AGREEMENT TO ESTABLISH TS'UDÉ NILINÉ TUYETA AS A PROTECTED AREA

BETWEEN

THE FORT GOOD HOPE DENE BAND

AND

THE YAMOGA LANDS CORPORATION

AND

THE FORT GOOD HOPE MÉTIS NATION LOCAL #54 LAND CORPORTAION

AND

THE AYONI KEH LAND CORPORATION

AND

THE BEHDZI AHDA" FIRST NATION

AND

THE GOVERNMENT OF NORTHWEST TERRITORIES

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

1.	DEFINITIONS	3
2.	GENERAL PROVISIONS	5
3.	INTERPRETATION	6
4.	DESIGNATION	8
5.	PURPOSE	8
6.	RELATIONSHIP OF THE PARTIES	10
7.	COMPOSITION AND PROCESS OF THE MANAGEMENT BOARD	12
8.	DEVELOPMENT AND APPROVAL OF THE MANAGEMENT PLAN	14
9.	CONSENSUS BUILDING	16
10.	INFRASTRUCTURE	17
11.	K'ASHO GOT'INE GUARDIANS	18
12 .	FINANCIAL PROVISIONS	18
13.	HERITAGE RESOURCES	20
14.	K'ASHO GOT'INE KNOWLEDGE	21
15 .	ACCESS CORRIDORS	22
16.	EXTRACTIVE USE	23
17 .	VISITOR ACTIVITIES	24
18.	DEVELOPMENT OF AN ENFORCEMENT RESPONSE PROTOCOL	25
19.	DISPUTE AND ISSUE RESOLUTION	25
20.	EVALUATION	28
21.	EXISTING LAND INTERESTS	29
SCH	EDULE I	30
SCH	EDULE II	37
APP	PENDIX A - TRAINING AND EMPLOYMENT	38
	PENDIX B - BUSINESS CONTRACTING	
APP	PENDIX C - TOURISM OPERATOR LICENCING	43
	PENDIX D - PROCEDURE FOR RIGHT OF FIRST REFUSAL	
APP	PENDIX E - EXISTING LAND INTERESTS	45
APP	ENDIX F - NOTICE	47

PREAMBLE

WHEREAS

- A. Ts'udé Niliné Tuyeta is an important cultural and spiritual gathering place for the K'asho Got'ine. The diverse landscape, extensive wetlands, and plentiful wildlife have supported hunting, fishing, trapping, and other traditional activities for generations;
- B. The K'asho Got'ine are stewards of Ts'udé Niliné Tuyeta, and have used the land to pass down knowledge of many sacred places, cultural sites, harvesting areas and traditional trails that are integral to the K'asho Got'ine way of life;
- C. Long before the arrival of Europeans and continuing to this day, K'asho Got'ine have relied on the rich furs and other resources of Ts'udé Nilįné Tuyeta to meet their needs;
- D. The Parties share the vision of the Ts'udé Niliné Tuyeta 2012 working group report that:

Ts'udé Niliné Tuyeta is a beautiful and spiritual place where wildlife is abundant. It is a place where younger generations learn about their culture and history. It has provided for the people and supported the traditions and way of life of the K'asho Got'ine. Ts'udé Niliné Tuyeta is a place protected from the negative impacts and long term effects of industrial development; where wildlife and their habitats are healthy; where Sahtu Dene and Métis can hunt, fish and trap and live on the land as they have for generations; where sacred places and burial sites are preserved.

- E. Maintaining Ts'udé Niliné Tuyeta as an intact ecological and cultural landscape will contribute to a better understanding of the climate change impacts occurring in the Northwest Territories and through research and monitoring, build the knowledge necessary for resilience and adaption to those changes;
- F. The Sahtu Dene and Métis Comprehensive Land Claim Agreement applies to Ts'udé Niljné Tuyeta, as it is within the Sahtu Settlement area;
- G. The Parties will continue to work with the relevant boards and councils established in the Sahtu Dene and Métis Comprehensive Land Claim Agreement for the continued protection of Ts'udé Niliné Tuyeta.
- H. Ts'udé Niliné Tuyeta should be regarded with the highest degree of respect and be protected and managed for present and future generations of K'asho Got'ine, residents of the Northwest Territories, and all Canadians;

I. The Parties recognize that sharing responsibility for the management and operation of Ts'udé Niliné Tuyeta is mutually beneficial and provides an opportunity to protect and share Ts'udé Niliné Tuyeta, while ensuring the ecological integrity and K'asho Got'ine way of life are respected;

AND THEREFORE; in recognition of their shared vision and evolving relationship with respect to the care, protection, and enjoyment of Ts'udé Niliné Tuyeta, the Parties agree to cooperate in the planning operation and management of Ts'udé Niliné Tuyeta as further described below:

1. **DEFINITIONS**

1.1 In this Agreement:

"Access Corridor" means any transportation, power transmission or other infrastructure corridor through Ts'udé Nilįné Tuyeta, except as may be required for the operation and management of Ts'udé Nilįné Tuyeta;

"Agreement" means this establishment Agreement, including the Schedules and Appendices;

"Authorization" means any permit, license or other authorization that a person requires to carry out an activity in Ts'udé Niliné Tuyeta, including a business license or Tourism Operator License, and for greater certainty, does not include any authorization issued under federal legislation;

"Commercial Activity" means

- (a) outfitting, guiding, and naturalist commercial activities, including tourist establishments related to such activities and facilities for the manufacture or sale of handicrafts permitted in Ts'ude Niline Tuyeta, or
- (b) commercial wildlife activities, including commercial harvesting carried out in Ts'ude Niline Tuyeta.

For greater certainty, any Commercial Activity that includes an Extractive Use requires approval under Part 16.

"Effective Date" means the later of the dates that the Agreement is signed by both Parties:

"Establishment Date" means the date on which Ts'udé Niliné Tuyeta becomes a Territorial Protected Area under the *Protected Areas Act*, S.N.W.T. 2019 c.11;

"Extractive Use" means any process that involves the extraction or use of surface or subsurface resources occurring within or flowing through Ts'udé Nilįné Tuyeta, including timber and non-timber forest resources, minerals, energy and water, but does not include the extraction or use of surface or subsurface resources required for the operation and management of Ts'udé Niljné Tuyeta;

"Fiscal Year" means the year beginning on April 1 of the calendar year and ending on March 31 of the following calendar year;

"Heritage Resource" means an object, artifact, record, or site of archaeological, historical, religious, or cultural significance, including burial sites;

"Issue Assessment" means a written assessment of an Issue submitted by one Party to the other in accordance with section 19.7;

"K'asho Got'ine" means, for the purpose of this Agreement, the Fort Good Hope Dene Band, the Yamoga Lands Corporation, the Fort Good Hope Métis Nation Local #54 Land Corporation, the Ayoni Keh Land Corporation and the Behdzi Ahda" First Nation;

"K'asho Got'ine District" means the K'asho Got'ine district as described in the Sahtu Master Land Agreement, dated the 6^{th} day of May 1994, and as amended from time to time:

"K'asho Got'ine Knowledge" means the values, practices and knowledge of the K'asho Got'ine as passed down through generations, and for greater certainty is scientific and technical information;

"K'asho Got'ine Way of Life" means the evolving linkage and ongoing relationship between K'asho Got'ine and Ts'udé Nilįné Tuyeta;

"K'asho Got'ıne Xedı́" means the indigenous language spoken in the K'asho Got'ine District;

"Management Plan" means the management plan approved under section 8;

"Minister" means the person holding the office of Minister responsible for the administration of the Territorial Legislation;

"Parties" means K'asho Got'ine and the Government of the Northwest Territories, and a "Party" refers to either of the Parties;

"Participant" means an individual enrolled as a participant in accordance with the SDMCLCA;

"Renewable Resources Board" means the Renewable Resources Board as established pursuant to the SDMCLCA;

"Renewable Resources Councils" means the Fort ood Hope ?ehdzo ot'ine and the Behdzi Ahda" Renewable Resources Council, as established pursuant to the SDMCLCA;

"Sacred Object" means a Heritage Resource object that is identified by the K'asho Got'ine as having spiritual significance;

"Sacred Place" means a Heritage Resource site that is identified by the K'asho Got'ine as a place of spiritual significance;

"SDMCLCA" means the Sahtu Dene and Métis Comprehensive Land Claim Agreement, entered into between Her Majesty the Queen in right of Canada and the Dene of Colville Lake, Délîne, Fort Good Hope and Fort Norman, and the Métis of Fort Good Hope, Fort Norman and Norman Wells, as represented by the Sahtu Tribal Council, on September 6, 1993, as amended;

"Territorial Legislation" means an enactment of the legislature of the Northwest Territories; and

"Visitor" means a person who does not reside within the K'asho Got'ine District, but does not include a person exercising an Aboriginal or treaty right within Ts'udé Nilįné Tuyeta.

2. GENERAL PROVISIONS

- 2.1 This Agreement comes into effect on the Effective Date.
- 2.2 The final boundary for Ts'udé Niliné Tuyeta is set out in Schedule I, and all lands and waters within the boundary are part of Ts'udé Niliné Tuyeta, including all lands and waters listed in Appendix E.
- 2.3 Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party, except as expressly set out herein. All reasonable efforts must be made to reach consensus, including through the process in section 19.
- 2.4 This Agreement is a legally binding contract and is not intended to be a treaty, or land claim agreement within the meaning of section 35 of the *Constitution Act,* 1982 or a self-government agreement within the meaning of the SDMCLCA.

- 2.5 Nothing in this Agreement shall be construed so as to abrogate or diminish any rights or benefits accorded under section 35 of the *Constitution Act*, 1982 including any rights or benefits accorded to Participants under the SDMCLCA.
- 2.6 Nothing in this Agreement shall be construed to abrogate or diminish any roles or responsibilities granted to boards and councils under the SDMCLCA.
- 2.7 The Parties may agree to vary a procedural requirement, including timelines, set out in this Agreement.
- 2.8 Nothing in this Agreement prevents the Parties from having full and free access to all parts of Ts'udé Nilįné Tuyeta to carry out their duties.
- 2.9 This Agreement is governed by and is to be construed in accordance with the laws of the Northwest Territories and the laws of Canada as applicable.
- 2.10 The Parties shall take all steps that are necessary to give full effect to the provisions of this Agreement.
- 2.11 Time is of the essence in this Agreement.
- 2.12 All meetings of the Parties or the Management Board can occur in person, by teleconference or by video conference, when appropriate and where technically feasible.

3. INTERPRETATION

- 3.1 This Agreement shall be interpreted and applied in a manner consistent with the SDMCLCA and section 35 of the *Constitution Act*, 1982.
- 3.2 In the event of a conflict between this Agreement and the SDMCLCA, the SDMCLCA shall prevail.
- 3.3 Financial commitments made by the Government of the Northwest Territories in this Agreement are subject to the appropriation of funds by the Legislative Assembly.
- 3.4 Nothing in this Agreement creates any obligation or imposes any liability on the K'asho Got'ine to provide funding or to expend funds. Any financial contribution by the K'asho Got'ine toward the establishment, management or operation of Ts'udé Nilįné Tuyeta shall be at the sole discretion of the K'asho Got'ine.

- 3.5 If any provision of this Agreement is declared invalid or unenforceable, under any applicable law, by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect.
- 3.6 If a provision of this Agreement is severed from the remainder of this Agreement pursuant to section 3.5, the Parties shall make best efforts to negotiate a replacement for that provision that is consistent with the spirit and intent of this Agreement.
- 3.7 This Agreement enures to the benefit of and binds each Party, and its successors and assigns.
- 3.8 The several parts of this Agreement, including the Appendices and Schedules, shall be read together and interpreted as one Agreement.
- 3.9 All references to days are to be interpreted in accordance with the *Interpretation Act* S.N.W.T. 2017, c.19, and are not to include Saturday or Sunday.
- 3.10 In this Agreement, words importing the singular include the plural, and words importing the plural include the singular, and all references to gender include the female and male, as the context requires.
- 3.11 Terms not defined in this Agreement that are defined in the *Protected Areas Act*, S.N.W.T. 2019 c.11 , shall be interpreted as they are defined in the *Protected Areas Act*, S.N.W.T. 2019 c.11.
- 3.12 There will be K'asho ot'ıne Xedı́, English, and French versions of this Agreement. The English version is the authoritative version.
- 3.13 In the event that either Party is delayed or hindered in, or prevented from the performance of its obligations under this Agreement by reason of an event that is beyond its reasonable control, including strikes, inability to procure materials or services, civil commotion, sabotage, or an act of God, the obligations that are not fulfilled as a direct result of such delay or hindrance do not constitute a default under this Agreement during the period of such delay or hindrance.
- 3.14 All notices and other communications required or permitted to be given in this Agreement shall, unless otherwise provided for in this Agreement or by the mutual consent of the Parties, be given in writing and delivered by mail, fax, courier, or electronic mail to the individuals and addresses listed in Appendix F.

3.15 Such individuals and addresses for notice may be revised by either Party from time to time by notice delivered to the other Party, as provided above.

4. **DESIGNATION**

- 4.1 K'asho Got'ine shall be considered to have ratified this Agreement if they:
 - a) pass resolutions declaring Ts'udé Nilįné Tuyeta to be an indigenous protected area; and
 - b) approve the establishment of Ts'udé Niliné Tuyeta as a protected area under the *Protected Areas Act*, S.N.W.T. 2019 c.11 in accordance with the terms of this Agreement.
- 4.2 Once ratified by the K'asho Got'ine under 4.1, and on the recommendation of Executive Council, the Minister and K'asho Got'ine shall sign this Agreement.
- 4.3 Following the signing of this Agreement, the Minister shall take such legislative steps as are necessary to designate Ts'udé Nilįné Tuyeta as a protected area under the *Protected Areas Act,* S.N.W.T. 2019 c.11, and to give full effect to this Agreement.
- 4.4 As of the Establishment Date, Ts'udé Niliné Tuyeta shall be protected by the Government of the Northwest Territories as a territorial protected area, and by the K'asho Got'ine as an indigenous protected area.
- 4.5 Following the signing of this Agreement and prior to the Establishment Date, the Parties shall:
 - (a) make all reasonable efforts to maintain the designation of Ts'udé Nilįné Tuyeta as a Proposed Conservation Initiative under the Sahtu Land Use Plan; and
 - (b) not grant or issue any surface or subsurface rights or interests within Ts'udé Nilįné Tuyeta to any person, unless the Parties otherwise agree.

5. PURPOSE

- All decisions and management actions by the Parties in respect of Ts'udé Niljné Tuyeta shall be consistent with the following purposes:
 - (a) respecting and protecting the land and waters;
 - (b) sustaining the K'asho Got'ine Way of Life; and
 - (c) contributing to reconciliation between the Parties.

- 5.2 The Parties acknowledge the importance of the K'asho Got'ine Way of Life and are committed to incorporating these concepts and practices into the planning, management, operation, monitoring, and evaluation of Ts'udé Niliné Tuyeta.
- 5.3 A person who has an Aboriginal or treaty right within Ts'udé Niliné Tuyeta does not require a permit to exercise that right in Ts'udé Niliné Tuyeta, and is not required to pay a fee to exercise that right.
- 5.4 The Parties shall make decisions and take management actions that are adaptive, ecosystem-based, respectful of natural processes, informed by the best available scientific and K'asho Got'ine Knowledge, and with input from such other persons and bodies as may be required or appropriate in the circumstance.
- 5.5 Activities within Ts'udé Nilįné Tuyeta that are likely to have a significant adverse effect on the ecological integrity, Heritage Resources, or the K'asho Got'ine Way of Life shall be avoided.
- 5.6 Subject to Parts 15 and 16 of this Agreement, Extractive Uses and Access Corridors that are likely to have a significant adverse effect on the ecological integrity, Heritage Resources, or the K'asho Got'ine Way of Life in Ts'udé Niljné Tuyeta shall be prohibited.
- 5.7 It is the objective of the Parties that Participants shall be employed in all occupational levels in Ts'udé Nilįné Tuyeta, and that the Parties shall provide appropriate training for Participants. This objective will be realized in accordance with the procedures set out in Appendix A.
- 5.8 Research, monitoring and educational activities will be encouraged within Ts'udé Nilįné Tuyeta in accordance with the Management Plan and any terms and conditions established by the Parties.
- 5.9 Activities and infrastructure, including Commercial Activities and Extractive Uses, that the Parties agree are necessary for the management and operation of Ts'udé Niliné Tuyeta or that are consistent with the objectives of this Agreement, may be permitted in accordance with the Agreement and the Management Plan, and may be subject to terms and conditions established by the Parties.

6. RELATIONSHIP OF THE PARTIES

- 6.1 The Parties intend to cooperate in the planning, management, operation, monitoring, and evaluation of Ts'udé Niliné Tuyeta and to share resources to ensure that the objectives of Ts'udé Niliné Tuyeta are carried out for the use, benefit, education, and enjoyment of future generations.
- 6.2 The Parties shall exercise any jurisdiction and authority pertaining to Ts'udé Niliné Tuyeta, and carry out their respective obligations under this Agreement in the best interests of Ts'udé Niliné Tuyeta.
- 6.3 The Parties shall work together to share responsibilities and mutual objectives by ensuring that all engagement is cooperative, participatory, respectful, proactive, accountable and transparent.
- 6.4 K'asho Got'ine shall maintain a Guardians program that will be used to carry out K'asho Got'ine responsibilities in Ts'udé Niliné Tuyeta, including but not limited to ecological monitoring, cultural protection, mentorship, training, and educational activities, directly or in collaboration with the Management Board and the Parties.
- 6.5 The Government of the Northwest Territories shall recruit, hire and maintain staff to carry out Government of the Northwest Territories' responsibilities in Ts'udé Niliné Tuyeta. The Government of the Northwest Territories shall identify employment opportunities in respect of the management and administration of Ts'udé Niliné Tuyeta, and shall provide appropriate training opportunities for Participants in accordance with 17.2.7 of the SDMCLCA as outlined in Appendix A.
- 6.6 Each Party shall designate an individual who shall be responsible for ensuring that the management and operational activities of the K'asho Got'ine Guardian Program and the Government of the Northwest Territories staff are integrated and coordinated to the extent reasonably possible.
- 6.7 The Parties shall establish a Ts'udé Niliné Tuyeta Management Board to assist them in the planning, operation and management of Ts'udé Niliné Tuyeta.
- 6.8 The Parties shall refer the following initiatives and undertakings within Ts'udé Niliné Tuyeta to the Ts'udé Niliné Tuyeta Management Board for consideration and to make recommendations on matters regarding:
 - (a) guidelines, protocols, and measures for the care, protection and enjoyment of Ts'udé Niliné Tuyeta;

- (b) guidelines, protocols, and proposals for research and monitoring of Ts'udé Niljné Tuyeta;
- (c) materials and initiatives intended to promote Ts'udé Niliné Tuyeta or inform Ts'udé Niliné Tuyeta users;
- (d) Visitor use of Ts'udé Niliné Tuyeta and Visitor registration;
- (e) plans and conditions for the protection of Heritage Resources, including Sacred Objects and Sacred Places in accordance with chapter 26 of the SDMCLCA and Part 13 of this Agreement;
- (f) policies related to the issuance of Authorizations, including Authorizations for Commercial Activities made in accordance with Appendix D;
- (g) proposals to use or occupy land, for any Authorization issued pursuant to Territorial Legislation by the Government of the Northwest Territories;
- (h) the construction, use, or maintenance of any Access Corridor;
- (i) the purpose, design, location, and other requirements for infrastructure; and
- (j) priorities for expenditures.
- 6.9 The Parties may agree that additional proposals, activities or developments will be referred to the Ts'udé Niliné Tuyeta Management Board for consideration.
- 6.10 The Parties shall meet, as required, to make decisions on matters where the Ts'udé Niliné Tuyeta Management Board has referred a recommendation to the Parties.
- 6.11 Operational responsibilities for firefighting within Ts'udé Niliné Tuyeta are the sole responsibility of the Government of the Northwest Territories, and shall be carried out in accordance with the Management Plan.
- 6.12 Nothing in this Agreement prevents either Party, acting reasonably, from taking appropriate action in the event of an emergency. Any Party taking an emergency action that may impact Ts'udé Niliné Tuyeta shall inform the

Ts'udé Niliné Tuyeta Management Board and the other Party of the action taken, and the rationale as soon as practicable.

7. COMPOSITION AND PROCESS OF THE MANAGEMENT BOARD

- 7.1 The Parties shall appoint six (6) members, two (2) alternates and one (1) impartial chair to the Ts'udé Nilįné Tuyeta Management Board in accordance with the following:
 - (a) four (4) members appointed by K'asho Got'ine and one (1) alternate;
 - (b) two (2) members appointed by the Government of the Northwest Territories, and one (1) alternate; and
 - (c) one (1) impartial chair, jointly selected and appointed by the Parties.
- 7.2 A quorum of the Ts'udé Niliné Tuyeta Management Board shall be a majority of the members, and must include at least one (1) member appointed by each Party.
- 7.3 All appointments to the Ts'udé Nilįné Tuyeta Management Board shall be for four (4) years.
- 7.4 If a member, alternate or chair of the Ts'udé Niliné Tuyeta Management Board leaves, or is removed before his or her term expires, a replacement shall be appointed for the remainder of that individual's term by the Party or Parties that made the original appointment.
- 7.5 If a member is unable to attend a meeting of the Ts'udé Niliné Tuyeta Management Board, the alternate appointed by that Party shall be invited to attend and the alternate shall be considered a member for that meeting.
- 7.6 Except in the circumstances set out in section 7.4, no replacement or alternate members may be appointed to the Ts'udé Nilįné Tuyeta Management Board.
- 7.7 A member, alternate or chair whose term has expired may be reappointed in accordance with this Part 7.
- 7.8 Either Party may remove any of their appointed or alternate members at any time. The impartial chair may be removed on the agreement of the Parties.
- 7.9 A member of the Ts'udé Nilįné Tuyeta Management Board is not a representative of the Party appointing the member. The Ts'udé Nilįné

- Tuyeta Management Board is to maintain an independent and objective perspective on all matters within its mandate.
- 7.10 Each Party shall designate a senior representative responsible for the day-to-day operations of Ts'udé Niliné Tuyeta and to attend meetings of the Ts'udé Niliné Tuyeta Management Board. These senior representatives shall have the right to express views on all Ts'udé Niliné Tuyeta Management Board decisions, but are not members of the Ts'udé Niliné Tuyeta Management Board and are not required to achieve a consensus decision of the Ts'udé Niliné Tuyeta Management Board.
- 7.11 The Ts'udé Niliné Tuyeta Management Board may, at the discretion of the members, decide to exclude the senior representatives from *in camera* meetings.
- 7.12 The Parties shall emphasize in all information made available to applicants for Authorizations related to Ts'udé Niliné Tuyeta, that in the case of any proposed development within Ts'udé Niliné Tuyeta that requires a right to occupy and one or more other Authorizations, the applicant should first apply for the right to occupy.
- 7.13 The chair shall oversee, facilitate, mediate as required, and shall record the consensus minutes of the Ts'udé Nilįné Tuyeta Management Board.

Ts'udé Niliné Tuyeta Management Board Process

- 7.14 The Ts'udé Niliné Tuyeta Management Board shall make all recommendations by consensus.
- 7.15 The Ts'udé Nilįné Tuyeta Management Board shall determine its own operating procedures and rules for the performance of its functions, including reaching consensus and how to resolve any impasse.
- 7.16 The Ts'udé Niliné Tuyeta Management Board may seek applicable expertise and advice from scientific and traditional sources, including Indigenous Elders, as well as the expertise and advice of the Renewable Resources Board, the Sahtu Secretariat Incorporated, the Sahtu Land Use Planning Board, and the Government of Canada, in order to advance the purposes set out in this Agreement and to carry out its roles and responsibilities.
- 7.17 The Ts'udé Niliné Tuyeta Management Board shall invite the Sahtu Secretariat Incorporated to provide applicable advice and expertise on all matters regarding Heritage Resources.

- 7.18 The Ts'udé Niliné Tuyeta Management Board shall invite the Renewable Resources Board to provide applicable advice and expertise on any matters that may have a significant impact on wildlife and wildlife habitat.
- 7.19 The Ts'udé Niliné Tuyeta Management Board shall invite appropriate Indigenous governments and organizations to provide applicable advice and expertise on any matters that may have a significant impact on lands or resources adjacent to Ts'udé Niliné Tuyeta.

8. DEVELOPMENT AND APPROVAL OF THE MANAGEMENT PLAN

- 8.1 The Ts'udé Nilįné Tuyeta Management Board shall be responsible for creating an initial Management Plan within five (5) years of the Effective Date.
- 8.2 The Ts'udé Niliné Tuyeta Management Board shall seek the assistance of the Parties and expertise and advice from scientific and traditional sources, including Indigenous Elders, as well as the expertise and advice of the Renewable Resources Board and the Renewable Resources Council in the creation of the Management Plan.
- 8.3 The Ts'udé Niliné Tuyeta Management Board shall invite the Sahtu Secretariat Incorporated to provide applicable advice and expertise on the conservation and management of Heritage Resources within the Management Plan.
- Public engagement shall form a part of the Management Plan process and will be carried out by the Ts'udé Niljné Tuyeta Management Board.
- 8.5 The draft Management Plan shall be submitted to the Parties for consideration. Any comments on the draft Management Plan shall be submitted to the Parties within ninety (90) days of receipt of the Management Plan.
- 8.6 The Government of the Northwest Territories shall provide a copy of the draft Management Plan to the Renewable Resources Board for its consideration under section 13.8.23(c) of the SDMCLCA.
- 8.7 The Ts'udé Niliné Tuyeta Management Board shall respond within ninety (90) days of receipt of comments made by the Parties, and prepare a final draft Management Plan which shall be submitted to the Parties for approval.

- 8.8 Once a final draft Management Plan has been submitted under 8.7, the Parties shall meet to determine if the Management Plan is ready for approval.
- 8.9 The Management Plan must first be approved by K'asho Got'ine, following which the Minister shall approve the Management Plan.
- 8.10 If the Management Plan is not ready for approval under 8.8, the process outlined in 8.5 8.7 shall be repeated until the approval of both Parties is achieved. Either Party may refer an outstanding matter relating to the approval of the Management Plan to the Issue Assessment process under section 19.7. Once the Issue is resolved, the Management Plan shall be approved pursuant to sections 8.8 and 8.9.
- 8.11 Following the approval of the Management Plan, the Ts'udé Niliné Tuyeta Management Board shall carry out reviews every five (5) years. Any changes to the Management Plan shall be reviewed and approved by the Parties using the process set out in sections 8.5 to 8.10.
- 8.12 The Management Plan for Ts'udé Niliné Tuyeta shall include a long-term vision, goals and objectives for sustaining the ecological integrity, K'asho Got'ine Way of Life and Heritage Resources of Ts'udé Niliné Tuyeta, together with provisions for:
 - (a) use of K'asho Got'ine Knowledge and promotion of K'asho Got'ine Xedí;
 - (b) the continued use of camps and traditional travel routes by Participants for harvesting and other traditional uses;
 - (c) management actions which are required to meet the objectives of Ts'udé Niljné Tuyeta;
 - (d) roles and responsibilities of K'asho Got'ine Guardians;
 - (e) adaptation and mitigation to climate change impacts;
 - (f) research and monitoring, including defining indicators and identifying programs for baseline data collection to measure progress towards meeting the objectives of Ts'udé Niljné Tuyeta;
 - (g) infrastructure to support the management and operation of Ts'udé Niliné Tuyeta;
 - (h) identification of key areas and values at risk that could be impacted by fire, and how these key areas and values at risk will be included in the decision making process when applying the forest fire management policy;
 - (i) where allowable activities can occur within Ts'udé Nilįné Tuyeta, including Commercial Activities;
 - (j) Visitor use of Ts'udé Niliné Tuyeta and Visitor registration;
 - (k) a review process in accordance with Part 20 of this Agreement; and

(l) other matters as agreed to by the Parties.

9. CONSENSUS BUILDING

- 9.1 The Ts'udé Niliné Tuyeta Management Board shall meet at least three (3) times per year to review and consider all referrals made to it by the Parties.
- 9.2 The Ts'udé Niliné Tuyeta Management Board shall provide its recommendation within thirty (30) days upon receipt of any referral dealing with an application for an Authorization.
- 9.3 The Ts'udé Niliné Tuyeta Management Board shall provide the Parties with written reasons for a recommendation under 6.8 or 6.9:
 - (a) where the Ts'udé Niliné Tuyeta Management Board has made a recommendation an Authorization should not be issued; or
 - (b) in any other instance, within thirty (30) days of a request for written reasons by either Party.
- 9.4 Recommendations of the Ts'udé Niliné Tuyeta Management Board are referrals to the Parties for their consideration.
- 9.5 Any recommendations of the Ts'udé Niliné Tuyeta Management Board that deal with a new Authorization for a Commercial Activity being issued, or the sale or transfer of a commercial enterprise holding an Authorization, shall be referred to the Parties for a decision in accordance with Appendix D.
- 9.6 The Parties shall implement a recommendation of the Ts'udé Niliné Tuyeta Management Board if there are no objections by either Party.
- 9.7 If an Authorization is not approved, the Government of the Northwest Territories may provide reasons to the applicant, which may include the recommendation of the Management Board under section 9.3 in respect of the application.
- 9.8 The Parties shall collaborate to the greatest extent reasonably possible in carrying out the recommendations of the Ts'udé Nilįné Tuyeta Management Board and in implementing elements of the Management Plan by discussing operational matters, assigning responsibilities for actions, and coordinating activities and initiatives.
- 9.9 The Parties shall share with each other and the Ts'udé Niliné Tuyeta Management Board on an ongoing basis all information, studies and other

- documents that pertain to the planning, management, operation, monitoring and evaluation of Ts'udé Nilįné Tuyeta.
- 9.10 The Parties may seek advice from the Ts'udé Niliné Tuyeta Management Board concerning the carrying out of a decision referred to in this Part or the implementation of the Management Plan.
- 9.11 If a Party objects to a recommendation of the Ts'udé Niliné Tuyeta Management Board regarding an Authorization, it shall, within sixty (60) days of receipt of the Ts'udé Niliné Tuyeta Management Board's written recommendation, provide a written response to the Ts'udé Niliné Tuyeta Management Board outlining the reasons for the objection.
- 9.12 If a Party objects to a recommendation of the Ts'udé Niliné Tuyeta Management Board and that objection does not relate to an Authorization, the Party shall, within thirty (30) days of receipt of the Ts'udé Niliné Tuyeta Management Board's written recommendation, provide a written response to the Ts'udé Niliné Tuyeta Management Board outlining the reasons for the objection.
- 9.13 Once a written response under section 9.11 has been received, the Ts'udé Nilįné Tuyeta Management Board may reconsider its recommendation, and provide a final recommendation to the Parties in writing within thirty (30) days.
- 9.14 If the Parties disagree on how to proceed with a recommendation of the Ts'udé Nilįné Tuyeta Management Board, either Party may engage the provisions of the dispute resolution process in Part 19 to resolve the matter.
- 9.15 The Ts'udé Nilįné Tuyeta Management Board may participate to the same extent as any other person in any regulatory process that affects Ts'udé Nilįné Tuyeta.

10. INFRASTRUCTURE

- 10.1 Infrastructure within the community of Fort Good Hope and Ts'udé Niliné Tuyeta necessary to support the operation of Ts'udé Niliné Tuyeta shall be determined by the Parties with the advice of the Ts'udé Niliné Tuyeta Management Board, including:
 - (a) traditional trails;
 - (b) patrol, research and monitoring cabins;
 - (c) administration offices;

- (d) operational storage and staging facilities;
- (e) equipment necessary to support management and operations; and
- (f) a visitor and educational facility.
- 10.2 Infrastructure necessary to support the operation of Ts'udé Niliné Tuyeta will be aesthetically-pleasing, environmentally-friendly, culturally-relevant, and multi-functional.

11. K'ASHO GOT'INE GUARDIANS

- 11.1 The K'asho Got'ine Guardians for Ts'udé Niliné Tuyeta will be staffed and operated by the K'asho Got'ine to advance the purposes of this Agreement in partnership with the Government of the Northwest Territories.
- 11.2 The responsibilities of the K'asho Got'ine Guardians in Ts'udé Niliné Tuyeta will include ecological monitoring, cultural protection, mentorship, training and educational activities.
- 11.3 Funding provided by the Government of the Northwest Territories to the K'asho Got'ine for the K'asho Got'ine Guardians under this Agreement may be used for management, capital, and administrative expenditures.

12. FINANCIAL PROVISIONS

Operational and Capital Expenditures

- 12.1 Commencing on the Establishment Date, the Government of the Northwest Territories shall contribute funding for the management and operation of Ts'udé Nilįné Tuyeta, in accordance with Schedule II and as approved in this Part.
- 12.2 The Government of the Northwest Territories shall contribute funding and in kind support for the Ts'udé Nilįné Tuyeta Management Board and infrastructure, in accordance with an annual work plan and budget proposed by the Management Board and approved by the Parties in accordance with 12.6 or 12.7.
- 12.3 The Government of the Northwest Territories shall contribute funding and in kind support to the K'asho Got'ine for the K'asho Got'ine Guardians to carry out K'asho Got'ine Guardians responsibilities in Ts'udé Niliné Tuyeta, in accordance with an annual work plan and budget proposed by K'asho Got'ine and approved by the Parties in accordance with 12.6 or 12.7.

12.4 In kind support provided by the Government of the Northwest Territories shall be in addition to funding provided in this Agreement.

Work Plans and Budgets

- 12.5 The K'asho Got'ine and the Ts'udé Niliné Tuyeta Management Board shall prepare the proposed annual work plans and budgets identified in section 12.2 and 12.3 for review by the Parties no later than December 15 of each calendar year, or on such other periodic basis as the Parties may agree.
- 12.6 Within forty-five (45) days of receipt of a draft work plan and budget from the K'asho Got'ine under section 12.3 or the Ts'udé Niliné Tuyeta Management Board under section 12.2, the Parties shall review and may approve the budget in accordance with their respective responsibilities under this Agreement, or request that revisions be made to the work plan and budget.
- 12.7 On receipt of a request for revisions to a work plan and budget under section 12.6, the K'asho Got'ine or the Ts'udé Niliné Tuyeta Management Board, as applicable, shall prepare and submit a revised work plan and budget within thirty (30) days to the Parties. The Parties shall discuss the revised work plan and budget, and may approve the revised work plan and budget.
- 12.8 In the event that an annual work plan and budget reviewed in accordance with 12.6 is not approved by the Parties prior to April 1 of that Fiscal Year, the Government of the Northwest Territories shall provide the baseline funding in the applicable amount set out in Schedule II. The K'asho Got'ine Guardians or the Ts'udé Nilįné Tuyeta Management Board, as applicable, shall allocate the baseline funding to address priorities as outlined in the Management Plan until the annual work plan and budget is approved by the Parties.
- 12.9 The K'asho Got'ine and the Government of the Northwest Territories acknowledge that the funding identified in Schedule II constitutes a baseline level of expenditures for the management and operation of Ts'udé Nilįné Tuyeta.
- 12.10 The funding outlined in Schedule II shall be reviewed by the Parties in accordance with Part 20 and as necessary to support the management and administration of Ts'udé Niliné Tuyeta.

Other Potential Funding Sources

12.11 To more fully achieve the purposes of this Agreement, the Parties shall work together to seek sources of funding and additional in kind support for Ts'udé Nilįné Tuyeta including for management, infrastructure, and K'asho Got'ine Guardians.

13. HERITAGE RESOURCES

- 13.1 The Parties shall develop and maintain an inventory of Heritage Resources found within Ts'udé Niliné Tuyeta. The inventory will include all Heritage Resources associated with Ts'udé Niliné Tuyeta that are currently known, and will be updated with any new Heritage Resources as they are discovered.
- 13.2 Any information regarding the location of Heritage Resources shall be kept confidential unless otherwise agreed to by the Parties.
- 13.3 The Ts'udé Niliné Tuyeta Management Board shall make recommendations on plans for the conservation and management of Heritage Resources in the inventory, and incorporate such plans within the Management Plan. Any conservation or management of Heritage Resources shall respect the preservation of the Heritage Resource.
- 13.4 The Parties shall establish conditions for research, documentation, use, maintenance, and storage of Heritage Resources within Ts'udé Niliné Tuyeta.
- 13.5 All applications for Authorizations in respect of Heritage Resources within Ts'udé Niliné Tuyeta shall be referred to the Management Board for recommendation.
- 13.6 No Heritage Resource may be removed from Ts'udé Niliné Tuyeta, except for the purpos of conservation, study, maintenance, or exhibition, and any removal must be in compliance with any applicable Authorization.
- 13.7 The Parties and the Ts'udé Niliné Tuyeta Management Board shall invite the active involvement and assistance of the Sahtu Secretariat Incorporated in the conservation and management of Heritage Resources.

Sacred Places and Sacred Objects

13.8 K'asho Got'ine shall have responsibility for the management of Heritage Resources identified as Sacred Places and Sacred Objects within Ts'udé Niliné Tuyeta. All Sacred Places and Sacred Objects shall be managed in accordance with the Management Plan.

- 13.9 The K'asho Got'ine may disclose confidential information to the Ts'udé Niliné Tuyeta Management Board and to the Government of the Northwest Territories about the nature and location of Sacred Places and Sacred Objects as it deems appropriate for management planning. The Ts'udé Niliné Tuyeta Management Board and the Government of the Northwest Territories may use such information in accordance with a limited license granted under section 14.3 by the K'asho Got'ine, and may otherwise only disseminate such information with the written consent of the K'asho Got'ine.
- 13.10 Sacred Places disclosed by the K'asho Got'ine shall be zoned in the Management Plan in a manner that is respectful of ongoing K'asho Got'ine use and K'asho Got'ine Knowledge, and for greater certainty, may prohibit access by Visitors or for Commercial Activities.

14. K'ASHO GOT'INE KNOWLEDGE

- 14.1 The K'asho Got'ine shall establish conditions for the documentation, use, maintenance, protection, storage, duplication, dissemination and transfer of K'asho Got'ine Knowledge that is relevant to Ts'udé Niljné Tuyeta, including:
 - (a) traditional beliefs and values;
 - (b) oral histories, including family histories as well as legends and myths;
 - (c) Sacred Places;
 - (d) Sacred Objects;
 - (e) place names; and
 - (f) ethno-biology.
- 14.2 All K'asho Got'ine Knowledge shared with the Government of the Northwest Territories, in whatever form, shall remain the sole property of the K'asho Got'ine. No storage of, dissemination of, or other use of the K'asho Got'ine Knowledge is permitted except as provided under this part.
- 14.3 The Government of the Northwest Territories is given a limited licence to use, maintain, store, duplicate, and utilize K'asho Got'ine Knowledge shared with it by K'asho Got'ine for the exclusive purpose of maintaining the continuity of Ts'udé Nilįné Tuyeta management and operational activities. Should the Government of the Northwest Territories wish to use K'asho Got'ine Knowledge for projects beyond the scope of Ts'udé Nilįné Tuyeta management and operations, prior written permission shall be obtained from the K'asho Got'ine.
- 14.4 The Government of the Northwest Territories acknowledges that K'asho Got'ine Knowledge supplied to the Government of the Northwest Territories

by K'asho Got'ine is provided in confidence and under the terms of the limited licence. The Government of the Northwest Territories agrees to treat K'asho Got'ine Knowledge in a confidential manner and in accordance with the terms of the limited licence, and may otherwise only disseminate K'asho Got'ine Knowledge with the written consent of the K'asho Got'ine.

- 14.5 The Parties may specify resources necessary for the gathering, documentation and presentation of K'asho Got'ine Knowledge relevant to Ts'udé Niliné Tuyeta, as well as the contribution of each Party. K'asho Got'ine contributions may include documented K'asho Got'ine Knowledge.
- 14.6 K'asho Got'ine Knowledge shall inform the decisions of the Parties and recommendations of the Ts'udé Niliné Tuyeta Management Board, and shall be incorporated in the development and delivery of interpretive and promotional materials about Ts'udé Niliné Tuyeta.

15. ACCESS CORRIDORS

- 15.1 The Parties shall not approve the construction, use or maintenance of any Access Corridor within Ts'udé Nilįné Tuyeta, except in accordance with this Part.
- 15.2 The Parties shall keep each other informed of any proposals for Access Corridors that may impact Ts'udé Nilįné Tuyeta. On request, each Party shall provide the other Party and the Ts'udé Nilįné Tuyeta Management Board with all of the information it possesses that it is not otherwise prohibited from disclosing, concerning a proposed Access Corridor.
- 15.3 Prior to any proposed construction, use or maintenance of an Access Corridor, the Parties shall meet, and if they determine that there is no alternate route of comparable cost effectiveness and technical feasibility that would avoid Ts'udé Nilįné Tuyeta, the Parties shall refer the matter to the Ts'udé Nilįné Tuyeta Management Board for a recommendation.
- 15.4 For any proposed construction, use, or maintenance of an Access Corridor, the criteria that the Ts'udé Niliné Tuyeta Management Board shall consider in making its recommendation are:
 - (a) consistency with the Management Plan;
 - (b) potential impact on Participant harvesting activities and other traditional uses, if any; and
 - (c) measures that minimize, to the extent reasonably practicable, the impacts on the biodiversity, ecological integrity, Heritage Resources, and the K'asho Got'ine Way of Life, if any.

- 15.5 No Party shall approve an Authorization related to the proposed construction, use, or maintenance of an Access Corridor within Ts'udé Nilįné Tuyeta unless that proposal has been:
 - (a) assessed under any applicable preliminary screening, environmental assessment or environmental impact review and determined to:
 - (i) not be likely to have any significant adverse impact on the environment: or
 - (ii) can be made subject to the imposition of such measures as are necessary to prevent any significant adverse impact to the environment;
 - (b) determined to comply with section 13.4.13 and chapter 21 of the SDMCLCA; and
 - (c) recommended for approval by the Ts'udé Niliné Tuyeta Management Board pursuant to section 15.4 or agreed to by the Parties.
- 15.6 Any Party may refer a Dispute or Issue concerning the approval or disapproval of an Authorization related to the construction, use, or maintenance of an Access Corridor for resolution under Part 19. A Dispute or Issue referred pursuant to this section may not reconsider any determination made by a land or water board, environmental assessment panel, or responsible minister in respect of 15.5(a); or made by an arbitrator or surface rights board in respect to section 15.5(b)

16. EXTRACTIVE USE

- 16.1 The Parties shall not approve an Extractive Use except in accordance with this Part.
- 16.2 Prior to referring a proposed Extractive Use to the Ts'udé Niliné Tuyeta Management Board, each Party shall confer with the other Party.
- 16.3 Participants exercising Aboriginal and treaty rights in accordance with the SDMCLCA in respect of an Extractive Use are not subject to this Part.
- 16.4 Subject to the Management Plan, obtaining any required Authorization and in accordance with laws of general application the following Extractive Uses are approved, and subject to section 16.5 do not require referral to the Ts'udé Niliné Tuyeta Management Board for a recommendation:
 - (a) personal use; and

- (b) cutting of firewood and timber for use by residents of the K'asho Got'ine District, commercial lodges, and tourism operators within Ts'udé Niljné Tuyeta.
- 16.5 The following proposed Extractive Uses shall be referred to the Ts'udé Niliné Tuyeta Management Board for a recommendation:
 - (a) except as provided in section 16.4, an Extractive Use necessary for the purpose of a community within the K'asho Got'ine District;
 - (b) materials required for the building and maintenance of, or incidental use by, commercial lodges and tourism operators within Ts'udé Nilįné Tuveta; and
 - (c) artisanal uses of biotic and abiotic resources by individuals.
- 16.6 For any proposed Extractive Use, the criteria that the Ts'udé Niliné Tuyeta Management Board shall consider in making its recommendation are:
 - (a) consistency with the Management Plan;
 - (b) potential impact on Participant harvesting activities and other traditional uses, if any; and
 - (c) measures that minimize, to the extent reasonably practicable, the impacts on the biodiversity, ecological integrity, Heritage Resources, and the K'asho Got'ine Way of Life, if any.
- 16.7 Except as provided in sections 16.3, 16.4 and 16.5, all other Extractive Uses are prohibited in Ts'udé Niliné Tuyeta, and cannot be referred to the Ts'udé Niliné Tuyeta Management Board for a recommendation.
- 16.8 Any Party may refer a Dispute or Issue concerning a decision of a Party related to a proposed Extractive Use for resolution under Part 19.

17. VISITOR ACTIVITIES

- 17.1 Subject to the Management Plan, Part 16, and any required Authorization in accordance with laws of general application, Visitors will be permitted to engage in activities in Ts'udé Niljné Tuyeta.
- 17.2 Prior to the approval of the initial Management Plan, the Management Board may make recommendations to the Parties on Visitor use of Ts'udé Nilįné Tuyeta and Visitor registration.

18. DEVELOPMENT OF AN ENFORCEMENT RESPONSE PROTOCOL

- 18.1 Within twelve (12) months of the Effective Date, the Parties shall jointly develop an enforcement response protocol with respect to the request and provision of information related to an Aboriginal or treaty right. The protocol will consist of mutually agreed upon procedures and practices.
- 18.2 This protocol shall be followed in any intervention by territorial enforcement personnel relating to any activity carried out in situations where the enforcement personnel has any doubt as to whether the activity is being carried out in accordance with an Aboriginal or treaty right.
- 18.3 The protocol shall be reviewed during the development of the Management Plan and thereafter as part of any review carried out under section 8.111.

19. DISPUTE AND ISSUE RESOLUTION

Application

- 19.1 Any question or disagreement arising between the Parties concerning the interpretation of the Agreement shall be considered a "Dispute" and shall be addressed in accordance with the provisions in section 19.6.
- 19.2 Any disagreement between the Parties on a matter concerning Ts'udé Niliné Tuyeta that is not a Dispute shall be considered an "Issue" and shall be addressed in accordance with the provisions in section 19.7

General

- 19.3 A disagreement about a proposed amendment to this Agreement is not subject to this Part.
- 19.4 The Parties may at any time resolve a Dispute or Issue by mutual agreement. Such agreement shall be recorded in writing and signed by each Party. The signed agreement shall terminate any conflict resolution process that is underway.
- 19.5 For greater certainty, the Parties may, by mutual agreement in writing, amend any of the time frames set out in this Part 19.

Dispute Resolution Process

19.6 In the event that a Dispute arises between the Parties:

- (a) Either Party may, within fifteen (15) days of the Dispute arising, give written notice to the other Party describing the details of the Dispute and any requested or proposed remedy or resolution.
- (b) The Parties shall meet within thirty (30) days, or on such schedule as they mutually agree, to seek an informal resolution of the Dispute. If either Party deems it appropriate, they may seek the views of the Management Board concerning the Dispute.
- (c) If the Dispute has not been resolved within thirty (30) days from the date of the first meeting between the Parties, or from such other time as the Parties may agree to, the Parties may agree to refer the matter to mediation, with the assistance of a mutually-acceptable mediator.
- (d) If the Parties do not agree to refer the matter to mediation, or if they are unsuccessful in resolving the Dispute using mediation, either Party may refer the matter to arbitration.
- (e) If the Dispute is referred to arbitration, the Parties shall seek agreement on the appointment of a single arbitrator.
- (f) If within fifteen (15) days of the referral to arbitration the Parties are unable to agree on a single arbitrator, the arbitrator shall be selected by a superior court of competent jurisdiction from a list comprised of at most two candidates put forward by each Party.
- (g) Unless otherwise agreed by the Parties, the arbitration shall be conducted in accordance with the *Arbitration Act* RSNWT 1988, c.A-5 in the Northwest Territories, and shall be conducted in the K'asho Got'ine District.
- (h) No arbitrator may consider or rule on the validity of the Agreement, or alter, amend, delete, add to or substitute any provision of the Agreement in any manner.
- (i) The arbitrator shall have no authority to make any order which has the effect of limiting the lawful jurisdiction, authority or obligation of either Party.
- (j) Subject to any recourse to a court that may flow from the resolution of any Dispute by an arbitrator, the resolution of any Dispute shall be final and binding upon the Parties.

(k) Unless the Parties otherwise agree or the arbitrator otherwise decides, the Parties shall each bear their own costs and pay equally all other costs of resolving the Dispute.

Issue Assessment Process

- 19.7 In the event of an Issue arising between the Parties:
 - (a) Either Party may initiate the Issue resolution process by submission of an Issue Assessment to the other Party.
 - (b) The Issue Assessment shall describe the Issue, the interests of the Party bringing the Issue forward for resolution, the nature of any disagreements which have arisen or may arise, and that Party's proposed options for resolving the Issue.
 - (c) Within thirty (30) days of receipt of the Issue Assessment, the other Party shall provide a formal response addressing the Issue described in the Issue Assessment, and the Parties shall meet to formally consider the Issue within thirty (30) days of the receipt of the formal response.
 - (d) In the event the Parties are unable to resolve an Issue after meeting, considering and discussing the Issue Assessment and the formal response, either Party may initiate one or more of the following processes within fifteen (15) days of the date of the first meeting described in section 19.7 (c):
 - (i) refer the Issue to a working group composed of members of the Ts'udé Nilįné Tuyeta Management Board and representatives of the Parties;
 - (ii) commission third-party studies, evaluations or similar projects to provide the Parties with information, analysis, or advice on how to resolve the Issue; or
 - (iii) any other dispute resolution process as is agreeable to the Parties, including requesting the assistance of an agreed-upon impartial third party;
 - (e) The deliberations of the Parties on any Issue referred to a process under 19.7 (d) shall be deferred until such a time as a formal report is provided as an outcome of that process, and the Parties have met to

- consider the formal report and attempted to resolve the Issue as set out in 19.7 (g)– 19.7 (j).
- (f) Issues deferred under 19.7 (e) will not affect the obligation of the Parties to deliberate in good faith and to strive to achieve consensus decisions on other matters.
- (g) A formal report from a process initiated under section 19.7 (d) shall be provided to both Parties within ninety (90) days of the commencement of the process, or as otherwise agreed and specified by the Parties.
- (h) Within thirty (30) days of receipt of the formal report, each Party shall provide a response to the formal report to the other Party.
- (i) The Parties shall meet to formally consider the Issue within thirty (30) days of receiving a formal report under 19.7 (g), or in any event no later than sixty (60) days after a formal report was first provided under 19.7 (g).
- (j) In the event of a clear and final disagreement of the Parties on an Issue, related decisions and any actions arising shall be held in abeyance, and may be referred in writing within thirty (30) days of the conclusion of 19.7 (d) to the elected leadership of the Ka'sho Got'ine and to the Minister, asking that they attempt, in good faith, to reach agreement on the Issue. The Parties may request the assistance of an agreed-upon impartial third party, to assist them in reaching an agreement on the Issue.

20. EVALUATION

- 20.1 Within four (4) years of the Effective Date, and subsequently at five (5) year intervals, the Ts'udé Niliné Tuyeta Management Board shall complete a review to determine if the objectives and commitments of this Agreement are being achieved and provide a written report to the Parties, in conjunction with the review of the Management Plan under 8.11, containing any recommendations of the Ts'udé Niliné Tuyeta Management Board.
- 20.2 Unless the Parties agree otherwise, within one (1) year of receiving the report under 20.1, and after considering any Management Plan review under 8.11, the Parties will either:
 - (a) contract for and complete an independent evaluation; or

- (b) complete a joint review to determine whether the objectives and commitments of this Agreement are being achieved.
- 20.3 Recommendations pursuant to the review conducted under 20.1 shall be addressed to both Parties, and may include proposed amendments to the Management Plan or this Agreement.
- 20.4 The Government of the Northwest Territories shall provide for the cost of the evaluations or reviews conducted pursuant to this Part.
- 20.5 Within ninety (90) days of the coming into force or amendment of any land, resource, self-government agreement, land use plan, or any judicial declaration affecting Ts'udé Niliné Tuyeta, the Parties shall initiate a joint review of that agreement, plan or judicial declaration to ensure that this Agreement is consistent with that agreement, plan or judicial declaration.

21. EXISTING LAND INTERESTS

- 21.1 The land titles and other interests listed in Appendix E shall continue in accordance with their terms and conditions that are in effect on the Establishment Date.
- 21.2 The Management Board shall consider the land titles and other interests listed in Appendix E when making recommendations under sections 6.8 or 6.9.
- 21.3 On the Establishment Date, all existing reserves listed in Appendix E-1 continue in accordance with their authorized purpose.
- 21.4 No additional right to occupy the lands listed in Appendix E-2 shall be required under this Agreement.
- 21.5 Lands listed in Appendix E-2 are not subject to any tax, fee or charge under this Agreement.

THIS AGREEMENT FOR THE ESTABLISHMENT OF TS'UDÉ NILĮNÉ TUYETA AS A PROTECTED AREA

SIGNED IN FY GOOD HOP NWT, THIS 4th DAY OF Sept. 2019 BY:

For Yamoga Lands Corporation as represented by the President, Yamoga Lands Corporation:

President,

Yamoga Lands Corporation

For Fort Good Hope Dene Band as represented by the Chief, Fort Good Hope Dene Band:

Chief,

Fort Good Hope Dene Band

For Fort Good Hope Métis Nation Local #54 Land Corporation as represented by the

President, Fort Good Hope Métis Nation Local #54 Land Corporation:

Fort Good Hope Métis Nation

Marsa

Local #54 Land Corporation

For Ayoni Keh Land Corporation as represented by the President, Ayoni Keh Land Corporation:

President, Ayoni Keh Land Corporation

For Behdzi Ahda" First Nation as represented by the Chief, Behdzi Ahda" First Nation:

Witness

Chief, WIIbert Kolchec Witness
Behdzi Ahda" First Nation

For the Government of the Northwest Territories as represented by the Minister of Environment and Natural Resources:

Minister of the Environment and

Natural Resources

Witness

SCHEDULE I

Description of **Ts'udé Niliné Tuyeta Protected Area**

In the Northwest Territories;

In the vicinity of the Municipality of Fort Good Hope;

The Ts'udé Niliné Tuyeta Protected Area Boundaries are shown on the illustrative map deposited in the Canada Lands Surveys Records as 108433 CLSR NT. The illustration is for clarification purposes only and depicts the written legal description.

All that parcel of land, and land covered by water, being more particularly described as follows:

- 1. Commencing at the northeast corner of Sahtu Parcel 14, Lot 1000, Quad 106 J/09 (monument 13L1000, 102129 CLSR, 4532 LTO);
- 2. Thence generally southwesterly and northwesterly along the southeast and southwest boundary of limit of said parcel to the southwest corner of Sahtu Parcel 14, Lot 1000, Quad 106 J/09 (monument 117L1000, 102129 CLSR, 4532 LTO);
- 3. Thence northwesterly in a straight line to a point at latitude 66°31'40"N and longitude 130°38'35"W;
- 4. Thence southwesterly in a straight line to a point at latitude 66°27'03"N and longitude 131°06'03"W;

Description de l' **Aire protégée de Ts'udé Niliné Tuyeta**

Dans les Territoires du Nord-Ouest;

À proximité de la municipalité de Fort Good Hope;

Les limites de l'aire protégée de Ts'udé Niliné Tuyeta sont montrées sur la carte explicative déposée dans les Archives d'arpentage des terres du Canada sous le numéro 108433 CLSR NT. L'illustration représente la description légale écrite et n'a pour but que de la clarifier.

L'ensemble de ces parcelles de terres, incluant les terres recouvertes d'eau, plus particulièrement décrite comme suit:

- 1. Commençant à l'angle nord-est de la parcelle Sahtu 14, lot 1000, quad 106 J/09 (borne 13L1000, 102129 CLSR, 4532 LTO);
- 2. De là, généralement vers le sud-ouest et le nord-ouest suivant les limites sud-est et sud-ouest de ladite parcelle jusqu'à l'angle sud-ouest de la parcelle Sahtu 14, lot 1000, quad 106 J/09 (borne 117L1000, 102129 CLSR, 4532 LTO);
- 3. De là, vers le nord-ouest en ligne droite jusqu'à un point à 66°31'40" de latitude nord et 130°38'35" de longitude ouest;
- 4. De là, vers le sud-ouest en ligne droite jusqu'à un point situé à 66°27'03" de latitude nord et 131°06'03" de longitude ouest;

- 5. Thence southwesterly in a straight line to a point at latitude 66°19'06"N and longitude 131°16'34"W;
- 6. Thence southeasterly in a straight line to a point at latitude 66°15'41"N and longitude 131°15'10"W;
- 7. Thence southeasterly in a straight line to a point at latitude 66°13'33"N and longitude 131°05'22"W;
- 8. Thence southeasterly in a straight line to a point at latitude 66°11′50″N and longitude 131°03′30″W;
- 9. Thence southeasterly in a straight line to a point at latitude 66°07′27″N and longitude 130°39′11″W;
- 10. Thence southerly in a straight line to the northeast corner of Sahtu Parcel M6, Lot 1000, Quad 106 G/15 (monument 2L1000, 90220 CLSR, 3998 LTO);
- 11. Thence southerly and westerly along the eastern and southern limit of said parcel to the intersection of the southern boundary of said parcel with west boundary of the Sahtu Settlement Area (approximate latitude 65°46′00″N and longitude 130°47′17″W);
- 12. Thence generally southwesterly and southeasterly along the west boundary of the Sahtu Settlement Area to a point of longitude 130°42′03″W and approximate latitude 65°25′06″ N;
- 13. Thence southeasterly in a straight line to a point at latitude 65°17′50″N and longitude 129°44′00″W;

- 5. De là, vers le sud-ouest en ligne droite jusqu'à un point situé à 66°19'06" de latitude nord et 131°16'34" de longitude ouest;
- 6. De là, vers le sud-est en ligne droite jusqu'à un point situé à 66°15'41" de latitude nord et 131°15'10" de longitude ouest;
- 7. De là, vers le sud-est en ligne droite jusqu'à un point situé à 66°13'33" de latitude nord et 131°05'22" de longitude ouest;
- 8. De là, vers le sud-est en ligne droite jusqu'à un point situé à 66°11'50" de latitude nord et 131°03'30" de longitude ouest;
- 9. De là, vers le sud-est en ligne droite jusqu'à un point situé à 66°07'27" de latitude nord et 130°39'11" de longitude ouest;
- 10. De là, vers le sud en ligne droite jusqu'à un point situé à l'angle nord-est de la parcelle Sahtu M6, lot 1000, quad 106 G/15 (borne 2L1000, 90220 CLSR, 3998 LTO);
- 11. De là, vers le sud et vers l'ouest le long des limites est et sud de ladite parcelle jusqu'à l'intersection de la limite sud de ladite parcelle et de la limite ouest de la région désignée du Sahtu (à environ 65°46'00" de latitude nord et à environ 130°47'17" de longitude ouest);
- 12. De là, généralement vers le sud et vers le sud-est le long de la limite est de la région de règlement des Sahtu à un point situé à 130°42'03" de longitude ouest et à environ 65°25'06" de latitude nord;
- 13. De là, vers le sud-est en ligne droite jusqu'à un point situé à 65°17'50" de latitude nord et 129°44'00" de longitude ouest;

- 14. Thence northeasterly in a straight line to a point at latitude 65°21′50″N and longitude 129°39′57″W;
- 15. Thence northeasterly in a straight line to a point at latitude 65°22'46"N and longitude 129°25'50"W;
- 16. Thence northeasterly in a straight line to the intersection of latitude 65°33'25"N with the Ordinary High Water Mark (O.H.W.M) of the west bank of the Mountain River at approximate longitude 129°16'18"W;
- 17. Thence generally northerly and easterly along the sinuosities of the Ordinary High Water Mark (O.H.W.M.) of said river to its intersection with the west bank of the Mackenzie River at approximate latitude 65°41′52″N and approximate longitude 128°50′05″W;
- 18. Thence generally northerly along the sinuosities of the Ordinary High Water Mark (O.H.W.M.) of the Mackenzie River to the intersection of the northeast bank of unnamed stream situated along the southern limit of Sahtu Parcel 21, Lot 1012, Quad 106 I/07, (102106 CLSR, 4531 LTO); (approximate latitude 66°11'46"N and approximate longitude 128°55'27"W)
- 19. Thence northwesterly, northerly and northeasterly along the boundary of Sahtu Parcel 21, Lot 1012, Quad 106 I/07, (102106 CLSR, 4531 LTO) to a point between monuments 6BL1012 and 6CL1012 (102106 CLSR, 4531 LTO) and the intersection of longitude 128°50′55″W at approximate latitude 66°19′09″N;

- 14. De là, vers le nord-est en ligne droite jusqu'à un point situé à 65°21'50" de latitude nord et 129°39'57" de longitude ouest;
- 15. De là, vers le nord-est en ligne droite jusqu'à un point situé à 65°22'46" de latitude nord et 129°25'50" de longitude ouest;
- 16. De là, vers le nord-est en ligne droite jusqu'à l'intersection de la latitude 65°33'25" nord avec la rive ouest de la rivière Mountain, soit à approximativement 129°16'18" de longitude ouest;
- 17. De là, généralement vers le nord et l'est suivant les sinuosités de la ligne des hautes eaux ordinaires (L.H.E.O.) de ladite rivière jusqu'à son intersection avec la rive ouest de la rivière Mackenzie à approximativement 65°41'52" de latitude nord et approximativement 128°50'05" de longitude ouest;
- 18. De là, généralement vers le nord suivant les sinuosités de la ligne des hautes eaux ordinaires (L.H.E.O.) de la rivière Mackenzie jusqu'à l'intersection de la rive nord-est du ruisseau sans nom situé le long de la limite sud de la parcelle Sahtu 21, lot 1012, quad 106 I/07, (102106 CLSR, 4531 LTO) (à environ 66°11'46" de latitude nord et à environ 128°55'27" de longitude ouest);
- 19. De là, vers le nord-ouest, vers le nord et le nord-est le long de la limite de la parcelle Sahtu 21, lot 1012, quad 106 I/07, (102106 CLSR, 4531 LTO) jusqu'à un point situé entre les bornes 6BL1012 et 6CL1012 (102106 CLSR, 4531 LTO) qui intersecte la longitude 128°50'55" ouest, soit à environ 66°19'09" de latitude nord;

20. Thence northwesterly in a straight line to a point at latitude 66°21′09″N and longitude 129°01′26″W;

21. Thence northwesterly in a straight line to a point at latitude 66°29'25"N and longitude 129°20'24"W;

22. Thence northwesterly in a straight line to a point at latitude 66°34′14″N and longitude 129°47′37″W;

Thence southwesterly in a straight line to the point of commencement.

Said parcel containing an approximate area of 10,101 square kilometres.

All coordinates above are referred to the 1983 North American Datum, Canadian Spatial Reference System (NAD83 CSRS) and any references to straight lines mean points joined directly on a NAD83 CSRS Universal Transverse Mercator (UTM) projection plane surface.

CERTIFIED CORRECT

20. De là, vers le nord-ouest en ligne droite jusqu'à un point à 66°21'09" de latitude nord et 129°01'26" de longitude ouest;

21. De là, vers le nord-ouest en ligne droite jusqu'à un point à 66°29'25" de latitude nord et 129°20'24" de longitude ouest;

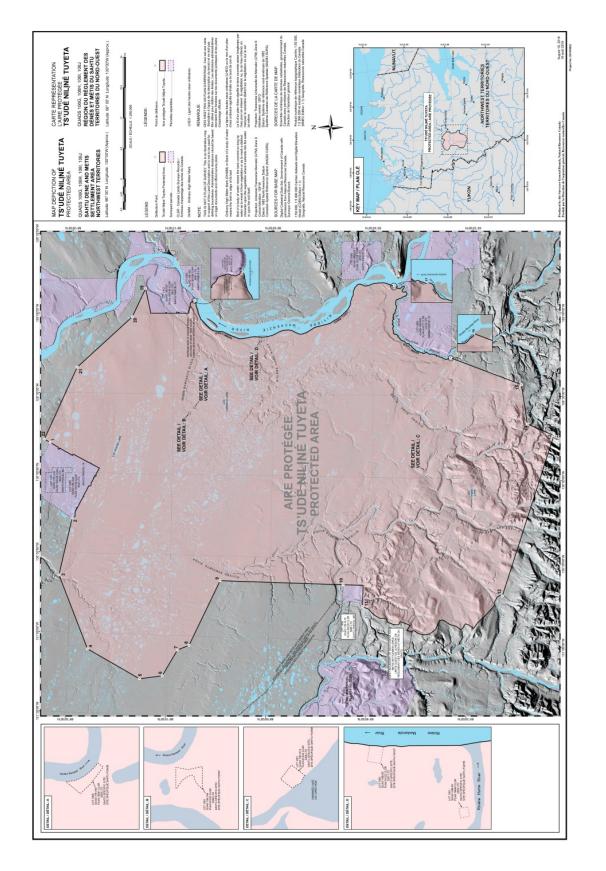
22. De là, vers le nord-ouest en ligne droite jusqu'à un point à 66°34'14" de latitude nord et 129°47'37" de longitude ouest;

De là, vers le sud-ouest en ligne droite jusqu'au point de départ.

Ladite parcelle ayant une superficie approximative de 10 101 kilomètres carrés.

Toutes les coordonnées mentionnées cidessus sont en référence au datum nordaméricain de 1983 du Système canadien de référence spatiale (NAD 83 SCRS), et toutes références aux lignes droites désignent des points joints directement sur une projection de surface plane sur la projection de Mercator transverse universelle(UTM) NAD 83 SCRS.

CERTIFIÉ CONFORME



SCHEDULE II

TABLE 1: Government of the Northwest Territories Baseline Expenditure for Ts'udé Niliné Tuyeta (thousands \$)				
	Y1	Y2	Y3	Y4
Management Board	\$75	\$75	\$75	\$75
K'asho Got'ine Guardians	\$75	\$75	\$75	\$75
Infrastructure	\$50	\$50	\$50	\$50
Annual Increment		\$5	\$10	\$15
Total	\$200	\$205	\$210	\$215

APPENDIX A - TRAINING AND EMPLOYMENT

A.1 In this Appendix:

"Affirmative Action Policy" means the policy of the Government of the Northwest Territories, as amended from time to time, which offers priority hiring to candidates belonging to eligible designated groups that are under-represented within the public service.

"Regional Recruitment Program" means the program of the Government of the Northwest Territories, as amended from time to time, intended to increase regional recruitment and retention by providing a link between vacant regional positions and northern residents seeking employment through the provision of developmental plans and on-the-job training to gain valuable paid experience before taking on an indeterminate position with the Government of the Northwest Territories.

Information Sharing

A.2 The Parties will collaborate to foster awareness of employment opportunities among Participants who reside in the K'asho Got'ine District.

Recruitment, Training and Hiring

- A.3 The Parties shall collaborate to identify training opportunities and awareness of employment opportunities within Ts'udé Niliné Tuyeta for Participants residing in the K'asho Got'ine District, including through the following activities:
 - a) yearly employment and career fair events; and
 - b) yearly youth camp in Ts'udé Niljné Tuyeta.
- A.4 The Parties shall seek the advice of the Ts'udé Niliné Tuyeta Management Board on the training, recruitment and hiring of all Ts'udé Niliné Tuyeta staff including:
 - a) methods of advertising; and
 - b) selection criteria based on the job descriptions.
- A.5 The Government of the Northwest Territories, in addition to core competencies, shall consider and incorporate the following qualifications into decisions concerning the recruiting and hiring of Ts'udé Niliné Tuyeta employees:
 - a) knowledge of the traditional history and culture of the K'asho Got'ine District;
 - b) fluency in K'asho Got'ıne Xedí;
 - c) knowledge of Ts'udé Nilįné Tuyeta and competency in travelling on the land and using the land; and

- d) awareness of local communities.
- A.6 The Government of the Northwest Territories shall invite the Ts'udé Niliné Tuyeta Management Board to appoint an advisor to each selection committee responsible for hiring Government of the Northwest Territories Ts'udé Niliné Tuyeta employees. If the Ts'udé Niliné Tuyeta Management Board does not appoint a member to be an advisor within a reasonable timeframe set by the Government of the Northwest Territories, or if the member appointed to be an advisor is not available upon reasonable notice for any of the activities of the selection committee set out below, the selection committee can proceed in the absence of that person.
- A.7 The advisor will participate in the following activities of the selection committee:
 - a) screening process;
 - b) conducting hiring interviews; and
 - c) making selection recommendations.
- A.8 The Government of the Northwest Territories shall, in the evaluation of applicants who are Participants, consider equivalent prior experience and informal training as per the approved selection criteria.
- A.9 The Affirmative Action Policy, as modified from time to time, and any successor program shall apply to hiring for all positions.
- A.10 Preference shall be given to Participants for positions at public sites, museums, heritage resource projects, archaeological works, and similar public facilities and projects primarily related to Ts'udé Nilįné Tuyeta in accordance with section 26.2.8 of the SDMCLCA.
- A.11 Geographic eligibility criteria may be set by the Government of the Northwest Territories for certain positions based in Fort Good Hope that are primarily associated with Ts'udé Nilįné Tuyeta.
- A.12 The Regional Recruitment Program, as modified from time to time, and any successor program shall apply.
- A.13 Any future programs of the Government of the Northwest Territories intended to facilitate Indigenous persons obtaining employment with the Government of the Northwest Territories shall apply to positions primarily associated with Ts'udé Niliné Tuyeta.

Ts'udé Niliné Tuyeta Employment Positions

- A.14 Staff with primary responsibility for Ts'udé Nilįné Tuyeta shall be based in Fort Good Hope and may be stationed from time to time elsewhere in Ts'udé Nilįné Tuyeta.
- A.15 On the Effective Date, the Parties with the advice of the Ts'udé Niliné Tuyeta Management Board shall commence the human resource process for the recruitment and staffing of employment positions listed in *Table 1: Positions* primarily associated with the management and operation of Ts'udé Niliné Tuyeta.

Table 1: Positions primarily associated with the management and operation of Ts'udé Niliné Tuyeta			
Positions Employed by the K'asho ot'įnę	 K'asho ot'ınę Senior Representative K'asho ot'ınę Tuyeta Operations and Management Coordinator K'asho ot'ınę uardians 		
Positions Employed by the Government of the Northwest Territories	 GNWT Senior Representative GNWT Tuyeta Operations and Management Coordinator GNWT Renewable Resources Officer 		

A.16 The Parties, with the advice of the Ts'udé Niliné Tuyeta Management Board may adjust employment positions listed in *Table 1: Positions primarily associated with the management and operation of Ts'udé Niliné Tuyeta* according to organizational requirements.

Training During Employment

- A.17 Subsequent to the hiring of all staff by the Government of the Northwest Territories, and to encourage the advancement of all staff, each manager shall develop a learning plan with each employee and review it annually as part of the employee's performance review.
- A.18 The learning plan referred to in A.17 shall include, but not be limited to:
 - a) specific training required for the existing position;
 - b) the employee's short and long term career goals with the Government of the Northwest Territories and Ts'udé Niljné Tuyeta; and
 - c) training and other opportunities to assist the employee in achieving his or her career goals with the Government of the Northwest Territories and Ts'udé Nilįné Tuyeta.

- A.19 The Government of the Northwest Territories will make training opportunities available to each Government of the Northwest Territories employee, such as onthe-job training, off-site training, employment exchanges, continuing education or educational leave and assignment opportunities related to employment with the Government of the Northwest Territories associated with Ts'udé Niliné Tuyeta.
- A.20 Training options for all employees will be designed and discussed with the employee in order to reasonably accommodate the employee's needs, taking into account the needs of employees who are Participants, including but not limited to their culture and lifestyle. Where possible, means to achieve this end include:
 - a) providing instruction in K'asho Got'ınę Xedí;
 - b) providing mentoring programs; and
 - c) providing training in Sahtu communities.

APPENDIX B - BUSINESS CONTRACTING

B.1 In this Appendix:

"Business Incentive Policy" means the policy of the Government of the Northwest Territories, as amended from time to time, that gives preference on government procurement to businesses that are owned and operated within the Northwest Territories;

Business Incentive Policy

B.2 Procurements undertaken primarily for Ts'udé Niliné Tuyeta shall be subject to the procurement policies of the Government of the Northwest Territories, including the Business Incentive Policy. When local content is assessed under the Business Incentive Policy for procurements undertaken by the Government of the Northwest Territories primarily for Ts'udé Niliné Tuyeta, Fort Good Hope and Colville Lake shall be local communities to which local content applies.

APPENDIX C - TOURISM OPERATOR LICENCING

C.1 In this Appendix:

"Tourism Operator Licence" means a licence issued under the *Tourism Act S.N.W.T.* 2006,c.26, as amended from time to time.

- C.2 All new applications for Tourism Operator Licences received by the Government of the Northwest Territories shall be submitted to the Management Board within ten (10) days of completion of the application, and the Management Board shall provide the Parties with a recommendation within twenty (20) days of receiving the application.
- C.3 All existing Tourism Operator Licences that are in effect within any part of Ts'ude Niline Tuyeta on the Establishment Date, shall remain valid for the duration of their terms, provided that the tourism operator remains in good standing and is in compliance with all applicable terms and conditions of the Tourism Operator Licence.
- C.4 When considering all applications for amendment or renewal of a Tourism Operator Licence the Government of the Northwest Territories shall ensure any terms and conditions of the Tourism Operator Licence comply with the Management Plan, and any related policies developed under 6.8 (f).

APPENDIX D - PROCEDURE FOR RIGHT OF FIRST REFUSAL

Right of First Refusal

- D.1 To the extent that Commercial Activities are permitted in Ts'ude Niline Tuyeta, the K'asho Got'ine shall have the right of first refusal for any new Authorization for a Commercial Activity in accordance with 17.2.8 and 17.2.9 of the SDMCLCA.
- D.2 In the event that a non-Participant holding an existing Authorization for a Commercial Activity intends to relinquish their license, sell or transfer their enterprise or any part of it in relation to a Commercial Activity within Ts'ude Niline Tuyeta, the K'asho Got'ine shall have the right of first refusal for that Authorization or to purchase that enterprise or any part thereof at fair market value in accordance with 13.7.6 of the SDMCLCA.

APPENDIX E - EXISTING LAND INTERESTS

E.1 Reserve Interests

Land Interest	Land Interest Holder	Location Description	Approximate Coordinates	Authorized Purpose
Reserve #106 H/15-3	Fisheries and Oceans, Canadian Coast Guard – Hay River NT	Mile 641.6 Mackenzie River	65º47'58" N 128º51'20" W	Navigational Aid Site
Reserve #106 H/10-6	Fisheries and Oceans, Canadian Coast Guard – Hay River NT	Mile 632.2 Mackenzie River	65º41'56" N 128º50'00" W	Navigational Aid Site
Reserve #106 I/2-10-2	Fisheries and Oceans, Canadian Coast Guard – Hay River NT	Mile 674.9 Mackenzie River	66º11'43" N 128º56'01" W	Navigational Aid Site
Reserve #106G/16-1-2	Government of the NWT, Department of Environment and Natural Resources	Ramparts River Area	65°57′ N 130°28′ W	Remote Automatic Weather Station, Territorial Forest Fire Center
Reserve #106 I/3-5-1	Department of Environment, Water Survey – Yellowknife NT	Right bank of Ramparts River, 33Km West of Fort Good Hope NWT	66º06'44" N 129º16'31" W	Stream Gauging Station

E.2 Specific sites set out in volume II Schedule IV of the SDMCLCA within Ts'udé Nilįné Tuyeta

Description from Land Titles			Description of Sahtu Lands in the SDMCLCA		
Land Owner	Legal Description	Certificate Number	Coordinates	Cabin	Owner
K'asho Got'ine Lands Corporation Ltd.	Lot 1002, Quad 106 I/3, LTO 3207 (CLSR 81323)	51007	66º01'34" N 129º09'11" W	FGH 27	Charlie Barnaby (4 cabins)
K'asho Got'ine Lands Corporation Ltd.	Lot 1001, Quad 106 I/3, LTO 2828 (CLSR 79040)	41617	66º06'22" N 129º09'10" W	FGH 55	Julienne Taureau
K'asho Got'ine Lands Corporation Ltd.	Lot 1000, Quad 106 I/4, LTO 2829 (CLSR 79041)	41618	66 ⁰ 11'39" N 129 ⁰ 35'09" W	FGH 56	Monica Caesar
K'asho Got'ine Lands Corporation Ltd land title not issued	Lot 1001, Quad 106 I/4, LTO 3209 (CLSR 81322)	None	66º12'03" N 129º37'30" W	FGH 57	Monica Caesar
K'asho Got'ine Lands Corporation Ltd land title not issued	Lot 1001, Quad 106 H/12, LTO 3208 (CLSR 81324)	None	65º37'02" N 129º58'48" W	FGH 59	Charlie Barnaby

APPENDIX F - NOTICE

Organization	Mailing Address	Email	Fax
Government of the Northwest Territories	C/O Environment and Natural Resources PO Box 1320 Yellowknife NT X1A 2R3	conservationplanning@gov.nt.ca	867-873-0293
Yamoga Lands Corporation	PO BOX 18 FORT GOOD HOPE NT X0E 0H0	president@yamoga.ca	867-598-2437
Fort Good Hope Dene Band	PO BOX 80 FORT GOOD HOPE NT X0E 0H0	chief@kashogotine.com	867-598-2024
Fort Good Hope Metis Nation Local #54 Land Corporation	PO BOX 11 FORT GOOD HOPE NT X0E 0H0		867-598-2160
Ayoni Keh Land Corporation	PO BOX 43 COLVILLE LAKE NT X0E 1L0		867-709-2202
Bedzhi Ahda" First Nation	PO BOX 53 COLVILLE LAKE NT X0E 1L0	chief@behdziahda.com	867-709-2202
Sahtu Secretariat Incorporated	PO BOX 155 DELINE NT X0E 0G0	ssi.chair@sahtu.ca	867-589-4908
Sahtu Renewable Resources Board	PO BOX 134 TULITA NT XOE 0K0	info@srrb.nt.ca	867-588-3324
Fort Good Hope Renewable Resources Council	PO BOX 19 FORT GOOD HOPE NT X0E 0H0	fgh.rcc@northwestel.net	867-598-2237
Colville Lake Renewable Resources Council	PO BOX 53 COLVILLE LAKE NT X0E 1L0		867-709-2202
Sahtu Land Use Planning Board	PO BOX 235 FORT GOOD HOPE NT X0E 0H0	info@sahtulanduseplan.org	867-598-2545