

Déline Final Self-Government Agreement



**OUR PEOPLE
OUR FUTURE
OUR DÉLINE**

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GLOSSARY AND PRONUNCIATION GUIDE

ʔekw'ahṭɪdǎ: (chief)

Pronunciation: eh-kw'ah-tee-day

Meaning: highest honest leader

ʔɔhda: (Elders)

Pronunciation: own(h)-da

Meaning: Elders

Délɪnɛ:

Pronunciation: Deh-le-nay

Meaning: where the water flows

Délɪnɛ ʔɔhda K'áowə Kə: (name given to Elders Council)

Pronunciation: Deh-le-nay Own(h)-da Kah-way Kay

Meaning: Délɪnɛ (where the water flows)

ʔɔhda (Elders)

K'áowə (Leader)

Kə (Group)

Délɪnɛ Got'ɪnɛ ʔeʔadó: (name for the Constitution)

Pronunciation: Deh-le-nay Go-t'ee(click sound)-nay Eh-y-ah-doe

Meaning: Délɪnɛ (where the water flows)

Got'ɪnɛ (one group of people)

ʔeʔadó (Highest Law)

Délɪnɛ Got'ɪnɛ Government (DGG):

Pronunciation: Deh-le-nay Go-t'ee(click sound)-nay

Meaning: Délɪnɛ (where the water flows)

Got'ɪnɛ (one group of people)

Déljñę K'owədó Kə: (name given to Main Council)

Pronunciation: Deh-le-nay Kah-way-doe Kay

Meaning: Déljñę (where the water flows)

K'owədó (Highest Leaders)

Kə (Group)

Déljñę Łénats'ehdá Dzené: (name given to the Community Gathering)

Pronunciation: Deh-le-nay See-eh-na-ts'ay-day Dzeh-neh

Meaning: Déljñę (where the water flows)

Łénats'ehdá (Gathering)

Dzené (Day/Date)

Dene Gha Gok'ə réhkw'i: (beneficiary board)

Pronunciation: Deh-nay Ga Go-k'ay-ray-kw'ee

Meaning: Dene (People)

Gha (for)

Gok'ə réhkw'i (sitting)

Dene K'ə Dats'eredı Kə: (name given to the Justice Council)

Pronunciation: Deh-nay K'ay Da-ts'ay-ray-dee Kay

Meaning: Dene (People)

K'ə (on behalf of)

Dats'eredı (Prevention, Defending, Helping)

Kə (Group)

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DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

PREAMBLE

- WHEREAS the Government of Canada and the Government of the Northwest Territories recognize that the inherent right of self-government is an existing aboriginal right under section 35 of the *Constitution Act, 1982*;
- WHEREAS the Sahtu Dene and Metis Comprehensive Land Claim Agreement (September 6, 1993) provides for the negotiation of self-government agreements by the Government of Canada, the Government of the Northwest Territories and Sahtu Dene and Metis communities;
- WHEREAS it is the intent of the Sahtu Dene and Metis of Déljñę to have a unified aboriginal public government close to the community level;
- WHEREAS the Sahtu Dene and Metis of Déljñę intend to preserve the ability to seek through the mechanisms of this Self-Government Agreement or of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, as appropriate, additional Jurisdictions and Authorities not described in this Self-Government Agreement;
- WHEREAS the Government of Canada, the Government of the Northwest Territories and the Sahtu Dene and Metis of Déljñę have negotiated this Self-Government Agreement to establish the Déljñę Government to act in place of the Déljñę First Nation Band (#754) and the Charter Community of Déljñę;
- WHEREAS the Sahtu Secretariat Inc. will transfer certain of the powers of a Designated Sahtu Organization under 7.1.1 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement to the Déljñę Got'jñę Government;
- WHEREAS the Sahtu Dene and Metis of Déljñę have ratified this Self-Government Agreement and a Déljñę Got'jñę ?e?adó;

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WHEREAS representatives of the Government of Canada and the Government of the Northwest Territories and the Sahtu Dene and Metis of Déljñę are authorized to sign this Self-Government Agreement, which, when given effect by Parliament and the Legislature of the NWT, will be recognized as a treaty under the *Constitution Act, 1982*;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 In this agreement:

"**ʔekw'ahtjdé**" means the leader of the DGG described in 3.4.1a); (*ʔekw'ahtjdé*)

"**ʔohda Representative**" means the member of the Déljné ʔohda K'áowə Kə, provided for in 3.4.1c), appointed to sit on the Déljné K'áowədó Kə; (*représentant des ʔohda*)

"**Adult**" means a person who has attained the age of majority in accordance with NWT Law; (*adulte*)

"**Adult Education**" means education of Adults other than Students; (*éducation des adultes*)

"**All-Terrain Vehicle**" means an All-Terrain Vehicle as defined under the *All-Terrain Vehicles Act* (NWT); (*véhicule tout-terrain*)

"**Authority**" means any power other than Jurisdiction; (*pouvoir*)

"**Canada**" unless it is otherwise clear from the context, means the Government of Canada; (*Canada*)

"**Charter Community**" means the Charter Community of Déljné established pursuant to the *Charter Communities Act*, R.S.N.W.T. 1988, c.C-4; (*collectivité à charte*)

"**Child**" or "**Children**" means a person or persons not having attained the age of majority in accordance with NWT Law; (*enfant*)

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"Child and Family Services" means services provided for:

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

"Client" means an individual who has applied for or is receiving Income Support; (*bénéficiaire*)

"Commissioner's Lands" means lands in the Community of Déljñę under the administration and control of the GNWT pursuant to the *Commissioner's Land Act* (NWT) or the *Northwest Territories Lands Act* (NWT) or held in fee simple by the Northwest Territories Housing Corporation but does not include lands held in fee simple by the Northwest Territories Power Corporation; (*terres domaniales*)

"Community of Déljñę" means the area described in schedule "B"; (*collectivité de Déljñę*)

"Conflict" means actual conflict in operation or operational incompatibility; (*conflit*)

"Consult" and **"Consultation"** means:

- a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- b) the provision of a reasonable period of time in which the party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and
- c) full and fair consideration by the party obliged to consult of any views presented; (*consultation et consulter*)

"Contaminated Site" means a site where persons have abandoned or disposed of substances of such a nature and in such manner, quantity or concentration that the

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substances constitute or are likely to constitute a danger to human life or health or to the environment; (*site contaminé*)

"**Curriculum Framework**" means the prescribed learning outcomes for primary (Kindergarten-grade 3), intermediate (grades 4-6), junior (grades 7-9) and senior (grades 10-12) grade levels; (*cadre commun des programmes d'études*)

"**DéljñĚ ʔǫhda K'áowə Kə**" means the body described in 3.4.1c); (*ʔǫhda K'áowə Kə de DéljñĚ*)

"**DéljñĚ District**" means the area described in schedule "A" of the FSGA; (*district de DéljñĚ*)

"**DéljñĚ First Nation Band**" means the band recognized by Canada pursuant to the *Indian Act* (Canada) and bearing number 754; (*bande de la Première Nation de DéljñĚ*)

"**DéljñĚ Got'jñĚ ʔeʔadó**" means the constitution as amended from time to time referred to in 3.3.1 and 31.1.1; (*Got'jñĚ ʔeʔadó de DéljñĚ*)

"**DéljñĚ K'áowədó Kə**" means the body described in 3.4.1b); (*K'áowədó Kə de DéljñĚ*)

"**DéljñĚ Land Corporation**" means that body corporate incorporated pursuant to the *Canada Corporations Act* (Canada) and that is the Designated Sahtu Organization for the Sahtu Dene and Metis of DéljñĚ; (*société foncière de DéljñĚ*)

"**DéljñĚ Łénats'ehdó Dzené**" means a meeting of the DFN Citizens and residents of the Community of DéljñĚ referred to in 3.9.1; (*Łénats'ehdó Dzené de DéljñĚ*)

"**Dene Gha Gok'ə réhkw'ı**" means the body established in accordance with 3.2.9; (*Gha Gok'ə réhkw'ı des Dénés*)

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"**Dene K'ə Dats'eredi Kə**" means the body described in 3.4.1d); (*K'e Dats'eredi Kə des Dénés*)

"**Designated Sahtu Organization**" means a designated Sahtu organization pursuant to the provisions of chapter 7 of the SDMCLCA in respect of the Déljñę District; (*organisation désignée du Sahtu*)

"**DFN**" means the Déljñę First Nation which is the collectivity of DFN Citizens; (*PND*)

"**DFN Citizen**" means a person who is a citizen pursuant to chapter 5 or pursuant to a DGG Law made pursuant to chapter 5; (*citoyen de la PND*)

"**DGG**" means the Déljñę Got'jñę Government, which is the government established pursuant to chapter 3; (*GGD*)

"**DGG Law**" means laws of the DGG made pursuant to the Jurisdictions of the DGG set out in the FSGA and regulations made pursuant to those laws; (*loi du GGD*)

"**Director**" means the Director of Child and Family Services appointed pursuant to the *Child and Family Services Act* (NWT); (*directeur*)

"**Disputants**" means the Parties to a dispute pursuant to chapter 27; (*partie au différend*)

"**Education Support Services**" means assistance provided in the form of a grant, loan or scholarship, counseling and administrative services for persons accessing post-secondary education, Adult Education or Training; (*services de soutien à l'éducation*)

"**Effective Date**" means the date upon which the FSGA comes into effect pursuant to 31.11.1; (*date d'entrée en vigueur*)

"**Executive Committee**" means the body described in 3.4.2; (*comité exécutif*)

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"**FA**" means a financing agreement negotiated among the Parties pursuant to chapter 28; (*AF*)

"**Federal Law**" means statutes of the Parliament of Canada and regulations made pursuant to those statutes and the common law; (*loi fédérale*)

"**FSGA**" means the Final Self-Government Agreement, which is the self-government agreement that has been ratified by the Parties pursuant to chapter 31, as amended from time to time; (*ADAG*)

"**GNWT**" means the Government of the Northwest Territories; (*GTNO*)

"**Income Support**" means any form of aid, monetary or otherwise, that is provided to assist a person in need; (*soutien au revenu*)

"**Institutions of the DGG**" means entities created pursuant to 3.6.1b); (*institutions du GGD*)

"**Intellectual Property**" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights; (*propriété intellectuelle*)

"**International Legal Obligation**" means an obligation binding on Canada under international law, including an obligation that is in force before, on, or after the Effective Date; (*obligation juridique internationale*)

"**International Treaty**" means an agreement governed by international law and concluded in written form:

- a) between States; or
- b) between one or more States and one or more international organizations, whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation; (*traité international*)

"**International Tribunal**" means any international court, committee, body created under an International Treaty, tribunal, arbitral tribunal, or other international body

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which has competence to consider the performance of Canada with regard to the International Legal Obligation in question; (*tribunal international*)

"**Jurisdiction**" means the power to make laws; (*compétence législative*)

"**Liquor**" has the same meaning as in the *Liquor Act* (NWT); (*boissons alcoolisées*)

"**Mineral**" means precious and base metals and other, non-living, naturally occurring substances and includes coal and oil and gas; (*minéraux*)

"**Minister**" means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to; (*ministre*)

"**NWT**" means the Northwest Territories; (*T.N.-O.*)

"**NWT Law**" means statutes of the Legislative Assembly of the Northwest Territories and regulations made pursuant to those statutes and the common law; (*loi des T.N.-O.*)

"**Participant**" means a participant as defined in the SDMCLCA; (*participant*)

"**Parties**" to the FSGA:

a) prior to the Effective Date means:

- i) the DéljŃę First Nation Band and the DéljŃę Land Corporation
- ii) the GNWT, and
- iii) Canada;

b) as of the Effective Date means:

- i) the DGG,
- ii) the GNWT, and
- iii) Canada; (*parties*)

"**Sahtu Dene and Metis of DéljŃę**" means those aboriginal people who are:

a) prior to the Effective Date, members, or are entitled to become members, of the DéljŃę First Nation Band or the DéljŃę Land Corporation; or

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b) after the Effective Date, DFN Citizens; (*Dénés et Métis du Sahtu de DéljŃĚ*)

"**Sahtu Municipal Lands**" means those Sahtu municipal lands as defined in section 2.1.1 of the SDMCLCA held by the DéljŃĚ Land Corporation prior to the Effective Date pursuant to 19.1.4 of the SDMCLCA; (*terres municipales du Sahtu*)

"**SDMCLCA**" means the Sahtu Dene and Metis Comprehensive Land Claim Agreement; (*ERTGDMS*)

"**Settlement Lands**" means those settlement lands as defined in section 2.1.1 of the SDMCLCA held by the DéljŃĚ Land Corporation prior to the Effective Date pursuant to 19.1.4 of the SDMCLCA; (*terres visées par le règlement*)

"**Social Housing**" means public programs provided for the construction, acquisition, renovation or rental of housing for households in need; (*logement social*)

"**Student**" means a person enrolled in kindergarten to grade 12; (*élève*)

"**Training**" means practical and theoretical learning focused on developing skills for employment; and (*formation*)

"**Unsurveyed Lands**" means Commissioner's Lands which are not the subject of or included in a survey made in accordance with Part II of the *Canada Lands Surveys Act* (Canada), an official plan of which has been filed pursuant to the *Land Titles Act* (NWT) in the Land Titles Office of the NWT, but includes any land identified as a road or a remainder parcel on such a survey. (*terres non arpentées*)

1.2 INTERPRETATION

1.2.1 In the FSGA:

a) the use of the word "will" or "shall" denotes an obligation that must be carried out by one or more of the Parties and, when no time frame is set out, the obligation shall be carried out as soon as is reasonably practicable after the Effective Date or the event which gives rise to the obligation;

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- b) the use of the word "including" means "including, but not limited to" and the use of the word "includes" means "includes, but is not limited to", unless it is otherwise clear from the context;
- c) headings and sub-headings are for convenience only and in no way affect the scope or meaning of any provisions of the FSGA;
- d) a reference to a "chapter", "schedule" or "appendix" means a chapter, schedule or appendix of the FSGA, unless the meaning is otherwise clear from the context;
- e) the use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context;
- f) capitalized words and phrases have the meaning defined in 1.1.1 and 22.1.1;
- g) a reference to a statute, except where a specific year and chapter are stated, includes every amendment to, every regulation made under and any law enacted in replacement of that statute and any successor NWT Law enacted as a result of the devolution or transfer of powers or jurisdictions to the GNWT pursuant to the Devolution Agreement, dated June 25, 2013;
- h) a reference to a board or tribunal shall include any successor to such board or tribunal under Federal Law or NWT Law; and
- i) an obligation to Consult specified in the FSGA shall not imply any obligations in addition to those contained in the definition of "Consult" and "Consultation".

1.2.2 The FSGA may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation implementing the FSGA.

1.2.3 There shall not be any presumption that ambiguous or doubtful expressions in the FSGA be interpreted in favour of any of the Parties.

1.2.4 The FSGA shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the FSGA except as expressed in it.

1.2.5 An agreement reached as a result of negotiations required or permitted by the FSGA does not form part of the FSGA.

1.2.6 Schedules to the FSGA form part of the FSGA, and all of the FSGA shall be read together and interpreted as one agreement.

CHAPTER 2 GENERAL PROVISIONS

2.1 STATUS OF THE FSGA

2.1.1 The FSGA is the self-government agreement for the Sahtu Dene and Metis of Déljné pursuant to chapter 5 and appendix B of the SDMCLCA.

2.1.2 The FSGA is a treaty within the meaning of the *Constitution Act, 1982*.

2.1.3 Nothing in the FSGA shall:

- a) remove from the Sahtu Dene and Metis of Déljné their identity as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; or
- b) subject to 2.15, affect the ability of the Sahtu Dene and Metis of Déljné to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.

2.1.4 Any rights referred to in 2.1.3b) that are applicable to the FSGA shall be added to the FSGA through amendment in accordance with 26.4.

2.2 LANGUAGE OF THE FSGA

2.2.1 There shall be North Slavey, English and French versions of the FSGA.

2.2.2 The English and French versions are the authoritative versions.

2.3 PURPOSE OF THE FSGA

2.3.1 The purpose of the FSGA is to:

- a) establish an aboriginal public government within the Déljné District;
- b) establish a government to government relationship among the Parties within the constitutional framework of Canada; and
- c) reflect the Parties' agreement with respect to the scope of Jurisdictions and Authorities which may be exercised by the DGG.

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2.3.2 The FSGA is not intended to:

- a) restrict the ability of the DFN to participate in any future process established by Canada to implement the inherent aboriginal right of self-government; or
- b) alter the Jurisdictions or Authorities of the GNWT under the *Northwest Territories Act* (Canada).

2.3.3 The Parties may review and amend the FSGA in accordance with chapter 26 so as to be able to respond to changes to, or evolution of, the relationship between the Parties over time.

2.3.4 Nothing in the FSGA affects, recognizes, or provides any rights under the *Constitution Act, 1982*, for any aboriginal people other than the Sahtu Dene and Metis of DéljñĚ.

2.4 RIGHTS, BENEFITS AND PROGRAMS

2.4.1 DFN Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of Canadian citizens or permanent residents of Canada, applicable to them from time to time.

2.4.2 Nothing in the FSGA affects:

- a) the ability of the DGG and DFN Citizens to participate in or benefit from federal or NWT programs and services for aboriginal people, in accordance with applicable general criteria, unless funding for those programs and services has been incorporated into an FA; and
- b) the ability of eligible persons residing in the DéljñĚ District to participate in and benefit from programs established by Canada or the GNWT and to receive public services from Canada or the GNWT, in accordance with applicable general criteria to the extent that the DGG has not received funding for those programs or public services under an FA.

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2.5 CONSULTATION

- 2.5.1 Canada and the GNWT shall Consult the Déljñę Land Corporation and the Déljñę First Nation Band in the preparation of the Federal Law and NWT Law which give effect to the FSGA.
- 2.5.2 Canada and the GNWT shall Consult the DGG in the preparation of any:
- a) Federal Law and NWT Law which is proposed after the Effective Date to implement the provisions of the FSGA; and
 - b) amendments to the Federal Law or NWT Law which implements the provisions of the FSGA.

2.6 NEW LOCAL GOVERNMENT

- 2.6.1 The GNWT shall Consult with the DGG when the GNWT is considering the creation of a local government on lands other than Settlement Lands in the Déljñę District.
- 2.6.2 Where the GNWT intends to create a local government in the Déljñę District on lands other than Settlement Lands, the Parties shall consider whether the Jurisdictions and Authorities of the DGG as set out in the FSGA shall apply within the boundaries of the new local government and, where appropriate, amend the FSGA and the FA accordingly.
- 2.6.3 Where the GNWT has created a new local government on lands other than Settlement Lands in the Déljñę District, the GNWT shall Consult with the DGG prior to amending the boundary of that new local government.

2.7 INFORMATION REGARDING POLICY DIRECTION

- 2.7.1 Where the Minister intends to give policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board with respect to the use of land or water or the deposit of waste in the Déljñę District, the Minister shall inform the DGG of the intention to give the direction. The informing, and any subsequent

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communication which the DGG might send concerning the intended direction, will not by themselves, individually or together, give rise to or entail any duty or obligation:

- a) to take any of the steps referred to in 1.1.1's definition of "Consultation"; or
- b) to undertake any other form, degree or element of consultation or accommodation; or
- c) otherwise to engage in any further conduct whatsoever,

in relation to the intended direction or in relation to the DGG.

2.8 APPLICATION OF THE *INDIAN ACT*

2.8.1 Subject to 22.5.1, 24.1.2 and 25.1.2, the *Indian Act* (Canada) does not apply to the DGG or to DFN Citizens.

2.8.2 Notwithstanding 2.8.1, Canada shall continue to maintain the Indian Register and nothing in the FSGA shall affect the eligibility of a DFN Citizen to be registered as an Indian pursuant to sections 6 and 7 of the *Indian Act* (Canada).

2.9 APPLICATION OF LAWS

2.9.1 The *Canadian Charter of Rights and Freedoms* applies to the DGG, Institutions of the DGG, and DGG Law.

2.9.2 Unless otherwise provided in the FSGA, Federal Law, NWT Law and DGG Law shall apply in the Déljñę District.

2.9.3 The Jurisdictions of the DGG set out in the FSGA include those Jurisdictions that are ancillary or necessarily incidental to such Jurisdictions.

2.9.4 The *Statutory Instruments Act* (Canada) and the *Statutory Instruments Act* (NWT) do not apply to DGG Law.

2.9.5 For greater certainty, the Jurisdiction of the DGG set out in the FSGA does not include Jurisdiction in relation to:

- a) criminal law, including procedures in criminal matters;

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- b) Intellectual Property; and
- c) labour relations and working conditions.

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

- a) certification of teachers pursuant to 6.1.1b);
- b) certification of early childhood educators and childcare providers pursuant to 7.1.1d);
- c) certification of persons pursuant to 18.1.1d);
- d) regulation of persons certified pursuant to 18.1.1d); and
- e) regulation and certification of persons pursuant to 14.1.1b).

2.9.7 Nothing in the FSGA affects the inherent jurisdiction of the Supreme Court of the NWT, including its jurisdiction with respect to children or legally incompetent persons.

2.9.8 DGG Law does not apply to Canada or the GNWT.

2.10 NWT CORE PRINCIPLES AND OBJECTIVES

2.10.1 In Consultation with the DGG, the GNWT may amend NWT core principles and objectives in relation to:

- a) early childhood education;
- b) Child and Family Services;
- c) adoption;
- d) Social Housing; and
- e) Income Support.

2.10.2 NWT core principles and objectives in relation to:

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

c) adoption;

d) Social Housing; and

e) Income Support

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

2.10.3 The NWT core principles and objectives will be broad in nature.

2.10.4 Standards established by the DGG referred to in 7.2.1, 10.2.1, 11.3.1, 15.2.1, and 16.2.1 may take into account the circumstances and conditions in the Déljñę District.

2.10.5 Standards established by the DGG referred to 7.2.1, 10.2.1, 11.3.1, 15.2.1, and 16.2.1 may differ from standards established by the GNWT or other governments in the NWT and still be compatible with NWT core principles and objectives.

2.11 CONFLICT OF LAWS

2.11.1 In the event of a Conflict between the FSGA and a Federal Law, NWT Law or DGG Law, the FSGA prevails to the extent of the Conflict.

2.11.2 In the event of an inconsistency or Conflict between the FSGA and the Déljñę Got'jñę ʔeʔadó, the FSGA prevails to the extent of the inconsistency or Conflict.

2.11.3 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act (Canada)* or the SDMCLCA and the FSGA, the *Sahtu Dene and Metis Land Claim Settlement Act (Canada)* or the SDMCLCA, as the case may be, prevails to the extent of the inconsistency or Conflict.

2.11.4 To resolve the inconsistency or Conflict referred to in 2.11.3:

a) the Parties may agree to amend the FSGA in accordance with chapter 26; or

b) the parties to the SDMCLCA may agree to amend the SDMCLCA pursuant to 5.1.4 of the SDMCLCA.

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- 2.11.5 Subject to 2.11.3, in the event of a Conflict between:
- a) Federal Law which implements the FSGA and any other Federal Law or NWT Law, the Federal Law which implements the FSGA prevails to the extent of the Conflict; and
 - b) NWT Law which implements the FSGA and any other NWT Law, the NWT Law which implements the FSGA prevails to the extent of the Conflict.
- 2.11.6 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act (Canada)* or the SDMCLCA and a DGG Law, the *Sahtu Dene and Metis Land Claim Settlement Act (Canada)* or the SDMCLCA, as the case may be, prevails to the extent of the inconsistency or Conflict.
- 2.11.7 Notwithstanding any other rule of priority in the FSGA, Federal Laws and NWT Laws prevail over DGG Law to the extent of any Conflict involving a DGG Law that has a double aspect with or an incidental impact on any:
- a) area of federal or NWT Jurisdiction in respect of which the DGG does not have Jurisdiction; or
 - b) Jurisdiction set out in the FSGA for which Federal Law or NWT Law prevails.
- 2.11.8 Notwithstanding any other rule of priority in the FSGA, in the event of a Conflict between a DGG Law and a Federal Law that pursues an objective of overriding national importance, the Federal Law prevails to the extent of the Conflict.
- 2.11.9 For greater certainty, the reference in 2.11.8 to overriding national importance includes Federal Laws relating to peace, order and good government in Canada, as well as Federal Laws that relate specifically to the criminal law and procedures in criminal matters, protection of human rights or the protection of the health and safety of all Canadians.
- 2.12 PROOF OF DGG LAW**
- 2.12.1 In any proceeding, a copy of a DGG Law certified as a true copy by a duly authorized officer of the DGG is, without proof of the officer's signature or official character, evidence of its making on the date specified in the law.

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2.13 INTERNATIONAL LEGAL OBLIGATIONS

- 2.13.1 After the Effective Date, prior to consenting to be bound by an International Treaty which would give rise to a new International Legal Obligation, compliance with which may adversely affect a right of the DGG, the DFN, or a DFN Citizen under the FSGA, Canada will Consult with the DGG with respect to the International Legal Obligation.
- 2.13.2 Canada shall conduct the Consultation referred to in 2.13.1 either separately or through a forum that Canada determines is appropriate.
- 2.13.3 Where Canada informs the DGG that it considers that a DGG Law or other exercise of power of the DGG causes Canada to be unable to perform an International Legal Obligation, the DGG and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation. Subject to 2.13.4, the DGG will remedy the DGG Law or other exercise of power to the extent necessary to enable Canada to perform the International Legal Obligation.
- 2.13.4 Subject to 2.13.6, where Canada and the DGG disagree over whether a DGG Law or other exercise of power of the DGG causes Canada to be unable to perform an International Legal Obligation or on remedial measures, the dispute will be resolved pursuant to chapter 27, and, if the dispute goes to arbitration or to court:
- a) if the final decision maker, having taken into account all relevant considerations determines that the DGG Law or other exercise of power of the DGG does not cause Canada to be unable to perform the International Legal Obligation or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this reason aimed at changing the DGG Law or other exercise of power; or
 - b) if the final decision maker, having taken into account all relevant considerations determines that the DGG Law or other exercise of power of the DGG causes Canada to be unable to perform the International Legal Obligation or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation, the DGG will remedy the DGG Law or other exercise of power to the extent necessary to enable Canada to perform the International Legal Obligation.

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- 2.13.5 Where a DGG Law or other exercise of power of the DGG has given rise to an issue concerning the performance of an International Legal Obligation of Canada before an International Tribunal, Canada will Consult the DGG with respect to the development of positions taken by Canada before an International Tribunal regarding the DGG Law or other exercise of power of the DGG. Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of the FSGA.
- 2.13.6 Notwithstanding 2.13.4, if an International Tribunal concludes that there has been non-performance of an International Legal Obligation of Canada attributable to a DGG Law or other exercise of power of the DGG, the DGG will, at the request of Canada, remedy the DGG Law or action to the extent necessary to enable Canada to perform the International Legal Obligation consistent with the compliance of Canada with respect to that International Legal Obligation. The DGG and Canada will discuss the remedial measures necessary to enable Canada to perform the International Legal Obligation.
- 2.13.7 Any DGG Law made pursuant to chapter 22, or any exercise of power by the DGG, is subject to and shall conform with Canada's International Legal Obligations respecting taxation.
- 2.13.8 2.13.1 to 2.13.6 do not apply in respect of Canada's International Legal Obligations respecting taxation.

2.14 JUDICIAL DETERMINATION OF VALIDITY

- 2.14.1 If a court of competent jurisdiction finally determines any provision of the FSGA to be invalid or unenforceable:
- a) the Parties shall make best efforts to amend the FSGA to remedy or replace the provision; and
 - b) the provision shall be severable from the FSGA to the extent of the invalidity or unenforceability and the remainder of the FSGA shall be construed, to the extent possible, to give effect to the intent of the Parties.

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- 2.14.2 No Party shall have a claim or cause of action based on a finding that any provision of the FSGA is invalid or unenforceable.
- 2.14.3 No Party shall challenge, or support a challenge to, the validity or enforceability of any provision of the FSGA.
- 2.14.4 Nothing in 2.14.3 precludes any of the Parties from resorting to chapter 27 regarding the interpretation or application of the FSGA.
- 2.14.5 A breach of any provision of the FSGA by a Party does not relieve that Party and any other Party from their respective obligations under the FSGA.

2.15 CERTAINTY

- 2.15.1 The Sahtu Dene and Metis of Déljné will not exercise or assert any aboriginal or treaty right to self-government other than:
- a) the rights set out in the FSGA;
 - b) the rights that may be set out in the SDMCLCA; or
 - c) the Treaty 11 rights respecting payment of the salaries of teachers to instruct the children of the Indians.
- 2.15.2 The Sahtu Dene and Metis of Déljné release Canada, the GNWT and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from:
- a) any act or omission that occurred prior to the Effective Date that may have related to or affected any aboriginal or treaty right to self-government; or
 - b) any act or omission that occurs on or after the Effective Date that may relate to or affect any right that 2.15.1 prevents from being exercised or asserted.

2.16 LIABILITY

- 2.16.1 The DGG is not liable in respect of anything done or omitted to be done by Canada or the GNWT, or any person or body authorized by Canada or the GNWT, in the

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exercise of their respective Jurisdictions, Authorities, or duties which occurred prior to the Effective Date.

2.16.2 Canada or the GNWT is not liable in respect of anything done or omitted to be done by the DGG or any person or body authorized by the DGG, in the exercise of its Jurisdictions, Authorities, or duties after the Effective Date.

2.17 DISCLOSURE OF INFORMATION

2.17.1 For the purposes of Federal Law on access to information and privacy, information provided in confidence by the DGG or an Institution of the DGG shall be deemed to be information obtained in confidence which is protected from disclosure in the same manner as information obtained in confidence from an aboriginal, provincial, territorial, or municipal government.

2.17.2 If the DGG requests disclosure of information from Canada or the GNWT, the request shall be evaluated as if it were a request by a province or a territory for disclosure of that information, but Canada and the GNWT are not required to disclose information to the DGG that would not be available to any or all provinces or territories.

2.17.3 Notwithstanding any other provision of the FSGA:

- a) the Parties are not required to disclose any information that they are required or entitled to withhold under a privilege at law or under any Federal Law, NWT Law or DGG Law; and
- b) where conditions are required for the disclosure of information under Federal Law, NWT Law or DGG Law, the Parties are not required to disclose that information unless the conditions are met.

2.18 WAIVER

2.18.1 The Parties may agree that the performance in a particular instance of an obligation by a Party under the FSGA may be waived, provided the terms of the waiver, including its duration, are in writing and signed by the Parties.

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2.19 AUTHORIZATION TO ACT

2.19.1 For the purpose of any provision of the FSGA, each of the Parties may identify in writing to the other Parties the appropriate body or person that is authorized to act on their behalf with respect to a subject matter or provision set out in the FSGA.

2.20 NOTICE

2.20.1 Unless otherwise provided in the FSGA, a notice between or among the Parties pursuant to the FSGA must be:

- a) delivered personally or by courier;
- b) transmitted by facsimile;
- c) mailed by prepaid registered post in Canada; or
- d) delivered by any other means, including other means of electronic transmission, agreed to by the Parties.

2.20.2 A notice will be considered to have been given, made or delivered, and received if:

- a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b) transmitted by facsimile and the sender receives confirmation of the transmission at the start of business on the next business day after the business day on which it was transmitted; or
- c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

2.20.3 If no other address for delivery of a particular notice has been provided by a Party, a notice will be delivered or mailed to the address or transmitted to the facsimile number of the intended recipient as set out below:

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For: Government of Canada
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Room 583, Confederation Building
Ottawa, ON
K1A 0A6
Facsimile Number: (819) 953-4941

For: Government of the Northwest Territories
Attention: Minister of Aboriginal Affairs and Intergovernmental Relations
Government of the Northwest Territories
Department of Aboriginal Affairs and Intergovernmental Relations
P.O. Box 1320
Yellowknife, NT
X1A 2L9
Facsimile Number: (867) 873-0385

For: DéljĚnĚ Got'jĚnĚ Government
Attention: ʔekw'ahtjĚdá
DéljĚnĚ, NT
X0E 0G0
Facsimile Number: (867) 589-8101

2.20.4 A Party may change its address or facsimile number by giving a notice of the change in writing to the other Parties.

CHAPTER 3 GOVERNMENT

3.1 RECOGNITION OF THE DGG

3.1.1 As of the Effective Date, the DFN, Canada and the GNWT recognize the DGG as the government exercising the Jurisdictions and Authorities set out in the FSGA.

3.1.2 3.1.1 does not directly or indirectly imply recognition by Canada or the GNWT of any Jurisdictions and Authorities of the DGG having a source outside the FSGA.

3.2 JURISDICTION AND AUTHORITY OF THE DGG

3.2.1 The DGG may act as a Designated Sahtu Organization in accordance with the SDMCLCA.

3.2.2 Only members of the DéljñĚ K'owədó Kə who are Participants under the SDMCLCA are entitled to vote in respect of matters before the DéljñĚ K'owədó Kə involving the exercise of Jurisdiction and Authority of the DGG under 3.2.1, 3.2.6, 3.2.9 and 21.1.1.

3.2.3 Only members of the DéljñĚ K'owədó Kə who are DFN Citizens are entitled to vote in respect of matters before the DéljñĚ K'owədó Kə in the exercise of Jurisdiction and Authority of the DGG under 4.2.3, 4.5.1, 5.1.1 and 18.1.1.

3.2.4 For greater certainty, 3.2.2 and 3.2.3 in no way prejudice or restrict the exercise of Jurisdiction or Authority by the DGG, or limit the participation of members of the DéljñĚ K'owədó Kə who are not DFN citizens, in respect of any matter before the DéljñĚ K'owədó Kə involving a provision of the FSGA not referred to in 3.2.2 and 3.2.3.

3.2.5 The DéljñĚ K'owədó Kə shall obtain the consent of the Dene Gha Gok'ə réhkw'í prior to exercising a Jurisdiction or Authority referred to in 3.2.2 or 3.2.3.

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- 3.2.6 The DGG has Jurisdiction with respect to the management and exercise of rights and benefits provided under the SDMCLCA to Participants who are DFN Citizens, including rights and benefits relating to the harvesting of wildlife, plants and trees in the DéljŋĚ District, subject to the terms, conditions and limitations set out in the SDMCLCA.
- 3.2.7 The DGG shall manage lands and other assets it holds by virtue of being a Designated Sahtu Organization in accordance with the SDMCLCA.
- 3.2.8 The DGG shall maintain separate accounts for the revenues and expenditures relating to the management of lands and other assets which it holds by virtue of being a Designated Sahtu Organization.
- 3.2.9 The DGG shall establish a Dene Gha Gok'ə réhkw'ı under DGG Law whose members shall be DFN Citizens who are Participants, regardless of their place of residence.
- 3.2.10 The DGG Law referred to in 3.2.9 shall ensure that all DFN Citizens who are Participants, regardless of their place of residence have the right to participate in the process for the selection of members of the Dene Gha Gok'ə réhkw'ı.
- 3.2.11 The DGG shall Consult with DFN Citizens who are Participants prior to the enactment of any DGG Law under 3.2.9.
- 3.2.12 The Dene Gha Gok'ə réhkw'ı established pursuant to 3.2.9 shall manage, on behalf of the DGG:
- a) the lands and other assets referred to in 3.2.6; and
 - b) the exercise of any other rights the DGG may have as a Designated Sahtu Organization as may be set out in DGG Law.
- 3.2.13 The DGG shall report annually to DFN Citizens who are Participants on the management of lands and other assets which it holds by virtue of being a Designated Sahtu Organization and the exercise of other rights it has by virtue of being a Designated Sahtu Organization.

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3.3 DÉLJNĚ GOT'JNĚ ʔEʔADÓ (CONSTITUTION)

3.3.1 The DéljĚnĚ Got'jĚnĚ ʔeʔadó shall:

- a) confirm that the Sahtu Dene and Metis of DéljĚnĚ shall act through the DGG in exercising their rights, powers and privileges;
- b) set out principles to be followed by the DGG in carrying out its duties, functions and obligations, including when making DGG Law;
- c) confirm that the *Canadian Charter of Rights and Freedoms* applies to the DGG and Institutions of the DGG;
- d) confirm that the Dene Għa Gok'ə réhkw'í established by the DGG pursuant to 3.2.9 shall represent both resident and non-resident DFN Citizens who are Participants;
- e) provide for annual reporting by the DGG to DFN Citizens and to residents of the DéljĚnĚ District;
- f) provide for a process of approval by the DFN of an amendment to the FSGA;
- g) provide for a process for the amendment of the DéljĚnĚ Got'jĚnĚ ʔeʔadó; and
- h) provide for other eligibility criteria, in addition to those set out in 4.2.2b), to stand for the position of ʔekw'ahtjĚdá.

3.4 STRUCTURE

3.4.1 The DGG consists of:

- a) the ʔekw'ahtjĚdá who:
 - i) is the leader of the DGG,
 - ii) shall be selected by DFN Citizens for a term not exceeding four (4) years, and
 - iii) shall preside over and be a voting member of the DéljĚnĚ K'əowədó Kə and the Executive Committee;
- b) the DéljĚnĚ K'əowədó Kə:
 - i) that is the legislative branch of the DGG,

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- ii) that shall have eight (8) to twelve (12) members, including the ʔekw'ahtjǰá and the ʔǰhda Representative,
 - iii) that shall have overall responsibility for the administration of the DGG,
 - iv) whose members, with the exception of the ʔekw'ahtjǰá and the ʔǰhda Representative, shall be elected for a term not exceeding four (4) years, and
 - v) that may appoint an Executive Committee;
- c) the DéljñĚ ʔǰhda K'áowə Kə that:
- i) may provide advice on any matter to the DéljñĚ K'áowədó Kə, the Executive Committee, the Dene K'á Dats'eredi Kə and the Dene Gha Gok'ə réhkw'í, and
 - ii) shall appoint one of its members who is a Participant as an ʔǰhda Representative to sit on the DéljñĚ K'áowədó Kə as a voting member; and
- d) the Dene K'á Dats'eredi Kə that shall:
- i) be composed of at least three (3) and no more than five (5) members appointed by the DéljñĚ K'áowədó Kə for a term not exceeding four (4) years, and
 - ii) exercise the duties and functions assigned to it under DGG Law.

3.4.2 If the DéljñĚ K'áowədó Kə appoints an Executive Committee pursuant to 3.4.1b)v), the Executive Committee shall:

- a) be composed of the ʔekw'ahtjǰá and up to five (5) members of the DéljñĚ K'áowədó Kə;
- b) be a sub-council of the DéljñĚ K'áowədó Kə; and
- c) perform such duties and functions as are assigned to it from time to time by the DéljñĚ K'áowədó Kə.

3.5 LEGAL STATUS

3.5.1 The DGG is a legal entity with the legal capacity of a natural person.

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3.6 OPERATIONAL MATTERS

- 3.6.1 The DGG has Jurisdiction with respect to the administration, management and operation of the DGG, including:
- a) the appointment of persons to the Dene K'á Dats'eredı Kə;
 - b) creating elected or non-elected Institutions of the DGG acting on behalf of the DGG;
 - c) establishing corporations and societies pursuant to Federal Law or NWT Law;
 - d) providing for the privileges and immunities for the members of the Déljñę K'áowədó Kə consistent with those applicable to the members of the Legislative Assembly of the NWT;
 - e) limiting personal liability of elected or appointed members, officials, employees and agents of the DGG and Institutions of the DGG, provided that the DGG retains liability for their acts or omissions pursuant to the doctrine of vicarious liability;
 - f) providing for the financial administration of the DGG; and
 - g) providing for privacy and access to information.
- 3.6.2 The DGG shall provide for conflict of interest rules for the DGG and Institutions of the DGG that are comparable to those of a government exercising similar Jurisdiction and Authority in Canada.
- 3.6.3 DGG Law shall provide for:
- a) how DGG Law is made, including
 - i) requirements for notice,
 - ii) requirements for providing public access to information, and
 - iii) the circumstances under which public hearings are held;
 - b) the circumstances under which the Déljñę K'áowədó Kə may hold deliberations in private, provided that all legislative sessions shall be open to the public;
 - c) a system of financial administration that is comparable to those of a government exercising similar Jurisdiction and Authority in Canada; and
 - d) the financial administration of the DGG, including the authority to:

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- i) borrow funds,
- ii) make or guarantee loans,
- iii) forgive debts, and
- iv) acquire or dispose of property.

3.7 REGISTRY OF LAWS

3.7.1 The DGG shall:

- a) maintain a public registry of the Déljné Got'jné ʔeʔadó and of all DGG Laws including amendments:
 - i) in the English language, which shall be the authoritative version, and
 - ii) at the discretion of the DGG, in the North Slavey language; and
- b) establish procedures for the entry into force of, publication of, and public access to DGG Laws.

3.7.2 The DGG shall provide Canada and the GNWT with copies of all DGG Laws for information purposes.

3.7.3 As soon as practicable after the Effective Date, the DGG and the GNWT shall enter into discussions towards concluding a protocol on the subjects, timing, and the method by which the DGG will give the GNWT notice when contemplating the enactment of a DGG Law.

3.8 DELEGATION

3.8.1 The DGG may delegate any of its Jurisdictions to another government, body or institution with the written agreement of the Parties.

3.8.2 The DGG may delegate any of its Authorities. Any delegation shall be made in such a manner so as to retain public accountability to the DGG electorate.

3.8.3 The DGG may enter into agreements to receive Authority by delegation.

3.8.4 A delegation under 3.8.1 to 3.8.3 must be in writing and agreed to by the person or entity receiving the delegation.

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3.9 DÉLJNĚ ŁÉNATS'EHĐĚ DZENÉ (COMMUNITY GATHERING)

3.9.1 There shall be at least one Déljňę Łénats'ehďé Dzené each calendar year.

3.9.2 The DGG shall report on its activities and operations at the Déljňę Łénats'ehďé Dzené.

CHAPTER 4 ELECTIONS

4.1 JURISDICTION

- 4.1.1 The DGG has Jurisdiction in the DéljñĚ District with respect to elections for the DGG and for those Institutions of the DGG whose members are elected.
- 4.1.2 DGG Law made pursuant to 4.1.1 shall:
- a) apply to all persons residing in the DéljñĚ District;
 - b) ensure elections are fair and open;
 - c) ensure elections are conducted by secret ballot;
 - d) provide for appeals relating to the process, conduct or results of an election; and
 - e) provide for residency requirements that shall not exceed two (2) years.
- 4.1.3 Notwithstanding 4.1.2c), ʔǫhda may decide on traditional methods of voting which the ʔǫhda may use as an alternative to a secret ballot, but shall not affect the right of any ʔǫhda to vote by secret ballot.

4.2 SELECTION OF THE ʔEKW'AHTJDĚ (CHIEF)

- 4.2.1 The DGG has Jurisdiction in the DéljñĚ District with respect to the eligibility for and the selection of the ʔekw'ahtjdĚ.
- 4.2.2 DGG Law shall set out the selection process for the ʔekw'ahtjdĚ that provides:
- a) that DFN Citizens who are at least eighteen (18) years of age and are eligible to vote for the DéljñĚ K'aowədó Kə have the right to:
 - i) nominate candidates for the ʔekw'ahtjdĚ, and
 - ii) express their preference for the ʔekw'ahtjdĚ;

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- b) that a candidate for the position of the ʔekw'ahtjǰǰǰ is eligible if that person is a Canadian citizen, meets a residency requirement and meets any other eligibility criteria set out in the DéljǰnĚ Got'jǰnĚ ʔeʔǰǰǰ;
- c) for a minimum age to stand for the position of the ʔekw'ahtjǰǰǰ that shall not be less than eighteen (18) years;
- d) that persons who are eligible to participate in the selection process for the ʔekw'ahtjǰǰǰ may express their preference using traditional methods or in a manner that protects their anonymity; and
- e) for appeals relating to the process, conduct or results of the selection of the ʔekw'ahtjǰǰǰ.

4.2.3 DGG Law may require that the position of the ʔekw'ahtjǰǰǰ be held by a DFN Citizen.

4.3 ENTITLEMENT TO VOTE

4.3.1 DGG Law shall provide that every person who:

- a) is at least eighteen (18) years of age;
- b) is a Canadian citizen; and
- c) except with respect to the Dene Għǰ Gok'ǰ réhkwi, has met a residency requirement,

is entitled to vote for the DéljǰnĚ K'ǰowǰǰǰ Kǰ and any other elected Institutions of the DGG.

4.3.2 Notwithstanding 4.3.1, DGG Law may entitle persons who:

- a) are less than eighteen(18) years of age;
- b) are at least sixteen (16) years of age; and
- c) meet the requirements of 4.3.1b) and 4.3.1c),

to vote for the DéljǰnĚ K'ǰowǰǰǰ Kǰ and any other elected Institutions of the DGG.

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4.4 ENTITLEMENT TO STAND FOR ELECTION

4.4.1 A person entitled to vote under 4.3.1, who is at least eighteen (18) years of age and who meets other eligibility criteria set out in DGG Law, has the right to stand for election to the DéljñĚ K'owədó Kə and any other elected Institutions of the DGG.

4.5 COMPOSITION OF THE DÉLJNĚ K'OWƏDÓ KƏ (MAIN COUNCIL)

4.5.1 DGG Law may require that up to 75% of the seats on the DéljñĚ K'owədó Kə, including the positions of ʔekw'ahtjǰdė and ʔohda Representative, be held by DFN Citizens.

4.6 FIRST ELECTIONS

4.6.1 Persons residing in the DéljñĚ District who are entitled to vote for the:

- a) DéljñĚ First Nation Band Chief and Council,
- b) DéljñĚ Land Corporation; or
- c) Charter Community Council,

shall be entitled to vote in the first DGG election for the DéljñĚ K'owədó Kə.

4.6.2 Notwithstanding 4.1.1 and subject to 4.4.1 and 4.6.1, the first election of the DéljñĚ K'owədó Kə shall be conducted pursuant to the *Local Authorities Elections Act* (NWT).

4.6.3 Subject to the criteria set out in 4.2.2 (a) to (d) and 4.6.1, the first selection of the ʔekw'ahtjǰdė shall be determined by the result of an election conducted pursuant to the *Local Authorities Elections Act* (NWT).

4.6.4 Persons elected to the DéljñĚ K'owədó Kə pursuant to 4.6.2 and 4.6.3 before the Effective Date shall not be considered to be in office until the Effective Date.

4.7 CONFLICT

4.7.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 5 CITIZENSHIP

5.1 JURISDICTION

- 5.1.1 The DGG has Jurisdiction with respect to DFN citizenship.
- 5.1.2 DGG Law made pursuant to 5.1.1 shall include DFN citizenship criteria.
- 5.1.3 The conferring of DFN citizenship upon any person shall not confer a right of entry into Canada or a right to Canadian citizenship or permanent residency in Canada.
- 5.1.4 DGG Law shall ensure that, as of the Effective Date, members of the:
- a) DéljŃę Land Corporation; and
 - b) DéljŃę First Nation Band,
- become DFN Citizens.
- 5.1.5 Persons who were entitled, immediately prior to the Effective Date, to have their names entered on the DéljŃę First Nation Band list shall have the right to become DFN Citizens.
- 5.1.6 Persons who were entitled, immediately prior to the Effective Date, to be enrolled as a member of the DéljŃę Land Corporation shall have the right to become DFN Citizens.
- 5.1.7 Notwithstanding 5.1.5 and 5.1.6, no person:
- a) having citizenship pursuant to another agreement which addresses aboriginal self-government in Canada;
 - b) who is member of another land corporation established pursuant to the SDMCLCA; or
 - c) who is on an *Indian Act* (Canada) band list, other than the band list of the DéljŃę First Nation,
- may, at the same time, be a DFN Citizen.

5.2 CONFLICT

5.2.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 6 KINDERGARTEN TO GRADE 12 EDUCATION

6.1 JURISDICTION

6.1.1 The DGG has Jurisdiction in the Déljné District with respect to:

- a) kindergarten to grade 12 education of Students residing in the Déljné District; and
- b) certification of kindergarten to grade 12 teachers.

6.1.2 The Jurisdiction set out in 6.1.1 does not include:

- a) the development of the Curriculum Framework as set by the GNWT; and
- b) setting the requirements for grade 12 graduation.

6.1.3 When exercising its Jurisdiction pursuant to 6.1.1, the DGG shall ensure that:

- a) the method of delivering kindergarten to grade 12 education is consistent with achieving the prescribed learning outcomes set out in the Curriculum Framework; and
- b) all residents of the Déljné District who are between the ages of five (5) years by December 31 of a school year and not older than twenty-one (21) years have access to kindergarten to grade 12 education in a regular instructional setting in the Déljné District.

6.1.4 The DGG may create exemptions to 6.1.3b) where:

- a) a Student has reached the age of sixteen (16) years and has been expelled from school;
- b) the health, safety or delivery of education to that Student or other Students would be jeopardized by the presence of that Student in a regular instructional setting; and
- c) there are other reasons as determined by the DGG in Consultation with the GNWT.

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6.1.5 The DGG Law made pursuant to 6.1.1b) shall meet or exceed NWT standards for the certification of kindergarten to grade 12 teachers.

6.2 AGREEMENTS

6.2.1 The DGG may enter into agreements with a territory, province or Canada, a school board in a territory or province, or any independent school accredited by a territory or province, for the delivery of kindergarten to grade 12 education within the Déljŋé District, or for Students receiving kindergarten to grade 12 education outside of the Déljŋé District.

6.3 CONSULTATION

6.3.1 The GNWT shall Consult the DGG with respect to changes to:

- a) the Curriculum Framework;
- b) requirements for grade 12 graduation; and
- c) requirements for NWT teacher certification.

6.4 INFORMATION SHARING

6.4.1 When the DGG exercises its Jurisdiction pursuant to 6.1.1, the DGG and the GNWT may enter into agreements on information sharing, including information on Student enrollment and Student records.

6.5 CONFLICT

6.5.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 7 EARLY CHILDHOOD EDUCATION

7.1 JURISDICTION

7.1.1 The DGG has Jurisdiction in the Déljné District with respect to the:

- a) early childhood education of children who are under the age of six (6) years and who are not Students;
- b) childcare of children who are under the age of twelve (12) years;
- c) licensing and regulation of facilities providing early childhood education and childcare; and
- d) certification of early childhood educators and childcare providers.

7.2 STANDARDS

7.2.1 DGG Law made pursuant to 7.1.1 shall provide for standards compatible with NWT early childhood education core principles and objectives.

7.3 CONFLICT

7.3.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 8 ADULT EDUCATION, TRAINING AND POST-SECONDARY EDUCATION

8.1 JURISDICTION

8.1.1 The DGG has Jurisdiction in the DéljñĚ District with respect to:

- a) Adult Education;
- b) Training;
- c) post-secondary education to:
 - i) establish post-secondary education programs, services and institutions, including the determination of curriculum, and
 - ii) regulate post-secondary education programs, services and institutions created by the DGG; and
- d) Education Support Services.

8.1.2 The DGG has Jurisdiction in the NWT with respect to Education Support Services for DFN Citizens.

8.1.3 For greater certainty, DGG Laws made pursuant to 8.1.1c) apply only to post-secondary education programs, services or institutions created by the DGG.

8.2 AGREEMENTS

8.2.1 Where the DGG establishes Education Support Services, the DGG and the GNWT:

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

8.3 CONFLICT

8.3.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 9 LOCAL SERVICES

9.1 JURISDICTION

- 9.1.1 The DGG has Jurisdiction of a municipal nature in the Community of Déljné with respect to:
- a) the health, safety, and welfare of people and the protection of people and property;
 - b) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews;
 - c) public nuisances, including unsightly property;
 - d) licensing of businesses, business activities, and persons engaged in business;
 - e) local transportation systems, including buses and taxis;
 - f) domestic animals and activities in relation to them;
 - g) programs, services, and facilities provided by or on behalf of the DGG, including sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;
 - h) community flag, crest and coat of arms;
 - i) community roads, except roads which are designated as primary highways under the *Public Highways Act* (NWT);
 - j) the operation of All-Terrain Vehicles, except on primary highways as defined under the *Public Highways Act* (NWT);
 - k) the purchase and acquisition of real property by the DGG and the sale, lease, disposition, use, holding or development of DGG real property;
 - l) land use planning, zoning and subdivision control; and
 - m) granting of utility franchises.
- 9.1.2 Regulation of land under Part 3 of the *Mackenzie Valley Resource Management Act* (Canada) applies to lands in the Community of Déljné, except where the DGG exercises Jurisdiction under 9.1.1 in respect of those lands.

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- 9.1.3 The DGG has Jurisdiction and Authority within the Community of DéljñĚ that are the same as the Jurisdiction and Authority of municipalities under NWT Law in relation to:
- a) fire protection and prevention;
 - b) emergency preparedness and emergency measures;
 - c) motor vehicles;
 - d) expropriation of interests in lands;
 - e) property taxation;
 - f) property assessment; and
 - g) any other matter that may be provided for in NWT Law not addressed by the Jurisdiction in 9.1.1.
- 9.1.4 In exercising its Jurisdiction and Authority pursuant to 9.1.3, the DGG shall perform those duties that are the same as the duties of municipalities under NWT Law.
- 9.1.5 The Jurisdiction of the DGG set out in 9.1.1 and 9.1.3 does not include:
- a) establishing a land titles system;
 - b) consumer protection;
 - c) regulation of utilities;
 - d) occupational health and safety; and
 - e) expropriation of mines and minerals.
- 9.1.6 The DGG shall have standing to make representations to the Public Utilities Board, or any other administrative decision-maker established pursuant to NWT Law, when the Board or decision-maker considers any matter affecting the provision of public utility service within the DéljñĚ District which is within the jurisdiction of the Board or decision-maker.
- 9.1.7 Notwithstanding the geographic limit to the Jurisdiction of the DGG in 9.1.1 and 9.1.3, DGG Law made pursuant to 9.1.1 and 9.1.3 may apply, by agreement between the DGG and the GNWT, outside the Community of DéljñĚ in order to facilitate the delivery of services.

9.2 STANDARDS

9.2.1 DGG Law made pursuant to 9.1.1 and 9.1.3 shall provide for health and safety standards and technical codes regarding public works, community infrastructure and local services that are at least equivalent to federal and NWT health and safety standards and technical codes.

9.2.2 The GNWT shall confer with the DGG prior to amending or establishing standards and technical codes referred to in 9.2.1.

9.3 CONFLICT

9.3.1 In the event of a Conflict between a DGG Law made pursuant to 9.1.1 and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

9.3.2 In the event of a Conflict between a DGG Law made pursuant to 9.1.3 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 10 ADOPTION

10.1 JURISDICTION

- 10.1.1 The DGG has Jurisdiction with respect to the adoption of Children of:
- a) DFN Citizens in the NWT; and
 - b) persons residing in the DéljŃę District.
- 10.1.2 A DGG Law made pursuant to 10.1.1 shall require that the person or persons having lawful custody of the Child consent to the application of DGG Law if:
- a) the Child has a parent who is an Aboriginal person indigenous to the NWT who is not a DFN Citizen; or
 - b) the Child resides outside the DéljŃę District.
- 10.1.3 DGG Law made pursuant to 10.1.1:
- a) shall provide that the best interests of the Child are paramount in determining whether an adoption will take place;
 - b) shall require that the person or persons who have lawful custody of the Child consent to the adoption;
 - c) shall give the person or persons who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parents; and
 - d) may, if the birth parent or parents do not have lawful custody of the Child to be adopted, give the birth parent or parents the opportunity, if practicable, to express a preference for the adoptive parents.
- 10.1.4 For greater certainty, aboriginal custom adoptions recognized and certified pursuant to the *Aboriginal Custom Adoption Recognition Act* (NWT) do not need to comply with the provisions of this chapter.

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10.2 STANDARDS

10.2.1 DGG Laws made pursuant to 10.1.1 shall provide for standards compatible with NWT Adoption core principles and objectives.

10.3 INFORMATION SHARING

10.3.1 The DGG shall provide copies of records of all adoptions occurring under DGG Law to the GNWT and Canada.

10.3.2 When the DGG exercises Jurisdiction pursuant to 10.1.1, the DGG and the GNWT shall enter into negotiations towards reaching information-sharing agreements that shall include:

- a) how and to whom the DGG shall provide copies of records of all adoptions occurring under DGG Law to the GNWT;
- b) the criteria the GNWT shall use when deciding whether notice is to be given to the DGG because a Child in the custody of the Director may be a DFN Citizen; and
- c) how and to whom the Director shall:
 - i) notify the DGG that the Director has lawful custody of a Child who is a DFN Citizen,
 - ii) provide the DGG any plan for that Child's care that could result in an application to adopt that Child, and
 - iii) provide the DGG copies of the Director's records with respect to that Child.

10.4 COURT PROCEEDINGS

10.4.1 A person adopting a Child under DGG Law may make application to the Supreme Court of the NWT to certify the adoption and upon proper application the Court may certify the adoption.

10.5 CONFLICT

10.5.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 11 CHILD AND FAMILY SERVICES

11.1 DÉLJŃĚ CHILD AND FAMILY SERVICES AGENCY

- 11.1.1 At the request of the DGG, and provided that a DGG Law made pursuant to 11.2.1 is not in force, the GNWT and the DGG shall enter into negotiations towards reaching an agreement on:
- a) the establishment of a DéljŃĚ Child and Family Services Agency;
 - b) the role of the DéljŃĚ Child and Family Services Agency, including its powers and duties;
 - c) how Child and Family Services will be delivered in the DéljŃĚ District;
 - d) qualifications and training for persons providing child protection services; and
 - e) any other matter agreed to by the DGG and the GNWT.
- 11.1.2 A DéljŃĚ Child and Family Services Agency established by an agreement reached pursuant to 11.1.1 shall have the ability to:
- a) establish community standards for the protection and care of Children, that shall meet or exceed GNWT standards for the protection and care of Children;
 - b) establish certification requirements, that are in addition to GNWT certification requirements, for child protection workers; and
 - c) employ staff for the delivery of Child and Family Services.
- 11.1.3 No DGG Law pursuant to 11.2.1 shall come into force until the DéljŃĚ Child and Family Services Agency established by an agreement reached pursuant to 11.1.1 shall have been in operation in the DéljŃĚ District for a minimum of ten (10) consecutive years unless the DGG and the GNWT otherwise agree.
- 11.1.4 The ten (10) consecutive years referred to in 11.1.3 includes any time the DéljŃĚ Child and Family Services Agency has been in operation prior to the Effective Date.

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11.1.5 The Déljŋę Child and Family Services Agency established pursuant to 11.1.1 shall cease to exist upon the coming into force of a DGG Law made pursuant to 11.2.1.

11.2 JURISDICTION

11.2.1 Subject to 11.1.4, 11.2.3 and 11.2.7, the DGG has Jurisdiction in the Déljŋę District with respect to Child and Family Services.

11.2.2 DGG Law made pursuant to 11.2.1 shall:

- a) include standards for the protection of Children;
- b) be in accordance with the principle of acting in the best interests of the Child;
- c) set out circumstances or conditions that will result in action being taken to protect a Child that are equivalent, in scope and application, to circumstances or conditions that will result in action being taken to protect a Child established in NWT Laws;
- d) provide for the custody and guardianship of Children in need of protection; and
- e) provide for the appointment of an individual who will assume responsibilities for the custody and guardianship of Children.

11.2.3 DGG Law made pursuant to 11.2.1 shall delegate to the Director the Authority to:

- a) prepare and accept reports respecting Children who may be in need of protection;
- b) investigate and resolve specific concerns raised in any such reports;
- c) investigate general concerns regarding the health and well-being of Children;
- d) give instructions to ensure the immediate safety of Children who may be in need of protection; and
- e) give instructions that:
 - i) a Child who is receiving Child and Family Services be visited by an authorized person, and
 - ii) an authorized person inspect any Child care facility where a Child, who is receiving Child and Family Services is placed.

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- 11.2.4 The Director shall perform the duties delegated to him or her under 11.2.3 in accordance with applicable DGG Law.
- 11.2.5 The Authority delegated to the Director pursuant to 11.2.3 shall not result in the Director having custody or guardianship of a Child.
- 11.2.6 The DGG shall carry out the instructions of the Director flowing from the Authority delegated pursuant to 11.2.3.
- 11.2.7 A DGG Law made pursuant to 11.2.1 shall not come into force until the DGG and the GNWT have entered into an agreement:
- a) whereby the Director receives the Authorities described in 11.2.3;
 - b) that provides for procedures for protecting Children from abuse and harm and the threat of abuse and harm;
 - c) that provides for the indemnification of the Director by the DGG where the Director is acting pursuant to DGG Law; and
 - d) that addresses:
 - i) co-operating on an inter-jurisdictional basis for the transfer of Children and the use of facilities both inside and outside the DéljñĚ District; and
 - ii) information sharing and management.
- 11.2.8 The DGG shall Consult with the GNWT when developing or amending DGG Law made pursuant to 11.2.1.

11.3 STANDARDS

- 11.3.1 DGG Law made pursuant to 11.2.1 shall provide for standards compatible with NWT Child and Family Services core principles and objectives.

11.4 AGREEMENTS

- 11.4.1 Nothing in the FSGA precludes the DGG from entering into agreements with the GNWT in relation to the provision of Child and Family Services.

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11.4.2 Notwithstanding 11.2.3, where the DGG and the GNWT agree, the DGG may delegate the Authorities of the Director pursuant to 11.2.3 to someone other than the Director.

11.5 COURT PROCEEDINGS

11.5.1 The DGG has standing in any judicial proceedings where the protection of a Child is in dispute and the court shall consider any relevant DGG Law in effect and any evidence and representations in respect of the customs of the Sahtu Dene and Metis of Déljñę in addition to any other matters which it is required by law to consider.

11.5.2 The participation of the DGG in judicial proceedings referred to in 11.5.1, will be in accordance with the applicable rules of court and shall not affect the court's ability to control its process.

11.6 GNWT AUTHORITY

11.6.1 Where the DGG has made laws pursuant to 11.2.1, and where the Director reasonably believes the ongoing and continuing ability of the DGG to act in the best interests of Children who require or may require protection is compromised, the Director shall Consult with the DGG on these concerns and the Director and the DGG shall attempt to resolve the Director's concerns.

11.6.2 Where Consultation pursuant to 11.6.1 does not resolve the Director's concerns, and where the Director continues to reasonably believe that the ongoing and continuing ability of the DGG to act in the best interests of Children who require or may require protection is compromised, the Director shall advise the Minister of these concerns.

11.6.3 Based on the advice of the Director pursuant to 11.6.2, where the Minister reasonably believes the ongoing and continuing ability of the DGG to act in the best interests of Children who require or may require protection is compromised, the Minister shall Consult with the DGG on these concerns and the Minister and the DGG shall attempt to resolve the Minister's concerns.

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- 11.6.4 Where Consultation pursuant to 11.6.3 has not resolved the Minister's concerns, the Minister, acting upon the direction of the Executive Council of the GNWT, shall give written notice to the other Parties of:
- a) its continuing concerns;
 - b) the actions to be taken by the Minister; and
 - c) which NWT Laws, or provisions of NWT Laws, shall prevail in the event of a Conflict with a DGG Law.
- 11.6.5 The Minister, acting upon the direction of the Executive Council of the GNWT, shall notify the other Parties when the concerns referred to in 11.6.4 have been resolved to the satisfaction of the Minister.
- 11.6.6 Where the Minister, acting upon the direction of the Executive Council of the GNWT, has provided notice to the other Parties pursuant to 11.6.5, the conflict provisions pursuant to 11.6.4 no longer apply and the conflict provisions pursuant to 11.7.1 shall take effect.
- 11.6.7 Any notice required pursuant to 11.6 shall be delivered personally or transmitted by facsimile or other means of electronic transmission.
- 11.7 CONFLICT**
- 11.7.1 Subject to any notice of the Minister made pursuant to 11.6.4c), in the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law shall prevail to the extent of the Conflict.

CHAPTER 12 COMMUNITY LANDS

12.1 DÉLJŃĚ LAND CORPORATION LANDS

- 12.1.1 On the Effective Date, title to the Sahtu Municipal Lands shall vest in the DGG subject to any existing interests in such lands held by Canada, the GNWT or any third party.
- 12.1.2 The DGG shall exercise the powers and assume the obligations of the DéljŃĚ Land Corporation as a Designated Sahtu Organization under the SDMCLCA for the Sahtu Municipal Lands.
- 12.1.3 On the Effective Date, the fee simple title of the DéljŃĚ Land Corporation to Lot 2 Block 27 Plan 3130 DéljŃĚ and Lots 1 to 10 Block 40 Plan 3400 DéljŃĚ shall vest in the DGG subject to any existing interests in such lands held by Canada, the GNWT or any third party.

12.2 CHARTER COMMUNITY LANDS

- 12.2.1 On the Effective Date, the fee simple title of the Charter Community to Lots 1 and 2, Block 6, Plan 346, DéljŃĚ shall vest in the DGG subject to any existing interests in such lands held by Canada, the GNWT or any third party.

12.3 COMMISSIONER'S LANDS

- 12.3.1 The GNWT shall transfer Commissioner's Lands in the Community of DéljŃĚ in accordance with the terms and conditions set out in schedule C.

12.4 GENERAL

- 12.4.1 As soon as reasonably practicable after the Effective Date, the DGG shall apply for the issuance of certificates of title pursuant to the *Land Titles Act* (NWT) for lands vesting in the DGG pursuant to 12.1.1, 12.1.3, 12.2.1 and schedule C, except 3.2 or 3.4.

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- 12.4.2 As soon as reasonably practicable after surveying any portion of the Unsurveyed Lands which have vested in the DGG pursuant to 3.2 of schedule C, the DGG shall apply for the issuance of a certificate of title pursuant to the *Land Titles Act* (NWT) for such lands.
- 12.4.3 No tax or similar charge, and no registration fee under the *Land Titles Act* (NWT), shall be payable with respect to the vesting, grant or transfer of any title in or to the DGG or for the issuance of a certificate of title to the DGG under this chapter or schedule C.
- 12.4.4 Lands vested or transferred pursuant to 12.1.3, 12.2.1 and 12.3.1 are not lands reserved for the Indians within the meaning of the *Constitution Act, 1867* or reserves within the meaning of the *Indian Act* (Canada).

CHAPTER 13 GAMING AND GAMBLING

13.1 GENERAL

- 13.1.1 No licence or approval of gaming or gambling in the DéljñĚ District shall be issued without the written consent of the DGG.
- 13.1.2 The consent of the DGG pursuant to 13.1.1 may include terms and conditions, provided that any such terms and conditions are consistent with Federal Law and NWT Law.
- 13.1.3 Nothing in the FSGA shall be construed to restrict the ability of the DGG to participate in the regulation, conduct or management of gaming and gambling permitted under any Federal Law or NWT Law.
- 13.1.4 As soon as practicable after the Effective Date, the DGG and the GNWT shall enter into discussions towards concluding a protocol on how the GNWT and the DGG shall work together and keep each other informed on policy initiatives affecting gaming and gambling in the DéljñĚ District.

CHAPTER 14 HEALTH

14.1 JURISDICTION

14.1.1 The DGG has Jurisdiction in the DéljŃĚ District with respect to:

- a) traditional healing services of the Sahtu Dene and Metis of DéljŃĚ;
- b) the training of persons providing the traditional healing services referred to in (a);
and
- c) the regulation and certification of persons providing traditional aboriginal healing services.

14.1.2 The Jurisdiction in 14.1.1 does not include regulation of:

- a) medical or health practices or practitioners requiring licencing or certification under Federal Law or NWT Law; and
- b) products or substances that are regulated pursuant to Federal Law and NWT Law.

14.2 AGREEMENTS

14.2.1 At the request of the DGG, the DGG and the GNWT shall enter into negotiations towards reaching agreement on the role of the DGG in relation to the management, administration and delivery of NWT health care programs and services in the DéljŃĚ District.

14.2.2 Negotiations pursuant to 14.2.1 shall reflect the principle of maintaining the overall integrity of the NWT health care system.

14.2.3 At the request of the DGG, the DGG and Canada shall enter into negotiations towards reaching agreement on the role of the DGG over the management, administration and delivery of federal aboriginal health programs and services in the DéljŃĚ District.

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14.3 CONSULTATION

- 14.3.1 The GNWT shall Consult the DGG when proposing the creation or restructuring of a health authority in the DéljŃĚ District.
- 14.3.2 The intergovernmental relationship among the Parties includes an ongoing sharing of information relevant to the delivery of health programs in the DéljŃĚ District.
- 14.3.3 Nothing in 14.3.2 is intended to limit or restrict Consultation among the Parties on health care programs in the DéljŃĚ District.
- 14.3.4 In addition to the ongoing intergovernmental relationship among the Parties, the Parties shall meet at least once every two (2) years to:
- a) discuss the delivery of health care programs in the DéljŃĚ District;
 - b) discuss health care priorities; and
 - c) review any agreements reached pursuant to 14.2.1 and 14.2.3.

14.4 CONFLICT

- 14.4.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 15 SOCIAL HOUSING

15.1 JURISDICTION

15.1.1 The DGG has Jurisdiction in the DéljŊĚ District with respect to Social Housing.

15.1.2 The Jurisdiction of the DGG set out in 15.1.1 does not include:

- a) landlord tenant relations; and
- b) building and construction codes.

15.2 STANDARDS

15.2.1 DGG Law made pursuant to 15.1.1 shall provide for standards compatible with NWT Social Housing core principles and objectives.

15.3 AGREEMENTS

15.3.1 Nothing in the FSGA precludes the DGG from entering into agreements with the GNWT or Canada in relation to Social Housing.

15.3.2 When the DGG exercises its Jurisdiction pursuant to 15.1.1, the DGG and the GNWT shall enter into agreements regarding the sharing of information to enable Social Housing clients to retain Social Housing benefits and any associated liabilities when transferring between a DGG Social Housing program and a GNWT Social Housing program.

15.4 CONFLICT

15.4.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or a NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 16 INCOME SUPPORT

16.1 JURISDICTION

16.1.1 The DGG has Jurisdiction with respect to Income Support for individuals who are located in the DéljñĚ District.

16.1.2 The Jurisdiction of the DGG set out in 16.1.1 does not include setting residency conditions in relation to being eligible for Income Support.

16.2 STANDARDS

16.2.1 DGG Law made pursuant to 16.1.1 shall provide for standards compatible with NWT Income Support core principles and objectives.

16.3 AGREEMENTS

16.3.1 Where the DGG is providing Income Support to Clients in the Community of DéljñĚ pursuant to 16.1.1, the DGG and the GNWT shall enter into negotiations towards reaching agreements for the sharing of information regarding those Clients.

16.4 CONFLICT

16.4.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 17 JUSTICE

17.1 DENE K'A DATS'EREDI KƏ (JUSTICE COUNCIL)

17.1.1 The DGG shall provide for the independence of the Dene K'a Dats'eredi Kə when exercising Jurisdiction under the FSGA in relation to the appointment, functions, compensation, accountability and financial management of the Dene K'a Dats'eredi Kə.

17.1.2 DGG Law may provide that the Dene K'a Dats'eredi Kə:

- a) administer sanctions created under 17.3.4;
- b) administer alternative measures and extra-judicial measures referred to in 17.4;
- c) perform the dispute resolution functions referred to in 17.6;
- d) hear appeals and conduct rehearings referred to in 17.11; and
- e) exercise other duties and functions assigned to it under DGG Law.

17.2 ENFORCEMENT

17.2.1 The DGG is responsible for the enforcement of DGG Laws.

17.2.2 DGG Law may provide for:

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

17.2.3 The DGG Jurisdiction under this chapter does not include the authority to:

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

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17.2.4 Nothing in the FSGA affects the application of Federal Law or NWT Law in respect of the possession, use or regulation of firearms.

17.2.5 The DGG shall:

- a) ensure that enforcement officers appointed by the DGG are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officers carrying out similar duties in the NWT; and
- b) establish and implement procedures for responding to complaints against its enforcement officers.

17.2.6 The DGG may enter into an agreement or agreements with the GNWT or Canada regarding:

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

17.3 SANCTIONS

17.3.1 Subject to 17.3.2, the Jurisdictions of the DGG set out in the FSGA include the Jurisdiction to provide for the imposition of sanctions, as a consequence of a violation of DGG Law.

17.3.2 Subject to 17.3.3, the sanctions imposed for a violation of DGG Law shall not exceed:

- a) for a term of imprisonment, the term imposed under the *Criminal Code* (Canada) or NWT Law for summary conviction offences for which no specific punishment is provided, whichever is greater;
- b) for a fine for an individual, the amount set out in the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater; and
- c) for a fine for a corporation, \$10,000 or the amount set out in the *Criminal Code* (Canada) or in NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater.

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17.3.3 A DGG Law in relation to taxation may provide for a greater fine or longer terms of imprisonment than those provided for under 17.3.2, where there is agreement to that effect made in accordance with 22.2.2.

17.3.4 DGG Law may provide alternative sanctions that are consistent with the culture and values of the Sahtu Dene and Metis of Déljné, provided that such sanctions shall not be imposed on an offender without his or her consent. Where a victim's participation is required for the sanction to be carried out, the victim's consent shall be required.

17.4 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES

17.4.1 The DGG may establish with respect to the enforcement of DGG Law:

- a) alternative measures similar to those provided for in the *Criminal Code* (Canada); and
- b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act* (Canada),

to deal with persons accused of offences created under DGG Law.

17.4.2 The Parties may enter into discussions for the participation of the DGG in the delivery of pre-charge and post-charge alternative measures or extra-judicial measures established pursuant to Federal Law or NWT Law.

17.5 PROSECUTIONS

17.5.1 The DGG is responsible for the prosecution of violations of a DGG Law before the courts of the NWT. The DGG shall:

- a) appoint persons responsible for the prosecution of violations of DGG Law or enter into agreements with existing prosecution services; and
- b) ensure that the prosecutorial services are consistent with standards of a public prosecutor for the prosecution of similar types of offences in Canada.

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17.6 ALTERNATIVE DISPUTE RESOLUTION

- 17.6.1 The DGG may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.
- 17.6.2 Nothing provided in 17.6.1 restricts the right of any person to resolve a dispute through the courts.
- 17.6.3 Nothing in the FSGA precludes a dispute resolution service provided by or for the DGG from being an extra-judicial procedure as contemplated by Part 19 of the Rules of the Supreme Court of the NWT as of November 2002.

17.7 TERRITORIAL COURT

- 17.7.1 The Territorial Court shall hear and determine civil matters arising under DGG Law if the matter would have been within the jurisdiction of the Territorial Court under Federal Law or NWT Law.
- 17.7.2 A judge of the Territorial Court or a Justice of the Peace shall hear and determine violations of DGG Law if the matter would have been within the jurisdiction of the Territorial Court or a Justice of the Peace, as the case may be, under Federal Law or NWT Law.

17.8 SUPREME COURT OF THE NWT

- 17.8.1 The Supreme Court of the NWT shall hear appeals of decisions of the Territorial Court or Justices of the Peace in relation to DGG Law.
- 17.8.2 The Supreme Court of the NWT shall hear and determine:
- a) civil matters arising under DGG Law; and
 - b) challenges to DGG Law,
- if the matter would have been within the jurisdiction of the Supreme Court of the NWT under Federal Law or NWT Law.

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17.8.3 In addition to any other remedy available to it, the DGG may enforce a DGG Law by applying to the Supreme Court of the NWT for an injunction in accordance with the Rules of the Supreme Court.

17.9 PROCEDURES

17.9.1 DGG Law shall adopt:

- a) the summary conviction procedures of Part XXVII of the *Criminal Code* (Canada);
or
- b) NWT Law relating to proceedings in respect of offences that are established by NWT Law.

17.9.2 Any proceeding under 17.7 shall follow the procedures of the Territorial Court.

17.9.3 Any proceeding under 17.8 shall follow the Rules of the Supreme Court of the NWT.

17.10 ADMINISTERING SANCTIONS

17.10.1 The GNWT is responsible for administering fines or terms of probation and imprisonment imposed by the Territorial Court or the Supreme Court of the NWT for violations of DGG Law in the same manner as those imposed under Federal Laws and NWT Laws.

17.10.2 The GNWT shall pay to the DGG the proceeds of fines imposed by the Territorial Court or the Supreme Court of the NWT for violations of DGG Law.

17.10.3 The DGG is responsible for administering sanctions created under 17.3.4 and for the alternative measures established under 17.4.1.

17.11 APPEAL, REHEARING AND REVIEW OF DECISIONS

17.11.1 DGG Law:

- a) shall provide for a right of appeal, or a right to seek a rehearing, to persons who are directly affected by decisions of the DGG and Institutions of the DGG made pursuant to DGG Law; and

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b) may establish the appropriate appeal and rehearing procedures and mechanisms.

17.11.2 The Supreme Court of the NWT shall have exclusive jurisdiction to hear applications for judicial review of the decisions of the DGG or Institutions of the DGG, except in relation to tax matters where the Parties otherwise agree in a tax agreement concluded pursuant to 22.2.2.

17.12 OTHER

17.12.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall consider whether to address the subjects of DGG courts and DGG correction services in the FSGA.

CHAPTER 18 LANGUAGE, CULTURE AND SPIRITUALITY

18.1 JURISDICTION

18.1.1 The DGG has Jurisdiction in the DéljñĚ District with respect to:

- a) the language and culture of the Sahtu Dene and Metis of DéljñĚ, including their preservation, development and promotion;
- b) the spiritual practices, customs and traditions of the Sahtu Dene and Metis of DéljñĚ, including their preservation, development and promotion;
- c) education in relation to the language, culture, laws, heritage, and spiritual practices, customs and traditions of the Sahtu Dene and Metis of DéljñĚ;
- d) certification of persons who teach language, culture, laws, heritage, and spiritual practices, customs and traditions of the Sahtu Dene and Metis of DéljñĚ; and
- e) regulation of persons certified pursuant 18.1.1d).

18.1.2 The Jurisdiction in 18.1.1 does not include Jurisdiction in respect of the official languages of Canada and the NWT.

18.2 CONFLICT

18.2.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 19 LIQUOR

19.1 JURISDICTION

19.1.1 The DGG has Jurisdiction with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor in the Community of Déljné and on Settlement Lands.

19.1.2 The Jurisdiction of the DGG set out in 19.1.1 does not include the:

- a) manufacture of Liquor;
- b) importing Liquor into the NWT;
- c) distribution of Liquor within the NWT; and
- d) exporting of Liquor.

19.2 CONFLICT

19.2.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the DGG Law prevails to the extent of the Conflict.

CHAPTER 20 MARRIAGE

20.1 JURISDICTION

20.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subject of marriage.

CHAPTER 21 SETTLEMENT LANDS

21.1 JURISDICTION

- 21.1.1 Subject to 21.1.2, the DGG has Jurisdiction with respect to the use, management, administration, control, and protection of Settlement Lands, including:
- a) the granting of interests in Settlement Lands;
 - b) Jurisdiction of a municipal nature in relation to the licensing of businesses, business activities and persons engaged in business on Settlement Lands;
 - c) trespass on Settlement Lands;
 - d) the power to require that a person, except a person having a right to prospect for Minerals and to locate claims on lands described in 19.1.2a) of the SDMCLCA and who does not require a Type A or Type B permit under the *Mackenzie Valley Land Use Regulations* or a water licence under the *Waters Act* (NWT), obtain a permit, licence or other authorization from the Sahtu Land and Water Board where the *Mackenzie Valley Land Use Regulations* or the *Waters Act* (NWT), do not require a permit, licence or other authorization for the use of Settlement Lands; and
 - e) controlling or prohibiting the transport, sale, manufacture or use of weapons on Settlement Lands.
- 21.1.2 The regulation of land, water, and the environment on Settlement Lands shall be carried out within the regulatory framework set out in the SDMCLCA, Federal Law and NWT Law.
- 21.1.3 For greater certainty, the DGG's Jurisdiction over Parcels 180 and 181 listed in Schedule II of appendix E of the SDMCLCA shall be exercised in a manner consistent with the *Mackenzie Valley Resource Management Act* (Canada).
- 21.1.4 The Jurisdiction of the DGG set out in 21.1.1 does not include matrimonial property, including matters relating to family property addressed in the *Family Law Act* (NWT).

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- 21.1.5 The DGG may provide written policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board in relation to the use of Settlement Lands. Decisions of the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board are subject to such directions from the DGG, to the extent that compliance with such directions can be accommodated within the Boards' approved budgets, while discharging their budgeted-for activities. The policy directions from the DGG shall not apply to applications pending when the directions are given.
- 21.1.6 Before giving a policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board or making any DGG Law, in respect of the use of Settlement Lands, the DGG shall Consult the Minister and the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board.
- 21.1.7 The Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board shall Consult the DGG before issuing, amending or renewing any license, permit or authorization for a use of Settlement Lands or waters overlying those lands.

21.2 TITLE TO SETTLEMENT LANDS

- 21.2.1 On the Effective Date, title to Settlement Lands shall vest in the DGG subject to any existing interests in such lands held by Canada, the GNWT or any third party.
- 21.2.2 The DGG shall exercise the powers and assume the obligations of the DéljŃĚ Land Corporation as a Designated Sahtu Organization under the SDMCLCA in respect of the Settlement Lands.
- 21.2.3 As soon as reasonably practicable after the Effective Date, the DGG shall apply for the issuance of certificates of title pursuant to the *Land Titles Act* (NWT) for lands vesting in the DGG pursuant to 21.2.1.
- 21.2.4 No tax or similar charge, and no registration fee under the *Land Titles Act* (NWT), shall be payable with respect to the vesting of any title in the DGG under 21.2.1 or for the issuance of a certificate of title to the DGG under 21.2.3.

21.3 CONFLICT

- 21.3.1 In the event of a Conflict between a DGG Law made pursuant to this chapter and a Federal Law or NWT Law, the Federal Law or the NWT Law prevails to the extent of the Conflict.
- 21.3.2 Notwithstanding 21.3.1, in the event of a Conflict between a DGG Law made with respect to a matter described in 21.1.1a), b), c) and d) and a Federal Law or a NWT Law, the DGG Law prevails to the extent of the Conflict.
- 21.3.3 In the event of a Conflict between a policy direction given by the Minister and a policy direction given by the DGG pursuant to 21.1.5, the policy direction given by the DGG prevails to the extent of the Conflict.
- 21.3.4 In the event of a Conflict between a policy direction given by the Minister or the DGG and the provisions of a Federal Law or a NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 22 TAXATION

22.1 DEFINITIONS

22.1.1 In this chapter:

"**DéljñĚ Lands**" means the Settlement Lands held by the DGG pursuant to 21.2.1 and all lands within the Community of DéljñĚ;

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

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

22.2 JURISDICTION

22.2.1 The DGG has Jurisdiction in relation to Direct taxation of DFN Citizens within DéljñĚ Lands.

22.2.2 From time to time, Canada and the GNWT, together or separately, may negotiate an agreement with the DGG respecting the:

- a) extent to which the Jurisdiction under 22.2.1 may be extended to apply to Persons other than DFN Citizens, within DéljñĚ Lands; and
- b) coordination of the DGG tax system with federal or NWT tax systems.

22.2.3 For greater certainty, the Jurisdiction of the DGG pursuant to 22.2.1 shall not limit the Jurisdiction and Authority of Canada or the GNWT.

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22.3 TAX TREATMENT AGREEMENT

22.3.1 The Parties shall enter into a tax treatment agreement in relation to the tax treatment of the DGG and Institutions of the DGG, which will come into effect on the Effective Date. Canada and the GNWT will recommend to the Parliament of Canada and the Legislative Assembly of the NWT, respectively, that the tax treatment agreement be given effect and force of law by Federal Law and NWT Law.

22.4 TRANSFER OF ASSETS INCLUDING LANDS

22.4.1 A transfer of assets to the DGG under the FSGA is not taxable.

22.4.2 For federal and NWT income tax purposes, assets referred to in 22.4.1 are deemed to have been acquired by the DGG at a cost equal to their fair market value on the Effective Date or the date of transfer, whichever is later.

22.4.3 Within lands transferred to the DGG under the FSGA, the DGG is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not operated for profit.

22.4.4 For greater certainty, the exemption from taxation in 22.4.3 does not apply to a taxpayer other than the DGG, nor does it apply with respect to income tax, sales tax or tax on transfer of property.

22.5 INDIAN ACT TAX EXEMPTION

22.5.1 Section 87 of the *Indian Act* (Canada) will have no application to a DFN Citizen:

- a) in respect of transaction taxes, as of the first day of the first month after the eighth anniversary of the Effective Date; and
- b) in respect of all other taxes, as of the first day of the first calendar year after the twelfth anniversary of the Effective Date.

22.6 STATUS OF AGREEMENTS

22.6.1 An agreement concluded pursuant to this chapter:

- a) shall not form part of the FSGA;
- b) is not a treaty within the meaning of the *Constitution Act, 1982*; and
- c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

CHAPTER 23 ECONOMIC DEVELOPMENT

23.1 JURISDICTION

23.1.1 The DGG may exercise the Jurisdictions and Authorities set out in the FSGA in order to promote or participate in economic development or tourism.

23.1.2 The DGG may exercise the rights, powers and capacities of a Designated Sahtu Organization set out in the SDMCLCA in order to promote or participate in economic development or tourism.

23.2 CONSULTATION

23.2.1 As soon as practicable after the Effective Date, the GNWT and the DGG shall enter into discussions towards concluding a protocol on how both governments will work together to promote economic development and tourism in the DéljŋĚ District.

23.2.2 The protocol pursuant to 23.2.1 may address how the GNWT and the DGG, in the exercise of their respective Jurisdictions and Authorities, can coordinate or harmonize existing or planned economic development or tourism initiatives.

23.3 AGREEMENT

23.3.1 Nothing in the FSGA prevents the DGG from entering into agreements with Canada or with the GNWT with respect to economic development or tourism.

CHAPTER 24 TRUSTEESHIP AND GUARDIANSHIP

24.1 JURISDICTION

24.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subjects of trusteeship and guardianship.

24.1.2 Any property of a DFN Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Effective Date shall continue to be administered under that *Indian Act* (Canada) after the Effective Date.

CHAPTER 25 WILLS AND ESTATES

25.1 JURISDICTION

25.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subjects of wills and estates.

25.1.2 Any property of a DFN Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Effective Date shall continue to be administered under that *Indian Act* (Canada) after the Effective Date.

CHAPTER 26 REVIEW AND AMENDMENT

26.1 GENERAL PRINCIPLES

- 26.1.1 The Parties recognize and acknowledge that the FSGA provides a foundation for an ongoing relationship among the Parties.
- 26.1.2 In implementing the FSGA, the Parties will work together in a cooperative and mutually respectful manner.

26.2 REVIEW

- 26.2.1 A Party may request a review of any part of the FSGA by notice in writing to the other Parties stating the part of the FSGA proposed to be reviewed. The notice shall include the reasons for requesting the review and may include proposed amendments to the FSGA.
- 26.2.2 Upon receipt of a request for review pursuant to 26.2.1, the Parties shall, within sixty (60) days, meet to provide the Party requesting a review the opportunity to express its interests regarding the proposed review.
- 26.2.3 The Parties shall consider in good faith a request for review made pursuant to 26.2.1 and, within ninety (90) days of the date of the request for review, respond in writing to the other Parties by:
- a) agreeing to the review and identifying an individual who will be the Party's representative on a review committee; or
 - b) refusing the request for review and providing reasons for the refusal.
- 26.2.4 Where the Parties agree to a request for review:
- a) the review committee shall convene its first meeting no later than sixty (60) days after the identification of the Parties' representatives;
 - b) the review committee shall, in good faith, discuss the issues raised by the Parties, attempt to reach agreement and prepare a written report for the Parties;
 - c) the report shall describe the issues raised and the positions of the Parties, and may contain recommendations, including minority recommendations and suggested amendments to the FSGA; and

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d) the report shall be submitted to the Parties within four (4) months of the first meeting of the review committee.

26.2.5 Within three (3) months of receipt of the report, or such longer time as the Parties may agree, the Parties shall meet to discuss the report and attempt to reach agreement with respect to the recommendations and on any other relevant issues.

26.2.6 The Parties may agree to abridge or extend the time periods set out in 26.2.

26.3 GENERAL

26.3.1 Any recommendations made in the review report and any responses to the report provided by the Parties do not create legally binding rights and obligations and are not subject to the dispute resolution process or to review by any court.

26.3.2 For greater certainty, any Party may propose, under 26.2, that the FSGA include other Jurisdictions or Authorities.

26.4 AMENDMENT

26.4.1 Notwithstanding 26.2, the Parties may agree at any time, in writing, to amend the FSGA.

26.4.2 Any amendment shall require the approval of the Parties as follows:

- a) Canada shall give its approval by an order of the Governor in Council;
- b) the GNWT shall give its approval by an order of the Commissioner in Executive Council; and
- c) the DGG shall give its approval by the means provided for in DGG Law and the Déljné Got'jné ?e?adó.

26.4.3 If Federal Law, NWT Law or DGG Law is required to give effect to an amendment to the FSGA, Canada, the GNWT or the DGG, as the case may be, shall recommend the necessary legislation to the Parliament of Canada, the Legislative Assembly of the NWT and the Déljné K'áowadó Kə and the amendment takes effect when the last required legislation comes into force.

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26.4.4 The Parties shall Consult with each other in the preparation of any legislation referred to in 26.4.3.

26.4.5 Where an amendment to the FSGA does not require legislation, the amendment takes effect on a date agreed to by the Parties, but if no date is set, on the date that the last Party gave its approval to the amendment.

26.5 AMENDMENT TO SCHEDULE B AND C

26.5.1 Schedule B may be amended by agreement between the DGG and the GNWT.

26.5.2 The DGG and the GNWT shall provide written notification to Canada of any amendment to schedule B.

26.5.3 After Consulting with Canada, schedule C and appendices to schedule C may be amended by agreement between the DGG and the GNWT.

CHAPTER 27 DISPUTE RESOLUTION

27.1 GENERAL

- 27.1.1 This dispute resolution process is intended to assist the Parties in resolving disputes which arise among the Parties regarding the interpretation, application, or implementation of the FSGA.
- 27.1.2 Negotiations, mediation sessions and arbitration hearings shall be held in the Community of Déljné or in Yellowknife, unless the Disputants otherwise agree.
- 27.1.3 A Party who is not a Disputant is entitled to copies of all correspondence concerning the dispute between the Disputants.
- 27.1.4 The Disputants may agree to abridge or extend the time frames set out in this chapter.
- 27.1.5 Prior to invoking the dispute resolution process set out in this chapter, the Parties shall negotiate in good faith, and attempt to resolve a dispute arising out of the interpretation, application or implementation of the FSGA.
- 27.1.6 If the Parties are unable to resolve the dispute referred to in 27.1.5, they shall use the dispute resolution process set out in this chapter, unless the Parties otherwise agree.

27.2 NOTICE

- 27.2.1 Any notice required pursuant to this chapter shall be delivered personally or transmitted by facsimile or other means of electronic transmission.

27.3 COMMENCING LEGAL PROCEEDINGS

- 27.3.1 No Party shall commence legal proceedings in respect of a dispute arising out of the interpretation, application or implementation of the FSGA without first complying with the negotiation and mediation processes set out in this chapter.

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27.3.2 Prior to commencing legal proceedings referred to in 27.3.1, a Party shall provide thirty (30) days written notice to the other Parties.

27.3.3 Notwithstanding 27.3.1 and 27.3.2, a Party may commence legal proceedings to:

- a) prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
- b) obtain interlocutory or interim relief that is otherwise available.

27.4 INVOKING THE PROCESS

27.4.1 A Party may invoke this dispute resolution process with written notice to the other Parties which shall:

- a) identify the Parties to the dispute; and
- b) include a brief statement of the nature of the dispute.

27.4.2 The Party invoking the dispute resolution process and the Party or Parties identified in 27.4.1a) thereupon become Disputants and shall, within thirty (30) days of the receipt of the notice referred to in 27.4.1, identify to the other Disputants the name of its representative.

27.4.3 A Party that is not identified in 27.4.1a) may become a Disputant by giving written notice forthwith to the other Parties.

27.5 MEDIATION

27.5.1 Within sixty (60) days of receipt of notice referred to in 27.4.1, the Disputants shall attempt to agree on a mediator.

27.5.2 Where the Disputants agree upon a mediator, they shall jointly appoint the mediator and the mediation shall commence within forty (40) days of the appointment of the mediator.

27.5.3 Where the Disputants have not agreed on a mediator, the Disputants shall apply for a mediator to be appointed by the Supreme Court of the NWT.

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27.5.4 Where a dispute is referred to mediation, the Disputants shall:

- a) participate in good faith in the mediation process;
- b) each name representatives who shall have the authority, or direct access to a person with the authority, to settle the dispute;
- c) meet with the mediator at a time and place set by the mediator;
- d) bear their own costs of the mediation and, unless otherwise agreed, share equally all other costs of the mediation; and
- e) attend the mediation for at least four (4) hours.

27.5.5 Unless the Disputants otherwise agree, the mediation shall conclude within thirty (30) days from the initial meeting of the Disputants with the mediator.

27.5.6 The mediator shall forthwith issue a report which states whether the dispute was settled or not.

27.5.7 If the dispute is not settled, the Disputants may, with the written consent of each of the Disputants, refer the issues in dispute to arbitration as set out in 27.6. If there is no consent, any Disputant may commence legal proceedings with notice referred to in 27.3.2.

27.6 ARBITRATION

27.6.1 Within sixty (60) days of the referral to arbitration pursuant to 27.5.7, the Disputants shall attempt to agree on an arbitrator.

27.6.2 Where the Disputants agree upon an arbitrator, they shall jointly appoint the arbitrator and the arbitration shall commence within sixty (60) days of the appointment of the arbitrator.

27.6.3 Where the Disputants have not agreed on an arbitrator, the Disputants shall apply for an arbitrator to be appointed by the Supreme Court of the NWT.

27.6.4 The Disputants may agree to ask the mediator selected or appointed under 27.5 to act as the arbitrator.

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- 27.6.5 Unless the Disputants otherwise agree, the proceedings before the arbitrator shall be held in private.
- 27.6.6 An arbitrator may not question the validity of, amend or delete any provision of the FSGA.
- 27.6.7 The dispute shall be resolved by a single arbitrator who, unless the Disputants otherwise agree:
- a) shall decide the process and procedures for the arbitration;
 - b) shall decide the issues submitted to arbitration;
 - c) shall determine questions of law or jurisdiction or may refer such questions to the Supreme Court of the NWT;
 - d) shall determine all questions of fact and of procedure, including the method of giving evidence;
 - e) may provide interim relief;
 - f) may provide for the payment of interest and costs;
 - g) may subpoena witnesses and order production of documents;
 - h) shall administer oaths or affirmations to witnesses; and
 - i) shall correct clerical errors in orders and arbitration awards.
- 27.6.8 The arbitrator shall make a written decision, including reasons and a recital of the facts upon which the decision is based, within sixty (60) days of the termination of the arbitration hearings, unless the Disputants agree to an extension of time.
- 27.6.9 The arbitrator shall provide a copy of the written decision to the Parties.
- 27.6.10 Each Party shall make the arbitrator's written decision available to the public on request.
- 27.6.11 The decision of the arbitrator is final and binding on the Parties and shall not be challenged by appeal or review in any court except on the ground that the arbitrator erred in law or exceeded his or her jurisdiction.

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- 27.6.12 The Supreme Court of the NWT shall have exclusive jurisdiction to hear an appeal or an application for a review of the arbitrator's decision on the grounds set out in 27.6.11.
- 27.6.13 Unless otherwise agreed by the Disputants or ordered by the arbitrator, each Disputant shall bear its own costs of the arbitration and an equal share of the other costs of the arbitration.
- 27.6.14 A Disputant may, after the expiration of fourteen (14) days from the date of the release of an arbitration decision, award or order, or from the date set by the arbitrator for compliance, whichever is the later, file in the Registry of the Supreme Court of the NWT a copy of the decision, award or order and it shall be entered as if it were a decision or order of that Court and on being entered shall be deemed, for all purposes except an appeal from the decision, award or order, to be an order of the Supreme Court of the NWT and enforceable as such.
- 27.6.15 The record of an arbitration process is admissible as evidence in court.

27.7 INTERVENORS

- 27.7.1 An arbitrator may allow any person who is not a Disputant, on application and on such terms as the arbitrator may order, to participate as an intervenor in an arbitration if the interests of that person may be directly affected by the dispute.
- 27.7.2 An intervenor added pursuant to 27.7.1 shall bear its own costs of participation and shall be bound by the provisions regarding costs and confidentiality set out in this chapter.

27.8 SETTLEMENT OF DISPUTE

- 27.8.1 At any time after the commencement of arbitration, but before an award is issued by an arbitrator, the Disputants may settle their dispute in which case the process is concluded.

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27.8.2 Where a matter is settled pursuant to 27.8.1, the issue of the costs, in the absence of an agreement on costs among the Disputants and intervenors, may be referred to the dispute resolution process.

27.9 CONFIDENTIALITY OF INFORMATION

27.9.1 Unless the Disputants otherwise agree, information disclosed in negotiation or mediation and information disclosed pursuant to 27.1.3 shall be kept confidential by:

- a) the Disputants;
- b) the mediator; and
- c) a Party.

27.9.2 The disclosure of information by a Disputant in negotiation or mediation is not a waiver of any privilege by that Disputant for purposes of any arbitration or legal proceedings.

27.9.3 All negotiation and mediation efforts are conducted on a without prejudice basis.

27.9.4 All documents prepared for negotiation or mediation are privileged for the purposes of any arbitration or legal proceedings.

27.9.5 The personal notes or records of a mediator and an arbitrator are not admissible as evidence in any legal proceedings.

27.9.6 A mediator or an arbitrator:

- a) shall not be called to give evidence in any legal proceeding; and
- b) is not a compellable witness.

CHAPTER 28 FINANCIAL PRINCIPLES

28.1 GENERAL

- 28.1.1 The terms and conditions by which funding is to be provided to the DGG shall be negotiated on a government-to-government basis and set out in an FA.
- 28.1.2 The Parties acknowledge they each have a role in supporting the DGG through their government to government relationships and their obligations in the FSGA.
- 28.1.3 The exercise by the DGG of Jurisdiction or Authority pursuant to the FSGA shall not create or imply any funding or financial obligation for Canada or the GNWT.

28.2 FINANCING ARRANGEMENTS

- 28.2.1 In negotiating FAs, the Parties shall take into account:
- a) the costs of providing programs and services that are reasonably comparable to similar programs and services available in other communities in the NWT of similar size and circumstances;
 - b) the desirability of reasonably stable, predictable and flexible funding arrangements;
 - c) the Jurisdictions and Authorities exercised and the obligations, programs and services assumed by the DGG during the term of an FA;
 - d) the efficiency and cost-effectiveness of the proposed arrangements, including issues related to the size, location, demographic characteristics and accessibility of Déljne;
 - e) the existing levels of support provided by Canada and the GNWT to the DGG;
 - f) the agreed upon costs to operate the DGG;
 - g) the DGG's own source revenue capacity; and
 - h) any other matter as the Parties may agree.
- 28.2.2 For greater certainty, Canada, the DGG and the GNWT shall be guided by their prevailing fiscal policies when negotiating an FA pursuant to 28.1.1.

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- 28.2.3 An FA shall include:
- a) the manner in which funding levels may be adjusted during the term of the FA;
 - b) procedures for negotiating subsequent FAs;
 - c) procedures for including any funding agreed upon by the Parties associated with additional Jurisdictions or Authorities exercised or additional programs and services assumed by the DGG during the term of an FA;
 - d) funding levels for the DGG and payment procedures;
 - e) dispute resolution procedures applicable to disputes arising out of the interpretation and application of an FA;
 - f) provisions for the sharing of information;
 - g) a mechanism for determining the own source revenue contribution of the DGG;
 - h) provisions for accountability requirements, including financial reporting, audits and financial statements; and
 - i) any other matters as the Parties may agree.

28.2.4 Notwithstanding 28.1.1 and 28.1.2, the DGG may opt into future federal or GNWT self-government financing initiatives, including the federal approach to fiscal harmonization, in accordance with criteria as applicable and in effect from time to time.

28.3 STATUS OF FAs AND FINANCIAL OBLIGATIONS

- 28.3.1 An FA shall:
- a) constitute a contract among the Parties;
 - b) be attached to, but not form part of, the FSGA; and
 - c) not be a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*.

28.3.2 Unless an FA expressly states that an existing financial obligation of Canada or the GNWT forms part of that FA, the existing financial obligations of Canada and the GNWT shall continue subject to their terms and conditions.

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28.3.3 Any financial obligation which a Party assumes under an FA is subject to the appropriation of funds for that purpose in the case of:

- a) Canada, by the Parliament of Canada;
- b) the GNWT, by the Legislative Assembly of the NWT; and
- c) the DGG, by the Déljné K'owədó Kə.

28.4 OWN SOURCE REVENUE

28.4.1 The provisions to be included in an FA pursuant to 28.2.3g) shall be negotiated by the Parties and shall:

- a) not unreasonably reduce the incentive for the DGG to generate revenues;
- b) provide for the adjustment of financial transfers to the DGG to take into consideration the own source revenue capacity of the DGG;
- c) phase in the inclusion of the DGG's own source revenue capacity on an incremental basis over an agreed upon period of time; and
- d) include other matters as agreed to by the Parties.

28.4.2 Unless otherwise agreed, own source revenue arrangements shall not include:

- a) gifts or charitable donations;
- b) any payments from Canada or the GNWT under FAs or other agreements for programs and services;
- c) proceeds from the sale or expropriation of Settlement Lands;
- d) amounts received by the DGG as compensation for specific losses or damages;
or
- e) other sources of revenue agreed to by the Parties.

28.4.3 Notwithstanding 28.4.2, own source revenue arrangements will not permit:

- a) GNWT to benefit from any decision of Canada to vacate tax room or tax authorities to the DGG; and
- b) Canada to benefit from any decision of the GNWT to vacate tax room or tax authorities to the DGG.

28.5 TERM AND RENEWAL OF FAs

28.5.1 FAs shall be for a term of five (5) years, or such other term as the Parties may agree.

28.5.2 The Parties shall commence the negotiations for the renewal of an FA at least eighteen (18) months prior to its expiry date.

28.5.3 If the Parties do not reach agreement on a new FA by the expiry date of an existing FA, the existing FA shall continue in effect for:

- a) one (1) year from its original expiry date; or
- b) any other period as the Parties may agree.

28.5.4 The new FA shall come into force immediately after the expiration of the previous FA and shall expire on March 31st of the fifth year of the new FA or on such other date as the Parties may agree.

CHAPTER 29 IMPLEMENTATION

29.1 GENERAL

- 29.1.1 The implementation of the FSGA shall be set out in an implementation plan that:
- a) describes implementation activities arising from the obligations set out in the FSGA;
 - b) lists activities anticipated to fulfil those obligations and the Parties responsible for undertaking those activities;
 - c) sets anticipated time lines for completion of the activities;
 - d) develops a communication plan with respect to the implementation of the FSGA;
 - e) specifies how the implementation plan is to be amended, renewed or extended; and
 - f) addresses any other matter as the Parties may agree.

29.2 TERM OF THE IMPLEMENTATION PLAN

- 29.2.1 The first implementation plan shall take effect on the Effective Date and have a term of ten (10) years, or such other term as the Parties may agree.
- 29.2.2 Subsequent implementation plans shall have a term of ten (10) years or such other term as the Parties may agree.

29.3 STATUS OF THE IMPLEMENTATION PLAN

- 29.3.1 The implementation plan:
- a) shall be attached to, but does not form part of, the FSGA;
 - b) does not create legal obligations, unless the Parties otherwise agree;
 - c) does not alter any rights or obligations set out in the FSGA;
 - d) is not to be used to interpret the FSGA; and
 - e) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982.*]

29.4 IMPLEMENTATION COMMITTEE

29.4.1 The Parties shall:

- a) establish an implementation committee within sixty (60) days of the Effective Date; and
- b) each appoint one (1) representative to the implementation committee.

29.4.2 The implementation committee shall:

- a) make decisions with the unanimous agreement of all representatives;
- b) be a forum for the Parties to:
 - i) discuss the implementation of the FSGA; and
 - ii) attempt to resolve any implementation issues arising among the Parties in respect of the FSGA that have been raised by one or more of the Parties;
- c) monitor the implementation of the FSGA and the implementation plan;
- d) meet at least once a year, or more frequently if so determined by the committee;
- e) provide information and advice to the Parties, including making recommendations for amendments to the FSGA;
- f) to the extent authorized by the implementation plan, make amendments to the implementation plan;
- g) keep a record of issues discussed and its decisions;
- h) produce an annual report on its activities as set out in 29.4.5 and provide it to the Parties; and
- i) conduct any other activity as the Parties may agree.

29.4.3 Nothing in the FSGA shall authorize the implementation committee to oversee or direct the DGG, the GNWT or Canada in the exercise of their Jurisdiction and Authorities or the delivery of their programs and services.

29.4.4 Each Party shall be responsible for the costs of the participation of its appointee on the implementation committee.

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- 29.4.5 The annual report of the implementation committee shall include:
- a) the activities that have been undertaken or completed by the implementation committee in the year covered by the report;
 - b) an overview of the successes achieved in the implementation of the FSGA in the year covered by the report;
 - c) identification of implementation issues;
 - d) a plan for the next year's implementation of the FSGA, including a plan to address any implementation issues; and
 - e) any Party's views on its relationship with the other Parties with respect to the implementation of the FSGA, if desired by that Party.
- 29.4.6 The annual report will be provided to the Parties within four (4) months of the end of the year covered by the report.

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CHAPTER 30 TRANSITION

30.1 GENERAL

- 30.1.1 On the Effective Date the:
- a) Déljñę Land Corporation shall cease to exist;
 - b) Déljñę First Nation Band shall cease to exist;
 - c) Déljñę Financial Corporation shall cease to exist;
 - d) Charter Community shall cease to exist; and
 - e) the DGG shall come into existence.

30.2 RESOLUTIONS AND BY-LAWS

- 30.2.1 Band council resolutions of the Déljñę First Nation Band which are in place on the Effective Date shall be revoked or replaced by a resolution of the DGG.
- 30.2.2 By-laws made by the Charter Community shall be deemed to be DGG Law until repealed or replaced by DGG Law.

30.3 ASSETS AND LIABILITIES

- 30.3.1 On the Effective Date and subject to 2.15, the claims, rights, titles, interests, assets, obligations and liabilities of the Déljñę First Nation Band, including any Indian monies held by Canada for the use and benefit of the members of the Déljñę First Nation Band, shall vest in the DGG.
- 30.3.2 On the Effective Date, the claims, rights, titles, interests, assets, obligations and liabilities of the Charter Community shall vest in the DGG.
- 30.3.3 On the Effective Date and subject to 2.15, the claims, rights, titles, interests, assets, obligations and liabilities of the Déljñę Land Corporation shall vest in the DGG.

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- 30.3.4 On the Effective Date and subject to 2.15, the claims, rights, titles, interests, assets, obligations and liabilities of the Déljñę Financial Corporation shall vest in the DGG.
- 30.3.5 The Parties acknowledge and agree that the Sahtu Secretariat Incorporated will assign all of the rights and powers held by the Déljñę Land Corporation, the Déljñę Financial Corporation and the Déljñę First Nation Band as Designated Sahtu Organizations to the DGG on the Effective Date pursuant to 7.1.1 of the SDMCLCA.
- 30.3.6 Nothing in 30.3.1 to 30.3.4 constitutes an admission by Canada or the GNWT of the validity of any claims of the Déljñę First Nation Band, of the Charter Community, of the Déljñę Land Corporation, or of the Déljñę Financial Corporation for matters that may have existed or have arisen prior to the Effective Date.

CHAPTER 31 RATIFICATION

31.1 DÉLJNĚ GOT'JNĚ ŤEŤADÓ (CONSTITUTION)

31.1.1 On or before the date the FSGA is submitted for a ratification vote pursuant to 31.2.1, the DéljñĚ Got'jñĚ ŤeŤadó shall be approved by persons who are:

- a) a member of the DéljñĚ Land Corporation or a member of the DéljñĚ First Nation Band who is not:
 - i) also a member of a Land Corporation other than the DéljñĚ Land Corporation, or
 - ii) enrolled in another land claim or self-government agreement in Canada; and
- b) at least eighteen (18) years of age before the final day of the vote.

31.2 RATIFICATION BY THE DÉLJNĚ FIRST NATION BAND AND DÉLJNĚ LAND CORPORATION

31.2.1 The DéljñĚ First Nation Band and DéljñĚ Land Corporation have ratified the FSGA when:

- a) 50% + 1 of the eligible voters of the DéljñĚ First Nation Band and the DéljñĚ Land Corporation have approved the FSGA through a ratification vote by secret ballot held in accordance with this chapter; and
- b) the FSGA is signed by the Chief of the DéljñĚ First Nation Band and the President of the DéljñĚ Land Corporation as authorized through the ratification vote.

31.3 RATIFICATION BY THE GNWT

31.3.1 Ratification of the FSGA by the GNWT occurs when:

- a) the FSGA is approved by the Executive Council of the GNWT;
- b) the FSGA is signed by a Minister authorized by the Executive Council of the GNWT; and
- c) NWT Law which implements the FSGA comes into force.

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31.3.2 The GNWT shall, as soon as possible, recommend to the Legislative Assembly of the NWT that the FSGA be approved, given effect and declared valid by NWT Law.

31.4 RATIFICATION BY CANADA

31.4.1 Ratification of the FSGA by Canada occurs when:

- a) the FSGA is approved by the Governor-in-Council;
- b) the FSGA is signed by the Minister authorized by the Governor-in-Council; and
- c) Federal Law which implements the FSGA comes into force.

31.4.2 Canada shall, as soon as possible, recommend to the Parliament of Canada that the FSGA be approved, given effect and declared valid by Federal Law.

31.5 RATIFICATION COMMITTEE

31.5.1 A ratification committee shall be established on a date agreed to by the Parties to conduct the ratification process for the Déljñę First Nation Band and Déljñę Land Corporation.

31.5.2 The ratification committee shall be composed of:

- a) two (2) persons appointed by the Déljñę First Nation Band;
- b) two (2) persons appointed by the Déljñę Land Corporation;
- c) two (2) persons appointed by the Department of Indian Affairs and Northern Development; and
- d) two (2) persons appointed by the Minister of Aboriginal Affairs and Intergovernmental Relations.

31.5.3 The ratification committee shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

31.5.4 The ratification committee shall prepare a budget, subject to review and approval by Canada and the GNWT.

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31.5.5 The approved expenses of the ratification committee shall be a charge on Canada and the GNWT.

31.6 PRELIMINARY VOTERS LIST

31.6.1 The ratification committee shall:

- a) prepare a preliminary list of eligible voters, namely of every person who will be at least eighteen (18) years of age before the final day of the vote and who is a member of the Déljñę Land Corporation or the Déljñę First Nation Band who is not:
 - i) also a member of a land corporation established pursuant to the SDMCLCA other than the Déljñę Land Corporation, or
 - ii) enrolled in another land claim or self-government agreement in Canada;
- b) set the date by which appeals under 31.7.1 must be made, which shall be at least forty five (45) days after the publication of the preliminary voters list, and specify that date on that list; and
- c) publish the preliminary voters list, at least one hundred and twenty (120) days prior to the date of the ratification vote, in the Community of Déljñę and in Yellowknife.

31.7 APPEALS

31.7.1 An appeal, in writing, may be made to the ratification committee within the period set out in 31.6.1b), by a person whose name is:

- a) not on the preliminary voters list to have that person's name included in the official voters list; or
- b) on the preliminary voters list to prevent the name of that person or of another person from being included in the official voters list on the basis of ineligibility.

31.7.2 The ratification committee shall, in respect of an appeal pursuant to 31.7.1:

- a) hear it in the manner it considers appropriate;

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- b) make its decision on the basis of evidence it considers credible and trustworthy; and
- c) prior to publishing the official voters list pursuant to 31.8.2, give its decision in writing to the appellant and, in the case of an appeal pursuant to 31.7.1b), to the person alleged to be ineligible.

31.7.3 The ratification committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised pursuant to 31.7.1a) or 31.7.1b), where those errors are brought to its attention within the period pursuant to 31.6.1b).

31.7.4 A decision of the ratification committee under 31.7 is final.

31.8 OFFICIAL VOTERS LIST

31.8.1 The ratification committee shall, at least forty-five (45) days before the first day of the vote, revise the preliminary voters list in accordance with its decisions pursuant to 31.7.2 to 31.7.3 and produce it as the official voters list.

31.8.2 The ratification committee shall publish the official voters list in the Community of Déljné and in Yellowknife.

31.9 INFORMATION CAMPAIGN

31.9.1 The ratification committee shall:

- a) be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the FSGA; and
- b) organize meetings in the Community of Déljné and in Yellowknife to provide eligible voters an opportunity to discuss the FSGA with representatives of the Parties.

31.10 RATIFICATION VOTE

31.10.1 The ratification committee shall:

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- a) set the date or dates of the ratification vote, including advance polls, which shall not be later than eighteen (18) months after the creation of the ratification committee;
- b) specify that the ratification vote shall be held on the same date or dates in all polling stations;
- c) establish rules for the conduct of the ratification vote, including the establishment of polling stations and the provision of mail-in ballots that are consistent with this chapter;
- d) publish the dates set pursuant to 31.10.1a) in the Community of Déljné and in Yellowknife at least forty five (45) days before the first voting day;
- e) prepare ratification materials for approval by the Parties for distribution to all eligible voters;
- f) develop the form and content of the ballot to be approved by the Parties; and
- g) receive and tabulate all ballots and publish the results in the Community of Déljné and, in Yellowknife and in any other location it considers appropriate, showing the:
 - i) number of eligible voters,
 - ii) number of ballots cast,
 - iii) number of ballots approving the FSGA,
 - iv) number of ballots not approving the FSGA,
 - v) number of ballots spoiled or rejected, and
 - vi) percentage of votes cast in favour.

31.11 EFFECTIVE DATE

- 31.11.1 The FSGA shall come into effect after approval by Parliament on a date agreed by the Parties, set by a federal order in council, and that date shall be at least two (2) weeks after the order is made.
- 31.11.2 NWT Law which implements the FSGA shall provide that the FSGA shall come into effect on the same date set in accordance with 31.11.1.

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SCHEDULE A

DÉLJŃĚ DISTRICT

In the Northwest Territories;

In the District of Mackenzie;

All coordinates herein are referred to the North American Datum 1927 (NAD 27).

All lines herein are straight lines on the Universal Transverse Mercator Projection.

The DéljŃĚ District boundary is illustrated on the map sheet deposited in the Canada Lands Surveys Records as 103413 CLSR NT. The illustration is a support document depicting the written description.

Commencing at the point of intersection of the north boundary of the Sahtu Settlement Area with longitude 124° 00' 00" W;

Thence southerly in a straight line to the intersection of latitude 66° 30' 00" N with longitude 124° 00' 00" W;

Thence westerly in a straight line to the intersection of latitude 66° 30' 00" N with longitude 125° 00' 00"W;

Thence southwesterly in a straight line to the intersection of latitude 66° 01' 40" N with longitude 126° 34' 20" W;

Thence southeasterly in a straight line to the intersection with the west boundary of Sahtu Parcel M23 (82732 CLSR, 3431 LTO) and latitude 65° 50' 40" N;

Thence southerly and easterly along the west and southerly boundary, respectively, of Sahtu Parcel M23 (82732 CLSR, 3431 LTO) to Monument 8L1001, Sahtu Parcel M23 (82732 CLSR, 3431 LTO);

Thence easterly along a portion of the southerly boundary of Sahtu Parcel 46 (82732 CLSR, 3431 LTO) to Monument 5L1000, Sahtu Parcel 46 (82732 CLSR, 3431 LTO);

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Thence southeasterly in a straight line to the intersection of the northeast boundary of Sahtu Parcel 100 (102126 CLSR, 4534 LTO) with the natural boundary of Sahtu Parcel 100 (102126 CLSR, 4534 LTO) at approximate latitude 65° 39' 51" N and in proximity of Monument 48L1000, Sahtu Parcel 100 (102126 CLSR, 4534 LTO);

Thence southeasterly along the boundary of Sahtu Parcel 100 (102126 CLSR, 4534 LTO) to Monument 53L1000, Sahtu Parcel 100 (102126 CLSR, 4534 LTO);

Thence southeasterly in a straight line to its intersection with latitude 65° 18' 02" N and longitude 124° 30' 00" W;

Thence southerly in a straight line to Monument 4L1000, Sahtu Parcel 100 (102126 CLSR, 4534 LTO);

Thence southerly and westerly along the east and southerly boundary, respectively, of Sahtu Parcel 100 (102126 CLSR, 4534 LTO) to its intersection with longitude 124° 43' 30" W;

Thence southerly in a straight line to the intersection of longitude 124° 43' 30" W with the northwesterly boundary of Sahtu Parcel 53 (81150 CLSR, 3238 LTO);

Thence southerly along the northwesterly boundary of Sahtu Parcel 53 (81150 CLSR, 3238 LTO) to Monument 10L1004 of Sahtu Parcel 51A (102127 CLSR, 4577 LTO);

Thence southwesterly and easterly, respectively, along the boundary of Sahtu Parcel 51A (102127 CLSR, 4577 LTO) to Monument 11L1004, Sahtu Parcel 51A (102127 CLSR, 4577 LTO);

Thence easterly in a straight line to Monument 4L1000, Sahtu Parcel 51 (80352 CLSR, 3034 LTO);

Thence easterly along the southerly boundary of Sahtu Parcel 51 (80352 CLSR, 3034 LTO) to its intersection with longitude 124° 41' 15" W;

Thence southeasterly in a straight line to the intersection of the north boundary of Sahtu Parcel 93 (82733 CLSR, 3430 LTO) with the natural boundary of Sahtu Parcel 93 (82733

DÉLİNÉ FINAL SELF-GOVERNMENT AGREEMENT

CLSR, 3430 LTO) at approximate longitude 124° 15' 00" W and in proximity of Monument 9L1000, Sahtu Parcel 93 (82733 CLSR, 3430 LTO);

Thence southerly and easterly along the boundary of Sahtu Parcel 93 (82733 CLSR, 3430 LTO) to Monument 7L1001, Sahtu Parcel M28 (82733 CLSR, 3430 LTO);

Thence easterly along the southerly boundary of Sahtu Parcel M28 (82733 CLSR, 3430 LTO) to Monument 6L1001, Sahtu Parcel 93 (82733 CLSR, 3430 LTO);

Thence easterly along the southerly boundary of Sahtu Parcel 93 (82733 CLSR, 3430 LTO) to its intersection with the easterly boundary of Sahtu Parcel 93 (82733 CLSR, 3430 LTO) at approximate longitude W 124 ° 00' 00" and in proximity of Monument 5L1000, Sahtu Parcel 93 (82733 CLSR, 3430 LTO);

Thence southeasterly in a straight line to the intersection of the easterly boundary of Sahtu Parcel 173 (88662 CLSR, 3873 LTO) with the natural boundary of Sahtu Parcel 173 at approximate latitude 64° 13' 09" N and in proximity of Monument 5L1002, Sahtu Parcel 173 (88662 CLSR, 3873 LTO);

Thence southerly along the east boundary of Sahtu Parcel 173 (88662 CLSR, 3873 LTO) to Monument 6L1002, Sahtu Parcel 173 (88662 CLSR, 3873 LTO) on the south boundary of the Sahtu Settlement Area;

Thence easterly, northerly and westerly along the south, east and north boundary, respectively, of the Sahtu Settlement Area to the point of commencement.

NOTES:

"LTO" means Land Titles Office, Northwest Territories Registration District

"CLSR" means Canada Lands Surveys Records

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The Sahtu Settlement Area is described in Appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, Volume 1; 1993

Leslie Smith

Leslie L. Smith, P. Eng., C.L.S.

Surveyor General Branch, Natural Resources Canada

Date: November 25, 2014

DÉLJĚ FINAL SELF-GOVERNMENT AGREEMENT

SCHEDULE B

COMMUNITY OF DÉLJĚ

All that portion of the Northwest Territories in the vicinity of the community of Fort Franklin as shown on the 1:50,000 scale National Topographic Series Map 96 G/3, Edition 1, produced by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, Ottawa, and being more particularly described as follows:

Commencing at the point of intersection of northing 7,234,500 m N with easting 477,525 m E;

Thence grid east to the point of intersection of northing 7,234,500 m N with easting 482,300 m E;

Thence grid south to a point in Great Bear Lake at the intersection of northing 7,228,550 m N with easting 482,300 m E;

Thence grid west to the point of intersection of northing 7,228,550 m N with easting 479,350 m E;

Thence northwest in a straight line to the point of confluence of the easterly shore of the Greygoose River with the north shore of Keith Arm, Great Bear Lake at approximate northing 7,229,050 m N, and easting 479,100 m E;

Thence northwest and following the sinuosities of the east shore of the Greygoose River, a distance of approximately 200 m to an intersection with northing 7,229,350 m N, at approximately easting 479,000 m E;

Thence grid west crossing the Greygoose River to the westerly shore thereof;

Thence northwest and following the sinuosities of the westerly shore of the Greygoose River and a widening of the Greygoose River locally known as Plane Lake, a distance of approximately 2 km to the intersection with easting 477,525 m E, at approximate northing 7,230,550 m N;

Thence grid north to the point of commencement.

SCHEDULE C

TERMS AND CONDITIONS OF THE TRANSFER OF COMMISSIONER'S LANDS UNDER 12.3 OF THE FSGA

1.0 DEFINITIONS

1.1 Terms in this schedule have the meanings set out in 1.1 of the FSGA.

2.0 SURVEYS

2.1 The Parties acknowledge and agree that the GNWT has caused surveys of certain Commissioner's Lands to be conducted in accordance with Part II of the *Canada Lands Surveys Act* (Canada) after Consultations with the Charter Community and the Déljné Land Corporation and that the official plans for such surveys shall be filed by the GNWT in the Land Titles Office of the NWT pursuant to the *Land Titles Act* (NWT) prior to the Effective Date.

2.2 Except as contemplated under 3.3, prior to the Effective Date the GNWT shall not sell, lease, or otherwise dispose of any Commissioner's Lands without first Consulting with the Charter Community and the Déljné Land Corporation, provided however, nothing herein precludes or restricts the GNWT from terminating, renewing or extending any lease, or approving any sublease, mortgage of lease, replacement lease, assignment of lease or amendment of lease on any such Commissioner's Lands.

3.0 TRANSFER OF COMMISSIONER'S LANDS

3.1 On the Effective Date, fee simple title to the surveyed Commissioner's Lands listed on appendix "C1", except the mines and minerals, shall vest in the DGG.

3.2 On the Effective Date, fee simple title to all Unsurveyed Lands at that date, including any Unsurveyed Lands listed on appendix "C2", except the mines and minerals and any Unsurveyed Lands listed on appendix "C3", shall vest in the DGG, subject to any leases in respect of such lands which are listed on appendix "C2", and to any leases or agreements for sale or lease in respect of such lands which have been granted or entered into pursuant to 3.3(b).

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- 3.3 Prior to the Effective Date, the GNWT may sell the fee simple interest, except the mines and minerals, or grant a leasehold interest, in the Commissioner's Lands listed on appendix "C2" to:
- (a) the lessees of such lands, or to their successors or assigns; or
 - (b) such persons who, at any time before the Effective Date, have applied for leasehold or freehold title to such lands under the *Commissioner's Land Regulations* (NWT), or their successors or assigns,
- on such terms and conditions as the GNWT in its discretion may determine, or pursuant to any option to purchase a lessee may be entitled to exercise.
- 3.4 Save and except for any Unsurveyed Lands listed on appendix "C2", as soon as practicable after the Effective Date, the GNWT shall grant fee simple title, except the mines and minerals, to those Commissioner's Lands listed on appendix "C2" which have not been sold pursuant to 3.3, or for which a binding agreement for sale has not been entered into pursuant to 3.3, to the DGG, subject to the leases in respect of such lands listed on appendix "C2" or granted pursuant to 3.3(b).
- 3.5 The DGG shall assume all of the lessor's rights and powers under the leases listed on appendix "C2" or granted pursuant to 3.3(b) in respect of the lands which it acquires under 3.2 or 3.4, and shall observe and perform the lessor's obligations under such leases, including any obligation respecting rights of renewal, extension or replacement or options to purchase, and any such lease shall be construed and given effect as if the DGG had been named in the lease.
- 3.6 The DGG shall indemnify and hold the GNWT harmless from and against any and all damages, losses, costs or liabilities that the GNWT may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand relating to or arising from a failure by the DGG to observe or perform the provisions of a lease assumed by the DGG under 3.5 after the DGG has acquired title to the land in question under 3.2 or 3.4.
- 3.7 The GNWT shall indemnify and hold the DGG harmless from and against any and all damages, losses, costs or liabilities that the DGG may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand relating to or arising from
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DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

a failure by the GNWT to observe or perform the provisions of a lease assumed by the DGG under 3.5 prior to the DGG acquiring title to the land in question under 3.2 or 3.4.

- 3.8 For greater certainty, the vesting or grant of any land under 3.2, 3.3 or 3.4 shall not prejudice or affect any interest or encumbrance that any person may have in respect of any lease of any of the lands listed on appendix “C2”.
- 3.9 The lands vested under 3.1 and 3.2 or granted under 3.4 shall be subject to sections 12, 13, and 14 of the *Northwest Territories Lands Act* (NWT), section 14 of the *Commissioner’s Land Regulations* (NWT), any interests or encumbrances registered against any title to Commissioner’s Lands under the *Land Titles Act* (NWT) and any implied reservations under section 69 of the *Land Titles Act* (NWT).
- 3.10 The DGG shall not acquire any interest under this schedule in the Commissioner’s Lands listed on appendix “C3” or, for greater certainty, in the bed of Great Bear Lake or any lands held in fee simple by the Northwest Territories Power Corporation.
- 3.11 The GNWT makes no representation, warranty or covenant that the DGG shall have vacant possession of any of the Commissioner’s Lands vested in the DGG pursuant to 3.1 and 3.2 or granted to the DGG pursuant to 3.4.
- 3.12 The lands vested in or granted or transferred to the DGG under this schedule shall be subject to the easements and rights of way granted under, and the terms and conditions of, the power transmission and distribution line right of way agreement between the GNWT and the Northwest Territories Power Corporation dated April 30, 1996.
- 3.13 No strip of land one hundred (100) feet in width shall be reserved to the Commissioner under section 11 of the *Northwest Territories Lands Act* (NWT) in Commissioner’s Lands vested, granted or transferred to the DGG pursuant to this schedule.

4.0 CONTAMINATED SITES

- 4.1 Upon the GNWT undertaking any program respecting the clean-up of Contaminated Sites on Commissioner’s Lands, the program shall also apply to Contaminated Sites on the lands listed in appendix “C4” as if the lands were Commissioner’s Lands.

DÉLJŃĚ FINAL SELF-GOVERNMENT AGREEMENT

- 4.2 After the Effective Date, the GNWT and DGG may agree that a Contaminated Site on lands vested in or granted or transferred to the DGG under this schedule not listed on appendix "C4" existed on the Effective Date and, with the consent of both parties, appendix "C4" shall be amended to include such site.
- 4.3 The DGG acknowledges and agrees that the DéljŃĚ solid waste facilities and the DéljŃĚ sewage lagoons, the sites of which are indicated on the map annexed to this schedule as appendix "C5" and which are part of the Commissioner's Lands to be transferred to the DGG under this schedule, shall not be listed on appendix "C4".
- 4.4 Any dispute as to whether a Contaminated Site existed on the Effective Date may be referred to arbitration pursuant to 27.6 of the FSGA by either the DGG or the GNWT, without the requirement of the consent of the other party. If the arbitrator confirms that a Contaminated Site existed on the Effective Date, appendix "C4" shall be amended to include such site.
- 4.5 The GNWT shall be responsible for the costs associated with any cleanup of a Contaminated Site under 4.1.
- 4.6 Section 4.5 shall not prevent the GNWT from recovering any costs associated with the clean-up from a person who is liable for such costs.
- 4.7 Notwithstanding any liability that the GNWT may have by law to the DGG for damages arising as a result of any land vested in, or granted to or transferred to the DGG under this schedule being a Contaminated Site or as a result of any negligent act or omission of the GNWT or its employees, contractors or agents in respect of such Contaminated Site, or from the clean-up of such Contaminated Site under the terms of 4.1, the GNWT will not be liable to the DGG for any special, incidental, indirect or consequential damages, including loss of profit or other economic loss in respect of any such Contaminated Site, act or omission or clean up.
- 4.8 The provisions of 4.7 apply whether or not any such land is known to be a Contaminated Site or listed on appendix "C4" on the Effective Date.
- 4.9 Section 4.7 does not affect any obligation of the GNWT under 4.1 or 4.5.

5.0 AMENDMENT OF APPENDICES

5.1 Prior to the Effective Date, the GNWT and the Déljné Land Corporation may amend appendices “C1”, “C2”, “C3”, “C4” or “C5” to:

- (a) correct an error in the description of a parcel of land described in any such appendix;
- (b) add a parcel of land to or delete a parcel of land from any such appendix as a result of such parcels being inadvertently excluded from or included in such appendix;
- (c) delete a parcel from appendix “C1” and add such parcel to appendix “C2” or add a parcel of Unsurveyed Land to appendix “C2”, if at any time before the Effective Date a person applies to the GNWT to lease or purchase such parcel; or
- (d) make such other additions, deletions or changes to any of the appendices as they may agree from time to time.

5.2 Any dispute in regard to any amendment proposed pursuant to 5.1 may be referred to arbitration pursuant to the *Arbitration Act* (NWT) by either the Déljné Land Corporation or GNWT without the requirement of the consent of the other party.

DÉLİNĚ FINAL SELF-GOVERNMENT AGREEMENT

APPENDIX "C1"

Lot	Block	Plan
12	2	136
10	5	346
11	5	346
3	1160	939
Road		2116
Road		2162
4	14	2242
1	15	2242
6	16	2242
10	16	2242
12	16	2242
2	34	3129
3	34	3129
4	34	3129
7	34	3129
8	34	3129
9	34	3129
Road		3129
6	36	3145
Road		3145
1	38	3172
Road		3172
3	31	3400
Road		3400
18	4	3447
2	37	3683
Road		3683
8	41	3686
3	42	3686
5	42	3686
3	43	3686
1	45	4347
2	45	4347
3	45	4347
4	45	4347
5	45	4347

DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
6	45	4347
7	45	4347
8	45	4347
9	45	4347
10	45	4347
11	45	4347
12	45	4347
13	45	4347
14	45	4347
15	45	4347
16	45	4347
17	45	4347
18	45	4347
19	45	4347
20	45	4347
21	45	4347
22	45	4347
23	45	4347
24	45	4347
25	45	4347
26	45	4347
27	45	4347
28	45	4347
29	45	4347
30	45	4347
31	45	4347
32	45	4347
33	45	4347
34	45	4347
35	45	4347
36	45	4347
37	45	4347
38	45	4347
39	45	4347
40	45	4347
41	45	4347
42	45	4347
43	45	4347

DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
44	45	4347
45	45	4347
48	45	4347
49	45	4347
50	45	4347
51	45	4347
52	45	4347
53	45	4347
54	45	4347
55	45	4347
56	45	4347
57	45	4347
59	45	4347
60	45	4347
R1		4347
R2		4347
R3		4347
R4		4347
R5		4347
R6		4347
R7		4347
R8		4347
R9		4347
8	11	4511
Road		4511
23	8	4512
R26		4512
R27		4512
R28		4512
6	42	4513
20	4	4516
R14		4516
R15		4516
R16		4516
18	5	4518
19	5	4518
22	5	4518
23	5	4518

DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
26	5	4518
R18		4518
R19		4518
R20		4518
R21		4518
25	3	4520
R10		4520
R11		4520
R12		4520
R13		4520
R22		4523
31	7	4524
35	7	4524
R23		4524
R24		4524
R25		4524
17	9	4594
18	9	4594
R29		4594
R30		4594
1	46	4596

DÉLĪNĒ FINAL SELF-GOVERNMENT AGREEMENT

APPENDIX "C2"

Lot	Block	Plan	Lease
11	2	136	4940
9	14	2242	L-8250T
10	14	2242	L-9834T
2	15	2242	L-10535T
3	15	2242	L-8028T
5	15	2242	L-30475T
2	16	2242	L-10536T
3	16	2242	L-10537T
4	16	2242	L-9790T
7	16	2242	L-30295T
8	16	2242	L-7758T
9	16	2242	L-8037T
1	19	2430	L-10866T
2	33	3129	L-0850233T
2	35	3129	L-30017T
1	36	3145	L-10839T
4	36	3145	L-5893T
1	31	3400	CL-1000028T
2	31	3400	L-6498T
7	1	3686	L-0950074T
1	41	3686	L-0950013T
2	41	3686	L-18520T
4	41	3686	L-0950013T
6	41	3686	L-12129T
1	43	3686	L-5300T
1	44	3686	L-5301T
47	45	4347	L-18449T
20	8	4512	L-1000010T
26	8	4512	5098
22	4	4516	96 G/3-40-9
23	4	4516	L-1000032T
17	5	4518	EL-13119T
24	5	4518	EL-1200011T
25	5	4518	L-1000025T
22	3	4520	5115
23	3	4520	5171
24	3	4520	96 G/3-22-3

DÉLİNÉ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan	Lease
30	3	4520	L-30662T
32	7	4524	L-0950015T
34	7	4524	L-0950014T
36	7	4524	L-1000052T
19	9	4594	5088

the lands encompassed by that sketch prepared by the Department of Municipal and Community Affairs of the GNWT numbered 303-SK-083

Application to lease

the lands encompassed by that sketch prepared by the Department of Municipal and Community Affairs of the GNWT numbered 303-SK-00335

CL-0950138T

DÉLĪNĒ FINAL SELF-GOVERNMENT AGREEMENT

APPENDIX "C3"

Lot	Block	Plan
5	2	346
6	2	346
7	2	346
8	2	346
3	6	346
4	6	346
5	6	346
6	6	346
11	6	346
12	6	346
13	4	1024
2	12	2116
3	12	2116
4	12	2116
5	12	2116
6	12	2116
7	12	2116
8	12	2116
9	12	2116
1	13	2116
2	13	2116
3	13	2116
4	13	2116
7	14	2242
8	14	2242
4	15	2242
1	16	2242
5	16	2242
11	16	2242
1	18	2242
2	18	2242
4	18	2242
6	18	2242
1	32	3126
1	33	3129
3	33	3129
4	33	3129

DÉLĪNĒ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
5	33	3129
6	33	3129
9	33	3129
10	33	3129
11	33	3129
12	33	3129
1	34	3129
5	34	3129
6	34	3129
10	34	3129
1	35	3129
2	36	3145
5	36	3145
1	37	3172
11	40	3400
12	12	3545
13	12	3545
2	25	3599
Road		3599
1	39	3600
19	7	3682
20	7	3682
3	41	3686
5	41	3686
2	42	3686
4	43	3686
5	43	3686
46	45	4347
58	45	4347
16	33	4509
17	33	4509
21	8	4512
22	8	4512
24	8	4512
25	8	4512
27	8	4512
28	8	4512
29	8	4512

DÉLJNĚ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
30	8	4512
31	8	4512
32	8	4512
33	8	4512
7	42	4513
2	30	4515
3	30	4515
21	4	4516
20	5	4518
R31		4519
20	3	4520
21	3	4520
26	3	4520
27	3	4520
28	3	4520
29	3	4520
21	7	4524
22	7	4524
23	7	4524
24	7	4524
25	7	4524
26	7	4524
27	7	4524
28	7	4524
29	7	4524
30	7	4524
33	7	4524
37	7	4524
10	9	4594
11	9	4594
12	9	4594
13	9	4594
14	9	4594
15	9	4594
16	9	4594
20	9	4594

APPENDIX “C4”

CONTAMINATED SITES

Lot Block Plan

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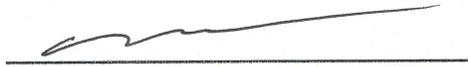
APPENDIX "C5"



SIGNATURE PAGE FOR DÉLJŃĘ FINAL SELF-GOVERNMENT AGREEMENT

DéljŃę Final Self-Government Agreement dated the 18 day of February, 2015

SIGNED FOR THE SAHTU DENE AND METIS OF DÉLJŃĘ

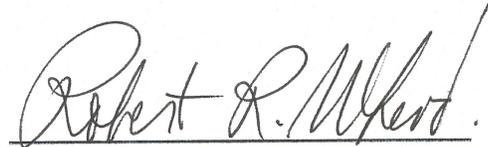


Chief, DéljŃę First Nation Band



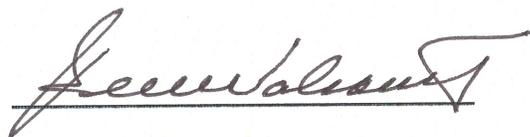
President, DéljŃę Land Corporation

SIGNED FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES



Minister of Aboriginal Affairs and Intergovernmental Relations

SIGNED FOR THE GOVERNMENT OF CANADA



Minister of Indian Affairs and Northern Development

EMERITUS LEONARD KERRY
Grand Dolphin, DLE President

~~Colin Bass~~

Pat Modest
Kees Tenme
Amanda J...

~~Michelle~~
~~Anteb~~
~~Mildred~~
~~Andy~~

Learns McE...
Modest
White

Tim T...
Bryan...

~~Michelle~~
~~Andy~~

Hughie Kerry

Don Zick
Bella Louison

Faith
Yara
Vital

~~Barbara~~

Marion
M...

Jane J...
G...

Nicole
X...

Burt

Sh...

Deedna
R...

Cam...

X Berna
Marache

Stella
Dami...

X Veronica
Bayha

X Johnny
T...

Abby
L...

Anthony
Do...



Canada