

ǰade 2019-2021 INTERIM MANAGEMENT AGREEMENT

**BEHDZI AHDA" FIRST NATION
AYONI KEH LAND CORPORATION and the
COLVILLE LAKE RENEWABLE RESOURCES COUNCIL
("COLVILLE RRC")**

and

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES
AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND NATURAL RESOURCES
("GNWT")**

(together, the "Parties")

WHEREAS:

The Dehlá Got'ıne are Dene of the Sahtu region, and have traditionally used and occupied lands in the Northwest Territories from time immemorial;

The Aboriginal and Treaty rights of the Dehlá Got'ıne are recognized and affirmed by section 35 of the *Constitution Act, 1982*, including through the provisions of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*;

An objective of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* is "to provide the Sahtu Dene and Metis with wildlife harvesting rights and the right to participate in decision making concerning wildlife harvesting and management";

An objective of chapter 13 of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* is "to respect the harvesting and wildlife management customs and practices of the participants and provide for their ongoing needs for wildlife";

The Colville RRC has certain powers pursuant to the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* with respect to management of wildlife harvesting;

The Minister has certain powers and obligations with respect to management of wildlife pursuant to the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* and the *Wildlife Act*, SNWT 2013, c.30, which must be exercised in a manner that is not inconsistent with land claim agreements and that promotes a coordinated, collaborative and integrated approach to the conservation and management of wildlife in the Northwest Territories;

The *Wildlife Act* provides that the Minister may enter into agreements with governments, persons, bodies or organizations regarding the conservation and management of wildlife;

Notwithstanding the Parties have different views on the best mechanisms for ensuring that the ancient relationships between ǰade and Dehlá Got'ıne are protected and maintained for present and future generations, and different views on the best way to ensure long term survival and sustainability of ǰade,

the Parties recognize that sharing responsibility for the conservation and management of the ʔəde harvest is mutually beneficial and provides an opportunity to collaborate.

THEREFORE THE PARTIES AGREE to collaborate on an interim basis as further described below, without prejudice to their respective views on the resolution of the longer term challenges with respect to conservation and management of ʔəde:

1. Definitions

- 1.1. "Dehlá Got'jne" means members of the Behdzi Ahda" First Nation or Ayoni Keh Land Corporation;
- 1.2. "ʔəde" means barren ground caribou, including the Bluenose West caribou herd; and
- 1.3. "Harvester" means a Dehlá Got'jne or a non-participant who is authorized to harvest by the Colville RRC pursuant to 13.4.8 of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*.
- 1.4. "Term" means the term of this Agreement in accordance with section 6.1.

2. Purpose

- 2.1. The purpose of this Agreement is to enable the Parties to work together on an interim basis to share responsibility for the conservation and management of ʔəde in the area described as Zone S/BC/01 in regulations under the Wildlife Act within the traditional territory of the Dehlá Got'jne ("the Area"), as set out in the map attached as Appendix 4 to this Agreement, during the term of this Agreement in order to protect and maintain ʔəde for present and future generations while long-term management agreements in respect of ʔəde are concluded.

3. Roles and Responsibilities

- 3.1. The Colville RRC will establish interim guidelines and provide directions to Harvesters concerning the harvest of ʔəde in the Area in accordance with section 13.9.4 (b) of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* and this Agreement.
- 3.2. The interim guidelines and directives established by the Colville RRC will have regard for the harvesting and wildlife management customs and practices of the Dehlá Got'jne.
- 3.3. The roles and responsibilities of the GNWT under the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*, the *Wildlife Act* and this Agreement will be carried out by the Department of Environment and Natural Resources ("ENR").
- 3.4. The Colville RRC will participate in the collection of local harvesting data and other relevant observations respecting ʔəde in the Area and a pilot project for the use of sample kits in accordance with the budget attached as Appendix 5.
- 3.5. The Colville RRC will share local harvesting data and other relevant observations respecting ʔəde in the Area with ENR in accordance with section 13.9.6 of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement* and this Agreement.

3.6. ENR will collaborate with the Colville RRC in the conservation and management of *ʔade*, including:

- (a) participation and enhancement of *ʔade* population research and monitoring, while maintaining the core GNWT requirements for surveys;
- (b) additional *ʔade* research and monitoring, including piloting sample kits and other forms of in-the field data collection.

3.7. ENR and the Colville RRC will discuss pending land use applications, permits or authorizations related to activities that may have an impact on the calving grounds and calving migration route during the calving season, and discuss potential mitigation measures in respect of such activities.

4. Authorizations

4.1. The Parties will use the Authorization set out in Appendix 1 of this Agreement as evidence of authorization to harvest *ʔade* within the Area.

4.2. The Colville RRC will distribute the Authorization to Harvesters.

5. Collaboration in Conservation and Management

5.1. ENR and the Colville RRC will hold regular in-person meetings in Colville Lake to collaborate in the conservation of *ʔade* and the management of the harvest of *ʔade* in the Area, and to exchange information as required under this Agreement. The Parties may agree to meet by phone in place of in-person meetings.

5.2. The Parties will give reasonable advance notice of meetings to the Sahtu Renewable Resources Board ("SRRB") and will invite the SRRB to attend such meetings.

5.3. ENR and the Colville RRC will ensure that all information is shared in accordance with the Traditional Knowledge and Limited License Agreement attached as Appendix 3 of this Agreement.

5.4. If a management issue is raised by one of the Parties regarding *ʔade* in the Area, then a special, in-person meeting shall be convened within 10 working days to discuss the management issue. The SRRB shall be invited to observe. The Parties shall seek agreement on management measures to resolve the management issue raised by the Party. Management measures may include amendments to the guidelines and directives established by the Colville RRC to Harvesters, reductions in harvesting, or other measures as the Parties may agree for the conservation and management of *ʔade*. The Parties will submit to the SRRB any proposed management measure that requires its review and recommendation under the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*.

5.5. ENR will pay the reasonable costs of the Colville RRC to host and attend meetings required under this Agreement, and will provide the necessary freezers and equipment required for the pilot sample kit project to the Colville RRC.

5.6. The Parties may request the assistance of the SRRB in the implementation of this Agreement.

6. General Provisions

- 6.1. The term of this Agreement shall expire on May 31, 2021 unless extended by written agreement of the Parties. Either Party may terminate this agreement on 30 days written notice to the other Party.
- 6.2. Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party. This Agreement is made without prejudice to the positions taken by any of the Parties in any other forum. This Agreement is not a treaty or land claim agreement within the meaning of section 25 or 35 of the Constitution Act, 1982. This Agreement shall be interpreted and applied in a manner consistent with the recognition and affirmation of existing Aboriginal and Treaty rights in section 35 of the Constitution Act, 1982, including the duty to consult.
- 6.3. This Agreement shall enure to the benefit of and shall be binding on the successors and assigns of the Parties. The Agreement may not be assigned by the either Party without the written consent of the other Party.
- 6.4. This Agreement shall be governed by the laws of the Northwest Territories and the laws of Canada applicable therein.
- 6.5. If any provision of this Agreement should under any circumstances be deemed invalid or inoperative, the remaining provisions are severable from the invalid or inoperative provision and this Agreement shall be construed with the invalid or inoperative provision deleted.
- 6.6. In the event there is any disagreement with respect to this Agreement, the persons responsible for implementation of this Agreement that cannot be resolved through good faith discussion between the Parties at a regular meeting under section 5.1, the matter shall be put into abeyance and shall be referred to the Minister of ENR and the President of the Colville Lake RRC for resolution.
- 6.7. This Agreement may be amended only with the written consent of the Parties. An amendment will become effective upon its execution by both Parties, unless another date is agreed.
- 6.8. All notices or other communications between either of the Parties shall be made in writing and may be delivered by mail or transmitted electronically via facsimile or email, and shall be addressed to:

(a) To the Government of the Northwest Territories:

Deputy Minister
Department of Environment and Natural Resources, Government of the Northwest
Territories
P.O. Box 1320, Yellowknife, NT X1A 2L9
Phone (867) 767 9142
Fax (867) 873 0481
Email: erin_kelly@gov.nt.ca

(b) To the Colville RRC:

President

COLVILLE LAKE RENEWABLE RESOURCES COUNCIL

P.O Box 53, Colville Lake, NT XOE 1L0

Phone: (867) 709-2200

Fax: (867) 709-2202

Email: chief@behdziahda.com

6.9. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. Counterparts may be executed in original, Adobe.pdf format or faxed form and the parties adopt any signatures received by computer or facsimile as original signatures of the parties.

[signature page follows]

IN WITNESS WHEREOF the Agreement has been executed by duly authorized representatives of the Parties as of the Effective Date of 20 December, 2019 by:

THE GOVERNMENT OF THE NORTHWEST COLVILLE RENEWABLE RESOURCES
TERRITORIES as represented by the Deputy COMMITTEE
Minister of Environment and Natural Resources

By: Erin Kelly
Title: Acting Deputy Minister
Signature: Erin Kelly
Signed this 20 day of Dec, 2019

By: Wilbert Kocher
Title: Chief, President
Signature: [Signature]
Signed this ___ day of _____, 2019

By: _____
Title: _____
Signature: _____
Signed this ___ day of _____, 2019

By: Joseph Kochrad
Title: BAND manager
Signature: [Signature]
Signed this 20 day of Dec, 2019

Appendix 1: FORM OF AUTHORIZATION

**Colville Lake Renewable Resources Council
CERTIFIES THAT
[INSERT NAME OF HARVESTER]**

IS AUTHORIZED TO HARVEST IN THE DELA GOT'INE TRADITIONAL TERRITORY
within the area described in regulations under the Wildlife Act as S/BC/01
subject to 13.9.4 (b) of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*, in
accordance with the guidelines and directions set out by the Colville Lake Renewable Resources
Council for the period ending _____, 202_. Harvests under this authorization must
be reported to the Colville Renewable Resources Council within 7 days.

Dated on _____, 201_

[signature of harvester]
Harvester

ID #2019-XX

[signature of Colville RRC President]
President, Colville Lake Renewable Resources Council

Appendix 2: TRADITIONAL KNOWLEDGE AND LIMITED LICENSE AGREEMENT

BETWEEN:

**BEHDZI AHDA" FIRST NATION
AYONI KEH LAND CORPORATION and the
COLVILLE LAKE RENEWABLE RESOURCES COUNCIL
(the "LICENSORS")
and**

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES AS REPRESENTED BY THE MINISTER OF
ENVIRONMENT AND NATURAL RESOURCES
(the "LICENSEE")**

(together, the "PARTIES")

WHEREAS the Licensee acknowledges the Licensors' roles, rights and responsibilities as the guardians of Licensors' traditional knowledge and certain harvest information;

AND WHEREAS the Licensee has requested local harvesting data and other locally available data respecting wildlife and wildlife habitat from the Licensors to assist in fulfilling the objectives and requirements of Chapter 13 of the *Sahtú Dene and Métis Comprehensive Land Claim Agreement* ("SDMCLCA") and the responsibilities under section 11 of the *Wildlife Act* S.N.W.T. 2013,c.30;

AND WHEREAS section 13.9.6 of the SDMCLCA states that Renewable Resources Councils shall participate in the collection and provision of local harvesting data and other locally available data respecting wildlife and wildlife habitat to the Licensee;

AND WHEREAS the Minister of Environment and Natural Resources (the "Minister") may under section 12 of the *Wildlife Act* enter into agreements with governments, persons, bodies or organizations with respect to the Minister's responsibilities under sections 11(1) and 11(2) of the *Wildlife Act*;

AND WHEREAS the Parties acknowledge that the provisions in this Limited License Agreement must not prevent the legal obligations and requirements set out in the SDMCLCA and the responsibilities under the *Wildlife Act* from being met;

IT IS HEREBY AGREED THAT:

1) Definitions

"Confidential Harvest Information" means any harvesting information shared by Colville RRC with ENR, unless specifically designated as public by Colville RRC.

"Traditional Knowledge" means the evolving body of Aboriginal knowledge and values that has been acquired through experience and observation from the land (including the earth, water, air, flora, fauna, and the relations among them) and from spiritual teachings and that is handed down from one generation to another.

- 2) The Licensors grant to the Licensee a non-exclusive License ("the Limited License") to use the Licensors' Confidential Harvest Information and Traditional Knowledge in accordance with the terms and conditions set out in this Agreement.
- 3) The Licensee, and any professional advisors and consultants of the Licensee that have provided guarantees they will keep the Confidential Harvest Information and Traditional Knowledge confidential, shall be permitted to:
 - a. access and use the Confidential Harvest Information and Traditional Knowledge to assist in fulfilling the responsibilities under sections 11(1) and (2) of the *Wildlife Act* and the objectives and requirements of Chapter 13 of the SDMCLCA, including access and use of harvest numbers for the purposes of informing discussions with the SRRB and other wildlife managers;
 - b. disclose the Confidential Harvest Information and Traditional Knowledge only with the prior written consent of the Licensors or if required to do so as part of a legal process. The confidentiality of the Confidential Harvest Information and Traditional Knowledge shall be ensured to the extent possible and the Licensors shall be notified of any required disclosure;
- 4) This Limited License Agreement may be amended by agreement between the Parties. Any amendments shall take effect immediately or on the date agreed upon by the Parties.
- 5) Either Party may withdraw from this Limited License Agreement upon 60 days notice to the other Party.
- 6) The Limited License shall have a term of 3 years.
- 7) This Agreement constitutes the entire agreement between the Parties with respect to its subject matters. In entering into this Agreement, the Parties are not relying on any representations other than those contained in this Agreement.
- 8) Notices and other communications required or permitted by this Limited License Agreement to be sent or given by one party to the other party shall be in writing and shall either be delivered personally to the other party or shall be sent by courier or transmitted by facsimile or sent by any commonly used electronic means of transmitting written communications including by email (email address to be confirmed prior to delivery), to the addressee as follows:

For the Licensee:

Deputy Minister Erin Kelly
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
GOVERNMENT OF THE NORTHWEST TERRITORIES
P.O. Box 1320, Yellowknife, NT X1A 2L9
Phone (867) 767 9142
Fax (867) 873 0481
Email: erin_kelly@gov.nt.ca

For the Licensors:

President Wilbert Kochon
COLVILLE LAKE RENEWABLE RESOURCES COUNCIL
P.O Box 53, Colville Lake, NT X0E 1L0
Phone: (867) 709-2200
Fax: (867) 709-2202
Email: chief@behdziahda.com

- 9) This Agreement shall enure to the benefit of and shall be binding on the successors and assigns of Licensee and of Licensors. The Agreement, the Limited License and the rights granted under the Limited License may not be sublicensed or assigned by the Licensee without the written consent of the Licensors.
- 10) This Agreement shall be governed by the laws of the Northwest Territories and the laws of Canada applicable therein.
- 11) Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party. This Agreement is made without prejudice to the positions taken by any of the Parties in any other forum. This Agreement is not a treaty or land claim agreement within the meaning of section 25 or 35 of the Constitution Act, 1982. This Agreement shall be interpreted and applied in a manner consistent with the recognition and affirmation of existing Aboriginal and Treaty rights in section 35 of the Constitution Act, 1982, including the duty to consult.
- 12) If any provision of this Agreement should under any circumstances be deemed invalid or inoperative, the remaining provisions are severable from the invalid or inoperative provision and this Agreement shall be construed with the invalid or inoperative provision deleted.
- 13) This Agreement may be executed in counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. Counterparts may be executed in original, Adobe.pdf format or faxed form and the parties adopt any signatures received by computer or facsimile as original signatures of the parties.

Dispute Resolution

- 14) In the event of any alleged breach of this Agreement, either party may deliver to the other party written notice of the specific nature of the dispute ("Notice of Dispute").
- 15) As soon as is practicable after receiving notice of a dispute pursuant to paragraph 17, and in any event not later than 30 days thereafter, the Parties shall meet without the assistance of a mediator or other intervenor, and shall make good faith attempts to resolve the dispute to their mutual satisfaction.
 - a. If the Parties reach an agreement to resolve the dispute at the initial meeting, they may put the resolution in writing.

- b. If the Parties do not resolve the dispute at a meeting initiated pursuant to this paragraph, they may schedule further informal dispute resolution meetings, or may proceed to mediation, as set out in paragraph 19.

Appointment of Arbitrator/Mediator

- 16) If the Parties' informal attempts to resolve the dispute are unsuccessful, the Parties shall jointly select a Mediator/Arbitrator.
 - a. In the event the Parties are not able to agree on the appointment of a single Mediator/Arbitrator, either party may apply to a judge for the appointment of a Mediator/Arbitrator.
 - b. For the purposes of this section, the parties agree to be bound by the *Arbitration Act RSNWT 1988, c A-5*.

Mediation


- 17) Notwithstanding any other step contemplated by this Agreement, upon their appointment, the Mediator/Arbitrator shall convene a mediation session between the Parties.
 - a. The Parties and the Mediator/Arbitrator shall make good faith efforts to resolve the dispute during the mediation process.
 - b. If the Parties reach an agreement to resolve the dispute following mediation, they may put the resolution in writing.

Arbitration


- 18) If the mediation is unsuccessful, the Mediator/Arbitrator shall, in consultation with the parties, arrange for a formal arbitration, the procedure for which shall be governed by the *Arbitration Act*.
 - c. The decision of the Arbitrator shall be final and binding on the parties, except on a question of law, in which case an appeal lies to the Supreme Court of the Northwest Territories.
- 19) Following the Arbitration, the Mediator/Arbitrator shall have the authority to order such remedy as she or he determines to be appropriate in all of the circumstances, and having particular regard to the nature, scope, severity and impact of the dispute, wrongdoing or breach. In this order, the Mediator/Arbitrator shall apportion payment of costs having regard to the legitimacy of any claimed breach of this Agreement and the resulting remedy.

SIGNED SEALED AND DELIVERED:

For Licensors:



Witness




Wilbert Kochon

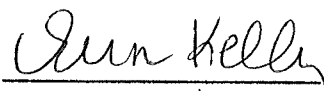
Witness

Witness

For the Licensee:

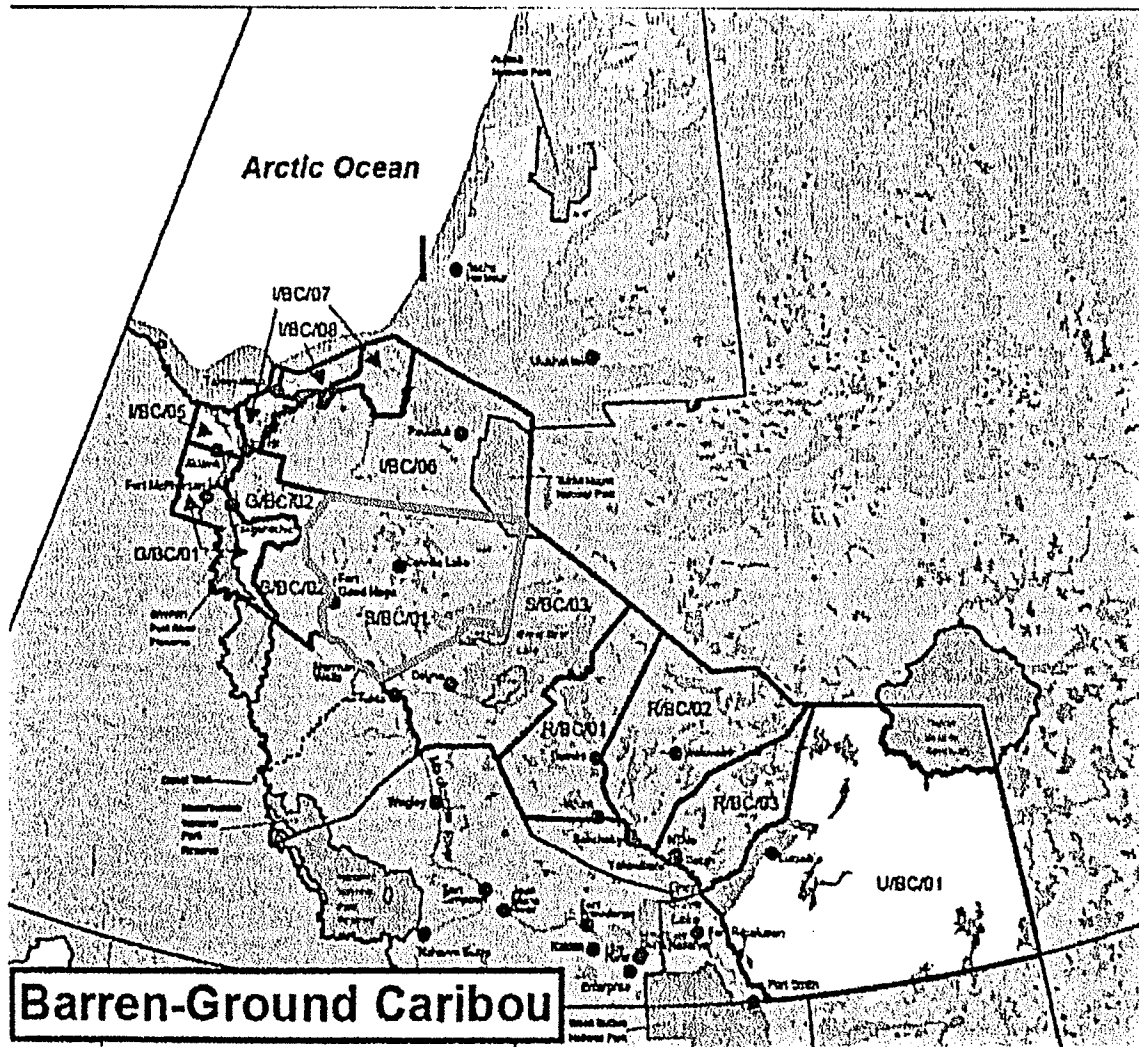


Witness



Erin Kelly

Appendix 3: Map of the Area



Appendix 4: Budget**For the period ending May 31, 2020**

GNWT will provide Colville RRC with a contribution agreement in the following amounts:

\$15,000	to support Colville RRC harvest monitoring
\$5,000	for costs associated with the pilot sample kit project

The Parties agree that additional budgets for project-based research and monitoring work will be determined over the term, and additional funding for such work will be identified and provided to Colville RRC by ENR.

The Parties further agree to identify additional funding sources to support project-based research and monitoring work, and to collaborate in securing such additional funds to support the Colville RRC.

For the period ending May 31, 2021

The budget for the period June 1, 2020 to May 31, 2021 will be reviewed by the Parties in March 2020. In the event that the Parties cannot reach agreement on new budget amounts, the budget for the period ending May 31, 2021 will be renewed on the same amounts as provided for the period ending May 31, 2020.