

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

AMONGST:

THE SAHTU DENE AND METIS OF DELINE, as represented by the
DELINE LAND CORPORATION and the Chief and Council of the DELINE
DENE BAND (hereinafter collectively referred to as "Deline")

OF THE FIRST PART

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")

OF THE SECOND PART

AND:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as
represented by the Minister Responsible for Aboriginal Affairs
(hereinafter referred to as the "GNWT")

OF THE THIRD PART

(hereinafter collectively referred to as the "Parties")

WHEREAS Deline has made a written request to Canada and sent a copy of the request to the GNWT indicating its desire to negotiate and conclude a self-government agreement;

AND WHEREAS Chapter 5 and Appendix B of the Sahtu Dene and Metis Comprehensive Land Claim Agreement ("the CLCA") provides for the negotiation of self-government agreements, and in particular, 1.1 of Appendix B of the CLCA states that:

- 1.1 Government shall enter into negotiations with the Sahtu Dene and Metis pursuant to this framework agreement with a view to concluding self-government agreements which enable the Sahtu Dene and Metis to

govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Metis;

AND WHEREAS 3.1.14(a) of the CLCA states that:

3.1.14(a) Nothing in this agreement (“the CLCA”) shall be construed to affect any aboriginal or treaty right to self-government which the Sahtu Dene and Metis may have;

AND WHEREAS 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 Deline wants to negotiate a self-government agreement that builds on the relationship established through Treaty No. 11, entered into in 1921;

AND WHEREAS the Parties intend to negotiate expeditiously a self-government agreement (hereinafter referred to as the “final agreement”);

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 CLCA 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 self-government agreement that meets the obligation to negotiate self-government as per the

CLCA, meets the objectives referred to in Appendix B of the CLCA and implements the inherent right of self-government for Deline.

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; and
- (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 Deline, 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 through agreed to Terms of Reference.

4.8.1 Upon signing of this agreement the parties agree to the establishment of a joint financial and implementation working group (JFIWG). The JFIWG shall perform such tasks as are jointly assigned by the chief negotiators.

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 sub-agreements which together will form an 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 sub-agreement 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 will be initialled by the Chief Negotiators.

5.6 Any sub-agreements which has been initialled may be re opened upon the request of a Chef Negotiator and any amendments resulting from negotiations shall be initialled by the Chief Negotiator.

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, and may include, the following matters in a manner not inconsistent with the CLCA as set out in 5.1.4 of chapter 5:

- (a) the development of a constitution for the Deline First Nation Government including:
 - (i) structures and procedures,
 - (ii) accountability to Deline of Deline institutions,
 - (iii) legal status and capacity of Deline Governments, and
 - (iv) membership;
- (b) Sahtu Dene and Metis culture and language;
- (c) housing;
- (d) use, management, administration, control and protection of settlement lands;
- (e) raising of revenue for local purposes, including taxation and fines;
- (f) education and training;
- (g) social services;
- (h) health services;
- (i) roads and traffic;
- (j) local government infrastructure, including programs and services;
- (k) economic development, including tourism;
- (l) child welfare, guardianship and customary adoption;
- (m) wills and estates;
- (n) administration of justice;
- (o) implementation plans and financial arrangements relating to self-government agreements;

- (p) procedures for the amendment of self-government agreements;
- (q) transition from existing institutions to future Deline institutions;
- (r) intoxicants;
- (s) gaming;
- (t) labour;
- (u) marriage;
- (v) policing;
- (w) constitutional protection for the final agreement;
- (x) dispute resolution mechanisms;
- (y) ratification of the agreement-in-principle and the final agreement;
and
- (z) matters relating to the foregoing, or as may be otherwise agreed.

7. Timetable

- 7.1 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.

8. Procedures for Meeting Sessions

- 8.1 The majority of negotiating sessions shall be held in the Deline District.
- 8.2 Unless otherwise agreed to by the Chief Negotiators, agendas, time and location of a proposed negotiating session shall be determined at least two weeks in advance of the proposed session.
- 8.3 Unless otherwise agreed to by the Chief Negotiators, the negotiating sessions will not be formally chaired.

9. Public Information

- 9.1 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 agreed that:

9.1.1 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 two public information sessions in the Deline District prior to completion of the agreement-in-principle;

9.1.2 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

9.1.3 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 even disclosure of such details shall not be made except as required by law.

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

9.3 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 Deline 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 IN the Deline District in the Northwest Territories this ____ day of _____, 1998.

FOR DELINE
QUEEN

FOR HER MAJESTY THE
IN RIGHT OF CANADA

Chief, Deline Dene Band

Minister of Indian Affairs and
Northern Development

President, Deline Land Corporation

FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES

Minister Responsible for Aboriginal
Affairs