

*SAOYÚ-ÆEH DACHO NATIONAL HISTORIC SITE  
OF CANADA  
PROTECTED AREA AND COOPERATIVE MANAGEMENT AGREEMENT*

*SAOYÚ-ÆEHDACHO NATIONAL HISTORIC SITE OF CANADA PROTECTED AREA  
AND COOPERATIVE MANAGEMENT AGREEMENT*

*PREPARED IN ACCORDANCE WITH CHAPTER 17 OF THE SAHTU DENE AND METIS  
COMPREHENSIVE LAND CLAIM AGREEMENT AND STEP 6 OF  
THE NORTHWEST TERRITORIES PROTECTED AREAS STRATEGY*

**THE PARTIES**

THE DÉLINE LAND CORPORATION, a body corporate provided for in the SLCA and incorporated pursuant to the Canada Corporations Act, having its office in Déline, as represented by the President of the Corporation.

THE DÉLINE RENEWABLE RESOURCES COUNCIL, a society duly incorporated pursuant to the laws of the Northwest Territories, having its office in Déline, as represented by the Chair of the Council.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment for the purpose of the Parks Canada Agency ("Parks Canada").

**WHEREAS:**

- A. The Sahtu Heritage Places and Sites Joint Working Group nominated Saoyú-Æehdacho to the Historic Sites and Monuments Board of Canada for consideration as a national historic site.
- B. In 1998, the Minister responsible for the Parks Canada Agency declared Saoyú-Æehdacho to be a National Historic Site of Canada.
- C. The Site lies within the Settlement Area as defined in Chapter 2 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, which Parliament approved, gave effect to and declared valid in the Sahtu Dene and Métis Land Claim Settlement Act, S.C., 1994, c. 27 assented to on June 23, 1994.
- D. The Site is comprised of lands and water that are federal public property under the administration and control of the Minister of Indian and Northern Affairs and Sahtu owned lands and water under the administration and control of the Déline Land Corporation. More specifically, Her Majesty in Right of Canada owns the majority, approximately 80% of the surface and all subsurface lands, including the mines and minerals below the entire surface of the Site and the Déline Land Corporation owns the remaining surface lands, which are primarily located at the necks of the peninsulas.
- E. The Sahtu Dene and Métis Comprehensive Land Claim Agreement recognizes certain Sahtu rights and responsibilities within the Sahtu Settlement Area and thus within the Site.
- F. As evidenced in their Memorandum of Understanding dated March 11, 2007, Parks Canada, the Déline Land Corporation and the Déline First Nation acknowledged the importance of cooperatively managing the Site.
- G. Two important documents have been developed in relation to the Site:
  - (a) the Commemorative Integrity Statement Sahyoue (Grizzly Bear Mountain) Edacho (Scented Grass Hills) National Historic Site of Canada, dated 2004, and
  - (b) a document entitled One Trail: Facilitator's Report on Sahyoue and Edacho Directions-Confirming Workshop (November 8-10,05), dated December 17, 2005.

- H. By letter dated June 21, 2007 the Parks Canada Agency has confirmed its support for the key directions that have been set out in the One Trail Document, to the extent that these directions fall within the mandate of the Agency.
- I. The Déline Land Corporation, representing the participants, wishes to discharge those responsibilities set out in the Sahtu Dene and Metis Comprehensive Land Claim Agreement and the Register of Designated Sahtu Organizations established under Article 7.1.8 of that Agreement relating to Saoyú-Æehdacho National Historic Site of Canada, being a protected area under Chapter 17 of the Sahtu Dene and Métis Comprehensive Land Claim Agreement.
- J. The Parties have agreed that this Protected Area and Cooperative Management Agreement constitutes the Protected Area Agreement required by Article 17 of the Sahtu Dene and Métis Comprehensive Land Claim Agreement.
- K. This Agreement outlines the cooperative relationship the Parties wish to establish for the management of Saoyú-Æehdacho National Historic Site of Canada.

***NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:***

***1. INTERPRETATION***

***1.1 DEFINITIONS AND ABBREVIATIONS***

1.1.1 A term or phrase defined in the SLCA and used in the same context in this Agreement has, for the purposes of this Agreement, the same meaning as that set out in the SLCA.

1.1.2 Except where the context requires otherwise, for the purposes of this Agreement:

“Agreement” means this Saoyú-Æehdacho National Historic Site of Canada Protected Area and Cooperative Management Agreement;

“Archaeological Specimen” means an object, component of an object, a fragment or shard of an object, or a soil, botanical or other sample of archaeological interest;

“Board” means the Saoyú-Æehdacho Management Board established pursuant to Article 4 of this Agreement;

“Budget” means, subject to Parliamentary appropriation, the budget set aside for Saoyú-Æehdacho, including \$5,000,000 over five years plus \$700,000 per year thereafter, as provided for in the Memorandum of Understanding between the Déline Land Corporation, the Déline First Nation and Parks Canada, dated March 11, 2007, and whatever other funding Parliament may provide from time to time;

“Commemorative Integrity Statement” means the Commemorative Integrity Statement, Sahyoue (Grizzly Bear Mountain) Edacho (Scented Grass Hills) National Historic Site of Canada (2004), approved by the Déline Dene Band, now known as the Déline First Nation, the Déline Land Corporation and Parks Canada;

“Déline Business Organizations” means any business registered as a Déline business in the registry managed by the Déline Land Corporation;

“Heritage” and “Heritage of Saoyú-Æehdacho” mean all of the nationally-significant resources — both natural and human-made — and the associated values of Saoyú-Æehdacho, including:

- (a) the landscape and its ecological and commemorative integrity;
- (b) cultural and archaeological resources and their values in relation to Saoyú-Æehdacho; and
- (c) Sahtugot’ine Traditional Knowledge, including the oral history values of Saoyú-Æehdacho;

“Deline Manager” means a person appointed by the Deline Land Corporation and the Deline Renewable Resources Council to carry out certain management responsibilities on their behalf in Saoyú-Æhdacho;

“Management Plan” means a management plan prepared and approved in accordance with Article 4 of this Agreement;

“Minister” means the Minister responsible for the Parks Canada Agency;

“One Trail Document” means the report entitled One Trail: Facilitator’s Report on the Saoyou and Edacho Directions-Confirming Workshop (November 8-10,05) dated December 17, 2005;

“Parks Canada workplace in the Deline District” means a Parks Canada office in Deline or at Saoyú-Æhdacho;

“Parties” means the Deline Land Corporation, the Deline Renewable Resources Council, and Parks Canada;

“Sahtugot’ine” means “the people of Sahtu (Great Bear Lake)” and refers to participants enrolled on the Enrollment Register for the Deline District;

“Sahtugot’ine Traditional Knowledge” means that evolving body of Sahtugot’ine concepts, values, stories, cosmology, philosophy, law, ethics, and land use and resource management practices regarding Saoyú-Æhdacho;

“Saoyú-Æhdacho” and “Site” mean Saoyú-Æhdacho National Historic Site of Canada, the protected area established pursuant to this Agreement, Chapter 17 of the SLCA and applicable legislation;

“Slavey Language” means North Slavey spoken in the Deline District;

“SLCA” means the Sahtu Dene and Metis Comprehensive Land Claim Agreement;

“Superintendent” means the Parks Canada Field Unit Superintendent responsible for the Site.

“Visitor” means any person who enters Saoyú-Æhdacho other than:

- (a) a participant, or a member of his/her immediate family who is traveling with the participant;
- (b) an employee or contractor of the Deline Land Corporation or the Deline Renewable Resources Council acting within the scope of his or her employment or contract;
- (c) an employee or contractor of Parks Canada or other government department or agency acting within the scope of his or her employment or contract;
- (d) beneficiaries of other land claims agreements who have harvesting rights in Saoyú-Æhdacho recognized in accordance with Chapter 28 of the SLCA; and
- (e) a commercial operator who enters the Site for the purpose of carrying out a commercial operation.

## **1.2 NOT A LAND CLAIM AGREEMENT**

### **1.2.1 This Agreement:**

- (a) is a legally binding contract;
- (b) does not form part of the SLCA; and

- (c) is not intended to be a treaty or land claim agreement and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the Constitution Act, 1982.

**1.3 SUBJECT TO THE SLCA**

- 1.3.1 This Agreement is subject to the SLCA. Nothing in this Agreement shall be construed to abrogate or diminish any rights or benefits accorded to the Sahtu Dene and Metis under the SLCA.
- 1.3.2 This Agreement does not affect the special harvesting areas established by the SLCA or the exercise of participants' wildlife harvesting rights within these areas.

**1.4 HEADINGS**

- 1.4.1 Captions and headings used in this Agreement are intended solely for the convenience of the reader, and shall not affect the scope, intent or interpretation of this Agreement.

**1.5 TIME OF THE ESSENCE**

- 1.5.1 Time shall be of the essence in the performance of all provisions of this Agreement.

**1.6 JURISDICTION**

- 1.6.1 This Agreement shall be construed and governed in accordance with the laws of Canada and the Northwest Territories.

**1.7 ENUREMENT**

- 1.7.1 This Agreement shall enure to the benefit of and bind the Parties and their respective successors and assigns.

**1.8 WAIVER**

- 1.8.1 The failure of any Party to enforce any provision in this Agreement shall not constitute a waiver of such provision or affect the right of that or another Party to enforce such provision at a later date. If any Party does waive any provision in this Agreement, such waiver shall not be construed to be a further or continuing waiver of the provision. No waiver shall be deemed to have been given unless it has been given in writing.

**1.9 NOTICE**

- 1.9.1 All notices or other communications required or permitted to be given in this Agreement shall, unless otherwise provided for in this Agreement or by mutual consent of the Parties, be given in writing and delivered by mail, fax, or courier to the following persons and addresses:

- (a) to the Déline Land Corporation:

President  
Déline Land Corporation  
Box 156  
Déline, Northwest Territories, X0E 0G0

- (b) to the Déline Renewable Resources Council:

President  
Déline Renewable Resources Council  
Box 156  
Déline, Northwest Territories, X0E 0G0

(c) to Parks Canada:

Superintendent  
Parks Canada  
Box 1840  
Inuvik, Northwest Territories, X0E 0T0

or such other address or person as the Parties may advise in writing from time to time. Any notice or communication so given shall be deemed to have been received by the addressee on the day that it was delivered, or on the next business day if not delivered on a business day. If the notice or communication is sent by mail or courier, it shall be deemed to have been received by the addressee on the tenth business day after it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given on the first business day on which it was received.

## **1.10 SEVERANCE**

1.10.1 If any provision of this Agreement is invalid under any applicable law or is declared invalid by a court of competent jurisdiction, such provisions shall be deemed to have been severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect.

## **2. MANAGEMENT PRINCIPLES**

2.1 The Parties agree to cooperatively manage Saoyú-Æehdacho as a whole, so as preserve and protect its ecological and commemorative integrity, including the Heritage of the Sahtugot'ine.

2.2 In their management of Saoyú-Æehdacho, the Parties shall make all reasonable efforts to:

- (a) preserve, present and protect the Heritage of Saoyú-Æehdacho, including:
  - (i) the landscape and its ecological and commemorative integrity;
  - (ii) physical evidence of past human presence in Saoyú-Æehdacho; and
  - (iii) Sahtugot'ine Traditional Knowledge;
- (b) contribute to the cultural well-being of the community of Déline and provide for and support the exercise of ecologically-sustainable cultural practices on the part of the Sahtugot'ine, including:
  - (i) the exercise of participants' harvesting rights;
  - (ii) the Sahtugot'ine elders passing of Heritage on to the younger generations of Sahtugot'ine; and
  - (iii) the establishment and operation of teaching and healing camps at Saoyú-Æehdacho;
- (c) include Sahtugot'ine Traditional Knowledge in Saoyú-Æehdacho management decisions;
- (d) develop the capacity of the Sahtugot'ine and organizations to play a central role, with Parks Canada, in the operation and management of Saoyú-Æehdacho;
- (e) develop public and Visitor awareness, appreciation and understanding of Saoyú-Æehdacho and of the relationship between the Sahtugot'ine and the land; and
- (f) develop mutual respect among all users of Saoyú-Æehdacho, and make all reasonable efforts to ensure that Visitors respect Sahtugot'ine cultural practices in Saoyú-Æehdacho.

- 2.3 More specifically, in managing Saoyú-Æehdacho, the Parties agree to follow the following principles:
- (a) the Commemorative Integrity Statement and the One Trail Document shall be the primary sources of direction for the planning, operation and management of Saoyú-Æehdacho, to the extent that the key directions set out in these documents fall within the mandates of the Parties;
  - (b) when it is developed and approved, the Management Plan shall be a further primary source of direction for the operation and management of Saoyú-Æehdacho;
  - (c) the Commemorative Integrity Statement and the One Trail Document do not in themselves either make commitments to or prohibit specific actions, projects or programs;
  - (d) the development and implementation of specific actions, projects and programs shall be subject to the appropriation of funds by the Parliament of Canada, and to the approval of program and project budget levels; and
  - (e) nothing in this Agreement shall fetter or limit or be deemed to fetter or limit the authority of any Party as set out in the SLCA and applicable legislation and by-laws.

### 3. **PERMANENT PROTECTION OF CROWN-OWNED PORTION OF SAOYÚ-ÆEHDACHO**

- 3.1 Parks Canada shall work cooperatively with the Department of Indian and Northern Affairs to transfer the administration of the surface lands of the Crown owned portion of Saoyú-Æehdacho to the Minister of the Environment (Parks Canada).
- 3.2 The Parties shall work cooperatively with the Department of Indian and Northern Affairs in ensuring the permanent protection of the subsurface of Saoyú-Æehdacho, including the mines, the minerals, the petroleum and the gas below the entire surface of the Site, through an order in council to be made pursuant to the Territorial Lands Act withdrawing the subsurface rights to those lands from disposal. This order in council, which shall not have an expiry date, is to be in effect before the expiry of the Order Respecting the Withdrawal from Disposition of Certain lands in the Northwest Territories (Sahoyúé- ?ehdacho) (Grizzly Bear Mountain and Scented Grass Hills), National Historic Site, N.W.T.) (SI-2005-113).
- 3.3 For greater certainty, the order in council referred to in section 3.2 withdrawing the subsurface rights from disposal shall also apply to the disposition of substances or materials under the Territorial Quarrying Regulations.
- 3.4 Parks Canada shall take the necessary measures to recommend an amendment to the National Historic Sites of Canada Order to include Saoyú-Æehdacho National Historic Site of Canada in the Schedule of that Order.
- 3.5 Saoyú-Æehdacho shall be known as Saoyú-Æehdacho National Historic Site of Canada.

### 4. **SAOYÚ-ÆEHDACHO COOPERATIVE MANAGEMENT BOARD**

- 4.1 The Parties shall cooperate in carrying out their respective management responsibilities in Saoyú-Æehdacho, as set out in sections 4.2 through 4.15 below.
- 4.2 Within six months of signing this Agreement, the Parties shall establish the Saoyú-Æehdacho Management Board.
- 4.3 The Board shall consist of six members, appointed as follows:
- (a) the Déline Land Corporation shall appoint two members, including one Sahtugot'ine elder appointed in consultation with the Déline First Nation;
  - (b) the Déline Renewable Resources Council shall appoint one member; and

- (c) Parks Canada shall appoint three members.
- 4.4 Board members shall be appointed for a term not exceeding three years, and they may be re-appointed at the end of their term. Members may be removed for cause by the Party that appointed them.
- 4.5 The Déline Land Corporation and Parks Canada shall each designate one of their members as a co-chairperson of the Board, and the co-chairpersons shall be jointly responsible for calling and conducting the meetings of the Board.
- 4.6 A quorum for Board meetings shall consist of at least four members of the Board, including at least one of the two co-chairs, at least two of the three members appointed by the Déline Land Corporation and the Déline Renewable Resources Council, and at least two of the three members appointed by Parks Canada.
- 4.7 The Board shall make its decisions by consensus.
- 4.8 For greater certainty, the Board's decisions shall constitute recommendations to the Parties within their respective areas of responsibility in Saoyú-Æehdacho. Final decisions shall rest with the Parties, as set out in the SLCA and applicable enactments and by-laws.
- 4.9 The Board shall determine and make publicly available its procedures. These procedures shall specifically address Sahtugot'ine youth participation during Board meetings.
- 4.10 Subject to section 4.11, the Déline Manager and the Superintendent shall attend and participate in all meetings of the Board, Board meetings shall be open to the public, and the Board shall meet in person.
- 4.11 The Board shall provide, in its procedures, for those exceptional circumstances in which:
- (a) the Déline Manager and the Superintendent may elect to participate in Board meetings by teleconference, or be represented by an authorized designate;
  - (b) the Board may itself elect to meet by teleconference; and
  - (c) the Board may elect to meet in camera.
- 4.12 Parks Canada shall, when a request is made in a timely fashion, make best efforts to arrange for oral translation into the Slavey Language of Board meetings and other cooperative management meetings associated with Saoyú-Æehdacho.
- 4.13 The Parties shall make all reasonable efforts to make final decisions on the management of Saoyú-Æehdacho by consensus. To achieve this objective, they agree as follows:
- (a) the Parties shall refer all matters affecting the management of Saoyú-Æehdacho to the Board;
  - (b) the Parties shall disclose and, on request, provide copies of all non-confidential information (including data, studies and other documents) relevant to Board deliberations, subject to the application of access to information and privacy legislation;
  - (c) Board members shall be responsible for consulting their appointing Parties, bringing the interests of these Parties to Board meetings, and reporting back to their appointing Parties following Board meetings;
  - (d) the Board, the Déline Manager and the Superintendent shall make all reasonable efforts to come to a consensus on matters before the Board;
  - (e) the Déline Manager shall represent the Déline Land Corporation and the Déline Renewable Resources Council in matters before the Board, and the Superintendent shall represent Parks Canada in matters before the Board;
  - (f) the Déline Manager and the Superintendent may, as appropriate, refer Board recommendations to their superiors for their decision(s);



- (g) if the Board, the Deline Manager and the Superintendent are unable, after a reasonable period of time, to come to a consensus on any matter before the Board, the Board may put off any recommendation on the matter until a future time. In that event, however, the Deline Manager and the Superintendent may elect to refer the matter (and any Board recommendation, if the Board has been able within itself to come to a consensus) to their superiors, for their superiors' decision in accordance with section 4.8 above;
- (h) if the Deline Manager's and the Superintendent's superiors are unable to come to a consensus on a matter or Board recommendation referred to them pursuant to (g) above, they may agree to employ a mutually-acceptable mediator to aid in their resolution of the matter or, alternatively, they may agree to disagree and make their respective final decisions in accordance with section 4.8 above; and
- (i) for greater certainty, the Parties shall not be prevented from making a final decision and acting, within their respective areas of responsibility, in the case of an emergency or where a decision on a matter has been put off pursuant to (g) above.

4.14 The Board may advise the Parties on all aspects of the management of Saoyú-Æehdacho, including how to give effect to the several principles of this Agreement as set out in Article 2 above, and the broad allocation of the Budget.

4.15 Without limiting the generality of section 4.14, the Board shall:

(a) as soon as is reasonably possible, oversee the preparation of and recommend the Management Plan for Saoyú-Æehdacho to the Parties, for their approval in accordance with section 4.8 above; and

(b) as required, oversee the periodic review of the Management Plan and, as required, recommend an amended Management Plan to the Parties.

## 5. *PROTECTING AND SUPPORTING HERITAGE*

### 5.1 *ADVICE FROM THE MANAGEMENT BOARD*

5.1.1 The Board may advise the Parties on how to give effect to the management principles regarding Heritage set out in Article 2.

5.1.2 Without limiting the generality of section 5.1.1, the Board may advise the Parties on:

- (a) any further collection, inventory and research work, including Sahtugot'ine Traditional Knowledge and archaeological research, which would help to ensure the protection and vitality of Heritage;
- (b) the protection of Heritage, including protection through public education and the Management Plan for the Saoyú-Æehdacho;
- (c) Parks Canada legislation, regulations and policies affecting Heritage;
- (d) general terms and conditions to be attached to Heritage research permits within Saoyú-Æehdacho;
- (e) the use and retention of Heritage for interpretive and educational programs;
- (f) the translation into the Slavey Language of information produced by Parks Canada regarding Saoyú-Æehdacho;
- (g) information to be included on the Parks Canada internet web site to inform the public of Saoyú-Æehdacho and the Heritage of Saoyú-Æehdacho; and
- (h) the publication of materials relating to Heritage.

**5.2. CONSULTATIONS**

- 5.2.1 Parks Canada and the Déline Land Corporation shall consult each other when developing plans or guidelines or before proposing initiatives respecting the protection and management of Heritage.
- 5.2.2 Decisions and policies regarding the protection and management of Heritage shall take into account the cultural values of the Sahtugot'ine.

**5.3. CONSULTATION BEFORE REMOVAL OF HERITAGE**

- 5.3.1 Parks Canada and the Déline Land Corporation shall consult each other before either Party:
- (a) approves the removal of any Heritage, including Archaeological Specimens, from Saoyú-Æehdacho; and
  - (b) starts any study on Heritage.

**5.4 RESEARCH PERMITS**

- 5.4.1 All permits for Heritage research in Saoyú-Æehdacho shall include a requirement that the researcher prepare and provide to the Parties a plain language summary of the results of the research in English and the Slavey Language.

**5.5 EMERGENCIES**

- 5.5.1 Parks Canada may act in an emergency with respect to removal of Heritage located within the Crown land portion of Saoyú-Æehdacho without prior consultation with the Déline Land Corporation, but shall advise the Déline Land Corporation as soon as practicable thereafter.
- 5.5.2 The Déline Land Corporation may act in an emergency with respect to removal of Heritage located within the Sahtu portion of Saoyú-Æehdacho without prior consultation with Parks Canada, but shall advise Parks Canada as soon as practicable thereafter.

**5.6 RECOGNITION OF HERITAGE**

- 5.6.1 In the operation and management of Saoyú-Æehdacho, the Parties and the Board shall make appropriate recognition of Heritage. Without limiting the generality of the foregoing, Parks Canada and the Déline Land Corporation shall, in consultation with the Board and Sahtugot'ine elders:
- (a) design and implement a Heritage research strategy which shall address, among other matters, the treatment of culturally sensitive and confidential information; and
  - (b) design and implement a strategy to pass Heritage from Sahtugot'ine elders to Sahtugot'ine youth.

**5.7 VISITOR EXPERIENCE**

- 5.7.1 The Board shall advise the Parties on a registration and orientation process, including policy and regulatory options, in order to enhance Visitor experience, promote respect for participant rights, inform Visitors of Heritage and address public safety concerns.
- 5.7.2 The Parties shall encourage Visitors to register and receive a Heritage orientation in Déline prior to entering Saoyú-Æehdacho. The orientation shall inform Visitors of:
- (a) Sahtugot'ine aspirations, as set out in the One Trail Document,
  - (b) the Commemorative Integrity Statement;

- (c) the need to protect Heritage; and
- (d) the means by which they can protect Heritage through their actions at Saoyú-Æehdacho.

5.7.3 Parks Canada shall endeavor to inform prospective Visitors and commercial operators to Saoyú-Æehdacho of the Site's protected status, by using means that may include:

- (a) Visitor information and trip planning information on the Saoyú-Æehdacho web page;
- (b) the development of an information brochure to be made available through regional tourist information centres and as a mail-out to prospective Visitors;
- (c) information posted at gateway airports (Norman Wells, Déline, and Yellowknife);
- (d) information provided to regional charter aircraft companies; and
- (e) information provided to regional licensed boat operators and other tourism outfitters.

5.7.4 For greater certainty, as provided in Article 21 of the SLCA, Visitors and commercial operators may only enter the Sahtu portion of the Site with the agreement of the Déline Land Corporation.

5.7.5 The Déline Land Corporation recognizes that as a national historic site, Saoyú-Æehdacho is to be accessible to the public and accordingly, the Déline Land Corporation shall not unreasonably withhold its agreement.

## 5.8 *EDUCATION*

5.8.1 The Parties shall promote public awareness, appreciation and understanding of all aspects of Heritage, consistent with the policies recommended by the Board and approved by the Déline Land Corporation and Parks Canada. Heritage shall be promoted in consultation with the Board by using means that include but are not limited to:

- (a) the development of web pages on Saoyú-Æehdacho hosted on the Parks Canada internet site, which shall include a link to Déline Business Organizations related to Saoyú-Æehdacho;
- (b) the development of interpretive and outreach programs including school-based programs and teacher resource materials to be made available nationwide through the Parks Canada internet site; and
- (c) promotion through mass media where opportunities occur.

## 5.9 *CULTURAL CAMPS*

5.9.1 In support of the Heritage of Saoyú-Æehdacho, the Déline Land Corporation shall, each year, host a cultural camp or gathering in Saoyú-Æehdacho or in Déline. The Board shall advise the Parties on the parameters of such camps or gatherings, including opportunities for education and outreach by Parks Canada.

## 5.10 *INTELLECTUAL PROPERTY RIGHTS*

5.10.1 Any intellectual property rights or aspects relating thereto that may arise as a result of the Parties' obligations as set out in this Agreement shall be addressed to the satisfaction of the Parties when a proposal is made for research or other work in connection with the collection, documentation or publication of Heritage. Parks Canada shall act in accordance with government policy and legislation, as they exist from time to time.

## 5.11 *REMOVAL OF SPECIMENS*

5.11.1 Subject to section 5.3, Archaeological Specimens located in the Crown land portion of Saoyú-Æehdacho may be removed from Saoyú-Æehdacho by Parks Canada for resource management purposes, and shall be held in trust by Parks Canada for the Déline Land Corporation, subject to an agreement to be negotiated and entered into by Parks Canada and the Déline Land Corporation within five years of the signing of this Agreement. Upon removal of such Archaeological Specimens and following a reasonable request by the Déline Land Corporation, Parks Canada shall deliver any such Archaeological Specimens to a facility designated by the Déline Land Corporation, provided that the facility shall allow public access to the Archaeological Specimens, and that it observes at least the generally recognized standards for the care, handling and conservation of Archaeological Specimens. No Archaeological Specimens shall be subject to sampling or investigative methodology that may destroy, modify or otherwise alter their character without the written consent of the Déline Land Corporation.

5.11.2 Subject to section 5.3, Archaeological Specimens located in the Sahtu land portion of Saoyú-Æehdacho may be removed from Saoyú-Æehdacho by the Déline Land Corporation for resource management purposes. Upon removal of such Archaeological Specimens the Déline Land Corporation shall deliver any such Archaeological Specimens to a facility designated by the Déline Land Corporation, provided that the facility shall allow public access to the Archaeological Specimens, and that it observes at least the generally recognized standards for the care, handling and conservation of Archaeological Specimens. No Archaeological Specimens shall be subject to sampling or investigative methodology that may destroy, modify or otherwise alter their character without the written consent of Parks Canada.

## **5.12 CONSENT BEFORE REMOVAL**

5.12.1 Parks Canada shall not remove from Saoyú-Æehdacho any chattel that is the property of a living participant, or take other measures in respect of the chattel, unless the participant provides his or her consent in writing. The Déline Land Corporation, in consultation with the Déline Renewable Resources Council, may assist in identifying the responsible participant, in obtaining the consent of that participant, and may assist the participant to remove the chattel if appropriate, but shall not be obliged to do so. Within the Crown land portion of Saoyú-Æehdacho, Parks Canada may remove the chattel or take other measures in the interest of conservation or public safety, without the consent of the participant, provided that Parks Canada endeavors to inform the participant as soon as practicable thereafter.

## **5.13 USE OF SLAVEY LANGUAGE**

5.13.1 To the extent practicable, the Parties shall use traditional Sahtugot'ine names in the cooperative management of Saoyú-Æehdacho, in the Parks Canada workplace in the Déline District, and in all written (including electronic), audio and video information produced by them to inform the public about Saoyú-Æehdacho.

5.13.2 Parks Canada shall, taking into consideration the advice of the Board, translate and make available in the Slavey Language, public information targeted to the community of Déline and documents critical to the cooperative management of Saoyú-Æehdacho. For greater certainty, this may include employment notices and advertisements, information on Parks Canada's web page for Saoyú-Æehdacho, invitations to Parks Canada public information meetings, materials for school programs in Déline and the Management Plan.

## **5.14 RECOGNITION OF PARTICIPANTS' HARVESTING RIGHTS**

5.14.1 Parks Canada shall, where appropriate, make every reasonable effort to expressly recognize, in policies, public information and other materials relating specifically to Saoyú-Æehdacho, participants' rights as set out in the SLCA.

## **6. CAPACITY DEVELOPMENT**

6.1 The Board may advise the Parties on how to give effect to the capacity development principles set out in Article 2 above.

- 6.2 Without limiting the generality of section 6.1, the Board may advise the Parties on:
- (a) developing the capacity of Sahtugot'ine youth to play a central role, with Parks Canada, in the future operation and management of Saoyú-Æehdacho;
  - (b) developing the capacity of the Déline Land Corporation and the Déline Renewable Resources Council to play a central role, with Parks Canada, in the cooperative operation and management of Saoyú-Æehdacho, including patrols, monitoring, enforcement, research and cultural programs;
  - (c) developing the capacity of the Déline Manager to fulfill the evolving responsibilities of the Déline Manager position;
  - (d) developing the capacity of Sahtugot'ine to be employed as Parks Canada staff, including employment as the Site manager for Saoyú-Æehdacho; and
  - (e) developing the capacity of the Sahtugot'ine and Déline Business Organizations to take advantage of business opportunities related to Saoyú-Æehdacho including, but not limited to tourism.
- 6.3 The Board shall advise the Parties on the preparation, implementation and periodic amendment of an ongoing capacity development plan (the "Capacity Plan") for Saoyú-Æehdacho.
- 6.4 The purposes of the Capacity Plan shall be to:
- (a) enhance the capacity of the Sahtugot'ine and Déline Business Organizations to take full advantage of and to play a central role, with Parks Canada, in the operation of Saoyú-Æehdacho;
  - (b) enhance the capacity of the Déline Land Corporation and the Déline Renewable Resources Council to take full advantage of and to play a central role, with Parks Canada, in the cooperative operation and management of Saoyú-Æehdacho; and
  - (c) ensure a strong relationship between the Déline Land Corporation, the Déline Renewable Resources Council and Parks Canada in the cooperative operation and management of Saoyú-Æehdacho.
- 6.5 As an important first step in developing the Capacity Plan, Parks Canada shall, on the advice of the Board and within two years of signing the Agreement, hire an independent consultant to prepare the Capacity Plan. The consultant shall work closely with the Board and be selected by, instructed by, report to and be evaluated by the Parties.
- 6.6 The Capacity Plan shall include:
- (a) recommendations to enhance the capacity of Déline Land Corporation and the Déline Renewable Resources Council to play a central role, with Parks Canada, in the cooperative management of Saoyú-Æehdacho;
  - (b) a prioritized list of potential business opportunities related to Saoyú-Æehdacho and its surrounding area that could be developed and implemented by the Sahtugot'ine and Déline Business Organizations;
  - (c) measures to address obstacles facing the Sahtugot'ine and Déline Business Organizations, including lack of training, infrastructure, and capital for businesses;
  - (d) recommendations on the preparation and implementation of business plans; and
  - (e) recommendations on benchmarking and measuring the success of capacity development initiatives.
- 6.7 The Board shall be responsible for coordinating the preparation of the Capacity Plan, a review of its implementation every five years, and an updating of the Capacity Plan every ten years.

- 6.8 Parks Canada shall work with the Board and the Parties to identify employment and contracting possibilities related to Saoyú-Æehdacho and in Déline, pending the completion of the Capacity Plan.
- 6.9 Parks Canada shall make reasonable efforts to give Board members and employees and board members of the Déline Land Corporation and the Déline Renewable Resources Council access, at nominal charge, to Parks Canada training programs and conferences that would enhance the capacity of these individuals to perform their duties in relation to the operation and management of Saoyú-Æehdacho.

## **7. PUBLIC SECTOR POSITIONS**

### **7.1 SLAVEY LANGUAGE**

- 7.1.1 The Parties recognize the need to encourage the use of the Slavey Language in the Parks Canada workplace in the Déline District.
- 7.1.2 To achieve the goals of section 7.1.1, Parks Canada shall implement the following measures in the Parks Canada workplace in the Déline District:
- (a) Parks Canada employees shall be encouraged to learn and to use the Slavey Language; and
  - (b) proficiency in the Slavey Language shall be a consideration in hiring and advancement for Parks Canada positions.

### **7.2 HIRING POLICY**

- 7.2.1 Parks Canada shall seek the advice of the Déline Land Corporation concerning recruitment for Parks Canada positions in the Déline District, the Superintendent's position and those positions in the Western Arctic Field Unit with significant duties related to Saoyú-Æehdacho, including advice concerning:
- (a) policies or procedures for staffing a vacant or new position;
  - (b) the methods used to advertise a vacant or new position, including the geographic area within which to advertise;
  - (c) hiring criteria or qualifications for a vacant or new position;
  - (d) the weight assigned to hiring criteria; and
  - (e) a draft job description or statement of qualifications for a vacant or new position.
- 7.2.2 Parks Canada shall give special consideration to the following when establishing hiring criteria and qualifications for the positions referred to in section 7.2.1.
- (a) knowledge of Sahtugot'ine culture, society, and economy;
  - (b) knowledge of the SLCA;
  - (c) familiarity with this Agreement, the Commemorative Integrity Statement and the One Trail Document;
  - (d) fluency in the Slavey Language;
  - (e) knowledge of Saoyú-Æehdacho and its surrounding area;
  - (f) community awareness; and
  - (g) relevant northern experience.
- 7.2.3 Parks Canada shall invite a Déline Land Corporation appointee to the Board or, failing that, a representative of the Déline Land Corporation to participate in the

hiring process for positions referred to in section 7.2.1. Such participation shall, at a minimum, include the following:

- (a) involvement in the preparation of interview questions; and
- (b) participating in any hiring interviews and selection panels.

7.2.4 Subject to applicable employment legislation, if Parks Canada recruits to fill any Parks Canada positions referred to in section 7.2.1, it shall give preference to participants that meet the qualifications for the position.

7.2.5 Parks Canada shall make best efforts to offer apprenticeships or other student job opportunities to qualified participant students and participant youth.

### 7.3 *TRAINING*

7.3.1 To facilitate the advancement of participants in employment in the Parks Canada workplace in the Déline District and the Western Arctic Field Unit and to enhance the realization of the principles of this Agreement, each manager who is responsible for a participant employee shall develop and review on an annual basis with that employee a learning and development plan that considers the principles of this Agreement and that includes but is not limited to:

- (a) specific training to enhance skills required for the employee's position;
- (b) the employee's short term and long term career goals and target positions;
- (c) training available to assist the employee to achieve his or her career goals; and
- (d) continuing education opportunities and educational leave.

7.3.2 When Parks Canada provides any training that forms part of a participant employee's learning and development plan, it will do so in consultation with the employee in a manner that reasonably accommodates the employee's needs and cultural values as a participant. Means which may be used to achieve this end include the following:

- (a) providing instruction in the Slavey Language;
- (b) providing mentoring programs; and
- (c) taking into account Sahtugot'ine culture and lifestyle.

### 7.4 *LEAVE FOR TRADITIONAL AND CULTURAL ACTIVITIES*

7.4.1 For greater certainty, subject to operational requirements of the workplace, participant employees in the Parks Canada workplace in the Déline District shall be allowed to take leave as provided for in the collective agreement, as amended from time to time, for the exercise of traditional and cultural activities.

### 7.5 *REPRESENTATIVE LEVEL OF EMPLOYMENT*

7.5.1 Parks Canada shall make best efforts to attain a representative level of participant employment in the Parks Canada workplace in the Déline District.

## 8. *FACILITIES, EXHIBITS AND SIGNAGE*

8.1 For the purposes of this Article, "Needs Assessment Study" means the 2008 Needs Assessment Study prepared by Inukshuk Planning and Development Ltd., which the Parties expect Inukshuk Planning and Development Ltd. to complete by August 31, 2008.

8.2 The Parties agree on the need for facilities, exhibits and signage at appropriate locations in Saoyú-Æehdacho, as well as for a multipurpose facility in Déline, for the

purposes set out in section 8.3 below. The Parties shall work collaboratively to plan and develop such facilities, exhibits and signage, guided by the advice of the Board, the results and recommendations of the Needs Assessment Study, and other relevant information.

8.3 Any facilities, exhibits and signage at Saoyú-Æehdacho and any Saoyú-Æehdacho-related facility developed in Déline shall contribute to the realization of the principles in Article 2 of this Agreement and to the Parties common goals for Saoyú-Æehdacho including:

- (a) teaching and the transmission of Sahtugot'ine Traditional Knowledge from Sahtugot'ine elders to the younger generation of Sahtugot'ine;
- (b) healing;
- (c) the presentation and communication of Sahtugot'ine culture to the Sahtugot'ine, other Déline residents, Visitors and others not able to visit Saoyú-Æehdacho;
- (d) the expression and strengthening of Sahtugot'ine culture;
- (e) Heritage protection, including archiving of selected elements of Heritage; and
- (f) administration, offices and a meeting place.

8.4 Facility development in Déline related to Saoyú-Æehdacho shall be planned, designed and sited to complement other related facilities in the community.

8.5 The Parties acknowledge that the development of facilities in Déline and at Saoyú-Æehdacho may require funding in addition to the Budget. They shall cooperate in seeking any such external supplementary funding, and they shall seek to work collaboratively with other federal government departments, the Government of the Northwest Territories, and the private and non-profit sectors with a view to developing such facilities within five years of signing of this Agreement, or as otherwise agreed by the Déline Land Corporation and Parks Canada.

## **9. CONTRACT PRIORITY**

### **9.1 AWARDING OF CONTRACTS**

9.1.1 Awarding of Parks Canada contracts related to Saoyú-Æehdacho pursuant to this Article shall be dependent upon Déline Business Organizations meeting the required terms and conditions of the contract and providing the capacity, capability and expertise to supply the goods and services in a competitive manner.

### **9.2 INTERNATIONAL TRADE AGREEMENTS**

9.2.1 The government procurement obligations of the North American Free Trade Agreement (NAFTA) and the World Trade Organization Agreement on Government Procurement do not apply to contracts awarded pursuant to Article 9 of this Agreement, provided that Déline Business Organizations qualify as "minority businesses" under these agreements.

### **9.3 LIST OF DÉLINE BUSINESS ORGANIZATIONS**

9.3.1 The Déline Land Corporation shall prepare and maintain a comprehensive list of Déline Business Organizations (the "Déline Business List"). The Déline Business List shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential government contracts related to Saoyú-Æehdacho. The Déline Land Corporation shall ensure that the Déline Business List is provided to the Superintendent.

### **9.4 USE OF DÉLINE BUSINESS LIST**



- 9.4.1 Parks Canada shall use the Déline Business List for purposes of soliciting bids from Déline Business Organizations, but this shall not restrict the ability of any Déline Business Organization to submit bids for government contracts in accordance with the bid invitation process where bids are invited by public notice.

## **9.5 MEASURES TO ASSIST DÉLINE BUSINESS ORGANIZATIONS**

9.5.1 In the planning of government contracts related to Saoyú-Æehdacho, Parks Canada shall take all reasonable measures to provide opportunities to qualified Déline Business Organizations to compete for and obtain such contracts. Parks Canada shall consider, but not necessarily be limited to, the following measures with particular regard to Déline Business Organizations located in the Sahtu:

- (a) providing, on the request of the Déline Land Corporation, reasonable assistance in familiarizing Déline Business Organizations with the contracting procedures of government;
- (b) setting the date, location and terms and conditions for bidding so that Déline Business Organizations may reasonably bid;
- (c) inviting bids by commodity groupings to permit smaller and more specialized Déline Business Organizations to bid;
- (d) permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized Déline Business Organizations to bid;
- (e) designing construction contracts in a way so as to increase the opportunity for smaller and more specialized Déline Business Organizations to bid; and
- (f) specifying skill requirements consistent with, but no greater than, the needs of the contract.

## **9.6 ABORIGINAL BUSINESS PROCUREMENT POLICY AND INCENTIVES**

9.6.1 Prior to inviting bids by public notice for contracts related to Saoyú-Æehdacho, Parks Canada shall implement the Aboriginal Business Procurement Policy and Incentives (Contracting Policy Notice 1996-2) with the intent to maximize opportunities for Déline Business Organizations to be awarded Parks Canada contracts related Saoyú-Æehdacho.

## **9.7 FACTORS IN BID EVALUATION**

9.7.1 To the extent permitted by laws of general application and government contracting policies, the following factors shall be reflected in the bid evaluation criteria established by Parks Canada for the awarding of Parks Canada contracts related to Saoyú-Æehdacho:

- (a) the employment of Sahtugot'ine labour and services, and the engagement of Sahtu suppliers, particularly from Déline;
- (b) the undertaking of commitments with respect to on-the-job training and skills development for participants, particularly from Déline; and
- (c) the location of head offices, administrative offices, and other facilities in the Sahtu Settlement Area, and particularly in Déline.

## **9.8 NO AVAILABLE SUPPLIERS**

9.8.1 Where, after considering known available suppliers, including those on the list of Déline Business Organizations, the Superintendent determines that there are no qualified suppliers, or where bid solicitation is inconsistent with the SLCA or laws of general application, Parks Canada may proceed to invite bids by public notice in accordance with section 9.9.1.

**9.9** *INVITING BIDS FOR CONTRACTS BY PUBLIC NOTICE*

9.9.1 When inviting bids by public notice for Parks Canada contracts related to Saoyú-Æehdacho:

- (a) Parks Canada shall take reasonable measures to inform Deline Business Organizations of such bid invitations and to provide Deline Business Organizations with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures shall include the measures referred to in section 9.5.1;
- (b) where Parks Canada intends to invite bids for contracts related to Saoyú-Æehdacho, the bid invitation process shall take into account the bid evaluation criteria contained in section 9.7.1; and
- (c) where a contract has been awarded in accordance with the provisions of section 9.9.1, Parks Canada shall take reasonable measures to ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

**9.10** *EQUIVALENT BENEFIT*

9.10.1 In the event that the Aboriginal Business Procurement Policy and Incentives is no longer in effect, the Parties shall negotiate an amendment to this Agreement that is as favourable to Deline Business Organizations as that Policy.

**9.11** *ADVICE ON IMPLEMENTATION*

9.11.1 The Board may advise the Parks Canada and the Deline Land Corporation on the implementation of this Article.

**10.** *PRIORITY FOR BUSINESS LICENCES RELATED TO COMMERCIAL ACTIVITIES*

**10.1** *BUSINESS LICENCES AND COMMERCIAL ACTIVITIES*

For the purposes of this Article:

“business licence” means a licence, permit or other authorization that allows a person to carry on a commercial activity within the Crown owned portion of Saoyú-Æehdacho;

“commercial activities” refers to the activities referred in section 17.2.8 of the SLCA namely: outfitting, guiding and naturalist commercial activities, including tourist establishments related to such activities and facilities for the manufacture or sale of handicrafts within the Crown-owned portion of Saoyú-Æehdacho. These activities shall be conducted in accordance with legislation affecting such activities. A business licence and licence fee may be required to engage in such activities; and

“Designated Sahtu Organization” means the Deline Land Corporation or any other Sahtu Organization designated in accordance with Article 7.1.1 of the SLCA for exercising the right of first refusal under Article 17.2.8 of the SLCA, as the case may be.

**10.2** *RIGHT OF FIRST REFUSAL*

10.2.1 To the extent that a business licence is required in order to carry out commercial activities on the Crown-owned portion of Saoyú-Æehdacho, the Designated Sahtu Organization shall have the right of first refusal to any new Parks Canada licences to carry on such activities as provided for in Article 17.2.8 of the SLCA.

10.3 *PROCEDURE FOR RIGHT OF FIRST REFUSAL*

10.3.1 Upon receipt of an application by a non-participant for a business licence to carry on a commercial activity on the Crown-owned portion of Saoyú-Æehdacho, the following procedure shall apply:

- (a) The Superintendent shall:
  - (i) promptly provide the Designated Sahtu Organization with a written notice that an application has been received, together with a short description of the nature of the activity proposed and, in general terms, the geographical location of the proposed activity; and
  - (ii) advise the original applicant in writing that its application will be processed subject to and in accordance with the right of first refusal procedure contained in this section.
- (b) The Designated Sahtu Organization shall have thirty (30) days from the date notice is received pursuant to paragraph 10.3.1(a)(i) to advise the Superintendent in writing that it is exercising its right of first refusal under Article 17.2.8 of the SLCA;
- (c) If the Designated Sahtu Organization advises the Superintendent in writing that it is not exercising its right of first refusal, the Superintendent shall notify the original applicant and Parks Canada may proceed to process the original application;
- (d) If the Designated Sahtu Organization fails to advise the Superintendent in writing, within thirty (30) days of receiving notice, that it is exercising its right of first refusal, it shall be deemed to have given notice under subsection (c) that it is not exercising its right of first refusal;
- (e) If the notice described in subsection (b) states that the Designated Sahtu Organization is exercising its right of first refusal, the following provisions shall apply:
  - (i) the Designated Sahtu Organization shall, within six (6) months of receiving the notice described in subsection (a), submit an application or applications to the Superintendent for a business licence to carry on an activity substantially similar in nature and location to that proposed by the original applicant; and
  - (ii) the Superintendent shall notify the original applicant that the Designated Sahtu Organization intends to exercise its right of first refusal under this section;
- (f) If the Superintendent approves the application of the Designated Sahtu Organization, the Superintendent shall issue a business licence, and shall inform the original applicant in writing that its application has been declined;
- (g) The Superintendent shall not reject an application for a business licence under paragraph 10.3.1(e)(i) without just cause and without informing the Designated Sahtu Organization of the reasons for rejecting the application;
- (h) If the Designated Sahtu Organization fails to submit an application in accordance with paragraph 10.3.1(e)(i), it shall be deemed to have given notice that it is not exercising its right of first refusal and the Superintendent may proceed to process the original application;
- (i) Where, after giving notice of its intention to do so, the Designated Sahtu Organization decides not to exercise its right of first refusal, the Designated Sahtu Organization shall notify the Superintendent in writing and, upon receipt of such notice, the Superintendent may proceed to process the original application; and
- (j) Subject to the right of first refusal procedure contained in this section, the original applicant may resubmit its original application or submit a new application for a business licence.

**11. INTERPRETERS AND GUIDES**

**11.1 PARTICIPANT GUIDES**

11.1.1 Parks Canada shall encourage Visitors to use Sahtugot'ine who have been authorized to operate as interpreters or guides in Saoyú-Æehdacho.

**11.2 BOARD ADVICE ON INTERPRETERS AND GUIDES**

11.2.1 The Board may advise the Parties on the qualifications of and the number of interpreters and guides that should be authorized to operate in Saoyú-Æehdacho.

**11.3 INFORMATION ON BOUNDARIES**

11.3.1 Parks Canada shall provide the Deline Land Corporation with maps and GPS information sufficient to allow participant interpreters and guides to identify the boundaries of Saoyú-Æehdacho, including the boundaries of the Crown land portions of Saoyú-Æehdacho.

**11.4 TRAVERSAL BY HUNTERS**

11.4.1 When acting as guides for commercial sports hunts outside Saoyú-Æehdacho, participants may guide or transport hunters and their hunting equipment through the Crown land portions of Saoyú-Æehdacho to sport hunting areas outside Saoyú-Æehdacho, provided that:

- (a) hunters comply with applicable legislation, including any conditions in the National Historic Parks General Regulations, the National Historic Parks Wildlife and Domestic Animals Regulations, and the Canada National Parks Act (where applicable) on the possession, transport and discharge of firearms in a national historic site;
- (b) the hunters register and pay any applicable fees; and
- (c) guides and hunters comply with any conditions in the Management Plan on access through Saoyú-Æehdacho.

**12. INDEMNIFICATION**

12.1 Each Party agrees to indemnify and save harmless the other Parties and their agents, servants, employees and officers, from and against all claims and demands, losses, costs, including solicitor and client costs, damages, actions, suits or other proceedings by whomsoever made, brought, prosecuted, in any manner based upon, occasioned by or attributable to any omissions, actions taken or things done or maintained which arise as a result of that Party's negligence or the negligence of that Party's agents, servants, employees or officers while acting within the scope of their duties or employment.

**13. DISPUTE RESOLUTION**

13.1 Disputes between the Parties arising from the interpretation of this Agreement shall be finally resolved:

- (a) in the first instance, by the Parties on the advice of the Board; and
- (b) if the disputing Parties are unable to resolve the dispute, by using a mediator acceptable to them.

**14. PERIODIC REVIEW AND AMENDMENT**

14.1 Any Party may request a review by the Parties of part or all of this Agreement. If all Parties agree, they shall initiate the review within ninety days of the request.

14.2 The Parties shall review this Agreement not less than every ten (10) years to ensure that it is meeting the principles set out in Article 2 above.

15. ***COMING INTO FORCE***

15.1 The coming into force of this Agreement is subject to:

- (a) the ratification of the Agreement by the Boards of Directors of the Déline Land Corporation and the Déline Renewable Resource Council; and
- (b) the transfer to the Minister of the Environment (Parks Canada) of the administration of the surface lands of the Crown owned portion of Saoyú-Æehdacho.

SIGNATURES

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The Honourable John Baird, Minister of the Environment

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Peter Menacho, President of the Déline Land Corporation

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Russell Kenny, Chair of the Déline Renewable Resource Council

WITNESSES

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Alan Latourelle, Chief Executive Officer, Parks Canada Agency

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Raymond Tutcho, Chief of the Déline First Nation

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Raymond Taniton, Chief Negotiator, Déline Land Corporation

Signed this day, September 17, 2008 at Gatineau, Quebec