled by the chief negotiations for the parties signifying their intent to recommend its acceptance by their principals.

Initialled at Inuvik, N.W.T., this day of 07<sup>th</sup> May, 1996.

For the Inuvialuit and  
Government  
The Gwich'in

For Canada

For the  
of the Northwest  
Territories

Bob Simpson  
Chief Negotiator

John U. Bayly, Q.C.  
Chief Negotiator

Gabriela Sparling  
Chief Negotiator

**BEAUFORT SELF-GOVERNMENT  
NEGOTIATIONS PROCESS AND SCHEDULE AGREEMENT**

AMONG:

The INUVIALUIT, as represented by the Inuvialuit Regional Corporation;

AND:

The GWICH'IN, as represented by the Gwich'in Tribal Council;

AND:

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 Responsible for Aboriginal Affairs, (hereinafter referred to as the "GNWT")

(hereinafter referred to collectively as the "Parties")

Whereas the Gwich'in and the Inuvialuit have made a written request to both Canada and the GNWT indicating their desire to negotiate jointly and conclude a self-government agreement;

And Whereas the Inuvialuit and the Gwich'in are working cooperatively with local municipalities in that part of the Northwest Territories commonly referred to as the Beaufort/Delta towards the restructuring of institutions of public government;

And Whereas Chapter 5 and Appendix B of the Gwich'in Comprehensive Land Claim Agreement (the "GCLCA") provides for the negotiation of self-government agreements with the Gwich'in, and in particular, 1.3 of Appendix B of the GCLCA provides that:

- 1.3 The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, the relationship between government and Gwich'in institutions and to accommodate Gwich'in self-government within the framework of public government.

And Whereas 4(3) of the Inuvialuit Final Agreement provides that:

- 4.3 Canada agrees that where restructuring of the public institutions of government is considered for the Western Arctic Region, the Inuvialuit shall not be treated less favourably than any other native groups or native people with respect to the governmental powers and authority conferred on them;

And Whereas the Government of Canada and the GNWT recognize the inherent right of self-government as an existing Aboriginal right under section 35 of the *Constitution Act, 1982*;

And Whereas the Parties intend to negotiate expeditiously a self-government agreement (hereinafter referred to as the "final agreement");

And Whereas 5.2 of Appendix B of the GCLCA provides that:

- 5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:
  - (a) the order in which the matters to be negotiated are to be addressed;
  - (b) the time frame within which negotiations will take place; and
  - (c) such other matters as may be necessary or desirable;

And Whereas the Parties are concluding this self-government negotiations process and schedule agreement to govern the conduct of their negotiations,

which agreement is non-binding and without prejudice to their respective legal positions;

Now Therefore, the Parties agree as follows:

1. Objective of Negotiations

The objective of the negotiations is to complete a final agreement that meets the objectives referred to in 1.3 of Appendix B of the GCLCA, is consistent with 4(3) of the Inuvialuit Final Agreement and implements the inherent right of self-government for the Gwich'in and the Inuvialuit.

2. Purpose of this Agreement

2.1 The purpose of this Agreement is to facilitate effective, timely and orderly negotiations towards an agreement-in-principle and a final agreement based on the agreement-in-principle.

2.2 This Agreement:

- (a) sets out an approach to, and process for negotiations;
- (b) identifies the scope of negotiations;
- (c) establishes an agenda and timetable for negotiations;

3. Parties

3.1 The parties to the agreement-in-principle and the final agreement will be the Inuvialuit, the Gwich'in, Canada and the GNWT.

4. Negotiation Teams

4.1 Each party will be represented at the main negotiations table by its Chief Negotiator.

4.2 Each party shall provide to the other parties written notice of the appointment of its Chief Negotiator.

4.3 Where a Party removes or replaces its Chief Negotiator, it shall forthwith provide to the other Parties written notice of such removal or replacement.

4.4 Each Party's Chief Negotiator may designate a person or persons to act in his or her place.

4.5 The Chief Negotiators shall be responsible for the conduct of the negotiations to complete the agreement-in-principle and the final agreement.

- 4.6 The size and composition of each Party's negotiations team shall be determined by its Chief Negotiator.
- 4.7 Individuals who are not members of negotiations teams may attend negotiating sessions with the approval of the Chief Negotiators.
- 4.8 The Chief Negotiators may set up working groups and define their tasks.
- 4.9 Working groups shall report to the Chief Negotiators as requested.
- 4.10 Unless otherwise agreed to by the Chief Negotiators, working group discussions are without prejudice to the Parties' respective positions at the main negotiations table.

5. Process to Conclude an Agreement-in-Principle and Final Agreement

- 5.1 The Parties agree to negotiate in good faith and to use their best efforts to reach the sub-agreements necessary to complete the agreement-in-principle.
- 5.2 The Parties will work co-operatively to clarify and respond to each Party's interests and positions, to identify barriers to reaching agreements, to develop options and to set criteria for evaluating those options.
- 5.3 Upon agreement of the Chief Negotiators, the Parties may work on more than one subject matter in any time period.
- 5.4 Subject to section 5.3, the Parties will negotiate the subject matters in the order agreed to by the Chief Negotiators from time to time.
- 5.5 The results of the negotiation of a subject matter will be contained in a sub-agreement of the agreement-in-principle and initialled by the Chief Negotiators.
- 5.6 Any sub-agreement which has been initialled may be reopened upon the request of a Chief Negotiator and any amendments resulting from negotiations shall be initialled by the Chief Negotiators.
- 5.7 Once all sub-agreements have been initialled, the Parties will work towards completion of the agreement-in-principle incorporating all the sub-agreements and such other provisions as may be deemed necessary for completion of the agreement-in-principle.
- 5.8 The agreement-in-principle will be completed once it, after having been initialled by the Chief Negotiators, is ratified by the Parties in the manner

set out therein and signed on behalf of the Parties by their authorized representatives.

- 5.9 After completion of the agreement-in-principle the Parties shall negotiate in good faith and use their best efforts to work towards completion of the final agreement based on the agreement-in-principle.

6. Subject Matters for Negotiation

- 6.1 Negotiations shall address the following subject matters:

6.1.1 establishment of government structures, internal constitutions, elections, leadership selection processes;

6.1.2 structures and procedures of government bodies for Gwich'in and Inuvialuit;

6.1.3 accountability to Inuvialuit of Inuvialuit institutions;

6.1.4 accountability to Gwich'in of Gwich'in institutions;

6.1.5 legal status and capacity of governing bodies for Gwich'in and Inuvialuit;

6.1.6 membership;

6.1.7 Gwich'in language and culture;

6.1.8 Inuvialuit language and culture;

6.1.9 Education and training;

6.1.10 Social services;

6.1.11 Health services;

6.1.12 Child welfare, guardianship and customary adoption;

6.1.13 Administration of justice;

6.1.14 Policing;

6.1.15 Wills and estates;

6.1.16 Housing;

- 6.1.17 Use, management, administration, control and protection of “settlement lands”, as defined in the GCLCA, and “Inuvialuit lands”, as defined in the Inuvialuit Final Agreement;
- 6.1.18 Raising of revenue for local purposes, including taxation;
- 6.1.19 Roads and traffic;
- 6.1.20 Local government infrastructure, including programs and services;
- 6.1.21 Economic development, including tourism;
- 6.1.22 Implementation plans and financial arrangements relating to the final agreement;
- 6.1.23 Procedures for the amendment of the final agreement;
- 6.1.24 Transition from existing Gwich'in institutions to future Gwich'in institutions;
- 6.1.25 Transition from existing Inuvialuit institutions to future Inuvialuit institutions;

## 7. Public Information

- 7.1 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, the Parties agree that:
  - 7.1.1 from time to time, the Parties may jointly attend meetings with such individuals, organizations or groups as they may agree will assist in the process of consensus building, and without restricting the generality of the foregoing, the Parties will jointly hold at least one public information session in each of the local municipalities in the Beaufort/Delta prior to completion of the agreement-in-principles;
  - 7.1.2 any of the Parties may, separately, carry out such additional information and education initiatives as they see fit, including initiatives to obtain a broad range of input; and

notwithstanding the desire to keep the public informed, the Chief Negotiators may agree that details of positions and documents exchanged or developed by the Parties shall be confidential and in such event disclosure of such details shall not be made except as required by law.

- 6.1.26 Constitutional protection for the final agreement;

6.1.27 Marriage;

6.1.28 Dispute resolution mechanisms;

6.1.29 Ratification of the agreement-in-principle and the final agreement;  
and

6.1.30 Matters relating to the foregoing, or as may be otherwise agreed to  
by the Chief Negotiators.

8. Timetable

8.1 The Parties shall make best efforts to complete an agreement-in-principle within two (2) years of the signing of this Agreement, and to complete a final agreement within the time frame set out in the agreement-in-principle.

9. Procedures for Meeting Sessions

9.1 The majority of negotiating sessions shall be held in the Beaufort/Delta.

9.2 Unless otherwise agreed to by the Chief Negotiators, agendas, time and location of a proposed negotiating session shall be determined at least two week in advance of the proposed session.

9.3 Unless otherwise agreed to by the Chief Negotiators, the negotiating sessions will not be formally chaired.  
9.3.1

9.4 The Parties will, from time to time, make an effort to issue joint statements to the media on the progress of the negotiations.

9.5 The Parties may separately from time to time, provide information to the media with respect to negotiations, and notwithstanding 9.1.3, at these times, details of positions and documents exchanged or developed by the Parties during negotiations will be treated as confidential.

10. Funding for Negotiations

10.1 Funding by Canada of the Gwich'in and the Inuvialuit for the negotiation of the agreement-in-principle and the final agreement shall be according to Canada's policy for self-government negotiations.

11. Amendments



11.1 This Agreement may be amended in writing by agreement of the Chief Negotiators.

12. Interpretation

12.1 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations of any of the Parties.

12.2 Negotiations to be undertaken pursuant to this Agreement and any positions taken by any Party in these negotiations are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

SIGNED AT \_\_\_\_\_, Northwest Territories, the \_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE GWICH'IN

FOR THE INUVIALUIT

Richard Nerysoo  
Gwich'in Tribal Council

Nellie Cournoyea, Chairman  
Inuvialuit Regional Corporation

FOR HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA

FOR THE GOVERNMENT OF  
THE NORTHWEST  
TERRITORIES

Ronald A. Irwin  
Minister of Indian Affairs  
And Northern Development

Jim Antoine  
Minister Responsible for  
Aboriginal Affairs