

**SELF-GOVERNMENT AGREEMENT-IN-PRINCIPLE
FOR
THE SAHTU DENE AND METIS OF NORMAN WELLS**



Photo courtesy of Larry Tourangeau titled: Sunrise "A New Day".

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FOR THE SAHTU DENE AND METIS OF NORMAN WELLS

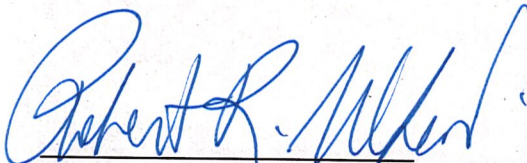
Self-Government Agreement-in-Principle for the Sahtu Dene and Metis of Norman Wells
dated the 16th day of January, 2019

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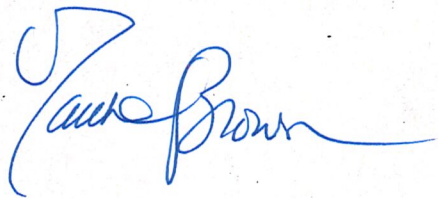


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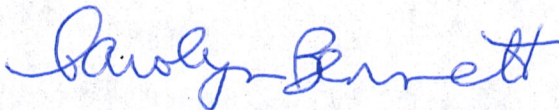
SIGNED FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES



Premier of the Northwest Territories



SIGNED FOR THE GOVERNMENT OF CANADA



Minister of Indian Affairs and Northern Development



GLOSSARY AND PRONUNCIATION GUIDE

Tłegóhłı Got'ıne Government

Pronunciation: T'le- go-tee Go-t'ee(click sound)-nay

Meaning: Tłegóhłı– Place where the oil is

Got'ıne – of the people

The Government of the People of the Place where the oil is

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PREAMBLE

WHEREAS the Government of Canada and the Government of the Northwest Territories recognize that the inherent right of self-government is an existing aboriginal right under section 35 of the *Constitution Act, 1982*;

WHEREAS the Sahtu Dene and Metis Comprehensive Land Claim Agreement provides for the negotiation of self-government agreements by the Government of Canada, the Government of the Northwest Territories and Sahtu Dene and Metis communities;

WHEREAS it is the desire and intent of the Sahtu Dene and Metis of Norman Wells to have an aboriginal government close to the community level as contemplated in the Sahtu Dene and Metis Comprehensive Land Claim Agreement and to provide for the future transition of that aboriginal government to an aboriginal public government;

WHEREAS the Government of Canada, the Government of the Northwest Territories and the Sahtu Dene and Metis of Norman Wells have negotiated this final self-government agreement to establish the Tłegóhłı Got'ıne Government as set out in Part II and to provide a mechanism in accordance with chapter 6 to transition the Tłegóhłı Got'ıne Government to the aboriginal public government as set out in Part III;

WHEREAS the Sahtu Secretariat Incorporated may transfer certain or all of the rights and powers of a Designated Sahtu Organization under 7.1.1 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement to the Tłegóhłı Got'ıne Government;

NOW THEREFORE, the Parties agree as follows:

PART I
GENERAL

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 In this agreement:

“**Adult**” means an individual who has attained the age of majority in accordance with NWT Law;

“**Adult Education**” means the education of Adults, other than Students;

“**Agreement-in-Principle (“AIP”)**” means this self-government agreement-in-principle;

“**Authority**” means any power other than Jurisdiction;

“**Beneficiary Council**” means the body established in accordance with 29.3.1 c);

“**Canada**” unless it is otherwise clear from the context, means the Government of Canada;

“**Child**” or “**Children**” means an individual or individuals who have not attained the age of majority in accordance with NWT Law;

“**Child and Family Services**” means services provided for:

- a) the protection of Children, where the primary objective is the safety and well-being of Children, having due regard for the protection from abuse, neglect and harm, or the threat of abuse, neglect or harm, and any need for intervention; and
- b) the support of families and care givers to provide a safe environment and prevent abuse, neglect and harm, or the threat of abuse, neglect or harm, including:
 - i) the support of kinship ties and a Child's attachment to the extended family, and
 - ii) the promotion of a well-functioning family and community life;

“**Citizen**” means an individual who is a citizen under chapter 10 or chapter 31 or under a Tłegóhłı Got'ıne Government Law made under chapter 10 or chapter 31;

“**Conflict**” means actual conflict in operation or operational incompatibility;

“Consult” and **“Consultation”** means:

- a) the provision of notice, to the party to be Consulted, of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- b) the provision of a reasonable period of time in which the party to be Consulted may prepare its views on the matter;
- c) the provision of an opportunity to present such views to the party obliged to Consult; and
- d) full and fair consideration by the party obliged to Consult of any views presented;

“Curriculum Framework” means the desired learning outcomes for primary (kindergarten – grade 3), intermediate (grades 4 – 6), junior (Grades 7 – 9) and senior (grades 10 – 12) grade levels;

“Designated Sahtu Organization” has the same meaning as defined in the SDMCLCA;

“Disputant” means a party to a dispute under chapter 4;

“Education Support Services” means assistance provided in the form of a grant, loan or scholarship, counseling and administrative services for individuals accessing post-secondary education, Adult Education or Training;

“Effective Date” means the date upon which the FSGA takes effect under 7.12.1;

“Executive Committee” means the executive committee of the Tłegóhł Got’ıne Government established under 8.3.1a iii) or 29.3.1a iii);

“Financing Agreement” means an agreement under chapter 28 or chapter 51;

“Federal Law” means statutes of the Parliament of Canada, regulations, orders-in-council, and the common law;

“FSGA” means this final self-government agreement, including the preamble, schedules and appendices;

“GNWT” means the Government of the Northwest Territories;

“GNWT Lands” means lands in Norman Wells:

- a) under the administration and control of the GNWT under the *Commissioner’s Lands Act* (NWT) or the *Northwest Territories Lands Act* (NWT) Corporation but does not include lands held in fee simple by the

-
- Northwest Territories Power Corporation; or
- b) held in fee simple by the Northwest Territories Housing Corporation;

“Implementation Committee” means the committee established under 3.4.1;

“Income Support” means any form of aid, monetary or otherwise, that is provided to assist an individual in need;

“Institutions of the Tłegóhłı Got’ıne Government” includes:

- a) agencies, entities, boards, panels, and commissions established under 8.4.1 or 29.4.1; and
- b) trusts, corporations, societies and cooperatives established under 8.4.1 or 29.4.1 in accordance with Federal Law or NWT Law;

“Intellectual Property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;

“International Legal Obligation” means an obligation binding on Canada under international law, including an obligation that is in force before, on, or after the Effective Date;

“Jurisdiction” means the power to make laws;

“Justice Council” means the body established under 8.3.1 c) or 29.3.1 d);

“Leader” means the Leader of the Tłegóhłı Got’ıne Government referred to in 8.3.1 b) or 29.3.1 b);

“Legislative Council” means the legislative council of the Tłegóhłı Got’ıne Government established under 8.3.1 a) or 29.3.1 a);

“Liquor” has the same meaning as defined in the *Liquor Act* (NWT);

“Mineral” means precious and base metals and other, non-living, naturally occurring substances and includes coal and oil and gas;

“Minister” means the Minister of the Government of Canada or of the GNWT, as the context requires, responsible for the subject matter referred to;

“Norman Wells” means the geographic area described in schedule “B”;

“Norman Wells Administrative Area” means that portion of the Tulita/ Norman Wells District that lies west and north of the administrative line described in

schedule “A” and shown, for illustrative purposes only, in “cross hatch” in schedule “A-1”;

“**Norman Wells Land Corporation**” means that body corporate provided for in the SDMCLCA and incorporated under the *Canada Not-for-profit Corporations Act* (Canada);¹

“**NWT**” means the Northwest Territories;

“**NWT Law**” means statutes and ordinances of the Legislative Assembly of the NWT, regulations, orders-in-council, and the common law;

“**Parties**” to the FSGA:

a) prior to the Effective Date means:

- i) the Sahtu Dene and Metis of Norman Wells, as represented by the Norman Wells Land Corporation,
- ii) the GNWT, and
- iii) Canada; or

b) as of the Effective Date means:

- i) the Tłegóhł Got’jné Government,
- ii) the GNWT, and
- iii) Canada;

“**Sahtu Dene and Metis of Norman Wells**” means those aboriginal people who are:

- a) prior to the Effective Date, members, or are entitled to become members, of the Norman Wells Land Corporation; or
- b) after the Effective Date, Citizens;

“**Sahtu Municipal Lands**” means those Sahtu municipal lands as defined in section 2.1.1 of the SDMCLCA that are located within Norman Wells;

“**SDMCLCA**” means the Sahtu Dene and Metis Comprehensive Land Claim Agreement, signed on September 6, 1993;

“**Settlement Lands**” means those settlement lands as defined in section 2.1.1 of the SDMCLCA:

¹ NWLC to review the rolling in of the Norman Wells Land Corporation into the Tłegóhł Got’jné Government prior to the FSGA.

-
- a) within the Tulita/Norman Wells District, for the purposes of chapter 27 or chapter 50; or
 - b) within the Norman Wells Administrative Area, for the purposes of all other chapters;

“Social Housing” means public programs provided for the construction, acquisition, renovation or rental of housing for households in need;

“Student” means an individual enrolled in kindergarten to grade 12;

“Tłegóhłı Got’ıne Government” means the government established under chapter 8 and, after the Transition Date, under chapter 29;

“Tłegóhłı Got’ıne Government Constitution” means the constitution referred to in 8.2 or 29.2 as amended from time to time;

“Tłegóhłı Got’ıne Government Lands” means [to be defined];²

“Tłegóhłı Got’ıne Government Law” means laws of the Legislative Council made under the Jurisdictions provided for in the FSGA and regulations made under those laws;

“Town Council” means the council, as that term is defined in the *Cities, Towns and Villages Act* (NWT), performing the duties and functions of a municipal corporation in respect of the Town of Norman Wells;

“Town of Norman Wells” means the municipal corporation established for Norman Wells under the *Cities, Towns and Villages Act* (NWT);

“Training” means practical and theoretical learning for individuals focused on developing skills for employment;

“Transition Date” means the date that Part III of the FSGA takes effect in accordance with chapter 6; and

“Tulita/Norman Wells District” means the “Fort Norman/Norman Wells District” as defined in the Fort Norman/Norman Wells District Land Agreement, signed by Fort Norman Metis Land Corporation, the Ernie McDonald Land Corporation and the Tulita Land Corporation in 1994 and described in schedule “C”.

² NWLC would like to have taxation on Sahtu Municipal Lands and shall consider whether to transfer these lands to the Tłegóhłı Got’ıne Government. Parties to negotiate definition.

1.2 INTERPRETATION

1.2.1 In the FSGA:

- a) the use of the word "shall" denotes an obligation that must be carried out by one or more of the Parties and, if no time frame is set out, the obligation shall be carried out as soon as is reasonably practicable after the Effective Date, the Transition Date or the event which gives rise to the obligation;
- b) the use of the word "including" means "including, but not limited to" and the use of the word "includes" means "includes, but is not limited to", unless it is otherwise clear from the context;
- c) headings and sub-headings are for convenience only and in no way affect the scope or meaning of any provisions of the FSGA;
- d) a reference to a "chapter", "schedule", or "appendix" means a chapter, schedule, or appendix of the FSGA, unless it is otherwise clear from the context;
- e) the use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context;
- f) capitalized words and phrases have the meanings defined in 1.1.1, 27.1.1, schedule 9-1, and 50.1.1;
- g) a reference to a statute, except where a specific year and chapter are stated, includes every amendment to, every regulation made under and any law enacted in replacement of, that statute;
- h) a reference to a board or tribunal includes any successor to such board or tribunal under Federal Law or NWT Law;
- i) where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings; and
- j) an obligation to Consult specified in the FSGA does not imply any obligations in addition to those contained in the definition of "Consult" and "Consultation".

1.2.2 The FSGA may be examined as an aid to interpretation if there is any doubt in respect of the meaning of any Federal Law or NWT Law implementing the FSGA.

1.2.3 There is no presumption that ambiguous or doubtful expressions in the FSGA are to be interpreted in favor of any of the Parties.

1.2.4 The FSGA is the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the FSGA except as expressed in it.

1.2.5 Clauses in this AIP that begin with "Prior to the Effective Date", 3.5 and 7A do not form part of the FSGA.

-
- 1.2.6 An agreement reached as a result of negotiations required or permitted by the FSGA does not form part of the FSGA.
 - 1.2.7 Schedules and appendices to the FSGA form part of the FSGA, and all of the FSGA shall be read together and interpreted as one agreement.

CHAPTER 2 GENERAL PROVISIONS

2.1 STATUS OF THE FSGA

- 2.1.1 The FSGA is the self-government agreement for the Sahtu Dene and Metis of Norman Wells under chapter 5 and appendix B of the SDMCLCA.
- 2.1.2 The FSGA is a treaty within the meaning of the *Constitution Act, 1982*.
- 2.1.3 Nothing in the FSGA:
- a) removes from the Sahtu Dene and Metis of Norman Wells their identity as aboriginal people of Canada within the meaning of the *Constitution Act, 1982* or their identity as “Indians” within the meaning of subsection 91(24) of the *Constitution Act, 1867*; or
 - b) subject to 2.7, affects the ability of the Sahtu Dene and Metis of Norman Wells to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.
- 2.1.4 Nothing in the FSGA affects the rights or benefits of participants of the SDMCLCA in and to all settlement lands as defined in and provided for under the SDMCLCA.

2.2 LANGUAGE OF THE FSGA

- 2.2.1 There are English and French versions of the FSGA.
- 2.2.2 The Tłegóhłı Got’ıne Government may produce a North Slavey version of the FSGA.
- 2.2.3 The English and French versions are the authoritative versions of the FSGA.

2.3 PURPOSE OF THE FSGA

- 2.3.1 The FSGA implements the inherent right to self-government of the Sahtu Dene and Metis of Norman Wells whether the inherent right is expressed:
- a) after the Effective Date and prior to the Transition Date, through the Jurisdictions and Authorities of the Tłegóhłı Got’ıne Government, as set out in Part II of the FSGA; or
 - b) after the Transition Date, through the Jurisdictions and Authorities of the Tłegóhłı Got’ıne Government, as set out in Part III of the FSGA.

2.3.2 The purpose of the FSGA is to:

- a) establish, on the Effective Date, the Tłegóhłı Got'ıne Government to act as the government for the Sahtu Dene and Metis of Norman Wells;
- b) recognize the Tłegóhłı Got'ıne Government as the government exercising the Jurisdictions and Authorities set out in the FSGA;
- c) establish a government to government relationship among the Parties within the constitutional framework of Canada;
- d) provide for the transition of the Tłegóhłı Got'ıne Government to the aboriginal public government described in Part III;
- e) reflect the agreement among the Parties with respect to the scope of Jurisdictions and Authorities which may be exercised by the Tłegóhłı Got'ıne Government both before and after the Transition Date.

2.3.3 The FSGA does not:

- a) restrict the ability of the Tłegóhłı Got'ıne Government to participate in any future process established by Canada to implement the inherent aboriginal right of self-government; or
- b) alter the Jurisdictions or Authorities of the GNWT under the *Northwest Territories Act* (Canada).

2.3.4 Nothing in the FSGA affects, recognizes, or provides any rights under the *Constitution Act, 1982*, for any aboriginal people other than the Sahtu Dene and Metis of Norman Wells.

2.4 RIGHTS, BENEFITS AND PROGRAMS

2.4.1 Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada, applicable to them from time to time.

2.4.2 Nothing in the FSGA affects the:

- a) ability of the Tłegóhłı Got'ıne Government and Citizens to participate in or benefit from federal or NWT programs and services for aboriginal people, in accordance with applicable general criteria; or
- b) ability of Citizens residing in the Tulita/Norman Wells District to participate in programs established by Canada or the GNWT and to receive public services from Canada or the GNWT, in accordance with general criteria established for those programs or services from time to time,

to the extent that the Tłegóhłı Got'ıne Government has not received funding for those programs or services under an Financing Agreement.

2.5 CONSULTATION

- 2.5.1 Prior to introducing proposed Federal Law to the Parliament of Canada and proposed NWT Law to the Legislative Assembly of the NWT that would give effect to the FSGA, Canada and the GNWT shall Consult with the Norman Wells Land Corporation.
- 2.5.2 Canada and the GNWT shall Consult the Tłegóhłı Got'ıne Government prior to introducing any:
- a) Federal Law and NWT Law which is proposed after the Effective Date to implement the provisions of the FSGA; and
 - b) proposed amendments to Federal Law and NWT Law which implement the provisions of the FSGA.
- 2.5.3 The GNWT shall Consult with the Tłegóhłı Got'ıne Government:
- a) if the GNWT is considering the creation of a local government in the Norman Wells Administrative Area; and
 - b) prior to changing the boundary of a local government in the Norman Wells Administrative Area, on lands other than on Settlement Lands.
- 2.5.4 If the GNWT intends to create a local government in the Norman Wells Administrative Area on lands, other than Settlement Lands, the Parties shall consider whether the Jurisdictions and Authorities of the Tłegóhłı Got'ıne Government as set out in Part III shall apply within the boundaries of the local government and, if appropriate, amend the FSGA and Financing Agreement accordingly.

2.6 CERTAINTY

- 2.6.1 The Sahtu Dene and Metis of Norman Wells shall not exercise or assert any aboriginal or treaty right to self-government other than:
- a) the rights set out in the FSGA;
 - b) the rights that may be set out in the SDMCLCA; or
 - c) the Treaty 11 rights respecting payment of the salaries of teachers to instruct the children of the Indians.

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- 2.6.2 The Sahtu Dene and Metis of Norman Wells release Canada, the GNWT and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from:
- a) any act or omission that occurred prior to the Effective Date that may have related to or affected any aboriginal or treaty right to self-government; or
 - b) any act or omission that occurs on or after the Effective Date that may relate to or affect any right that 2.6.1 prevents from being exercised or asserted.

2.7 APPLICATION OF THE *INDIAN ACT*

- 2.7.1 Subject to chapters 20, 21, 27, 41, 42 and 50, the *Indian Act* (Canada) does not apply to Tłegóhłı Got'ıne Government or Citizens.
- 2.7.2 Notwithstanding 2.7.1, Canada shall continue to maintain the Indian Register and nothing in the FSGA shall affect the eligibility of a Citizen to be registered as an Indian under the *Indian Act* (Canada).

2.8 APPLICATION OF LAWS

- 2.8.1 The *Canadian Charter of Rights and Freedoms* applies to the Tłegóhłı Got'ıne Government, Institutions of the Tłegóhłı Got'ıne Government and Tłegóhłı Got'ıne Government Laws.
- 2.8.2 Federal Law and NWT Law apply in the Tulita/Norman Wells District.
- 2.8.3 Unless otherwise provided in the FSGA, Tłegóhłı Got'ıne Government Law applies in the Norman Wells Administrative Area.
- 2.8.4 The Jurisdictions of the Tłegóhłı Got'ıne Government set out in the FSGA include the Jurisdictions that are ancillary or necessarily incidental to the exercise of such Jurisdictions.
- 2.8.5 The *Statutory Instruments Acts* (Canada) and the *Statutory Instruments Act* (NWT) do not apply to Tłegóhłı Got'ıne Government Laws.
- 2.8.6 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in the FSGA does not include Jurisdiction in relation to:
- a) criminal law, including procedures in criminal matters;
 - b) Intellectual Property;
 - c) labour relations and working conditions; and
 - d) the official languages of Canada and the NWT.

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- 2.8.7 The Jurisdiction of the Tłegóhı́ Got'ı́nę Government set out in the FSGA does not include Jurisdiction in relation to the certification, licensing, or regulation of occupations, trades, professions, professionals, professional organizations and societies except for the:
- a) certification of early childhood educators and childcare providers under 14.1.1 d) or 35.1.1 d);
 - b) certification of teachers under 15.1.1 b) or 36.1.1 b);
 - c) certification, licensing, and regulation of individuals under 11.1.1 d) or 32.1.1 d);
 - d) certification, licensing, and regulation of individuals under 12.1.1 c) or 33.1.1 c); and
 - e) certification, licensing, and regulation of individuals under 22.1.1 a) or 43.1.1 a).
- 2.8.8 Tłegóhı́ Got'ı́nę Government Law does not apply to Canada or the GNWT.
- 2.8.9 Nothing in the FSGA affects the inherent jurisdiction of the Supreme Court of the NWT, including its jurisdiction with respect to Children or legally incompetent individuals.
- 2.8.10 Nothing in the FSGA affects the application of Federal Law or NWT Law in respect of the possession, use or regulation of firearms.

2.9 NWT CORE PRINCIPLES AND OBJECTIVES

- 2.9.1 NWT core principles and objectives mean the “NWT Core Principles and Objectives Final Text dated June 4, 2009” in relation to:
- a) early childhood education;
 - b) Child and Family Services;
 - c) adoption;
 - d) trusteeship;
 - e) guardianship;
 - f) Social Housing; and
 - g) Income Support

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- 2.9.2 The GNWT shall Consult with the Tłegóhłı Got'ıne Government prior to amending NWT core principles and objectives referred to in 2.9.1.
- 2.9.3 Any amendment to the NWT core principles and objectives shall ensure that they remain broad in nature and reflect the fundamental characteristics of programs and services referred to in 2.9.1.
- 2.9.4 Standards established by the Tłegóhłı Got'ıne Government referred to in 14.2.1, 16.2.1, 18.2.1, 19.2.1, 35.2.1, 37.2.1, 39.2.1, and 40.2.1 may:
- a) take into account the circumstances and conditions in the Tulita/Norman Wells District; and
 - b) differ from standards established by the GNWT or other governments in the NWT and still be compatible with NWT core principles and objectives.
- 2.9.5 Other than the obligations of the Tłegóhłı Got'ıne Government set out in 14.2.1, 16.2.1, 18.2.1, 19.2.1, 35.2.1, 37.2.1, 39.2.1, and 40.2.1, NWT core principles and objectives do not impose, and must not be construed to impose, any additional obligation or duty on the Tłegóhłı Got'ıne Government.
- 2.9.6 Prior to the date on which the negotiators for the Parties initial the FSGA, the GNWT will advise the other Parties as to how the “NWT Core Principles and Objectives Final Text dated June 4, 2009” will be published or otherwise made known to the public.

2.10 CONFLICT

- 2.10.1 In the event of a Conflict between the FSGA and a Federal Law, NWT Law or Tłegóhłı Got'ıne Government Law, the FSGA prevails to the extent of the Conflict.
- 2.10.2 In the event of a Conflict between the FSGA and the Tłegóhłı Got'ıne Government Constitution, the FSGA prevails to the extent of the Conflict.
- 2.10.3 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA and the FSGA, the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA, as the case may be, prevails to the extent of the inconsistency or Conflict.
- 2.10.4 To resolve the inconsistency or Conflict referred to in 2.10.3:
- a) the Parties may agree to amend the FSGA under chapter 5; or
 - b) the parties to the SDMCLCA may agree to amend the SDMCLCA under 5.1.4 of the SDMCLCA.

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- 2.10.5 Subject to 2.10.4, in the event of a Conflict between:
- a) Federal Law which implements the FSGA and any other Federal Law or NWT Law, the Federal Law which implements the FSGA prevails to the extent of the Conflict; and
 - b) NWT Law which implements the FSGA and any other NWT Law, the NWT Law which implements the FSGA prevails to the extent of the Conflict.
- 2.10.6 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA and Tłegóhłı Got'ıne Government Law, the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA, as the case may be, prevails to the extent of the inconsistency or Conflict.
- 2.10.7 Notwithstanding any other rule of priority in the FSGA, Federal Laws and NWT Laws prevail over Tłegóhłı Got'ıne Government Laws to the extent of any Conflict involving a provision of a Tłegóhłı Got'ıne Government Law that has a double aspect or an incidental impact on any:
- a) area of federal or NWT Jurisdiction in respect of which the Tłegóhłı Got'ıne Government does not have Jurisdiction; or
 - b) Jurisdiction set out in the FSGA for which Federal Law or NWT Law prevails.
- 2.10.8 Notwithstanding any other rule of priority in the FSGA, in the event of a Conflict between a Tłegóhłı Got'ıne Government Law and a Federal Law that pursues an objective of overriding national importance, the Federal Law prevails to the extent of the Conflict.
- 2.10.9 For greater certainty, the reference in 2.10.8 to overriding national importance includes Federal Laws relating to the preservation of peace, order and good government in Canada and Federal Laws that relate specifically to the criminal law and procedures in criminal matters, protection of human rights or the protection of health and safety of all Canadians.

2.11 INTERNATIONAL LEGAL OBLIGATIONS

- 2.11.1 The FSGA shall provide for the consistency of Tłegóhłı Got'ıne Government Laws and other exercises of power with Canada's International Legal Obligations.
- 2.11.2 Any Tłegóhłı Got'ıne Government Law enacted under chapter 27 or chapter 50, or any exercise of power by the Tłegóhłı Got'ıne Government, is subject to and shall conform with International Legal Obligations respecting taxation.

2.12 JUDICIAL DETERMINATION OF VALIDITY

- 2.12.1 If a court of competent jurisdiction finally determines any provision of the FSGA to be invalid or unenforceable:
- a) the Parties shall make best efforts to amend the FSGA to remedy or replace the provision; and
 - b) the provision shall be severable from the FSGA to the extent of the invalidity or unenforceability and the remainder of the FSGA shall be construed, to the extent possible, to give effect to the intent of the Parties.
- 2.12.2 No Party shall challenge, or support a challenge to, the validity of any provision of the FSGA.
- 2.12.3 Nothing in 2.12.2 precludes any of the Parties from invoking the dispute resolution process under chapter 4 regarding the interpretation, application or implementation of the FSGA.
- 2.12.4 A breach of any provision of the FSGA by a Party does not relieve that Party or any other Party from their respective obligations under the FSGA.
- 2.12.5 No Party shall have a claim or cause of action based on a finding that any provision of the FSGA is invalid or unenforceable.

2.13 LIABILITY

- 2.13.1 The Tłegóhłı Got'ıne Government is not liable in respect of anything done or omitted to be done by Canada or the GNWT, or any person or body authorized by Canada or the GNWT, in the exercise of their respective Jurisdictions, Authorities or duties which occurred prior to the Effective Date.
- 2.13.2 Canada or the GNWT is not liable in respect of anything done or omitted to be done by the Tłegóhłı Got'ıne Government, or any person or body authorized by the Tłegóhłı Got'ıne Government, in the exercise of its Jurisdictions, Authorities

or duties after the Effective Date.

2.14 DISCLOSURE OF INFORMATION

2.14.1 For the purposes of Federal Law on access to information and privacy, information provided in confidence by the Tłegóhłı Got'ıne Government or an Institution of the Tłegóhłı Got'ıne Government is deemed to be information obtained in confidence which is protected from disclosure in the same manner as information obtained in confidence from an aboriginal, provincial, territorial, or municipal government in Canada.

2.14.2 If the Tłegóhłı Got'ıne Government requests disclosure of information from Canada or the GNWT, the request shall be evaluated as if it were a request by a province or a territory for disclosure of that information but Canada and the GNWT are not required to disclose information to the Tłegóhłı Got'ıne Government that:

- a) would not be available to any or all provinces or territories; or
- b) would only be available to a particular province or territory or particular provinces or territories.

2.14.3 Notwithstanding any other provision of the FSGA:

- a) Canada and the GNWT are not required to disclose any information that they are required or entitled to withhold under a privilege at law or under any Federal Law or NWT Law; and
- b) if conditions are required for the disclosure of information under Federal Law or NWT Law, Canada and the GNWT are not required to disclose that information unless the conditions are met.

2.15 WAIVER

2.15.1 The Parties may agree that the performance in a particular instance of an obligation by a Party under the FSGA may be waived, provided the terms of the waiver, including its duration, are in writing and signed by the Parties.

2.16 AUTHORIZATION TO ACT

2.16.1 Each of the Parties may identify in writing to the other Parties the appropriate body or person that is authorized to act on its behalf with respect to a subject matter or provision set out in the FSGA.

2.17 NOTICE

2.17.1 Unless otherwise provided in the FSGA, a notice between or among the Parties under the FSGA must be:

- a) delivered personally or by courier;
- b) transmitted by facsimile;
- c) mailed by prepaid registered post in Canada; or
- d) delivered by any other means, including electronic transmission, as agreed to by the Parties.

2.17.2 A notice shall be considered to have been given, made or delivered, and received if:

- a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b) transmitted by facsimile and the sender receives confirmation of the transmission at the start of business on the next business day after the day on which it was transmitted; or
- c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

2.17.3 If no other address for delivery of a particular notice has been provided by a Party, a notice shall be delivered or mailed to the address or transmitted to the facsimile number of the intended recipient as set out below:

For Government of Canada
Attention: Minister of Indian Affairs and Northern Development
House of Commons, Room 583, Confederation Building
Ottawa, ON
K1A 0A6
Facsimile Number: (819) 953-4941

For Government of the Northwest Territories
Attention: Minister Responsible for Indigenous Affairs
Department of Executive and Indigenous Affairs
P.O. Box 1320
Yellowknife, NT
X1A 2L9
Facsimile Number: (867) 873-0306

For Tłegóhłı Got'ınę Government
Attention: ***[Address to be Provided]***

2.17.4 A Party may change its address or facsimile number by giving a notice of the change in writing to the other Parties.

CHAPTER 3 IMPLEMENTATION

3.1 GENERAL

- 3.1.1 After approval of the AIP and prior to the date on which the negotiators for the Parties initial the FSGA, the Parties shall develop an implementation plan that:
- a) identifies implementation activities arising from the obligations set out in the FSGA, including the timeframes and responsibilities of each of Party in relation to those activities;
 - b) develops a communication plan with respect to the implementation of the FSGA;
 - c) specifies how the implementation plan is to be amended, renewed or extended;
 - d) for the purposes of 3.4.2 i), establishes a method to determine the population of Citizens ordinarily resident in Norman Wells relative to the overall population of Norman Wells; and
 - e) addresses any other matter as the Parties may agree.

3.2 TERM OF THE IMPLEMENTATION PLAN

- 3.2.1 The first implementation plan takes effect on the Effective Date and has a term of ten (10) years, or such other term as the Parties may agree.
- 3.2.2 Subsequent implementation plans have a term of ten (10) years or such other term as the Parties may agree.

3.3 STATUS OF THE IMPLEMENTATION PLAN

- 3.3.1 The implementation plan:
- a) is attached to, but does not form part of, the FSGA;
 - b) does not create legal obligations, unless the Parties otherwise agree;
 - c) does not alter any rights or obligations set out in the FSGA;
 - d) is not to be used to interpret the FSGA; and
 - e) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*.

3.4 IMPLEMENTATION COMMITTEE

- 3.4.1 The Parties shall:
- a) establish an Implementation Committee within sixty (60) days from the Effective Date; and

b) each appoint one (1) representative to the Implementation Committee.

3.4.2 The Implementation Committee:

- a) makes decisions with the unanimous agreement of all representatives;
- b) is a forum for the Parties to:
 - i) discuss the implementation of the FSGA, and
 - ii) attempt to resolve any implementation issues arising among the Parties in respect of the FSGA that have been raised by one or more of the Parties;
- c) establishes procedures and rules guiding its routine operation;
- d) monitors the implementation of the FSGA and the implementation plan;
- e) meets as often as the Implementation Committee determines is necessary to carry out its responsibilities and, in any event, meets at least once a year;
- f) provides information and advice to the Parties, including making recommendations for amendments to the FSGA;
- g) to the extent authorized by the implementation plan, makes amendments to the implementation plan;
- h) keeps a record of issues discussed and of its decisions;
- i) at the request of the Parties, coordinates the review process referred to in chapter 5;
- j) for the purposes of 6.3.1 and 30.4, determines and reports to the Parties, on an annual basis within sixty (60) days of the last meeting referred to in 3.4.2 e), the population of Citizens ordinarily resident in Norman Wells relative to the overall population of Norman Wells using the method established under 3.1.1 d);
- k) develops the pre-Transition Date plan referred to in 6.5.3 a) and undertakes or assigns any pre-Transition Date activities as set out in the pre-Transition Date plan;
- l) produces an annual report on its activities as set out in 3.4.4; and
- m) conducts any other activity as the Parties may agree.

3.4.3 Nothing in the FSGA authorizes the Implementation Committee to oversee or direct the Tłegóhłı́ Got'ı́ne Government, the GNWT or Canada in the exercise of their Jurisdictions and Authorities or the delivery of their programs and services.

3.4.4 The annual report of the Implementation Committee:

- a) shall include the activities that have been undertaken or completed by the Implementation Committee in the year covered by the report;

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- b) shall include an overview of the successes achieved in the implementation of the FSGA in the year covered by the report;
 - c) shall include identification of implementation issues;
 - d) shall include a plan for the next year's implementation of the FSGA, including a plan to address any implementation issues; and
 - e) may include any Party's views on its relationship with the other Parties with respect to the implementation of the FSGA.

3.4.5 The annual report shall be provided to the Parties within six (6) months of the end of the year covered by the report.

3.4.6 Each Party is responsible for the costs of the participation of its representative on the Implementation Committee.

3.5 PRE-EFFECTIVE DATE PLAN

3.5.1 Prior to the date on which the negotiators for the Parties initial the FSGA, the Parties shall agree upon a pre-Effective Date plan.

3.5.2 The pre-Effective Date plan shall identify the activities to be completed prior to the Effective Date, the time frames of these activities, and the responsibilities of each Party, including:

- a) the development and ratification of a Tłegóhłı Got'ıne Government Constitution under 8.2;
- b) the conduct of the first election of the Tłegóhłı Got'ıne Government under schedule 9-1;
- c) the development of core Tłegóhłı Got'ıne Government Laws;
- d) the development of a communications strategy to inform the Sahtu Dene and Metis of Norman Wells of the contents of the FSGA; and
- e) any other matters that this FSGA requires or the Parties deem necessary.

CHAPTER 4 DISPUTE RESOLUTION

4.1 GENERAL

- 4.1.1 This dispute resolution process is intended to assist the Parties in resolving disputes which arise among the Parties regarding the interpretation, application, or implementation of the FSGA.
- 4.1.2 Arbitration is not available for disputes relating to an agreement between or among the Parties that is ancillary, subsequent or supplemental to the FSGA unless the Parties have agreed that this chapter applies to that agreement.
- 4.1.3 The Party invoking the dispute resolution process and the Party or Parties identified in the notice become Disputants.
- 4.1.4 A Party who is not a Disputant is entitled to copies of all correspondence concerning the dispute between the Disputants.
- 4.1.5 The Disputants may agree to abridge or extend the time frames set out in this chapter.
- 4.1.6 Prior to invoking the dispute resolution process set out in this chapter, the Parties shall negotiate in good faith, and attempt to resolve a dispute arising out of the interpretation, application or implementation of the FSGA.
- 4.1.7 If the Parties are unable to resolve the dispute through negotiation under 4.1.6, they shall use the dispute resolution process set out in this chapter unless the Parties otherwise agree.

4.2 NOTICE

- 4.2.1 Any notice required under this chapter shall be delivered personally or transmitted by facsimile or other means of electronic transmission.

4.3 COMMENCING LEGAL PROCEEDINGS

- 4.3.1 No Party shall commence legal proceedings in respect of a dispute arising out of the interpretation, application, or implementation of the FSGA, without first complying with the negotiation and mediation processes set out in this chapter.
- 4.3.2 Prior to commencing legal proceedings referred to in 4.3.1, a Party shall provide thirty (30) days written notice to the other Parties.

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- 4.3.3 Notwithstanding 4.3.1 and 4.3.2, a Party may commence legal proceedings to:
- a) prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - b) obtain interlocutory or interim relief that is otherwise available.

4.4 INVOKING THE PROCESS

- 4.4.1 A Party may invoke this dispute resolution process with written notice to the other Parties that:
- a) identifies the Parties to the dispute; and
 - b) includes a brief statement of the nature of the dispute.
- 4.4.2 A Party that is not identified in 4.4.1 a) may become a Disputant by giving written notice to the other Parties within ten (10) days of receipt of the notice referred to in 4.4.1.
- 4.4.3 Within thirty (30) days of the receipt of the notice referred to in 4.4.1, each Disputant shall notify the other Disputants of the name of its representative who has the authority, or direct access to an individual with the authority, to settle the dispute.

4.5 MEDIATION

- 4.5.1 Within sixty (60) days of receipt of the notice referred to in 4.4.1, the Disputants shall attempt to agree on a mediator.
- 4.5.2 If the Disputants agree upon a mediator, they shall jointly appoint the mediator in writing.
- 4.5.3 If the Disputants do not agree on a mediator, the Disputants shall forthwith apply for a mediator to be appointed by the Supreme Court of the NWT.
- 4.5.4 If a dispute is referred to mediation, the Disputants shall:
- a) participate in good faith in the mediation process;
 - b) meet with the mediator at a time and place set by the mediator;
 - c) bear their own costs of the mediation and, unless otherwise agreed, share equally all other costs of the mediation; and
 - d) attend the mediation for at least four (4) hours.
- 4.5.5 Unless the Disputants otherwise agree, the mediation shall commence within

forty (40) days of the appointment of the mediator and the mediation shall conclude within thirty (30) days from the initial meeting of the Disputants with the mediator.

- 4.5.6 The mediator shall issue a report within forty-five (45) days of the conclusion of the mediation and the report shall state whether the dispute was settled or not.
- 4.5.7 If the dispute is not settled through mediation, the Disputants may, with the written consent of each of the Disputants, refer the issues in dispute to arbitration as set out in 4.6. If the Disputants do not consent to arbitration, any Disputant may commence legal proceedings after giving notice referred to in 4.3.2.

4.6 ARBITRATION

- 4.6.1 Within sixty (60) days of the referral to arbitration under 4.5.7, the Disputants shall attempt to agree on a single arbitrator.
- 4.6.2 If the Disputants agree upon an arbitrator, they shall jointly appoint the arbitrator.
- 4.6.3 If the Disputants do not agree on an arbitrator, the Disputants shall apply for an arbitrator to be appointed by the Supreme Court of the NWT.
- 4.6.4 The Disputants may agree to ask the mediator selected or appointed under 4.5 to act as the arbitrator.
- 4.6.5 Unless the Disputants otherwise agree:
- a) the arbitration shall commence within sixty (60) days of the appointment of the arbitrator; and
 - b) the proceedings before the arbitrator are open to the public.
- 4.6.6 The arbitrator may not question the validity, or amend or delete any provision, of the FSGA.
- 4.6.7 The arbitrator shall, unless the Disputants otherwise agree:
- a) decide the process and procedures for the arbitration;
 - b) decide the location for the arbitration;
 - c) decide the issues submitted to arbitration;
 - d) determine questions of law or jurisdiction or may refer such questions to the Supreme Court of the NWT;

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- e) determine all questions of fact and of procedure, including the method of giving evidence;
 - f) administer oaths or affirmations to witnesses; and
 - g) correct clerical errors in orders and arbitration awards.
- 4.6.8 The arbitrator may:
- a) provide interim relief;
 - b) provide for the payment of interest and costs;
 - c) subpoena witnesses and order the production of documents.
- 4.6.9 The arbitrator shall make a written decision, including reasons and a recital of the facts upon which the decision is based, within sixty (60) days of the termination of the arbitration hearings, unless the Disputants agree to an extension of time.
- 4.6.10 The arbitrator shall provide a copy of the written decision to the Parties.
- 4.6.11 Each Party shall make the written decision of the arbitrator available to the public on request.
- 4.6.12 The decision of the arbitrator is final and binding on the Parties and shall not be challenged by appeal or review in any court except on the grounds that the arbitrator erred in law or exceeded his or her jurisdiction.
- 4.6.13 The Supreme Court of the NWT shall have exclusive jurisdiction to hear an appeal or an application for a review of the arbitrator's decision on the grounds set out in 4.6.12.
- 4.6.14 Unless otherwise agreed by the Disputants or ordered by the arbitrator, each Disputant bears its own costs of the arbitration and an equal share of the other costs of the arbitration.
- 4.6.15 A Disputant may, after the expiration of thirty (30) days from the date of the release of an arbitration decision, award or order, or from the date set by the arbitrator for compliance, whichever is the later, file in the Registry of the Supreme Court of the NWT a copy of the decision, award or order and it shall be entered as if it were a decision or order of that Court and on being entered is deemed for all purposes enforceable as if it were an order of the Supreme Court of the NWT, except where the decision, award or order is under appeal or review.

4.6.16 The record of an arbitration process is admissible as evidence in court.

4.7 INTERVENERS

4.7.1 An arbitrator may allow any person who is not a Disputant, on application and on such terms as the arbitrator may order, to participate as an intervener in an arbitration if the interests of that person may be directly affected by the dispute.

4.7.2 An intervener added under 4.7.1 bears its own costs of participation and is bound by the provisions regarding costs and confidentiality set out in this chapter.

4.8 SETTLEMENT OF DISPUTE

4.8.1 At any time after the commencement of arbitration, but before an award is issued by an arbitrator, the Disputants may settle their dispute in which case the process is concluded.

4.8.2 If a matter is settled under 4.8.1, the issue of the costs, in the absence of an agreement on costs among the Disputants and interveners, may be referred to the dispute resolution process.

4.9 CONFIDENTIALITY OF INFORMATION

4.9.1 Unless the Disputants otherwise agree, information disclosed in negotiation and information disclosed under 4.1.2 or 4.5 shall be kept confidential by:

- a) the Disputants;
- b) the mediator; and
- c) a Party.

4.9.2 In a negotiation or mediation held under this chapter, the disclosure of information by a Disputant is not a waiver of any privilege by that Disputant for purposes of any arbitration or legal proceedings.

4.9.3 A negotiation or mediation held under this chapter is conducted on a without prejudice basis.

4.9.4 All documents prepared for negotiation or mediation held under this chapter are privileged for the purposes of any arbitration or legal proceedings.

4.9.5 The personal notes or records of a mediator and an arbitrator are not admissible as evidence in any legal proceedings.

4.9.6 A mediator or an arbitrator:

- a) shall not be called to give evidence in any legal proceeding; and
- b) is not a compellable witness.

CHAPTER 5 REVIEW AND AMENDMENT

5.1 REVIEW

- 5.1.1 A Party may request a review of any provision of the FSGA by providing notice in writing to the other Parties stating the part of the FSGA proposed to be reviewed, the reasons for requesting the review and may include proposed amendments to the FSGA.
- 5.1.2 Upon receipt of a request for review under 5.1.1 the Parties shall, within sixty (60) days, meet to provide the Party requesting a review the opportunity to express its interests regarding the proposed review.
- 5.1.3 The Parties shall consider in good faith a request for review made under 5.1.1 and, within ninety (90) days of the date of the request for review, respond in writing to the other Parties by:
- a) agreeing to the review and identifying an individual who is to be the Party's representative on a review committee; or
 - b) refusing the request for review and providing reasons for the refusal.
- 5.1.4 If the Parties agree to a request for review:
- a) the review committee shall convene its first meeting no later than sixty (60) days after the identification of the Parties' representatives;
 - b) the review committee shall, in good faith, discuss the issues raised by the Parties, attempt to reach agreement and prepare a written report for the Parties;
 - c) the report shall describe the issues raised and the positions of the Parties, and may contain recommendations, including minority recommendations and suggested amendments to the FSGA; and
 - d) the report shall be submitted to the Parties within 120 days of the first meeting of the review committee.
- 5.1.5 Within ninety (90) days of receipt of the report, or such longer time as the Parties may agree, the Parties shall meet to discuss the report and attempt to reach agreement on the recommendations and on any other relevant issues.
- 5.1.6 Each Party pays its own costs of a review.
- 5.1.7 The Parties may agree to abridge or extend the time periods set out in 5.1.

5.2 GENERAL

- 5.2.1 The recommendations made in the review and any responses to the report provided by the Parties do not create legally binding rights and obligations and are not subject to the dispute resolution process under chapter 4 or to review by any court.
- 5.2.2 For greater certainty, any Party may propose under 5.1.1 that the FSGA include other Jurisdictions or Authorities.

5.3 AMENDMENT

- 5.3.1 Notwithstanding 5.1, the Parties may agree at any time, in writing, to amend the FSGA.
- 5.3.2 Except as provided for in 5.4, any amendment requires the approval of the Parties as follows:
- a) by Canada, by an order of the Governor in Council;
 - b) by the GNWT, by an order of the Commissioner in Executive Council; and
 - c) by the Tłegóhłı Got'ıne Government, by a resolution of the Legislative Council.
- 5.3.3 If Federal Law is required to give effect to an amendment to the FSGA, Canada shall recommend the necessary Federal Law to the Parliament of Canada and the amendment takes effect when the later of the Federal Law or any NWT Law required under 5.3.4 comes into force.
- 5.3.4 If NWT Law is required to give effect to an amendment to the FSGA, the GNWT shall recommend the necessary NWT Law to the Legislative Assembly of the NWT and the amendment takes effect when the later of the NWT Law or any Federal Law under 5.3.3 comes into force.
- 5.3.5 Prior to introducing a proposed Federal Law referred to in 5.3.3 to the Parliament of Canada, Canada shall Consult with the Tłegóhłı Got'ıne Government.
- 5.3.6 Prior to introducing a proposed NWT Law referred to in 5.3.4 to the Legislative Assembly of the NWT, the GNWT shall Consult with the Tłegóhłı Got'ıne Government.
- 5.3.7 Canada and the GNWT shall confer with each other concerning the proposed Federal Law or proposed NWT Law referred to in 5.3.5 or 5.3.6.

5.3.8 If an amendment to the FSGA does not require Federal Law or NWT Law, the amendment takes effect on a date agreed to by the Parties, but if no date is set, on the date that the last Party gave its approval to the amendment.

5.4 AMENDMENT TO SCHEDULE “B”

5.4.1 For the purposes of Part III, schedule “B” may be amended by written agreement between the Tłegóhłı Got’ıne Government and the GNWT.

5.4.2 The Tłegóhłı Got’ıne Government and the GNWT shall provide written notification to Canada of any amendment to schedule “B”.

CHAPTER 6

TRANSITION TO ABORIGINAL PUBLIC GOVERNMENT

6.1 PRE-TRANSITION DATE ARRANGEMENTS

6.1.1 The Parties recognize that prior to the Transition Date, the Sahtu Dene and Metis of Norman Wells have an interest in having the:

- a) rights of the Sahtu Dene and Metis of Norman Wells under the FSGA;
- b) rights of the Sahtu Dene and Metis of Norman Wells under the SDMCLCA, if the Tłegóhłı Got'ıne Government is acting as a Designated Sahtu Organization under 8.1.2;
- c) culture, traditions, and heritage of the Sahtu Dene and Metis of Norman Wells; and
- d) use of Sahtu Municipal Lands for residential, commercial, industrial and traditional purposes,

respected and reflected in the exercise of all of the Town of Norman Wells' powers under NWT Law, including the delivery of local services.

6.1.2 Prior to the Transition Date a Tłegóhłı Got'ıne Government representative is entitled to attend public meetings of the Town Council and to participate in such meetings by advising the Town Council of the views of the Tłegóhłı Got'ıne Government on matters before the Town Council.

6.1.3 No later than six (6) months following the approval of this AIP, the Sahtu Dene and Metis of Norman Wells, as represented by the Norman Wells Land Corporation, shall initiate negotiations with the Town of Norman Wells to conclude an intergovernmental agreement that shall:

- a) provide for a meeting, no less than annually, of the Legislative Council and the Town Council to discuss matters of mutual interest;
- b) establish a committee comprising representatives of:
 - i) the Sahtu Dene and Metis of Norman Wells, and
 - ii) the Town of Norman Wells

to discuss and consider how the matters in 6.1.1 a) to 6.1.1 d) can be respected and reflected in the exercise of the Town of Norman Wells' powers;

- c) identify how the intergovernmental agreement can be amended; and
- d) provide for any other matters agreed to.

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- 6.1.4 Prior to the date on which the negotiators for the Parties initial the FSGA, the Parties shall review the progress of the efforts to conclude the intergovernmental agreement referred to in 6.1.3 and:
- a) in the event an intergovernmental agreement is not concluded between the Norman Wells Land Corporation and the Town of Norman Wells, consider alternative approaches to the matters contemplated in 6.1; or
 - b) in the event an intergovernmental agreement is concluded between the Norman Wells Land Corporation and the Town of Norman Wells:
 - i) shall include text in 6.1 of the FSGA that reflects matters addressed under 6.1.3 a) and 6.1.3 b) in the intergovernmental agreement, and
 - ii) may consider including other matters in the FSGA that are addressed in the intergovernmental agreement.
- 6.1.5 An intergovernmental agreement referred to in 6.1.4 remains in effect until the Transition Date, unless the Tłegóhı́ Got'ı́ne Government and the Town of Norman Wells otherwise agree.

6.2 CONSULTATION ON BY-LAWS AND POLICIES

- 6.2.1 Prior to the Transition Date, the Tłegóhı́ Got'ı́ne Government may give notice to the GNWT that a proposed or existing by-law or policy of the Town of Norman Wells may adversely affect a right:
- a) under the FSGA; or
 - b) of the Sahtu Dene and Metis of Norman Wells under the SDMCLCA, if the Tłegóhı́ Got'ı́ne Government is acting as a Designated Sahtu Organization under 8.1.2.
- 6.2.2 The notice referred to in 6.2.1 shall be accompanied by supporting documentation setting out:
- a) the right or rights that may be adversely affected;
 - b) the rationale concerning how the proposed or existing by-law or policy may adversely affect such a right; and
 - c) any steps taken up to date of the notice to address the concern with the Town of Norman Wells.
- 6.2.3 Upon receipt of a notice under 6.2.1, the GNWT shall Consult the Tłegóhı́ Got'ı́ne Government regarding any adverse effect of the proposed or existing by-law or policy.

6.2.4 If, in the course of Consultation under 6.2.3, the GNWT determines that accommodation is appropriate, the GNWT shall take such measures it considers necessary in accordance with NWT Law or NWT policy, including disallowance of a by-law.

6.2.5 Section 85 of the *Cities, Towns and Villages Act* (NWT) does not operate to impair the ability of the GNWT under 6.2.4 to disallow a by-law or any severable part of a by-law that adversely affects a right described in 6.2.1 regardless of when that by-law received third reading.

6.3 INVOKING TRANSITION

6.3.1 When the percentage of Citizens ordinarily resident in Norman Wells has reached at least 70 percent (70%) of the overall population of Norman Wells, as determined under 3.4.2 i), the Tłegóhłı Got'ıneę Government may pass a resolution requiring its transition to the aboriginal public government described in Part III.

6.3.2 If the Tłegóhłı Got'ıneę Government passes a resolution under 6.3.1, it shall notify Canada and the GNWT of the resolution and provide a copy of the resolution.

6.4 PROPOSAL FOR EARLY TRANSITION

6.4.1 Notwithstanding 6.3.1 and in advance of the percentage set out in 6.3.1 being reached, the Tłegóhłı Got'ıneę Government may pass a resolution proposing, in writing, to Canada and the GNWT its transition to the aboriginal public government described in Part III.

6.4.2 A proposal under 6.4.1 may not be made more than once every ten (10) years from the date of the first proposal.

6.4.3 Canada and the GNWT shall respond to a proposal made under 6.4.1 within six (6) months of receipt of the resolution proposing early transition.

6.4.4 Transition of the Tłegóhłı Got'ıneę Government to the aboriginal public government in accordance with a proposal made under 6.4.1 requires the consent of Canada and the GNWT.

6.5 TRANSITION PROCESS

6.5.1 Upon receipt of a resolution under 6.3.2, or if Canada and the GNWT consent in writing to a proposal made under 6.4.1 the:

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- a) GNWT shall advise the Town of Norman Wells of the transition of the Tłegóhłı Got'ıne Government to the aboriginal public government described in Part III; and
 - b) Implementation Committee shall have an initial meeting to develop a pre-Transition Date plan within ninety (90) days of the:
 - i) receipt by Canada and the GNWT of the notice and resolution under 6.3.2, or
 - ii) later of the date Canada and the GNWT provide consent in writing to a proposal made under 6.4.1.
- 6.5.2 Unless otherwise agreed by the Parties, the Transition Date is no more than two (2) years from the date of the meeting referred to in 6.5.1 b).
- 6.5.3 Unless otherwise agreed by the Parties, within 180 days of the initial meeting referred to in 6.5.1 b), the Implementation Committee shall:
- a) conclude the pre-Transition Date plan setting out the activities required to prepare for the transition to the aboriginal public government described in Part III; and
 - b) set the Transition Date.
- 6.5.4 The pre-Transition Date plan shall identify the activities to be completed prior to the Transition Date, the time frames of these activities, and the responsibilities of each Party, where applicable, including:
- a) the conduct of the first election of the Tłegóhłı Got'ıne Government referred to in 6.7;
 - b) the amendment of the Tłegóhłı Got'ıne Government Constitution in accordance with the process referred to in 8.2.1 e) to reflect the provisions of 29.2.1;
 - c) the review of existing Tłegóhłı Got'ıne Government Law and Tłegóhłı Got'ıne Government programs and services to determine which may require amendment, replacement or termination by the Tłegóhłı Got'ıne Government, consistent with the Jurisdictions and Authorities under Part III;
 - d) the review of the tax treatment agreement entered into under 27.5.1, the Financing Agreement, and the implementation plan referred to in chapter 3 to determine which of these may require amendment, replacement or termination;

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- e) the review of agreements entered into under 8.11.1, 13.2.1, 15.2.1, 15.4.1, 16.3.1 b), 16.3.2, 18.3.1, 19.3.1, 26.3.5, and 27.2.2, and determination of whether such agreements may require amendment, replacement or termination;
 - f) the development of a work plan for activities to be undertaken in collaboration with the Town of Norman Wells to prepare for the Transition Date;
 - g) the development of a communications strategy to inform Citizens and residents of the Norman Wells Administrative Area of the transition to the aboriginal public government;
 - h) the work necessary to effect the transfer of GNWT Lands under chapter 45; and
 - i) any other matters that this FSGA requires or the Parties deem necessary.

6.6 TRANSITION TO ABORIGINAL PUBLIC GOVERNMENT

6.6.1 On the Transition Date the:

- a) Town of Norman Wells is dissolved;
- b) Tłegóhłı Got'ıne Government is the aboriginal public government described in Part III of the FSGA;
- c) Part II of the FSGA is no longer in effect; and
- d) Part III of the FSGA takes effect.

6.6.2 Tłegóhłı Got'ıne Government Law in force on the date immediately before the Transition Date shall remain in force and effect until repealed and replaced in accordance with chapter 29.

6.6.3 By-laws of the Town of Norman Wells in force on the date immediately before the Transition Date are deemed to be Tłegóhłı Got'ıne Government Law until repealed or replaced in accordance with chapter 29.

6.6.4 On the Transition Date the claims, rights, titles, interests, assets, obligations and liabilities of the Tłegóhłı Got'ıne Government remain claims, rights, titles, interests, assets, obligations and liabilities of the Tłegóhłı Got'ıne Government.

6.6.5 On the Transition Date, the claims, rights, titles, interests, assets, obligations and liabilities of the Town of Norman Wells vest in the Tłegóhłı Got'ıne Government.

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- 6.6.6 The FSGA does not prejudice any claims or grievances the Tłegóhłı Got'ıne Government or the Town of Norman Wells may have against Canada or the GNWT for matters that existed or arose prior to the Transition Date.
- 6.6.7 Nothing in 6.6.6 constitutes an admission by Canada or the GNWT of the validity of any claims of the Tłegóhłı Got'ıne Government or the Town of Norman Wells for matters that may have existed or have arisen prior to the Transition Date.
- 6.6.8 As the successor government to the Town of Norman Wells, the Tłegóhłı Got'ıne Government may pursue any rights of action concerning claims or grievances of, and defend any claims or grievances against the Town of Norman Wells for matters that existed or arose prior to the Transition Date.
- 6.6.9 If the dispute resolution process is invoked in accordance with 4.4.1 or a process of resolution is commenced in accordance with 4.5 or 4.6 but is not completed prior to the Transition Date, the process continues after the Transition Date.

6.7 FIRST ELECTIONS OF THE ABORIGINAL PUBLIC GOVERNMENT

- 6.7.1 Subject to 6.7.2 to 6.7.7, the first elections for the purposes of Part III of the FSGA for the:
- a) Leader and for the other members of the Legislative Council shall be conducted in accordance with the *Local Authorities Elections Act* (NWT); and
 - b) members of the Beneficiary Council shall be conducted in accordance with Tłegóhłı Got'ıne Government Law made under 9.1.1.
- 6.7.2 The elections referred to in 6.7.1 shall be held no less than ninety (90) days prior to the Transition Date but the individuals elected under 6.7.1 take office on the Transition Date.
- 6.7.3 Every Canadian citizen is entitled to vote for and nominate candidates for election to the Legislative Council in the first election, except for the Leader, if that individual is:
- a) at least eighteen (18) years of age; and
 - b) ordinarily resident in the Norman Wells Administrative Area for at least twelve (12) months prior to the first election of the other members of the Legislative Council.
- 6.7.4 Every Citizen is entitled to vote for and nominate candidates for election as Leader in the first election, if that Citizen is:

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- a) entitled to vote for and nominate candidates for election to the Legislative Council under Tłegóhłı Got'ıne Government Law under 9.2.1; and
 - b) ordinarily resident in the Norman Wells Administrative Area for at least twelve (12) months prior to the first election of the Leader.
- 6.7.5 Every Canadian citizen who is entitled to vote for and nominate candidates under 6.7.3 is eligible to stand for election to the Legislative Council in the first election under 6.7.1 a), unless that individual would not be eligible for a position on the Town Council under the *Local Authorities Elections Act (NWT)*.
- 6.7.6 Every Citizen who is entitled to vote for and nominate candidates for election as Leader under 6.7.4 is eligible to stand for election for Leader in the first election under 6.7.1 a).
- 6.7.7 Every Citizen who is a participant under the SDMCLCA, regardless of residency, is eligible to stand for election to the Beneficiary Council in the first election under 6.7.1 b) if that Citizen is entitled to vote for and nominate candidates for election to the Legislative Council under Tłegóhłı Got'ıne Government Law under 9.2.1.

CHAPTER 7 APPROVAL OF AIP AND RATIFICATION OF THE FSGA

7A.1 APPROVAL OF THE AIP

7A.1.1 When the chief negotiators for each of the Parties are prepared to recommend the AIP to their principals for approval, they shall submit the AIP to their principals.

7A.1.2 The AIP is approved when it is signed by:

- a) the President of the Norman Wells Land Corporation as authorized by the board of the Norman Wells Land Corporation;
- b) the Minister as authorized by the Executive Council of the GNWT; and
- c) the Minister of Indian Affairs and Northern Development.

7A.1.3 Once the AIP is approved in accordance with this chapter, the Parties shall jointly make the AIP public.

7A.1.4 The AIP is the basis for negotiating the FSGA.

7A.1.5 Nothing in the AIP creates legal obligations binding on the Parties.

7.1 GENERAL

7.1.1 When the chief negotiators for each of the Parties are prepared to recommend the FSGA to their principals for ratification, they shall initial the FSGA and submit the FSGA to their principals for consideration of ratification in accordance with this chapter.

7.2 TŁEGÓHLĮ GOT'JNEĜ GOVERNMENT CONSTITUTION

7.2.1 On or before the date the FSGA is submitted for a ratification vote under 7.3.1, the Sahtu Dene and Metis of the Norman Wells shall approve the Tłegóhlį Got'jneĜ Government Constitution.

7.3 RATIFICATION BY SAHTU DENE AND METIS OF NORMAN WELLS

7.3.1 Ratification of the FSGA by the Sahtu Dene and Metis of Norman Wells consists of:

- a) 50% +1 of the eligible voters included on the official voters list have approved the FSGA through a ratification vote by secret ballot, held in accordance with this chapter; and

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- b) the signing of the FSGA by the President of the Norman Wells Land Corporation as authorized by the Sahtu Dene and Metis of Norman Wells through the ratification vote.

7.4 RATIFICATION BY THE GNWT

7.4.1 Ratification of the FSGA by the GNWT consists of:

- a) approval of the FSGA by the Executive Council of the GNWT;
- b) signing of the FSGA by a Minister authorized by the Executive Council of the GNWT; and
- c) the coming into force of NWT Law which implements the FSGA.

7.4.2 The GNWT shall, as soon as possible, recommend to the Legislative Assembly of the NWT that the FSGA be approved, given effect and declared valid by NWT Law referred to in 7.4.1 c).

7.5 RATIFICATION BY CANADA

7.5.1 Ratification of the FSGA by Canada consists of:

- a) approval of the FSGA by the Governor-in-Council;
- b) signing of the FSGA by the Minister authorized by the Governor-in-Council; and
- c) the coming into force of Federal Law which implements the FSGA.

7.5.2 Canada shall, as soon as possible, recommend to the Parliament of Canada that the FSGA be approved, given effect and declared valid by Federal Law referred to in 7.5.1 c).

7.6 RATIFICATION COMMITTEE

7.6.1 A ratification committee is established on a date agreed to by the Parties to conduct the ratification process for the Sahtu Dene and Metis of Norman Wells in accordance with this chapter.

7.6.2 The ratification committee is composed of:

- a) two (2) individuals appointed by the Norman Wells Land Corporation;
- b) one (1) individual appointed by the Minister of Indian Affairs and Northern Development; and
- c) two (2) individuals appointed by the Minister authorized by the Executive Council of the GNWT.

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- 7.6.3 The ratification committee determines its own procedures and rules in accordance with the principles of natural justice, this chapter and schedule 7-1.
- 7.6.4 The ratification committee shall prepare a budget, subject to review and approval by Canada and the GNWT, to carry out its duties and responsibilities in accordance with this chapter and schedule 7-1.
- 7.6.5 The approved expenses of the ratification committee shall be paid by Canada and the GNWT.

7.7 PRELIMINARY VOTERS LIST

- 7.7.1 The ratification committee shall:
- a) prepare a preliminary list of eligible voters, being a list of every individual who is:
 - i) a member of the Norman Wells Land Corporation, and
 - ii) at least eighteen (18) years of age before the final day of the vote;
 - b) set the date by which appeals under 7.8.1 must be made, which date is to be at least forty-five (45) days after the publication of the preliminary voters list, and specify that date on that list; and
 - c) publish the preliminary voters list, at least 120 days prior to the ratification date, in Norman Wells, in the City of Yellowknife, and in any other location it considers appropriate.

7.8 APPEALS

- 7.8.1 An appeal may be made in writing to the ratification committee within the period set out in 7.7.1 b), by an individual whose name is:
- a) not on the preliminary voters list to have that individual's name included in the official voters list; or
 - b) on the preliminary voters list to prevent the name of that individual or of another individual from being included in the official voters list on the basis of ineligibility.
- 7.8.2 The ratification committee shall, in respect of an appeal under 7.8.1:
- a) hear the appeal in accordance with its procedures and rules, this chapter and schedule 7-1;
 - b) make its decision on the basis of evidence it considers credible and trustworthy; and
 - c) prior to publishing the official voters list under 7.9.2, give its decision in writing to the appellant and, in the case of an appeal under 7.8.1 b), to the individual alleged to be ineligible.

7.8.3 Prior to the publication of the official voters list, the ratification committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised under 7.8.1, where those errors are brought to its attention within the period set out in 7.7.1b).

7.8.4 A decision of the ratification committee under 7.8 is final.

7.9 OFFICIAL VOTERS LIST

7.9.1 The ratification committee shall, at least forty-five (45) days before the first day of the vote, revise the preliminary voters list in accordance with its decisions made under 7.8.2 and 7.8.3 and publish it as the official voters list.

7.9.2 The ratification committee shall ensure that the official voters list is published in Norman Wells, in the City of Yellowknife and in any other location it considers appropriate.

7.10 INFORMATION CAMPAIGN

7.10.1 The ratification committee shall, at least xx days³ before the first day of the vote:

- a) be responsible for providing eligible voters with a reasonable opportunity to review the substance and details of the FSGA; and
- b) organize meetings in Norman Wells and in the City of Yellowknife and in any other locations it considers appropriate to provide eligible voters an opportunity to discuss the FSGA with representatives of the Parties.

7.11 RATIFICATION VOTE

7.11.1 The ratification committee shall:

- a) set the date or dates of the ratification vote, including advanced polls, which shall not be later than eighteen (18) months after the creation of the ratification committee and at least forty-five (45) days before the first voting day;
- b) publish the date or dates set under 7.11.1 a) in Norman Wells, the City of Yellowknife, and in any other location it considers appropriate;
- c) specify that the ratification vote be held on the same date or dates at all polling stations;

³ Parties to determine during FSGA negotiations.

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- d) establish rules for the conduct of the ratification vote that are consistent with this chapter and schedule 7-1, including the establishment of polling stations and the provision of mail-in ballots;
 - e) prepare ratification materials for approval by the Parties for distribution to all eligible voters;
 - f) develop the form and content of the ballot to be approved by the Parties; and
 - g) receive and tabulate all ballots and within xx days of the ratification vote⁴, publish the results in Norman Wells, in the City of Yellowknife and in any other location it considers appropriate, showing the:
 - i) number of eligible voters,
 - ii) number of ballots cast,
 - iii) number of ballots approving the FSGA,
 - iv) number of ballots not approving the FSGA,
 - v) number of ballots spoiled or rejected, and
 - vi) percentage of votes cast in favour.

7.12 EFFECTIVE DATE

- 7.12.1 The FSGA takes effect after approval by the Parliament of Canada on a date agreed to by the Parties and set by a federal order-in-council, which date is at least two (2) weeks after the order is made.
- 7.12.2 The NWT Law which implements the FSGA shall provide that the FSGA takes effect on the date set in accordance with 7.12.1.
- 7.12.3 Unless otherwise specified in the Federal Law or NWT Law which implement the FSGA, Parts I, II, and IV of the FSGA take effect on the Effective Date.
- 7.12.4 Prior to the Transition Date, Part III of the FSGA is not in effect.

⁴ Parties to determine during FSGA negotiations.

SCHEDULE 7-1

RATIFICATION RULES AND PROCEDURES

This schedule to be negotiated during FSGA negotiations.

PART II

ABORIGINAL TŁEGÓHŁI GOT'INE GOVERNMENT

CHAPTER 8 TŁEGÓHŁI GOT'INEŃ GOVERNMENT

8.1 LEGAL STATUS AND CAPACITY

8.1.1 The Tłegóhłi Got'ineŃ Government is a legal entity with the legal capacity of a natural person.

8.1.2 The Tłegóhłi Got'ineŃ Government may act as a Designated Sahtu Organization in accordance with the SDMCLCA.

8.2 TŁEGÓHŁI GOT'INEŃ GOVERNMENT CONSTITUTION

8.2.1 The Tłegóhłi Got'ineŃ Government Constitution shall:

- a) confirm that the Sahtu Dene and Metis of Norman Wells shall act through the Tłegóhłi Got'ineŃ Government in exercising their rights, powers and privileges under the FSGA;
- b) set out principles to be followed by the Tłegóhłi Got'ineŃ Government in carrying out its duties, functions and obligations, including when making Tłegóhłi Got'ineŃ Government Law;
- c) provide for accountability of the Tłegóhłi Got'ineŃ Government to its Citizens;
- d) provide for a process for approval by the Tłegóhłi Got'ineŃ Government of an amendment to the FSGA;
- e) provide for a process for the amendment of the Tłegóhłi Got'ineŃ Government Constitution;
- f) confirm that the *Canadian Charter of Rights and Freedoms* applies to the Tłegóhłi Got'ineŃ Government and Institutions of the Tłegóhłi Got'ineŃ Government; and
- g) set out any other matters as required by the Sahtu Dene and Metis of Norman Wells.

8.3 STRUCTURE OF THE TŁEGÓHŁI GOT'INEŃ GOVERNMENT

8.3.1 The Tłegóhłi Got'ineŃ Government consists of:

- a) a Legislative Council composed of not less than five (5) but not more than nine (9) members, including the Leader, who shall:
 - i) have overall responsibility for the administration of the Tłegóhłi Got'ineŃ Government,
 - ii) hold office in accordance with the Tłegóhłi Got'ineŃ Government Constitution, and
 - iii) may appoint an Executive Committee;
- b) the Leader who:

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- i) is selected by the Legislative Council from amongst its elected members, and
 - ii) presides over and is a voting member of the Legislative Council and the Executive Committee, if the Executive Committee is appointed under 8.3.1 a) ii); and
- c) the Justice Council that:
- i) consists of no less than three (3) and no more than five (5) members appointed by the Legislative Council for a term not exceeding four (4) years, and
 - ii) exercises the duties and functions in accordance with chapter 26.

8.3.2 If the Legislative Council appoints an Executive Committee under 8.3.1 a) iii), the Executive Committee shall:

- a) be composed of the Leader plus one (1) to five (5) other individuals; and
- b) perform duties and functions assigned to it by the Legislative Council for the term of its appointment.

8.4 INSTITUTIONS OF THE TŁEGÓHŁI GOT'INEĜ GOVERNMENT

8.4.1 The Tłegóhłi Got'ineĜ Government has the Jurisdiction to establish Institutions of the Tłegóhłi Got'ineĜ Government, but if an Institution of the Tłegóhłi Got'ineĜ Government is a corporation, trust, society or cooperative, the corporation, trust, society or cooperative shall be established in accordance with Federal Law or NWT Law.

8.4.2 The Jurisdiction of the Tłegóhłi Got'ineĜ Government under 8.4.1 includes establishing Institutions of the Tłegóhłi Got'ineĜ Government that may provide programs or services to non-Citizens under the terms and conditions as may be set out in an intergovernmental agreement under 8.11.1.

8.5 OPERATION OF THE TŁEGÓHŁI GOT'INEĜ GOVERNMENT

8.5.1 The Tłegóhłi Got'ineĜ Government has Jurisdiction with respect to the administration, management and operation of the Tłegóhłi Got'ineĜ Government, including providing for:

- a) the privileges and immunities for the members of the Legislative Council consistent with those applicable to the members of the Legislative Assembly of the NWT;

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- b) the limiting of personal liability of elected or appointed members, officials, employees, and agents of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government, provided that the Tłegóhłı Got'ıne Government retains liability for their acts and omissions pursuant to the doctrine of vicarious liability; and
 - c) privacy and access to information under the control of the Tłegóhłı Got'ıne Government.

8.5.2 Tłegóhłı Got'ıne Government Law shall provide for a system of financial administration for the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government that is comparable to those of a government exercising similar Jurisdiction and Authority in Canada, including authority to:

- a) borrow funds;
- b) make or guarantee loans;
- c) forgive debts; and
- d) acquire or dispose of property.

8.5.3 The Tłegóhłı Got'ıne Government shall provide for conflict of interest rules for elected or appointed members, officials, employees, delegates and agents of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government that are comparable to those of a government exercising similar Jurisdictions and Authority in Canada.

8.5.4 The Tłegóhłı Got'ıne Government or Institutions of the Tłegóhłı Got'ıne Government shall provide non-Citizens who may be directly affected by a:

- a) Tłegóhłı Got'ıne Government Law; or
- b) program or service delivered by the Tłegóhłı Got'ıne Government or an Institution of the Tłegóhłı Got'ıne Government,

with the opportunity to be heard and views considered in relation to the Tłegóhłı Got'ıne Government Law or the delivery of the program or service.

8.6 LANGUAGE OF TŁEGÓHŁı GOT'ıNE GOVERNMENT LAWS

8.6.1 Tłegóhłı Got'ıne Government Law shall be in English and may be in North Slavey, but the English version shall be authoritative.

8.7 COMING INTO FORCE OF TŁEGÓHŁı GOT'ıNE GOVERNMENT LAWS

8.7.1 Tłegóhłı Got'ıne Government Law comes into force at the beginning of the day following its enactment or such other time as may be specified in such Tłegóhłı Got'ıne Government Law or other Tłegóhłı Got'ıne Government Law.

8.8 PROOF OF TŁEGÓHLĮ GOT'INĘ GOVERNMENT LAWS AND TŁEGÓHLĮ GOT'INĘ GOVERNMENT CONSTITUTION

- 8.8.1 In any proceeding, a copy of a Tłegóhłį Got'ineę Government Law certified as a true copy by a duly authorized officer of the Tłegóhłį Got'ineę Government under the official seal of the Tłegóhłį Got'ineę Government is, without proof of the signature or official position of such officer, evidence of its enactment by the Tłegóhłį Got'ineę Government Law.
- 8.8.2 In any proceeding, a copy of the Tłegóhłį Got'ineę Government Constitution certified as a true copy by a duly authorized officer of the Tłegóhłį Got'ineę Government under the official seal of the Tłegóhłį Got'ineę Government is, without proof of the signature or official position of such officer, evidence of its ratification by the Sahtu Dene and Metis of Norman Wells.

8.9 PUBLIC REGISTER OF TŁEGÓHLĮ GOT'INĘ GOVERNMENT LAWS

- 8.9.1 The Tłegóhłį Got'ineę Government shall establish procedures for the coming into force of, publication of, recording into the public register of and public access to Tłegóhłį Got'ineę Government Laws.
- 8.9.2 The Tłegóhłį Got'ineę Government shall maintain a public register of all Tłegóhłį Got'ineę Government Laws and amendments to Tłegóhłį Got'ineę Government Laws.

8.10 NOTIFICATION OF TŁEGÓHLĮ GOT'INĘ GOVERNMENT LAWS

- 8.10.1 The Tłegóhłį Got'ineę Government shall provide, as soon as practicable, the GNWT with copies of all Tłegóhłį Got'ineę Government Laws for information purposes.
- 8.10.2 Upon request, the Tłegóhłį Got'ineę Government shall provide, at no cost, a certified true copy of a Tłegóhłį Got'ineę Government Law to Canada.
- 8.10.3 When the Tłegóhłį Got'ineę Government intends to enact or amend a Tłegóhłį Got'ineę Government Law that could reasonably be expected to impact the implementation of an NWT Law, the Tłegóhłį Got'ineę Government shall provide the GNWT with reasonable notice of such intent and such relevant information to allow the GNWT and the Tłegóhłį Got'ineę Government to consider program delivery implications.
- 8.10.4 No Tłegóhłį Got'ineę Government Law shall be void, invalid or unenforceable by reason of a failure to satisfy 8.10.1, 8.10.2 or 8.10.3.

8.11 INTERGOVERNMENTAL AGREEMENTS

8.11.1 The Tłegóhłı Got'ıne Government and the GNWT or Canada may enter into agreements:

- a) to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery; or
- b) for information sharing, record keeping or other measures as may be agreed upon.

8.11.2 An agreement for the delivery of programs and services referred to in 8.11.1a) may:

- a) include other parties;
- b) provide for mechanisms for coordinating and harmonizing program and service delivery; and
- c) address any other matter the parties to the agreement consider necessary.

8.12 DELEGATION

8.12.1 The Tłegóhłı Got'ıne Government may delegate any of its Jurisdictions to another government, body or institution with the written agreement of Canada and the GNWT.

8.12.2 The Tłegóhłı Got'ıne Government may delegate any of its Authorities.

8.12.3 Any delegation of Jurisdiction or Authority under 8.12.1 and 8.12.2 shall be made in such a manner so as to retain accountability to Citizens and shall be in writing and agreed to by the person or entity receiving the delegation.

8.12.4 The Tłegóhłı Got'ıne Government may enter into written agreements to receive Jurisdiction or Authority by delegation from another government.

CHAPTER 9 ELECTIONS FOR THE TŁEGÓHLĪ GOT'INĘ GOVERNMENT

9.1 JURISDICTION

- 9.1.1 The TłegóhlĪ Got'ine Government has Jurisdiction with respect to elections for the TłegóhlĪ Got'ine Government and for those Institutions of the TłegóhlĪ Got'ine Government whose members are elected.
- 9.1.2 TłegóhlĪ Got'ine Government Law made under 9.1.1 shall:
- a) ensure elections are fair and open;
 - b) ensure elections are conducted by secret ballot;
 - c) provide for appeals relating to the process, conduct or results of an election; and
 - d) ensure that there are periodic elections, no more than five (5) years apart, for all elected positions.

9.2 ENTITLEMENT TO VOTE AND NOMINATE

- 9.2.1 Subject to 9.2.2, TłegóhlĪ Got'ine Government Law shall provide that every Citizen who is a Canadian citizen is entitled to vote for and nominate candidates for election to an elected office of the TłegóhlĪ Got'ine Government and any elected Institutions of the TłegóhlĪ Got'ine Government, except the office of Leader.
- 9.2.2 TłegóhlĪ Got'ine Government Law may provide for restrictions on Citizens' eligibility to vote for and nominate candidates for election to an elected office of the TłegóhlĪ Got'ine Government and elected Institutions of the TłegóhlĪ Got'ine Government, except the office of Leader, including:
- a) an age requirement that is not less than sixteen (16) years of age; and
 - b) a residency requirement in the Norman Wells Administrative Area that does not exceed two (2) years.

9.3 ELIGIBILITY TO STAND FOR ELECTION

- 9.3.1 Subject to 9.3.2, TłegóhlĪ Got'ine Government Law shall provide that every Citizen who is a Canadian citizen is eligible to stand for election to an office of the TłegóhlĪ Got'ine Government and for any elected TłegóhlĪ Got'ine Government Institution, except the office of Leader.
- 9.3.2 TłegóhlĪ Got'ine Government Law may provide for restrictions on Citizens' eligibility to stand for election, including:
- a) an age requirement that is not less than eighteen (18) years of age; and

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- b) a residency requirement in the Norman Wells Administrative Area that does not exceed two (2) years.

9.4 FIRST ELECTION

- 9.4.1 The first election of the Tłegóhłı Got'ıne Government shall be conducted in accordance with the process set out in schedule 9-1.
- 9.4.2 Individuals elected in the first Tłegóhłı Got'ıne Government election take office on the Effective Date.

9.5 CONFLICT

- 9.5.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

SCHEDULE 9-1 PROCESS FOR CONDUCT OF FIRST ELECTION

Definitions:

“Close of Nominations” means the day that is no later than thirty (30) days prior to the Election Day;

“Election Day” means the date fixed for the first election under section 2;

“Electoral Officer” means the individual appointed under section 2; and

“Member” means any individual who qualifies as a member of the Norman Wells Land Corporation pursuant to section 8 of By-Law No. 1 of the Norman Wells Land Corporation.

Election:

1. All Members are entitled to vote for the first election.
2. No later than twelve (12) months after the establishment of the ratification committee described in chapter 7, the Board of Directors of the Norman Wells Land Corporation shall by resolution:
 - a) fix the Election Day for the first Tłegóhłı Got'ıne Government election, which date shall be on a Tuesday not less than sixty (60) days from the date of the resolution; and
 - b) appoint an Electoral Officer for the first election, whose remuneration shall be fixed by the Board of Directors at the time of appointment.

Electoral Officer

3. The Electoral Officer must be an individual who:
 - a) is not a Member;
 - b) is not related, lineally or by adoption, to a spouse, parent, sibling, child, grandparent or first cousin of a Member;
 - c) is not a spouse of a Member;
 - d) has no vested interest in the outcome of the first election; and
 - e) is not a permanent employee or full-time contractor of the Norman Wells Land Corporation or of any of its subsidiaries.

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4. The Electoral Officer shall conduct the entire administration and process of the first election, including:
 - a) using the most current list of Members;
 - b) creating and maintaining an election file containing copies of all correspondence, memoranda and any other information relevant to the conduct of the first election;
 - c) undertaking any activities necessary to conduct nominations in the manner prescribed in this schedule; and
 - d) supervising the election and ensuring that the election is conducted in accordance with the provisions of this schedule.

 5. At least forty-five (45) days prior to the Election Day, the Electoral Officer shall:
 - a) post a notice in a newspaper with circulation in the Northwest Territories and in any newspaper outside of the Northwest Territories that the Electoral Officers consider necessary for two (2) consecutive weeks announcing:
 - i) the Election Day,
 - ii) the number of positions for members of the Legislative Council that are open for election, and
 - iii) the date of the Close of Nominations; and
 - b) circulate to all Members, by mail addressed to each Member at the last address provided by the Member to the Norman Wells Land Corporation:
 - i) the information in the notice referred to in subsection 5 a), and
 - ii) the nomination form.

Eligibility to Stand for Election

6. A Member is eligible to stand for election as a member of the first Legislative Council, if the Member:
 - a) has not been declared incompetent by a court in Canada or in another country on Election Day;
 - b) does not have the status of a bankrupt on Election Day;

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- c) has ordinarily and continuously resided within 100 kilometers of Norman Wells for at least one (1) year prior to Election Day;
 - d) has not been convicted of an indictable offence within five (5) years of Election Day;
 - e) has not been charged with an indictable offence involving the Norman Wells Land Corporation, including any of its subsidiaries at the time of nomination;
 - f) is not, at the time of nomination, a party in a civil action involving the Norman Wells Land Corporation, or is not adverse in interest to the Norman Wells Land Corporation or any of its subsidiaries in that civil action;
 - g) is not indebted to the Norman Wells Land Corporation or any of its subsidiaries at the time of nomination.
7. In order for a Member to have his or her name appear on the ballot for the election, the Member must complete a nomination form signed by two (2) Members and deliver the nomination form to the Electoral Officer before the Close of Nominations.
 8. Nominations may be accepted by the Electoral Officer no later than thirty (30) days prior to the Election Day.
 9. If, at the Close of Nominations, there are no more nominees than the maximum number of individuals permitted by the Tłegóhłı Got'ıne Government Constitution to sit on the Legislative Council, the Electoral Officer shall declare the nominees to be the members-elect of the Legislative Council.
 10. If, at the Close of Nominations, there are more nominees than the maximum number of individuals permitted by the Tłegóhłı Got'ıne Government Constitution to sit on the Legislative Council, the Electoral Officer shall, as soon as possible and no later than twenty (20) days prior to the Election Day:
 - a) prepare and publish a list of Members who have been nominated as candidates and who are eligible to have their name appear on the election ballot; and
 - b) mail every Member an election ballot, together with a return envelope addressed to the Electoral Officer, and voting instructions.

Voting Procedure

11. A Member may vote for any nominee up to the maximum number of individuals permitted by the Tłegóhłı Got'ıne Government Constitution to sit on the Legislative Council, by:

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- a) returning the election ballot in the envelope addressed to the Electoral Officer post-marked no later than Election Day; or
 - b) delivering the election ballot personally to the Electoral Officer no later than 5:00 p.m. on Election Day.

Counting the Ballots

12. The Electoral Officer shall count all of the election ballots received by the Electoral Officer either by mail or by delivery on Election Day immediately after 5:00 p.m. on the Tuesday following Election Day.

Declaration of Outcome

13. The Electoral Officer shall, upon completion of the count of election ballots, declare the nominees who have received the greatest number of votes, up to the number of individuals permitted by the Tłegóhł Got'jñę Government Constitution to sit on the Legislative Council.

CHAPTER 10 CITIZENSHIP

10.1 JURISDICTION

10.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to who is, or who may become, a Citizen in accordance with this chapter.

10.1.2 Tłegóhłı Got'ıne Government Law made under 10.1.1 shall:

- a) include citizenship criteria; and
- c) ensure that, as of the Effective Date, members of the Norman Wells Land Corporation become Citizens.

10.1.3 Individuals who were eligible, immediately prior to the Effective Date, to have their names entered on the Norman Wells Land Corporation membership list have the right to become Citizens.

10.1.4 Notwithstanding 10.1.3, no individual:

- a) having citizenship under another agreement which addresses aboriginal self-government in Canada;
- b) who is a member of another land corporation established under the SDMCLCA; or
- c) who is on an *Indian Act* (Canada) band list, other than the Tulita Dene Band, the Fort Good Hope Band or the Behdzi Ahda First Nation Band,

may, at the same time, be a Citizen.

10.1.5 The conferring of citizenship upon any individual under 10.1.1 shall not confer a right of entry into Canada or a right to Canadian citizenship or permanent residency in Canada.

10.2 CONFLICT

10.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 11 LANGUAGE, CULTURE AND SPIRITUALITY

11.1 JURISDICTION

11.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to:

- a) the language and culture of the Sahtu Dene and Metis of Norman Wells, including their preservation, development and promotion;
- b) the spiritual practices, customs and traditions of the Sahtu Dene and Metis of Norman Wells, including their preservation, development and promotion;
- c) education in relation to the language, culture, heritage, and spiritual practices, customs and traditions of the Sahtu Dene and Metis of Norman Wells; and
- d) certification, licensing, and regulation of individuals who teach the language, culture, laws, heritage and spiritual practices, customs, and traditions of the Sahtu Dene and Metis of Norman Wells.

11.2 CONFLICT

11.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 12 TRADITIONAL HEALING

12.1 JURISDICTION

12.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the NWT with respect to:

- a) traditional healing services of the Sahtu Dene and Metis of Norman Wells;
- b) the training of individuals providing the traditional healing services referred to in 12.1.1 a); and
- c) the certification, licensing, and regulation of individuals providing traditional healing services referred to in 12.1.1 a).

12.1.2 The Jurisdiction in 12.1.1 does not include:

- a) medical or health practices or practitioners requiring licensing or certification under Federal Law or NWT Law;
- b) products and substances that are regulated under Federal Law or NWT Law; and
- c) long term healthcare comprising a range of facility-based healthcare services for individuals who have reduced or no capacity for self-care that are established, funded and supervised by the GNWT.

12.2 CONFLICT

12.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

**CHAPTER 13 ADULT EDUCATION, TRAINING, POST-SECONDARY
EDUCATION AND EDUCATION SUPPORT SERVICES**

13.1 JURISDICTION

13.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to:

- a) Adult Education of Citizens;
- b) Training of Citizens; and
- c) post-secondary education to:
 - i) establish post-secondary education programs, services and institutions, including the determination of curriculum, and
 - ii) regulate post-secondary education programs, services and institutions established by the Tłegóhłı Got'ıne Government.

13.1.2 The Tłegóhłı Got'ıne Government has Jurisdiction in the NWT with respect to Education Support Services for Citizens.

13.2 AGREEMENTS

13.2.1 If the Tłegóhłı Got'ıne Government establishes Education Support Services, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information on individuals receiving Education Support Services.

13.3 CONFLICT

13.3.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 14 EARLY CHILDHOOD EDUCATION

14.1 JURISDICTION

- 14.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to the:
- a) early childhood education of Children of Citizens who are under the age of six (6) years and who are not Students;
 - b) childcare of Children of Citizens who are under the age of twelve (12) years;
 - c) regulation of facilities providing early childhood education and childcare provided for in 14.1.1 a) and 14.1.1 b); and
 - d) certification of individuals providing early childhood education and childcare referred to in 14.1.1 a) and 14.1.1 b).

14.2 STANDARDS

- 14.2.1 Tłegóhłı Got'ıne Government Law made under 14.1.1 shall provide for standards compatible with NWT core principles and objectives on early childhood education.

14.3 CONFLICT

- 14.3.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 15 KINDERGARTEN TO GRADE 12 EDUCATION

15.1 JURISDICTION

15.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in relation to:

- a) kindergarten to grade 12 education of Students who are Citizens residing in the Norman Wells Administrative Area;
- b) the certification of kindergarten to grade 12 teachers;
- c) the development of the Curriculum Framework; and
- d) setting the requirements for grade 12 graduation.

15.1.2 If the Tłegóhłı Got'ıne Government exercises its Jurisdiction under 15.1.1, it shall ensure that:

- a) Tłegóhłı Got'ıne Government Laws establish Curriculum Framework, examination and other standards that permit transfers of students at a similar level of achievement between school systems in the NWT and permit entry to provincial and territorial post-secondary education systems;
- b) all Citizens residing in the Norman Wells Administrative Area who are aged five (5) years by December 31 of a school year and not older than twenty-one (21) years, have access to kindergarten to grade 12 education in a regular instructional setting in the Norman Wells Administrative Area; and
- c) teacher certification standards set by Tłegóhłı Got'ıne Government Law meet or exceed territorial standards for teacher certification.

15.1.3 The Tłegóhłı Got'ıne Government may create exemptions to 15.1.2 b):

- a) if a Student who is a Citizen has reached the age of sixteen (16) years and has been expelled from school;
- b) if the health, safety, or the delivery of education to that Student who is a Citizen or other Students who are Citizens would be jeopardized by the presence of that Student in a regular instructional setting; or
- c) as determined by the Tłegóhłı Got'ıne Government, following discussions with the GNWT.

15.2 AGREEMENTS

15.2.1 The Tłegóhłı Got'ıne Government may enter into agreements with a territory, province or Canada, a school board in a territory or province, or any independent school accredited by a territory or province, for the delivery of kindergarten to grade 12 education within the Norman Wells Administrative

Area, or for Students who are Citizens receiving kindergarten to grade 12 education outside of the Norman Wells Administrative Area.

15.3 CONSULTATION

15.3.1 The GNWT shall Consult with the Tłegóhłı Got'ıne Government prior to proposing changes to NWT teacher certification standards.

15.4 CONFLICT

15.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 16 ADOPTION

16.1 JURISDICTION

16.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the NWT with respect to the adoption of Children of Citizens.

16.1.2 A Tłegóhłı Got'ıne Government Law made under 16.1.1 shall require that the individual or individuals having lawful custody of the Child consent to the application of Tłegóhłı Got'ıne Government Law if the Child:

- a) has a parent who is subject to an adoption law exercised through another Aboriginal rights agreement in Canada; or
- b) resides outside the Norman Wells Administrative Area.

16.1.3 Tłegóhłı Got'ıne Government Law made under 16.1.1:

- a) shall provide that the best interests of the Child are paramount in determining whether an adoption shall take place;
- b) shall require that notice be given to and consent sought from a parent and a person having lawful custody of the Child, to a proposed adoption of the Child;
- c) shall give the individual or individuals who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parent or parents; and
- d) may, if the birth parent or parents do not have lawful custody of the Child to be adopted, give the birth parent or parents the opportunity, if practicable, to express a preference for the adoptive parents.

16.2 STANDARDS

16.2.1 Tłegóhłı Got'ıne Government Law made under 16.1.1 shall provide for standards compatible with NWT core principles and objectives on adoption.

16.3 INFORMATION SHARING

16.3.1 If the Tłegóhłı Got'ıne Government exercises Jurisdiction under 16.1.1:

- a) the Tłegóhłı Got'ıne Government shall provide to Canada copies of records of all adoptions occurring under Tłegóhłı Got'ıne Government Law; and

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- b) the Tłegóhłı Got'ıne Government and the GNWT shall develop protocols for the sharing of information in respect of Children of Citizens adopted under Tłegóhłı Got'ıne Government Law and NWT Law.

16.3.2 Prior to the date on which the negotiators for the Parties initial the FSGA, the Parties shall determine:

- a) what information shall be shared; and
- b) by and to whom and when the information shall be shared,

in respect of the adoption of Children of Citizens under Tłegóhłı Got'ıne Government Law and NWT Law and shall include text reflecting that determination in substitution for 16.3.2.

16.4 COURT PROCEEDINGS

16.4.1 An individual who has adopted a Child under Tłegóhłı Got'ıne Government Law made under 16.1.1 may apply to the Supreme Court of the NWT to issue a declaratory order that the adoption has occurred.

16.5 CONFLICT

16.5.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 17 CHILD AND FAMILY SERVICES

17.1 JURISDICTION

- 17.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subject of Child and Family Services.
- 17.1.2 Until the Parties have addressed the subject of Child and Family Services, for a Child who is a Citizen or is entitled to be enrolled as a Citizen under Tłegóhłı Got'ıne Government Law, the Tłegóhłı Got'ıne Government is the applicable aboriginal organization for the purposes of the *Child and Family Services Act* (NWT) and regulations thereunder.

CHAPTER 18 INCOME SUPPORT

18.1 JURISDICTION

- 18.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to Income Support for Citizens in the Norman Wells Administrative Area.
- 18.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 18.1.1 does not include setting residency conditions in relation to being eligible for income support.

18.2 STANDARDS

- 18.2.1 Tłegóhłı Got'ıne Government Law made under 18.1.1 shall provide for standards compatible with NWT core principles and objectives on Income Support.

18.3 AGREEMENTS

- 18.3.1 If the Tłegóhłı Got'ıne Government is providing Income Support under 18.1.1, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information respecting the Citizens who are receiving Income Support.

18.4 CONFLICT

- 18.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 19 SOCIAL HOUSING

19.1 JURISDICTION

- 19.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to Social Housing for Citizens.
- 19.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 19.1.1 does not include:
- a) landlord tenant relations; and
 - b) building and construction codes.

19.2 STANDARDS

- 19.2.1 Tłegóhłı Got'ıne Government Law made under 19.1.1 shall provide for standards compatible with NWT core principles and objectives on Social Housing, in order to enable Citizens receiving Social Housing to retain Social Housing benefits and any associated liabilities when transferring between a Tłegóhłı Got'ıne Government Social Housing program and a GNWT Social Housing program.

19.3 AGREEMENTS

- 19.3.1 If the Tłegóhłı Got'ıne Government is providing Social Housing under 19.1.1, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information.

19.4 CONFLICT

- 19.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or a NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 20 GUARDIANSHIP AND TRUSTEESHIP

20.1 JURISDICTION

- 20.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subjects of guardianship and trusteeship.
- 20.1.2 Any property of a Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Effective Date continues to be administered under the *Indian Act* (Canada) after the Effective Date.

CHAPTER 21 WILLS AND ESTATES

21.1 JURISDICTION

- 21.1.1 Following the tenth anniversary of the Effective Date and at a time agreed to by the Parties, the Parties shall address the subjects of wills and estates.
- 21.1.2 Any property of a Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Effective Date shall continue to be administered under the *Indian Act* (Canada) after the Effective Date.

CHAPTER 22 MARRIAGE

22.1 JURISDICTION

22.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to the solemnization of marriage, including:

- a) appointing, certifying, licensing, and regulating individuals who may perform marriages;
- b) establishing a registry of individuals authorized to perform marriages;
- c) setting the rights, duties and responsibilities of individuals permitted to perform marriages;
- d) authorizing the form and content of marriage licences and marriage certificates;
- e) appointing the issuers of marriage licences and marriage certificates; and
- f) setting fees and requirements for a marriage licence.

22.1.2 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to the prohibition of marriage between individuals related in specified degrees by consanguinity, affinity or adoption that are in addition to the federal requirements contained in the *Marriage (Prohibited Degrees) Act* (Canada).

22.1.3 A marriage solemnized in accordance with Tłegóhłı Got'ıne Government Law is dissolved only by a decree of divorce issued under the *Divorce Act* (Canada) or by an adjudication of nullity by a court of competent jurisdiction.

22.2 VALIDITY

22.2.1 Marriages conducted in accordance with Tłegóhłı Got'ıne Government Law shall be recognized under Federal Law and NWT Law.

22.2.2 Marriages conducted in accordance with NWT Law or marriages otherwise recognized as valid in Canada shall be recognized under Tłegóhłı Got'ıne Government Law.

22.3 INFORMATION SHARING

22.3.1 The Tłegóhłı Got'ıne Government shall provide the GNWT with copies of all marriage certificates issued under Tłegóhłı Got'ıne Government Law.

22.3.2 The Tłegóhłı Got'ıne Government shall maintain a registry of all marriage

certificates issued under Tłegóhłı Got'ıne Government Law.

22.4 CONFLICT

22.4.1 Subject to 22.4.2, in the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the conflict.

22.4.2 Section 4 of the *Marriage (Prohibited Degrees) Act* (Canada) does not operate to impair the validity or operation of a Tłegóhłı Got'ıne Government Law made under 22.1.2.

CHAPTER 23 SETTLEMENT LANDS

23.1 JURISDICTION

- 23.1.1 Subject to 23.1.2, the Tłegóhłı Got'ıne Government has Jurisdiction with respect to the use, management, administration, control, and protection of Settlement Lands, including:
- a) Jurisdiction of a municipal nature in relation to the licensing of businesses, business activities and persons engaged in business on Settlement Lands;
 - b) trespass on Settlement Lands;
 - c) subject to 23.1.3 b), the power to require that a person obtain a permit, licence or other authorization from the Sahtu Land and Water Board provided that the *Mackenzie Valley Land Use Regulations* (Canada) or the *Waters Act* (NWT) do not require a permit, licence or other authorization for the use of Settlement Lands; and
 - d) controlling or prohibiting the transport, sale, manufacture or use of weapons on Settlement Lands.
- 23.1.2 The regulation of land, water, and the environment on Settlement Lands shall be carried out within the regulatory framework set out in the SDMCLCA, Federal Law and NWT Law.
- 23.1.3 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in:
- a) 23.1.1 does not include matrimonial property, including matters relating to family property addressed in the *Family Law Act* (NWT); and
 - b) 23.1.1 c) does not apply to a person who:
 - i) has a right to prospect for Minerals and to locate claims on lands described in 19.1.2 a) of the SDMCLCA, and
 - ii) does not require a Type A or Type B permit under the *Mackenzie Valley Land Use Regulations* (Canada) or a water licence under the *Waters Act* (NWT).
- 23.1.4 The Tłegóhłı Got'ıne Government may provide written policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board in relation to the use of Settlement Lands. Decisions of the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board are subject to such direction from the Tłegóhłı Got'ıne Government, to the extent that compliance with such direction can be accommodated within the Boards' approved budgets, while discharging their budgeted-for activities. The policy direction from the Tłegóhłı Got'ıne Government does not apply to applications pending at the time the direction is given.

23.1.5 Before giving a policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board or making any Tłegóhłı Got'ıne Government Law in respect of the use of Settlement Lands, the Tłegóhłı Got'ıne Government shall confer with the Minister and the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board.

23.1.6 The Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board shall Consult the Tłegóhłı Got'ıne Government before issuing, amending or renewing any license, permit or authorization for a use of Settlement Lands or waters overlying those lands.

23.2 CONFLICT

23.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 23.1.1 d) and a Federal Law or NWT Law, the Federal Law or the NWT Law prevails to the extent of the Conflict.

23.2.2 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 23.1.1 a), b), and c) and a Federal Law or a NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

23.2.3 In the event of a Conflict between a policy direction given by the Minister and a policy direction given by the Tłegóhłı Got'ıne Government under 23.1.4, the policy direction given by the Tłegóhłı Got'ıne Government prevails to the extent of the Conflict.

23.2.4 In the event of a Conflict between a policy direction given by the Minister or the Tłegóhłı Got'ıne Government and the provisions of a Federal Law or a NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 24 GAMING AND GAMBLING

24.1 GENERAL

- 24.1.1 No licence or approval of gaming or gambling in the Norman Wells Administrative Area, excluding the area of Norman Wells other than Sahtu Municipal Lands, shall be issued without the written consent of the Tłegóhłı Got'ıne Government.
- 24.1.2 The written consent of the Tłegóhłı Got'ıne Government under 24.1.1 may include terms and conditions provided that any such terms and conditions are consistent with Federal Law and NWT Law.
- 24.1.3 Nothing in the FSGA shall be construed to restrict the ability of Tłegóhłı Got'ıne Government to participate in the regulation, conduct or management of gaming and gambling permitted under any Federal Law or NWT Law.

CHAPTER 25 LIQUOR

25.1 JURISDICTION

25.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor on Settlement Lands.

25.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 25.1.1 does not include the:

- a) manufacture of Liquor;
- b) importing of Liquor into the NWT;
- c) distribution of Liquor within the NWT; and
- d) exporting of Liquor.

25.2 CONFLICT

25.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 26 JUSTICE

26.1 INDEPENDENCE OF THE JUSTICE COUNCIL

26.1.1 The Tłegóhłı Got'ıne Government shall provide for the independence of the Justice Council when exercising Jurisdiction under the FSGA in relation to the appointment, functions, compensation, accountability and financial management of the Justice Council.

26.2 SANCTIONS

26.2.1 The Jurisdictions of the Tłegóhłı Got'ıne Government set out in the FSGA include:

- a) subject to 26.2.2, the Jurisdiction to provide for the imposition of sanctions, as a consequence of a violation of Tłegóhłı Got'ıne Government Law; and
- b) the Jurisdiction to provide that the Justice Council:
 - i) administer sanctions referred to in 26.2.4,
 - ii) administer alternative measures and extra judicial measures referred to in 26.4.1,
 - iii) perform the dispute resolution functions referred to in 26.6.1,
 - iv) hear appeals or conduct rehearings referred to in 26.7.1, and
 - v) exercise other duties and functions assigned to it under Tłegóhłı Got'ıne Government Law.

26.2.2 Subject to 27.2.5, the sanctions imposed for a violation of Tłegóhłı Got'ıne Government Law shall not exceed:

- a) for a term of imprisonment, the term imposed under the *Criminal Code* (Canada) or NWT Law for summary conviction offences for which no specific punishment is provided, whichever is greater;
- b) for a fine for an individual, the amount set out in the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater; and
- c) for a fine for a corporation, \$10,000 or the amount set out in the *Criminal Code* (Canada) or in NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater.

26.2.3 Tłegóhłı Got'ıne Government Law may provide alternative sanctions that are

consistent with the culture and values of the Sahtu Dene and Metis of Norman Wells, provided that such sanctions shall not be imposed on an offender without his or her consent. If a victim's participation is required for the sanction to be carried out, the victim's consent is required.

26.3 ENFORCEMENT

- 26.3.1 The Tłegóhłı Got'ıne Government is responsible for the enforcement Tłegóhłı Got'ıne Government Laws.
- 26.3.2 Tłegóhłı Got'ıne Government Law may provide for:
- a) the appointment of officers to enforce Tłegóhłı Got'ıne Government Law; and
 - b) powers of enforcement, provided that such powers do not exceed those provided by Federal Law or NWT Law for officers enforcing similar laws in the NWT.
- 26.3.3 The Tłegóhłı Got'ıne Government Jurisdiction under this chapter does not include the Jurisdiction to:
- a) establish a police force, regulate police activities or appoint police officers or peace officers; or
 - b) authorize the acquisition, possession, transport, carrying or use of a firearm, ammunition, prohibited weapon or prohibited device as these terms are defined in Part III of the *Criminal Code* (Canada).
- 26.3.4 The Tłegóhłı Got'ıne Government shall:
- a) ensure that enforcement officers appointed by the Tłegóhłı Got'ıne Government are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officers carrying out similar duties in the NWT; and
 - b) establish and implement procedures for responding to complaints against its enforcement officers.
- 26.3.5 The Tłegóhłı Got'ıne Government may enter into agreements with the GNWT or Canada regarding:
- a) the enforcement of Tłegóhłı Got'ıne Government Laws; and
 - b) the prosecution of violations of Tłegóhłı Got'ıne Government Laws.

26.4 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES

- 26.4.1 The Tłegóhłı Got'ıne Government may establish with respect to the enforcement of Tłegóhłı Got'ıne Government Law:
- a) alternative measures similar to those provided for in the *Criminal Code* (Canada); and

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- b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act* (Canada),

to deal with persons accused of offences created under Tłegóhłı Got'ıneḡ Government Law.

26.5 PROSECUTIONS

26.5.1 The Tłegóhłı Got'ıneḡ Government is responsible for the prosecution of violations of Tłegóhłı Got'ıneḡ Government Law before the courts of the NWT and may carry out this responsibility by:

- a) appointing individuals; or

- b) entering into agreements with appropriate prosecution services,

to prosecute violations of Tłegóhłı Got'ıneḡ Government Law, in a manner that is consistent with the principles of prosecutorial independence.

26.6 ALTERNATIVE DISPUTE RESOLUTION

26.6.1 The Tłegóhłı Got'ıneḡ Government may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.

26.6.2 Nothing in 26.6.1 restricts the right of any person to resolve a dispute through the courts.

26.7 APPEAL, REHEARING AND REVIEW OF DECISIONS

26.7.1 Tłegóhłı Got'ıneḡ Government Law:

- a) shall provide for a right of appeal, or a right to seek a rehearing, to persons who are directly affected by decisions of the Tłegóhłı Got'ıneḡ Government and Institutions of the Tłegóhłı Got'ıneḡ Government made under Tłegóhłı Got'ıneḡ Government Law; and

- b) may establish the appropriate appeal and rehearing procedures and mechanisms.

26.8 COURTS

26.8.1 The Territorial Court of the NWT shall hear and determine a civil matter arising under Tłegóhłı Got'ıneḡ Government Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT under Federal Law or NWT Law.

26.8.2 A judge of the Territorial Court of the NWT or a Justice of the Peace shall hear and determine a violation of Tłegóhłı Got'ıneḡ Government Law if the matter

would have been within the jurisdiction of the Territorial Court of the NWT or a Justice of the Peace, as the case may be, under Federal Law or NWT Law.

- 26.8.3 The Supreme Court of the NWT shall hear appeals of decisions of the Territorial Court of the NWT or a Justice of the Peace in relation to Tłegóhłı Got'ıne Government Law.
- 26.8.4 The Supreme Court of the NWT shall hear and determine:
- a) a civil matter arising under Tłegóhłı Got'ıne Government Law that does not fall under the jurisdiction of the Territorial Court of the NWT under 26.8.1; and
 - b) a challenge to Tłegóhłı Got'ıne Government Law.
- 26.8.5 A Tłegóhłı Got'ıne Government Law may be enforced by applying to the Supreme Court of the NWT for any available remedy under NWT Law.
- 26.8.6 The Supreme Court of the NWT has exclusive jurisdiction to hear an application for judicial review of an administrative decision of the Tłegóhłı Got'ıne Government or Institutions of the Tłegóhłı Got'ıne Government.
- 26.8.7 No application for judicial review may be brought until all procedures for appeal or review provided under Tłegóhłı Got'ıne Government Law and applicable to the administrative decision are exhausted.
- 26.8.8 Any matter arising under Tłegóhłı Got'ıne Government Law which is taken before any territorial court is subject to the applicable rules of court and the ability of the court to control its process.

26.9 ADMINISTERING SANCTIONS

- 26.9.1 The GNWT is responsible for administering fines or terms of probation and imprisonment imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłı Got'ıne Government Law in the same manner as those imposed for violations of Federal Laws and NWT Laws.
- 26.9.2 The GNWT shall pay to the Tłegóhłı Got'ıne Government the proceeds of fines imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłı Got'ıne Government Law.
- 26.9.3 The Tłegóhłı Got'ıne Government is responsible for administering sanctions created under 26.2.3 and for the alternative measures established under 26.4.1 a).

CHAPTER 27 TAXATION

27.1 DEFINITIONS

27.1.1 In this chapter:

“**Direct**” has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*; and

“**Person**” includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives.

27.2 JURISDICTION

27.2.1 The Tłegóhłı Got’ıne Government has Jurisdiction with respect to Direct taxation of Citizens within Norman Wells and within Settlement Lands in order to raise revenue for Tłegóhłı Got’ıne Government purposes.

27.2.2 From time to time, at the request of the Tłegóhłı Got’ıne Government, Canada and the GNWT, together or separately, may negotiate and attempt to reach an agreement with the Tłegóhłı Got’ıne Government respecting:

- a) the extent to which the Jurisdiction under 27.2.1 may be extended to apply to Persons other than Citizens, within Norman Wells and within Settlement Lands; and
- b) the manner in which the Tłegóhłı Got’ıne Government tax system shall be coordinated with federal or GNWT tax systems, including:
 - i) the amount of tax room that Canada or GNWT may be prepared to vacate in favour of taxes imposed by the Tłegóhłı Got’ıne Government, and
 - ii) the terms and conditions under which Canada or GNWT may administer, on behalf of the Tłegóhłı Got’ıne Government, taxes imposed by the Tłegóhłı Got’ıne Government.

27.2.3 An agreement under 27.2.2 may address the coordination, within Settlement Lands, of the Tłegóhłı Got’ıne Government’s tax system with a tax system of another Sahtu Dene and Metis self-government established under a self-government agreement in the Tulita/Norman Wells District.

27.2.4 The Jurisdiction of the Tłegóhłı Got’ıne Government under 27.2.1 does not limit the taxation powers of Canada or the GNWT.

27.2.5 Notwithstanding chapter 26, an agreement under 27.2.2 may provide, or enable a Tłegóhłı Got'ıne Government Law to provide for:

- a) fines or terms of imprisonment under a Tłegóhłı Got'ıne Government Law in relation to taxation that are greater than the limits set out in 26.2.2; and
- b) other measures related to the administration, enforcement, adjudication and appeal of matters in relation to taxation.

27.3 TRANSFER OF ASSETS

27.3.1 A transfer of assets to the Tłegóhłı Got'ıne Government under the FSGA is not taxable.

27.3.2 For federal and NWT income tax purposes, assets referred to in 27.3.1 are deemed to have been acquired by the Tłegóhłı Got'ıne Government at a cost equal to their fair market value on the Effective Date or the date of transfer, whichever is later.

27.3.3 The Parties shall review 27.3.1 prior to the date on which the negotiators for the Parties initial the FSGA, given that assets and liabilities may or may not be transferred to the Tłegóhłı Got'ıne Government under the FSGA.

27.4 LANDS

27.4.1 With regard to lands transferred under the FSGA to the Tłegóhłı Got'ıne Government, the Tłegóhłı Got'ıne Government is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

27.4.2 For greater certainty, the exemption from taxation in 27.4.1 does not apply to a taxpayer other than the Tłegóhłı Got'ıne Government nor does it apply with respect to income tax, sales tax or tax on transfer of property.

27.4.3 The Parties shall review 27.4.1 prior to the date on which the negotiators for the Parties initial the FSGA, given that lands may or may not be transferred to the Tłegóhłı Got'ıne Government under the FSGA and to discuss the definition of lands that may be subject to 27.4.1.

27.5 TAX TREATMENT AGREEMENT

27.5.1 The Parties shall enter into a tax treatment agreement in relation to the tax treatment of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government and this tax treatment agreement takes effect on the Effective Date.

27.5.2 The tax treatment agreement shall address the following subject matters:

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- a) the income tax treatment of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government;
 - b) the sales tax treatment of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government;
 - c) the treatment of donations, including artifacts, made to the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government; and
 - d) other matters agreed to by the Parties.

27.5.3 Canada and GNWT shall recommend to the Parliament of Canada and the Legislative Assembly of the NWT, respectively, that the tax treatment agreement be given effect and force of law under Federal Law and NWT Law.

27.6 INDIAN ACT TAX EXEMPTION

27.6.1 Section 87 of the *Indian Act* (Canada) has no application to a Citizen with respect to:

- a) transaction taxes, as of the first day of the first month after the eighth anniversary of the Effective Date; and
- b) all other taxes, as of the first day of the first calendar year after the twelfth anniversary of the Effective Date.

27.7 STATUS OF AGREEMENTS

27.7.1 An agreement concluded under this chapter:

- a) is not part of the FSGA;
- b) is not a treaty within the meaning of the *Constitution Act, 1982*; and
- c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

CHAPTER 28 FINANCIAL PRINCIPLES

28.1 PRINCIPLES OF FINANCING

- 28.1.1 The Parties acknowledge they each have a role in supporting the Sahtu Dene and Metis of Norman Wells, through access to programs and services or through direct financial support as may be set out in a Financing Agreement or provided through other arrangements with the Tłegóhłı Got'ıne Government.
- 28.1.2 Prior to the date on which the negotiators for the Parties initial the FSGA, the Parties shall address fiscal matters including:
- a) FSGA provisions regarding the ongoing fiscal relationship among the Parties; and
 - b) funding arrangements to take effect no later than the Effective Date that shall set out terms, conditions and funding with respect to the responsibilities assumed by the Tłegóhłı Got'ıne Government, taking into account its ability to contribute from its own source revenues.
- 28.1.3 The Norman Wells Land Corporation and the GNWT acknowledge that Canada is developing a new national fiscal policy including a transparent methodology for determining levels of federal funding that may be provided to self-governing aboriginal groups in Canada to support the delivery of agreed upon programs and services, taking into account the ability of each self-governing aboriginal group to generate revenues from its own sources.
- 28.1.4 The Norman Wells Land Corporation and Canada acknowledge that they have been advised of the GNWT's approach to the provision of funding to self-governing aboriginal groups in the NWT.
- 28.1.5 Unless otherwise agreed by the Parties in a Financing Agreement, the creation of the Tłegóhłı Got'ıne Government, the provision of Tłegóhłı Got'ıne Government Jurisdiction under the FSGA, or the exercise of Tłegóhłı Got'ıne Government Jurisdiction, does not create or imply any financial obligation or service responsibility on the part of any Party.
- 28.1.6 Any funding required for the purposes of a Financing Agreement or any other agreement that is contemplated by the FSGA that provides for financial obligations to be assumed by a Party is subject to the appropriation of funds:
- a) in the case of Canada, by the Parliament of Canada;
 - b) in the case of the GNWT, by the Legislative Assembly of the NWT; or
 - c) in the case of the Tłegóhłı Got'ıne Government, the Legislative Council.

PART III

**ABORIGINAL PUBLIC TŁEGÓHŁI GOT'INE
GOVERNMENT**

CHAPTER 29 TŁEGÓHŁI GOT'INEĀ GOVERNMENT

29.1 LEGAL STATUS AND CAPACITY

- 29.1.1 The Tłegóhłi Got'ineĀ Government is a legal entity with the legal capacity of a natural person.
- 29.1.2 The Tłegóhłi Got'ineĀ Government may act as a Designated Sahtu Organization in accordance with the SDMCLCA.

29.2 TŁEGÓHŁI GOT'INEĀ GOVERNMENT CONSTITUTION

- 29.2.1 The Tłegóhłi Got'ineĀ Government Constitution shall:
- a) confirm that the Sahtu Dene and Metis of Norman Wells shall act through the Tłegóhłi Got'ineĀ Government in exercising their rights, powers and privileges under the FSGA;
 - b) set out principles to be followed by the Tłegóhłi Got'ineĀ Government in carrying out its duties, functions and obligations, including when making Tłegóhłi Got'ineĀ Government Law;
 - c) provide for accountability of the Tłegóhłi Got'ineĀ Government to its Citizens and to residents of the Norman Wells Administrative Area;
 - d) confirm that the Beneficiary Council represents both resident and non-resident Citizens who are participants under the SDMCLCA;
 - e) provide for a process for approval by the Tłegóhłi Got'ineĀ Government of an amendment to the FSGA;
 - f) provide for a process for the amendment of the Tłegóhłi Got'ineĀ Government Constitution;
 - g) confirm that the *Canadian Charter of Rights and Freedoms* applies to the Tłegóhłi Got'ineĀ Government and Institutions of the Tłegóhłi Got'ineĀ Government; and
 - h) set out any other matters as required set by the Sahtu Dene and Metis of Norman Wells.

29.3 STRUCTURE OF THE TŁEGÓHŁI GOT'INEĀ GOVERNMENT

- 29.3.1 The Tłegóhłi Got'ineĀ Government consists of:
- a) a Legislative Council, composed of the Leader and four (4), six (6), eight (8), or ten (10) other members:
 - i) that has overall responsibility for the administration of the Tłegóhłi Got'ineĀ Government,
 - ii) whose other members are elected by individuals resident in the Norman Wells Administrative Area for a term not exceeding four (4) years, and

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- iii) that may appoint an Executive Committee;
 - b) the Leader who:
 - i) is elected by Citizens for a term not exceeding four (4) years, and
 - ii) presides over and is a voting member of the Legislative Council and the Executive Committee, if the Executive Committee is appointed under 29.3.1 a) iii);
 - c) the Beneficiary Council, composed of not less than five (5) and no more than nine (9) Citizens who are participants under the SDMCLCA:
 - i) whose members are elected by Citizens, regardless of their place of residence, for a term not exceeding four (4) years, and
 - ii) that performs such other duties and functions as set out in 29.5; and
 - d) the Justice Council that:
 - i) consists of no less than three (3) and no more than five (5) members appointed by the Legislative Council for a term not exceeding four (4) years, and
 - ii) exercises the duties and functions in accordance with chapter 49.

29.3.2 If the Legislative Council appoints an Executive Committee under 29.3.1 c) iii), the Executive Committee shall:

- a) be composed of the Leader plus one (1) to five (5) other individuals; and
- b) perform such duties and functions as are assigned to it from time to time by the Legislative Council for the term of its appointment.

29.4 INSTITUTIONS OF THE TŁEGÓHŁJ GOT'INEĀ GOVERNMENT

29.4.1 The Tłegóhłj Got'ineĀ Government has the Jurisdiction to establish Institutions of the Tłegóhłj Got'ineĀ Government, but if an Institution of the Tłegóhłj Got'ineĀ Government is a corporation, trust, society or cooperative, the corporation, trust, society or cooperative shall be established in accordance with Federal Law or NWT Law.

29.5 OPERATION OF THE TŁEGÓHŁJ GOT'INEĀ GOVERNMENT

29.5.1 The Tłegóhłj Got'ineĀ Government has Jurisdiction with respect to the administration, management and operation of the Tłegóhłj Got'ineĀ Government, including providing for:

- a) the privileges and immunities for the members of the Legislative Council consistent with those applicable to the members of the Legislative Assembly of the NWT;

-
- b) the limiting of personal liability of elected or appointed members, officials, employees, and agents of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government, provided that the Tłegóhłı Got'ıne Government retains liability for their acts and omissions pursuant to the doctrine of vicarious liability; and
 - c) privacy and access to information under the control of the Tłegóhłı Got'ıne Government.
- 29.5.2 Tłegóhłı Got'ıne Government Law shall provide for a system of financial administration for the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government that is comparable to those of a government exercising similar Jurisdiction and Authority in Canada, including authority to:
- a) borrow funds;
 - b) make or guarantee loans;
 - c) forgive debts; and
 - d) acquire or dispose of property.
- 29.5.3 The Tłegóhłı Got'ıne Government shall provide for conflict of interest rules for elected or appointed members, officials, employees, delegates and agents of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government that are comparable to those of a government exercising similar Jurisdictions and Authority in Canada.
- 29.5.4 Only members of the Legislative Council who are participants under the SDMCLCA are entitled to vote in respect of matters before the Legislative Council involving the exercise of Jurisdiction and Authority of the Tłegóhłı Got'ıne Government under 44.1.1.
- 29.5.5 Only members of the Legislative Council who are Citizens are entitled to vote in respect of matters before the Legislative Council involving the exercise of Jurisdiction and Authority of the Tłegóhłı Got'ıne Government under 30.3.2 b), 30.4.1, 31.1.1, 32.1.1 and 33.1.1.
- 29.5.6 For greater certainty, 29.5.4 and 29.5.5 in no way prejudice the exercise of Jurisdiction or Authority by the Tłegóhłı Got'ıne Government, or limit the participation of members of the Legislative Council who are not Citizens, in respect of any matter before the Legislative Council involving a provision of the FSGA not referred to in 29.5.4 and 29.5.5.
- 29.5.7 The Legislative Council shall obtain the consent of the Beneficiary Council prior to exercising a Jurisdiction or Authority referred to in 29.5.4 and 29.5.5.

29.6 LANGUAGE OF TŁEGÓHŁI GOT'INEĀ GOVERNMENT LAWS

29.6.1 Tłegóhłı Got'ineĀ Government Law shall be in English and may be in North Slavey, but the English version shall be authoritative.

29.7 COMING INTO FORCE OF TŁEGÓHŁI GOT'INEĀ GOVERNMENT LAWS

29.7.1 Tłegóhłı Got'ineĀ Government Law comes into force at the beginning of the day following its enactment or such other time as may be specified in such Tłegóhłı Got'ineĀ Government Law or other Tłegóhłı Got'ineĀ Government Law.

29.8 PROOF OF TŁEGÓHŁI GOT'INEĀ GOVERNMENT LAWS AND TŁEGÓHŁI GOT'INEĀ GOVERNMENT CONSTITUTION

29.8.1 In any proceeding, a copy of a Tłegóhłı Got'ineĀ Government Law certified as a true copy by a duly authorized officer of the Tłegóhłı Got'ineĀ Government under the official seal of the Tłegóhłı Got'ineĀ Government is, without proof of the signature or official position of such officer, evidence of its enactment by the Tłegóhłı Got'ineĀ Government Law.

29.8.2 In any proceeding, a copy of the Tłegóhłı Got'ineĀ Government Constitution certified as a true copy by a duly authorized officer of the Tłegóhłı Got'ineĀ Government under the official seal of the Tłegóhłı Got'ineĀ Government is, without proof of the signature or official position of such officer, evidence of its ratification by the Sahtu Dene and Metis of Norman Wells.

29.9 PUBLIC REGISTER OF TŁEGÓHŁI GOT'INEĀ GOVERNMENT LAWS

29.9.1 The Tłegóhłı Got'ineĀ Government shall establish procedures for the coming into force of, publication of, recording into the public register of and public access to Tłegóhłı Got'ineĀ Government Laws.

29.9.2 The Tłegóhłı Got'ineĀ Government shall maintain a public register of all Tłegóhłı Got'ineĀ Government Laws and amendments to Tłegóhłı Got'ineĀ Government Laws.

29.10 NOTIFICATION OF TŁEGÓHŁI GOT'INEĀ GOVERNMENT LAWS

29.10.1 The Tłegóhłı Got'ineĀ Government shall provide, as soon as practicable, the GNWT with copies of all Tłegóhłı Got'ineĀ Government Laws for information purposes.

29.10.2 Upon request, the Tłegóhłı Got'ineĀ Government shall provide, at no cost, a certified true copy of a Tłegóhłı Got'ineĀ Government Law to Canada.

29.10.3 When the Tłegóhłı Got'ineĀ Government intends to enact or amend a Tłegóhłı Got'ineĀ Government Law that could reasonably be expected to impact the

implementation of an NWT Law, the Tłegóhłı Got'ıne Government shall provide the GNWT with reasonable notice of such intent and such relevant information to allow the GNWT and the Tłegóhłı Got'ıne Government to consider program delivery implications.

29.10.4 No Tłegóhłı Got'ıne Government Law shall be void, invalid or unenforceable by reason of a failure to satisfy section 29.10.1, 29.10.2 or 29.10.3.

29.11 INTERGOVERNMENTAL AGREEMENTS

29.11.1 The Tłegóhłı Got'ıne Government and the GNWT or Canada may enter into agreements:

- a) to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery; or
- b) for information sharing, record keeping or other measures as may be agreed upon.

29.11.2 An agreement for the delivery of programs and services referred to in 29.11.1 may:

- a) include other parties;
- b) provide for mechanisms for coordinating and harmonizing program and service delivery; and
- c) address any other matter the parties to the agreement consider necessary.

29.12 DELEGATION

29.12.1 The Tłegóhłı Got'ıne Government may delegate any of its Jurisdictions to another government, body or institution with the written agreement of Canada and the GNWT.

29.12.2 The Tłegóhłı Got'ıne Government may delegate any of its Authorities.

29.12.3 Any delegation of Jurisdiction or Authority under 29.12.1 and 29.12.2 shall be made in such a manner so as to retain accountability to the Tłegóhłı Got'ıne Government electorate and shall be in writing and agreed to by the person or entity receiving the delegation.

29.12.4 The Tłegóhłı Got'ıne Government may enter into written agreements to receive Jurisdiction or Authority by delegation from another government.

CHAPTER 30 ELECTIONS FOR THE TŁEGÓHLĮ GOT'JNEĖ GOVERNMENT

30.1 JURISDICTION

30.1.1 The Tłegóhlį Got'jneĖ Government has Jurisdiction in the Norman Wells Administrative Area with respect to elections for the Tłegóhlį Got'jneĖ Government and for those Institutions of the Tłegóhlį Got'jneĖ Government whose members are elected.

30.1.2 Tłegóhlį Got'jneĖ Government Law made under 30.1.1 shall:

- a) apply to all individuals residing in the Norman Wells Administrative Area;
- b) ensure elections are fair and open;
- c) ensure elections are conducted by secret ballot;
- d) provide for appeals relating to the process, conduct or results of an election;
- e) ensure that there are periodic elections, no more than five (5) years apart, for all elected positions; and
- f) provide that any residency requirements do not exceed two (2) years.

30.2 ENTITLEMENT TO VOTE AND NOMINATE

30.2.1 Subject to 30.2.2, Tłegóhlį Got'jneĖ Government Law shall provide that every:

- a) Canadian citizen, who has met a residency requirement in the Norman Wells Administrative Area that does not exceed two (2) years, is entitled to vote for and nominate candidates for election to an elected office of the Tłegóhlį Got'jneĖ Government and any elected Institutions of the Tłegóhlį Got'jneĖ Government, except for the office of Leader;
- b) Citizen, who is a Canadian citizen and has met a residency requirement in the Norman Wells Administrative Area that does not exceed two (2) years, is entitled to vote for and nominate candidates for election to the office of Leader; and
- c) Citizen, who is a Canadian citizen and regardless of their place of residence, is entitled to vote for and nominate candidates for election to the Beneficiary Council.

30.2.2 Tłegóhlį Got'jneĖ Government Law under 30.2.1 may provide for additional restrictions on an individual's entitlement to vote for and nominate candidates, including an age requirement that is not less than eighteen (18) years of age.

30.3 ENTITLEMENT TO STAND FOR ELECTION

30.3.1 Subject to 30.3.2, Tłegóhłı Got'ıne Government Law shall provide that an individual is entitled to stand for an elected office of the Tłegóhłı Got'ıne Government and any elected Institutions of the Tłegóhłı Got'ıne Government if that individual is entitled to vote for and nominate candidates for election under 30.2.

30.3.2 Tłegóhłı Got'ıne Government Law under 30.3.1 may:

- a) provide for restrictions or eligibility criteria to stand for elected office of the Tłegóhłı Got'ıne Government or elected Institutions of the Tłegóhłı Got'ıne Government in addition to those restrictions and criteria set out in 30.2; and
- b) make all individuals who are entitled to vote under 30.2.1 a) entitled to stand for election as Leader and vote for the Leader.

30.4 COMPOSITION OF THE LEGISLATIVE COUNCIL

30.4.1 Notwithstanding 30.3.1, if the percentage of Citizens ordinarily resident in Norman Wells relative to the overall population of Norman Wells is:

- a) less than seventy-five percent (75%), Tłegóhłı Got'ıne Government Law may require that where the total number of seats on the Legislative Council is:
 - i) five (5), up to three (3) seats shall be held by Citizens,
 - ii) seven (7), up to four (4) seats shall be held by Citizens,
 - iii) nine (9), up to five (5) seats shall be held by Citizens, or
 - iv) eleven (11), up to six (6) seats shall be held by Citizens;
- b) seventy-five percent (75%) or greater but less than eighty-five percent (85%), Tłegóhłı Got'ıne Government Law may require that where the total number of seats on the Legislative Council is:
 - i) five (5), up to three (3) seats shall be held by Citizens,
 - ii) seven (7), up to four (4) seats shall be held by Citizens,
 - iii) nine (9), up to six (6) seats shall be held by Citizens, or
 - iv) eleven (11), up to seven (7) seats shall be held by Citizens; or

-
- c) eighty-five percent (85%) or greater, Tłegóhłı Got'ıne Government Law may require that where the total number of seats on the Legislative Council is:
 - i) five (5), up to three (3) seats shall be held by Citizens,
 - ii) seven (7), up to five (5) seats shall be held by Citizens,
 - iii) nine (9), up to six (6) seats shall be held by Citizens, or
 - iv) eleven (11), up to eight (8) seats shall be held by Citizens.

30.5 CONFLICT

- 30.5.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 31 CITIZENSHIP

31.1 JURISDICTION

- 31.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to who is, or who may become, a Citizen in accordance with this chapter.
- 31.1.2 Tłegóhłı Got'ıne Government Law made under 31.1.1 shall include citizenship criteria.
- 31.1.3 The conferring of citizenship upon any individual under 31.1.1 shall not confer a right of entry into Canada or a right to Canadian citizenship or permanent residency in Canada.
- 31.1.4 Tłegóhłı Got'ıne Government Law shall ensure that, as of the Transition Date, individuals who are Citizens continue to be Citizens.
- 31.1.5 Individuals who were entitled, immediately prior to the Transition Date to have their names entered on the Norman Wells Land Corporation membership list shall have the right to become Citizens.
- 31.1.6 Notwithstanding 31.1.4 and 31.1.5, no individual:
- a) having citizenship under another agreement which addresses aboriginal self-government in Canada; or
 - b) who is a member of another land corporation established under the SDMCLCA, or
 - c) who is on an *Indian Act* (Canada) band list, other than the Tulita Dene Band, the Fort Good Hope Band or the Behdzi Ahda First Nation Band, may, at the same time, be a Citizen.

31.2 CONFLICT

- 31.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 32 LANGUAGE, CULTURE AND SPIRITUALITY

32.1 JURISDICTION

32.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to:

- a) the language and culture of the Sahtu Dene and Metis of Norman Wells, including their preservation, development and promotion;
- b) the spiritual practices, customs and traditions of the Sahtu Dene and Metis of Norman Wells, including their preservation, development and promotion;
- c) education in relation to the language, culture, heritage, and spiritual practices, customs and traditions of the Sahtu Dene and Metis of Norman Wells; and
- d) certification, licensing, and regulation of individuals who teach the language, culture, laws, heritage and spiritual practices, customs, and traditions of the Sahtu Dene and Metis of Norman Wells.

32.2 CONFLICT

32.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 33 TRADITIONAL HEALING

33.1 JURISDICTION

33.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the NWT with respect to:

- a) traditional healing services of the Sahtu Dene and Metis of Norman Wells;
- b) the training of individuals providing the traditional healing services referred to in 33.1.1 a); and
- c) the certification, licensing, and regulation of individuals providing traditional healing services referred to in 33.1.1 a).

33.1.2 The Jurisdiction in 33.1.1 does not include:

- a) medical or health practices or practitioners requiring licensing or certification under Federal Law or NWT Law;
- b) products and substances that are regulated under Federal Law or NWT Law; and
- c) long term healthcare comprising a range of facility-based healthcare services for individuals who have reduced or no capacity for self-care that are established, funded and supervised by the GNWT.

33.2 CONFLICT

33.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

**CHAPTER 34 ADULT EDUCATION, TRAINING, POST-SECONDARY
EDUCATION AND EDUCATION SUPPORT SERVICES**

34.1 JURISDICTION

34.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to:

- a) Adult Education;
- b) Training;
- c) post-secondary education to:
 - i) establish post-secondary education programs, services and institutions, including the determination of curriculum, and
 - ii) regulate post-secondary education programs, services and institutions established by the Tłegóhłı Got'ıne Government; and
- d) Education Support Services.

34.1.2 The Tłegóhłı Got'ıne Government has Jurisdiction in the NWT with respect to Education Support Services for Citizens.

34.2 AGREEMENTS

34.2.1 If the Tłegóhłı Got'ıne Government establishes Education Support Services, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information on individuals receiving Education Support Services.

34.3 CONFLICT

34.3.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 35 EARLY CHILDHOOD EDUCATION

35.1 JURISDICTION

35.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to the:

- a) early childhood education of Children who are under the age of six (6) years and who are not Students;
- b) childcare of Children who are under the age of twelve (12) years;
- c) regulation of facilities providing early childhood education and childcare provided for in 35.1.1 a) and 35.1.1 b); and
- d) certification of individuals providing early childhood education and childcare referred to in 35.1.1 a) and 35.1.1 b).

35.2 STANDARDS

35.2.1 Tłegóhłı Got'ıne Government Law made under 35.1.1 shall provide for standards compatible with NWT core principles and objectives on early childhood education.

35.3 CONFLICT

35.3.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 36 KINDERGARTEN TO GRADE 12 EDUCATION

36.1 JURISDICTION

36.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in relation to:

- a) kindergarten to grade 12 education of Students residing in the Norman Wells Administrative Area;
- b) the certification of kindergarten to grade 12 teachers;
- c) the development of the Curriculum Framework; and
- d) setting the requirements for grade 12 graduation.

36.1.2 If the Tłegóhłı Got'ıne Government exercises its Jurisdiction under 36.1.1, it shall ensure that:

- a) Tłegóhłı Got'ıne Government Laws establish the Curriculum Framework, examination and other standards that permit transfers of students at a similar level of achievement between school systems in the NWT and permit entry to provincial and territorial post-secondary education systems;
- b) all residents of the Norman Wells Administrative Area who are aged five (5) years by December 31 of a school year and not older than twenty-one (21) years, have access to kindergarten to grade 12 education in a regular instructional setting in the Norman Wells Administrative Area; and
- c) teacher certification standards set by Tłegóhłı Got'ıne Government Law meet or exceed territorial standards for teacher certification.

36.1.3 The Tłegóhłı Got'ıne Government may create exemptions to 36.1.2 b):

- a) if a Student has reached the age of sixteen (16) years and has been expelled from school;
- b) if the health, safety, or the delivery of education to that Student or other Students would be jeopardized by the presence of that Student in a regular instructional setting; or
- c) as determined by the Tłegóhłı Got'ıne Government, following discussions with the GNWT.

36.2 AGREEMENTS

36.2.1 The Tłegóhłı Got'ıne Government may enter into agreements with a territory, province or Canada, a school board in a territory or province, or any independent school accredited by a territory or province, for the delivery of kindergarten to grade 12 education within the Norman Wells Administrative

Area, or for Students receiving kindergarten to grade 12 education outside of the Norman Wells Administrative Area.

36.3 CONSULTATION

36.3.1 The GNWT shall Consult with the Tłegóhłı Got'ıne Government prior to proposing changes to NWT teacher certification standards.

36.4 CONFLICT

36.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 37 ADOPTION

37.1 JURISDICTION

37.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to the adoption of:

- a) Children of Citizens in the NWT; and
- b) Children of residents of the Norman Wells Administrative Area.

37.1.2 A Tłegóhłı Got'ıne Government Law made under 37.1.1 shall require that the individual or individuals having lawful custody of the Child consent to the application of Tłegóhłı Got'ıne Government Law if the Child:

- a) has a parent who is subject to an adoption law exercised through another Aboriginal rights agreement in Canada; or
- b) resides outside the Norman Wells Administrative Area.

37.1.3 Tłegóhłı Got'ıne Government Law made under 37.1.1:

- a) shall provide that the best interests of the Child are paramount in determining whether an adoption shall take place;
- b) shall require that notice be given to and consent sought from a parent and a person having lawful custody of the Child, to a proposed adoption of the Child;
- c) shall give the individual or individuals who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parent or parents; and
- d) may, if the birth parent or parents do not have lawful custody of the Child to be adopted, give the birth parent or parents the opportunity, if practicable, to express a preference for the adoptive parents.

37.2 STANDARDS

37.2.1 Tłegóhłı Got'ıne Government Law made under 37.1.1 shall provide for standards compatible with NWT core principles and objectives on adoption.

37.3 INFORMATION SHARING

37.3.1 If the Tłegóhłı Got'ıne Government exercises Jurisdiction under 37.1.1:

- a) the Tłegóhłı Got'ıne Government shall provide to Canada copies of records of all adoptions occurring under Tłegóhłı Got'ıne Government Law; and
- b) the Tłegóhłı Got'ıne Government and the GNWT shall develop protocols for the sharing of information in respect of Children adopted under Tłegóhłı Got'ıne Government Law and in respect of Children of Citizens adopted

under NWT Law.

- 37.3.2 If the Parties addressed the subject of information sharing regarding the adoption of Children of Citizens under NWT Law and reached agreement under 16.3.2, this chapter shall be amended in accordance with the Parties' agreement and shall address information sharing in respect of adoption of Children under Tłegóhłı Got'ıne Government Law.

37.4 COURT PROCEEDINGS

- 37.4.1 An individual who has adopted a Child under Tłegóhłı Got'ıne Government Law made under 37.1.1 may apply to the Supreme Court of the NWT to issue a declaratory order that the adoption has occurred.

37.5 CONFLICT

- 37.5.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 38 CHILD AND FAMILY SERVICES

38.1 JURISDICTION

- 38.1.1 If the Parties addressed the subject of Child and Family Services under 17.1.1 and reached agreement, this chapter shall be amended in accordance with the Parties' agreement.
- 38.1.2 If the Parties have not addressed the subject of Child and Family Services prior to the Transition Date:
- a) the Parties shall address that subject at a time agreed to by the Parties, following the tenth anniversary of the Effective Date as if the Transition Date had not occurred; and
 - b) until the Parties have addressed the subject of Child and Family Services, for a Child who is a Citizen or is entitled to be enrolled as a Citizen under Tłegóhł Got'jné Government Law, the Tłegóhł Got'jné Government is the applicable aboriginal organization for the purposes of the *Child and Family Services Act* (NWT) and regulations thereunder.

CHAPTER 39 INCOME SUPPORT

39.1 JURISDICTION

- 39.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to Income Support for individuals in the Norman Wells Administrative Area.
- 39.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 39.1.1 does not include setting residency conditions in relation to being eligible for income support.

39.2 STANDARDS

- 39.2.1 Tłegóhłı Got'ıne Government Law made under 39.1.1 shall provide for standards compatible with NWT core principles and objectives on Income Support.

39.3 AGREEMENTS

- 39.3.1 If the Tłegóhłı Got'ıne Government is providing Income Support under 39.1.1, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information respecting the individuals who are receiving Income Support.

39.4 CONFLICT

- 39.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 40 SOCIAL HOUSING

40.1 JURISDICTION

- 40.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to Social Housing.
- 40.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 40.1.1 does not include:
- a) landlord tenant relations; and
 - b) building and construction codes.

40.2 STANDARDS

- 40.2.1 Tłegóhłı Got'ıne Government Law made under 40.1.1 shall provide for standards compatible with NWT core principles and objectives on Social Housing.

40.3 AGREEMENTS

- 40.3.1 If the Tłegóhłı Got'ıne Government is providing Social Housing under 40.1.1, the Tłegóhłı Got'ıne Government and the GNWT shall enter into negotiations towards reaching an agreement for the sharing of information, in order to enable individuals receiving Social Housing to retain Social Housing benefits and any associated liabilities when transferring between a Tłegóhłı Got'ıne Government Social Housing program and a GNWT Social Housing program.

40.4 CONFLICT

- 40.4.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or a NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 41 GUARDIANSHIP AND TRUSTEESHIP

41.1 JURISDICTION

41.1.1 If the Parties addressed the subjects of guardianship and trusteeship under 20.1.1 and reached agreement, this chapter shall be amended in accordance with the Parties' agreement.

41.1.2 If the Parties have not addressed the subjects of guardianship and trusteeship prior to the Transition Date:

- a) the Parties shall address these subjects at a time agreed to by the Parties, following the tenth anniversary of the Effective Date as if the Transition Date had not occurred; and
- b) any property of a Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Transition Date continues to be administered under the *Indian Act* (Canada) after the Transition Date.

CHAPTER 42 WILLS AND ESTATES

42.1 JURISDICTION

- 42.1.1 If the Parties addressed the subjects of wills and estates under 21.1.1 and reached agreement, this chapter shall be amended in accordance with the Parties' agreement.
- 42.1.2 If the Parties have not addressed the subjects of wills and estates prior to the Transition Date:
- a) the Parties shall address these subjects at a time agreed to by the Parties, following the tenth anniversary of the Effective Date as if the Transition Date had not occurred; and
 - b) any property of a Citizen that was under the administration of the Minister of Indian Affairs and Northern Development under the *Indian Act* (Canada) on the Transition Date shall continue to be administered under the *Indian Act* (Canada) after the Transition Date.

CHAPTER 43 MARRIAGE

43.1 JURISDICTION

43.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction in the Norman Wells Administrative Area with respect to the solemnization of marriage, including:

- a) appointing, certifying, licensing and regulating individuals who may perform marriages;
- b) establishing a registry of individuals authorized to perform marriages;
- c) setting the rights, duties and responsibilities of individuals permitted to perform marriages;
- d) authorizing the form and content of marriage licences and marriage certificates;
- e) appointing the issuers of marriage licences and marriage certificates; and
- f) setting fees and requirements for a marriage licence.

43.1.2 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to the prohibition of marriage between individuals related in specified degrees by consanguinity, affinity or adoption that are in addition to the federal requirements contained in the *Marriage (Prohibited Degrees) Act* (Canada).

43.1.3 A marriage solemnized in accordance with the Tłegóhłı Got'ıne Government Law is dissolved only by a decree of divorce issued under the *Divorce Act* (Canada) or by an adjudication of nullity by a court of competent jurisdiction.

43.2 VALIDITY

43.2.1 Marriages conducted in accordance with Tłegóhłı Got'ıne Government Law shall be recognized under Federal Law and NWT Law.

43.2.2 Marriages conducted in accordance with NWT Law or marriages otherwise recognized as valid in Canada shall be recognized under Tłegóhłı Got'ıne Government Law.

43.3 INFORMATION SHARING

43.3.1 The Tłegóhłı Got'ıne Government shall provide the GNWT with copies of all marriage certificates issued under Tłegóhłı Got'ıne Government Law.

43.3.2 The Tłegóhłı Got'ıne Government shall maintain a registry of all marriage certificates issued under Tłegóhłı Got'ıne Government Law.

43.4 CONFLICT

- 43.4.1 Subject to 43.4.2, in the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the conflict.
- 43.4.2 Section 4 of the *Marriage (Prohibited Degrees) Act (Canada)* shall not operate to impair the validity or operation of a Tłegóhłı Got'ıne Government Law made under 43.1.2.

CHAPTER 44 SETTLEMENT LANDS

44.1 JURISDICTION

- 44.1.1 Subject to 44.1.2, the Tłegóhłı́ Got'ı́nę Government has Jurisdiction with respect to the use, management, administration, control, and protection of Settlement Lands, including:
- a) Jurisdiction of a municipal nature in relation to the licensing of businesses, business activities and persons engaged in business on Settlement Lands;
 - b) trespass on Settlement Lands;
 - c) subject to 44.1.3 b), the power to require that a person obtain a permit, licence or other authorization from the Sahtu Land and Water Board provided that the *Mackenzie Valley Land Use Regulations* (Canada) or the *Waters Act* (NWT) do not require a permit, licence or other authorization for the use of Settlement Lands; and
 - d) controlling or prohibiting the transport, sale, manufacture or use of weapons on Settlement Lands.
- 44.1.2 The regulation of land, water, and the environment on Settlement Lands shall be carried out within the regulatory framework set out in the SDMCLCA, Federal Law and NWT Law.
- 44.1.3 The Jurisdiction of the Tłegóhłı́ Got'ı́nę Government set out in:
- a) 44.1.1 does not include matrimonial property, including matters relating to family property addressed in the *Family Law Act* (NWT); and
 - b) 44.1.1 c) does not apply to a person who:
 - i) has a right to prospect for Minerals and to locate claims on lands described in 19.1.2 a) of the SDMCLCA, and
 - ii) does not require a Type A or Type B permit under the *Mackenzie Valley Land Use Regulations* (Canada) or a water licence under the *Waters Act* (NWT).
- 44.1.4 The Tłegóhłı́ Got'ı́nę Government may provide written policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board in relation to the use of Settlement Lands. Decisions of the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board are subject to such direction from the Tłegóhłı́ Got'ı́nę Government, to the extent that compliance with such direction can be accommodated within the Boards' approved budgets, while discharging their budgeted-for activities. The policy direction from the Tłegóhłı́ Got'ı́nę Government shall not apply to applications pending at the time the direction is given.

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- 44.1.5 Before giving a policy direction to the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board or making any Tłegóhłı Got'ıne Government Law, in respect of the use of Settlement Lands, the Tłegóhłı Got'ıne Government shall Consult the Minister and the Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board.
- 44.1.6 The Sahtu Land and Water Board and the Mackenzie Valley Land and Water Board shall Consult the Tłegóhłı Got'ıne Government before issuing, amending or renewing any license, permit or authorization for a use of Settlement Lands or waters overlying those lands.

44.2 CONFLICT

- 44.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 44.1.1 d) and a Federal Law or NWT Law, the Federal Law or the NWT Law prevails to the extent of the Conflict.
- 44.2.2 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 44.1.1 a), b), and c) and a Federal Law or a NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.
- 44.2.3 In the event of a Conflict between a policy direction given by the Minister and a policy direction given by the Tłegóhłı Got'ıne Government under 44.1.4, the policy direction given by the Tłegóhłı Got'ıne Government prevails to the extent of the Conflict.
- 44.2.4 In the event of a Conflict between a policy direction given by the Minister or the Tłegóhłı Got'ıne Government and the provisions of a Federal Law or a NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

**CHAPTER 45 LAND TRANSFERS TO THE TŁEGÓHŁI GOT'INĘ
GOVERNMENT**

45.1 TOWN OF NORMAN WELLS LANDS

45.1.1 On the Transition Date, the fee simple title to any lands held by the Town of Norman Wells shall transfer to the Tłegóhłı Got'ınę Government, subject to any existing interests in such lands held by Canada, the GNWT or any third party.

45.2 GNWT LANDS

45.2.1 The GNWT shall transfer, in accordance with the terms and conditions set out in appendix 45-1, any lands under the administration and control of the GNWT in Norman Wells that are not required for GNWT programs and services.

45.3 GENERAL

45.3.1 After the Transition Date, a survey submitted to the Land Titles Office of untitled lands vested in the Tłegóhłı Got'ınę Government under appendix 45-1 shall be accompanied by an application for the issuance of a certificate of title under the *Land Titles Act* (NWT) for such lands.

45.3.2 No tax or similar charge, and no registration fee under the *Land Titles Act* (NWT), is payable with respect to the vesting, grant or transfer of any title in or to the Tłegóhłı Got'ınę Government or for the first issuance of a certificate of title under 45.1.1 or 45.2.1 or appendix 45-1.

45.3.3 Lands vested, granted or transferred under this chapter and appendix 45-1 are not lands reserved for the Indians within the meaning of the *Constitution Act, 1867* or reserves within the meaning of the *Indian Act* (Canada).

APPENDIX 45-1 TERMS AND CONDITIONS FOR TRANSFER OF GNWT LANDS

To be negotiated during FSGA negotiations.

CHAPTER 46 LOCAL SERVICES

46.1 JURISDICTION

46.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction of a municipal nature in Norman Wells with respect to:

- a) programs, services, and facilities provided by or on behalf of the Tłegóhłı Got'ıne Government, including sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;
- b) land use planning, zoning and subdivision control;
- c) licensing of businesses, business activities, and persons engaged in business;
- d) local transportation systems including buses and taxis;
- e) domestic animals and activities in relation to them;
- f) public nuisances and unsightly property;
- g) community roads, except primary highways as defined in the *Public Highways Act* (NWT);
- h) the operation of all-terrain vehicles, as such vehicles are defined in the *All-terrain Vehicles Act* (NWT), except on primary highways as defined under the *Public Highways Act* (NWT);
- i) the purchase and acquisition of real property by the Tłegóhłı Got'ıne Government and the sale, lease, disposition, use, holding or development of Tłegóhłı Got'ıne Government real property;
- j) a community flag, crest and coat of arms;
- k) the health, safety, and welfare of people and the protection of people and property;
- l) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews; and
- m) granting utility franchises.

46.1.2 Regulation of land under Part 3 of the *Mackenzie Valley Resource Management Act* (Canada) applies to lands in Norman Wells, except if the Tłegóhłı Got'ıne Government exercises Jurisdiction under 46.1.1 in respect of those lands.

46.1.3 The Tłegóhłı Got'ıne Government has Jurisdiction and Authority within Norman Wells that are the same as the Jurisdictions and Authorities of municipalities under NWT Law in relation to:

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- a) fire protection and prevention;
 - b) emergency preparedness and emergency measures;
 - c) motor vehicles;
 - d) expropriation of interests in lands;
 - e) property assessment and property taxation; and
 - f) any other matter that may be provided for in NWT Law not addressed in 46.1.1.
- 46.1.4 The Tłegóhłı Got'ıne Government may acquire interests in Sahtu Municipal Lands in accordance with 23.3 of the SDMCLCA.
- 46.1.5 In exercising its Jurisdiction and Authority under 46.1.3, the Tłegóhłı Got'ıne Government shall perform those duties that are the same as the duties of municipalities under NWT Law and in the performance of any such duties, or any duties that it has by virtue of an exercise of its Jurisdiction under 46.1.1, the Tłegóhłı Got'ıne Government has the benefit of the same limitations of liability that municipalities are entitled to under NWT Law in respect of the exercise of the same duties under NWT Law.
- 46.1.6 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 46.1.1 and 46.1.3 does not include:
- a) establishing a land titles system;
 - b) consumer protection;
 - c) regulation of utilities;
 - d) occupational health and safety; and
 - e) expropriation of mines and minerals.
- 46.1.7 The Tłegóhłı Got'ıne Government has standing to make representations to the Public Utilities Board, or any other administrative decision-maker established under NWT Law, if the Board or decision-maker considers any matter affecting the provision of public utility service within the Norman Wells Administrative Area which is within the jurisdiction of the Board or decision-maker.
- 46.1.8 Notwithstanding the geographic limit to the Jurisdiction of the Tłegóhłı Got'ıne Government in 46.1.1 and 46.1.3, Tłegóhłı Got'ıne Government Law made under 46.1.1 and 46.1.3 may apply, by agreement between the Tłegóhłı Got'ıne Government and the GNWT, outside of Norman Wells, but within the Norman Wells Administrative Area, in order to facilitate the delivery of services.

46.2 STANDARDS

- 46.2.1 Tłegóhłı Got'ıne Government Laws made under 46.1.1 and 46.1.3 shall provide for health and safety standards and technical codes regarding public works, community infrastructure and local services that are at least equivalent to federal and NWT health and safety standards and technical codes.
- 46.2.2 The GNWT shall confer with the Tłegóhłı Got'ıne Government prior to amending or establishing standards and technical codes referred to in 46.2.1.

46.3 CONFLICT

- 46.3.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 46.1.1 and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.
- 46.3.2 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under 46.1.3 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 47 GAMING AND GAMBLING

47.1 GENERAL

- 47.1.1 No licence or approval of gaming or gambling in the Norman Wells Administrative Area shall be issued without the written consent of the Tłegóhłı Got'ıne Government.
- 47.1.2 The written consent of the Tłegóhłı Got'ıne Government under 47.1.1 may include terms and conditions provided that any such terms and conditions are consistent with Federal Law and NWT Law.
- 47.1.3 Nothing in the FSGA shall be construed to restrict the ability of the Tłegóhłı Got'ıne Government to participate in the regulation, conduct or management of gaming and gambling permitted under any Federal Law or NWT Law.

CHAPTER 48 LIQUOR

48.1 JURISDICTION

48.1.1 The Tłegóhłı Got'ıne Government has Jurisdiction with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor in Norman Wells and on Settlement Lands.

48.1.2 The Jurisdiction of the Tłegóhłı Got'ıne Government set out in 48.1.1 does not include the:

- a) manufacture of Liquor;
- b) importing of Liquor into the NWT;
- c) distribution of Liquor within the NWT; and
- d) exporting of Liquor.

48.2 CONFLICT

48.2.1 In the event of a Conflict between a Tłegóhłı Got'ıne Government Law made under this chapter and a Federal Law or NWT Law, the Tłegóhłı Got'ıne Government Law prevails to the extent of the Conflict.

CHAPTER 49 JUSTICE

49.1 INDEPENDENCE OF THE JUSTICE COUNCIL

49.1.1 The Tłegóhłı Got'ıne Government shall provide for the independence of the Justice Council when exercising Jurisdiction under the FSGA in relation to the appointment, functions, compensation, accountability and financial management of the Justice Council.

49.2 SANCTIONS

49.2.1 The Jurisdictions of the Tłegóhłı Got'ıne Government set out in the FSGA include:

- a) subject to 49.2.2, the Jurisdiction to provide for the imposition of sanctions, as a consequence of a violation of Tłegóhłı Got'ıne Government Law; and
- b) the Jurisdiction to provide that the Justice Council:
 - i) administer sanctions referred to in 49.2.4;
 - ii) administer alternative measures and extra-judicial measures referred to in 49.4.1;
 - iii) perform the dispute resolution functions referred to in 49.6.1;
 - iv) hear appeals or conduct rehearings referred to in 49.7.1; and
 - v) exercise other duties and functions assigned to it under Tłegóhłı Got'ıne Government Law.

49.2.2 Subject to 50.2.5, the sanctions imposed for a violation of Tłegóhłı Got'ıne Government Law shall not exceed:

- a) for a term of imprisonment, the term imposed under the *Criminal Code* (Canada) or NWT Law for summary conviction offences for which no specific punishment is provided, whichever is greater;
- b) for a fine for an individual, the amount set out in the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater; and
- c) for a fine for a corporation, \$10,000 or the amount set out in the *Criminal Code* (Canada) or in NWT Law applicable to summary conviction offenses for which no specific punishment is provided, whichever is greater.

49.2.3 Tłegóhłı Got'ıne Government Law may provide alternative sanctions that are consistent with the culture and values of the Sahtu Dene and Metis of Norman Wells, provided that such sanctions shall not be imposed on an offender without his or her consent. If a victim's participation is required for the sanction to be carried out, the victim's consent is required.

49.3 ENFORCEMENT

49.3.1 The Tłegóhłı Got'ıne Government is responsible for the enforcement of Tłegóhłı Got'ıne Government Laws.

49.3.2 Tłegóhłı Got'ıne Government Law may provide for:

- a) the appointment of officers to enforce Tłegóhłı Got'ıne Government Law; and
- b) powers of enforcement, provided that such powers do not exceed those provided by Federal Law or NWT Law for officers enforcing similar laws in the NWT.

49.3.3 The Tłegóhłı Got'ıne Government Jurisdiction under this chapter does not include the Jurisdiction to:

- a) establish a police force, regulate police activities or appoint police officers or peace officers; or
- b) authorize the acquisition, possession, transport, carrying or use of a firearm, ammunition, prohibited weapon or prohibited device as these terms are defined in Part III of the *Criminal Code* (Canada).

49.3.4 The Tłegóhłı Got'ıne Government shall:

- a) ensure that enforcement officers appointed by the Tłegóhłı Got'ıne Government are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officers carrying out similar duties in the NWT; and
- b) establish and implement procedures for responding to complaints against its enforcement officers.

49.3.5 The Tłegóhłı Got'ıne Government may enter into agreements with the GNWT or Canada regarding:

- a) the enforcement of Tłegóhłı Got'ıne Government Laws; and
- b) the prosecution of violations of Tłegóhłı Got'ıne Government Laws.

49.4 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES

49.4.1 The Tłegóhłı Got'ıne Government may establish with respect to the enforcement of Tłegóhłı Got'ıne Government Law:

- a) alternative measures similar to those provided for in the *Criminal Code* (Canada); and
- b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act* (Canada),

to deal with persons accused of offences created under Tłegóhłı Got'ıne

Government Law.

49.5 PROSECUTIONS

49.5.1 The Tłegóhłı Got'ıne Government is responsible for the prosecution of violations of Tłegóhłı Got'ıne Government Law before the courts of the NWT and may carry out this responsibility by:

a) appointing individuals; or

b) entering into agreements with appropriate prosecution services,

to prosecute violations of Tłegóhłı Got'ıne Government Law, in a manner that is consistent with the principles of prosecutorial independence.

49.6 ALTERNATIVE DISPUTE RESOLUTION

49.6.1 The Tłegóhłı Got'ıne Government may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.

49.6.2 Nothing in 49.6.1 restricts the right of any person to resolve a dispute through the courts.

49.7 APPEAL, REHEARING AND REVIEW OF DECISIONS

49.7.1 Tłegóhłı Got'ıne Government Law:

a) shall provide for a right of appeal, or a right to seek a rehearing, to persons who are directly affected by decisions of the Tłegóhłı Got'ıne Government and Institutions of the Tłegóhłı Got'ıne Government made under Tłegóhłı Got'ıne Government Law; and

b) may establish the appropriate appeal and rehearing procedures and mechanisms.

49.8 COURTS

49.8.1 The Territorial Court of the NWT shall hear and determine a civil matter arising under Tłegóhłı Got'ıne Government Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT under Federal Law or NWT Law.

49.8.2 A judge of the Territorial Court of the NWT or a Justice of the Peace shall hear and determine a violation of Tłegóhłı Got'ıne Government Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT or a Justice of the Peace, as the case may be, under Federal Law or NWT Law.

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- 49.8.3 The Supreme Court of the NWT shall hear appeals of decisions of the Territorial Court of the NWT or a Justice of the Peace in relation to Tłegóhłı Got'ıne Government Law.
- 49.8.4 The Supreme Court of the NWT shall hear and determine:
- a) a civil matter arising under Tłegóhłı Got'ıne Government Law that does not fall under the jurisdiction of the Territorial Court of the NWT under 49.8.1; and
 - b) a challenge to Tłegóhłı Got'ıne Government Law.
- 49.8.5 A Tłegóhłı Got'ıne Government Law may be enforced by applying for any available remedy under NWT Law to the Supreme Court of the NWT.
- 49.8.6 The Supreme Court of the NWT has exclusive jurisdiction to hear an application for judicial review of an administrative decision of the Tłegóhłı Got'ıne Government or Institutions of the Tłegóhłı Got'ıne Government.
- 49.8.7 No application for judicial review may be brought until all procedures for appeal or review provided under Tłegóhłı Got'ıne Government Law and applicable to the administrative decision are exhausted.
- 49.8.8 Any matter arising under Tłegóhłı Got'ıne Government Law which is taken before any territorial court is subject to the applicable rules of court and the ability of the court to control its process.

49.9 ADMINISTERING SANCTIONS

- 49.9.1 The GNWT is responsible for administering fines or terms of probation and imprisonment imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłı Got'ıne Government Law in the same manner as those imposed for violations of Federal Laws and NWT Laws.
- 49.9.2 The GNWT shall pay to the Tłegóhłı Got'ıne Government the proceeds of fines imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłı Got'ıne Government Law.
- 49.9.3 The Tłegóhłı Got'ıne Government is responsible for administering sanctions created under 49.2.3 and for the alternative measures established under 49.4.1 a).

CHAPTER 50 TAXATION

50.1 DEFINITIONS

50.1.1 In this chapter:

“**Direct**” has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*; and

“**Person**” includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives.

50.2 JURISDICTION

50.2.1 The Tłegóhłı Got’ıne Government has Jurisdiction with respect to Direct taxation of Citizens within Norman Wells and within Settlement Lands in order to raise revenue for Tłegóhłı Got’ıne Government purposes.

50.2.2 From time to time, at the request of the Tłegóhłı Got’ıne Government, Canada and the GNWT, together or separately, may negotiate and attempt to reach an agreement with the Tłegóhłı Got’ıne Government respecting:

- a) the extent to which the Jurisdiction under 50.2.1 may be extended to apply to Persons other than Citizens, within Norman Wells and within Settlement Lands; and
- b) the manner in which the Tłegóhłı Got’ıne Government’s tax system shall be coordinated with federal or GNWT tax systems, including:
 - i) the amount of tax room that Canada or GNWT may be prepared to vacate in favour of taxes imposed by the Tłegóhłı Got’ıne Government, and
 - ii) the terms and conditions under which Canada or GNWT may administer, on behalf of the Tłegóhłı Got’ıne Government, taxes imposed by the Tłegóhłı Got’ıne Government.

50.2.3 An agreement under 50.2.2 may address the coordination, within Settlement Lands, of the Tłegóhłı Got’ıne Government’s tax system with a tax system of another Sahtu Dene and Metis self-government established under a self-government agreement in the Tulita/Norman Wells District.

50.2.4 The Jurisdiction of the Tłegóhłı Got’ıne Government under 50.2.1 does not limit the taxation powers of Canada or the GNWT.

50.2.5 Notwithstanding chapter 49, an agreement under 50.2.2 may provide, or enable a Tłegóhłı Got'ıne Government Law to provide, for:

- a) fines or terms of imprisonment under a Tłegóhłı Got'ıne Government Law in relation to taxation that are greater than the limits set out in 49.2.2; and
- b) other measures related to the administration, enforcement, adjudication and appeal of matters in relation to taxation.

50.3 TRANSFER OF ASSETS

50.3.1 A transfer of assets to the Tłegóhłı Got'ıne Government under the FSGA is not taxable.

50.3.2 For federal and NWT income tax purposes, assets referred to in 50.3.1 are deemed to have been acquired by the Tłegóhłı Got'ıne Government at a cost equal to their fair market value on the Effective Date or the date of transfer, whichever is later.

50.3.3 The Parties shall review 50.3.1 prior to the date on which the negotiators for the Parties initial the FSGA, given that assets and liabilities may or may not be transferred to the Tłegóhłı Got'ıne Government under the FSGA as an aboriginal public government and to discuss the tax treatment of other assets which may be transferred from the Town of Norman Wells to the Tłegóhłı Got'ıne Government as an aboriginal public government.

50.4 LANDS

50.4.1 With regard to lands transferred under the FSGA to the Tłegóhłı Got'ıne Government, the Tłegóhłı Got'ıne Government is not subject to taxation of land, or interests in land, on which there is no improvement or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

50.4.2 For greater certainty, the exemption from taxation in 50.4.1 does not apply to a taxpayer other than the Tłegóhłı Got'ıne Government nor does it apply with respect to income tax, sales tax or tax on transfer of property.

50.4.3 The Parties shall review 50.4.1 prior to the date on which the negotiators for the Parties initial the FSGA, given that lands may or may not be transferred to the Tłegóhłı Got'ıne Government under the FSGA and to discuss the definition of lands that may be subject to 50.4.1

50.5 INDIAN ACT TAX EXEMPTION

50.5.1 Section 87 of the *Indian Act* (Canada) has no application to a Citizen with respect to:

- a) transaction taxes, as of the first day of the first month after the eighth anniversary of the Effective Date; and
- b) all other taxes, as of the first day of the first calendar year after the twelfth anniversary of the Effective Date.

50.6 STATUS OF AGREEMENTS

50.6.1 An agreement concluded under this chapter:

- a) is not part of the FSGA;
- b) is not a treaty within the meaning of the *Constitution Act, 1982*; and
- c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

⁵ This chapter to be completed during FSGA negotiations.

PART IV
SCHEDULES

SCHEDULE "A" DESCRIPTION OF THE ADMINISTRATIVE LINE

The following description uses reference points taken from Appendix "E" to the SDMCLCA and information found on the Canada Lands Survey System website at <http://clss-satc.nrcan-rncan.gc.ca/map-carte-eng.php?can=096E/08>:

commencing	at a point in the middle of Vermillion Creek at its confluence with the McKenzie River, at approximate latitude 65 ° 04' 44" N and approximate longitude 126 ° 12' 05" W;
thence	northerly in a straight line to the southeast corner of Sahtu Parcel M32;
thence	due north to the boundary of the Tulia District and the Deline District; and
commencing	at the said point in the middle of Vermillion Creek at its confluence with the McKenzie River;
thence	southwesterly in a straight line to the southeastern corner of the Sahtu Parcel 129;
thence	westerly along the southern boundary of Sahtu Parcel 129 to where it intersects with the boundary of the proposed Dodo Canyon Territorial Park;
thence	south and west along the boundary of the proposed Dodo Canyon Territorial park to where it intersects with the boundary of the proposed Canol Heritage Trail Territorial Park;
thence	southwesterly along the southern and eastern boundary of the proposed Canol Heritage Trail Territorial Park to where it intersects with the northern boundary of Sahtu Parcel 115;
thence	west along the northern boundary of Sahtu Parcel 115 to where it intersects with the east limit of the Canol Road Hiking Trail, said limit being perpendicularly distant 30 metres east of the centre line of the said trail;
thence	southerly along the east limit of the Canol Road Hiking Trail to when it intersects with the northern and eastern boundary of the proposed Canol Heritage Trail Territorial park;
thence	southwesterly along the southern and eastern boundary of the proposed Canol Heritage Trail Territorial park, to where it intersects with the northern boundary of Sahtu Parcel 118;
thence	west along the northern boundary of the Sahtu parcel 118 to the east limit of the Canol Road Hiking Trail, said limit being perpendicularly distant 30 metres east of the centre line of the said trail;

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- thence southerly along the east limit of the Canol Road Hiking Trail, to where it intersects with the northern and eastern boundary of the proposed Canol Heritage Trail Territorial Park;
- thence southwesterly along the southern and eastern boundary of the proposed Canol Heritage Trail Territorial Park to where it intersects with the northeasterly boundary of Sahtu Parcel 121;
- thence northwesterly along the northeasterly boundary of Sahtu Parcel 121 to where it intersects with the south limit of the Canol Road Hiking Trail, the said limit being perpendicularly distant 30 metres south of the centre line of the said trail, the said intersection being on the northern boundary of Sahtu Parcel 121;
- thence westerly along the northern boundary of Sahtu Parcel 121 to where it intersects with the Yukon Territory/Northwest Territories boundary.

SCHEDULE "A-1" MAP OF NORMAN WELLS ADMINISTRATIVE AREA

Parties to insert during final negotiations

SCHEDULE "B" DESCRIPTION OF NORMAN WELLS MUNICIPAL AREA

The following description is for illustrative purposes only and the authoritative description of the Norman Wells municipal area is described in the *Village of Norman Wells Continuation Order*, R.R.N.W.T. 1990, c.C-11.

All that portion of the Northwest Territories in the vicinity of the community of Norman Wells as shown on the 1:50,000 scale National Topographic Series Maps 96 E/2-Edition 1, 96 E/3-Edition 1, 96 E/6- Edition 1, and 96 E/7-Edition 2, and being more particularly described as follows:

Commencing at the point of confluence of the east bank of Loon Creek with the south bank of the Mackenzie River at approximate latitude $65^{\circ}14'N15O$ and longitude $126^{\circ}54'N45O$;

thence southerly along the east bank of Loon Creek to a point of intersection with the south boundary of the Block Land Transfer for Norman Wells as described in Order in Council PC 1973-293, the point of intersection being approximately 3.3 km east of Geodetic Survey Monument #549210 "Canolase", having latitude $65^{\circ}12'N51.68857O$, and longitude $127^{\circ}01'N12.69023O$ (Geodetic Data Bank query December 22, 1989);

thence west following the boundary of the Block Land Transfer and passing through "Canolase" to an intersection with longitude $127^{\circ}10'N00O$;

thence in a straight line to the point of confluence of the west bank of an unnamed stream with the south bank of the Mackenzie River at approximate latitude $65^{\circ}16'N20O$ and longitude $127^{\circ}07'N00O$;

thence in a straight line to the point of intersection of the north bank of the Mackenzie River with longitude $126^{\circ}55'N00O$;

thence northerly in a straight line to a point having latitude $65^{\circ}19'N50O$, and longitude $126^{\circ}53'N30O$;

thence north-easterly in a straight line to a point having latitude $65^{\circ}20'N45O$, and longitude $126^{\circ}51'N25O$ the point being by the north-east end of an unnamed lake;

thence in a straight line to the most easterly point on the shore of an unnamed lake at approximate latitude $65^{\circ}17'N54O$, and longitude $126^{\circ}35'N40O$;

thence in a straight line to the intersection of the east bank of Joe Creek with latitude $65^{\circ}16'N50O$;

thence south following the meridian to an intersection with the centre line of the pipeline R/W as shown on Plan 1972-1 deposited in the Land Titles Office in Yellowknife;

thence westerly and following the centre line of the pipeline R/W to a point being approximately 335 m distant east along the R/W from its intersection with Joe Creek, the point being an intersection with the centre line produced of a faint cut-line;

thence south-west and following the production, and the centre line of the cut-line to a point on the north-east boundary of Lot 4, Group 1158, as shown on Plan 355 deposited in the Land Titles Office, distant approximately 160 m north-west of its most easterly corner;

thence south-west following the boundary of Lot 4, Group 1158 to its most easterly corner;

thence southerly following the boundary of Lot 4, Group 1158 to its most southerly corner;

thence to a point on the south bank of the Mackenzie River east of the Geodetic Monument "Canolase" and being the same point as described in the Block Land Transfer;

thence westerly and following the sinuosities of the south bank of the Mackenzie River to the point of Commencement.

SCHEDULE "C" TULITA/NORMAN WELLS DISTRICT

Parties to insert during FSGA negotiations.