

**AGREEMENT TO ESTABLISH
THAIDENE NENE TERRITORIAL PROTECTED AREA**

BETWEEN

NORTHWEST TERRITORY MÉTIS NATION

AND

**THE GOVERNMENT OF
NORTHWEST TERRITORIES**

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



BACKGROUND

- A. On December 14, 2017, the Government of Northwest Territories (GNWT) and Northwest Territory Métis Nation (NWTMN) signed a Memorandum of Understanding that re-affirms and continues their government to government relationship.
- B. Indigenous Métis are an aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982*, and have traditionally used and occupied land in Thaidene Nënë.
- C. The way of life of the NWTMN, which is based on the cultural and economic relationship between the NWTMN and the land, shall continue to be supported in Thaidene Nënë.
- D. On July 31, 2015, the Government of Canada (Canada), the GNWT, and the NWTMN signed the Northwest Territory Métis Nation Land and Resources Agreement-in-Principle.
- E. On August 21, 2019, the GNWT and Parks Canada signed the Land Transfer Agreement for the Thaidene Nënë National Park Reserve.
- F. On August 20, 2019, Parks Canada and the NWTMN signed an Impact Benefit Agreement for the East Arm (Thaidene Nënë) National Park Reserve.
- G. The Parties wish to manage Thaidene Nënë National Park Reserve and Territorial Protected Area in a cooperative and coordinated manner.
- H. Canada, the GNWT, and the NWTMN are negotiating a final land, resources, and self-government agreement.
- I. The NWTMN and the GNWT have a common desire that Thaidene Nënë Territorial Protected Area be regarded with the highest degree of respect and be protected and managed for present and future Indigenous Métis members, residents of the Northwest Territories and all Canadians.
- J. The NWTMN and the GNWT acknowledge that all Aboriginal rights regarding resource harvesting will continue in Thaidene Nënë Territorial Protected Area and that an Indigenous Métis member may harvest wildlife, fish, plants and trees.
- K. The NWTMN and the GNWT wish to enter into this Agreement to accommodate the interests of the NWTMN in Thaidene Nënë Territorial Protected Area.

- L. Subsection 14(3) of the *Protected Areas Act*, S.N.W.T, 2019, c.11 sets out for any protected area to be established thereunder what may be included within an establishment agreement.

NOW THEREFORE, in recognition of their shared vision and evolving relationship with respect to the care, stewardship, protection and enjoyment of Thaidene Nënë Territorial Protected Area, the Parties agree to cooperate in the planning, operation and management of Thaidene Nënë Territorial Protected Area as further described below:

1. DEFINITIONS

“Access Corridors” means any transportation, power transmission or other infrastructure corridor through Thaidene Nënë, except as may be required for the operation and management of Thaidene Nënë.

“Affirmative Action Policy” means the policy of the GNWT that offers priority hiring to candidates belonging to eligible designated groups that are under-represented within the public service.

“Agreement” means this Establishment Agreement, including schedules and appendices.

“Agreement Date” means the latter of the dates that the Agreement is signed by both of the Parties.

“Artisanal Use” means the non-industrialized, labour-intensive extraction or use of surface and subsurface resources that utilizes local skills and knowledge to produce value-added products for individual sale, domestic use, or community purposes.

“Business Incentive Policy” means the policy of the GNWT that gives preference on government procurement to businesses that are owned and operated within the Northwest Territories.

“Business Licence” means a licence issued solely for the purpose of carrying out business activities within Thaidene Nënë and includes a tourism operator licence issued under the laws of the Northwest Territories.

“Ecological Integrity” means, with respect to Thaidene Nënë, the condition that is determined to be characteristic of Thaidene Nënë and likely to persist, including abiotic components and the composition and abundance of native species and biological communities, rates of change and supporting processes.

“Extractive Use” means any process that involves the extraction or use of surface or subsurface resources occurring within or flowing through Thaidene Nënë, including timber and non-timber forest resources, minerals, energy, and water, but does not include the extraction or use of resources required for the operation and management of Thaidene Nënë.

“Harvest” means to hunt, fish, trap or gather, collect or cut plants or trees.

“Heritage Resource” means an object, record, or site of archaeological, historical, or cultural significance.

“Indigenous Métis” means an Aboriginal person of Chipewyan, Cree or Slavey ancestry of the Land and Resources AiP Area who identifies as Métis and who resided in or, used and occupied any part of the Land and Resources AiP Area on or before December 31, 1921 or a descendant of such a person.

“Indigenous Métis Member” means a member of the NWTMN.

“Issue Assessment” means a written assessment of an issue submitted by one Party to the other.

“Land and Resources Agreement” means a finalized modern day agreement negotiated between the NWTMN, the GNWT and Canada that is intended to be a treaty or land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*.

“Land and Resources AiP” means the Agreement-in-Principle between the NWTMN, the GNWT and Canada signed on July 31, 2015.

“Land and Resources AiP Area” means the proposed area identified on the map set out in Appendix 1 of the Land and Resources AiP.

“Management Plan” means the management plan developed under 6.6 of this Agreement.

“Métis Business” means an entity which complies with legal requirements to carry on business in the Northwest Territories and which is:

- (a) a corporation with more than fifty percent of the corporation’s voting shares beneficially owned by an Indigenous Métis Member or a Métis Government Council;
- (b) a sole proprietorship operated by an Indigenous Métis Member; or
- (c) a partnership in which at least fifty percent of the partners are an Indigenous Métis Member or a Métis Government.

“Métis Government Councils” means any of the Fort Resolution Métis Council, Fort Smith Métis Council or Hay River Métis Government Council.

“Métis Land” means the land vested, granted or transferred to a Métis government pursuant to a Land and Resources Agreement.

“Minister” means the person(s) holding the office of Minister(s) responsible for the administration of the Territorial Legislation.

“National Park Reserve” means the Thaidene Nënë National Park Reserve of Canada.

“Parties” means the NWTMN and the GNWT.

“Regional Recruitment Program” means the program of the GNWT intended to increase regional recruitment and retention by providing a link between vacant regional positions and northern residents seeking employment through providing participants with developmental plans and on-the-job training to gain valuable paid experience before taking on an indeterminate position with the GNWT.

“Territorial Legislation” means an enactment of the legislature of the Northwest Territories.

“Thaidene Nënë” means the Thaidene Nënë Territorial Protected Area as set out on the map in Appendix E designated under the *Protected Areas Act*.

“Thaidene Nënë Management Board” means the body created pursuant to Part 6.

“Thaidene Nënë Akaitcho Regional Management Body” means the body created pursuant to Part 6 and the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference.

“Thaidene Nënë Akaitcho Regional Management Body Terms of Reference” means the terms of reference set out in Appendix G.

“Visitor” means any person present within Thaidene Nënë other than a person who has Aboriginal or Treaty rights therein or a person who resides within or immediately adjacent to Thaidene Nënë.

2. GENERAL PROVISIONS

- 2.1 This Agreement comes into effect on the Agreement Date.
- 2.2 Nothing in this Agreement limits the lawful jurisdiction, authority or obligations of either Party, except as expressly set out herein.
- 2.3 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*.
- 2.4 This agreement is without prejudice to either Party's legal position respecting ownership, rights or title in either any existing or future court proceedings or land claims process.
- 2.5 Nothing in this Agreement will be construed so as to abrogate or diminish any rights or benefits accorded to the NWTMN under a Land and Resources Agreement or any Aboriginal rights of the NWTMN.
- 2.6 For greater certainty, the NWTMN may continue to Harvest and carry out their cultural practices in Thaidene Nënë, and the establishment of Thaidene Nënë is subject to the carrying on of traditional Harvesting activities by Indigenous Métis Members.
- 2.7 For greater certainty, the proper identification referred to in s. 27(3) of the *Protected Areas Act* provides the evidence required under that provision with respect to Indigenous Métis Members within Thaidene Nënë.
- 2.8 This Agreement represents the Parties' understanding of their reciprocal commitments for the protection and preservation of Thaidene Nënë.
- 2.9 The Parties may agree to vary a procedural requirement, including timelines.
- 2.10 Nothing in this Agreement prevents the Parties from having full and free access to all parts of Thaidene Nënë to carry out their duties.
- 2.11 This Agreement is governed by and is to be construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein.
- 2.12 The Parties will take all steps that are necessary to give full effect to the provisions of this Agreement.
- 2.13 Time is of the essence in this Agreement.
- 2.14 This Agreement shall not be construed so as to delay, impair, or impede any negotiation processes among the NWTMN, Canada and the GNWT.
- 2.15 For purposes of this Agreement, the NWTMN is acting for and on behalf of the Métis Government Councils.

3. PROTECTED AREA BOUNDARY

- 3.1 The boundary for Thaidene Nënë is as described in Appendix F.

4. MÉTIS LAND SELECTION

- 4.1 The GNWT acknowledges that the NWTMN has tabled the lands within Thaidene Nënë it wishes to select in a Land and Resources Agreement in Appendix H.
- 4.2 If lands within Thaidene Nënë are designated as Métis Land in a Land and Resources Agreement, such lands will be removed from Thaidene Nënë.
- 4.3 If lands within Thaidene Nënë are otherwise recognized as Aboriginal title lands by a court of competent jurisdiction, such lands will be removed from Thaidene Nënë.

5. OBJECTIVES

5.1 Relationship of the Parties

- 5.1.1 The Parties intend to cooperate in the planning, management, operation, monitoring and evaluation of Thaidene Nënë, to ensure that the Ecological Integrity of Thaidene Nënë and Indigenous ways of life associated with Thaidene Nënë will be maintained and promoted for the use, benefit, education and enjoyment of future generations.

5.2 Working Together

- 5.2.1 To further their shared responsibilities and mutual objectives, the Parties will work to ensure their engagement is cooperative, participatory, respectful, proactive, accountable and transparent.
- 5.2.2 In order to develop a collaborative working relationship, the Parties intend that conflict will be avoided or if not, will be resolved in an expeditious, cost-effective and non-adversarial manner.

5.3 Indigenous Ways of Life

- 5.3.1 The Parties acknowledge the importance of the Indigenous ways of life and NWTMN Traditional Knowledge and are committed to incorporating these practices into the planning, management, operation, monitoring and evaluation of Thaidene Nënë.
- 5.3.2 The Parties acknowledge use of Thaidene Nënë by Indigenous Métis Members for Harvesting and will ensure that the way of life of Indigenous Métis Members in Thaidene Nënë can continue.

5.4 Contracting and Licencing

- 5.4.1 The Parties will procure goods and services for Thaidene Nënë from Métis Businesses to the maximum extent possible in accordance with the legislation and policies of the respective Parties.
- 5.4.2 The Parties will allocate Business Licences primarily related to Thaidene Nënë to Métis Businesses to the maximum extent possible in accordance with the legislation and policies of the respective Parties.

6. MANAGEMENT

6.1 Responsibilities of the Parties

- 6.1.1 The Parties will establish a Thaidene Nënë Management Board and a Thaidene Nënë Akaitcho Regional Management Body will also be established that will make decisions in accordance with this Agreement, the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference (Appendix G) and the Management Plan.
- 6.1.1.1 For any matter set out in 2.2 of the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference that is not included in the Management Plan, the process set out in the applicable sections from 4.14 to 4.23 of the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference shall be followed. For all other matters, the process set out below shall be followed.
- 6.1.1.2 If under a future Land and Resources Agreement or another agreement, the NWTMN is to appoint a representative to the Thaidene Nënë Akaitcho Regional Management Body, the Parties will allow NWTMN to appoint a representative and the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference and this Agreement shall be amended accordingly.
- 6.1.2 The Parties will refer the following proposals, activities or developments to the Thaidene Nënë Management Board for consideration and decision:
- (a) completing baseline and ongoing assessments of the state of Thaidene Nënë, including Ecological Integrity and Indigenous ways of life;
 - (b) developing and approving guidelines, protocols and measures for the care, protection and enjoyment of Thaidene Nënë;
 - (c) developing and approving guidelines, protocols and proposals for research and monitoring;
 - (d) approving materials and initiatives intended to promote Thaidene Nënë or inform Thaidene Nënë users;

- (e) developing and approving policies for the issuance of permits, licences and other authorizations issued by the GNWT under Territorial Legislation for access to and use of Thaidene Nënë;
 - (f) proposals to use or occupy land, for a Business Licence, and for any authorization under Territorial Legislation issued by the GNWT;
 - (g) construction, use or maintenance of an Access Corridor, including any proposals of which the Parties are aware;
 - (h) determining the purpose, design, location and other requirements for infrastructure within Thaidene Nënë; and
 - (i) determining priorities for expenditures within Thaidene Nënë.
- 6.1.3 The Parties may agree to additional proposals, activities or developments that will be referred to the Thaidene Nënë Management Board for consideration and decision.
- 6.1.4 The Parties shall meet at least biannually to determine whether to agree that any additional proposals, activities or developments must be referred to the Thaidene Nënë Management Board for consideration and decision.
- 6.1.5 Any Business Licence that exists within any part of the area that will become Thaidene Nënë at the time of establishment will remain valid and may be renewed as set out in Appendix B.
- 6.1.6 Subject to contracts regarding firefighting, operational responsibilities for firefighting within Thaidene Nënë are the sole responsibility of the GNWT.
- 6.1.7 The Thaidene Nënë Management Board will provide its decision within 30 days upon receipt of any referral under 6.1.2(f).
- 6.1.8 The Thaidene Nënë Management Board will provide the Parties with written reasons for a decision under 6.1.2 or 6.1.3:
- (a) where the Management Board has made a decision that an authorization should not be issued under 6.1.2(f), in which case the Management Board's written reasons shall also be provided to the applicant by the GNWT; or
 - (b) within 30 days of a request for written reasons by either Party in any other instance.
- 6.1.9 Decisions of the Thaidene Nënë Management Board under Part 6 are recommendations to the Parties for their consideration.
- 6.1.10 The Parties will implement a decision of the Thaidene Nënë Management Board if there are no objections by either Party.

- 6.1.11 The Parties will collaborate to the greatest extent reasonably possible in carrying out the decisions of the Thaidene Nënë Management Board and implementing elements of the Management Plan by discussing operational matters, assigning responsibilities for actions and coordinating activities and initiatives.
- 6.1.12 The Parties will share with each other and the Thaidene Nënë Management Board on an ongoing basis all information, studies and other documents that pertain to the planning, management, operation, monitoring and evaluation of Thaidene Nënë.
- 6.1.13 The Parties may seek advice from the Thaidene Nënë Management Board concerning the carrying out of a decision referred to in this Part or the implementation of the Management Plan.
- 6.1.14 If a Party objects to a decision of the Thaidene Nënë Management Board, it will, within 45 days of receipt of the Thaidene Nënë Management Board's written reasons under 6.1.8, provide a written response to the Thaidene Nënë Management Board outlining the reasons for the objection.
- 6.1.15 Once a written response under 6.1.14 has been received, the Thaidene Nënë Management Board may reconsider its decision, and provide a final decision to the Parties in writing within 30 days.
- 6.1.16 If a Party continues to object to the decision of the Thaidene Nënë Management Board, it will pursue the process set out in 7.5 to attempt to resolve the matter.
- 6.1.17 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 will inform the Thaidene Nënë Management Board and the other Party of the action taken and the rationale as soon as practicable.
- 6.1.18 The Thaidene Nënë Management Board may participate to the extent that any other person may in any *Mackenzie Valley Resource Management Act* or *Waters Act* regulatory process that may affect Thaidene Nënë.

6.2 Thaidene Nënë Management Board Processes

- 6.2.1 The Parties and the Thaidene Nënë Management Board will seek to manage Thaidene Nënë in a manner that is consistent with the management of the National Park Reserve while respecting the differences between it and Thaidene Nënë.
- 6.2.2 The Thaidene Nënë Management Board will make all decisions by consensus.
- 6.2.3 The Thaidene Nënë Management Board will determine its own operating procedures and rules for the performance of its functions, including consensus and how to resolve any impasse.
- 6.2.4 The Thaidene Nënë Management Board may allow for participation of advisors that have been identified by the Parties.

- 6.2.5 Each Party will designate a senior representative responsible for Thaidene Nënë to attend meetings of the Thaidene Nënë Management Board. These senior representatives will have the right to express views on all Thaidene Nënë Management Board decisions, but are not members of the Thaidene Nënë Management Board. The Thaidene Nënë Management Board may decide to exclude the senior representatives from *in camera* meetings.
- 6.2.6 The Thaidene Nënë Management Board will meet with the management board established for the National Park Reserve at least once per year, and more often as the management boards may agree.
- 6.2.7 The Parties will provide for independent facilitation for the Thaidene Nënë Management Board for a period of three (3) years from the Agreement Date. After seeking the view of the Thaidene Nënë Management Board, the Parties will agree on the appointment of facilitator(s) during this period, who may chair meetings. Prior to the end of the period, the Parties will review the need for independent facilitation, and may agree to provide independent facilitation for a further period of time.
- 6.2.8 Independent facilitation roles under 6.2.7 will include:
- (a) Developing meeting agendas and preparing meeting materials;
 - (b) Reporting on meeting outcomes; and
 - (c) Facilitating consensus-making discussions.
- 6.2.9 Any facilitator(s) appointed under 6.2.7 will be the same as those appointed for the National Park Reserve.
- 6.2.10 The GNWT shall bear the Thaidene Nënë Management Board participation costs of its and the NWTMN's appointees and of its and NWTMN's senior representative noted in 6.2.5.
- 6.2.11 The NWTMN is not responsible for the cost of independent facilitation or any interpretation required at Thaidene Nënë Management Board meetings.
- 6.2.12 The Management Board will meet no less than four (4) times per year, in the NWT, unless otherwise agreed.
- 6.3 Composition of the Thaidene Nënë Management Board**
- 6.3.1 The NWTMN will appoint an equal number of members to the Management Board as unilaterally appointed by the other Indigenous government.
- 6.3.2 A quorum of the Thaidene Nënë Management Board will be a majority of the members.

- 6.3.3 When the Thaidene Nënë Management Board is first constituted, each Party will appoint one member for four years and any other of its members for two years. Following that, all appointments to the Thaidene Nënë Management Board will be for four years.
- 6.3.4 If a member of the Thaidene Nënë Management Board leaves, or is removed before his or her term expires, a replacement will be appointed for the remainder of that member's term by the Party that made the original appointment.
- 6.3.5 Except in the circumstances set out in 6.3.4, no replacement or alternate members may be appointed to the Thaidene Nënë Management Board.
- 6.3.6 Either Party may reappoint a member whose term has expired.
- 6.3.7 Either Party may remove any of their appointed members at any time.
- 6.3.8 A member of the Thaidene Nënë Management Board is not a representative of the Party appointing the member. The Thaidene Nënë Management Board is to maintain an independent and objective perspective on all matters within its mandate.
- 6.3.9 In appointing members to the Thaidene Nënë Management Board, the Parties will ensure that the membership of the Thaidene Nënë Management Board have:
- (a) knowledge or experience that will assist the Management Board in fulfilling its purposes, including:
 - (i) park and protected area management;
 - (ii) Indigenous land use, knowledge and cultural interpretation;
 - (iii) sustainable tourism and visitor experience;
 - (iv) environmental planning and protection;
 - (v) knowledge or experience of NWT Indigenous communities; and
 - (vi) knowledge of the area, lands and environment of Thaidene Nënë.

6.4 Orientation of the Thaidene Nënë Management Board

- 6.4.1 The Parties will provide for initial training of the first members appointed to the Management Board and orientation of all subsequent new members on their appointment to the Thaidene Nënë Management Board.
- 6.4.2 Orientation under 6.4.1 will provide an opportunity to familiarize new members of the Thaidene Nënë Management Board with the context for planning, management,

operation, and monitoring of Thaidene Nënë. The orientation will be planned by the Parties in consultation with the members of the Thaidene Nënë Management Board.

6.5 Thaidene Nënë Management Board Workplan and Budget

- 6.5.1 The GNWT will provide funding for the Thaidene Nënë Management Board in accordance with a workplan and budget approved by the Parties. Funding provisions for the baseline core functions of the Thaidene Nënë Management Board are described in Appendix C.
- 6.5.2 Workplans and budgets will be reviewed and approved by the Parties according to the process outlined in 6.5.3 to 6.5.6.
- 6.5.3 The Thaidene Nënë Management Board will prepare a draft workplan and budget for review by the Parties on an annual basis, no later than December 15 of each calendar year, or on such other periodic basis as the Parties may prescribe.
- 6.5.4 Within forty-five (45) days of receipt of a draft workplan and budget from the Thaidene Nënë Management Board, the Parties will consult each other and either approve the draft workplan and budget and fund the budget in accordance with their respective responsibilities under this Agreement or request revisions from the Thaidene Nënë Management Board.
- 6.5.5 On receipt of a request for revisions under 6.5.4, the Thaidene Nënë Management Board will prepare and submit a revised draft workplan and budget within thirty (30) days to the Parties. The Parties will consult each other and may approve the revised draft workplan and budget.
- 6.5.6 In the event that the Parties are not able to approve the revised draft workplan and budget within fifteen (15) days of receipt under 6.5.5, the Thaidene Nënë Management Board will set its priorities as outlined in the Management Plan and operate in accordance with the baseline expenditures in 6.5.7 until such time as the Parties reach agreement on a final workplan and budget.
- 6.5.7 In the event that the Parties are not able to approve the revised draft workplan and budget through the process outlined in 6.5.3 to 6.5.6, the GNWT will provide funding for the following core functions of the Thaidene Nënë Management Board:
 - (a) Honoraria and travel costs (e.g. airfare, mileage, accommodation, per diems, incidentals) of NWTMN Thaidene Nënë Management Board appointees to participate in meetings;
 - (b) Interpretation/translation services for meetings, as required;
 - (c) Meeting space and administrative support (e.g. meeting package development, minute-taking, travel arrangements, etc.); and
 - (d) Any independent board facilitator (e.g. fees, travel costs) appointed by the Parties as set out in 6.2.7.

6.6 Development and Approval of the Management Plan

- 6.6.1 Using the process outlined below, a Management Plan will be developed by the Thaidene Nënë Management Board and approved by the Parties within five (5) years of the Agreement Date.
- 6.6.2 The Management Plan for Thaidene Nënë will include a long-term ecological vision, a set of Ecological Integrity and Indigenous ways of life objectives and indicators and provisions for resource protection and restoration, zoning, Visitor use, public awareness and performance evaluation of the Management Plan.
- 6.6.3 The Thaidene Nënë Management Board will develop the draft Management Plan in consultation with the Parties and the process set out in 4.8 to 4.10 of the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference shall be followed to create a final draft Management Plan.
- 6.6.4 The Thaidene Nënë Management Board will, with the assistance of the Parties, seek the views of relevant public bodies, third parties and the public on the draft Management Plan.
- 6.6.5 After providing reasonable opportunity to relevant public bodies, third parties and the public in accordance with 6.6.4, the process set out in 4.11 to 4.13 of the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference shall be followed for the final draft Management Plan.
- 6.6.6 Under 4.13 of the Thaidene Nënë Akaitcho Regional Management Body Terms of Reference, each Party will give notice to the other and the Thaidene Nënë Management Board within sixty (60) days that it will either:
 - (a) approve the final draft Management Plan; or
 - (b) propose modifications to the final draft Management Plan.
- 6.6.7 A Party proposing modification of the final draft Management Plan under 6.6.6(b) will provide written reasons to the other Party and the Thaidene Nënë Management Board for the proposed modifications. The Party will then consult the other Party on the proposed modifications.
- 6.6.8 The final draft Management Plan approved by both Parties will be brought into effect as the Management Plan for Thaidene Nënë.
- 6.6.9 In the event that the Parties are not able to approve the modification of the final draft Management Plan within sixty (60) days of receipt of written reasons under 6.6.7, any outstanding issues will be referred to the issue resolution process under 7.3.
- 6.6.10 The Thaidene Nënë Management Board will undertake a review of the Management Plan within nine (9) years from the date it is approved and brought into effect by the Parties under 6.6.8. The review will be coordinated with the timing of the review of

the Agreement under 8.2.1, such that no review of the Management Plan by the Thaidene Nënë Management Board will be ongoing upon the 8.2.1 process commencing.

- 6.6.11 A Management Plan may be amended, approved or continued by the Parties in accordance with the process set out in 6.6.3 to 6.6.10.

7. CONFLICT RESOLUTION

7.1 Application of Conflict Resolution Processes

- 7.1.1 Any question or disagreement arising between the Parties concerning the interpretation or scope of the Agreement, or any alleged or anticipated breach of the Agreement will be considered a “Dispute” between the Parties and will be addressed in accordance with the provisions in 7.2.
- 7.1.2 Any disagreement between the Parties on a topic pertaining to Thaidene Nënë upon which consensus has not been reached between the Parties that is not a Dispute, will be considered an “Issue” and will be addressed in accordance with the provisions in 7.3.

7.2 Notice and Negotiations

- 7.2.1 In the event that a Dispute arises between the Parties, 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.
- 7.2.2 Within thirty (30) days of the giving of notice under 7.2.1, the Parties will meet to attempt in good faith to negotiate a resolution of the Dispute, and either Party may, if they deem it appropriate, seek the views of the Thaidene Nënë Management Board concerning the Dispute.
- 7.2.3 If the Dispute has not been resolved thirty (30) days from the date of the first meeting between the Parties, or from such other time as the Parties may determine, either Party may refer the matter to mediation to attempt resolution of the Dispute.

7.3 Mediation

- 7.3.1 The Parties will agree on the appointment of a mediator for the Dispute.
- 7.3.2 If the Parties are unable to agree to a mediator within fifteen (15) days of the referral of the Dispute to mediation, the mediator will be selected by the ADR Institute of Canada or a similar body agreeable to the Parties from a list comprised of at most two candidates put forward by each Party.
- 7.3.3 The place of mediation will be the Northwest Territories.

- 7.3.4 Unless otherwise agreed by the Parties, the mediation will be concluded within fifteen (15) working days from its commencement.
- 7.3.5 Any agreement reached through mediation will be recorded in writing and signed by each Party.
- 7.3.6 In the event that no agreement is reached, or an agreement is reached on some matters only, the mediator will provide a report to the Parties stating that no agreement was reached on some, or all, of the disagreement.
- 7.3.7 Unless otherwise agreed, the Parties will each bear their own costs and pay equally all other costs of the mediation.

7.4 Arbitration

- 7.4.1 Disputes between the Parties which have not been resolved through mediation under 7.3 may be referred to arbitration under this Part by either Party.
- 7.4.2 The Parties will agree on the appointment of a single arbitrator for the Dispute.
- 7.4.3 If the Parties are unable to agree to an arbitrator within fifteen (15) days of the conclusion of mediation under 7.3, the arbitrator will be selected by a superior court of competent jurisdiction from a list comprised of at most two candidates put forward by each Party.
- 7.4.4 Unless otherwise agreed, the arbitration will be conducted in accordance with the *Arbitration Act*, S.N.W.T. 1988, c. A-5.
- 7.4.5 The place of arbitration will be the Northwest Territories.
- 7.4.6 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.
- 7.4.7 The arbitrator will have no authority to make any order which has the effect of limiting the lawful jurisdiction, authority or obligations of either Party.
- 7.4.8 A decision or order of an arbitrator will be final and binding on the Parties and such decision or order may be registered and enforced in the same manner as a judgment or order of the Supreme Court of the Northwest Territories.
- 7.4.9 Unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration.

7.5 Issue Resolution Process

Issue Assessment

- 7.5.1 A Party can initiate the Issue resolution process by submission of an Issue Assessment.

- 7.5.2 The Issue Assessment will describe the Issue, what the interests of the Party bringing the Issue forward for resolution are, the nature of any disagreements which have arisen or may arise and any proposed options for resolution of the Issue.
- 7.5.3 Within thirty (30) days of receipt of the Issue Assessment, the other Party will provide a response addressing the Issue described in the Issue Assessment.
- 7.5.4 The Parties will meet to formally consider the Issue within thirty (30) days of receiving a response under 7.5.3, or in any event no later than sixty (60) days after the Issue Assessment was first provided.

Issue Resolution

- 7.5.5 In the event the Parties are unable to resolve an Issue after considering and discussing the Issue Assessment and response under 7.5.4, the Parties will initiate one or more of the following processes within 15 days:
 - (a) refer the Issue to a working group composed of members of the Thaidene Nënë Management Board and representatives of the Parties; or
 - (b) commission third-party studies, evaluations or similar projects to provide the Parties with information, analysis or advice on how to resolve the Issue.
- 7.5.6 The deliberations of the Parties on any Issue referred to a process under 7.5.5 will be deferred until such a time as a formal report is provided as an outcome of that process.
- 7.5.7 Issues deferred under 7.5.6 will not affect the obligation of the Parties to deliberate in good faith and to strive to achieve consensus decisions on other matters.
- 7.5.8 A formal report from a process initiated under 7.5.5 will be provided to both Parties within 90 days of the commencement of the process or as otherwise specified by the Parties.
- 7.5.9 Within thirty (30) days of receipt of the formal report, each Party will provide a response to the formal report to the other Party.
- 7.5.10 The Parties will meet to formally consider the Issue within thirty (30) days of receiving a response under 7.5.9, or in any event no later than sixty (60) days after a formal report was first provided under 7.5.8.
- 7.5.11 In the event of a clear and final disagreement of the Parties on an Issue, related decisions and any actions arising will be held in abeyance and may be referred in writing within 30 days to the President and to the Minister to attempt to reach agreement on the Issue in good faith. The Parties may request the assistance of an agreed upon neutral third party in attempting to reach agreement.

7.6 General

- 7.6.1 A disagreement about a proposed amendment to this Agreement is not subject to Part 7.
- 7.6.2 Except as otherwise provided, the Parties may agree to vary a procedural requirement, including timelines, contained in Part 7.
- 7.6.3 The Parties may at any time resolve a Dispute or Issue by mutual agreement. Such agreement will be recorded in writing and signed by each Party. The signed agreement will terminate any conflict resolution process that is underway.
- 7.6.4 All information exchanged by the Parties under the Dispute resolution process provided for under Part 7, which is not otherwise discoverable, will be regarded as “without prejudice” communications for the purposes of conflict resolution negotiations and must be treated as confidential by the Parties, unless otherwise required by law.
- 7.6.5 The Parties may be represented by legal counsel for the purposes of Part 7.

8 MONITORING, REVIEW AND AMENDMENT

8.1 Monitoring

- 8.1.1 The Parties will, unless the Parties agree otherwise, meet annually with the Thaidene Nënë Management Board to discuss whether the objectives set out in this Agreement are being achieved.

8.2 Review of the Agreement

- 8.2.1 Within four (4) years of the Agreement Date and subsequently at five (5) year intervals, the Thaidene Nënë Management Board will complete a review and provide a report to the Parties, prior to the review under 8.2.2, as to whether the objectives and commitments of this Agreement are being achieved.
- 8.2.2 Unless the Parties agree otherwise, within a year of receiving the report under 8.2.1 and after considering any Management Plan review under 6.6.10, 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.

- 8.2.3 Recommendations pursuant to the review conducted under 8.2.2 will be addressed to both Parties, and may include proposed amendments to the Management Plan or this Agreement.
- 8.2.4 The GNWT will provide for the cost of any evaluations or reviews under 8.2.1 and 8.2.2.
- 8.2.5 Within ninety (90) days of the coming into force of any Land and Resources Agreement or any judicial declaration(s) affecting Thaidene Nënë, the Parties will complete a joint review of that agreement or declaration(s) to ensure that this Agreement is consistent with the Land and Resources Agreement or judicial declaration(s).

8.3 Amendment

- 8.3.1 This Agreement can be amended or terminated only with the written consent of both Parties.
- 8.3.2 After completing a joint review under 8.2.5 the Parties will amend this Agreement as necessary to ensure compliance with any Land and Resources Agreement.
- 8.3.3 Within ninety (90) days of completing an independent evaluation or joint review as per 8.2.2, the Parties will consider matters raised and may amend the Agreement.

9 ACCESS CORRIDORS AND EXTRACTIVE USES

9.1 Access Corridors

- 9.1.1 The Parties will not approve the construction, operation or maintenance of any Access Corridors within Thaidene Nënë except in accordance with this Part.
- 9.1.2 The Parties will keep each other informed of any proposals for Access Corridors that may impact Thaidene Nënë. On request, each Party will provide the other Party and the Thaidene Nënë Management Board with all information that it possesses and is not otherwise prohibited from disclosing concerning a proposed Access Corridor.
- 9.1.3 Prior to any proposed construction, operation or maintenance of an Access Corridor, each Party will engage the other Party and then refer the matter to the Thaidene Nënë Management Board for a decision.
- 9.1.4 For any proposed construction, operation or maintenance of an Access Corridor, the criteria that the Thaidene Nënë Management Board shall consider in making its decision are:
 - (a) there is no alternate route of comparable cost effectiveness and technical feasibility that would avoid Thaidene Nënë; and

- (b) the proposed development activities within the Access Corridor minimize to the extent reasonably practicable the impacts on the Ecological Integrity of and Indigenous ways of life associated with Thaidene Nënë.
- 9.1.5 No Party will approve the proposed construction, operation or maintenance of an Access Corridor within Thaidene Nënë unless that proposal has been:
 - (a) assessed under any applicable preliminary screening, environmental assessment or environmental impact review under the *Mackenzie Valley Resource Management Act* or any applicable legislation dealing with these subject matters;
 - (b) determined to not be likely to have any significant adverse impact on the environment or can be made subject to the imposition of such measures as are necessary to prevent any significant adverse impact to the environment; and
 - (c) approved by the Thaidene Nënë Management Board pursuant to 9.1.3.
- 9.1.6 Any Party may refer a Dispute or Issue concerning the approval or disapproval of the construction, operation or maintenance of an Access Corridor for resolution under Part 7.

9.2 Extractive Uses

- 9.2.1 Subject to 2.5, the Parties will not approve Extractive Uses except in accordance with this Part.
- 9.2.2 Subject to the Management Plan and obtaining any required authorization and in accordance with laws of general application, the Parties acknowledge that Extractive Uses for personal use, commercial lodges and tourism operators within Thaidene Nënë are allowed and do not normally require referral to the Thaidene Nënë Management Board for a decision.
- 9.2.3 The following proposed Extractive Uses shall be referred to the Thaidene Nënë Management Board for a decision:
 - (a) Extractive Uses necessary for the community purposes of Łutsël K'e except for personal use, commercial lodges and tourism operators; and
 - (b) Extractive Artisanal Uses of biotic and abiotic resources by individuals.
- 9.2.4 Except as provided in 9.2.2 and 9.2.3, all other Extractive Uses are prohibited in Thaidene Nënë and cannot be referred to the Thaidene Nënë Management Board for a decision.
- 9.2.5 Prior to referring a proposed Extractive Use under 9.2.3 to the Thaidene Nënë Management Board, each Party will consult the other Party.

- 9.2.6 Any Party may refer a Dispute or Issue concerning the approval of a proposed Extractive Use for resolution under Part 7.

10 EMPLOYMENT AND PROFESSIONAL DEVELOPMENT

10.1 Employment

- 10.1.1 The GNWT will seek the advice of the Thaidene Nënë Management Board on the recruitment and hiring of all Thaidene Nënë staff including:

- (a) methods of advertising; and
- (b) selection criteria based on the job descriptions.

- 10.1.2 The GNWT will invite the Thaidene Nënë Management Board to appoint an advisor to each selection committee responsible for hiring GNWT Thaidene Nënë employees. If the Thaidene Nënë Management Board does not appoint a member to be an advisor within a reasonable timeframe set by the GNWT 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.

- 10.1.3 The advisor under 10.1.2 will participate in the following activities of the selection committee:

- (a) preparing interview questions;
- (b) conducting hiring interviews; and
- (c) making selection recommendations.

- 10.1.4 The GNWT will, in the evaluation of Indigenous Métis Member applicants for employment, consider equivalent prior experience and informal training as per the approved selection criteria.

- 10.1.5 The Affirmative Action Policy as modified from time to time and any successor program will apply to hiring for all positions.

- 10.1.6 The Regional Recruitment Program as modified from time to time and any successor program will apply.

- 10.1.7 Any future programs of the GNWT intended to facilitate Indigenous persons obtaining employment with the GNWT will apply to Indigenous Métis Members for positions primarily associated with Thaidene Nënë.

10.2 Professional Development

10.2.1 Subsequent to the hiring of an Indigenous Métis Member in a position primarily associated with Thaidene Nënë by the GNWT, and to encourage the advancement of Indigenous Métis Members in positions as Thaidene Nënë staff, each manager will develop a learning plan with that employee and review it annually as part of the employee's performance review.

10.2.2 The learning plan referred to in 10.2.1 will 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 GNWT and Thaidene Nënë; and
- (c) training and other opportunities to assist the employee in achieving his or her career goals with the GNWT and Thaidene Nënë.

10.2.3 The GNWT will make training opportunities available to each Indigenous Métis Member employee in a position primarily associated with Thaidene Nënë, such as on-the-job training, off-site training, employment exchanges, continuing education or educational leave and assignment opportunities related to employment with the GNWT and Thaidene Nënë.

10.2.4 Training options for an Indigenous Métis Member employee in a position primarily associated with Thaidene Nënë will be designed and discussed with the employee in order to reasonably accommodate the employee's needs.

11 TOURISM AND CONSERVATION

11.1 If this Agreement is signed by the NWTMN by August 30, 2019, GNWT will provide financial support via the Canada Nature Fund (Challenge) funding from fiscal years 2019-20 to 2022-23 in an amount not exceeding XXXXXXXXX over that period to assist the NWTMN to participate on the Management Board and complete establishment negotiations (2019), as well as to participate in economic and conservation opportunities related to Thaidene Nënë, such as:

- (a) Assets (including construction materials and staff, and equipment);
- (b) Capacity Development; and
- (c) Training for the capacity positions.

11.2 Within 120 days following establishment of Thaidene Nënë, the Parties will meet to develop a work plan, including the scheduling of meetings, to collaboratively identify further funding sources and prepare funding proposals (e.g. GNWT, Nature Fund or

third parties) related to Thaidene Nënë to more fully provide financial capacity to the NWTMN to participate in the economic and conservation opportunities related to Thaidene Nënë, including but not limited to:

- (a) Allowing a Métis Business to take advantage of economic opportunities related to Thaidene Nënë;
- (b) Building capacity for a Métis Business to develop tourism services; and,
- (c) Supporting NWTMN youth camps within the area of Thaidene Nënë.

11.3. The Parties shall meet annually thereafter to review, update and assess progress on the work plan.

12 INFRASTRUCTURE

12.1 In addition to being located within Thaidene Nënë, Infrastructure necessary to support the operation of Thaidene Nënë may be located outside of Thaidene Nënë, including in Fort Resolution.

12.2 Infrastructure necessary to support the operation of Thaidene Nënë will include, but is not limited to:

- (a) Visitor reception, interpretation and orientation centre;
- (b) Administration offices;
- (c) Infrastructure to enable and enhance Visitor access to Thaidene Nënë;
- (d) Operational storage of historical and cultural information and objects for ongoing interpretation, research and monitoring; and
- (e) Patrol and monitoring cabins.

13 MÉTIS HERITAGE RESOURCES

13.1 The Parties will develop and maintain an inventory of Métis Heritage Resources found within Thaidene Nënë. In this interest, the Parties will provide each other with an inventory of Métis Heritage Resources known to them.

13.2 The Thaidene Nënë Management Board will develop plans for the presentation and management of Métis Heritage Resources and incorporate such plans within the Management Plan.

14 VISITORS

- 14.1 Subject to the Management Plan, 9.2 and obtaining any required authorization and in accordance with laws of general application, Visitors will be permitted to engage in certain activities in Thaidene Nënë outlined in Appendix A.2.
- 14.2 Visitor orientation and registration will be required as set out in Appendix A.1.

15 INTERPRETATION OF AGREEMENT

- 15.1 If there is any inconsistency or conflict between this Agreement and a policy of the GNWT that in any way affects Thaidene Nënë or its operations, including a policy referred to in this Agreement, this Agreement prevails to the extent of the inconsistency or conflict.
- 15.2 Financial commitments by the GNWT in this Agreement are subject to the appropriation of funds by the Legislative Assembly.
- 15.3 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.
- 15.4 If a provision of this Agreement is severed from the remainder of this Agreement pursuant to 8.2.5, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.
- 15.5 This Agreement enures to the benefit of and binds each Party and its successors and assignees.
- 15.6 The several Parts of this Agreement, including schedules and appendices, will be read together and interpreted as one Agreement.
- 15.7 The Preamble is intended to assist in the construction and interpretation of this Agreement.
- 15.8 The division of this Agreement into Parts and sections and the insertion of captions and headings are intended solely for the convenience of the reader and will not affect the interpretation of this Agreement.
- 15.9 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.
- 15.10 There will be English and French versions of this Agreement. The English version is the authoritative version.

- 15.11 In the event that either of the Parties is delayed or hindered in or prevented from the performance of its obligations under this Agreement by reason of an event 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 does not constitute a default under this Agreement during the period of such delay or hindrance.
- 15.12 All notices and other communications required or permitted to be given in this Agreement will, unless otherwise provided for in this Agreement or by mutual consent of the Parties, be given in writing and delivered by mail, fax, courier or electronic mail to the following individuals and addresses:

For the GNWT:

Manager, Conservation Planning and Implementation
Environment and Natural Resources
P.O. Box 1320
Yellowknife, NT X1A 2L9

For NWTMN:

Attention: Northwest Territory Métis Nation President
Northwest Territory Métis Nation Administrative Office
Box 720
Fort Smith, NT X0E 0P0
Fax: (867) 872-2772
Email: garry.bailey@nwtmetis.ca

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.

16 TRANSITIONAL

- 16.1. Chapters 6 and 9 of this Agreement shall not apply until given effect through comprehensive regulations, which shall occur no later than eighteen months after the signing of the Agreement. Upon all of the Agreement, other than this chapter, being given effect through comprehensive regulations, 16.3 to 16.7 below shall not apply.
- 16.2. Thaidene Nënë shall be established by August 30, 2019.
-

- 16.3. The Management Board shall be informally created within ninety (90) days of the Agreement Date.
- 16.4. The GNWT shall seek the agreement of the NWTMN prior to issuing any permit under 16.5.
- 16.5. A permit must be obtained, to be issued for a term of no more than twelve months under the *Protected Areas Act*, to engage in the following activities in Thaidene Nënë:
- (a) Extractive uses necessary for the community purposes of Łutsël K'e; and
 - (b) Artisanal uses by individuals.
- 16.6. The approval of transportation and transmission corridors is prohibited in Thaidene Nënë.
- 16.7. Permanent structures are prohibited in Thaidene Nënë.
- 16.8. For greater certainty, a use or activity prohibited within Thaidene Nënë under the *Protected Areas Act* or regulations thereunder does not affect the exercise of an Aboriginal or Treaty right in respect of that use or activity, and a person who has an Aboriginal or Treaty right within Thaidene Nënë does not require a permit to exercise that right in Thaidene Nënë and is not required to pay a fee to do so. This applies to cabins within Thaidene Nënë that are necessarily incidental to the exercise of asserted or established Aboriginal and/or Treaty rights for harvest, which will also be exempt from any taxes.

THIS AGREEMENT FOR

THAIDENE NENE TERRITORIAL PROTECTED AREA


SIGNED THIS 29 DAY OF AUGUST 2019 BY:

For Northwest Territory Métis Nation as represented by the President:

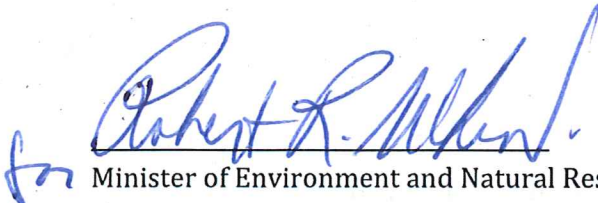


President

Northwest Territory Métis Nation


Witness

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



Minister of Environment and Natural Resources


Witness

APPENDIX A – VISITORS

A.1 Visitor Registration and Orientation

- A.1.1 Visitors will be required to complete the following steps before entering into Thaidene Nënë:
- (a) Register either in person at a visitor reception and orientation centre, online, by phone, or by any other appropriate means;
 - (b) Acquire any requisite licenses or permits;
 - (c) Complete the Thaidene Nënë orientation program; and
 - (d) Complete a safety briefing.
- A.1.2 The Parties will share Visitor registration information on an annual basis, subject to any applicable privacy legislation of the Northwest Territories.
- A.1.3 The GNWT will ensure that Visitors are informed of visitor experience opportunities and of Métis Businesses related to Thaidene Nënë.

A.2 Listing of Allowable Visitor Activities

Subject to the Management Plan, 9.2 and obtaining any required authorization and in accordance with laws of general application, Visitors will be permitted to engage in the activities set out below. This list is not all-inclusive and may be amended upon mutual agreement of the Parties.

- 1) Harvesting
 - (a) hunting
 - (b) sport fishing
 - (c) berry picking and gathering other non-timber forest products
 - (d) other uses as authorized under 9.2
 - (e) Artisanal uses of biotic and abiotic resources
- 2) Boating
 - (a) motorized boating
 - (b) boat mooring, including overnight

- 3) Eco-tourism
 - (a) cultural learning activities
 - (b) wildlife viewing
 - 4) Recreational activities on the land
 - (a) hiking
 - (b) camping
 - (c) snowmobiling
 - (d) dogsledding
 - (e) snowshoeing
 - (f) shore-lunches
 - (g) campfires
 - (h) geocaching
 - (i) cross-country skiing
 - (j) harvesting firewood
 - 5) Recreational activities on the water
 - (a) canoeing
 - (b) kayaking
 - (c) paddleboarding
 - (d) sailing
 - (e) diving
 - (f) kite skiing and kite surfing
 - (g) waterskiing
 - 6) Other
 - (a) transport and use of firearms for authorized purposes
 - (b) aircraft operations
-

- (c) commercial transportation for Visitors to and from and within Thaidene Nëné

APPENDIX B – EXISTING TOURISM OPERATOR LICENCES

B.1 Policy on Tourism Operator Licencing

B.1.1 At the time of Thaidene Nënë establishment, all existing tourism operator licences that apply within any part of the area that will become Thaidene Nënë upon establishment will remain valid for the duration of their terms provided that the tourism operator remains in good standing and is complying with all applicable terms and conditions of the licence.

B.1.2 All existing tourism operator licences under B.1.1 may be renewed, provided that the tourism operator:

- i) remains in good standing;
- ii) is in compliance with any policy developed under 6.1.2(e); and
- iii) is in conformity with the Management Plan.

APPENDIX C – EXPENDITURE MODEL FOR THAIDENE NĚNĚ

- C.1.1 As of the Establishment Date, the Government of the Northwest Territories will at minimum make annual expenditures for the management and operation of Thaidene NĚnĚ in accordance with Table 1.
- C.1.2 Expenditures necessary to support the operation of Thaidene NĚnĚ will be done so in accordance with operational requirements and may be adjusted by the Parties as these operational requirements are determined.

TABLE 1 – GNWT Estimated Annual Expenditure for Thaidene NĚnĚ (thousands \$)										
	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10
Management Board	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
O & M ¹	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Total	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290

¹ Some cost efficiencies for vehicles and equipment not related to the management and monitoring of Thaidene NĚnĚ may exist. These numbers incorporate on the anticipated portion of the GNWT's cost for the management and monitoring of Thaidene NĚnĚ.

APPENDIX D – ORGANISATIONAL EMPLOYMENT STREAMS

D.1.1 Employment functions that will be utilized by GNWT in the management and operation of Thaidene Nënë is included in Table 2. Initial employment opportunities will be limited to key positions and may increase as operational priorities are determined.

D.1.2 Position classification levels and full time equivalents will be determined in accordance with the expenditure model under Appendix C.

TABLE 2 – Government of the Northwest Territories initial operational functions (based on anticipated operational requirements for years 1-3)^{2,3}	
Function	Role and Tasks
Visitor experience	Focused on developing and delivering the visitor experience. <i>Tasks include:</i> register visitors, deliver visitor orientation, brochures and the Visitor Guide, develop visitor experiences, assist in the design of a youth camp, and respond to inquiries from the public.
Protected Area Technician	Supports the Thaidene Nënë Management Board in their operations and delivers the day-to-day operations of the park. <i>Tasks include:</i> assist Thaidene Nënë Management Board in developing guidelines and protocols, review permit applications, issue permits, deliver the annual employment/career pathing event, complete annual reporting, assist with Visitor Experience as needed.
Compliance and Enforcement	Conduct patrols in Thaidene Nënë and respond to occurrences or conduct investigations as required.

² Each function refers to a theme of work, but are not necessarily equivalent to the duties for a specific position. The percentage of staff time (i.e. full-time or part-time) and number of positions is dependent on funding made available to GNWT through internal sources or the Government of Canada.

³ Some functions may already be in existence for the GNWT in the area, but GNWT will need to determine how new TDN responsibilities would need to be incorporated and staffed.

APPENDIX E – BUSINESS CONTRACTING

This appendix sets out the steps that will be taken by the GNWT to achieve the objective in 5.4.1.

E.1 Business Incentive Policy

E.1.1 Procurements undertaken by the GNWT primarily for Thaidene Nënë will be subject to the procurement policies of the GNWT, including the Business Incentive Policy.

[illegible]

APPENDIX G – THAIDENE NĚNĚ AKAITCHO REGIONAL MANAGEMENT BODY TERMS OF REFERENCE

Łutsël K'e Dene First Nation (LKDFN), Deninu K'ue First Nation (DKFN), Yellowknives Dene First Nation (YKDFN), Parks Canada and the Government of the Northwest Territories (GNWT) understand the need for collaboration, cooperation and respect in the management of Thaidene NĚnĚ National Park Reserve (NPR) and Thaidene NĚnĚ Territorial Protected Area (TPA); and,

Therefore, this Terms of Reference is included as an Appendix to each Agreement that provides for the establishment of the NPR and the TPA.

1. Purpose

- 1.1 The parties to this Terms of Reference intend to work cooperatively through the Thaidene NĚnĚ Regional Management Body (RMB) on the matters set out in 2.2 for the NPR and the TPA for the use, benefit, education and enjoyment of current and future generations.

2. Mandate

- 2.1 The RMB will provide recommendations and advice on the matters set out in 2.2 for the NPR and the TPA.
- 2.2 The specific matters that the RMB will review and provide recommendations on, which are not mutually exclusive, consistent with the applicable sections from 4.8 to 4.23, are:
- (a) Draft management plans;
 - (b) Visitor access and activities;
 - (c) Cultural interpretation/protection of sites of cultural, spiritual, historic or archaeological significance;
 - (d) Allowable uses and any additional conditions for those uses that must be met (zoning);
 - (e) Transportation and transmission corridors in the TPA;
 - (f) The NPR and the TPA policies for research and monitoring, business licencing, including tourism operator licencing in the TPA, and policies for issuance of all authorizations issued by the GNWT or Parks Canada, and subsequent reviews;
 - (g) Conservation economy matters; and
-

- (h) Any other matter agreed to by at least three parties who appoint a member to the RMB.
- 2.3 The parties agree and acknowledge that this Terms of Reference and subsequent recommendations and advice are not meant to define, create, recognize, deny, limit, or amend any rights or obligations of the parties, or of any other Indigenous groups.

3. Composition and Term

Appointment of Members

- 3.1 LKDFN, DKFN and YKDFN shall each appoint one member to the RMB for both the NPR and the TPA, who will be a representative of the party who appointed them.
- 3.2 Each member shall be responsible for reporting to the party who appointed them.
- 3.3 LKDFN, DKFN and YKDFN Chiefs or their designates shall meet to discuss their proposed appointees with the aim of ensuring that the three appointees collectively have background and experience in the areas set out in 3.15. If these parties are unable to agree on the three appointees, each party shall appoint their member.
- 3.4 The GNWT shall appoint one member to the RMB for the TPA. This member may be present for discussion by the RMB of any matter regarding the NPR, but is not a member of the RMB for the purposes of the NPR and is not required to achieve consensus on any NPR matter. This appointee will be discussed with the other parties before he or she is appointed.
- 3.5 Parks Canada shall appoint one member to the RMB for the NPR. This member may be present for discussion by the RMB of any matter regarding the TPA, but is not a member of the RMB for the purposes of the TPA and is not required to achieve consensus on any TPA matter. This appointee will be discussed with the other parties before he or she is appointed.
- 3.6 The parties shall appoint an independent facilitator for a term of three years. The appointment shall be made by agreement of all parties.
- 3.7 The role of the independent facilitator is to:
- (a) facilitate consensus decision-making at RMB meetings;
 - (b) schedule meetings, develop meeting agendas and prepare meeting materials; and
 - (c) develop and distribute summary notes of each meeting to the members.
- 3.8 Upon resignation or removal of any member, the party who appointed that member shall appoint a new member without delay.
-

- 3.9 Each party may reappoint its member.
- 3.10 Each party may remove the member(s) it appointed at any time, but reasons must be provided to all other parties.

Length of term

- 3.11 All appointments shall be made for an initial term of three years.
- 3.12 The parties shall meet to discuss staggering the subsequent term of appointees. The term agreed upon by the parties for each member will then apply. If agreement cannot be reached, the subsequent term of each appointee will be three years. Thereafter, all appointments shall be made for a term of three years.
- 3.13 Upon expiration of the independent facilitator's term, the Parties will review whether this position remains necessary.
- 3.14 If the Parties agree that an independent facilitator is not necessary after the initial term, the GNWT and Canada will ensure that the functions of the facilitator in 3.7 (b) and (c) are otherwise provided for.

Qualifications of RMB Members

- 3.15 Each member of the RMB should have background or experience in one or more of the following areas:
- (a) Park and protected area management;
 - (b) Indigenous land use, knowledge and cultural interpretation;
 - (c) Sustainable tourism and visitor experience; or
 - (d) Environmental planning and protection

Quorum

- 3.16 A quorum is a majority of the members.
- 3.17 A member may attend any meeting of the RMB in person or via teleconference.
- 3.18 If agreed to by the RMB, representatives from LKDFN, DKFN and YKDFN and any staff of the GNWT and Parks Canada other than the member they appointed will be permitted to participate in or observe the discussion of one or more specific issues at a meeting.

4. Operation of the RMB

- 4.1 The RMB will develop recommendations in a cooperative and collaborative manner that considers the interests and perspectives of all members.
-

- 4.2 The RMB will make recommendations by consensus.
- 4.3 Where the RMB cannot reach consensus, it will report on the different perspectives on the matter, and why consensus could not be reached.
- 4.4 The RMB will provide its recommendation or report within 120 days of any matter being brought to its attention for a recommendation.
- 4.5 In conducting their duties, RMB members will:
- (a) Participate in good faith;
 - (b) Make recommendations in the best interest of the NPR and the TPA;
 - (c) Commit to work towards consensus;
 - (d) Provide advice that considers the best available scientific and local Indigenous knowledge;
 - (e) Represent information, views and outcomes of discussions accurately and appropriately to external audiences; and
 - (f) Abide by the Code of Conduct that the RMB creates.
- 4.6 All matters provided to the RMB for its review and recommendation shall be in writing and the RMB shall provide written reasons for all recommendations it makes.
- 4.7 The RMB shall determine the date and location for every meeting it holds.

Management Planning

- 4.8 The applicable Operational Management Board (OMB) created under the establishment agreement between LKDFN and Parks Canada for the NPR, and LKDFN and GNWT for the TPA shall prepare a draft of the management plan for the NPR in conjunction with LKDFN and Parks Canada, and for the TPA in conjunction with LKDFN and the GNWT, which shall then be provided to the RMB for its review and recommendations.
- 4.9 The RMB shall provide its recommendations to the OMB, LKDFN and Parks or GNWT, as the context requires, for their consideration in preparing the next version of the management plan.
- 4.10 4.8 and 4.9 shall be repeated until the OMB, LKDFN and Parks Canada or the GNWT, as the context requires, are of the view that a final draft has been prepared.

- 4.11 The RMB shall review the final draft of the Management Plan and provide its recommendations, if any, to the parties.
- 4.12 Within ten days of being provided with the RMB's recommendations on the final draft of the Management Plan, DKFN or YKDFN may pursue the process set out in the applicable agreement with the GNWT or Parks Canada, as the context requires, to discuss any issue of concern.
- 4.13 Upon conclusion of the process under 4.12 or no issue of concern arising under 4.12, LKDFN and Parks Canada or the GNWT, as the context requires, shall make their decision.

Policies initially reviewed by the OMB for the NPR or TPA

- 4.14 Except for policies set out in the management plans, all policies for the NPR or the TPA for research and monitoring, business licencing, including tourism operator licencing in the TPA, and all policies for authorizations issued by the GNWT or Parks Canada shall initially be reviewed by the OMB for the NPR or the TPA. The policy shall then be provided to the RMB by the applicable OMB with its recommendations for the RMB's review and recommendations.
- 4.15 The RMB shall provide its recommendations to the applicable OMB, LKDFN and Parks Canada or the GNWT, as the context requires.
- 4.16 The applicable OMB shall then advise LKDFN and Parks Canada or the GNWT, as the context requires, whether it agrees with the recommendations provided by the RMB.
- 4.17 If the applicable OMB agrees with the RMB's recommendations, those recommendations shall be provided to LKDFN and Parks Canada or the GNWT, as the context requires, for their decision.
- 4.18 If the applicable OMB does not agree with one or more of the RMB's recommendations, that OMB and RMB shall meet to try to resolve the issue(s).
- 4.19 If resolution cannot be achieved under 4.18, the applicable OMB and RMB shall provide the parties with their respective final recommendations for the unresolved issue(s).
- 4.20 Within ten days of being informed of any issue under 4.19, DKFN or YKDFN may pursue the process set out in the applicable agreement with the GNWT or Parks Canada, as the context requires, to discuss the unresolved issue.
- 4.21 Upon receipt of recommendations under 4.17 or the 4.20 process concluding, LKDFN and Parks Canada or the GNWT, as the context requires, shall make a decision

within 30 days or, if they disagree on the decision, pursue the issue resolution process under the applicable establishment agreement.

Policies and Matters initially reviewed by the RMB

- 4.22 Except for policies reviewed in accordance with 4.14, other policies and matters in 2.2 shall initially be reviewed by the RMB. The policy or matter shall then be provided to the applicable OMB with the RMB's recommendations for that OMB's review and recommendations.
- 4.23 The process set out in 4.16 to 4.21 shall then occur.

5. Funding

- 5.1 All reasonable costs associated with the RMB shall be borne by the GNWT for the TPA and by Parks Canada for the NPR.
- 5.2 An initial budget will be developed by all Parties to fund the work of the RMB.

6. Meetings

- 6.1 The RMB will meet at least twice a year and shall convene meetings as required to comply with 4.4.
- 6.2 Materials will be distributed to RMB members at least thirty (30) days in advance of the meeting where they will be discussed, or as otherwise agreed.
- 6.3 Summary notes of each meeting will be developed and distributed to RMB members and the responsible parties.
- 6.4 RMB members will have reasonable opportunity to review and comment on draft meeting notes prior to distribution of final meeting notes to all parties.
- 6.5 The RMB may determine its own rules of procedure for meetings, provided such rules are consistent with this Terms of Reference.

APPENDIX H – REDACTED