# Northwest Territories Our Land for the Future

### Agreement

Dene kedá (North Slavey) - Hıdó Gogha Dene Nené
Dinjii Zhú Ginjik (Gwich'in) - Yeendòo geenjit nikhwinàn
Dene Zhatié (South Slavey) - Yundaa Gogha Nahendéh
Dëne Suliné Yatié (Chipewyan) - Nuwe Nén Yuneth Haza Xa
Nēhiyawēwin (Cree) - Nikanihk ohci nîyanân askiy
Willideh Yatiì - Idaà gogha goneè
Tlicho - Gonee Idaà gha
Michif - Niyanawnow itwayhoow ekwa li tawn ki vyaen

#### **PREAMBLE**

**WHEREAS** the Northwest Territories are the homelands of the Dene First Nations, Inuvialuit, and Métis Indigenous peoples, who have throughout history and to this day, lived on these lands and waters and maintain their distinct identities, cultures and ways of life;

WHEREAS conservation is a global imperative. Canada has made international commitments to achieving biodiversity goals and has set targets to achieve the conservation of 30% of the lands and waters by 2030. Philanthropic donors have missions that encompass supporting community development and conservation, including Indigenous-led conservation. The Northwest Territories is one of four areas selected by the federal government and philanthropic donors to provide sustainable and accessible funding for Indigenous-led conservation projects toward these goals;

WHEREAS the *United Nations Declaration on the Rights of Indigenous Peoples* emphasizes the self-determination of Indigenous peoples and the urgent need to respect and promote the inherent rights of Indigenous peoples of the world, which derive from their political, economic and social structures and from their cultures, spiritual traditions, histories, Indigenous science, philosophies and legal systems, especially their rights to their land, territories and resources;

WHEREAS Indigenous governments and Indigenous organizations in the Northwest Territories, Canada, the Government of the Northwest Territories, and philanthropic donors have come together as partners with the shared intention of concluding a NWT project finance for permanence agreement to recognize, respect and support Indigenous-led stewardship of lands and waters in the Northwest Territories and make a substantial contribution to meeting Canada's international commitments to protect and conserve lands and waters for future generations, including through the establishment of Indigenous Protected and Conserved Areas under Indigenous laws;

WHEREAS Healthy Land, Healthy People is the Northwest Territories' plan to put in place, implement, and strengthen protected areas and conservation areas across the NWT. The workplan recognizes the importance of planning holistically – working with Indigenous governments, Indigenous organizations, the federal government, and stakeholders to build on the momentum of successful protected areas and conservation areas implementation, advance candidate protected areas, support Indigenous-led conservation, and expand investment both public and private to make the most of protected areas and conservation areas.

**AND WHEREAS** this Our Land for the Future Agreement sets out the basis by which the partners will collaborate to achieve their shared goals.

#### 1. **DEFINITIONS**

#### 1.1 In this Agreement:

"Agreement" means this Our Land for the Future Agreement;

"Canadian Protected and Conserved Areas Database" or "CPCAD" means the national database compiled, in collaboration with federal, provincial and territorial jurisdictions and other reporting authorities, and managed by Environment and Climate Change Canada ("ECCC");

"Core Activities" means the activities to be led by Indigenous Partners as set out in 4.2 and the Strategic Plan;

"Contribution Account" means a record of transactions for specific funds held by the Our Land for the Future Trust as they are contributed, invested and managed prior to being transferred to a Disbursement Account by the Financial Committee;

"Contribution Commitments" means the contribution commitments made by Canada under 5.4(a) and the matched contribution by the Donor Partners under 5.4(d);

"Criteria" are specific conditions that must be met to determine eligibility for disbursements from the Our Land for the Future Trust;

**"Donor"** means a philanthropic contributor to an Our Land for the Future Trust, but does not include Canada;

"Donor Grant Agreement" means any agreement setting out the terms and conditions of contributions from Donors to the Our Land for the Future Trust;

"Director" means an individual director of the Our Land for the Future Trust;

"Disbursement Account" means a record of transactions for specific funds held by the Our Land for the Future Trust as they are made available for disbursement to Indigenous Partners by the Governance Committee;

"Disbursement Budget" means the annual allocation available for disbursement to Indigenous Partners from the Disbursement Account by the Governance Committee;

"Disbursement Conditions" mean any conditions that must be met prior to:

i. the release of funds from the Contribution Account to the Disbursement Account; or

ii. the disbursement of funds from the Disbursement Account;

"Disputant" means a Partner or Director who is a party to a Dispute;

"Dispute" means any failure to achieve consensus on

- i. a decision required to be made under this Agreement;
- ii. a course of action proposed pursuant to this Agreement; or
- iii. the wording, scope or interpretation of this Agreement

among Partners or Directors, as the case may be;

"Effective Date" means the day the Our Land for the Future Trust comes into effect under 15.1 of the Agreement;

"Endowment" means a Contribution Account held by the Our Land for the Future Trust that is intended to exist in perpetuity by preserving capital over a long time frame. The capital of an Endowment is re-invested, and normally only the income or capital gains of the Endowment are available for disbursement from the Contribution Account. The Treasury Board of Canada Directive on Transfer Payments defines an endowment as "a transfer payment to a recipient where the funding provided is to be invested to produce an ongoing source of income to be used for the purposes specified in a funding agreement";

"Federal Grant Agreement" means any agreement setting out the terms and conditions of contributions from Canada to the Our Land for the Future Trust;

"Financial Plan" means the financial plan for contributions, investments, and expenditures from the Our Land for the Future Trust to support Core Activities under the NWT PFP. The Financial Plan as amended from time to time, is attached as Schedule A;

"Fund Management Policies" means the principles and policies for the financial management of the Our Land for the Future Trust, including investment policies and guidelines established in accordance with this Agreement, as amended from time to time;

"Fund Manager" means one or more third-party professionals or professional firms contracted to provide financial management or investment advisory services to the Our Land for the Future Trust;

"Indigenous Guardians" means programs established by Indigenous Partners to monitor ecological health, maintain cultural sites, and protect support the stewardship of

sensitive areas and species. Guardians' initiatives support Indigenous peoples in protecting land, water, and ice in Indigenous territories through on-the-ground, community-based, stewardship initiatives integrating Indigenous knowledge, values and governance systems. Indigenous Guardians also participate in enforcement, research, and adaptive management and help promote social and community well-being through connections to the land, culture, and language;

"Indigenous Partner" means an Indigenous government or Indigenous organization that is a signatory to this Agreement;

"Indigenous Protected and Conserved Area" or "IPCA" means lands and waters where Indigenous Peoples have the primary role in protecting and conserving ecosystems through Indigenous laws, governance and knowledge systems. For greater certainty, part or all of an IPCA may be a Protected Area or an OECM;

"Interim Protection" means a geographically defined area where there is a clear commitment made publicly by the relevant Partners of an intent to complete formal establishment as soon as possible, and interim protection measures are in place that the governing body for conserving biodiversity has deemed effective and appropriate;

"Milestone" means the occurrence of a specific event or the completion of a specified objective in the Strategic Plan to determine:

- eligibility for additional contributions (other than the Contribution Commitments) to the Our Land for the Future Trust; or
- ii. disbursements from the Our Land for the Future Trust;

"**NWT PFP**" means the arrangements entered into between the Partners pursuant to this Agreement;

"Objectives" means the objectives of the NWT PFP described in 3.2 to 3.4;

"Other Effective Area-Based Conservation Measure" or "OECM" means a geographically defined area other than a Protected Area, which is governed and managed in ways that achieve positive and sustained long-term outcomes for the in-situ conservation of biodiversity, with associated ecosystem functions and services and where applicable, cultural, spiritual, socio—economic, and other locally relevant values. The distinguishing criterion is that a protected area has a primary conservation objective, whereas an OECM delivers the effective in situ conservation of biodiversity, regardless of its objectives. For greater certainty, OECMs meet the requirements for CPCAD;

"Our Land for the Future Trust" means the legal entity created under the laws of the Northwest Territories to hold, invest and manage the Contribution Accounts and

Disbursement Accounts established under this Agreement, disburse funds for Core Activities, and support Partners in achieving the Purpose, Vision and Objectives of the NWT PFP;

"Partner" means a signatory to this Agreement;

"Proposed Area" means a site or area with a geographically defined boundary or study area where:

- a Partner is considering or has made public commitments to complete formal establishment of some or all of the site or area as a Protected Area, OECM or IPCA; and
- ii. the site or area is not currently a Protected Area, OECM or IPCA;

"Protected Area" means a defined geographical space, recognized, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values;

"Purpose" means the purpose of the Agreement set out in 2.1;

"Release Considerations" means the matters set out in 8.2 that will be considered by the Financial Committee prior to the release of funds from the Contribution Account to the Disbursement Account;

"Reporting Criteria" for reporting to the CPCAD are the criteria set out in the Pathway to Canada Target 1 Decision Support Tool, as revised from time to time;

**"Signature Date"** means the date as of which this Agreement has been signed by all Partners;

"Spend-down Fund" means a Contribution Account that will spend down its capital within a designated timeframe. Both principal and income are disbursed from the Contribution Account until the balance of that account is zero;

"Strategic Plan" means the document incorporating the Core Activities that will be taken by Partners to achieve the Purpose, Vision and Objectives of the NWT PFP. The Strategic Plan, as amended from time to time, is attached as Schedule B;

"Vision" means the vision of the NWT PFP set out in 3.1.

#### 2. PURPOSE OF THE AGREEMENT

2.1 The Purpose of this Agreement is to set out the mutual commitments of all Partners to advance the Vision and Objectives of the PFP.

#### 3. VISION AND OBJECTIVES OF THE NWT PFP

- 3.1 The Vision of the NWT PFP is to support Indigenous-led stewardship of lands and waters in the Northwest Territories and make a substantial contribution as outlined in the Financial Plan and Strategic Plan to meeting Canada's commitments to protect and conserve more lands and waters as recognized in the Canadian Protected and Conserved Areas Database (CPCAD).
- 3.2 The Objectives of the NWT PFP include protecting the land and water, preserving biodiversity, supporting thriving cultures, building community capacity, and contributing to healthy and equitable economies. This will include prioritizing Indigenous values and laws as guiding principles for economic development.
- 3.3 Support for Indigenous Guardians is central to achieving these objectives.
- 3.4 Activities and outcomes achieved under the NWT PFP are intended to be supported and sustained over the long term.

#### 4. STRATEGIC PLAN AND CORE ACTIVITIES

- 4.1 The Our Land for the Future Trust will provide funding to eligible Indigenous Partners to carry out Core Activities that contribute to achieving the Purpose, Vision and Objectives of the NWT PFP.
- 4.2 The Core Activities that may be funded under the NWT PFP are as follows:

#### **Area Based Conservation**

- a. the identification of Proposed Areas;
- b. the process of establishing new or expanding existing:
  - i. Protected Areas:
  - ii. Other Effective Area-Based Conservation Measures;
  - iii. Indigenous Protected and Conserved Areas; and
  - iv. Proposed Areas with Interim Protection.

c. the governance, management and monitoring of existing Proposed Areas with Interim Protection, Protected Areas, Other Effective Area-Based Conservation Measures, IPCAs, and areas established during the term of this Agreement;

#### **Other Conservation-Related Initiatives**

- d. Indigenous Guardians programs, including operations and activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Other Effective Area-Based Conservation Measures, Proposed Areas and IPCAs;
- e. monitoring programs for conservation-related purposes, including programs related to monitoring biodiversity, ecological integrity, and cultural continuity; land and water use activities; and indicators of environmental and cultural change;
- f. climate change research, and activities related to climate change adaptation, climate impact assessment, climate change mitigation and response for conservation-related purposes;
- g. land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing public land use planning process, where such a process exists;
- h. on-the-land, cultural and Indigenous language activities undertaken by or with Indigenous Partners for conservation-related purposes;
- local and regional economic developments for conservation-related purposes; including investments in Indigenous harvesting economies, ecotourism, arts and artisanal activities, Indigenous cultural tourism, research economies, ecosystem services including the maintenance of biodiversity and the sequestration of carbon; and related infrastructure, capacity building and training;
- j. local and regional economic development investments that are compatible with conservation and prioritized by Partners;
- k. collaboration between Partners, including through the establishment of shared decision-making and governance agreements, dispute resolution, braiding

- Indigenous and Western science and other forms of knowledge; and the securement of conservation goals;
- monitoring and evaluation of conservation outcomes under the PFP Agreement, including the development of indicators and processes for measuring and reporting on the progress and outcomes of Core Activities supported under the PFP; and
- m. emergency planning and response conducted by Indigenous Partners that both protect investments in Core Activities and contribute to achieving the Purpose, Vision and Objectives of the NWT PFP, including measures for capital asset protection, Guardian response training and coordination, where those activities are:
  - not the responsibility of the GNWT under its Emergency Management
     Act, other territorial legislation, or pursuant to agreements with
     Canada or Indigenous governments; and
  - supplementary to any existing measures to plan for or respond to emergencies, or existing measures that provide for disaster relief by a Partner; or
  - iii. as requested by a local authority.
- 4.3 The Core Activities identified by each Indigenous Partner are described in the Strategic Plan at Schedule B.

#### 5. FINANCIAL PLAN AND FUND ESTABLISHMENT

- 5.1 The Financial Plan attached as Schedule A sets out:
  - a. Contribution Commitments to be made by Canada and the Donors to the Our Land for the Future Trust;
  - b. projected income from investments of funds held in the Contribution Accounts;
  - c. cost estimates for the Core Activities to be carried out by Indigenous Partners in accordance with the Strategic Plan, including cost breakdowns by funding source, activity, and year;
  - d. cost estimates for implementing the Our Land for the Future Trust, for administering the Agreement, and other anticipated expenditures associated with the Our Land for the Future Trust, including cost breakdowns by funding source, and activity;
  - e. projected disbursements to Indigenous Partners; and
  - f. solutions beyond 10 years.

#### 5.2 Establishment of the Our Land for the Future Trust

- a. The Partners will recommend to the Legislative Assembly of the Northwest Territories that the Our Land for the Future Trust be established as a body corporate under territorial legislation in order to fulfill the Purpose, Vision and Objectives of this Agreement.
- b. The Our Land for the Future Trust will make an application to the Minister of National Revenue to be recognized and registered as a qualified donee under 149(1)(c) of the *Income Tax Act*, R.S.C. 1985.
- c. The Partners may agree on future measures by which any additional federal funding contributed by Canada for Core Activities in the Strategic Plan may be directly disbursed to Indigenous Partners in accordance with any bilateral arrangements between Canada and those Indigenous Partners, and any agreement on eligibility for donor matching funds under 5.4(d).
- d. The Partners will have regard to the *Practice Standards for Conservation Trust Funds* (Conservation Finance Alliance, 2020) and make best efforts to adopt policies and procedures for the Our Land for the Future Trust that meet or exceed those standards as they may be applicable in Canada and the NWT, including the engagement of qualified professionals with relevant expertise and experience in fund management, conservation finance and compliance with applicable laws to manage and administer the Our Land for the Future Trust. In the event of a conflict between this Agreement and those standards, this Agreement will prevail.
- e. The Our Land for the Future Trust will have the powers and capacity of a person with full capacity.
- f. The Our Land for the Future Trust will not be an agent or representative of any Partner.
- g. The Our Land for the Future Trust will be managed and governed by Directors accountable to the Partners through the Partners Table as set out in Section 6.
- h. For clarity, the GNWT is not entitled to disbursements from the Our Land for the Future Trust.
- i. In the event that the Our Land for the Future Trust is not established in territorial legislation, the Partners will make best efforts to achieve agreement on an alternative mechanism to hold and disburse the funds. The Agreement will terminate if no such agreement on an alternative mechanism can be achieved.

j. If the territorial legislation constituting the Our Land for the Future Trust is amended in a manner that is inconsistent with this Agreement, the Partners will make best efforts to achieve agreement on an alternative mechanism to hold and disburse the funds. The Agreement will terminate if no such agreement on an alternative mechanism can be achieved.

#### 5.3 Fund Contributions

a. The Contribution Commitments described in 5.4 will be accepted by the Our Land for the Future Trust in accordance with the Financial Plan described in 5.1 and subject to the conditions in 5.6.

#### 5.4 Contribution Commitments

- a. Canada will contribute up to \$300 million to the Our Land for the Future Trust on or before the Effective Date of this Agreement subject to the terms of a Federal Grant Agreement.
- b. As the PFP is established and the full scope of activities is pursued, ECCC will continue to engage internally and with other federal departments and agencies with related and complementary responsibilities to explore the addition of other sources of federal funding either to directly support Core Activities or as additional contributions to the Our Land for the Future Trust.
- c. Canada's contribution in 5.4(a) is subject to:
  - i. confirming contributions from Donors under 5.4(d);
  - ii. federal Treasury Board approval; and
  - iii. appropriations by Parliament.
- d. the Donors will contribute one dollar for every four dollars contributed by Canada under 5.4(a), up to \$75 million, subject to the terms of Donor Grant Agreements.
- e. the Donors will contribute one dollar for every four dollars contributed by Canada under 5.4(b) prior to the end of 2030, up to a maximum of \$25 million, subject to the terms of Donor Grant Agreements.
- f. If the Donor match under 5.4(e) has not been actualized by the end of 2030; the Donors, in their sole discretion, will determine what, if any, additional contributions the Donors may make to the Our Land for the Future Trust of the funds that the Donors intended to use to satisfy the Donors' obligation to

contribute up to \$25 million under 5.4(e).

- g. On or before the Effective Date of this Agreement, all or some of the funds to fulfill the Contribution Commitments will be paid by Canada and the Donor Partners to the Our Land for the Future Trust in accordance with the Financial Plan, and held in one or more Contribution Accounts.
- h. Nothing in this Agreement precludes a Donor from advancing a portion of its Contribution Commitment prior to the Effective Date to an entity that will support completion of the pre-Effective Date activities under Section 15 if requested to do so by the Partners.
- i. The Partners agree that the exchange rate between the United States Dollar (USD) and the Canadian Dollar (CAD) for the purposes of confirming that Donors have fulfilled their Contribution Commitment in 5.4(d) and their commitment pursuant to 5.4(e), if applicable, (regardless of whether contributions are made to the Our Land for the Future Trust in CAD or USD) is fixed as 1.3670, the average of the daily exchange rates published by the Bank of Canada for the period of May 1, 2024 to May 31, 2024, inclusive, unless otherwise agreed in writing.<sup>1</sup>

#### 5.5 Subsequent Contributions

a. Subject to the conditions in 5.6, the Directors may accept any subsequent contributions to the Our Land for the Future Trust based on contribution acceptance policies approved by the Partners Table, Financial Committee or Governance Committee.

#### 5.6 Conditions and Eligibility for Contributions

- a. Contributions from any public or private source to the NWT PFP may be accepted as:
  - i. contributions to an Endowment;
  - ii. contributions to a Spend-down Fund;
  - iii. commitments to annual or periodic contributions to a fund of either type:
  - iv. contributions to support the long-term sustainability of the NWT PFP;and
  - v. any other contributions acceptable to all Partners.

<sup>&</sup>lt;sup>1</sup> 5.4 (i) subject to further direction from the federal Treasury Board.

- and will be held in one or more Contribution Accounts, subject to any Disbursement Conditions under 5.6(c);
- b. The acceptance, management and disbursement of funds by the Our Land for the Future Trust is subject to the Fund Management Policies and other applicable policies established by the Partners Table, Financial Committee or Governance Committee to ensure there is transparency about the source of funds, compatibility with the Purpose, Vision and Objectives of the NWT PFP, and compliance with applicable law, national security interests, and other relevant considerations.
- c. Contributions directed to specific Contribution Accounts may be made subject to Disbursement Conditions for the disbursement of such funds, provided that the Directors agree that such Disbursement Conditions are in accordance with the Purpose, Vision and Objectives of the NWT PFP.
- d. General conditions on the disbursement of funds are prescribed in accordance with Section 8 (Flow of Funds and Criteria and Milestones) or as otherwise determined by the Partners Table, the Governance Committee or the Financial Committee.
- e. Contributions made to the Our Land for the Future Trust from any Partner will not replace, offset, be offered in lieu of or be used as a substitute for any existing or future funding opportunities, other fiscal relationships, funding obligations or commitments, whether arising from land claim agreements, self-government agreements, treaty management, implementation, fiscal financing arrangements, impact-benefit agreements, establishment agreements, or any other sources, programs or initiatives unless otherwise agreed by the affected Partners.
- f. For clarity, a Partner may receive contributions from the NWT PFP and any additional contributions from any Partners for up to 100% of the total costs of a Core Activity by stacking NWT PFP funding and other contributions, provided that there is no double funding of the same specific Core Activity.

#### 6. ACCOUNTABILITY/OVERSIGHT

- 6.1 The NWT PFP will be administered by:
  - a. the Partners, through the Partners Table;
  - b. the Directors of the Our Land for the Future Trust through the Governance Committee and the Financial Committee;

- c. the Fund Managers; and
- d. a secretariat.

#### Partners Table

- The Partners Table has oversight and is responsible for implementing the Agreement in a manner that is reflective of Indigenous values and benefits to Indigenous communities, other residents of the Northwest Territories, and other Canadians, including:
  - a. advancing the Purpose, Vision and Objectives of the NWT PFP;
  - b. ensuring proper accountability and oversight of the management and disbursements from the Our Land for the Future Trust;
  - c. appointing an auditor following consideration of the recommendations of the Financial Committee;
  - d. approving annual operating plans and annual budgets for the NWT PFP, as recommended by the Governance Committee;
  - e. approving Fund Management Policies recommended by the Financial Committee;
  - f. consideration and approval of any proposed changes to the Agreement, the Strategic Plan or the Financial Plan;
  - g. providing a forum for information sharing, reporting and evaluation of the NWT PFP;
  - support the sustainability of the Our Land for the Future Trust so that the Core
     Activities undertaken by Indigenous Partners may be supported by the NWT PFP
     over the long-term; and
  - i. any other activities as may be agreed by the Partners to advance the Agreement.
- 6.3 The Partners Table will meet at least once per year, unless otherwise agreed. The first meeting of the Partners Table will occur within six (6) months of the Signature Date of this Agreement.
- 6.4 Each Partner to the Agreement may appoint a representative to the Partners Table, except in circumstances where that Partner has determined that it wishes to be represented by a regional body, government, or other collective entity that appoints a representative to the Partners Table. Partners who have shared interests may form a caucus to discuss and advance such shared interests through a single representative where agreed.
- 6.5 Representatives appointed to the Partners Table by a Partner will be duly authorized by each Partner and will be deemed to possess the requisite scope of authority to fully represent that Partner for the purposes of the Agreement.

- 6.6 The Partners Table may establish working groups to carry out any tasks assigned by the Partners Table. The Partners may each appoint officials to participate in any working groups established by the Partners Table.
- 6.7 The Partners Table may invite observers to attend meetings of the Partners Table or any working group and may determine whether and to what extent an observer may participate.

#### **Directors**

- 6.8 The Our Land for the Future Trust will be managed by Directors responsible for the implementation of the Agreement in accordance with the Agreement, the Strategic Plan, the Financial Plan, and any policies approved by the Partners Table.
- 6.9 Directors will be appointed as follows:
  - a. 5 Directors will be appointed by the Indigenous Partners; and
  - b. subject to 6.47, up to 2 Directors will be appointed by the Donor Partners. The Donor Partners will appoint at least one Canadian Director.
- 6.10 The Directors will select a Chair from among the Directors appointed by the Indigenous Partners.
- 6.11 Directors are not representatives of any Partner, and will act independently, honestly and in good faith in the best interests of the NWT PFP. Directors will exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances in accordance with the Agreement, the Strategic Plan, the Financial Plan, and any applicable policies.
- 6.12 Directors must meet the qualifications to serve as a director of a federal not-for-profit corporation.
- 6.13 Directors must demonstrate or be willing to acquire cultural competency and knowledge of the rights, histories and contemporary perspectives of Indigenous peoples in the Northwest Territories, including with respect to consensus-building.
- 6.14 Directors will have or be willing to acquire the necessary skills and abilities to read and understand financial statements and be familiar with accounting and investment issues likely to arise in the context of the Our Land for the Future Trust and the Agreement.

- 6.15 The Directors should have background or experience in one or more of the following areas:
  - a. governance experience as an elected official, board member or senior manager;
  - b. fundraising in the public or private sector;
  - c. Indigenous land use, Indigenous science, knowledge and culture;
  - d. land and resource management, land use planning and environmental protection in the NWT;
  - e. financial management, administration and oversight of investments in conservation trusts or other similar entities:
  - f. law and legal practice, including Indigenous law and legal orders;
  - g. conservation and protected areas management;
  - h. diversity, equity, and inclusion initiatives;
  - i. other knowledge, skills or experience identified as necessary or advisable by the Directors or Partners Table.
- 6.16 Partners with the power to appoint Directors will ensure that nominees meet all of the qualifications set out in 6.12 6.14 and one or more of the qualifications set out in 6.15.
- 6.17 Partners with the power to appoint Directors will appoint the first Directors prior to the Effective Date.
- 6.18 Prior to making any appointments, all Partners with the power to appoint Directors will consult with each other concerning each nominee, and make best efforts to select and appoint Directors who collectively have the background and experience in all areas listed in 6.15.
- 6.19 Directors may be appointed for a term that does not exceed 4 years.
- 6.20 The terms of Directors will be staggered for continuity. Partners with the power to appoint Directors will seek the views of each other concerning the length of term prior to appointing a Director.
- 6.21 The term of a Director ends:
  - a. at the end of their term, unless re-appointed by a Partner with the power to appoint a Director;
  - b. if they cease to meet the qualifications to serve as a director of a federal not-forprofit corporation;
  - c. if they are removed and replaced by the other Directors or the Partners Table for cause; or
  - d. on resignation.

6.22 A Director whose term is expiring may be re-appointed for a subsequent term by a Partner with the power to appoint a Director after seeking the views of the Partners Table. There are no limitations on the number of subsequent terms a Director may serve.

#### **Governance Committee**

- 6.23 The Governance Committee will consist of the five (5) Directors appointed by the Indigenous Partners, inclusive of the Chair. The Directors appointed by the Donors and a representative of the Government of the NWT may attend the Governance Committee as observers, and may participate in the discussions and provide assistance and advice, unless the Governance Committee determines that it will meet *in camera*.
- 6.24 A consensus of the Governance Committee is required to:
  - a. develop and approve an annual Disbursement Budget for the Disbursement Account;
  - b. approve funding applications, where such approval is discretionary;
  - c. determine whether proposed activities qualify as Core Activities;
  - decide whether Disbursement Conditions, Criteria and Milestones have been met prior to disbursements from the Disbursement Account to an Indigenous Partner;
  - e. review and approve any requests from Partners for amendments to approved funding for Core Activities;
  - f. develop and recommend an annual operating plan (and the associated budget) for the NWT PFP to the Partners Table;
  - g. develop, review and recommend policies, other than the Fund Management Policies under 6.26(a), and verify compliance with those policies;
  - h. develop and implement an evaluation framework for the NWT PFP, including carrying out periodic reviews under 12.1;
  - report and make recommendations to the Partners Table regarding any disputes or issues regarding implementation or compliance with the Agreement;
  - j. provide oversight and direction to the Chief Executive Officer of the secretariat;
  - k. in consultation with the Financial Committee, establish administrative and operating policies for the secretariat;
  - generally, take such steps as may be reasonable and prudent to ensure that the Our Land for the Future Trust is appropriately managed and that any material changes or risks are identified, reported to the Partner's Table, and addressed; and
  - m. make such other discretionary decisions as may be assigned to the Governance Committee under the Agreement.

#### Financial Committee

- 6.25 The Financial Committee consists of the five (5) Directors appointed by the Indigenous Partners, inclusive of the Chair, and up to two (2) Directors appointed by the Donors. A representative of the Government of the NWT may attend the Financial Committee as an observer and may participate in the discussions and provide assistance and advice, unless the Financial Committee determines that it will meet *in camera*.
- 6.26 A consensus of the Financial Committee is required to:
  - a. develop, review and recommend the Fund Management Policies, including the investment policy for the Our Land for the Future Trust, and verify compliance with those policies;
  - b. retain or replace the Fund Managers;
  - determine the amount of funds available to be transferred from Contribution Accounts to the Disbursement Account to be allocated by the Governance Committee on an annual basis;
  - d. recommend the appointment of an independent auditor to the Partners Table;
  - e. approve annual performance reviews of the Fund Managers; and
  - f. exercise such other powers and authorities that require the consensus of the Financial Committee in accordance with the Agreement.

#### Chair

- 6.27 The Chair will preside at all Director meetings.
- 6.28 The powers and authority of the Chair are as set out in the Agreement. The powers and authorities of the Chair may be amended by the Partners Table, or in accordance with applicable policies and procedures adopted by the Governance Committee or the Financial Committee.

#### **Fund Management**

- 6.29 One or more Fund Managers will be retained by the Financial Committee to manage the Our Land for the Future Trust, including the Contribution Accounts and Disbursement Accounts.
- 6.30 Fund Managers will have the qualifications, skills and experience to ensure that the Contribution Accounts and Disbursement Accounts are professionally managed in accordance with the Agreement, the Financial Plan, and any policies approved by the Partners Table or the Financial Committee.
- 6.31 The Fund Managers will:

- a. provide independent investment advice to the Our Land for the Future Trust;
- b. maintain the banking and investment accounts of the Our Land for the Future Trust, including the Contributions Accounts and Disbursement Accounts;
- c. receive contributions and hold such contributions within Contribution Accounts;
- d. make transfers from the Contribution Accounts to the Disbursement Account at the direction of the Financial Committee;
- e. maintain financial records;
- f. ensure proper approvals and risk management controls;
- g. provide quarterly and annual reports on contributions, income from investments, disbursements to Indigenous Partners, and expenditures on NWT PFP operations to the Financial Committee;
- ensure compliance with the directives of the Fund Management Policy, any other financial policies adopted by the Partners Table, and the Agreement with respect to contributions, investments, transfers, disbursements and other financial matters;
- i. provide expertise, advice and assistance to the Financial Committee; and
- j. generally, take such steps as may be reasonable and prudent to ensure that the Contribution Accounts and Disbursement Accounts are appropriately managed, and that any material changes or risks are identified and addressed.
- 6.32 The Fund Managers will be subject to an annual performance review by the Financial Committee, and the terms of the Fund Managers engagement will require satisfactory performance as a basis for renewal.

#### Secretariat and CEO

- 6.33 The Governance Committee may retain contractors or hire employees to staff a secretariat to provide specific services to the Our Land for the Future Trust in accordance with the annual operating plan and budget approved by the Partners Table.
- 6.34 The Governance Committee will retain a Chief Executive Officer (CEO), and may delegate specific responsibilities to the Chief Executive Officer, provided that the Governance Committee maintains overall accountability and oversight for the decisions of the Chief Executive Officer. The Governance Committee will seek the advice of other Directors prior to retaining the CEO.
- 6.35 The Chief Executive Officer will manage and direct the secretariat in order to support the work of the Our Land for the Future Trust.
- 6.36 The Chief Executive Officer will report to the Chair and Governance Committee.

- 6.37 Specific scopes of service for contracts, any job descriptions for employees, and remuneration rates and benefits will be developed and approved by the Governance Committee prior to retaining or hiring contractors or employees for the secretariat.
- 6.38 Services performed by the contractors and employees of the secretariat will be subject to annual performance reviews, and renewal of any contract or term of employment will be based on the needs and operations budget of the NWT PFP and satisfactory performance of the service or function by the contractor or employee.

#### Admission of New Partners and Removal of Existing Partners

- 6.39 Prior to adding or removing a Partner, the Partners Table must obtain the advice and recommendations of the Governance Committee concerning the terms on which a new Partner may be added, or an existing Partner may be removed.
- 6.40 Admission or removal will be made effective by written amendment to this Agreement to add or remove such Partner as a signatory to this Agreement, including any consequential amendments to the Strategic Plan and the Financial Plan.

#### Admission

- 6.41 The Partners Table may admit new Partners to the NWT PFP by consensus of all existing Partners where:
  - a. the new Partner supports the Purpose, Vision, and Objective of the NWT PFP; and
  - admission of the new Partner does not impose any new financial burdens on the Our Land for the Future Trust unless such burdens are addressed through additional contributions.
- 6.42 Unless otherwise agreed by the Partners Table, a new Partner is not entitled to any disbursements from the Our Land for the Future Trust for activities undertaken by that Partner prior to the date of admission to the NWT PFP.

#### Exiting the NWT PFP

- 6.43 A Partner may exit the NWT PFP by giving written notice to the Partners Table of their intention to cease to be a Partner as of a specified date.
- 6.44 The Partners Table may identify outstanding obligations that a Partner must fulfil prior to their exit from the NWT PFP.

- 6.45 Unless otherwise agreed by the Partners Table, a Partner who is exiting the NWT PFP is not entitled to any disbursements from the Our Land for the Future Trust for activities undertaken after the date of exit from the NWT PFP.
- 6.46 After exiting the NWT PFP, a former Partner ceases to have any rights or obligations under the Agreement, subject to any terms and conditions on which the Partner exited the NWT PFP.

#### Transition of Donor Appointments to Observer Status

- 6.47 The power of Donor Partners to nominate and appoint Directors will be reviewed and evaluated by the Partners Table as part of the periodic reviews conducted under 12.1 in light of the following considerations:
  - active participation and meaningful contributions from Donor Partners and the Directors appointed by the Donor Partners towards the work of the NWT PFP, including efforts in resource mobilization, all in furtherance of the Purpose of this Agreement; and
  - b. other factors considered to be relevant to the Donors' role in realizing the Vision and Objectives of the NWT PFP.
- 6.48 Unless otherwise agreed by the Partners, the power of Donor Partners to appoint Directors will expire on the tenth (10<sup>th</sup>) anniversary of the Effective Date.
- 6.49 If the power of the Donor Partners to appoint Directors expires under 6.47:
  - a. the Directors appointed by the Indigenous Partners, inclusive of the Chair, will compose the full Financial Committee; and
  - b. the Governance Committee will provide a report and recommendation to the Partner's Table for consideration in accordance with 11.3 concerning any necessary amendments to 6.25, any other relevant provisions of the Agreement, and any implementing legislation to reflect the new composition of Directors.

#### 7. CONSENSUS DECISION-MAKING AND DISPUTE RESOLUTION

- 7.1 The Partners Table, the Governance Committee and the Financial Committee will each determine their own rules of practice and procedure in accordance with this Agreement and the Purpose, Vision and Objectives of the NWT PFP and in accordance with the principle of Indigenous leadership and self-determination.
- 7.2 The Partners Table, the Governance Committee and the Financial Committee will make decisions by consensus in accordance with this Agreement and the rules of practice and

procedures adopted under 7.1. Consensus does not require unanimity of all Partners or Directors, but requires good faith efforts by all participants in a decision to achieve agreement. If consensus is not achieved, the dispute resolution processes set out in Part 7 will apply.

- 7.3 In carrying out their responsibilities under this Agreement, the Partners Table,
  Governance Committee and Financial Committee will make decisions in a manner that is
  respectful of the rights, interests, authorities and jurisdictions of each Partner, and
  those of other Indigenous peoples.
- 7.4 Subject to 7.5, where a Partner indicates that a decision of the Partners Table mandating a specific action by a Partner requires further authorization or ratification by that Partner, such a decision will be designated as an interim decision, and may not be implemented unless it has been authorized or ratified by that Partner.
- 7.5 The contractual terms of the Agreement are binding on all Partners, and any concern arising to the performance or non-performance of a contractual obligation under the Agreement by any Partner may be the subject of a dispute under 7.24.

#### **Dispute Resolution**

- 7.6 Any Dispute may at any time be resolved by good faith dialogue and direct negotiation towards mutual agreement between the Partners who are parties to the Dispute ('the Disputants'). Such agreement will be recorded in writing and signed by each Disputant. A signed agreement between all Disputants will terminate any dispute resolution process that is underway.
- 7.7 Disputants will engage in dispute resolution in ways informed by any relevant and accessible dispute resolution principles and practices of Indigenous parties to this Agreement. Disputants must consider the use of Indigenous Partners' dispute resolution traditions where appropriate for the resolution of disputes.
- 7.8 The Partners Table may adopt Indigenous dispute resolution practices or processes into policy as mechanisms that Disputants may use to resolve Disputes.
- 7.9 Disagreements concerning any proposed amendments to this Agreement are not Disputes, and are not subject to the Dispute Resolution provisions of this Agreement.
- 7.10 A Partner who intends to initiate the dispute resolution provisions of this Agreement may, within twenty (20) days of receiving notice of a decision giving rise to a Dispute, give written notice to all Partners, describing the details of the Dispute and any requested or proposed remedy or resolution.

- 7.11 Within thirty (30) days of notice under 7.10, any Partner that considers itself in good faith to be a party to the Dispute may identify itself as a Disputant.
- 7.12 A dispute about whether a Partner is sufficiently affected by the Dispute to identify as a Disputant may be directly arbitrated under 7.24. Any disputes about which Partners are Disputants will be resolved as preliminary matters before dispute resolution proceeds.
- 7.13 All Disputants must meet informally to attempt in good faith to seek a resolution to the Dispute before taking any formal steps under 7.18-7.37 of the Agreement. Disputants must consider Indigenous dispute resolution principles and values as may be appropriate to attempt to resolve the Dispute.
- 7.14 If the Dispute has not been resolved thirty (30) days from the date of the first meeting between the Disputants under 7.13, or from such other time as the Disputants may determine, any Disputant may refer the matter for further dispute resolution.

#### **Disputes Concerning the Agreement**

- 7.15 Where a Dispute concerns the wording, scope, or interpretation of the Agreement, the Dispute will be resolved by mediation and if necessary, by arbitration.
- 7.16 Any Disputant may request a technical assessment of whether the matters in Dispute are amenable to the process in 7.24-7.30. The Disputants may agree upon how the technical assessment is to be carried out. If the Disputants are unable to reach agreement, the process for the technical assessment may be determined:
  - a. by the Chair; or
  - b. by the arbitrator under 7.27.
- 7.17 In the case of any other Dispute for which consensus has not been achieved, the consensus-building process in 7.31-7.37 applies.

#### Mediation

- 7.18 In the event that a Dispute concerning the wording, scope, or interpretation of the Agreement has not been informally resolved under 7.13, any Disputant may request mediation.
- 7.19 The Disputants may agree on the appointment of a mediator. If the Disputants are unable to agree on a mediator, a mediator may be appointed:

- a. by the Chair; or
- b. if the Chair declares a conflict, by another Director who is not in conflict.
- 7.20 At any time during mediation, any Disputant may:
  - a. propose a dispute resolution practice or process rooted in Indigenous dispute resolution mechanisms; and
  - b. request the assistance of an agreed-upon neutral third-party to advise Disputants about culturally-based dispute resolution practices and facilitate engagement with these practices.
- 7.21 Disputants must consider any proposal during mediation in good faith and will not reject a proposal without reasonable grounds. If Disputants reject a proposal, they must provide reasons that explain why they have rejected the proposal, and set out their preferred alternative.
- 7.22 If the Dispute has not been resolved thirty (30) days from the date of the first meeting between the Disputants and the mediator appointed under 7.19, or from such other time as the Disputants may determine, any Disputant may refer the matter for arbitration under 7.24.
- 7.23 Each Disputant will bear its own costs and pay equally all other costs of the mediation.

#### Arbitration

- 7.24 The Disputants may agree on the appointment of an arbitrator. If the Disputants are unable to agree to an arbitrator within fifteen (15) days of the termination of mediation under 7.22, the arbitrator will be appointed by the Alternative Dispute Resolution Institute of Canada or a similar body agreed upon by the Disputants.
- 7.25 Unless otherwise agreed by the Disputants, the arbitration will be conducted in accordance with the *Arbitration Act* (NWT).
- 7.26 The place of arbitration will be the Northwest Territories.
- 7.27 The arbitrator, as a preliminary matter, may determine whether the Dispute concerns the wording, scope, or interpretation of the Agreement, and may only make decisions or rulings on the interpretation of a provision of this Agreement or the obligations of Partners or Directors under this Agreement. No arbitrator may consider or rule on the validity of the Agreement or alter, amend, delete, add to, or substitute any provision of the Agreement in any manner.

- 7.28 The arbitrator will have no authority to make any decision or order which has the effect of limiting the lawful or existing jurisdiction, authority, rights or obligations of any Partner.
- 7.29 A decision or order of an arbitrator will be final and binding on the Disputants and will be provided to all Partners and Directors.
- 7.30 Unless the arbitrator decides otherwise, each Disputant will bear its own costs and pay equally all other costs of the arbitration. For clarity, the arbitrator will have the discretion to allocate all or any of the foregoing costs in a different manner if it would be fair and equitable in the circumstances to do so.

#### **Consensus-Building**

- 7.31 If a Dispute arises at the Governance Committee or the Financial Committee where the Directors cannot reach consensus, the matter may be referred to the Partners Table by any Director appointed to that Committee for resolution.
- 7.32 The Partners Table will act in good faith and in accordance with the purposes and objectives of the Agreement in resolving any Dispute referred to the Partners Table under 7.31.
- 7.33 The Partners Table may request the assistance of an agreed upon neutral third- party and the attendance of the Directors and the senior representatives or elected officials among the Partners to seek consensus on any Dispute referred to the Partners Table under 7.31.
- 7.34 Subject to 7.35, in the event that there remains a clear and final disagreement among the Directors appointed to a Committee, and where the Partners Table has not been able to reach a consensus on the matter in Dispute, any directly related decisions or actions arising from the matter in Dispute will be held in abeyance and set aside from the normal business of that Committee until such time as that Committee receives further instructions from the Partners Table on how to resolve the matter.
- 7.35 Any instructions of the Partners Table related to the resolution of a Dispute will be binding on all Directors.
- 7.36 Any matters in Dispute between the Directors or the Partners Table will not affect the obligations of the Directors and the Partners to continue to act in good faith and to strive to achieve consensus decisions in accordance with the Agreement.
- 7.37 The Partners Table may determine, in accordance with a method that is consistent with 7.7, that a Dispute has been resolved if good faith attempts to achieve consensus have been exhausted.

#### 8. FLOW OF FUNDS AND CRITERIA AND MILESTONES

#### Flow of Funds

- 8.1 In accordance with the Strategic Plan, the Financial Plan, applicable Criteria, Milestones, Release Considerations, Disbursement Conditions, and available funds, the Partners intend that the Vision and Objectives of the NWT PFP will primarily be accomplished in the following manner:
  - a. the Financial Committee will regularly release funds from the Contribution Account to the Disbursement Account after taking into account the Release Considerations in 8.2; and
  - subject to the Disbursement Conditions, the Governance Committee will regularly disburse funds from the Disbursement Account to the Indigenous Partners to carry out the Core Activities in accordance with the Criteria and Milestones discussed in Section 8.
- 8.2 Prior to the release of funds from the Contribution Account, the Financial Committee will review and take into account the following Release Considerations:
  - a. the annual operating plan and budget have been approved by the Partners Table;
  - b. adequate funds for the transfer are available in the Contribution Accounts;
  - c. Canada meets its contribution obligations in accordance with the Agreement and Financial Plan:
  - d. Donors meet their contribution obligations in accordance with the Agreement and Financial Plan;
  - e. Our Land for the Future Trust Management Policies remain aligned and supportive of the Purpose and Objectives of the NWT PFP;
  - f. annual programmatic and financial progress reporting under Section 10 demonstrates progress towards attaining Milestones;
  - g. any relevant grant conditions from any Donor Grant Agreements or Federal Grant Agreements have been satisfied;
  - h. any required mid-term or five-year evaluations have been approved by the Partners Table under 12.1; and
  - options and strategies for additional contributions, revenue mechanisms and funding sources to support the sustainability of the Core Activities set out in the Strategic Plan over the long-term are being sought or have been secured pursuant to 9.2.

8.3 The Financial Committee may provide recommendations to the Partners Table concerning any issues that should be taken into account in respect of any of the Release Considerations.

#### Criteria

- 8.4 Funds contributed to the Our Land for the Future Trust will be:
  - a. subject to Criteria for disbursement set out in the Strategic Plan and Financial Plan;
  - b. subject to Criteria for disbursement otherwise established by the Partners Table or the Governance Committee; and
  - c. consistent with any Donor Grant Agreements and Federal Grant Agreements.
- 8.5 Criteria will reflect the Purpose, Vision and Objectives of the NWT PFP, and support the long-term sustainability of Core Activities that are reflective of Indigenous values and benefits to Indigenous communities, other residents of the Northwest Territories, and other Canadians.
- 8.6 Criteria for disbursement decisions will be made in a manner that is respectful of the rights, interests, authorities and jurisdictions of each Partner, and those of other Indigenous peoples.
- 8.7 Determinations as to whether Criteria established under 8.4 and any Disbursement Conditions for the Disbursement Account have been met will be made by the Governance Committee prior to the disbursement of funds from the Disbursement Account to an Indigenous Partner.

#### Milestones

- 8.8 Disbursements from the Our Land for the Future Trust to an Indigenous Partner will be subject to any Milestones set out in the Strategic Plan and Financial Plan, or otherwise established by the Partners Table, or the Governance Committee.
- 8.9 Subject to 8.10, if a Milestone is identified for the disbursement of funds from the Our Land for the Future Trust, any disbursements that are conditional on the Milestone may only be disbursed from the Our Land for the Future Trust once the Milestone has been met.
- 8.10 The Partners Table may review and amend any Milestones in the Strategic Plan and Financial Plan.

- 8.11 The Partners Table or the Governance Committee, as applicable, may amend any Milestones set out in any policy that it established.
- 8.12 Determinations as to whether Milestones established under 8.8 and any Disbursement Conditions for the Disbursement Account have been met will be made by the Governance Committee prior to the disbursement of funds from the Disbursement Account to an Indigenous Partner.

#### 9. LONG-TERM SUSTAINABILITY

- 9.1 The Partners will collaborate on an ongoing basis with the objective of achieving the long-term sustainability of the Core Activities set out in the Strategic Plan. The Partners Table may provide policy directions to the Governance Committee and the Financial Committee regarding long-term sustainability measures.
- 9.2 As part of the periodic review under 12.1, the Our Land for the Future Trust will convene the Partners to explore options and develop strategies for additional contributions, revenue mechanisms and funding sources to support the sustainable financing of the Our Land for the Future Trust. Partners may provide assistance, within their respective jurisdictions and authorities, for such strategies. For greater certainty, any additional revenue or funding under Part 9 is distinct from the funding mechanisms outlined under Part 5, and in addition to the Contribution Commitment.
- 9.3 For Canada, supporting strategies outlined in 9.2 may include activities such as:
  - a. convening and facilitating discussions within the federal government with respect to additional revenue mechanisms and sources; and
  - b. with donors and Partners, identifying sustainable financing mechanisms, and as feasible and appropriate, identifying federal programs and policies that deal with those mechanisms.
- 9.4 The review and discussions under 9.2 will focus on securing new sources of funds and enhancing sustainable financing mechanisms for the Our Land for the Future Trust, necessary to sustain the recurring annual costs of the Core Activities set out in the Strategic Plan.
- 9.5 In accordance with 6.47 and 6.48, the Financial Committee and Governance Committee will engage Donors in resource mobilization strategies and collaborative sustainability measures that aim to support the long-term success of the NWT PFP.
- 9.6 In partnership with Canada, other Partners, and Directors, throughout the 10-year period following the Effective Date, Donors will work to mobilize resources from in-

country and international sources to sustain PFP-supported Core Activities and outcomes over the long term, including activities such as:

- a. building partnerships with the philanthropic sector to help raise additional funds for the Our Land for the Future Trust;
- identifying culturally appropriate and sustainable financing mechanisms, and as feasible and appropriate, support the design of applicable mechanisms that provide ongoing funding for PFP-supported activities and outcomes;
- c. partnering with Indigenous-led groups within Canada and globally to strengthen support for advancing Indigenous-led conservation, stewardship, and community economic development initiatives, including IPCAs and Guardian programs.
- 9.7 Subject to parliamentary appropriations and at their discretion, Canada may at any time provide additional contributions to the Our Land for the Future Trust, but is not committed to such additional contributions, and makes no guarantee that such contributions would be made.
- 9.8 Nothing in this Agreement prevents any of the Partners, in their sole discretion, from making additional contributions to the Our Land for the Future Trust at any time.
- 9.9 The Partners acknowledge that future opportunities may arise to further support this initiative. Where agreed, and within their respective jurisdictions and authorities, the Partners will collaboratively explore new opportunities for future financial capacity and mechanisms to further support Core Activities.

#### 10. ANNUAL REPORTING

- 10.1 The Governance Committee will report to the Partners Table at least annually concerning:
  - a. expenditures made from the approved Disbursement Budget and the allocations made to each Indigenous Partner;
  - b. progress towards the Purpose, Vision and Objectives of the NWT PFP, based on key performance indicators set out in the Strategic Plan and any additional indicators established by the Governance Committee;
  - c. issues or challenges arising in relation to any Core Activity undertaken by any Partner: and
  - d. any issues or challenges arising from the implementation of the Agreement.
- 10.2 The Fund Managers will report to the Partners Table on an annual basis concerning:
  - a. the income and expenses of the Our Land for the Future Trust; and

- b. the year-over-year performance of investments held by the Our Land for the Future Trust.
- 10.3 The auditor appointed by the Partners Table will provide audited financial statements for the NWT PFP to the Partners Table on an annual basis.
- 10.4 Each Partner will determine how the reporting under 10.1, 10.2, and 10.3 is internally distributed by that Partner.
- 10.5 The Partners Table will approve a public-facing annual report, which will summarize:
  - a. the financial performance of investments held by the Our Land for the Future Trust;
  - b. the income and expenditures from the Our Land for the Future Trust; and
  - c. Core Activities supported and any outcomes achieved by Indigenous Partners.

#### 11. AMENDMENTS

- 11.1 As part of the periodic review under 12.1, the Governance Committee and the Financial Committee will each review this Agreement, including the Strategic Plan and the Financial Plan, and provide a report and recommendations to the Partners Table about how the Purpose, Vision and Objectives of this Agreement are being achieved.
- 11.2 Recommendations made under 11.1 may include proposals for amendments to the Agreement, the Strategic Plan, and the Financial Plan.
- 11.3 Within ninety (90) days of receiving the report and recommendations under 11.1, the Partners Table will convene a meeting to consider the report and recommendations, and may agree to amend the Agreement, the Strategic Plan, or the Financial Plan.
- 11.4 Subject to 11.5, any amendment to the Agreement, the Strategic Plan or the Financial Plan requires the written agreement of all Partners.
- 11.5 Administrative or typographic amendments to this Agreement, Strategic Plan or the Financial Plan may be made by the Directors. The Directors will provide written notice to all Partners of any such administrative or typographic amendments.
- 11.6 An amendment to this Agreement under 11.4 comes into force as of the date the amended agreement is signed by all Partners.
- 11.7 Notwithstanding 11.1, any Partner may propose an amendment to this Agreement, the Strategic Plan, or the Financial Plan by providing reasons for the amendment and recommended changes to the Partners Table for consideration in accordance with 11.3.

11.8 If the Agreement is amended such that consequential amendments to implementing legislation may be required, the minister responsible for the implementing legislation on the recommendation of the Partners Table may recommend to the Legislative Assembly of the Northwest Territories that such amendments be considered.

#### 12. PERIODIC REVIEW and EVALUATION

- 12.1 The Governance Committee will conduct a periodic review and evaluation of the NWT PFP for consideration by the Partners Table within five (5) years of the Effective Date and at least every five (5) years thereafter. The periodic review and evaluation will be based on key performance indicators set out in the Strategic Plan and the evaluation framework developed in 6.24(h).
- 12.2 All key performance indicators developed for the NWT PFP will incorporate Indigenous evaluation metrics and methodologies.

#### 13. WINDUP AND DISSOLUTION OF THE NWT PFP

- 13.1 If any of the following events occurs:
  - a. all Contribution Accounts held by the Our Land for the Future Trust are reduced to a nil balance, and there is no reasonable prospect of other contributions to the Our Land for the Future Trust; or
  - b. this Agreement is terminated in accordance with its terms or by agreement of the Partners Table;

The Directors will initiate the windup of the Our Land for the Future Trust under 13.2.

- 13.2 On windup of the Our Land for the Future Trust, the Directors will:
  - a. distribute the remaining assets of the Our Land for the Future Trust, if any, in descending priority to:
    - i. satisfy any outstanding liabilities of the Our Land for the Future Trust;
    - ii. meet any obligations under a Federal Grant Agreement or Donor Grant Agreement;
    - iii. Indigenous Partners; in equitable shares and proportions as determined by the Directors, to be used to sustain existing Core Activities;
  - b. close all Contribution Accounts, the Disbursement Account and any other accounts held by the Our Land for the Future Trust;

- c. publish notice of the dissolution and windup of the Our Land for the Future Trust; and
- d. take any other necessary steps as may be required by law.
- 13.3 On the completion of the actions in 13.2, the Our Land for the Future Trust will be dissolved, and the term of all Directors will end.

#### 14. GENERAL PROVISIONS

- 14.1 Any party who signs this Agreement has agreed to participate in the NWT PFP as a Partner.
- 14.2 This Agreement will be interpreted and applied in a manner that upholds the Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act*, 1982, and not as abrogating or derogating from them.
- 14.3 This Agreement is not a treaty within the definition of section 35 of the *Constitution Act*, 1982.
- 14.4 Nothing in this Agreement will affect any of the existing or future decision-making processes and negotiations with regards to rights over land, water and resource management within the Northwest Territories, including, without limiting the generality of the foregoing,
  - a. Co-management boards and other decision-making processes created pursuant to land, resource and self-government agreements, treaties, other agreements or legislation;
  - b. Land use planning processes; and
  - c. Negotiations towards modern treaties.
- 14.5 Nothing in this Agreement will affect the rights, responsibilities, authorities, jurisdictions or decision-making powers of any of the Partners.
- 14.6 Nothing in this Agreement will affect existing fiscal relationships between Canada and any Indigenous Partner, unless otherwise agreed by the affected parties.
- 14.7 All funds are expressed in Canadian dollars, unless otherwise specified.
- 14.8 Funding provided under the NWT PFP towards an area-based conservation Core Activity does not constitute the legal designation of that area.
- 14.9 The content of the Strategic Plan and Financial Plan do not affect any of the existing or future decision-making processes for land, water, and resource management within the Northwest Territories, nor does it affect the rights, responsibilities, authorities,

- jurisdictions or decision-making powers of any of the Partners.
- 14.10 This Agreement will be interpreted and applied in a manner that is consistent with the terms of the land, resource and self-government agreements of relevant Partners.
- 14.11 For greater certainty, this Agreement is a contract that creates legally enforceable relations between the Partners. It does not create a partnership in law.
- 14.12 The Preamble is intended to assist in the construction and interpretation of this Agreement.
- 14.13 Captions and headings used in this Agreement are intended solely for the convenience of the reader and will not affect the scope, intent or interpretation of this Agreement.
- 14.14 References to a statute or regulation will be a reference to such statute or regulation, as amended or re-enacted from time to time and every statute or regulation that may be substituted therefor, and to all subsidiary instruments made pursuant to such statute or regulation.
- 14.15 The reference numbers herein refer to those clauses and sections of this Agreement.
- 14.16 Schedules are incorporated into and form part of this Agreement.

#### 14.17 In this Agreement:

- capitalized words and phrases have the meanings defined in 1.1, and where a
  word is defined, other parts of speech and grammatical forms of the same word
  have corresponding meanings;
- b. the use of the word "will" denotes an obligation that must be carried out by one or more of the Partners and, if no time frame is set out, the obligation will be carried out as soon as is reasonably practicable after the event which gives rise to the obligation;
- c. 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;
- d. the use of the word "or" means one, some, or all of the possibilities set out in a provision;
- e. words importing the singular include the plural and words importing the plural include the singular, and all references to gender include female, male or other as the context requires; and
- f. dates and days are expressed as calendar days, unless otherwise set out in a specific provision.

- 14.18 The failure of any Partner to enforce any provision in this Agreement will not constitute a waiver of such provision or affect the right of that or another Partner to enforce such provision at a later date. If any Partner waives any provision in this Agreement, such waiver will not be construed to be a further or continuing waiver of the provision. No waiver will be deemed to have been given unless it has been given and acknowledged in writing by the Partners.
- 14.19 In the event that any of the Partners are delayed or hindered in or prevented from the performance of its obligations under this Agreement by reason of an event beyond its reasonable control, including strikes, inability to procure materials or services, civil commotion, public health crisis, sabotage or an act of God, the obligations that are not fulfilled as a direct result of such delay or hindrance does not constitute a default under this Agreement during the period of such delay or hindrance.
- 14.20 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect. If a provision of this Agreement is severed, the Partners will make best efforts to negotiate a replacement for the severed provision that is consistent with the spirit and intent of this Agreement.
- 14.21 All notices or other communications required or permitted to be given in this Agreement will be given in writing and delivered by mail, fax or courier or electronic mail to the persons and addresses specified by each of the Partners. Any notice or communication sent electronically will be deemed to have been received by the addressee on the day that it was delivered, or on the next business day if not delivered on a business day. If the notice or communication is sent by mail or courier, it will be deemed to have been received by the addressee on the seventh business day after it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it will be deemed to have been given on the first business day on which it has been received.
- 14.22 Time is of the essence in this Agreement.
- 14.23 The provisions of this Agreement come into effect as of the Signature Date, unless specified to only come into effect as of the Effective Date.
- 14.24 This Agreement may be signed in counterparts. Each counterpart signed in person or signed separately and transmitted by courier or email constitutes an original document. The counterparts, taken together, constitute one and the same Agreement.

#### 15. PRE-EFFECTIVE DATE ACTIVITIES

- 15.1 The Effective Date occurs after the Signature Date on the day following the completion of the following activities:
  - a. appointment of representatives to the Partners Table under 6.4;
  - b. establishment of the Our Land for the Future Trust and appointment of Directors;
  - c. retainer of Fund Managers under 6.29;
  - d. the Contribution Accounts and Distribution Accounts are established by the Fund Managers;
  - e. execution of Federal Grant Agreement and Donor Grant Agreements;
  - f. disbursement of all or some of the Contribution Commitments by Canada and the Donor Partners, subsequent to Parliamentary appropriations and approvals by the Donor Partners; and
  - g. initial budgets, operating plans and financial disbursement policies are recommended by the Directors and approved by the Partners Table.

- signature pages follow -

## **ACHO DENE KOE FIRST NATION** Chief Eugene Hope Date **DEHCHO FIRST NATIONS** Grand Chief Herb Norwegian Date **DÉLINE GOVERNMENT** ?ek'wahtįdá Danny Gaudet Date

## **DENINU K'UE FIRST NATION**

Chief Louie Balsillie	Date
FORT GOOD HOPE DENE BAND ON BEHALF OF THE YAMOGA LAND CORPORATION AND FORT GOOD HOPE LOCAL 54 LAND CORPORATION	
Chief Collin Pierrot	Date
FORT NORMAN MÉTIS COMMUNITY ON BEHALF OF THE TULITA DENE BAND AND TULITA LAND CORPORATION	
President Lindsay Norwegian	Date

# FORT RESOLUTION MÉTIS COUNCIL President Arthur Beck GWICH'IN TRIBAL COUNCIL Grand Chief Frederick Blake Jr. Date

Date

**K'ATŁ'ODEECHE FIRST NATION** 

Chief April Martel

## **K'A'A'GEE TU FIRST NATION**

Chief Lloyd Chicot	Date
ŁUTSËL K'É DENE FIRST NATION	
Chief James Marlowe	Date
NAH?Ą DEHÉ DENE BAND	
Soham Srimani, Band Manager	Date

# NORTHWEST TERRITORY MÉTIS NATION

President Garry Bailey	Date
NORTH SLAVE MÉTIS ALLIANCE	
President Marc Whitford	Date
PEHDZEH KI FIRST NATION	
Chief Jamie Moses	Data
Chief Jamie Moses	Date

#### **SAMBAA K'E FIRST NATION**

Ruby Jumbo, Band Manager	Date
SMITH'S LANDING FIRST NATION	
Chief Thaidene Paulette	Date
TŁĮCHQ GOVERNMENT	
Grand Chief Jackson Lafferty	Date

# TTHETS'ÉHK'EDÉLĮ FIRST NATION Chief Melaine Norwegian Date YELLOWKNIVES DENE FIRST NATION, DETTAH Chief Ernest Betsina Date YELLOWKNIVES DENE FIRST NATION, NDILO

Date

Chief Fred Sangris

#### **WEST POINT FIRST NATION**

Chief Kenneth Cayen	Date
GOVERNMENT OF CANADA ("Canada")	
Hon. Stephen Guilbeault	Date
Minister of the Environment	
THE GOVERNMENT OF THE NORTHWEST TERRITORIES	
THE GOVERNIVIENT OF THE NORTHWEST TERRITORIES	
Jay MacDonald	Date

#### **METCALF FOUNDATION**

	Date
THE PEW CHARITABLE TRUSTS	
Susan K. Urahn, President and Chief Executive Officer	Date
WALTONS TRUST	
	Date

#### ANNEX: INTERPRETATIVE NOTES

To further clarify their mutual intentions, the Partners have adopted the following interpretations of the following sections of the Agreement:

#### Section 3.1:

The Vision of the NWT PFP as set out in Section 3.1 is to support Indigenous-led stewardship of lands and waters in the Northwest Territories, including those areas identified in the NWT conservation work plan Healthy Land, Healthy People. The GNWT will approach conservation on public lands in accordance with the priority outcomes set out in Healthy Land, Healthy People as updated from time to time.

#### Section 6.4

Section 6.4 acknowledges the right to self-determination of Indigenous Partners and their different governance structures. This section is intended to provide the self-determining flexibility needed for equitable representation at the Partners Table of all Indigenous Partners, whether represented by regional or community-level Indigenous Governments or organizations, so that no Indigenous Partner is disadvantaged in participating in consensus decision-making.

#### NORTHWEST TERRITORIES: OUR LAND FOR THE FUTURE

#### **SCHEDULE A**

#### **FINANCIAL PLAN**

#### Purpose

A key complement to the NWT PFP Agreement is a Financial Plan, which details financial contributions from both Canada and private donors, the funding mechanisms and structures that will support PFP core activities, and the purposes for which funds will be disbursed.

The Financial Plan does not determine how funds are shared between Indigenous Partners or confirm individual allocations for any specific Indigenous Partners. Rather, it outlines the proposed approach to allocation and the financial modelling work that informs those decisions.

Supporting the long-term sustainability of Core Activities within the NWT PFP Agreement is a shared priority for all Partners. While conservation permanence for a sub-set of activities can be supported with initial contributions, the Partners recognize that further work will be required over the life of the Agreement to support the long-term sustainability of the NWT PFP as a whole.

As such, the NWT PFP takes a blended approach to balancing near-term outcomes and conservation permanence. Together with a spend down fund that will catalyze initial activities, an endowment fund for long-term sustainability will be created and maintained at the outset of this work.

Resources from the endowment fund will then be used to provide a base level of support for priority activities over the long-term, including the operation of new protected and conserved areas established within the initial 10-year period. The funding generated by the endowment fund will be supplemented by other funding sources that are additional to the initial PFP investment. This may include additional federal sources reflecting a whole-of-government approach, future potential investments by private donors, and new revenue sources identified jointly by the partners over the course of the next ten years. All of these options will be explored by the Partners during the initial 10-year period.

This blended approach is further outlined in the sections below.

# Outcomes & Impacts

The Financial Plan demonstrates the commitment of the Partners to work together to undertake large-scale, permanent Indigenous-led conservation and stewardship, supported by a durable approach to financing, financial management and governance to achieve long-term sustainability.

The contribution commitments of \$375 million into the NWT PFP Fund will be allocated as follows:

- \$285 million to support NWT Indigenous communities to undertake conservation and stewardship activities over the initial 10-year period.
- \$90 million to sustain ongoing activities and operations beyond that period.

The areas identified by Indigenous Partners to date will support the conservation and stewardship of up to 379,390 km<sup>2</sup> (37.9 million hectares) including incentivizing up to 232,774 km<sup>2</sup> (23.3 million hectares)

of new protected and conserved areas that would be tracked and submitted for CPCAD inclusion. <sup>1</sup> The Indigenous Partners plan to contribute over 2% of Canada towards Canada's commitment to conserve 30% of its lands and waters by 2030.

Based on the contribution commitments of \$375 million by Canada and private donors, initial expected results include up to 77,000 km2 with a strong likelihood of being added to CPCAD by 2028, equivalent to 6% of the NWT; and initiating work towards advancing up to an additional 50,000 km2 to CPCAD by 2035. Together, these areas are equal to 1.25% of Canada.

Detailed estimates of the potential conservation impact of the NWT PFP are included in **Table 1**, and the initially identified conservation and stewardship activities are listed in **Table 4**.

#### **Contribution Commitments**

The Contribution Commitments under 5.4(a) and 5.4(d) of the Agreement are detailed within this Financial Plan.

- Up to \$300 million from the Government of Canada through the Project Finance for Permanence funds allocated by the Minister of Environment and Climate Change Canada.
- Up to \$75 million from philanthropic donors, based on a 1:4 match commitment of private to public funds.

The total amount of the Contribution Commitments (up to \$375 million) will be received over the initial 10-year period of the NWT PFP.

**Table 2** captures the forecasted annual and periodic public and private contributions to the NWT PFP Fund related to the Contribution Commitments. The contribution schedules will be confirmed prior to the Effective Date of the Agreement.

## Subsequent Contributions

Private donors participating in the NWT PFP have pledged to contribute one dollar for every four dollars contributed by Canada up to \$100 million. Based on Canada's contribution commitment to the NWT PFP, only \$75 million of the donor pledge has been leveraged to date.

Donors have confirmed their willingness to contribute up to an additional \$25 million if subsequent contributions are made by Canada prior to the end of 2030. This could include funds identified as part of the whole-of-government approaches referenced by Canada when announcing the \$800 million for PFPs, or site-specific investments for Core Activities identified in the Strategic Plan.

# Contribution Account Structures and Purposes

To meet the Purpose, Vision and Objectives of the NWT PFP, the NWT PFP Fund will establish and manage two Contribution Accounts with distinct purposes, as described below.

<sup>&</sup>lt;sup>1</sup> The 232,774 km² (23.3 million hectares) of new protected areas are included in the total 379,390 km² (37.9 million hectare) figure.

#### Conservation and Stewardship Fund

\$285 million of the Contribution Commitments will be directed to a spend down fund (the "Conservation Fund"). The Conservation Fund will be the source of all disbursements to Indigenous Partners during the initial 10-year period. These initial disbursements are intended to maximize the advancement of Indigenous-led conservation and stewardship initiatives that support the management of lands and waters of the NWT within the initial period.

In the first year of operations, the annual budget for NWT PFP governance and operations will be funded from the Conservation Fund. This will allow the endowment fund (as described below) to grow and generate income sufficient to support the NWT PFP Fund's operations.

#### Endowment Fund for Conservation & Governance Sustainability

\$90 million of the Contribution Commitments received in the first year of the NWT PFP Fund will be contributed to an endowment fund intended to provide ongoing support for the NWT PFP (the "Endowment Fund").

Disbursements from the Endowment Fund will provide support for two primary purposes:

- After the first year, the Endowment Fund will cover the operational costs of the NWT PFP Fund, including the Partners Table, Directors, Secretariat and Fund Manager(s).
- Following the initial 10-year period, the Endowment Fund will have accumulated income to support the ongoing Indigenous-led management and stewardship of established protected and conserved areas over the long-term.

#### Management of Contribution Accounts and Disbursements from the NWT PFP Fund

The flow of funds from Contribution Accounts to Disbursement Accounts within the NWT PFP Fund, as well as the disbursement of funds from Disbursement Accounts to Indigenous Partners is detailed in Section 8 of the Agreement and visualized in **Diagram 1**.

The annual allocation available in a given year to support Core Activities will be transferred from the Contribution Accounts into a Disbursement Account by the Financial Committee under 6.26(c) of the Agreement, taking into account the Release Considerations in 8.2 of the Agreement.

Management of the NWT PFP funds are further guided by the Fund Management Policies developed by the Financial Committee and approved by the Partners Table as described in 6.2(e) of the Agreement. Annual operating plans and annual Disbursement Budgets for the NWT PFP Fund are recommended by the Governance Committee under 6.24(a) and 6.24(e) for approval by the Partners Table under 6.2(d) of the Agreement.

#### Income From Investments

Fund Manager(s) will be responsible for maintaining all the NWT PFP Fund's banking and investment accounts, and ensuring the NWT PFP Fund has the necessary liquidity to complete all annual disbursements as directed by the Financial Committee.

Funds held in Contribution Accounts that are not allocated for disbursement in a given year will be retained, managed and invested by the Fund Manager(s). This will generate investment income that will be reinvested back into the associated Contribution Accounts to grow the NWT PFP Fund.

All investments held by the NWT PFP Fund will be made in accordance with an approved Statement of Investment Policy and other requirements set out in the Fund Management Policies. For the purposes of this Financial Plan, annual income from investment of the funds held in the Contribution Accounts, net of all applicable fees and charges, is forecasted to be equal to 4.5% of the projected funds under management at the beginning of that year. Actual returns will depend on the funds available for investment in any given year, negotiated rates and fees for the services of the Fund Manager(s), allowed investments by Government of Canada and the performance of the investment portfolios.

## Allocation Principles and Purposes

Disbursements from the NWT PFP fund will be allocated in accordance with the principles developed by the Indigenous Partners:

- 1. Funding for new and existing area-based conservation and Guardians programs is the primary priority of Indigenous Partners.
- 2. All Indigenous Partners should receive some level of funding support on an as-ready basis, with equitable opportunities tied to pursuing proposed Core Activities.
- 3. Indigenous Partners may make decisions regarding the use of funds received for area-based conservation for any Core Activity in implementing their priorities (e.g., governance, Guardians, on the land activities, monitoring, economic development, and capacity), subject to the achievement of Criteria and Milestones (see **Table 5**).
- 4. Collaboration between Partners to achieve economies of scale will be encouraged.
- 5. Funding for existing protected areas will be adjusted to reflect existing funding arrangements where they exist.
- 6. If area-based conservation objectives are achieved and adequate funds have been set aside for sustainable programming for area-based conservation, the Governance Committee can make additional funding available to Indigenous Partners on an equitable basis based on application proposals, in alignment with the Financial Plan and Strategic Plan.
- Sustainable funding for ongoing management of protected and conserved areas is essential to
  ensuring that Indigenous Partners do not take on undue risks of unsustainable funding and
  uncertain future funding.

Given the above principles, the Financial Plan will prioritize disbursements for the following purposes:

- Indigenous-led initiatives to conserve and steward the lands and waters in the NWT.
- Support for other Core Activities identified by Indigenous Partners.
- Minimum annual allocations for Indigenous Partners for planning and capacity.

The proportion of each year's disbursements allocated to each of the primary purposes will be further described in the annual Disbursement Budget recommended by the Governance Committee to the Partners Table under 6.24(a) of the Agreement.

#### Indigenous-led initiatives to conserve and steward the lands and waters in the NWT

The primary purpose of the Conservation Fund will be supporting Indigenous-led initiatives to conserve and steward the lands and waters in the Northwest Territories.

Dedicating sufficient funding to the identification and establishment of protected and conserved areas, including community land use planning, will be necessary for the NWT PFP to result in a meaningful contribution to Canada's conservation commitments. This includes ongoing support for management of new and existing protected and conserved areas.

Area-based conservation efforts not only provide meaningful benefits to the land of the NWT, but also to people. Expenditure needs-based cost estimates for area-based conservation and stewardship efforts include support for Guardians programs, community-based research and monitoring programs, the delivery of on-the-land programming, and other Core Activities, enabling Indigenous Partners to advance efforts in a manner that maximizes co-benefits aligned with community priorities, interests, and needs.

#### **Support for other Core Activities identified by Indigenous Partners**

The second focus of the Conservation fund is to provide support for other Core Activities that are not specifically linked to a protected or conserved area. Every Indigenous Partner identified Core Activities which are not directly associated with area-based conservation, whose benefits are not measured in hectares, but in increased food security, cultural revitalization, knowledge transfer, community wellness, and economic development for Indigenous Partners. It is within the Governance Committee's discretion to design a decision-making process and policies related to the allocation of funds to Indigenous Partners for advancing Core Activities not specific to a protected or conserved area.

#### Minimum annual allocations for Indigenous Partners for planning and capacity

The Governance Committee will also allocate annual funding to ensure that there is a minimum level of planning and capacity support for Indigenous Partners, provided that these allocations advance the Purpose, Vision and Objectives of the NWT PFP. This is necessary to provide equitable access to the NWT PFP Fund for all Indigenous Partners. Indigenous Partners will be eligible for a minimum annual allocation only if funding otherwise received from the NWT PFP Fund in a given year is below a minimum needs level, inclusive of any other discretionary funding allocations. Predictable commitments of planning and capacity funding will enable Indigenous Partners with limited capacity to recruit and retain staff dedicated to advancing the Vision, Purpose and Objectives of the NWT PFP. The Governance Committee will work with the Partners Table to identify any Indigenous Partners where capacity needs may stand in the way of pursuing these opportunities equitably and may direct funding support toward meeting these needs.

# **Expenditure Needs-Based Approach**

This Financial Plan's cashflow forecasts, shown in **Table 3**, are calculated using an expenditure needs-based approach intended to inform and support an equitable disbursement of funds across Indigenous Partners conducting comparable activities. Needs-based cost estimates for each Core Activity capture real costs an Indigenous Partner would likely incur when conducting an instance of that Core Activity. This is similar to Canada's self-government fiscal policy expenditure need approach.

The needs-based costs estimates were developed collaboratively by all Partners and informed by actual expenditure details provided by Indigenous Partners. The expenditure need for each Core Activity was developed using the following inputs and assumptions:

- GNWT Salaries and Benefits<sup>2</sup> to establish a basis for staffing estimates.
- Northern Allowances<sup>3</sup> to help account for how community location factors into activity costs.
- Ramp Up Periods to account for the time it takes to achieve full operating capacity and the variable funding needed during the start-up period vs. full operations.
- Durations for Core Activity funding based on assumed timelines to achieve Milestones.

<sup>&</sup>lt;sup>2</sup> Salaries for key roles included in Core Activity cost estimates were determined by identifying comparable <u>GNWT Positions</u> for each role and calculating the associated median <u>GNWT Salary Range</u>.

<sup>&</sup>lt;sup>3</sup> Northern Allowances are applied to salary estimates based on the community where work would occur.

To achieve greater equity in disbursements between Indigenous Partners, cost estimates for Core Activities related to areas and Guardians programs are adjusted using **Scaling Factors** including:

- Geographical Size of the area being managed or stewarded.
- Number of Indigenous Partners collaborating in the management of the area or program.
- Legal Designation and associated land use and management practices within an area.
- Remoteness of the area to account for impacts on access and transportation needs.

**Coverage** of the estimated needs-based cost for a Core Activity may be adjusted to account for existing funding arrangements already in place to support existing areas and programs or to allow for a broader set of Core Activities to be funded through the NWT PFP.

Detail about the assumed ramp up period and funding duration for each PFP Core Activity is captured in **Table 6**. An example showing how the needs-based costing approach is applied to and adjusted for PFP Core Activities is provided in **Diagram 3**.

## Vision for Long-Term Sustainability

The Partners recognize that long-term financial sustainability is essential to achieving the NWT PFP's Vision over time. As such, Partners have worked to design an approach that honours the scale of conservation ambition expressed by Indigenous Partners while advancing conservation permanence.

Three critical elements of the NWT PFP's vision for achieving long-term sustainability include:

- Sustainable Financing Mechanisms and Investments
- PFP Governance Sustainability
- Creation of an Indigenous-led, NWT-specific Monitoring and Evaluation Framework

#### **Sustainable Financing Mechanisms and Investments**

Through creation of the Endowment Fund, the NWT PFP is expected to provide base support to Indigenous governments for the ongoing management of existing and new protected and conserved areas established by the end of the initial 10-year period as well as their associated Guardians and stewardship programs.

To supplement initial contributions to the Endowment Fund, Partners will explore potential future philanthropic contributions, opportunities to stack funds from existing or future programs, and other potential financing mechanisms, including:

- Additional federal sources using a whole-of-government approach.
- Co-designations using other territorial or federal tools.
- Possible future revenue sources generated through PFP-supported initiatives.
- Corporate contributions through carbon or biodiversity offsets or similar mechanisms.
- Other industry or academic partnerships.
- Impact investing, revolving fund, or bonds.
- New forms of philanthropic support.

#### **PFP Governance Sustainability**

Another key aspect of the Partners' vision for financial sustainability is ensuring the long-term sustainability of the governance and operations of the NWT PFP Fund, such that it maintains the capacity to successfully implement and monitor activities that contribute to the PFP's conservation and conservation-related outcomes.

The NWT PFP Fund governance bodies (the Partners Table, Directors, and Secretariat) are responsible for implementing sound financial and investment strategies, plans, policies, and procedures that maintain the overall financial health of the NWT PFP Fund over the long term. Sustaining the NWT PFP Fund's programmatic and financial operations and governance bodies will enable continued implementation of Core Activities and enable Partners to engage in resource mobilization and monitoring and evaluation efforts, which in turn help attract and secure future contributions for conservation permanence.

Revenues generated by the Endowment Fund are intended to fully cover the ongoing annual costs associated with the operations and governance of the NWT PFP Fund over the long term, including efforts by the partners to explore future potential revenue sources for Core Activities.

#### Creation of an Indigenous-led, NWT-specific Monitoring and Evaluation Framework

In addition to ensuring wise stewardship of public and private contributions, the NWT PFP Fund is also responsible for tracking PFP impacts against key performance indicators and assessing those results annually and through more robust, periodic evaluations.

A consistent approach for documenting and communicating the results of performance assessments will build the evidence base to existing donors about the multi-faceted returns on their initial investments, demonstrate how the NWT PFP is investable, and support effective communication with other potential donors in the future.

An important supporting element of this work will be creation of an Indigenous-led, NWT-specific monitoring and evaluation framework that enables PFP partners to track and communicate the many transformative benefits anticipated for the land, for people, for communities and for local economies.

Diagram 1: NWT PFP Flow of Funds

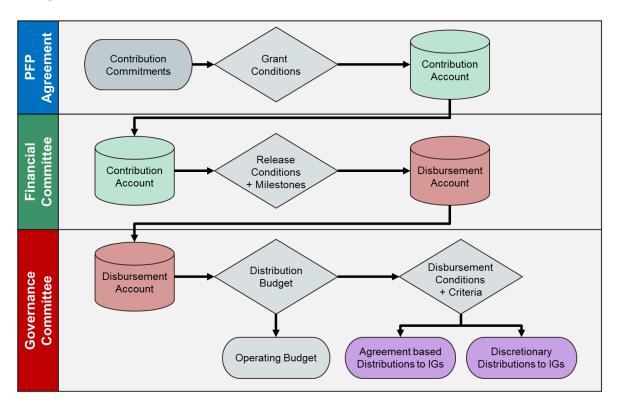
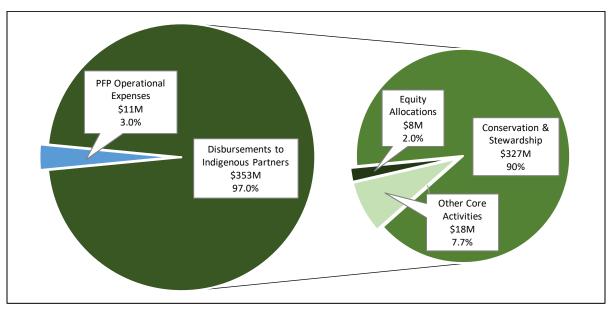


Diagram 2: Forecasted 10-year Expenditures by Cost Category



Note: Diagram 2 is specific to the expenditures from the NWT PFP Disbursement Accounts, and does not reflect any fund management fees incurred as part of the investment of funds held in the NWT PFP Contribution Accounts

Table 1: Potential Conservation Impact from the NWT PFP Fund

	Area (km²)	Area (hectares)	% of Canada	% of NWT	% of NWT (less ISR)
<b>Total Potential Conservation Impact</b>	379,390	37,939,025	3.80%	28.2%	36.7%
New Protected and Conserved Areas	232,774	23,277,400	2.33%	17.3%	22.5%
Sustained & Enhanced Management of Existing Areas	146,616	14,661,625	1.47%	10.9%	14.2%

Note: Potential conservation figures are agnostic of both area designation and future potential accounting within CPCAD. Actual conservation impacts are predicated on all Indigenous-led conservation efforts receiving sufficient funding, and the outcomes of negotiations between relevant parties for each proposed protected or conserved area.

Table 2: Forecasted Cashflow Schedule of Contribution Commitments

Funding Source	Currency	Year 1	Years 2-10	Total
Government of Canada	CAD	\$300,000,000	-	\$300,000,000
Philanthropic Donors	CAD	\$60,122,500	\$14,877,500	\$75,000,000
Total Contribution Commitments to the N	WT PFP Fund	\$360,122,500	\$14,877,500	\$375,000,000

Note: The exact timing of the funding contributions from the Government of Canada and Philanthropic Donors have not yet been confirmed.

**Table 3:** Illustrative 10-Year Cashflow Model for PFP Core Activity Expenses & Contribution Accounts

	Year						Total \$	% of \$				
	1	2	3	4	5	6	7	8	9	10	Years 1-10	Years 1-10
PFP Core Activity Disbursements	-			•								
Community Land Use Planning	635,311	656,263	253,237	261,589	24,164	274,654	281,870	26,635	307,666	28,421	2,749,810	0.8%
Identification of Proposed Areas	2,529,083	2,287,003	2,420,729	407,536	62,210	-	-	-	-	-	7,706,561	2.1%
Establishment of New Areas	2,091,717	2,824,907	686,111	4,936,385	5,099,187	5,398,893	4,853,481	140,354	144,983	-	26,176,018	7.2%
Management of Established Areas	5,247,625	5,686,742	9,105,231	11,790,027	14,316,116	14,659,233	15,891,189	20,301,749	23,034,828	25,881,543	145,914,284	40.1%
Indigenous Guardians Programs	6,129,512	7,267,287	10,087,563	12,514,990	14,210,398	14,860,822	15,971,318	18,565,897	20,746,538	22,346,377	142,700,703	39.2%
Other Conservation-Related Activities	75,831	137,080	202,287	208,959	215,850	222,969	230,323	237,919	245,765	253,871	2,030,854	0.6%
Conservation & Stewardship Activities Total	16,709,079	18,859,283	22,755,160	30,119,486	33,927,926	35,416,571	37,228,181	39,272,553	44,479,780	48,510,211	327,278,230	90.0%
·	•											•
Core Capacity Support for PFP Partners	1,401,990	1,390,230	1,214,590	550,180	568,320	410,630	606,430	526,720	544,100	562,030	7,775,220	2.1%
Discretionary Core Activity Funds	-	74,903	553,204	1,789,731	2,067,460	2,340,799	2,285,739	2,524,271	2,911,428	3,206,613	17,754,147	4.9%
Other Core Activity Disbursements	1,401,990	1,465,133	1,767,794	2,339,911	2,635,780	2,751,429	2,892,169	3,050,991	3,455,528	3,768,643	25,529,367	7.0%
PFP Governance & Operating Expenses	945,000	977,000	1,009,000	1,042,000	1,076,000	1,112,000	1,149,000	1,186,000	1,226,000	1,266,000	10,988,000	3.0%
Total PFP Disbursements	19,056,069	21,301,415	25,531,954	33,501,397	37,639,706	39,280,000	41,269,349	43,509,544	49,161,309	53,544,854	363,795,598	100%
Contribution Accounts												
Conservation Spend Down Fund												7
Public Contributions Private Contributions	210,000,000	4 075 500	4 075 500	2 550 500	1,676,000	500,000	500,000	500,000	500,000	500,000	210,000,000 75,000,000	
Contributions to the Spend Down Fund	60,122,500 <b>270,122,500</b>	4,075,500 <b>4,075,500</b>	4,075,500 <b>4,075,500</b>	2,550,500 <b>2,550,500</b>	1,676,000	500,000	500,000	500,000	500,000	500,000	285,000,000 285,000,000	
Investment Return YoY	270,122,500	12,485,791	12,231,065	11,755,014	10,784,968	9,522,791	8,065,411	6,445,196	4,642,316	2,478,170		1
Conservation Fund Balance at Beginning of Year	270,122,500	266,277,109	260,927,874	249,405,795	228,160,337	200,478,621	169,873,639	135,849,117	97,988,644	52,541,562	78,410,724	
Fund Management Fee	1,350,613	1,331,386		1,247,029	1,140,802	1,002,393	849,368	679,246	489,943	262,708	9,658,126	1
Disbursements to Indigenous Partners	18,111,069	20,324,415	1,304,639 24,522,954	32,459,397	36,563,706	38,168,000	40,120,349	42,323,544	489,943 47,935,309	52,278,854	352,807,598	
PFP Operational Expenses	945,000	20,324,413	24,322,334	32,433,337	30,303,700	38,108,000	40,120,349	42,323,344	47,933,309	32,278,834	945,000	
Conservation Fund Balance at End of Year	249,715,819	244,621,308	235,100,281	215,699,368	190,455,829	161,308,228	128,903,921	92,846,328	49,563,392	-	-	
Endowment Fund	,,							0=/010/0=0	10,000,000			1
Public Contributions	90,000,000	-	-	-	-	-	-	-	-	-	90,000,000	Ĩ
Private Contributions	-	-	-	-	-	-	-	-	-	-	-	
Contributions to the Endowment Fund	90,000,000	-	-	-	-	-	-	-	-	-	90,000,000	
Endowment Investment Return YoY	-	4,477,500	4,629,018	4,785,717	4,947,778	5,115,391	5,288,704	5,467,924	5,653,313	5,844,999	46,210,343	
Endowment Fund Balance at Start of Year	90,000,000	94,027,500	97,209,381	100,500,050	103,903,328	107,423,202	111,062,790	114,826,400	118,719,581	122,744,982	_	
Fund Management Fee	450,000	470,138	486,047	502,500	519,517	537,116	555,314	574,132	593,598	613,725	5,302,086	
Disbursements to Indigenous Partners	-	-	-	-	-	-	-	-	-	-	-	
PFP Operational Expenses	-	977,000	1,009,000	1,042,000	1,076,000	1,112,000	1,149,000	1,186,000	1,226,000	1,266,000	10,043,000	
Endowment Fund Balance at End of Year	89,550,000	92,580,363	95,714,334	98,955,550	102,307,811	105,774,086	109,358,476	113,066,268	116,899,983	120,865,257	120,865,257	
												7
Total PFP Fund Balance at End of Year	341,912,281	343,138,636	336,856,862	321,415,026	298,876,428	273,023,212	245,340,338	211,949,649	170,248,913	120,865,257	120,865,257	j

Note: Figures, especially at the Core Activity level of detail, are illustrative. This cashflow model will require revision following the confirmation of activity interests by each Indigenous Partner and the determination of initial funding allocations across Activities and Partners by the Governance Committee. This table is not intended to restrict those prioritization and allocations discussions which will occur between the Signing and Effective Dates of the PFP Agreement, per Section 15 of the PFP Agreement.

#### **Table 4:** Potential Conservation and Stewardship Activities

The NWT PFP Fund will support a number of area-based conservation initiatives identified by Indigenous Partners. Collectively, these initiatives constitute a credible plan over the initial 10-year period for the recognition of areas in the Canadian Protected and Conserved Areas Database (CPCAD) as protected or conserved areas and provide for the ongoing effective management of those areas.

This list is a subset of the activities identified by Indigenous Partners in the Schedules appended to the NWT PFP Framework Agreement. It captures activities related to the advancement of Area Based Conservation initiatives and Guardians programs. Inclusion in this list does not indicate that an activity will be funded through NWT PFP Fund, and inclusion in this list is not required for receipt of PFP funding. These activities will be advanced by the Indigenous Partners and are subject to decision-making processes.

#### Table 4: Possible Area Based Conservation and Stewardship Activities

#### **Gwich'in Tribal Council**

Enhanced Management of Gwich'in Conservation and Heritage Conservation Zones, including:

Gwich'in Territorial Park

Nagwichoonjik (Mackenzie River) National Historic Site

Nataiinlaii and Jàk Wayside Park

Enhanced Protective Designation and Management of Teetshik goghaa, Tsiigehnjik (Arctic Red River) Protected Area

Identification, Establishment, and Management of the Aberdeen Canyon (Peel River Watershed) Protected Area

Identification, Establishment, and Management of the Sheep Lambing Grounds Protected Area

Identification, Establishment, and Management of the Artic Char Spawning Grounds

Development and Management of the Gwich'in Guardians & Monitoring Program

#### North Slave Métis Alliance

Completion of a Community Land Use Plan for the NSMA Traditional Territory

Development and Management of the NSMA Guardians

Co-Management of Dınàgà Wek'èhodì Protected Area

Co-Management of Thaidene Nëné NPR, WCA, and TPA

#### Tłįcho Government

Enhanced Management of existing Tłįcho Heritage Areas and Land Use Exclusion Zones:

Ezodzìtì – Tłycho Heritage Area

Wehexlaxodiale – Tłįchǫ Wenek'e Land Use Exclusion Zone

Establishment and Management of the Wenek'e Protection Zones

Development and Management of Wenek'e Protected Area Guardians

Establishment and Management of Dınàgà Wek'èhodì Protected Area

Development and Management of Dınàgà Wek'èhodì Guardians

Identification, Establishment, and Management of Nailii – Whatí Falls Cultural Heritage Area

Development and Management of Nailii – Whatí Falls Cultural Heritage Area Guardians

Identification, Establishment, and Management of Hozìı Ekwò Protected Area

Management of Ekwộ Nàxoèhdee K'è Guardian program

Identification, Establishment, and Management of the Todzi Protected Area

Development and Management of Todzi Protected Area Guardians Program

#### Dél<sub>i</sub>nę Got'ınę Government

Enhanced Management of the Saoyú-?ehdacho National Historic Site

Establishment and Management of an OECM for Tsá Tué/Great Bear Lake

Establishment and Management of an IPCA for the entire Dél<sub>l</sub>ne District

Ongoing management of the Sahtú K'aqwe Indigenous Guardians

Development and Implementation of the Sahtu K'aowe Climate Change Research Program

#### Fort Good Hope Dene and Métis

Ongoing Management of Ts'udé Nilįné Tuyeta Protected Area

Ongoing Management of the K'áhshó Got'ıne Guardians

#### Tłegóhłį Got'jnę Government

Enhanced Protection and Management of Doi T'oh Territorial Park & Canol Heritage Trail Conservation Zones

Development and Management of TGG Guardians Program

Co-management of Nío Ne P'ené IPCA

Co-management of Kelly/Willow/Lennie/Mahoney Lake IPCA

#### Tulit'a Dene and Métis

Implementation and Management of Kelly/Willow/Lennie/Mahoney Lake IPCA

Establishment and Management of Nío Ne P'ené IPCA

Expansion and Management of the Tulit'a Guardians Program

 ${\it Co-management\ of\ Doi\ T'oh\ Territorial\ Park\ \&\ Canol\ Heritage\ Trail\ Conservation\ Zones}$ 

#### Table 4 (continued): Potential Area Based Conservation and Stewardship Activities

#### West Point First Nation

Facilitation of community land use planning activities

#### Yellowknives Dene First Nation

Completion of a Community Land Use Plan for the Traditional Territory of the YKDFN

Establishment, and Management of Edàala (White Beach Point) Protected Area

Establishment, and Management of Nodihati (MacKay Lake) Protected Area

Establishment, and Management of Willildeh (Yellowknife River) Protected Area

Identification, Establishment, and Management of a protected area in Ti Ndeè (Great Slave Lake)

Identification, Establishment, and Management of a Protected Area for 11 sites within YKDFN's traditional territory

Co-Management of Dınàgà Wek'èhodì Protected Area

Co-Management of Thaidene Nëné NPR, WCA, and TPA

Expansion and Management of the YKDFN Stewardship + Guardians Program

#### **Smith's Landing First Nation**

Identification, Establishment, and Management of Ttheba yaghe nué (Islands in the Rapids)

Development and Management of the SLFN Land and Water Guardians Program

#### Łútsël K'é Dene First Nation

Ongoing Management of Thaidene Nëné National Park Reserve

Enhanced Management of Thaidene Nëné Wildlife Conservation Area and Territorial Protected Area

Indigenous Co-Management of Thelon Wildlife Sanctuary

Expansion and Management of the Ni hat'ni Dene Guardians Program

Identification, Establishment, and Management of a Great Slave Lake (East Arm) National Marine Conservation Area

#### Deninu Kue First Nation

Establishment and Co-Management of the Slave River Delta and Taltson River Area IPCA

Development and Management of the Deninu Kue Guardians Program

#### NWT Métis Nation

Co-Management of Thaidene Nëné NPR, WCA, and TPA

Co-Management of Dınàgà Wek'èhodì Protected Area

Indigenous Co-Management of Wood Buffalo National Park

Development and Management of a South Slave Métis Guardians Program

#### Fort Resolution Métis Government

 ${\it Establishment and Co-Management of the Slave River \ Delta\ and\ Taltson\ River\ Area\ IPCA}$ 

Development and Management of the FRMG Guardians Program

#### **Dehcho First Nations**

Ongoing Management of the Dehcho K'ehodi (Guardians + AAROM Programs)

Ongoing Management of the Edéhzhie Protected Area and Edéhzhie Guardians

#### Deh G á h Got'ie Dene Band

Ongoing participation in the management of the Edéhzhie Protected Area and Edéhzhie Guardians

#### Jean Marie River First Nation

Implementation and Management of the Łue Túé Sųláı (Five Fish Lakes) Protected Area

Development and Management of the Jean Marie River Guardians Program

Ongoing participation in the management of the Edéhzhie Protected Area and Edéhzhie Guardians

#### Ka'a'gee Tu First Nation

Implementation and Management of Ka'a'gee Tu Protected Area, including Tathlina Lake Migratory Bird Sanctuary

Development and Management of the Ka'a'gee Tu Guardians Program

#### Łiidly Kų́ę First Nation

Ongoing participation in the management of the Edéhzhie Protected Area and Edéhzhie Guardians

#### Nah?ą Dehé Dene Band

Indigenous Co-Management of Nahanni National Park

Identification, Establishment, and Management of the Nah?a Dehé IPCA

Expansion and Management of the Nah?ą Dehé K'ehodi Guardian Program

#### Pehdzeh Ki First Nation

Identification, Establishment, and Management of Pehdzeh Ki Ndeh IPCA

Development and Management of the Pehdzeh Ki Ndeh Guardians Program

Ongoing participation in the management of the Edéhzhie Protected Area and Edéhzhie Guardians

#### Sambaa K'e First Nation

Implementation and Management of Sambaa K'e Protected Area

Development and Management of the Sambaa K'e Protected Area Guardians

#### **Acho Dene Koe First Nation**

Management of the Liard River Valley Guardians Program

Facilitation of community land use planning activities

#### **Katłodeeche First Nation**

Implementation and Management of Ejié Túé Ndáde (Buffalo Lakes and Trails) IPCA

Expansion and Management of the Nahendeh Kehotsendi Guardians

#### **Table 5:** Interim Criteria and Milestones for PFP Core Activities

Interim Criteria and Milestones for each PFP Core Activity are set out below. These Criteria and Milestones may be revised by the Partners Table or the Governance Committee. Criteria and Milestones will be developed by the Governance Committee for PFP Core Activities supported through discretionary allocations. All decisions will be made in a manner consistent with 8.6 of the NWT PFP Agreement and with the ongoing collaborative approach to conservation and stewardship in the NWT.

#### 4.2(a) - the identification of Proposed Areas

#### Criteria

- General area of interest defined
- Proposed by an Indigenous partner, Board/Council resolution confirming support in principle to pursue

#### Milestones

- Public commitment/announcement by an Indigenous Partner to advance to Establishment subject to the completion of a study
- Completion of a feasibility analysis (ecological, economic or otherwise)
- Programmatic/Financial Report to PFP Body
- 4.2(b) the process of establishment of new or expanded: i) Protected Areas; ii) Other Effective Area-Based Conservation Measures; iii) Indigenous Protected and Conserved Areas; and iv) Proposed Areas with Interim Protection

#### Criteria

- Study area or site has a defined geographic boundary
- Relevant Indigenous government or the relevant Indigenous and public government(s) make(s) decision to pursue establishment of Protected Area, OECM, IPCA, or Area with Interim Protection

#### Milestones

- Effective Designation with establishment date / dates for implementation steps)
- Programmatic/Financial Report to PFP Body
- The area meets the criteria for reporting in CPCAD
- 4.2(c) The governance, management and monitoring of existing Proposed Areas with Interim Protection, Protected Areas, Conserved Areas, OECMs, and IPCAs, and areas established during the term of this Agreement

#### Criteria

• Area must be established by legal or other effective means by one or more Partners

#### Milestones

- Establishment of a management board or body
- Completion and approval of a management plan, including management and monitoring objectives
- Programmatic/Financial Report to PFP Body
- 4.2(d) Indigenous Guardians programs, including operations and activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Conserved Areas, Proposed Areas and IPCAs

#### Criteria

- Established by an Indigenous Partner within a defined operating area, within and outside of Protected Areas, Conserved Areas, Proposed Areas and IPCAs and OECMs
- Supports on-the-ground, community-based, stewardship initiatives integrating Indigenous knowledge, values and governance systems
- Program includes one or more of the following elements: monitoring, enforcement, research, adaptive management, promotion of social and community well- being through connections to the land, culture, and language

#### Milestones

- Initiation of on-the-ground activities in the operating area
- Programmatic/Financial Report to PFP Body

4.2(e) - monitoring programs for conservation-related purposes, including programs related to monitoring biodiversity, ecological integrity, and cultural continuity; land and water use activities; and indicators of environmental and cultural change

#### Criteria

- Indigenous partner is the project lead or key partner
- Monitoring must advance a conservation-related purpose, including monitoring biodiversity, ecological integrity, or cultural continuity
- Project proposals must identify both the area of study and scope/objectives of study

#### Milestones

- Initiation of activities related to the study area
- Programmatic/Financial Report to PFP Body
- 4.2(f) climate change research, and activities related to climate change adaptation, climate impact assessment, climate change mitigation and response for conservation-related purposes

#### Criteria

- Led by an Indigenous Partner
- Activities/Programs must be related to climate change adaptation, impact assessment, mitigation and response for conservation-related purposes
- Project proposals must include area of study and scope/objectives of study

#### Milestones

- Initiation of activities related to the study area
- Programmatic/Financial Report to PFP Body
- 4.2(g) land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing public land use planning process, where such a process exists

#### Criteria

- Compatible and complementary to any existing public land use planning
- Respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners

#### Milestones

- Initiation of process (Terms of Reference and timeline)
- Programmatic/Financial Report to PFP Body
- 4.2(h) on-the-land, cultural and Indigenous language activities undertaken by or with Indigenous Partners for conservation-related purposes

#### Criteria

On the land, cultural and indigenous languages activities led by Indigenous partners

#### Milestones

• Programmatic/Financial Report to PFP Body

Table 6: Ramp Up Period and Duration Assumptions for Core Activities

		Ramp Up	(% of Activity	/ Funding)	
PFP Core Activity		Year 1	Year 2	Year 3+	Funding Duration
4.2(a)	Identification of Proposed Areas	100%	100%	100%	3 Years
4.2(b)	Establishment of new Protected/Conserved Areas	100%	100%	100%	4 years
4.2(c)	Management of Established Areas	40%	70%	100%	Ongoing
4.2(d)	Indigenous Guardians Programs	40%	70%	100%	Ongoing
4.2(e)	Monitoring Programs	40%	70%	100%	Ongoing, Reapply after 3 yrs.
4.2(f)	Climate change research and mitigation programs	40%	70%	100%	Ongoing, Reapply after 3 yrs.
4.2(g)	Community-level land use planning	100%	100%	100%	2 Years to develop + 1 Year to revise every 5 years
4.2(h)	On-the-land, cultural and Indigenous language activities	40%	70%	100%	Ongoing, Reapply after 3 yrs.

Note: Ramp up periods are not applicable to Protected or Conserved Areas or to Guardians, Monitoring, and Research programs which are already established.

# Diagram 3: Detailed Needs-based Costing Estimate Example

The following example shows how the PFP financial model would calculate the annual needs-based costs associated with a series of PFP Core Activities meant to advance and result in the establishment of a new Indigenous-led protected area during the initial 10-year period.

#### **Example Overview:**

- Example Indigenous Government (EIG) recently identified a Proposed Area they would like to advance for permanent protection.
  - o The Proposed Area will ideally become a Territorial Protected Area and IPCA.
  - The Proposed Area will have an area size of ~3,500 km².
  - The Proposed Area is accessible by river, some unpaved roads, and has lakes large enough for float planes.
  - o The Proposed Area is an ecologically and biologically significant area, which will require monitoring and study.
- EIG plans to establish a steering committee and begin feasibility studies as soon as PFP funding is available (Year 1)
- EIG already has a Monitoring Program that EIG would like to expand into a Guardians Program for the Proposed Area.

Timeline: The forecasted timeline for EIG's advancement of their Proposed Area and associated Guardians Program is as follows:

PFP	Core Activity Year	1	2	3	4	5	6	7	8	9	10
a.	Identification of Proposed Area	100%	100%	100%							
b.	Establishment of New Area				100%	100%	100%	100%			
c.	Management of Established Area								40%	70%	100%
d.	Indigenous Guardians Program								40%	70%	100%
e.	Monitoring Program	40%	70%	100%	100%	100%	100%	100%			

# **Diagram 3 (continued):** Detailed Needs-based Costing Estimate Example Timeline (continued):

In **Year 1**, the NWT PFP Fund would support EIG's efforts to conduct two Core Activities:

- 4.2 (a) Identification of a New Proposed Area with funding provided for 3 years at 100% of the calculated needs-based cost
- 4.2 (e) Support for EIG's Monitoring Program including a 3-year ramp up period, with ongoing support

In Year 4, if EIG's has reached the Milestones for Core Activity 4.2 (a), the NWT PFP Fund would support:

• 4.2 (b) – Establishment of a New Protected Area – with funding provided for 4 years at 100% of the calculated needs-based cost

In Year 8, if EIG's has reached successfully reached an establishment agreement for their Proposed Area, the NWT PFP Fund would support:

- 4.2 (c) Management of a New Protected Area including a 3-year ramp up period, with ongoing support
- 4.2 (d) Indigenous Guardians Program as an expansion of EIG's Monitoring Program, with a 3-year ramp up, and ongoing support

Northern Allowances: EIG is located in a northern community with a northern allowance rate of \$13,000 for a full-time salaried position.

**Cost Coverage:** This example assumes that the NWT PFP Governance Committee has decided to cover all approved Core Activities at a rate of **80%** of the calculated needs-based cost estimates.

Scaling Factors: The scaling factors used in this model may be adjusted by the Governance Committee and/or the Partners Table. These scaling factors are intended to guide decision making and are not intended to fetter discretion or to create caps, including with respect to large areas over 5,000 km<sup>2</sup>.

For the Core Activities that EIG intends to conduct, the following methodology is used to determine scaling factors:

Details about **EIG's Proposed Area** are applied to a **sizing matrix** that accounts for relevant **scaling factors**.

	Size	Small	Medium	Large
Scaling Factor	Weight	1	3	5
Size of Area	4	<500 km2	500-5,000 km2	5,000+ km2
Remoteness	2	Developed	Accessible	Back Country
Management	1	None/Minimal	<b>Monitoring Only</b>	Heavy Use
Communities	1	1 Community	2-3 Communities	4+ Communities

Using the sizing matrix, the EIG's Proposed Area is determined to be a Medium sized protected area.

	Input	Size	Weight
Size of Area	3,500 km <sup>2</sup>	М	12
Remoteness	Accessible	М	6
Management	Heavy Use	L	5
Communities	1	S	1
	Total	М	24

Size	Min. Weight	Max Weight	Cost Adjustment
S	8	16	20%
М	17	30	60%
L	31	34	100%
XL	35	40	125%

# Diagram 3 (continued): Detailed Needs-based Costing Estimate Example

Adjusted Needs-Based Costs by Activity: Using the Northern Allowance and Scaling Factors, the adjusted Needs-based Cost Estimate for each PFP Core Activity that EIG intends to conduct can be calculated as follows:

PFP Core Activity	Base Cost	Base Staff	Size	Scaling	Adjusted	Adjusted	Northern	Adjusted	PFP Cost	Annual Cost
		Level		Factor	Base Cost	Staffing	Allowance	Annual Cost	Coverage	Coverage
a. Identification of Proposed Area	\$377,054	1.75	Medium	60%	\$226,232	1.5	\$19,500	\$245,732	80%	\$196,586
b. Establishment of New Area	\$772,400	4	Medium	60%	\$463,440	2.5	\$32,500	\$495,940	80%	\$396,752
c. Management of Established Area	\$1,038,231	5.25	Medium	60%	\$622,938	3.5	\$45,500	\$668,438	80%	\$534,751
d. Indigenous Guardians Program	\$1,347,872	6.5	Medium	60%	\$808,723	4	\$52,000	\$860,723	80%	\$688,578
e. Monitoring Program	\$231,094	1	Medium	60%	\$138,656	1	\$13,000	\$151,656	80%	\$121,325
c. New Area Capitalization/Infrastructure	\$500,000	-	Medium	60%	\$300,000	-	-	\$300,000	80%	\$240,000
d. Guardians Program Capitalization/Equipment	\$250,000	-	Medium	60%	\$150,000	-	-	\$150,000	80%	\$120,000

#### Adjusted Needs-Based Costs by Activity Over Time: Applying the Adjusted Annual Costs to the Timeline shows the following allocation for EIG:

PFP	Core Activity Year	Annual Cost	1	2	3	4	5	6	7	8	9	10	Total
a.	Identification of Proposed Area	196,586	196,586	196,586	196,586								589,757
b.	Establishment of New Area	396,752				396,752	396,752	396,752	396,752				1,587,007
c.	Management of Established Area	534,751								213,900	374,325	534,751	1,122,976
d.	Indigenous Guardians Program	688,578								275,431	482,005	688,578	1,446,015
e.	Monitoring Program	121,325	48,530	84,928	121,325	121,325	121,325	121,325	121,325				740,083
		Capitalization											
c.	Management of Established Area	240,000								96,000	72,000	72,000	240,000
d.	Indigenous Guardians Program	120,000								48,000	36,000	36,000	120,000
		Total	245,116	281,513	317,911	518,077	518,077	518,077	518,077	633,332	964,330	1,331,329	5,845,838

Inflation Adjusted Needs-Based Costs by Activity Over Time: Further adjusting to account for inflation result in the final estimated cost allocation for EIG's efforts to advance the establishment, management, and stewardship of the Proposed Area, shown below:

PFP	Core Activity Year	Annual Cost	1	2	3	4	5	6	7	8	9	10	Total
a.	Identification of Proposed Area	196,586	196,586	203,069	209,766								609,421
b.	Establishment of New Area	396,752				437,315	451,738	466,636	482,026				1,837,715
c.	Management of Established Area	534,751								268,445	485,271	716,108	1,469,824
d.	Indigenous Guardians Program	688,578								345,666	624,866	922,105	1,892,637
e.	Monitoring Program	121,325	48,530	87,728	129,460	133,729	138,140	142,695	147,402				827,684
		Capitalization											
c.	Management of Established Area	240,000								112,910	87,475	90,360	290,745
d.	Indigenous Guardians Program	120,000								56,455	43,738	45,180	145,372
		Total	245,116	290,798	339,226	571,044	589,878	609,332	629,427	783,475	1,241,350	1,773,753	7,073,399

# An Indigenous-Led NWT Project Finance for Permanence

# Our Land for the Future

A Strategic Plan



# Contents

Contents	2
List of Acronyms and Abbreviations	4
Project Finance for Permanence Approach	4
The Opportunity: Why Here?	5
Why Here?	6
Why Now?	7
How the NWT PFP was Developed	8
Strategic Plan	9
Vision	10
Taking Care of Land and People: Goals, Targets, and Objectives for Core Activities	10
Area-Based Conservation	15
Goal 1: Permanently protect lands and waters for future generations	17
Indigenous Stewardship and Guardians	19
Goal 2: Indigenous Guardians are supported in perpetuity in being stewards for the land	d. 20
Community-Based Land Planning	21
Goal 3: Indigenous communities determine the future of their lands.	22
Other Conservation-Related Activities	22
Monitoring and Climate Change Research	23
On-the-Land, Cultural, and Indigenous Language Activities	24
Economic Development Activities	25
Goal 4: Achieve a holistic approach to conservation that strengthens connections amon	•
culture, language, land, water, and development.	
Action Milestones and Timelines	
Interim Milestones	
Timelines	
Year 1	
Year 5	
Year 8	
Monitoring Progress and Measuring Success	
Identifying a Critical Risk During Evaluation	
Measuring Success Against Co-Benefits and Targets	39

Conclusion: Conservation For the Future	40
References	40
Appendices	44
Appendix A. Table of Anticipated Activities and Anticipated Timelines for the First 10 Years the NWT PFP (as advanced by the Indigenous Partners and subject to decision-making processes)	
Appendix B. Preliminary Tables of Potential Co-Benefits and Potential Key Performance Indicators	50
Potential Co-Benefits	50
Potential Key Performance Indicators	5

# List of Acronyms and Abbreviations

GNWT Government of the Northwest Territories

GoC Government of Canada

ECC (GNWT) Department of Environment and Climate Change

ECCC (GoC) Environment and Climate Change Canada

IG Indigenous Government

IO Indigenous Organization

IPCA Indigenous Protected and Conserved Area

LUP Land Use Plan

MPA Marine Protected Area

OECM Other Effective area-based Conservation Measures

PFP Project Finance for Permanence

TK Traditional Knowledges

UNDRIP United Nations Declaration on the Rights of Indigenous Peoples

# Project Finance for Permanence Approach

A Project Finance for Permanence (PFP) is an innovative approach to securing long-term financing for large-scale conservation and community development initiatives. This approach brings together a wide array of like-minded partners, including private partners and partners at all levels of government. Through a signed agreement, these partners set out

a shared vision to support the development of locally designed conservation initiatives. PFP agreements catalyze conservation by providing funding for initial start-up, implementation, management costs, and developing long-term funding streams. Using a PFP approach allows participating partners to develop ambitious, globally significant initiatives that would otherwise be challenging to fund, delaying progress at a time when the world cannot afford it. While often used to finance conservation, it is important to note that PFPs are not a conservation program in and of themselves. PFPs create the conditions under which conservation and other community development programs can be implemented successfully.

PFPs are guided by local context, laws, and priorities, meaning that no two look exactly alike. In the context of the Northwest Territories (NWT), this approach includes a partnership among Indigenous Governments (IGs), Indigenous Organizations (IOs), communities, the Government of the Northwest Territories (GNWT), the Government of Canada (GoC), and private philanthropies. Through the PFP, communities, IGs, and IOs will receive funding to achieve the conservation and development objectives set out in the PFP agreement through existing decision-making processes, supported by financial contributions from the GoC and private philanthropies, while respecting the jurisdictional authorities of each partner and existing decision-making processes in the NWT.

# The Opportunity: Why Here?

The PFP approach is one of the most powerful tools available to accelerate the pace and scale of durable, Indigenous-led conservation and economic development. Few places on Earth offer the opportunity to build on existing momentum, to support local, Indigenous-led objectives, and achieve globally significant conservation and economic development outcomes. The NWT is one such place.

Our Land for the Future builds on the NWT's reputation for Indigenous-led stewardship by creating one of the world's largest Indigenous-led conservation initiatives, contributing greatly to sequestering carbon, and protecting important northern ecosystems. In doing so, a PFP contributes meaningfully to meeting Canada's biodiversity and climate targets as well as advancing the GNWT's conservation workplan, Healthy Land, Healthy People. This is a timely opportunity to maximize and secure resources for shared conservation ambitions.

# Why Here?

"There are many benefits of being on the land and land stewardship and so many areas you could look at. But ultimately, I believe it brings all people back to themselves, it heals, it protects, it provides. While on the land we can breathe. We are immersed in ourselves, in our land-based culture. The land is healing, and it is where we all belong."

Kristen Tanche, Dehcho First Nations, Regional Health and Wellness Coordinator. Excerpt from landneedsguardians.ca/latest/blog-post-thelandheals, used with permission.

Home to vast and diverse ecosystems, the NWT is uniquely positioned to contribute to global conservation efforts, while at the same time supporting the ambitions of the Indigenous Peoples who have cared for these lands since time immemorial.

The 135 million hectares of land in the NWT includes 18 level III identified ecoregions<sup>1</sup>, featuring vast tracts of boreal forest, tundra, free-flowing rivers — including the Dehcho (Mackenzie River), one of the world's longest rivers — and two of the world's biggest lakes (Sahtú [Great Bear Lake] and Tideè /Tucho/ Tı Ndeè [Great Slave Lake]). Here, one finds a wide spectrum of North American wildlife, including 283 bird species (87% of which are migratory), 101 fish species, and 67 terrestrial mammals, including grizzly bears, wolves, caribou, muskox, and wood bison.<sup>2</sup> Included in this landscape are an estimated 44 billion metric tons of carbon stored in soil, wetlands, peatlands, and permafrost - equivalent to about 5.5 years of global carbon emissions.<sup>3</sup>

The NWT is a leader in land, freshwater, and marine protection in Canada. The first three Indigenous Protected and Conserved Areas (IPCAs) in Canada were created in the NWT, reflecting their unique governance by Indigenous Peoples based on Traditional Knowledges (TK), Indigenous laws, governance and cultural practices. These include Thaidene Nëné, an area with additional tripartite classification (National Park Reserve, Wildlife Conservation Area, and Territorial Protected Area), Edéhzhíe, a National Wildlife Area and IPCA in the Dehcho region, and Ts'udé Niljné Tuyeta, an IPCA and a Territorial Protected Area in the Sahtú region of the NWT.

<sup>&</sup>lt;sup>1</sup> Under the revised ecosystem classification, the NWT will include three level I ecoregions, nine level II ecoregions, 18 level III ecoregions and up to 150 level IV ecoregions. https://www.gov.nt.ca/ecc/en/services/ecosystem-classification.

<sup>&</sup>lt;sup>2</sup> Working Group on General Status of NWT Species (2016).

<sup>&</sup>lt;sup>3</sup> Kurz et al. (2013); Wells et al. (2020).

As of 2023, 173,140 km² (12.9% of NWT) land and 5,322 km² of marine waters in the NWT are listed as protected in CPCAD.<sup>4</sup> This is the third highest amount of protected area coverage among provinces and territories in Canada by area. A further 39, 181 km² (2.9% of NWT) lands and fresh water are acknowledged and managed as an Other Effective Area-Based Conservation Measure (OECMs). This category also includes lands managed through conservation zoning in approved land use plans. Finally, two new Marine Protected Areas (MPAs) have been established in the Inuvialuit region of the NWT, Tarium Niryutait and Anguniaqvia Niqiqyuam.

# Why Now?

Despite the success of conservation to date, there remains a need to fully resource the significant conservation network that exists now. There is also further opportunity to expand the network of protected and conserved areas while simultaneously promoting sustainable economic development, Indigenous language, culture and community health and wellness.

There are several factors coming together that make this an opportune time for implementing a PFP in the NWT.

Firstly, the NWT has gained global recognition for its leadership in Indigenous-led conservation and robust collaborative governance structures. All modern established Protected Areas in the NWT are Indigenous-led and there are a number of newly established IPCAs. Indigenous-led conservation has involved actively fostering the preservation and enhancement of rich cultural heritage and traditional territories. This track record of success sets a solid foundation for supporting the management of existing protected areas and advancing new conservation and stewardship projects that are Indigenous-led and sustainable over the long term.

Furthermore, the conservation objectives of IGs harmonize with the goals outlined by the GNWT and the GoC. The GNWT's Healthy Land, Healthy People conservation workplan, initiated in 2016 and renewed in October 2023, underscores a commitment to balancing robust land protections with sustainable economic development. Similarly, the federal government has prioritized conservation efforts to align with both national and international obligations, including climate targets and commitments to reconciliation with Indigenous Peoples.

7

<sup>&</sup>lt;sup>4</sup> https://www.canada.ca/en/environment-climate-change/services/national-wildlife-areas/protected-conserved-areas-database.html

The collaborative conservation landscape among Indigenous and public governments in the NWT has grown significantly over recent years, via co-management and protected area management systems. These governance processes, rooted in the recognition of Indigenous rights and the need for ongoing reconciliation, have yielded tangible successes, demonstrating the importance of aligned efforts in achieving conservation goals.

Private philanthropic organizations, recognizing the substantial commitments IGs have already made to conservation in the NWT, their future ambitions, and the pressing need for additional resources, are keen to support initiatives like the NWT PFP. The Pew Charitable Trusts<sup>5</sup>, with a longstanding history of backing Indigenous-led conservation efforts in the NWT, began spearheading fundraising efforts on behalf of Enduring Earth<sup>6</sup> to mobilize support from U.S. and Canadian philanthropies for the NWT PFP.

# How the NWT PFP was Developed

Indigenous leadership and Nationhood are at the heart of this initiative and guide every step forward. The Partners<sup>7</sup> have a responsibility to ensure that the priorities and plans reflected here are true reflections of guidance received from IGs and IOs. To accomplish this, a working group, with representation from all Partners, was formed in May 2022. Over time, the working group adopted a staged process whereby subcommittees of the working group developed key documents: the PFP Agreement, Financial Plan, and Strategic Plan. The working group provided guidance based on IG leadership and priorities, and the key documents were then crafted through a series of drafts and feedback until they accurately reflected the Partners' shared vision. In doing so, this process recognized and supported a

\_

<sup>&</sup>lt;sup>5</sup> Founded in 1948, The Pew Charitable Trusts uses data to make a difference. Pew addresses the challenges of a changing world by illuminating issues, creating common ground, and advancing ambitious projects that lead to tangible progress. In Canada, Pew promotes science- and community-based conservation work to help preserve important stretches of natural environment. Pew's work seeks to safeguard the long-term health and majestic beauty of Canada's environment for the benefit of people and nature.

<sup>&</sup>lt;sup>6</sup> Enduring Earth is accelerating ocean, land, and freshwater conservation worldwide to help address the climate and biodiversity crises and support community development. By 2030, its goal is to conserve more than half a billion hectares of biodiverse habitat, working in partnership with at least 20 nations and mobilizing nearly US\$4 billion in new funding from private and public sources. Enduring Earth is a collaboration of The Nature Conservancy, The Pew Charitable Trusts, World Wildlife Fund and ZOMA LAB. Enduring Earth is committed to using Project Finance for Permanence to accelerate conservation and community economic development around the world.

<sup>&</sup>lt;sup>7</sup> In this document, we use the term 'Partners' to collectively refer to the NWT PFP partners, including IGs, IOs, the GNWT, the GoC, and philanthropic donors.

government-to-government relationship based on meaningful partnership and reconciliation.

# Strategic Plan

This work begins with a shared vision for the future. The Partners envision a future where land, waters, animals, and people across the NWT are healthy and thriving in a reciprocal relationship with each other. In this future, Indigenous leadership is supported by all the partners to ensure stewardship responsibilities are honoured and lands and waters are managed in accordance with our shared goals. Indigenous communities across the NWT are capacity rich and have thriving cultures where language and knowledge are valued and shared across generations. Stable and sustainable sources of income have been developed through a diverse conservation economy that aligns with community values, supports goals to address climate change, and prioritizes wellbeing. This revitalization supports the healing journeys of people across the territory and leads to reconnections of people to land and culture. In this vision, Indigenous Peoples across the NWT are supported to spend more time on the land and know well the sacred spaces and stories of their communities. Lands are stewarded and protected in ways that honour these relationships and the history of these spaces. Where healthy, thriving Indigenous cultures are observed, we in turn find healthy and thriving landscapes, wildlife populations, livelihoods, and economies. The Partners see a future where communities are supported to keep this healthy balance in perpetuity, to the benefit of all.

The strategic plan outlined below presents the vision for the NWT PFP and a blueprint of the steps that will be taken to achieve it. The blueprint aims to strike a balance between specificity and flexibility. To provide enough specificity to support the incoming NWT PFP governance bodies, anticipated activities are presented via objectives, targets, and goals. The objectives are SMART objectives (specific, measurable, achievable, relevant, and timebound), to describe the anticipated outcomes of NWT PFP activities. Objectives are presented under a shared broad goal for each core activity (Goals 1 – 4), while the targets for each goal provide additional context for what partners are trying to achieve together, i.e., targets provide specific, measurable results to track progress towards the overarching goal.

Flexibility will be needed to ensure that Partners can adjust activities and objectives moving forward. As such, the PFP Agreement includes language in Sections 11 and 12 that allows Partners to make changes to the strategic plan by consensus decision within the confines of its scope without requiring a full amendment.

#### Vision

The vision of the NWT PFP is to support Indigenous-led stewardship of lands and waters in the Northwest Territories and make a substantial contribution as outlined in the Financial Plan and Strategic Plan to meeting Canada's commitments to protect and conserve more lands and waters as recognized in the Canadian Protected and Conserved Areas Database (CPCAD).

The overarching objectives of the NWT PFP include protecting the land and water, preserving biodiversity, supporting thriving cultures, building community capacity, and contributing to healthy and equitable economies. This will include prioritizing Indigenous values and laws as guiding principles for economic development. Support for Indigenous Guardians is also central to achieving these objectives. Finally, all activities and outcomes achieved under the PFP are intended to be supported and sustained over the long term.

# Taking Care of Land and People: Goals, Targets, and Objectives for Core Activities

The NWT is unique, not just for the varied landscapes and northern climate or the rich and diverse cultures of its people, but also for the strength of the ancient and ongoing relationships between the two. In the NWT, the connections between people and place are palpable, and infuse every value across generations, including conservation and stewardship.

Conservation of biodiversity and lands is a key component of any PFP. The term 'lands' used in this context refers to a holistic view of the landscape, wherein the connections among culture, history, ecology, and geography of land and water are paramount. For example, places like burial sites, traditional trails, and other sacred spaces are not just important for humans — these are also places where land and water thrive as a result of millennia of stewardship.

In this section, the objectives, targets, and goals are presented for the NWT PFP's core activities<sup>8</sup>: area-based conservation, Indigenous stewardship and Guardians,

<sup>&</sup>lt;sup>8</sup> Additional core activities: collaboration among Partners including through the establishment of shared decision-making and governance agreements, dispute resolution, braiding Indigenous and Western science and other forms of knowledge; and the securement of conservation goals; will be addressed by the governance bodies as laid out in the PFP Agreement.

community-based land planning, and other conservation-related activities. Because of the close relationship between the Land and people in the NWT, it is important to keep in mind that while the content of the strategic plan is presented in a linear fashion, each core activity and goal is closely linked. This means that while the logical connections leading objectives to targets, and targets to the overarching goal are clear, there are also critical connections among the core activities themselves. These connections will be expanded on in the introductory sections of the core activities.

Together, the NWT PFP Partners have a clear vision for what it means to take care of land and people. Table 1 below (also see Table 4 in the Financial Plan) details the anticipated priority activities for the fund over the first ten years. It is anticipated that as the fund grows, and successes are achieved, more areas and programs will be supported.

The areas identified by Indigenous Partners to date in this PFP will support the conservation and stewardship of up to 379,390 km² (37.9 million hectares), including incentivizing up to 232,774 km² (23.3 million hectares) of new protected and conserved areas that would be tracked and submitted for CPCAD inclusion. The Indigenous Partners plan to contribute over 2% of Canada towards Canada's international commitment to conserve 30% of its lands and waters by 2030.

Based on the contribution commitments of \$375 million by Canada and the private donors, initial expected results include up to 77,000 km² with a strong likelihood of being added to CPCAD by 2028, equivalent to 6% of the NWT; and initiating work towards advancing up to an additional 50,000 km² to CPCAD by 2035. Together, these areas are equal to 1.25% of Canada.

Table 1. Protected and conserved areas, Guardian programs, and community-based land planning activities identified as priorities by Indigenous NWT PFP Partners for the first ten years of the PFP fund. It is anticipated that additional protected and conserved areas will be identified and established during the lifetime of the PFP. See also Table 4 of the Financial Plan.

Lead or Co-	Conservation and Stewardship	Anticipated PFP Year of
Management	Priority Activities	Establishment <sup>10</sup>
Partner(s)		

<sup>&</sup>lt;sup>9</sup> The 232,774 km2 (23.3 million hectares) of new protected areas are included in the total 379,390 km2 (37.9 million hectare) figure.

<sup>&</sup>lt;sup>10</sup> Areas that are already established, or likely to be established prior to Year 1 of the PFP are represented with a dash (–). Co-management relationships for areas that are still in development are shown using the anticipated year of establishment for that area.

Acho Dene Koe First Nation	Ongoing Management of the Liard River Valley Guardians Program	1
	Community-based land planning	3
Dehcho First Nations	Ongoing Management of the Dehcho K'ehodi (Guardians + AAROM Programs)	_
	Ongoing Management of the Edéhzhie Protected Area Ongoing Management of the Edéhzhie Guardians	_
Délįnę Got'įnę Government	Enhanced Management of the Saoyú-?ehdacho National Historic Site	_
	Establishment and Management of an OECM for Tsá Tué/Great Bear Lake	3
	Establishment and Management of an IPCA for the entire Dél <sub>l</sub> ne District	3
	Management of the Sahtú K'aowe Indigenous Guardians	_
	Development and Management of the Sahtu K'aowe Climate Change Research Program	1
Deninu Kue First Nation	Establishment and Co-Management of the Slave River Delta and Taltson River Area IPCA	4
	Development and Management of the Deninu Kue Guardians Program	4
Fort Good Hope Dene and Métis	Ongoing Management of Ts'udé Nilįné Tuyeta Protected Area	-
Fort Resolution Métis Government	Ongoing Management of the K'áhshó Got'ınę Guardians Development and Management of the FRMG Guardians Program	4
Gwich'in Tribal Council	Enhanced Management of Gwich'in Conservation and Heritage Conservation Zones	-
	Enhanced Protective Designation, Establishment, and Management of Teetshık goghaa, Tsiigehnjik (Arctic Red River)	8
	Identification, Establishment, and Management of the Peel River Watershed Protected Area	8
	Identification, Establishment, and Management of the Sheep Lambing Grounds Protected Area in the Richardson Mountains	8
	Identification, Establishment, and Management of the Arctic Char Spawning Grounds Protected Area _Rat River	8
	Development and Management of the Gwich'in Guardians & Monitoring Program	8
Jean Marie River	Co-Management of Edéhzhie Protected Area	_
First Nation	Ongoing Management of the Łue Túé Sųláı (Five Fish Lakes) Protected Area	3

	Development and Management of the Jean Marie River Guardians Program	3
Ka'a'gee Tu First		
Nation	Ongoing Management of the Ka'a'gee Tu Protected Area	3
	Development and Management of the Ka'a'gee Tu Guardians Program	3
Katłodeeche First Nation	Ongoing Management of Ejié Túé Ndáde (Buffalo Lakes and Trails) IPCA	1
	Expansion and Management of the Nahendeh Kehotsendi Guardians	_
Łútsël K'é Dene First Nation	Ongoing Management of Thaidene Nëné National Park Reserve	-
	Enhanced Management of Thaidene Nëné Wildlife Conservation Area and Territorial Protected Area	-
	Indigenous Co-Management of Thelon Wildlife Sanctuary	_
	Expansion and Management of the Ni hat'ni Dene Guardians Program	-
	Identification, Establishment, and Management of a Great Slave Lake National Marine Conservation Area	8
Nah <b>?</b> ą Dehé Dene Band	Expansion and Management of the Nah?ą Dehé K'ehodi Guardian Program	8
	Identification, Establishment, and Management of the Nah?ą Dehé IPCA	8
North Slave	Co-Management of Dınàgà Wek'èhodì Protected Area	3
Métis Alliance	Participation role in Thaidene Nëné NPR, WCA, TPA <sup>11</sup>	_
	Development and Management of the NSMA Guardians Program	1
	Community- level Land Planning	3
NWT Métis	Co-Management of Thaidene Nëné NPR, WCA, TPA	_
Nation	Co-Management of Dınàgà Wek'èhodì Protected Area	3
	Indigenous Co-Management of Wood Buffalo National Park	_
	Development and Management of a South Slave Métis Guardians Program	1
Pehdzeh Ki First	Co-Management of Edéhzhie Protected Area	-
Nation	Identification, Establishment, and Management of Pehdzeh Ki Ndeh IPCA	8
	Development and Management of the Pehdzeh Ki Ndeh Guardians Program	8

<sup>&</sup>lt;sup>11</sup> Note: Thaidene Nëné has three designations: National Park Reserve, Wildlife Conservation Area, and Territorial Protected Area. For brevity, these are referred to as NPR, WCA, and TPA in this table when discussing co-management or participatory roles.

Sambaa K'e Ongoing Management of Sambaa K'e Protected Area  Development and Management of the Sambaa K'e Protected Area Guardians  Smith's Landing Identification, Establishment, and Management of Ttheba 9  Yaghe nué (Islands in the Rapids)  Development and Management of the SLFN Land and Water 8  Guardians Program  The field Cotting Continue Continue of Protection and Management of Dai Toh Torritorial 8
First Nation yághe nué (Islands in the Rapids)  Development and Management of the SLFN Land and Water 8  Guardians Program
Thorable Catling - Enhanced Distriction and Management of Dai Tich Towitz in 1
Tłegóhłį Got'ine Enhanced Protection and Management of Doi T'oh Territorial 8 Government Park & Canol Heritage Trail Conservation Zones with Tulita District Partners Development and Management of Norman Wells Guardians 8
Program
Establishment and Co-Management of Dınàgà Wek'èhodì 3 Tłįcho Protected Area
Government Enhanced Management of existing Tłįchǫ Heritage Areas and – Land Use Exclusion Zones: Ezǫdzìtì - Tłįchǫ Heritage Area Wehexlaxodiale - Tłįchǫ Wenek'e Land Use Exclusion Zone
Wenek'e Protection Zones 1
Development and Management of Wenek'e Protection Zones 1 Guardians
Development and Management of Dınàgà Wek'èhodì 3 Guardians
Identification, Establishment, and Management of Nailii - 3 Whatí Falls Cultural Heritage Area
Development and Management of Nailii - Whatí Falls Cultural 3 Heritage Area Guardians
Identification, Establishment, and Management of Hozìı 7 Ekwộ Protected Area
Management of Ekwộ Nàxoèhdee K'è Guardian program 7
Identification, Establishment, and Management of the Todzi 8 Protected Area
Development and Management of Todzi Protected Area 7 Guardians Program
Tulit'a Dene and Identification, Establishment, and Management of 5 Métis Kelly/Willow/Lennie/Mahoney Lake IPCA
Identification, Establishment, and Management of Nío Nę 8 P'ęnę́ IPCA
Expansion and Management of the Tulit'a Guardians Program 1
West Point First Community-based land planning 3 Nation

Yellowknives	Community-based land planning	3
Dene First	Identification, Establishment, and Management of Edàala	8
Nation	(White Beach Point) Protected Area	
	Identification, Establishment, and Management of	8
	Nodihati (MacKay Lake) Protected Area	
	Identification, Establishment, and Management of Wiìliìdeh	8
	(Yellowknife River) Protected Area	
	Identification, Establishment, and Management of a	8
	protected area in Tı Ndeè (Great Slave Lake)	
	Co-Management of Dınàgà Wek'èhodì Protected Area	3
	Participation role in Thaidene Nëné WCA, and TPA	_
	11 sites for IPCA Establishment	8
	Expansion and Management of the YKDFN Stewardship +	1
	Guardians Program	

# **Area-Based Conservation**

All Partners and their respective governments and communities have a desire to support sustainable, Indigenous-led conservation and stewardship. At the community level, landscape conservation and protecting wellness, language, and culture go hand in hand. <sup>12</sup> At the territorial level, the GNWT works with Indigenous governments and Indigenous organizations to establish and manage a conservation network. As new areas are established <sup>13</sup>, the GNWT will seek the agreement of partners to add them to CPCAD, which is how the GoC tracks its progress on national conservation targets and commitments. Currently, the GoC has committed to protecting 30% of Canadian lands and waters by 2030. Private donor partners are interested in supporting governments to achieve these goals, and particularly supporting IGs and IOs in realizing their ambitions to protect and steward important places, support thriving cultures, and generate community-based economic opportunities.

Many activities involving area-based conservation will involve multiple partners and/or external jurisdictional processes. It is therefore important to note that the PFP is intended to provide funding to support existing jurisdictional processes and the activities that Partners agree to pursue together. The fund will provide support for activities from identification, through to establishment, implementation, and ongoing management to support Indigenous stewardship and local economic development. The PFP is not intended to

<sup>12</sup> E.g., land and culture are both determinants of Indigenous Peoples' health; McDonald (2023).

<sup>&</sup>lt;sup>13</sup> Here, we refer to new areas that meet the Pan-Canadian criteria for counting protected and conserved areas under CPCAD.

overstep or take over existing jurisdictional processes or determine the mechanisms used for protection. In short, the idea for the PFP initiative is to support existing decision-making processes, not determine outcomes or alter jurisdictional processes and decision-making in any way.

It is also important to acknowledge the role the Healthy Land, Healthy People conservation workplan plays which articulates GNWT's mandate and priorities, with respect to conservation in the NWT. Given the GNWT's Indigenous-led approach to conservation, IGs have played a key role in shaping the work plan.

Finally, it is equally critical to point out the connections between the Partners' goals for area-based conservation and goals for the land, and beyond. There are many opportunities for stewardship and conservation presented by the close connection between Indigenous Peoples and land. These include the chance to actively and sustainably manage protected and conserved areas, and the opportunity to gain significant benefit in the form of social and cultural revitalization.

While human and natural systems are intrinsically connected, there is often a failure to account for these connections in our stewardship and conservation actions. Even protected and conserved areas run the risk of becoming 'paper parks' — areas that are not meaningfully protected, just protected on paper — without sufficient ongoing management support. Meeting the goals for establishing and managing protected and conserved areas over the long term will support IGs and communities in developing stewardship programs, along with language and culture programs and activities that will revitalize knowledge and connection to the land. This goal will secure access and connection to, and knowledge of, stories and sacred areas. It will support climate change adaptation efforts, and even support goals to make travel on the land safer. Meeting these goals all begins here.

As a starting point, there is a strong interest among the Partners to secure long-term and predictable funding via the PFP for existing protected and conserved areas, finalize establishment of candidate PAs, including Lue Túé Sųlái, Sambaa K'e, Ka'a'gee Tu, Ejié Túé Ndáde, and Dınàgà Wek'éhodì, and advance the identification and establishment of new areas for protection. However, not all IGs and IOs have been able to embark on protected and conserved areas processes, which is not for lack of interest. Further engagement may change areas of interest or identify other areas of interest moving forward.

To advance these Indigenous-led conservation initiatives, the PFP will provide funding to support specific activities that Partners intend to employ to support area-based conservation in the NWT, including:

- Identification of proposed protected and conserved areas,
- Establishment of new PAs,
- Establishment of new OECMs,
- Establishment of new IPCAs,
- Establishment of new proposed areas with interim protections<sup>14</sup>, and
- Management and enhanced management<sup>15</sup> of established protected and conserved areas.

# Goal 1: Permanently protect lands and waters for future generations.

## **Objectives**

Objective 1a. Identify and announce up to 18 new proposed areas to advance for protection by 2035.

Objective 1b. Complete feasibility analysis (ecological, economic, or otherwise) for up to 18 new areas for protection by 2035.

Objective 2. Complete establishment of up to 22 new protected and conserved areas by 2035 that could be reported to CPCAD through one of the following four categories <sup>16</sup>:

- i. Territorial Protected Areas will be established by negotiating establishment agreements, seeking Cabinet approval and working with partners to develop regulations;
- ii. Federal or territorial Protected Areas will be established under legislation relevant to chosen legal pathway;

<sup>&</sup>lt;sup>14</sup> As defined in the PFP Agreement, "Interim Protection" means a geographically defined area where there is a clear commitment made publicly by the relevant Partner(s) of an intent to complete formal establishment as soon as possible, and interim protection measures are in place that the governing body for conserving biodiversity has deemed effective and appropriate.

<sup>&</sup>lt;sup>15</sup> The term 'enhanced management' in this document describes the intended additional support for already established protected and conserved areas for the purpose of enhancing management and stewardship of those areas.

<sup>&</sup>lt;sup>16</sup> While available routes to establishment are described in Objective 2, the designations of individual areas are not prescribed here. The chosen route to establishment for individual protected and conserved areas may change over time, and single or multiple designations may be sought for protected and conserved areas.

- iii. New OECMs (conservation zones, heritage conservation zones) will be established by following re-zoning procedures as described by the relevant Land Use Planning bodies for zones in draft and finalized Land Use Plans;
- iv. New IPCAs will be established by IGs, including through finalizing Nation-to-Nation partnership agreements with the chosen federal or territorial partner, if required.
- v. New Proposed Areas with Interim Protections will be established through one or more of the pathways listed in steps i. through iv.

Objective 3a. Establish a management board or body for ongoing, enhanced, or comanagement for up to 35 established areas by 2035 following the finalizing of establishment processes with respect to governance, management structures, management plans, operational plans, related policies, and programming.

Objective 3b. Develop management plans for ongoing, enhanced, or co-management for up to 35 established areas by 2035 following the finalizing of establishment processes with respect to governance, management structures, management plans, operational plans, related policies, and programming.

Objective 3c. Approved management plans for ongoing, enhanced, or co-management for up to 35 established areas by 2035 following the finalizing of establishment processes with respect to governance, management structures, management plans, operational plans, related policies, and programming.

Objective 4. Work together to secure options and strategies for additional contributions, revenue mechanisms and funding sources to support the sustainability of conservation activities over the long term.

## Targets

Target 1. Indigenous leadership in NWT protected area development and management is advanced through protected and conserved area processes.

Target 2. Protection of NWT lands and waters contributes up to 379,390 km<sup>2</sup> (37.9 million hectares), including incentivizing up to 232,774 km<sup>2</sup> (23.3 million hectares) of new protected and conserved areas that would be tracked and submitted for CPCAD inclusion.

Target 3. Indigenous Partners plan to contribute over 2% of Canada towards Canada's international commitment to conserve 30% of its lands and waters by 2030.

Target 4. Based on the contribution commitments of \$375 million by Canada and the private donors, initial expected results include up to 77,000 km² with a strong likelihood of being added to CPCAD by 2028, equivalent to 6% of the NWT; and initiating work towards advancing up to an additional 50,000 km² to CPCAD by 2035. Together, these areas are equal to 1.25% of Canada.

Target 5. Enhanced and ongoing management or co-management for established protected and conserved areas results in increased capacity, infrastructure, programs, and partnerships in the NWT.

Target 6. Core capacity for stewardship and management of established protected and conserved areas is sustainable over the long term.

# Indigenous Stewardship and Guardians

Indigenous communities, governments, and nations around the world have been actively stewarding and preserving land and water for millennia. Currently, Indigenous Peoples actively manage over 25% of the world's lands, which accounts for 17% of all forest-sequestered carbon dioxide.<sup>17</sup> Globally, 80% of remaining biodiversity exists within Traditional Indigenous Territories.<sup>18</sup> The widespread success of this approach is gaining international attention.

The Partners understand that land protection through legal mechanisms measured by international standards does not tell the whole story of conservation. For such measures to be effective, protected and conserved areas must be in spaces where stewardship and culture are active. For this reason, protected and conserved areas are most effective when paired with active stewardship, like Guardian programs.

Guardian programs steward land, water, and animals, and guide how people interact with them through Indigenous Science and TK. Guardian programs build capacity to help communities and IGs engage with other land users, industry representatives, and governments. The knowledge Guardians gather and share helps strengthen decision-making about what happens on the land and under what conditions; knowledge that in turn supports Nation building. In addition, Guardians actively support the needs of their communities, such as increasing local food security by harvesting for Elders, teaching and mentoring youth on the land, guiding community members on the land, and more. Guardian

<sup>&</sup>lt;sup>17</sup> Garnett et al. (2018). Indigenous managed (or tenured) lands account for approximately 38 million km<sup>2</sup> across 87 countries.

<sup>&</sup>lt;sup>18</sup> Recio & Hestad (2022); Cresswell, Janke, & Hestad (2021).

programs act as a hub through which a wide variety of programs can operate. These activities support community cohesion, culture, mental health and wellness, and generate opportunities for knowledge transfer across generations.<sup>19</sup>

In the North, the small size and remote location of most communities can result in significant capacity challenges. Robust Guardians and stewardship programs create employment opportunities for community members to be trained and to apply their multifaceted skill set within their communities. IGs in the NWT have been establishing Guardian programs to ensure their protected and conserved areas and Traditional Territories are stewarded in a manner that reflects their cultural commitment and relationship with the land.

The results of this work and the contributions Guardians make to their communities are clear. Guardian and Ranger programs in Łutsel K'e, Fort Good Hope, and the Dehcho region are prime examples of the value of this work. A 2016 report<sup>20</sup> showed that investments in these programs generated 2.5 times as much social value, meaning that for every dollar invested, \$2.5 dollars in social value was generated by increasing jobs, training, and other social benefits.

Guardian programs are a priority for many IGs and communities across the NWT. Indigenous aspirations include evolving existing monitoring and research initiatives into more comprehensive programs, and supporting existing and developing new Guardians programs, which will conduct stewardship activities within Indigenous-led protected and conserved areas. Together, these efforts represent an enormous contribution of active stewardship to lands, waters, community and culture.

Goal 2: Indigenous Guardians are supported in perpetuity in being stewards for the land.

# Objectives

Objective 1. Develop up to 11 new Guardian programs by 2035 by initiating on-the-ground activities in the operating area.

<sup>&</sup>lt;sup>19</sup> E.g., see McDonald (2023), pg. 16:" land-based education has a uniquely positive impact for Indigenous self-determination, health and wellness, environmental stewardship, and even reconciliation."

<sup>&</sup>lt;sup>20</sup> Social Ventures Australia (2016).

Objective 2. Support training for Guardians in up to 27 Guardian programs by 2035.

Objective 3. Support ongoing or enhanced management, including administration, operations, programming, monitoring, capital asset (equipment) purchases and related activities of up to 27 established Guardian programs by 2035.

Objective 4. Work together to secure options and strategies for additional contributions, revenue mechanisms and funding sources to support the sustainability of Indigenous stewardship and Guardian activities over the long term.

### **Targets**

Target 1. The number of Guardians and Guardian programs increases.

Target 2. Guardians can conduct their roles on the land safely.

Target 3. Established Guardian programs, Guardians, and program staff can carry out administrative, operational, program, and related duties and meet their goals.

Target 4. Seasonal, youth, part-time, and full-time Guardians positions are secure through sustainable, long-term funding support.

# Community-Based Land Planning

Community-based land planning activities are an important tool for Indigenous-led conservation in the NWT. They provide a clear route for IGs to share their goals for land use and land protection. In doing so, they act as a guide for communities to use to determine the future of their own lands. Additionally, community-based land planning activities can both catalyze and guide the identification and eventual establishment of new protected and conserved areas. Community-based land planning activities also inform the development of regional land use plans (LUPs).

Regional LUPs are developed by Land Use Planning Boards (LUPB) composed of representatives from relevant IGs and the territorial and federal governments. In this way, LUPs are co-governed and reflect the combined interests of partners in creating shared land management decisions.

Regional LUPs are often linked to modern treaty processes but can be started before modern treaties are completed. LUPs normally describe land use zones and contain provisions that generally are binding on regulators and developers that describe how lands

can be used, such as through general use, conservation, heritage conservation, candidate protected area, protected area, and special management zones. In finalized regional LUPs, conservation and heritage conservation zones have been assessed by the GNWT as OECMs and counted under CPCAD. Among other objectives, LUPs are meant to ensure that community values are recognized and respected in land use and provide guidance for where activities can and cannot take place in the landscape.

There is existing support for regional LUP processes and community-based land planning activities are ongoing in the NWT. Many communities have embarked, or wish to embark, on community-based land planning activities to guide development and management of their lands.

# Goal 3: Indigenous communities determine the future of their lands.

# Objectives

Objective 1. Undertake work required to complete up to 4 community-based land planning processes, e.g., identifying and mapping archaeologically important areas, updating Traditional Land Use, harvest, and wildlife studies, by 2035.

Objective 2. Complete up to 4 community-based land planning processes, including drafting, revision, and approval, by 2035.

# **Targets**

Target 1. Regional LUP processes are informed by community-based land planning activities.

Target 2. Potential new areas for protection and conservation are identified as a result of progress on community-based land planning activities.

# Other Conservation-Related Activities

Successful conservation efforts require the protection of intact, biodiverse landscapes. At the same time, successful conservation also requires thriving communities to advocate for, steward, and care for the land. As such, the NWT PFP prioritizes work that supports thriving lands and communities. This support requires targeted funding and a holistic interpretation of community needs (as identified by communities themselves) that focus on local jobs,

programs, and benefits that are directly linked to conservation. In essence, future PFP funding and investments allocated in these areas would serve to dramatically increase the scope of possible conservation successes, for land and people.

Core activities eligible for PFP funding under the term 'other conservation-related activities' include monitoring, climate change research, on-the-land activities, and economic development that aligns with the overarching goals and vision of the PFP. It is important for all Partners to have pathways to engage in conservation-related activities, so support for Partners to engage in these activities in an equitable manner is a guiding principle for the development of the Financial Plan. While some of these activities will be supported through area-based conservation and Guardian programming, others will take place independently, at the community scale. This means that objectives carried out under this goal will be determined by the allocations process designed by the NWT PFP governance bodies or by individual allocations to IGs as described on page five of the Financial Plan.

# Monitoring and Climate Change Research

In the NWT, many Indigenous Peoples consider the land and water to be inextricably linked to animals and people. In this northern context, it is challenging, if not impossible, to separate discussions about individual species from discussions about those species' connected ecosystems and the impacts of pressures on those systems. Indigenous-driven monitoring programs serve to bridge this gap while also prioritizing the interests of communities.

Among the pressures on northern systems, climate change is an immediate and critical concern in the NWT. Changing climate is leading to decreased sea ice coverage<sup>21</sup>, melting permafrost, increased temperatures, and increased wildfire activity.<sup>22</sup> It is also leading to changes in snowpack, snowfall, and erosion of soils and riverbanks.<sup>23,24</sup> Cumulatively, these changes and increased variability have destabilized snow, ice, water, and wildlife systems in ways that impact access to food, culture, and language. These changes have also led to tragedy when land users can no longer rely on their TK of the land to hunt and move about safely. Landscape disturbances caused or exacerbated by climate change are also impacting Indigenous cultural sites.

<sup>&</sup>lt;sup>21</sup> Post et al. (2013); International Panel on Climate Change (2014); World Wildlife Fund (2020).

<sup>&</sup>lt;sup>22</sup> Chapin et al. (2015).

<sup>&</sup>lt;sup>23</sup> Rixen et al. (2022).

<sup>&</sup>lt;sup>24</sup> Cho et al. (2021).

The cumulative impacts of change are deeply affecting the NWT, its biodiversity, and Indigenous Peoples. To meaningfully assess, research, document, and mitigate these impacts will require significant study and effort. The NWT is rich in Indigenous Science and TK, which has grown and developed through thousands of years of living in balance with the land, water, and animals. Indigenous-led monitoring and research programs, which prioritize community interests and bring together Indigenous Science, TK, and western science, represent some of the most effective practices for protecting and conserving biodiversity around the world.

In the context of the NWT PFP, monitoring and climate change research programs are for conservation-related purposes, including programs related to monitoring biodiversity, ecological integrity, and cultural continuity; land and water use activities; and indicators of environmental and cultural change. These programs will be led or co-led by Indigenous communities, ensuring sovereignty over research conducted within their Traditional Territories, and prioritizing the species and climate change impacts of key interest to the local communities.

# On-the-Land, Cultural, and Indigenous Language Activities

Communities across the NWT continue to grapple with the residual and ongoing legacies of colonization, the Residential School System, and intergenerational trauma. Healing from these legacies is a vital part of overall wellness, and healing is strongly connected to land, culture, language, and conservation.

We have many examples of how stewardship has helped people reconnect to land and culture and supported healing in many communities. A 2017 study<sup>25</sup> looking at this relationship found that engaging in river restoration processes was not only healing for the river but led to the repair and transformation of relationships among community members. Similar research has shown that on-the-land, cultural, and language activities benefit Indigenous communities by supporting self-determination since recognition of Indigenous leadership on the land is a crucial part of the healing process.<sup>26</sup>

Programming to support thriving culture is underway in many communities across the territory and these programs are highly connected to other activities. For example, across the NWT, thriving cultural programs can take the form of language revitalization, harvesting, On-the-Land programming, traditional crafts, mental wellness and health programs, and

<sup>&</sup>lt;sup>25</sup> Fox et al. (2017).

<sup>&</sup>lt;sup>26</sup> Richardson (2021).

training and education programming. These connections not only support land and culture but work to meet the needs of community members. Harvesting programs, for example, connect people to traditional skills, knowledge, and land, but also increase food security in the community and contribute to food sovereignty.

Knowledge of language is crucial to understanding the land and taking care of it in a good way. Deep knowledge of the land, in turn, is necessary for the success of conservation and stewardship goals associated with the NWT PFP.

In these ways, conservation of land, culture, and community are joined, and all are necessary for any to occur. Programs that combine all these priorities, such as on-the-land programming, are highly valued and successful in supporting Indigenous cultures to thrive.

# **Economic Development Activities**

The Partners recognize that conservation activities can contribute to and be balanced with economic development. In fact, developing healthy and equitable economies was identified as a key interest by IGs in the visioning stage of the NWT PFP process.

Support for economic development activities via future funding will help to keep community economies healthy so that lands can thrive. This area is broad and encompasses many potential activities including local and regional economic development initiatives for conservation-related purposes, investments in Indigenous harvesting economies, ecotourism, arts and artisanal activities, Indigenous cultural tourism, research economies, ecosystem services including the maintenance of biodiversity and the sequestration of carbon, and related infrastructure, capacity building and training. Prioritizing Indigenous values and laws as guiding principles for economic development will also be a critical component of these activities funded by the NWT PFP.

Goal 4: Achieve a holistic approach to conservation that strengthens connections among culture, language, land, water, and development.

# **Objectives**

Objective 1. IG Partners will lead or be a key partner in on-the-land cultural, healing, and language programs in their communities and/or protected and conserved areas.

Objective 2. IG Partners will lead or be a key partner in monitoring programs for conservation-related purposes, including monitoring biodiversity, ecological integrity, or cultural continuity, in their communities and/or protected and conserved areas.

Objective 3. IG Partners will lead or be a key partner in climate change research, adaptation, impact assessment, and response programs in their communities and/or protected and conserved areas.

Objective 4. IG Partners will lead or be a key partner in economic development programs that align with the goals and spirit of the NWT PFP in their communities and/or protected and conserved areas.

Objective 4. IG Partners will lead or be a key partner in capacity-building training and education programs to support the development of conservation-related activities in their communities and/or protected and conserved areas.

Objective 5. Work together to secure options and strategies for additional contributions, revenue mechanisms and funding sources to support the sustainability of conservation-related activities over the long term.

# Targets

Target 1. IG Partners engage in monitoring and climate change research programs that support conservation-related activities.

Target 2. Indigenous cultures in the NWT thrive through knowledge exchange, healing, language, and being on the land.

Target 3. Economic development is balanced with conservation to support healthy, thriving communities.

Target 4. Conservation-related activities in the NWT are secure through sustainable, long-term funding support.

# **Action Milestones and Timelines**

This plan describes a vision for conservation in the NWT that will support the goals of Partners over the near and long term. As discussed earlier in this document, this plan was developed in an iterative process led by the working group. IG partners identified priority

activities and funding needs through a bilateral survey, the results of which were translated into schedules. The schedules were used to develop the financial model, which led to the Financial Plan. The schedules were also used to create a list of activities and timelines for each activity which formed the basis of the Strategic Plan (see Appendix A). This section collectively describes the milestones and timelines for these activities during the first ten years of the NWT PFP.

This section focuses solely on activities under Goals 1, 2, and 3. Activities included in the core activity category 'other conservation-related activities' are expected to take place at the discretion of IG Partners based on processes defined and evaluated by the governance bodies, e.g., via proposals and subsequent reports. Goal 4 activities are therefore not included in timeline projections.

# Interim Milestones

Milestones are required to measure progress and act to signal the movement of activities from one phase to another. For this reason, the interim milestones developed by the Partners center around the transition points from one stage of an action to another, e.g., moving from the identification and assessment phase of a protected and conserved area to the establishment phase of a protected and conserved area. These milestones have been reflected in the objectives for the priority core activities in this plan and mirror the criteria laid out in the Financial Plan. For example, Objectives 1a and 1b discuss the actions needed as a proposed protected area moves from the identification phase to the beginning of the establishment process.

Table 2. The milestones in this table are used to present the movement of activities under Goals 1, 2, and 3 along anticipated timelines and are the same as those milestones used to guide disbursements in the Financial Plan (see Table 5 in the Financial Plan).<sup>27</sup>

Goal/Activity	Milestones
Goal 1/Core Activity a - the identification	<ul> <li>Public commitment/announcement by</li> </ul>
of Proposed Areas	an Indigenous Partner to advance to
	Establishment subject to the completion
	of a study

<sup>&</sup>lt;sup>27</sup> As described in the Financial Plan: "These Milestones may be revised by the Partners Table or the Governance Committee. Milestones will be developed by the Governance Committee for PFP Core Activities supported through discretionary allocations. All decisions will be made in a manner consistent with 8.6 of the NWT PFP Agreement and with the ongoing collaborative approach to conservation and stewardship in the NWT."

- Completion of a feasibility analysis (ecological, economic or otherwise)
- Programmatic/Financial Report to PFP Body

Goal 1/Core Activity b - The process of establishment of new or expanded:

- i) Protected Areas;
- ii) OECMs;
- iii) IPCAs;

and iv) Proposed Areas with Interim
Protection

Goal 1/Core Activity c - The governance, management and monitoring of existing Proposed Areas with Interim Protection, Protected Areas, Conserved Areas, OECMs, and IPCAs, and areas established during the term of this Agreement

Goal 2/Core Activity d - Indigenous Guardians programs, including operations and activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Conserved Areas, Proposed Areas and IPCAs

Goal 3/Core Activity g - Land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing

- Effective Designation with establishment date / dates for implementation steps)
- Programmatic/Financial Report to PFP Body
- The area meets the criteria for reporting in CPCAD
- Establishment of a management board or body
- Completion and approval of a management plan, including management and monitoring objectives>
- Programmatic/Financial Report to PFP Body
- Initiation of on-the-ground activities in the operating area
- Programmatic/Financial Report to PFP Body
- Initiation of process (Terms of Reference and timeline)
- Programmatic/Financial Report to PFP Body

public land use planning process, where such a process exists.

# **Timelines**

While the overarching goal of the NWT PFP is to achieve sustainability for conservation and related activities into the foreseeable future, the activities described in this plan are meant to be carried out over a ten-year timeline. This section describes this timeline with a focus on Year 1 (when funding starts to flow and activities across all goals begin), Year 5 (the midterm point<sup>28</sup> for the PFP establishment period, and a critical juncture for Partners to assess progress), and Year 8, which provides a window of opportunity for the governance bodies to make changes prior to the next review period at Year 10. Periodic reviews and evaluations of the NWT PFP will continue at least every five years, as described in section 12 of the PFP Agreement.

An important point of context for this section is the relationship between the PFP fund and the jurisdictional processes driving the activities within the Strategic Plan. Namely, while the PFP provides funding for conservation-related activities, it does not, as mentioned earlier in the document, alter jurisdictional processes and decision-making in any way and respects the authorities of each partner. This means that any suggested timelines will be influenced by the external timelines of these other jurisdictional processes and should be viewed as shared timeline goals as opposed to firm deadlines.

\_

<sup>&</sup>lt;sup>28</sup> Sections 11 and 12 of the PFP Agreement describe how the process of the mid-term review will proceed. The governing bodies may recommend changes to timelines and/or evaluation processes at that time.

# Year 1

#### Goal 1

#### Core Activities Included:

- a. Identification of Proposed Areas
- b.i. Establishment of new Protected Areas
- b.ii. Establishment of new OECMs
- b.iii. Establishment of new IPCAs
- b.iv. Establishment of new Proposed Areas with Interim Protection
- c. Management of Established Areas





18 processes to identify new protected and conserved areas begin (Core Activity a; Objectives 1a, 1b)



4 processes to establish protected and conserved areas begin (Core Activity b.i – b.iv; Objective 2)



Ongoing and/or enhanced management of 8 established protected and conserved areas begins (Core Activity c; Objectives 3a, 3b, 3c)

#### Goal 2

#### Core Activities Included:

- d. Indigenous Guardians programs, including activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Conserved Areas, Candidate Areas and IPCAs;
- m. Emergency planning and response for Core Activities supported by the NWT PFP that are additional and supplementary to any existing measures to respond to emergencies or to provide for disaster relief by a PFP Partner, by agreement or as requested by a local authority, including measures for capital asset protection, Guardian response training and coordination.





4 processes to initiate new Guardian programs (planning, hiring, training) begin (Core Activities d, m; Objectives 1, 2)



Ongoing and/or enhanced management of 11 established Guardian programs begins (Core Activities d, m; Objective 3)

#### Goal 3

Core Activities Included:

g. Land use planning [land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing public land use planning process, where such a process exists]





4 community-based land planning activities begin (Core Activity g; Objectives 1, 2)

# Year 5

Year 5 will mark the half-way point of the Strategic Plan. As the NWT PFP governance bodies begin mid-term review processes, it will be essential to compare the actual state of activities to those planned for here. These timelines will offer guidance to the governance bodies so that they can make strategic adjustments to meet obligations over the remainder of the Strategic Plan 10-year timeframe.

#### Goal 1

Core Activities Included:

- a. Identification of Proposed Areas
- b.i. Establishment of new Protected Areas

- b.ii. Establishment of new OECMs
- b.iii. Establishment of new IPCAs
- b.iv. Establishment of new Proposed Areas with Interim Protection
- c. Management of Established Areas

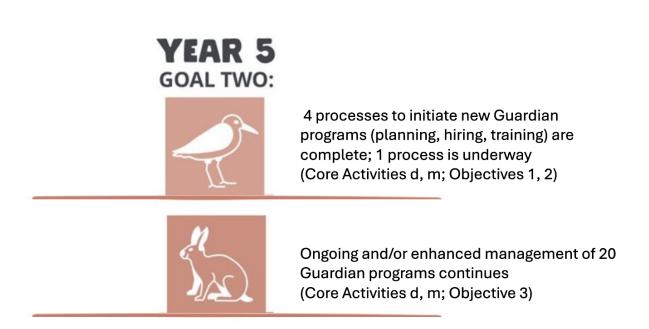


#### Goal 2

#### Core Activities Included:

d. Indigenous Guardians programs, including activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Conserved Areas, Candidate Areas and IPCAs;

m. Emergency planning and response for Core Activities supported by the NWT PFP that are additional and supplementary to any existing measures to respond to emergencies or to provide for disaster relief by a PFP Partner, by agreement or as requested by a local authority, including measures for capital asset protection, Guardian response training and coordination.



#### Goal 3

Core Activities Included:

g. Land use planning [land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing public land use planning process, where such a process exists]





4 community-based land planning activities are completed; Review of 1 community-based land plan is underway (Core Activity g; Objectives 1, 2)

# Year 8

Year 8 is also a significant year for the NWT PFP. It offers an opportunity for the governance bodies to examine progress relative to any changes made in Year 5 during the mid-term review, and adjust goals and activities based on securing additional or long-term funding. Objectives accomplished to this point will provide another opportunity to make additional changes in preparation for Year 10, as well as to showcase success to potential new partners and funders.

#### Goal 1

#### Core Activities Included:

- a. Identification of Proposed Areas
- b.i. Establishment of new Protected Areas
- b.ii. Establishment of new OECMs
- b.iii. Establishment of new IPCAs
- b.iv. Establishment of new Proposed Areas with Interim Protection
- c. Management of Established Areas



#### Goal 2

#### Core Activities Included:

- d. Indigenous Guardians programs, including activities for the training, recruitment, advancement and retention of Guardians and other individuals involved in Guardians programs, within and outside of Protected Areas, Conserved Areas, Candidate Areas and IPCAs;
- m. Emergency planning and response for Core Activities supported by the NWT PFP that are additional and supplementary to any existing measures to respond to emergencies or to provide for disaster relief by a PFP Partner, by agreement or as requested by a local authority, including measures for capital asset protection, Guardian response training and coordination.

YEAR 8
GOAL TWO:

5 processes to initiate new Guardian programs (planning, hiring, training) are complete (Core Activities d, m; Objectives 1, 2)



Ongoing and/or enhanced management of 27 Guardian programs continues (Core Activities d, m; Objective 3)



#### Goal 3

#### Core Activities Included:

g. Land use planning [land use planning that respects and incorporates the culture, values, knowledge, and perspectives of Indigenous Partners, as well as community-based land planning activities to inform the participation of Indigenous communities in decision making related to the conservation, development, management and use of land, water and resources. Planning and activities will be compatible, consistent with, and complementary to, any existing public land use planning process, where such a process exists]

# YEAR 8 GOAL THREE:

Review of 2 community-based land planning activities is complete; Review of 2 community-based land planning activities is underway (Core Activity g; Objectives 1, 2)



# Monitoring Progress and Measuring Success

Learning from and adapting processes as the project moves forward is a critical part of the NWT PFP. This helps Partners (and others) learn about what works and what doesn't and make changes to the process to address issues. Equally important, evaluating success generates evidence that can support the principles and processes underlying this work. In doing so, the successes pave the way for others and help make the case for supporting Indigenous-led conservation activities in other communities around the world.

The holistic nature of relationships between people, land, and culture in the NWT is discussed earlier in this document. There is a need to retain that same holistic approach to evaluation in both the methods used to gather information and the types of information gathered. Specifically, Partners need to strike a good balance between ensuring accountability to each other and honouring the autonomy of IGs. Indigenous approaches to evaluation are increasingly recognized as a way to accomplish this.<sup>29</sup> As noted by Bremner et al. (2020), these approaches "provide insight into mechanisms and processes that are meaningful for individual and collective healing, health, and wellness, and that make space for stories that share the complexities of transformation and innovation – rather than a linear reporting of outcomes." Examples of these approaches include developing shared principles for guiding the evaluation or assessment, participatory approaches to situational

38

<sup>&</sup>lt;sup>29</sup> Shepherd & Graham (2020).

analysis (e.g., strengths, weaknesses, opportunities, challenges/threats), community needs analysis, and multi-scale program logic model analysis.<sup>30</sup>

The type of information gathered during an evaluation process matters as much as the approach used to gather it. More and more, Indigenous-led processes are supported in demonstrating success using measurements that provide a well-rounded view of actions, as opposed to individual numeric measurements alone. The social return on investment (SROI) is one of numerous potential examples of such holistic indices.

The SROI is an index that calculates contributions from multiple indicators to account for the holistic nature of the work. For example, Guardians programs benefit communities in more ways than just providing jobs and income (common success metrics). They contribute to wellbeing, food security, cultural revitalization, and more. These contributions can ripple outwards in society too: as wellbeing increases in communities, we see reductions in addictions, family violence and so on. This means that metrics able to account for wideranging, multi-scale benefits provide more genuine evaluation of program success.

# Identifying a Critical Risk During Evaluation

This section does not dictate methods to be used for evaluation and performance assessments. Rather, a critical risk is discussed here to guide the governing bodies in their decision making regarding evaluation processes to ensure that future evaluation is responsive to the holistic and multifaceted activities and outcomes of the NWT PFP.

# Measuring Success Against Co-Benefits and Targets

Typically, evaluation processes measure success against goals and/or objectives that are specific, time-bound, and measurable. In this Strategic Plan, the objectives that fit these criteria are oriented towards activities, but not towards outcomes beyond what Partners could commit to within the first ten years of the PFP. For example, while development of Guardian programs will lead to new jobs, increased income, opportunities for youth, stronger cultural ties, etc., it wasn't feasible to commit Partners to these anticipated outcomes in the Strategic Plan. Yet, as discussed in the beginning of this section, the benefits of these activities will be far wider than the activities themselves. Thus, there is a risk that future evaluators measuring success and outcomes solely based on the Strategic Plan objectives will fail to account for the more important benefits generated by NWT PFP activities.

<sup>&</sup>lt;sup>30</sup> For examples, see Future Cities (2022).

The targets presented with each goal can support evaluators by providing additional context on areas of interest for progress reporting. These targets will provide a more-well-rounded perspective for evaluation than objectives alone. To support future evaluators in further managing this significant risk, we have provided a preliminary list of co-benefits of PFP activities, and a potential list of Key Performance Indicators (see Appendix B). Should the governance bodies seek an external, independent evaluator to conduct evaluation and performance measurement processes, this caveat can help evaluators avoid this pitfall, and these tables can provide a starting point for identifying additional evaluation measures in a holistic evaluation process.

# Conclusion: Conservation For the Future

Securing the vision set out in the NWT PFP will transform the NWT and will act as an example of Indigenous leadership and partnership in conservation for the world. The NWT PFP will reconnect people to their lands, their culture, and in doing so can truly save lives. By combining land and freshwater protections with active stewardship and management rooted in traditional ways and values, we will pave the way forward for meaningful conservation successes, cultural revitalization, and climate change adaptation. Through this work, we can contribute to stopping declining trends in populations of species at risk. We will build capacity in communities across the territory and develop sustainable and diverse economies that face forward into the future. Through the NWT PFP, we will ensure our lands, communities, cultures, and languages thrive forever.

# References

Bremner. L.K., Johnston, A.L.K., Rowe, G., Sasakamoose, J.-L. (2020). Exploring Indigenous Approaches to Evaluation and Research in the Context of Victim Services and Supports. Reproduction of an official work, published by but not in affiliation with the Department of Justice, Government of Canada. Ottawa, ON. 73pp. Available from: <a href="https://www.justice.gc.ca/eng/rp-pr/jr/eiaer-eaame/docs/rsd\_rr2020-indigenous-approaches-to-evaluation-and-research-eng.pdf">https://www.justice.gc.ca/eng/rp-pr/jr/eiaer-eaame/docs/rsd\_rr2020-indigenous-approaches-to-evaluation-and-research-eng.pdf</a>. Last accessed: April 17th, 2024.

Carlucci, D. (2010). Evaluating and selecting key performance indicators: an ANP-based model. Measuring business excellence, 14(2), 66-76.

Chapin III, F. S., Sommerkorn, M., Robards, M. D., & Hillmer-Pegram, K. (2015). Ecosystem stewardship: A resilience framework for arctic conservation. Global environmental change, 34, 207-217.

Cho, E., McCrary, R. R., & Jacobs, J. M. (2021). Future changes in snowpack, snowmelt, and runoff potential extremes over North America. Geophysical Research Letters, 48(22), e2021GL094985.

Cresswell, I.D., Janke, T. & Johnston, E.L. (2021). Australia state of the environment 2021: overview, independent report to the Australian Government Minister for the Environment, Commonwealth of Australia. Canberra, ACT. DOI: 10.26194/f1rh-7r05.

Dehcho Land Use Planning Committee. (Draft, 2016). NDÉH TS'EDÎÎCHÁ: Dehcho Ndéh T'áh Ats'et'î K'eh Eghálats'ênda. RESPECT FOR THE LAND: The Dehcho Land Use Plan. Fort Providence, NT. 126pp.

Environment and Climate Change Canada. ECCC Department Plan. (2023 – 2024). Environment and Climate Change Canada, Gatineau, QC. ISN: 237-7874. 78pp. Available at: <a href="https://www.canada.ca/en/environment-climate-">https://www.canada.ca/en/environment-climate-</a>

change/corporate/transparency/priorities-management/departmental-plans/2023-2024.html.

Fox, C. A., Reo, N. J., Turner, D. A., Cook, J., Dituri, F., Fessell, B., ... & Wilson, M. (2017). "The river is us; the river is in our veins": re-defining river restoration in three Indigenous communities. Sustainability Science, 12(4), 521-533.

Future Cities. (2022). Indigenous Approaches to Program Evaluation. Available from: <a href="https://futurecitiescanada.ca/portal/wp-content/uploads/sites/2/2022/02/fcc-civic-indigenous-approaches1.pdf">https://futurecitiescanada.ca/portal/wp-content/uploads/sites/2/2022/02/fcc-civic-indigenous-approaches1.pdf</a>. 11pp. Last accessed: April 17th, 2024.

Garnett, S. T., Burgess, N. D., Fa, J. E., Fernández-Llamazares, Á., Molnár, Z., Robinson, C. J., ... & Leiper, I. (2018). A spatial overview of the global importance of Indigenous lands for conservation. Nature Sustainability, 1(7), 369-374.

Government of the Northwest Territories. (2023). Healthy Land, Healthy People. Government of the Northwest Territories Priorities for the Territorial Conservation Network, 2023 – 2028. Government of the Northwest Territories. Yellowknife, NT. 30 pp.

Gwich'in Land Use Planning Board. (2003). Nanh Geenjit Gwitr'it T'igwaa'in: Working for the Land. Gwich'in Land Use Plan. Gwich'in Land Use Planning Board, Inuvik, NT. 170pp.

Kurz, W. A., Shaw, C. H., Boisvenue, C., Stinson, G., Metsaranta, J., Leckie, D., ... & Neilson, E. T. (2013). Carbon in Canada's boreal forest—a synthesis. Environmental Reviews, 21(4), 260-292.

Lavy, S., Garcia, J. A., & Dixit, M. K. (2010). Establishment of KPIs for facility performance measurement: review of literature. Facilities, 28(9/10), 440-464.

McDonald, M. (2023). Indigenous land-based education in theory and practice. H. King (Ed.). Yellowhead Institute, Toronto Metropolitan University. Toronto, ON. 23 pp.

Post, E., Bhatt, U. S., Bitz, C. M., Brodie, J. F., Fulton, T. L., Hebblewhite, M., ... & Walker, D. A. (2013). Ecological consequences of sea-ice decline. Science, 341(6145), 519-524.

Recio, E., & Hestad, D. (April 2022). Indigenous Peoples: Defending Environment for All. International Institute for Sustainable Development. Policy Brief #36. 10pp. Available at: https://www.iisd.org/articles/deep-dive/indigenous-peoples-defending-environment-all.

Richardson, M. (2021). The business case for a national First Nations Guardians network. National Consortium for Indigenous Economic Development. Indigenous Leadership Initiative, University of Victoria. Victoria, B.C. 23pp.

Rixen, C., Høye, T. T., Macek, P., Aerts, R., Alatalo, J. M., Anderson, J. T., ... & Zong, S. (2022). Winters are changing: snow effects on Arctic and alpine tundra ecosystems. Arctic Science, 8(3), 572-608.

Sahtú Land Use Plan. (2013). Sahtú Land Use Planning Board, Fort Good Hope, NT. 183pp.

Schuster, R., Germain, R. R., Bennett, J. R., Reo, N. J., & Arcese, P. (2019). Vertebrate biodiversity on indigenous-managed lands in Australia, Brazil, and Canada equals that in protected areas. Environmental Science & Policy, 101, 1-6.

Shepherd, R. P., & Graham, K. A. (2020). Evaluation in Indigenous contexts: An introduction to practice. Canadian Journal of Program Evaluation, 34(3), 391-399.

Social Ventures Australia. (2016). Analysis of the Current and Future Value of Indigenous Guardian Work in Canada's Northwest Territories. Social Ventures Australia Consulting. Sydney, NSW. 53 pp.

Tłıchǫ Government. (2012). Tłįchǫ Wenek'e. Tlįchǫ Land Use Plan. Tłıchǫ Government, Behchokǫ, NT. 66pp.

Wells, J. V., Dawson, N., Culver, N., Reid, F. A., & Morgan Siegers, S. (2020). The state of conservation in North America's boreal forest: issues and opportunities. Frontiers in Forests and Global Change, 3, 90.

Working Group on General Status of NWT Species. (2016). NWT Species 2016-2020 – General Status Ranks of Wild Species in the Northwest Territories, Department of Environment and Natural Resources, Government of the Northwest Territories, Yellowknife, NT. 304 pp.

# **Appendices**

Appendix A. Table of Anticipated Activities and Anticipated Timelines for the First 10 Years of the NWT PFP (as advanced by the Indigenous Partners and subject to decision-making processes).

# **Area-Based Conservation**

Activity	Lead Partner or Co-Management Team	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Edéhzhie Protected Area	Dehcho First Nations, Deh Gah Got'ie FN, Jean Marie River FN, Ka'a'gee Tu FN, ŁíídlĮĮ Kų́ę́ FN, Pehdzeh Ki FN				Oı	ngoing or Enh	nanced Man	agement			
IPCA for Remainder of Délįnę District	Délįnę Got'įnę Government	Establishment Ongoing or Enhanced Management									
Saoyú-?ehdacho National Historic Site	Délįnę Got'įnę Government				Oı	ngoing or Enh	nanced Man	agement			
Tsá Tué/Great Bear Lake OECM	Délįnę Got'įnę Government	Establ	ishment			Or	ngoing or En	hanced Mana	igement		
Slave River Delta and Taltson River Area IPCA	Deninu Kue First Nation, Fort Resolution Métis Government	Anticipa	ated Externa	al Funding		Ong	going or Enha	anced Manag	ement		
Ts'udé Nilįné Tuyeta Protected Area	Fort Good Hope Dene and Métis				Oı	ngoing or Enh	nanced Man	agement			

Peel River Watershed	Gwich'in Tribal Council	Identification		Establishment	Ongoing or Enhanced Management		
Gwich'in Conservation and Heritage Conservation Zones	Gwich'in Tribal Council	Ongoing or Enhanced Management					
Teetshık goghaa, Tsiigehnjik (Arctic Red River)	Gwich'in Tribal Council	Identification		Establishment	Ongoing or Enhanced Management		
Sheep Lambing Grounds Protected Area	Gwich'in Tribal Council	Identification		Establishment	Ongoing or Enhanced Management		
Arctic Char Spawning Grounds Protected Area	Gwich'in Tribal Council	Identification		Identification		Establishment	Ongoing or Enhanced Management
Łue Túé Sųláı (Five Fish Lakes) Protected Area	Jean Marie River First Nation	Anticipated External Funding Ongoing or Enhanced Management					
Ka'a'gee Tu Protected Area	Ka'a'gee Tu First Nation	Anticipated External Funding		Ongoing or Enhanced Ma	nagement		
Ejié Túé Ndáde (Buffalo Lakes and Trails) Protected Area	Katłodeeche First Nation	Anticipated External Funding/Ongoing or Enhanced Management		Ongoing or Enhanced Ma	nagement		
Great Slave Lake National Marine Conservation Area	Łútsël K'é Dene First Nation	Identification		Establishment	Ongoing or Enhanced Management		
Thaidene Nëné National Park Reserve, Wildlife Area, Conservation Area, and Territorial Protected Area	Łútsël K'é Dene First Nation, NWT Métis Nation, North Slave Métis Alliance, Yellowknives Dene First Nation			Ongoing or Enhanced Management			
Nah?ą Dehé IPCA	Nahʔą Dehé Dene Band	Identification		Identification		Establishment	Ongoing or Enhanced Management
Pehdzeh Ki Ndeh IPCA	Pehdzeh Ki First Nation	Identification		Establishment	Ongoing or Enhanced Management		

Sambaa K'e Protected Area	Sambaa K'e First Nation	Anticipated External  Funding  Ongoing or Enhanced Management					
Ttheba yághe nué (Islands in the Rapids)	Smith's Landing First Nation	Identification		Establishment		Ongoing or Enhanced N	1anagement
Doi T'oh Territorial Park and Canol Heritage Trail	Tłegóhłį Got'įnę Government with District Partners	Identificatio	on	Esta	blishment	Ongoing or Enhanced N	1anagement
Dınàgà Wek'èhodì Protected Area	Tłįchǫ Government, North Slave Métis Alliance, NWT Métis Nation, Yellowknives Dene First Nation	Establishment Ongoing or En			Ongoing or Enhanced Ma	nagement	
Hozìı Ekwộ Protected Area	Tłįchǫ Government	Identificatio	n	Establish	ment	Ongoing or Enhanced Mana	gement
Nailii - Whatí Falls Cultural Heritage Area	Tłįchǫ Government	Establishment Ongoing or Enhanced Management			nagement		
Todzi Protected Area	Tłįchǫ Government	Identification	on	Esta	blishment	Ongoing or Enhanced N	1anagement
Wenek'e Protection Zones	Tłįchǫ Government	Ongoing or Enhanced Management					
Ezǫdzìtì - Tłįchǫ Herıtage Area	Tłįchǫ Government			Ongoing or E	Inhanced Management		
Wehexlaxodıale - Tłįchǫ Wenek'e Land Use Exclusion Zone	Tłįchǫ Government			Ongoing or E	nhanced Management		
Kelly/Willow/Lennie/ Mahoney Lake IPCA	Tulit'a Dene and Métis	Identificatio n	Establishme	nt	Ongoing or E	nhanced Management	
Nío Nę P'ęnę́ IPCA	Tulit'a Dene and Métis	Ident	ification		Establishment	Ongoing or Enhanced N	1anagement
Edàala (White Beach Point) Protected Area	Yellowknives Dene First Nation	Identification		Establishment		Ongoing or Enhanced Management	
Nǫdıhatı (MacKay Lake) Protected Area	Yellowknives Dene First Nation	Identification Est		Esta	blishment	Ongoing or Enhanced N	1anagement
11 sites for IPCA Establishment	Yellowknives Dene First Nation		Identification		Esta	blishment	Ongoing or Enhanced Management

Wiìliìdeh (Yellowknife River) Protected Area	Yellowknives Dene First Nation	Identification	Establishment	Ongoing or Enhanced Management
Tı Ndeè (Great Slave Lake)	Yellowknives Dene First Nation	Identification	Establishment	Ongoing or Enhanced Management

Indigenous Stewardship and Guardians

0		•				
Liard River Valley Guardians	Acho Dene Koe First Nation		Ongoing Program Support			
Edéhzhie Guardians	Dehcho First Nations, Deh Gah Got'ie FN, Jean Marie River FN, Ka'a'gee Tu FN, ŁíídlĮĮ Kų́ę́ FN, Pehdzeh Ki FN	Ongoing Program Support				
Dehcho K'ehodi (Guardians + AAROM Programs)	Dehcho First Nations	Ongoing Program Support				
Sahtu K'aowe Climate Change Program - Phase I, II	Délįnę Got'įnę Government	Program  Establishment  Ongoing Program Support				
Sahtú K'aǫwe Indigenous Guardians	Délįnę Got'įnę Government		Ongoing Program Support			
Deninu Kue Guardians Program	Deninu Kue First Nation	Anticipated External Funding	Ongoing Program Support			
FRMG Guardians Program	Fort Resolution Métis Government	Anticipated External Funding	Ongoing Program Support			
K'áhshó Got'įnę Guardians	Fort Good Hope Dene and Métis		Ongoing Program Support			
Gwich'in Guardians & Monitoring Program	Gwich'in Tribal Council		Ongoing Program Support			

Jean Marie River Guardians Program	Jean Marie River First Nation	Anticipated External Funding Ongoing Program Support				
Ka'a'gee Tu Protected Area Guardians	Ka'a'gee Tu First Nation	Anticipated External Funding Ongoing Program Support				
Nahendeh Kehotsendi Guardians	Katłodeeche First Nation	Ongoing Program Support				
Ni hat'ni Dene Guardians Program	Łútsël K'é Dene First Nation		Ongoing Program Support			
Nah?ą Dehé K'ehodi Guardian Program	Nah?ą Dehé Dene Band			Ongoing Program Support		
NSMA Guardians Program	North Slave Métis Alliance		Ongoing Program Support			
South Slave Métis Guardians Program	NWT Métis Nation		Ongoing Program Support			
Pehdzeh Ki Ndeh Guardians Program	Pehdzeh Ki First Nation			Ongoing Program Support		
Sambaa K'e Protected Area Guardians	Sambaa K'e First Nation	Anticipated External Funding	Ongoing Progra	am Support		
SLFN Land and Water Guardians	Smith's Landing First Nation			Ongoing Program Support		
Norman Wells Guardians Program	Tłegóhłį Got'įnę Government			Ongoing Program Support		
Dınàgà Wek'èhodì Guardians	Tłįchǫ Government	Program Establishment	Ongoing Progr	am Support		
Nailii - Whatí Falls Cultural Heritage Area Guardians	Tłįchǫ Government	Program Establishment	Ongoing Progra	am Support		
Todzi Protected Area Guardians Program	Tłįchǫ Government			Ongoing Program Support		
Wenek'e Protected Zones Guardians	Tłįchǫ Government	Program Establishment	Ongoing Progr	am Support		
Ekwò Nàxoèhdee K'è Guardian program	Tłįchǫ Government		Program Establishment	Ongoing Program Support		

Tulit'a Guardians	Tulit'a Dene and Métis	Ongoing Program Support
YKDFN Stewardship + Guardians Program	Yellowknives Dene First Nation	Ongoing Program Support

# Community-Based Land Planning

	•						
Community-Based Land Planning	Acho Dene Koe First Nation	Planning		Review			
Community-Based	North Slave Métis	Planning	Adjusted	roviovanho	oo for one	going support	
Land Planning	Alliance	Flailling	Adjusted	review pria	Se for one	going support	
Community-Based	West Point First	Planning			Review		
Land Planning	Nation	Flailling			neview		
Community-Based	Yellowknives Dene	Planning				Review	
Land Planning	First Nation	Flailling				neview	

# Appendix B. Preliminary Tables of Potential Co-Benefits and Potential Key Performance Indicators.

# Potential Co-Benefits

Co-benefits are benefits arising from the PFP activities that are either indirect or not otherwise accounted for in the targets and objectives. Table i below provides a list of potential co-benefits that have been identified for each goal.

Table 1. Identified co-benefits of the NWT PFP activities organized by likely associated goal number. Potential co-benefits that could result from all activities or could apply to any goal are included as 'All'.

All .	
Associated Goal	Potential Co-Benefits
1	Positive impacts on at-risk populations of plants and wildlife
1	Positive impacts on ecosystem services
1	Increased number of completed management plans and improved management for protected and conserved areas
1	Increased infrastructure to support access to protected and conserved areas
1	Increased management and protections for sacred sites and spaces
2	Increased voluntary compliance (more eyes and ears on the ground leads to voluntary adoption of social norms and traditional laws) in protected and conserved areas
2	Guardian positions become more stable and permanent
2	More Guardians on the land leads to increased food security
2	Length of tenure for Guardians increases
2	(via support for emergency response training) Reductions in infrastructure losses due to wildfire/fire smarting
2	(via support for emergency response training) Increase in successful rescues by Guardians
2	(via support for emergency response training) Guardians and community members experience less stress and trauma during emergency situations and rescues
3	Communities feel better represented in LUP discussions at the regional level through community-based land planning activities
3	Regional LUPs are better informed by community land planning processes
4	More people engage with healing and wellness programming.
4	More people engage with land, language, and culture.
4	More knowledge is preserved for future generations.
4	There are more avenues for culturally appropriate healing, wellness, and addictions programming
4	Increases in the number of Indigenous language speakers

4	Increases in data availability to support decision-making
2,4	Knowledge of traditional skills and craft increases
All, or 2-4	Increases in community capacity
All	Increased connection to land and culture
All	Increased recognition of Indigenous leadership in conservation and stewardship
All	Increased data gathering, and consistency in data gathering, across the NWT

# Potential Key Performance Indicators

Key Performance Indicators are the most important measurements used to evaluate the success of a project or process. This means that KPIs are those measurements Partners feel are most important to track and analyze. KPIs are typically numeric, but only by tradition. It is possible to use more holistic indicators as KPIs, and in fact, achieving a balance between qualitative and quantitative KPIs can lead to better outcomes in evaluation. Table ii below offers a preliminary list of potential KPIs.

Table 2. Table of Key Performance Indicators that could be assessed during evaluation.

Potential Key Performance Indicator
-------------------------------------

Employment (increases in full-, part-time, or seasonal jobs)

Area conserved (km²; increases)

National % of land and freshwater eligible for reporting to CPCAD (increases to percentage)

Income (increases in average income in NWT communities, including and excluding Yellowknife)

Number of Guardians (increases)

Number of Guardians programs (increases)

Number of emergency responders (wildfire; increases)

Number of Indigenous-owned and operated businesses (increases)

Protected Area Management Effectiveness (high; using a -PAME or similar, more suitable tool)

NWT ecoregions protected (increases in number or relative percentages of ecoregions represented in the NWT conservation network)

Number of language learners (e.g., attended programs; increases)

Social Impact Value (using an SROI approach)

51

<sup>&</sup>lt;sup>31</sup> E.g., Lavy *et al.* (2010).

<sup>&</sup>lt;sup>32</sup> E.g., Carlucci (2010).