

**AGREEMENT TO ESTABLISH
THAIDENE NENE TERRITORIAL PROTECTED AREA
BETWEEN
DENINU K'UE FIRST NATION
AND
THE GOVERNMENT OF
NORTHWEST TERRITORIES
AS REPRESENTED BY THE
MINISTER OF ENVIRONMENT AND NATURAL RESOURCES
("NORTHWEST TERRITORIES")**

RECITALS

WHEREAS the Crown entered into a treaty with the ancestors of the Deninu K'ue First Nation at Deninu K'ue in 1900;

WHEREAS section 35(1) of the *Constitution Act, 1982* states that "the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed";

WHEREAS the Parties are committed to reconciliation and a renewed relationship that recognizes the historic, present and future rights and interests of the Deninu K'ue First Nation within Thaidene Nënë Territorial Protected Area;

WHEREAS the Parties wish to ensure that Deninu K'ue First Nation members can continue to exercise their rights under section 35(1) of the *Constitution Act, 1982* within Thaidene Nënë Territorial Protected Area; and

WHEREAS the Parties wish to establish a management structure for Thaidene Nënë Territorial Protected Area that provides for Deninu K'ue's participation in strategic management decisions therein.

THEREFORE, the Parties wish to enter into this agreement to recognize and protect the interests of Deninu K'ue First Nation in Thaidene Nënë Territorial Protected Area:

1. DEFINITIONS

In this Agreement:

“Agreement” means this Agreement, including Schedules and Appendices;

“Akaitcho Process” means the negotiations currently underway between Canada, the Government of the Northwest Territories, the Yellowknives Dene First Nation, Deninu K’ue First Nation, and the Łutsël K’e Dene First Nation pursuant to a Framework Agreement concluded July 25, 2000;

“Chief” means the elected chief of the Deninu Kue First Nation;

“Conflict” means any disagreement arising between the Parties concerning the interpretation or scope of this Agreement or any alleged breach of this agreement;

“Dene Way of Life” means the evolving linkage and ongoing relationship between Deninu K’ue Dëne Dédliné and Thaidene Nënë;

“Deninu K’ue Dëne Dédliné” means a member of the Deninu K’ue First Nation or a person eligible for membership;

“Deninu K’ue First Nation” means the governing body of the Deninu K’ue Dëne Dédliné;

“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;

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

“Land and Resources Agreement” means a finalized modern day agreement negotiated between the, Deninu Kue First Nation , the Government of the Northwest Territories and Canada that is intended to be a government-to-government, treaty or land claim agreement within the meaning of s.35 of the *Constitution Act, 1982*, including any final agreement achieved under the Akaitcho Process;

“Management Plan” means the management plan developed for Thaidene Nënë;

“Parties” means the Deninu K’ue First Nation and the Government of the Northwest Territories, “Party” means one of them;

“Thaidene Nënë” means the area shown in Schedule “A” designated as a Protected Area under the *Protected Areas Act*, S.N.W.T, 2019, c.11;

“Thaidene Nënë Regional Management Board” means the body established pursuant to Part 8 of this Agreement; and

“Thaidene Nënë Regional Management Board Terms of Reference” means the terms of reference attached as Schedule “B”.

2. GENERAL PROVISIONS

- 2.1 This Agreement comes into effect on the Effective Date.
- 2.2 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*.
- 2.3 This Agreement will be interpreted and applied in a manner consistent with the recognition and affirmation of existing aboriginal and treaty rights in section 35 of the *Constitution Act 1982*, including any rights and benefits accorded to the Deninu K'ue First Nation under any Land and Resources Agreement.
- 2.4 If lands within Thaidene Nënë are recognized as aboriginal title lands in a Lands and Resource Agreement, such lands will be removed from Thaidene Nënë.
- 2.5 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.
- 2.6 The Parties will take all steps that are necessary to give full effect to the provisions of this Agreement.
- 2.7 Time is of the essence in this Agreement.

3. TRADITIONAL KNOWLEDGE

- 3.1 The Parties acknowledge Deninu K'ue First Nation heritage and culture and are committed to:
 - a) incorporating it into Thaidene Nënë management decisions;
 - b) protecting Deninu K'ue First Nation's traditional use and relationship with Thiadene Nënë; and

- c) recognizing Deninu K'ue First Nation's traditional use of and relationship to Thaidene Nënë in public documents.

3.2 Deninu K'ue Dëne Dédliné Knowledge

- 3.2.1 Any Deninu K'ue Dëne Dédliné knowledge shared with the GNWT, in whatever form, is and remains the sole property of the Deninu K'ue First Nation. No storage of, dissemination of, or other use of the Deninu K'ue Dëne Dédliné Knowledge is permitted, except as provided herein.
- 3.2.2 The GNWT is given a limited licence to use, maintain, store, duplicate, and utilize Deninu K'ue Dëne Dédliné knowledge shared with it by Deninu K'ue First Nation for the exclusive purpose of maintaining the continuity of Thaidene Nënë management and operational activities. Should the GNWT wish to use Deninu K'ue Dëne Dédliné knowledge for projects beyond the scope of Thaidene Nënë management and operations, prior written permission must be sought from the Deninu K'ue First Nation.

4. TRAINING AND EMPLOYMENT

- 4.1 The Parties intend that:
 - a) The GNWT Affirmative Action Policy as modified from time to time and any successor program will apply to hiring for all positions in Thaidene Nene Territorial Protected Area;
 - b) Employment opportunities in Thaidene Nene Territorial Protected Areas will be available to Deninu K'ue Dëne Dédliné;
 - c) GNWT will inform Deninu K'ue First Nation of job opportunities at its earliest opportunity; and
 - d) The Parties will collaborate to foster awareness of employment opportunities among Deninu K'ue First Nation members.
- 4.2 Staff with primary responsibility for Thaidene Nënë will be based in Łutsël K'e. Other staff positions for Thaidene Nënë may be stationed elsewhere.

5. BUSINESS INCENTIVE POLICY

- 5.1 Procurements undertaken primarily for Thaidene Nënë will be subject to the procurement policies of the Government of the Northwest Territories, including the Business Incentive Policy.

6. TOURISM AND CONSERVATION

- 6.1 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 XXXXXXXXXX over that period to assist Deninu K'ue First Nation to participate in the Thaidene Nënë Regional 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.

- 6.2 Within six month prior to the expiration of the funding set out above, the Parties will meet to develop a work plan to collaboratively identify further funding sources for economic and conservation opportunities related to Thaidene Nënë. The Parties may use the report entitled *Economic Impacts of Thaidene Nënë National and Territorial Parks on the Deninu K'ue First Nation, 2019* to assist in their discussions.

7. VISITOR EXPERIENCE

- 7.1 The Parties intend that opportunities for visitor experience will:
- a) be compatible with maintaining Ecological Integrity and Dene Way of Life.
 - b) be aimed at appreciating and understanding the relationship between the Akaitcho Dene First Nations, including Deninu K'ue First Nation, and Thaidene Nënë.

8. MANAGEMENT

- 8.1 The Parties will establish a Thaidene Nënë Regional Management Board that will make recommendations on the management of the Thaidene Nënë Territorial Protected Area in accordance with the Thaidene Nënë Regional Management Board Terms of Reference.
- 8.2 If Deninu K'ue First Nation wishes to initiate the process referred to in section 4.20 of the Thaidene Nënë Regional Management Board Terms of Reference, it shall do so by providing notice to ENR, Manager, Conservation Planning and Implementation. A discussion of the issue shall initially occur without delay between ENR, Manager, Conservation Planning and Implementation or a corresponding official within another department of the Government of the Northwest Territories, as applicable, and the Senior Administrative Officer of Deninu K'ue First Nation. If resolution of the issue of concern is not achieved to the satisfaction of Deninu K'ue First Nation through this discussion, the issue may be escalated without delay to a more senior level and, ultimately, to a meeting between the applicable minister and the Chief of Deninu K'ue First Nation. Following consideration of Deninu K'ue First Nation's views, a decision shall be made under section 4.21 of the Thaidene Nënë Regional Management Board Terms of Reference and Deninu K'ue First Nation will be provided with written reasons for the decision.
- 8.3 Deninu K'ue First Nation may raise any issue of concern that is outside of the scope of section 2.2 of the Thaidene Nënë Regional Management Board Terms of Reference by providing notice to ENR, Manager, Conservation Planning and Implementation. A discussion of the issue shall initially occur without delay between ENR, Manager, Conservation Planning and Implementation or a corresponding official within another department of the Government of the Northwest Territories, as applicable, and the Senior Administrative Officer of Deninu K'ue First Nation. If resolution of the issue of concern is not achieved to the satisfaction of Deninu K'ue First Nation through this discussion, the issue may be escalated without delay to a more senior level and, ultimately, to a meeting between the applicable minister and the Chief of Deninu K'ue First Nation.

9. CONFLICT RESOLUTION PROCESS

9.1 General

9.1.1 Any Conflict may at any time be resolved 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.

9.1.2 All information exchanged by the Parties under the Conflict resolution process provided for in section 9.2, 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.

9.2 Conflict Resolution Process

9.2.1 Notice

- a) In the event that a Conflict arises between the Parties, either Party may, within fifteen (15) days of the Conflict arising, give written notice to the other Party, describing the details of the Conflict and any requested or proposed remedy or resolution.
- b) Within thirty (30) days of the giving of notice under section 9.2.1(a), the Parties will meet informally to attempt in good faith to negotiate a resolution of the Conflict, and either Party may, if they deem it appropriate, seek the views of the Thaidene Nënë Regional Management Board concerning the Conflict.
- c) If the Conflict 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 Conflict.

9.2.2 Mediation

- a) In the event that a Conflict cannot be resolved within the thirty (30) calendar days, any disputing Party may request mediation. The Parties will agree on the appointment of a mediator. If the Parties are

unable to agree on a mediator, one will be selected by the Alternative Dispute Resolution Institute of Canada, or a similar body agreeable to both Parties, from a list comprised from at most two (2) candidates put forward by each Party. Each disputing Party will bear its own costs and pay equally all costs of the mediation.

9.2.3 Arbitration

- a) Conflicts between the Parties which have not been resolved through mediation under section 9.2.2 may be referred to arbitration under this section by either Party.
- b) The Parties will agree on the appointment of a single arbitrator for the Conflict.
- c) If the Parties are unable to agree to an arbitrator within fifteen (15) days of the conclusion of mediation under section 9.2.2, 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.
- d) Unless otherwise agreed, the arbitration will be conducted in accordance with the *Arbitration Act* S.N.W.T. 1988, c. A-5.
- e) The place of arbitration will be the Northwest Territories.
- f) 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.
- g) 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.
- h) 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.

- i) Unless the arbitrator decides otherwise, the Parties will each bear their own costs and pay equally all other costs of the arbitration.

9.2.4 Nothing in this Agreement prevents any disputing Party from commencing legal proceedings at any time. For greater certainty, a dispute about a proposed amendment to this Agreement is not subject to the process under section 9.2 of this Agreement.

10. REVIEW OF AGREEMENT

10.1 Within five (5) years of the Effective Date and subsequently at five (5) year intervals, the Parties will complete a review to determine whether the objectives and commitments of this Agreement are being achieved.

10.2 Recommendations pursuant to the review conducted under section 10.1 will be addressed to both Parties, and may include proposed amendments to this Agreement.

10.3 The GNWT will provide for the cost of any review under section 10.1.

10.4 Within ninety (90) days of the coming into force of any Land and Resources Agreement or any judicial declaration affecting Thaidene Nënë, the Parties will complete a joint review of that agreement or declaration to ensure that this Agreement is consistent with the Land and Resources Agreement or judicial declaration.

11. AMENDMENT

11.1 This Agreement can be amended only with the written consent of both Parties.

11.2 After completing a joint review under section 10.4, the Parties will amend this Agreement as necessary to ensure compliance with any Land and Resources Agreement or judicial declaration.

11.3 Within ninety (90) days of completing a review as per sections 10.1 and 10.2, the Parties will consider matters raised and may amend the Agreement.

12. TRANSITIONAL

- 12.1 Thaidene Nënë shall be established by August 30, 2019.
- 12.2 The Thaidene Nënë Regional Management Board shall be informally created within ninety days of the signing of this Agreement. The Thaidene Nënë Regional Management Board shall be formally created, through comprehensive regulations for Thaidene Nënë, within eighteen months of establishment of Thaidene Nënë.

13. INTERPRETATION OF AGREEMENT

- 13.1 Financial commitments by GNWT in this Agreement are subject to the appropriation of funds by the Legislative Assembly.
- 13.2 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.
- 13.3 If a provision of this Agreement is severed from the remainder of this Agreement pursuant to section 13.2, the Parties will make best efforts to negotiate a replacement for that provision consistent with the spirit and intent of this Agreement.
- 13.4 This Agreement enures to the benefit of and binds each Party and its successors and assigns.
- 13.5 The several Parts of this Agreement, including schedules and appendices, will be read together and interpreted as one Agreement.
- 13.6 The Recitals are intended to assist in the construction and interpretation of this Agreement.
- 13.7 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.

- 13.8 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.
- 13.9 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 GNWT:

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

For Deninu K'ue First Nation:

Senior Administrative Officer
Deninu Kue First Nation
Box 279
Fort Resolution, NT X0E 0M0
sao@dkfn.ca
Fax: (867) 394-5122

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.

**THIS ESTABLISHMENT AGREEMENT FOR
THAIDENE NENE TERRITORIAL PROTECTED AREA**

SIGNED IN LUTSEL K'E, NWT, THIS 21st DAY OF August 2019 BY:

For Deninu K'ue First Nation as represented by the Chief, Deninu K'ue First Nation:



Chief
Deninu K'ue First Nation



Witness

**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 B – Terms of Reference for Thaidene Nënë Regional Management Board

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 Nënë National Park Reserve (NPR) and Thaidene Nënë 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 Nënë Regional Management Board (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.