

Inuvialuit Self-Government Negotiations

Agreement-in-Principle

**INUVIALUIT SELF-GOVERNMENT
AGREEMENT-IN-PRINCIPLE**

among

THE INUVIALUIT,
as represented by
THE INUVIALUIT REGIONAL CORPORATION

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

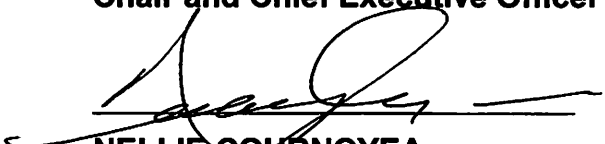
and

THE GOVERNMENT OF CANADA

INUVIALUIT SELF-GOVERNMENT AGREEMENT-IN-PRINCIPLE

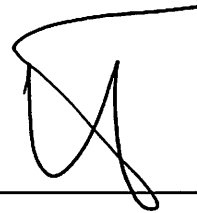
Signed in Inuvik, Northwest Territories, this 21st day of July, 2015, signifying approval of this Agreement-in-Principle, which, in accordance with its section 2.2.2, shall form the basis for concluding the final Inuvialuit Self-Government Agreement for the Western Arctic Region.

Signed on behalf of the
Inuvialuit Regional Corporation
as represented by the
Chair and Chief Executive Officer

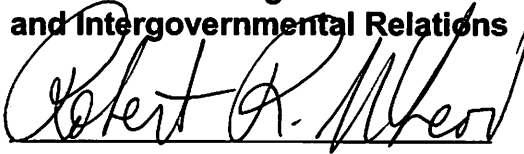


NELLIE COURNOYEA

Witness:

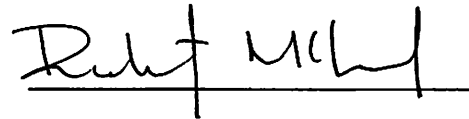


Signed on behalf of the
Government of the Northwest Territories
as represented by the
**Minister of Aboriginal Affairs
and Intergovernmental Relations**




THE HONOURABLE ROBERT R. McLEOD

Witness:



Signed on behalf of
Her Majesty the Queen in Right of Canada
as represented by the
**Minister of Indian Affairs and Northern
Development and Federal Interlocutor for
Métis and Non-Status Indians**



THE HONOURABLE BERNARD VALCOURT

Witness:



PREAMBLE

WHEREAS the Inuvialuit have lived in the Inuvialuit Settlement Region in accordance with their culture, customs, traditions and practices;

and WHEREAS in 1984, based upon Inuvialuit traditional use and occupation of the Inuvialuit Settlement Region, the Inuvialuit and Canada entered into the Inuvialuit Final Agreement, which is a land claims agreement under section 35 of the *Constitution Act, 1982*;

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

and WHEREAS the Inuvialuit have not entered into a self-government agreement with Canada or the Government of the Northwest Territories;

and WHEREAS, at the request of the Inuvialuit, Canada and the Government of the Northwest Territories have agreed to negotiate a self-government agreement as a practical means to implement the inherent right of self-government for the Inuvialuit;

and WHEREAS the Parties have concluded this Agreement-in-Principle which will form the basis of a final self-government agreement for the Inuvialuit;

NOW THEREFORE the Parties agree as follows:

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CHAPTER 1 – DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In the Agreement, unless otherwise provided:

“**Adult Education**” means the education of adults who are not students in Kindergarten to Grade 12;

“**Agreement**” means the final Inuvialuit Self-Government Agreement;

“**Anniversary Date**” means the day that is 15 years after the Effective Date and every 10 years thereafter;

“**Asset**” means an asset transferred to the Inuvialuit Government under the Agreement;

“**Canada**” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

“**Child**” means an individual who has not yet attained the age of majority in the Northwest Territories under Territorial Law;

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

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

“**Client**” means an Inuvialuk who has applied for or is receiving Income Assistance;

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

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

- (a) the provision, to the Party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that Party to prepare its views on the matter;

- (b) if requested by a Party, provision of sufficient information in respect of the matter to permit the Party to prepare its views on the matter;
- (c) the provision of a reasonable period of time in which the Party to be consulted may prepare its views on the matter, and provision of the opportunity to present such views to the Party obliged to consult; and
- (d) full and fair consideration by the Party obliged to consult of any views presented;

“Correctional Services” means services provided to administer sanctions pursuant to Inuvialuit Laws;

“Councillor” means a member of the Inuvialuit Council;

“Disputant” means a Party that is described in section 26.2.3 or that gives notice under section 26.2.4;

“Dispute” means a dispute to which Chapter 26 — Dispute Resolution applies and for which a Party has invoked the dispute resolution process pursuant to section 26.2.1;

“Effective Date” means the date the Agreement comes into effect in accordance with Part 28.13;

“Enforcement Officer” means an individual appointed by the Inuvialuit Government under Inuvialuit Law to enforce Inuvialuit Laws;

“Federal Law” includes a federal statute, regulation, ordinance, and Order-in-Council;

“Government” means the Government of Canada or the Government of the Northwest Territories or both, depending upon which government or governments have responsibility for the matter in question;

“Guardian” is a person who has been appointed to make or assist in making decisions on behalf of an individual in matters relating to that individual’s personal care and well-being;

“IFA” means the Inuvialuit Final Agreement;

“IFA Settlement Legislation” has the same meaning as “Settlement Legislation” in the IFA;

“Implementation Committee” means the committee established pursuant to Chapter 25 — Implementation;

“Implementation Plan” means the implementation plan prepared pursuant to section 25.2.1;

“Income Assistance” means any form of aid, monetary or otherwise, other than Social Housing, that is provided to assist individuals and families in need;

“Initialling Date” means the date the Chief Negotiators initial the Agreement;

“Intellectual Property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders’ rights;

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

“Inuvialuit” means more than one Inuvialuk, except as indicated in section 1.2.7;

“Inuvialuit Community” means Aklavik, Inuvik, Paulatuk, Sachs Harbour, Tuktoyaktuk or Ulukhaktok;

“Inuvialuit Constitution” means the constitution of the Inuvialuit approved in accordance with Chapter 3 — Inuvialuit Government;

“Inuvialuit Council” means the law-making body of the Inuvialuit Government established pursuant to the Inuvialuit Constitution;

“Inuvialuit Government” means the government of the Inuvialuit described in Chapter 3 — Inuvialuit Government;

“Inuvialuit Healer” means a practitioner of traditional Inuvialuit medicine;

“Inuvialuit Institution” means a body, board, commission or other entity established by the Inuvialuit Government;

“Inuvialuit Lands” means the lands held in fee simple by the Inuvialuit pursuant to sections 7(1)(a) and 7(1)(b) of the IFA;

“Inuvialuit Law” means a law enacted by the Inuvialuit Government, and includes subordinate legislation made under the Inuvialuit Law;

“Inuvialuit Settlement Region” means that portion of the Northwest Territories, Yukon Territory and adjacent offshore area shown as Annex A and described in Annex A-1 of the IFA;

“Inuvialuk” means:

- (a) an individual who is a beneficiary of the IFA;
- (b) an individual who is eligible to be a beneficiary of the IFA and is not enrolled in another land claim agreement;

- (c) an individual who is a child of a beneficiary, is under the age of 18 years, is eligible to be a beneficiary of the IFA upon reaching the age of 18 years and is not enrolled in another land claim agreement; or
- (d) an individual who is a child of an individual who is eligible to become a beneficiary of the IFA upon reaching the age of 18 years and is not enrolled in another land claim agreement;

“Inuvialuktun” means the language of the Inuvialuit and includes the Siglit, Uummarmiut and Kangiryuarmuit (“Inuinnaqtun”) dialects;

“Justice of the Peace” means a justice of the peace appointed under the *Justices of the Peace Act*;

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

“Legal Aid” means a program providing access to legal services by a lawyer qualified to practice law in the Northwest Territories or a student-at-law qualified as a student-at-law in the Northwest Territories;

“Party” means:

- (a) prior to the Effective Date, each of the Inuvialuit Regional Corporation, Canada and the Government of the Northwest Territories; and
- (b) on and after the Effective Date, each of the Inuvialuit Government, Canada and the Government of the Northwest Territories;

“Pre-school Child” means an individual who is not older than 6 years at the beginning of the school year and is not enrolled in school;

“Restitution” means a monetary payment not exceeding the loss suffered by the victim as a result of a violation of an Inuvialuit Law;

“Signing Date” means the date the designates from the Inuvialuit, the Government of the Northwest Territories and Canada sign the Agreement;

“Social Housing” means housing programs for individuals and families in need of housing assistance;

“Student Support Services” means assistance provided in the form of a grant, loan, or scholarship, and counselling and administrative services, for students accessing post-secondary programs including continuing education programs;

“Territorial Court” means the court established pursuant to the *Territorial Court Act*;

“**Territorial Law**” includes a territorial statute, regulation, ordinance and Order-in-Council;

“**Training**” means practical and theoretical learning focussed on developing skills for employment;

“**Trustee**” is a person who has been appointed to make decisions on behalf of an individual in matters relating to that that individual’s real or personal property; and

“**Western Arctic Region**” means:

- (a) that portion of the Inuvialuit Settlement Region other than the Yukon Territory; and
- (b) any lands within the community boundaries of the Hamlet of Aklavik and Town of Inuvik that are not within the Inuvialuit Settlement Region.

1.2 INTERPRETATION

1.2.1 In the Agreement:

- (a) the use of the word “will” or “shall” denotes an obligation that, unless the Agreement provides to the contrary, must be carried out as soon as reasonably practicable after the Effective Date or the event that gives rise to the obligation;
- (b) the words “otherwise provided” mean “otherwise expressly provided”;
- (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 a different meaning is clear from the context;
- (d) chapter titles, headings and subheadings are for convenience only and in no way affect the scope or meaning of any provision of the Agreement;
- (e) the use of the singular includes the plural, and the use of the plural includes the singular, unless a different meaning is clear from the context;
- (f) capitalized words or phrases shall have the meanings assigned to them in the Agreement;
- (g) “may” is to be construed as permissive, and “may not” is to be construed as disempowering;
- (h) “and” is used in its joint sense, meaning A and B but not either A or B alone; and

- (i) “or” is used in its inclusive sense, meaning A or B or both A and B.
- 1.2.2 The Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation giving effect to or implementing the provisions of the agreement.
- 1.2.3 A reference to a statute, other than a constitutional act, in the Agreement is a reference to a Territorial Law unless otherwise stated.
- 1.2.4 A reference to a statute, except where a specific year and chapter are stated, includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it.
- 1.2.5 A reference to a Federal Law in the Agreement includes any Territorial Law which succeeds the Federal Law.
- 1.2.6 There shall be no presumption that any ambiguity in the Agreement will be interpreted in favour of any particular Party.
- 1.2.7 In this Agreement, the term “the Inuvialuit” means those people known as the Inuvialuit, an Aboriginal people of Canada.

CHAPTER 2 – GENERAL PROVISIONS

2.1 STATUS AND PURPOSE OF THE AGREEMENT

- 2.1.1 The Agreement shall not be a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 2.1.2 The Agreement is not intended to constitute an expression of any Party's views as to how an inherent right of self-government may ultimately be defined at law.
- 2.1.3 The Parties agree that the Agreement:
- (a) establishes a practical means to implement the inherent right of self-government for the Inuvialuit;
 - (b) reflects the Parties' agreement with respect to the scope of law-making powers which may be exercised by the Inuvialuit Government; and
 - (c) establishes a government-to-government relationship among the Parties within the constitutional framework of Canada.

2.2 STATUS OF THIS AGREEMENT-IN-PRINCIPLE

- 2.2.1 This Agreement-in-Principle does not create legal obligations that are binding on the Parties.
- 2.2.2 This Agreement-in-Principle and the Inuvialuit Self-Government Negotiations Process and Schedule Agreement between the Parties, dated May 4, 2007, shall form the basis for concluding the Agreement.

2.3 AUTHORIZATION TO ACT

- 2.3.1 For the purpose of any provision of the Agreement, a Party may authorize any body or person to act on its behalf with respect to a subject matter set out in the Agreement, and, upon request of another Party, shall confirm its authorization of that body or person.

2.4 COMING INTO EFFECT

- 2.4.1 The Agreement shall not come into effect until it has been ratified by all of the Parties in accordance with the process set out in Chapter 28 — Ratification.
- 2.4.2 Ratification of the Agreement by the Parties is a condition precedent to the validity of the Agreement, and until such ratification is complete, the Agreement is null and void and of no effect.

2.5 LANGUAGES OF THE AGREEMENT

- 2.5.1 There shall be an Inuvialuktun, an English and a French version of the Agreement.
- 2.5.2 The English and French versions of the Agreement shall be considered equally authoritative.

2.6 OTHER RIGHTS AND BENEFITS OF INUIVALUIT

- 2.6.1 Inuvialuit who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits of Canadian citizens or permanent residents of Canada applicable to them from time to time.
- 2.6.2 Nothing in the Agreement affects the ability of the Inuvialuit Government and Inuvialuit to participate in or benefit from Government programs or services, in accordance with general criteria established from time to time unless funding for the Inuvialuit Government to deliver those programs and services has been incorporated into a fiscal financing agreement under Chapter 23 — Financial Agreements and Own Source Revenue or another financing agreement.
- 2.6.3 Nothing in the Agreement shall:
- (a) remove from the Inuvialuit their identity as Aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; or
 - (b) affect the ability of the Inuvialuit to participate in or benefit from any existing or future constitutional rights for Aboriginal people which may be applicable to them.
- 2.6.4 Nothing in the Agreement is to be construed so as to deny that Inuvialuit are “Indians” within the meaning of section 91(24) of the *Constitution Act, 1867*.
- 2.6.5 Nothing in the Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or organization (other than a Party) against any Party, its agencies or officers, or any other person.

2.7 SECTION 35 RIGHTS

- 2.7.1 Nothing in the Agreement or legislation referred to in sections 28.5.1 and 28.5.2 shall be construed to abrogate or derogate from Aboriginal or treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.

2.7.2 For greater certainty, nothing in the Agreement shall be construed as recognising or denying any Aboriginal or treaty rights recognised and affirmed by section 35 of the *Constitution Act, 1982*.

2.8 CANADIAN CHARTER OF RIGHTS AND FREEDOMS

2.8.1 The *Canadian Charter of Rights and Freedoms* applies to the Inuvialuit Government in respect of all matters within its authority.

2.9 INTERNATIONAL LEGAL OBLIGATIONS

2.9.1 Prior to the conclusion of the Agreement, the Parties will address the issue of providing for the consistency of Inuvialuit Laws and other exercises of power with International Legal Obligations. The Agreement will provide for the consistency of Inuvialuit Laws and other exercises of power with International Legal Obligations.

2.10 CORE PRINCIPLES AND OBJECTIVES

2.10.1 In Consultation with the Inuvialuit Government, the Government of the Northwest Territories may amend the NWT core principles and objectives for:

- (a) early childhood education;
- (b) Income Assistance;
- (c) Social Housing;
- (d) trusteeship;
- (e) guardianship;
- (f) Child and Family Services; and
- (g) adoption.

2.10.2 NWT core principles and objectives reflect the fundamental characteristics of social programs and services in those areas, and will be broad in nature.

2.10.3 In setting standards, which shall be compatible with NWT core principles and objectives in sections 7.1.5, 8.1.2, 9.1.4, 12.1.2, 13.1.4 and 14.1.2, the Inuvialuit Government may take into account the circumstances and conditions that exist for the Inuvialuit Government.

2.10.4 The Government of the Northwest Territories shall ensure that standards established by the Government of the Northwest Territories for territorial

programs and services as listed in section 2.10.1 are compatible with NWT core principles and objectives.

- 2.10.5 For greater certainty, standards established by the Inuvialuit Government referred to in sections 7.1.5, 8.1.2, 9.1.4, 12.1.2, 13.1.4 and 14.1.2 may differ from standards established by the Government of the Northwest Territories or other governments in the Northwest Territories and still be compatible with NWT core principles and objectives.
- 2.10.6 For greater certainty, other than the obligations of the Inuvialuit Government set out in sections 7.1.5, 8.1.2, 9.1.4, 12.1.2, 13.1.4 and 14.1.2, NWT core principles and objectives do not impose, and must not be construed to impose, any obligation or duty on the Inuvialuit Government.
- 2.10.7 Prior to the Initialling Date, the Government of the Northwest Territories shall advise the other Parties as to how the official version of NWT core principles and objectives will be published or otherwise made known to the public.
- 2.10.8 As soon as practicable following the Effective Date, the Government of the Northwest Territories shall deliver in accordance with Part 2.28 to the Inuvialuit Government and Canada the official version of NWT core principles and objectives, and shall give written notice in accordance with Part 2.28 to the Inuvialuit Government and Canada of any amendments to the official version of NWT core principles and objectives made after the Effective Date.

2.11 JUDICIAL DETERMINATION OF VALIDITY OF AGREEMENT

- 2.11.1 No Party shall challenge, or support a challenge to, the validity of the Agreement or any provision of the Agreement.
- 2.11.2 If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid or unenforceable:
- (a) the Parties shall make their best efforts to amend the Agreement to remedy or replace the provision; and
 - (b) the provision shall be severable from the Agreement to the extent of the invalidity or unenforceability, and the remainder of the Agreement shall be construed, to the extent possible, to give effect to the intentions of the Parties.
- 2.11.3 A Party shall have the right to intervene in any court proceeding where the validity of any provision of the Agreement is at issue.
- 2.11.4 The participation of a Party in proceedings referred to in section 2.11.3 will be in accordance with the applicable rules of court and shall not affect the court's ability to control its process.

2.11.5 Subject to section 2.18.1, a Party does not have a claim or cause of action against another Party if a provision of the Agreement is finally determined by a court referred to in section 2.11.2 to be invalid or unenforceable.

2.12 APPLICATION OF FEDERAL LAWS AND TERRITORIAL LAWS AND CONCURRENCY OF LAWS

2.12.1 For greater certainty and unless otherwise provided in the IFA and the other provisions of the Agreement, Federal Laws and Territorial Laws apply to Inuvialuit and the Inuvialuit Government.

2.12.2 Unless otherwise provided in the Agreement, the powers of the Inuvialuit Government to make laws are concurrent with those of Government.

2.13 ANCILLARY AND INCIDENTAL AUTHORITY

2.13.1 Subject to the Agreement, the authority of the Inuvialuit Government set out in the Agreement to make laws in relation to any subject matter includes the authority to make laws which are ancillary to or necessarily incidental to the authority.

2.14 EXCLUSION OF JURISDICTIONS

2.14.1 For greater certainty, the law-making authority of the Inuvialuit Government does not include making laws in the areas of Intellectual Property, criminal law, including criminal procedure, the official languages of Canada or the Northwest Territories, aeronautics, navigation and shipping, or labour relations and working conditions.

2.14.2 The Inuvialuit Government has no jurisdiction in relation to the certification, licensing or regulation of occupations, trades, professions, professionals, professional organizations and societies, except for:

- (a) persons who teach the Inuvialuit language under subsection 5.1.3(b);
- (b) traditional healers under section 6.1.1;
- (c) early childhood educators under subsection 14.1.1(c);
- (d) teachers under section 15.1.1;
- (e) out of school caregivers under subsection 16.1.1(b); and
- (f) out of school educators under subsection 16.2.1(b).

2.14.3 Prior to the Initialling Date, the Parties will review:

- (a) which matters will be expressly excluded from the jurisdiction of the Inuvialuit Government;
- (b) in the case of matters not expressly excluded from the jurisdiction of the Inuvialuit Government, what the effect of the absence of express exclusions will be and whether any adjustments are needed in order to make the effect clear; and
- (c) any other provision, including provisions relating to the jurisdiction of the Inuvialuit Government, which may be affected by changes to the exclusion provisions.

2.15 RESOLUTION OF CONFLICTS AMONG LAWS AND AGREEMENTS

- 2.15.1 In the event of an inconsistency or Conflict between the Agreement and a Federal Law, a Territorial Law, or an Inuvialuit Law, the Agreement prevails to the extent of the inconsistency or Conflict.
- 2.15.2 In the event of an inconsistency or Conflict between the Agreement and the Inuvialuit Constitution, the Agreement prevails to the extent of the inconsistency or Conflict.
- 2.15.3 In the event of an inconsistency or Conflict between the IFA or the IFA Settlement Legislation and the Agreement, the IFA or the IFA Settlement Legislation, as the case may be, prevails to the extent of the inconsistency or Conflict.
- 2.15.4 Subject to 2.15.3, in the event of a Conflict between:
 - (a) a Federal Law which implements the Agreement and any other Federal Law or Territorial Law, the Federal Law which implements the Agreement prevails to the extent of the Conflict; and
 - (b) a Territorial Law which implements the Agreement and any other Territorial Law, the Territorial Law which implements the Agreement prevails to the extent of the Conflict.
- 2.15.5 In the event of an inconsistency or Conflict between the IFA or the IFA Settlement Legislation and an Inuvialuit Law, the IFA or the IFA Settlement Legislation, as the case may be, prevails to the extent of the inconsistency or Conflict.
- 2.15.6 Notwithstanding any other provision of the Agreement, Federal Law in relation to the preservation of peace, order and good government, including national security, criminal law, including criminal procedure, human rights, and the protection of the health and safety of all Canadians, or other matters of

overriding national importance, prevails to the extent of a Conflict with Inuvialuit Law.

2.15.7 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a Territorial Law in relation to:

- (a) public health;
- (b) public safety; or
- (c) consumer protection

and an Inuvialuit Law, the Territorial Law prevails to the extent of the Conflict.

2.15.8 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a Federal Law or Territorial Law and an Inuvialuit Law which has a double aspect and

- (a) one of the aspects is not a matter in respect of which the Inuvialuit Government has the authority to make law under the Agreement; or
- (b) one of the aspects is a matter in respect of which the Agreement does not provide for priority for the Inuvialuit Law,

the Federal Law or Territorial Law prevails over the Inuvialuit Law to the extent of the Conflict.

2.15.9 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a Federal Law or Territorial Law and an Inuvialuit Law which has an incidental impact on a subject-matter:

- (a) in respect of which the Inuvialuit Government does not have the authority to make law under the Agreement, or
- (b) in respect of which the Inuvialuit Law does not have priority over the Federal Law or Territorial Law,

the Federal Law or Territorial Law prevails over the Inuvialuit Law to the extent of the Conflict.

2.16 PREAMBLE AND SCHEDULES

2.16.1 Unless otherwise provided, the Preamble, the Schedules and the Appendices form part of the Agreement, and all parts of the Agreement shall be read together and interpreted as one agreement.

2.16.2 Prior to the Initialling Date, the Parties will review section 2.16.1 in light of the Preamble and any schedules or appendices that may have been drafted.

2.17 DEVOLUTION

2.17.1 Nothing in the Agreement shall prejudice the devolution of jurisdiction or powers from Canada to the Government of the Northwest Territories.

2.18 WARRANTIES AND INDEMNITIES

2.18.1 Prior to the Initialling Date, the Parties shall address whether to include any warranties and indemnities.

2.19 DISCLOSURE OF INFORMATION

2.19.1 For the purposes of federal and territorial access to information and privacy legislation, information that the Inuvialuit Government provides to Government in confidence is deemed to be information received or obtained in confidence from another government in Canada.

2.19.2 Canada will recommend to Parliament amendments to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) to protect from disclosure, information provided in confidence by the Inuvialuit Government, as if it were information provided to Canada by another government in Canada.

2.19.3 If the Inuvialuit Government requests disclosure of information from Government, the request will be evaluated as if it were a request by a province or territory for disclosure of that information, but Government is not required to disclose to the Inuvialuit Government information that is only available to a particular province or territory or particular provinces or territories.

2.19.4 Canada will recommend to Parliament amendments to the *Privacy Act* (Canada), to allow the Inuvialuit Government access to information necessary for the Inuvialuit Government to exercise its law-making powers or other authorities under this Agreement.

2.19.5 The Inuvialuit Government may enter into agreements with Canada or the Government of the Northwest Territories or both with respect to any one or more of the collection, protection, retention, use, disclosure or confidentiality of personal, general, or other information.

2.19.6 Government may provide information to the Inuvialuit Government in confidence, if the Inuvialuit Government has made a law or has entered into an agreement with Government under which the confidentiality of the information will be protected.

2.19.7 Notwithstanding any other provision of the Agreement:

- (a) Government is not required to disclose any information that it is required, entitled to or authorized to withhold under any Federal Law or Territorial Law, but if Government has the discretion to disclose the information, Government shall take into account the provisions of the Agreement in exercising the discretion;
- (b) if a Federal Law or Territorial Law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Government is not required to disclose that information unless those conditions are satisfied; and
- (c) a Party is not required to disclose any information that may be withheld at law, including a privilege at law.

2.20 BINDING ON THE PARTIES

2.20.1 For greater certainty, the Agreement is binding on the Parties.

2.20.2 Except as otherwise provided in the Agreement, or as expressly provided in any other agreement entered into by the Parties, Inuvialuit Law does not apply to Canada or the Government of the Northwest Territories.

2.20.3 Nothing in the Agreement shall be interpreted so as to limit or extend any authority of the Parties to negotiate and enter into international, national, interprovincial and interterritorial agreements. This does not prevent the Inuvialuit Government from entering into agreements with a federal, provincial or territorial government related to the provision of programs and services by the Inuvialuit Government.

2.21 DEPOSIT OF AGREEMENT AND PUBLICATION OF AMENDMENTS

2.21.1 The Minister of Indian Affairs and Northern Development shall cause a certified copy of the Agreement and any amendments thereto to be deposited in:

- (a) the library of Parliament;
- (b) the legislative library of the Government of the Northwest Territories;
- (c) the public registry of the Inuvialuit Government;
- (d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
- (e) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and

(f) such other places as the said Minister may deem necessary.

2.22 JURISDICTION OF COURTS

2.22.1 Nothing in this Agreement affects the inherent jurisdiction of the Supreme Court of the Northwest Territories, including its jurisdiction with respect to children and legally incompetent persons.

2.23 ENTIRE AGREEMENT

2.23.1 The Agreement is the entire agreement between the Parties with respect to the subject matter of the Agreement and, except as set out in the Agreement, there are no representations, warranties or collateral agreements or conditions affecting the Agreement, except as expressed within it.

2.23.2 Prior to the Initialling Date, the Parties will review section 2.23.1 in light of the various subagreements, including subagreements on taxation, implementation and intergovernmental arrangements, that are being contemplated as part of the overall arrangements related to the Agreement.

2.23.3 Except as otherwise set out in the Agreement, an agreement reached as a result of negotiations required or permitted under the Agreement does not form part of the Agreement.

2.24 STATUTORY INSTRUMENTS ACTS AND PROOF OF LAWS

2.24.1 The *Statutory Instruments Act* (Canada) and the *Statutory Instruments Act* will not apply to the Inuvialuit Government.

2.24.2 In any proceeding, a copy of an Inuvialuit Law certified as a true copy by an authorized officer of the Inuvialuit Government is, without proof of that officer's signature or official character, evidence of its enactment on the date specified in the Inuvialuit Law.

2.25 NO IMPLIED WAIVER

2.25.1 A Party may waive the performance of an obligation of another Party or the other Parties under the agreement, but the waiver, including its duration, must be in writing and signed by the Parties.

2.25.2 A written waiver of the performance of an obligation under section 2.25.1 shall be for that obligation in that particular instance, and does not affect the obligations of a Party to perform that obligation in other instances, unless the waiver indicates otherwise.

2.25.3 A written waiver of the performance of an obligation under section 2.25.1 is not a waiver of any other obligation or subsequent default.

2.26 ASSIGNMENT

2.26.1 Unless otherwise agreed by the Parties, the rights and obligations set out in the Agreement may not be assigned, either in whole or in part, by any Party.

2.27 ENUREMENT

2.27.1 The Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

2.28 COMMUNICATIONS

2.28.1 In Part 2.28, a communication includes a notice, document, request, approval, authorization, or consent.

2.28.2 Unless otherwise set out in the Agreement, a communication between or among the Parties under the Agreement must be in writing and must be:

- (a) delivered personally or by courier;
- (b) transmitted by fax; or
- (c) mailed by prepaid registered post in Canada.

2.28.3 A communication will be considered to have been given, made, or delivered, and received:

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

2.28.4 In addition to the provisions of section 2.28.2, the Parties may agree to give, make, or deliver a communication by means other than those provided in section 2.28.2.

2.28.5 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address, or transmitted to the fax number, of the intended recipient as set out below:

For: Canada

Attention: Minister of Indian Affairs and Northern Development
House of Commons
Room 707, Confederation Building
Ottawa, ON
K1A 0A6
Fax Number: (819) 953-4941

For: Northwest Territories

Attention: Minister of Aboriginal Affairs and Intergovernmental
Relations
Government of the Northwest Territories
Department of Aboriginal Affairs and Intergovernmental
Relations
P.O. Box 1320
Yellowknife, NT
X1A 2L9
Fax Number: (867) 873-0306

For: Inuvialuit Government

Attention: Chairperson, Inuvialuit Regional Corporation
P.O. Box 2120
Inuvik, NT
X0E 0T0
Fax Number: (867) 777-2135

2.28.6 A Party may change its address or fax number by giving a notice of the change to the other Parties.

2.29 OBLIGATION TO NEGOTIATE

2.29.1 Where the Agreement sets out an obligation to negotiate with a view to reaching agreement (or an agreement), each Party having the obligation shall, in order to enhance the prospect of reaching agreement:

- (a) at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;

- (b) make every reasonable effort to appoint negotiating representatives with sufficient authority to reach agreement, or with ready access to such authority; and
- (c) negotiate in good faith.

CHAPTER 3 – INUVIALUIT GOVERNMENT

3.1 GENERAL

- 3.1.1 As of the Effective Date, the Inuvialuit, Canada and the Government of the Northwest Territories recognize the Inuvialuit Government as the government for the Inuvialuit with the powers set out in the Agreement.
- 3.1.2 Section 3.1.1 does not directly or indirectly imply recognition by Canada or the Government of the Northwest Territories of any powers of the Inuvialuit Government having a source outside the Agreement.
- 3.1.3 The Inuvialuit will act through the Inuvialuit Government in exercising and asserting their self-government rights, powers and privileges.
- 3.1.4 The Agreement does not affect any rights, powers, privileges, roles or responsibilities of any Inuvialuit corporation established under the IFA.
- 3.1.5 The Inuvialuit Government will not exercise any self-government right or power other than the rights and powers set out in the Agreement.

3.2 LEGAL STATUS AND CAPACITY

- 3.2.1 The Inuvialuit Government shall be a separate and distinct legal entity, and shall have the legal capacity, rights, powers and privileges of a natural person.

3.3 CONSTITUTION

- 3.3.1 The Inuvialuit shall develop and approve an Inuvialuit Constitution.
- 3.3.2 To provide political and financial accountability of the Inuvialuit Government to Inuvialuit and to provide for the rights of persons to whom Inuvialuit Laws apply, the Inuvialuit Constitution shall provide for:
- (a) the requirement that all voters and all candidates for elected office in the Inuvialuit Government be Inuvialuit and either citizens of Canada or permanent residents of Canada;
 - (b) eligibility requirements to hold office in the Inuvialuit Council, including those related to minimum age and residency;
 - (c) eligibility requirements to nominate candidates and to vote in elections for the Inuvialuit Council, including those related to minimum age and residency;
 - (d) the structure of the Inuvialuit Government;

- (e) the establishment and maintenance of relationships between the Inuvialuit Government and Inuvialuit corporations established under the IFA;
- (f) the length of the term of office for a Councillor, which shall not exceed five years;
- (g) the powers and duties of the Councillors;
- (h) the establishment of procedures for the Inuvialuit Council and for Councillors to carry out their respective powers and duties;
- (i) the protection of the rights and freedoms of Inuvialuit and other persons to whom Inuvialuit Laws apply;
- (j) all persons affected by administrative decisions of the Inuvialuit Government with a right to appeal or apply for administrative review of those decisions;
- (k) the enactment of Inuvialuit Laws;
- (l) a system of financial administration with standards comparable to those generally accepted for governments of similar responsibility in Canada, through which the Inuvialuit Government will be financially accountable to Inuvialuit;
- (m) the amendment of the Inuvialuit Constitution;
- (n) the process by which the Inuvialuit Government will consent to amendments of the Agreement; and
- (o) the enactment of an Inuvialuit Law setting out a process for challenging the validity of Inuvialuit Law.

3.3.3 The Inuvialuit Constitution may provide for other matters.

3.3.4 The Inuvialuit Government represents and warrants to Government that:

- (a) the Inuvialuit Constitution was approved by over 25% of the eligible Inuvialuit voters, who also comprise the majority of those who participated in the vote to approve the Inuvialuit Constitution; and
- (b) as of the Effective Date, the Inuvialuit Constitution approved under subsection 3.3.4(a) has not been amended.

3.3.5 The Inuvialuit Constitution comes into force and effect on the Effective Date, unless otherwise agreed by the Parties.

3.4 STRUCTURE

3.4.1 The Inuvialuit Council shall consist of Councillors selected by a process provided for in the Inuvialuit Constitution. The process for selecting Councillors shall be democratic and shall be traditional.

3.4.2 The Inuvialuit Government shall have an Inuvialuit Council which consists of:

- (a) one Councillor who shall be elected by all Inuvialuit voters as the leader of the Inuvialuit Government;
- (b) at least two Councillors elected from and by each Inuvialuit Community; and
- (c) additional Councillors as may be provided for in the Inuvialuit Constitution, to be selected democratically and traditionally in accordance with section 3.4.1.

3.5 OPERATIONAL MATTERS

3.5.1 The Inuvialuit Government may make laws in relation to its internal operations, including:

- (a) establishing Inuvialuit Institutions;
- (b) establishing corporations and societies pursuant to Federal Law or Territorial Law;
- (c) determining the powers, duties, responsibilities, indemnification and other similar matters in relation to elected or appointed individuals, employees, officials, and other agents of the Inuvialuit Government;
- (d) providing for privileges and immunities for the members of the Inuvialuit Council comparable with those applicable to elected members of other governments with similar jurisdictions and authorities in Canada;
- (e) limiting personal liability of elected or appointed individuals, employees, officials, and other agents of the Inuvialuit Government provided that the Inuvialuit Government retains liability for their acts or omissions pursuant to the doctrine of vicarious liability;
- (f) providing for access to information and the protection of privacy;
- (g) conflict of interest rules, comparable to those generally accepted for governments of similar size and similar jurisdictions and authorities in Canada, for elected or appointed individuals, employees, officials and other agents of the Inuvialuit Government;

- (h) the process for making Inuvialuit Laws; and
- (i) the financial administration of the Inuvialuit Government, including the authority to:
 - (i) borrow funds,
 - (ii) make or guarantee loans,
 - (iii) forgive debts, and
 - (iv) acquire or dispose of property.

3.5.2 For greater certainty, the Inuvialuit Government may establish Inuvialuit Institutions as part of the Inuvialuit Government to perform functions of, or on behalf of, the Inuvialuit Government.

3.5.3 The power of the Inuvialuit Government to make laws under subsection 3.5.1(a) includes the power:

- (a) to establish Inuvialuit Institutions that may provide programs or services to non-Inuvialuit, as well as Inuvialuit, pursuant to an intergovernmental agreement; and
- (b) to provide for participation, including representation, of non-Inuvialuit as well as Inuvialuit on Inuvialuit Institutions.

3.5.4 Where the Inuvialuit Government or an Inuvialuit Institution makes a decision or delivers a program or service that directly affects non-Inuvialuit persons, either pursuant to an Inuvialuit Law or an intergovernmental agreement, the Inuvialuit Government shall provide for:

- (a) means of taking into account the interests of the non-Inuvialuit persons; and
- (b) implementation of the principle that persons directly affected by the delivery of programs or services should have an opportunity to participate in the decision-making process with respect to the management and delivery of those programs or services.

3.6 REGISTRY OF CONSTITUTION AND LAWS

3.6.1 The Inuvialuit Government shall:

- (a) maintain a public registry of the Inuvialuit Constitution and Inuvialuit Laws as amended from time to time:

- (i) in the English language, which will be the authoritative version; and
 - (ii) at the discretion of the Inuvialuit Government, in Inuvialuktun; and
 - (b) establish procedures for the entry into force of, publication of and public access to Inuvialuit Laws.
- 3.6.2 The Inuvialuit Government shall provide Canada and the Government of the Northwest Territories with an English language copy of the Inuvialuit Constitution, each Inuvialuit Law and each amendment to the Inuvialuit Constitution or Inuvialuit Law as soon as practicable after the Inuvialuit Constitution or Inuvialuit Law is enacted or amended.
- 3.6.3 A failure to comply with section 3.6.2 shall not affect the validity of the Inuvialuit Constitution, Inuvialuit Law or amendment to the Inuvialuit Constitution or Inuvialuit Law.

3.7 DELEGATION AND RECEPTION OF AUTHORITY

- 3.7.1 The Inuvialuit Government may, by written agreement, delegate an authority, including an authority to make laws, to other governments and institutions.¹
- 3.7.2 An agreement under section 3.7.1 to delegate an authority to make laws shall include:
- (a) a description of the authority being delegated;
 - (b) how a law made by the delegate will be given legal effect;
 - (c) the duration of the delegation;
 - (d) the terms under which the delegation may be amended, renewed or terminated;
 - (e) the financial arrangements; and
 - (f) provision for periodic review.
- 3.7.3 An agreement under section 3.7.1 to delegate an authority to make laws must be approved by an Inuvialuit Law before the agreement may take effect.
- 3.7.4 The Inuvialuit Government may, by written agreement, receive an authority, including an authority to make laws, by delegation from Canada, the Government of the Northwest Territories or any other government.

¹ The Government of the Northwest Territories will be reviewing this language for Final Agreement negotiations.

3.8 ELECTIONS

- 3.8.1 The Inuvialuit Government may make laws in relation to elections for the Inuvialuit Government.
- 3.8.2 Inuvialuit Laws made pursuant to section 3.8.1 shall be made with the objective of providing for fair and open elections, and shall:
- (a) apply to all Inuvialuit;
 - (b) require that voting be conducted by secret ballot;
 - (c) provide for appeals relating to the process, conduct or results of an election; and
 - (d) provide for residency requirements consistent with the *Canadian Charter of Rights and Freedoms* to vote or to stand for office in elections for the Inuvialuit Government.

3.9 LIABILITY

- 3.9.1 Unless otherwise agreed in an agreement referred to in section 3.7.1 or 3.7.4, the Inuvialuit Government is not liable in respect of anything done or omitted to be done by Canada or the Government of the Northwest Territories, or any person or body authorized by Canada or the Government of the Northwest Territories.
- 3.9.2 Unless otherwise agreed in an agreement referred to in section 3.7.1 or 3.7.4, Canada or the Government of the Northwest Territories is not liable with respect to anything done or omitted to be done by the Inuvialuit Government or any person or body authorized to act on behalf of the Inuvialuit Government.
- 3.9.3 Prior to the Initialling Date, the Parties agree to address whether to include additional provisions in the Agreement in relation to the liability and immunity of:
- (a) the Inuvialuit Government; and
 - (b) elected or appointed individuals, officials and other agents of the Inuvialuit Government and the Inuvialuit Council.

CHAPTER 4 – INTERGOVERNMENTAL ARRANGEMENTS

4.1 GENERAL

- 4.1.1 The Parties recognize that ongoing relations on a government-to-government basis among the Inuvialuit Government, the Government of the Northwest Territories and Canada are essential for implementing the Agreement.
- 4.1.2 The Parties recognize that these ongoing relations are best achieved through a collaborative relationship at both the political level and the administrative level.

4.2 INTERGOVERNMENTAL MEETINGS

- 4.2.1 The Parties shall meet within three years after the Effective Date and thereafter on a periodic basis to:
- (a) maintain open lines of communication between them; and
 - (b) discuss matters of concern to any Party.

4.3 INTERGOVERNMENTAL SERVICES AGREEMENTS

- 4.3.1 The Parties may enter into agreements to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery, or enter into arrangements for information sharing, record keeping or other measures as may be agreed upon.
- 4.3.2 An agreement for the delivery of programs and services under section 4.3.1 may, without limiting the scope of the agreement:
- (a) include other parties; and
 - (b) provide for, or use:
 - (i) institutions or agencies jointly created by the Parties to the agreement;
 - (ii) an Inuvialuit Institution
 - (iii) a Government of the Northwest Territories institution or agency; or
 - (iv) other arrangements,to deliver the programs and services.

4.3.3 Any agreement under section 4.3.2 that provides for or uses a program delivery institution or agency shall provide for appropriate opportunities for individuals directly and significantly affected by the delivery of the programs and services under the agreement to be represented on that institution or agency.

4.4 PRE-INITIALLING DATE NEGOTIATIONS

4.4.1 This Part will not appear in the Agreement.

4.4.2 At the request of a Party prior to the Initialling Date, the Parties shall negotiate with a view to reaching an agreement with respect to the delivery of programs and services in the Western Arctic Region.

4.4.3 Any negotiations commenced pursuant to section 4.4.2 shall be completed prior to the Initialling Date.

4.4.4 Negotiations for an agreement under section 4.4.2 shall address, and any agreement may provide for:

- (a) coordination, harmonization or delegation of programs and services;
- (b) programs and services to be addressed in the agreement, including health, education, child and family services, territorial Social Housing programs or other social programs;
- (c) the roles of the Parties to the agreement;
- (d) an intergovernmental services institution or agency or other arrangements for the delivery of programs and services;
- (e) liability and indemnification;
- (f) accountability of the Parties;
- (g) the duration, review, renewal and amendment of the agreement, and the basis upon which the agreement may be terminated; and
- (h) any other matter the Parties consider necessary.

4.4.5 Prior to the Initialling Date, the Parties shall address whether other provisions are needed in relation to intergovernmental services agreements.

CHAPTER 5 – CULTURE AND LANGUAGE

5.1 CULTURE AND LANGUAGE

- 5.1.1 The Inuvialuit Government may make laws applicable to Inuvialuit within the Western Arctic Region in relation to the Inuvialuit culture and Inuvialuktun, including laws to preserve, promote and develop Inuvialuit spiritual beliefs, spiritual practices, sacred knowledge, traditions and traditional knowledge.
- 5.1.2 If an Inuvialuk wishes to access land owned in fee simple, other than Inuvialuit Lands, to conduct a spiritual practice or tradition under a law made under section 5.1.1, the Inuvialuk shall obtain the prior consent of the landowner.
- 5.1.3 For greater certainty, the Inuvialuit Government may make laws in relation to:
- (a) the official languages of the Inuvialuit;
 - (b) certification of persons who teach Inuvialuit culture and history and Inuvialuktun; and
 - (c) the establishment and regulation of facilities, including camps, for the teaching of Inuvialuit culture, history, traditions and Inuvialuktun.
- 5.1.4 The Inuvialuit Government may provide programs and services in relation to Inuvialuit culture and Inuvialuktun to Inuvialuit residing outside of the Western Arctic Region.
- 5.1.5 For greater certainty, nothing in this Agreement shall limit any entitlement, right, title or interest of the Inuvialuit Government, the Inuvialuit, or an Inuvialuk available under Federal Law in respect of Intellectual Property.
- 5.1.6 In the event of a Conflict between an Inuvialuit Law made pursuant to section 5.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

5.2 PLACE NAMES

- 5.2.1 The Inuvialuit Government may, in Consultation with Government, name or rename places, lakes, rivers, mountains and other geographic features wholly within Inuvialuit Lands.
- 5.2.2 Government shall, upon receiving notice from the Inuvialuit Government of the naming or renaming referred to in section 5.2.1, recognize the new name as the official name for that place or geographic feature.

- 5.2.3 The Inuvialuit Government may propose that Government recognize a new name as the official name for a place, lake, river, mountain or other geographic feature within the Western Arctic Region and outside of Inuvialuit Lands.
- 5.2.4 Government may recognize a new name proposed by the Inuvialuit Government pursuant to section 5.2.3 in accordance with the applicable Government procedures and policies including the toponymic policy of the Government of the Northwest Territories.
- 5.2.5 Government shall Consult the Inuvialuit Government on any proposed change to the official name of a place, lake, river, mountain or other geographic feature within the Western Arctic Region.
- 5.2.6 For greater certainty, the Inuvialuit Government may, for its own purposes, and without Consultation with the other Parties, name or rename places, lakes, rivers, mountains and other geographic features within the Western Arctic Region.

CHAPTER 6 – HEALTH

6.1 INUVIALUIT JURISDICTION

6.1.1 The Inuvialuit Government may make laws applicable within the Western Arctic Region in relation to:

- (a) traditional healing programs and services for Inuvialuit;
- (b) the training of persons providing traditional healing programs and services referred to in subsection (a);
- (c) the regulation and certification of persons providing traditional healing programs and services; and
- (d) the establishment or regulation of facilities providing traditional healing programs and services.

6.1.2 The authority of the Inuvialuit Government to make laws pursuant to section 6.1.1 does not include the authority to regulate:

- (a) medical or health practices that require licensing or certification under any Federal Law or Territorial Law, or medical or health practitioners who require licensing or certification under any Federal Law or Territorial Law;
- (b) any actions where federally regulated drugs and associated equipment and devices are involved, such as the prescribing, dispensing and administering of controlled substances and schedule drugs; or
- (c) the establishment and regulation of facilities requiring licensing or certification under any Federal Law or Territorial Law for the purposes of subsection (a) or (b).

6.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 6.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

6.2 AUTHORITY

6.2.1 Subject to the application of applicable program standards and program criteria and following a request to negotiate by the Inuvialuit Government, Canada shall negotiate with the Inuvialuit Government with a view to reaching an agreement or agreements for the Inuvialuit Government to manage, deliver and administer any federal non-insured health benefits for eligible Inuvialuit within Canada.

- 6.2.2 Canada and the Inuvialuit Government may negotiate agreements to allow the Inuvialuit Government to administer for Inuvialuit any federal aboriginal health program that may exist from time to time.

CHAPTER 7 – ADOPTION

7.1 JURISDICTION

- 7.1.1 The Inuvialuit Government may make laws in relation to adoption of Inuvialuit Children within the Northwest Territories.
- 7.1.2 An Inuvialuit Law made under section 7.1.1 shall require that the person or persons having lawful custody of the Child consent to the application of Inuvialuit Law to the adoption of the Child if:
- (a) the Child has a parent who is an Aboriginal person indigenous to the Northwest Territories, but that parent is not Inuvialuit; or
 - (b) the Child resides outside the Western Arctic Region.
- 7.1.3 An Inuvialuit Law made under section 7.1.1:
- (a) shall provide that the best interests of the Child are paramount in determining whether an adoption will take place; and
 - (b) shall require that the person or persons having lawful custody of the Child consent to the adoption of the Child.
- 7.1.4 An Inuvialuit Law made pursuant to section 7.1.1 may provide that a court may dispense with the consent required by subsection 7.1.3(b) if the court determines that to dispense with that consent would be in the best interests of the Child.
- 7.1.5 Inuvialuit Laws made pursuant to section 7.1.1 shall provide for standards compatible with NWT core principles and objectives for adoption.
- 7.1.6 In the event of a Conflict between an Inuvialuit Law made pursuant to section 7.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

7.2 ADMINISTRATION

- 7.2.1 The Inuvialuit Government shall provide the Government of the Northwest Territories and Canada with copies of records of all adoptions occurring under an Inuvialuit Law.
- 7.2.2 When the Inuvialuit Government makes a law pursuant to section 7.1.1, the Inuvialuit Government and the Government of the Northwest Territories shall negotiate with a view to reaching agreement on sharing information related to adoptions under Inuvialuit Law and adoptions of Inuvialuit Children.
- 7.2.3 Any agreement under section 7.2.2 shall address:

- (a) how, and to whom, the Inuvialuit Government shall provide copies of records of all adoptions occurring under Inuvialuit Law to the Government of the Northwest Territories;
- (b) the criteria the Government of the Northwest Territories shall use in deciding whether notice is to be given to the Inuvialuit Government because a Child in the lawful custody of the Director may be Inuvialuit; and
- (c) how and to whom the Director shall:
 - (i) notify the Inuvialuit Government that the Director has lawful custody of an Inuvialuit Child;
 - (ii) provide to the Inuvialuit Government any plan for the Inuvialuit Child's care that could result in an application to adopt that Inuvialuit Child; and
 - (iii) provide to the Inuvialuit Government copies of the Director's records with respect to that Inuvialuit Child.

7.2.4 In section 7.2.3, "Director" means the Director of Child and Family Services of the Government of the Northwest Territories, or any successor to that position.

7.3 COURT PROCEEDINGS

7.3.1 A person who has adopted a Child pursuant to laws made pursuant to section 7.1.1 may make an application to the Supreme Court of the Northwest Territories to certify the adoption by way of an order of the court, and upon proper application the Supreme Court of the Northwest Territories shall so certify the adoption.

7.3.2 Prior to the Initialling Date, the Parties will address whether the Agreement will provide the Inuvialuit Government with standing in judicial proceedings with respect to a departmental adoption of an Inuvialuit Child under Territorial Law.

CHAPTER 8 – CHILD AND FAMILY SERVICES

8.1 JURISDICTION

- 8.1.1 The Inuvialuit Government may make laws in relation to the provision of Child and Family Services for Inuvialuit within the Western Arctic Region, provided that such laws include standards:
- (a) for the protection of Children; and
 - (b) that apply the principle of acting in the best interests of the Child.
- 8.1.2 Inuvialuit Laws made pursuant to section 8.1.1 shall provide for standards compatible with the NWT core principles and objectives for Child and Family Services.
- 8.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 8.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.
- 8.1.4 The Inuvialuit Government may not delegate the power to make laws under section 8.1.1.
- 8.1.5 The Agreement will address whether the Inuvialuit Government should be obligated to Consult with the Government of the Northwest Territories at least six months prior to making or amending an Inuvialuit Law pursuant to section 8.1.1.

8.2 ADMINISTRATION

- 8.2.1 The Government of the Northwest Territories shall notify the Inuvialuit Government as soon as practicable after it applies to a court for the custody of a Child it reasonably believes to be an Inuvialuit Child.
- 8.2.2 Where the Inuvialuit Government has enacted an Inuvialuit Law under section 8.1.1 in relation to the protection of Children, the Inuvialuit Government and the Government of the Northwest Territories shall negotiate with a view to reaching agreements, as set out in section 8.2.3, relating to delivery and administration of Child and Family Services.
- 8.2.3 Agreements reached pursuant to section 8.2.2:
- (a) shall provide for the development of protocols for the protection of Children from abuse and harm and the threat of abuse and harm; including provision for notification, by the Government of the Northwest Territories and the Inuvialuit Government, where either the

Government of the Northwest Territories or the Inuvialuit Government receives information that a Child may be at risk; and

- (b) may address:
 - (i) co-operating on an inter-jurisdictional basis for the transfer of Children and the use of facilities both inside and outside of the Western Arctic Region;
 - (ii) information sharing between various governments or agencies that deliver and administer Child and Family Services;
 - (iii) reporting and monitoring between various governments or agencies that deliver and administer Child and Family Services; and
 - (iv) other matters.

8.2.4 Where the Inuvialuit Government has enacted an Inuvialuit Law under section 8.1.1 in relation to the protection of Children, the Inuvialuit Government shall appoint one individual who shall have the statutory authority under Inuvialuit Law for decisions about the protection of Inuvialuit Children from abuse, neglect or harm, or the threat of abuse, neglect or harm, and shall notify the Government of the Northwest Territories of the individual's appointment.

8.3 COURT PROCEEDINGS

8.3.1 The Inuvialuit Government has standing in any judicial proceedings where the protection, including apprehension or custody, of an Inuvialuit Child is in dispute or where the Government of the Northwest Territories is seeking continuing protection of an Inuvialuit Child, and the court shall consider any evidence and submissions of the Inuvialuit Government in respect of Inuvialuit traditions and customs and what the Inuvialuit Government believes would be in the best interests of the Child, in addition to any other matters which the court is required by law to consider.

8.3.2 The standing of the Inuvialuit Government in proceedings referred to in section 8.3.1 is subject to the applicable rules of court and does not affect the court's ability to control its process.

CHAPTER 9 – GUARDIANSHIP AND TRUSTEESHIP

9.1 GUARDIANSHIP AND TRUSTEESHIP

9.1.1 The Inuvialuit Government may make laws for Inuvialuit ordinarily resident within the Western Arctic Region who are of the age of majority, in relation to guardianship and trusteeship, including:

- (a) the appointment of a Guardian to make or assist in making decisions in matters relating to the personal care and well-being of an Inuvialuk who:
 - (i) is not able to understand information that is relevant to making a decision concerning his or her own health care, nutrition, shelter, clothing, hygiene, or safety, and
 - (ii) would substantially benefit from having a Guardian;
- (b) the powers and responsibilities of a Guardian referred to in subsection (a);
- (c) the appointment of a Trustee to make or assist in making decisions in matters relating to the real or personal property of an Inuvialuk who:
 - (i) is not able to understand information that is relevant to making a decision concerning his or her own real or personal property, and
 - (ii) would substantially benefit from having a Trustee; and
- (d) the powers and responsibilities of a Trustee referred to in subsection (c).

9.1.2 The authority of the Inuvialuit Government to make laws pursuant to section 9.1.1 does not include the authority to make laws in relation to the detainment, involuntary hospitalization or involuntary medical treatment of a person who:

- (a) has threatened, or is attempting to cause bodily harm to himself or herself;
- (b) has behaved or is behaving violently towards another person;
- (c) has caused or is causing another person to fear bodily harm from him or her; or

- (d) has shown or is showing a lack of competence to care for himself or herself in such a way as to put himself, herself or another person in danger.
- 9.1.3 Inuvialuit Laws made pursuant to section 9.1.1 do not apply to an Inuvialuk named in a certificate of medical incompetence issued under the *Mental Health Act* and shall not apply unless and until that certificate has been duly cancelled and notice of the cancellation has been forwarded to the Public Trustee.
- 9.1.4 Inuvialuit Laws made pursuant to section 9.1.1 shall provide for standards compatible with NWT core principles and objectives for guardianship and trusteeship.
- 9.1.5 In the event of a Conflict between an Inuvialuit Law made pursuant to section 9.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

CHAPTER 10 – MARRIAGE

10.1 INUVIALUIT JURISDICTION

- 10.1.1 Subject to sections 10.1.2 and 10.1.3, the Agreement will provide for the Inuvialuit Government to have the power to make laws in relation to the solemnization of marriage, including prescribing conditions under which individuals appointed by the Inuvialuit Government may solemnize marriages.
- 10.1.2 The authority to make laws pursuant to section 10.1.1 will not include any authority greater than that of the Commissioner in Council pursuant to section 16(g) of the *Northwest Territories Act* (Canada).
- 10.1.3 Prior to the Initialling Date, the Parties will address:
- (a) the geographic scope of the law-making power;
 - (b) whether and, if so, under what conditions the law-making power may apply to the marriage of individuals who are not Inuvialuit;
 - (c) whether and, if so, how individuals appointed to solemnize marriages under Inuvialuit Law may be recognized as individuals authorized to solemnize marriages under Territorial Law;
 - (d) how the Inuvialuit Government will notify the Government of the Northwest Territories of marriages performed under Inuvialuit Law; and
 - (e) paramountcy of laws in the event of a Conflict between an Inuvialuit Law in relation to solemnization of marriage and a Territorial Law or Federal Law.

CHAPTER 11 – WILLS AND ESTATES

11.1 WILLS AND ESTATES

- 11.1.1 The Inuvialuit Government may make laws in relation to
- (a) the wills and intestacy of Inuvialuit ordinarily resident in the Western Arctic Region;
 - (b) the probating of wills and the administration of estates of Inuvialuit ordinarily resident in the Western Arctic Region at the time of death.
- 11.1.2 Laws made pursuant to section 11.1.1 shall provide for the distribution of estates in a manner that makes provision for the support of individuals who were dependent on the deceased owner of the estate.
- 11.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 11.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.
- 11.1.4 The authority of the Inuvialuit Government to make laws pursuant to section 11.1.1 does not include the authority to make laws in relation to:
- (a) survivorship and the presumption of death;
 - (b) the rules governing trusts and the variation of trusts; or
 - (c) legal actions with respect to fatal accidents.

CHAPTER 12 – INCOME ASSISTANCE

12.1 INUVIALUIT JURISDICTION

- 12.1.1 The Inuvialuit Government may make laws in relation to Income Assistance for Inuvialuit who are in the Western Arctic Region.
- 12.1.2 Inuvialuit Laws made pursuant to section 12.1.1 shall provide for standards compatible with NWT core principles and objectives for Income Assistance.
- 12.1.3 Inuvialuit Laws made pursuant to section 12.1.1 may include eligibility criteria for Income Assistance, but those criteria must not require a minimum length of residency in the Western Arctic Region.
- 12.1.4 In the event of a Conflict between an Inuvialuit Law made pursuant to section 12.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

12.2 ADMINISTRATION

- 12.2.1 Where the Inuvialuit Government is providing Income Assistance to Clients in the Western Arctic Region pursuant to an Inuvialuit Law, the Inuvialuit Government and the Government of the Northwest Territories shall negotiate with a view to reaching an agreement for the exchange of information on Clients receiving Income Assistance.

12.3 TRENDS, DEVELOPMENTS AND INITIATIVES

- 12.3.1 The Government of the Northwest Territories and the Inuvialuit Government shall meet from time to time to discuss regional, territorial and national trends, developments, and initiatives with respect to Income Assistance.
- 12.3.2 The Government of the Northwest Territories may discuss proposed positions with the Inuvialuit Government prior to entering into negotiations on interprovincial, inter-territorial, or national agreements relating to Income Assistance.

CHAPTER 13 – SOCIAL HOUSING

13.1 INUVIALUIT JURISDICTION

- 13.1.1 The Inuvialuit Government may make laws in relation to Social Housing for Inuvialuit within the Western Arctic Region.
- 13.1.2 For greater certainty, the authority of the Inuvialuit Government to make laws pursuant to section 13.1.1 does not include:
- (a) landlord and tenant relations; and
 - (b) zoning and subdivision control.
- 13.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 13.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.
- 13.1.4 Inuvialuit Laws made pursuant to section 13.1.1 shall provide for standards compatible with NWT core principles and objectives for Social Housing.
- 13.1.5 Housing provided by an Inuvialuit Government Social Housing program must meet or exceed applicable standards established under federal and territorial building and construction codes.

13.2 INTERGOVERNMENTAL AGREEMENTS

- 13.2.1 Where the Inuvialuit Government is providing Social Housing to Inuvialuit in the Western Arctic Region, the Inuvialuit Government and the Government of the Northwest Territories shall negotiate with a view to reaching agreement for the exchange of information to enable Social Housing clients to retain Social Housing benefits and any associated payment or other obligations when transferring between Inuvialuit Government and Government of the Northwest Territories Social Housing programs.
- 13.2.2 For greater certainty, nothing in this Chapter shall affect, or authorize the Inuvialuit Government to impose conditions on, the ability of Canada or the Government of the Northwest Territories to establish, implement, maintain or support Social Housing programs in the Western Arctic Region, or to enter into agreements or maintain or amend existing agreements for those purposes.
- 13.2.3 Canada and the Inuvialuit Government may negotiate with a view to reaching agreements for the Inuvialuit Government to deliver and administer federal Social Housing programs.

- 13.2.4 Canada, in any agreements with the Government of the Northwest Territories, shall not restrict the ability of the Government of the Northwest Territories to enter into agreements with the Inuvialuit Government for the purposes of Social Housing.

CHAPTER 14 – EARLY CHILDHOOD CARE AND EDUCATION

14.1 JURISDICTION

- 14.1.1 The Inuvialuit Government may make laws applicable within the Western Arctic Region in relation to:
- (a) early childhood care and education for Inuvialuit Pre-School Children including pre-school curriculum;
 - (b) the licensing and regulation of facilities providing care and education for Inuvialuit Pre-School Children; and
 - (c) the certification of early childhood educators and caregivers for Inuvialuit Pre-School Children.
- 14.1.2 Inuvialuit Laws made pursuant to section 14.1.1 shall provide for standards compatible with NWT core principles and objectives for early childhood education.
- 14.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 14.1.1 and a Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

CHAPTER 15 — KINDERGARTEN TO GRADE 12 EDUCATION

15.1 INUVIALUIT JURISDICTION

- 15.1.1 The Inuvialuit Government may make laws in relation to kindergarten to grade 12 education of Inuvialuit within the Western Arctic Region.
- 15.1.2 Laws made by the Inuvialuit Government under section 15.1.1 will establish Learning Outcomes, curriculum, examination and other standards that permit transfers of students at a similar level of achievement between school systems in the Northwest Territories and permit entry to provincial and territorial post-secondary education systems.
- 15.1.3 When exercising its jurisdiction pursuant to section 15.1.1 the Inuvialuit Government shall ensure that:
- (a) all persons aged 5 years by December 31 of the current school year and not older than 21 years have access to kindergarten to grade 12 education in a regular instructional setting in their communities; and
 - (b) teacher certification standards set by the Inuvialuit Government meet or exceed territorial standards for teacher certification.
- 15.1.4 The Inuvialuit Government may create exemptions to subsection 15.1.3(a) where:
- (a) a student has reached the age of sixteen years and is expelled from school;
 - (b) the health and safety of, or the delivery of education to, a student or other students would be jeopardized by the presence of a student in a regular instructional setting; or
 - (c) program, medical or behavioural reasons warrant an exemption.
- 15.1.5 In the event of a Conflict between an Inuvialuit Law made pursuant to section 15.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.
- 15.1.6 At the request of the Inuvialuit Government, the Government of the Northwest Territories will make available to the Inuvialuit Government existing information regarding its kindergarten to grade 12 Learning Outcomes, curriculum, examination and other standards that is reasonably necessary to facilitate compliance with the obligations in section 15.1.2.

15.2 CONSULTATION

- 15.2.1 The Government of the Northwest Territories shall Consult with the Inuvialuit Government with respect to proposed changes to teacher certification standards.

CHAPTER 16 – OUT OF SCHOOL CARE AND EDUCATION

16.1 OUT OF SCHOOL CARE

- 16.1.1 The Inuvialuit Government may make laws in relation to out of school care for Inuvialuit Children within the Western Arctic Region who, at the beginning of the school year, have reached the age of five years and are not older than 12 years, including:
- (a) the licensing and regulation of facilities providing out of school care of Inuvialuit Children; and
 - (b) the certification of out of school caregivers.
- 16.1.2 The Inuvialuit Government may make laws in relation to out of school education programs and services established by the Inuvialuit Government for Inuvialuit Children within the Western Arctic Region including:
- (a) the licensing and regulation of facilities established by the Inuvialuit Government for the provision of Inuvialuit out of school education programs and services; and
 - (b) the certification of out of school educators for those programs and services.
- 16.1.3 An Inuvialuit Law made pursuant to section 16.1.1 or 16.1.2 shall provide for standards compatible with NWT core principles and objectives for early childhood education, to the extent that the Inuvialuit Law is in relation to early childhood education for Inuvialuit Children who are not older than 12 years.
- 16.1.4 In the event of a Conflict between an Inuvialuit Law made pursuant to section 16.1.1 or 16.1.2 and a Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

CHAPTER 17 – POST SECONDARY EDUCATION

17.1 INUVIALUIT JURISDICTION

- 17.1.1 The Inuvialuit Government may make laws in relation to post secondary education within the Western Arctic Region to:
- (a) establish post-secondary education programs, services and institutions, including the determination of curriculum; and
 - (b) regulate post-secondary education programs, services and institutions established by the Inuvialuit Government.
- 17.1.2 For greater certainty, Inuvialuit Laws made pursuant to section 17.1.1 apply only to post-secondary education programs, services or institutions established by the Inuvialuit Government.
- 17.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 17.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

CHAPTER 18 – STUDENT SUPPORT SERVICES

18.1 INUVIALUIT JURISDICTION

- 18.1.1 The Inuvialuit Government may make laws in relation to the provision of Student Support Services for Inuvialuit by the Inuvialuit Government.
- 18.1.2 In the event of a Conflict between an Inuvialuit Law made pursuant to section 18.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

18.2 INTERGOVERNMENTAL AGREEMENTS

- 18.2.1 Where the Inuvialuit Government is delivering Student Support Services, the Government of the Northwest Territories and Canada, either separately or jointly, shall negotiate with the Inuvialuit Government with a view to reaching an agreement on the exchange of information on Student Support Services.
- 18.2.2 Where the Inuvialuit Government is delivering Student Support Services, the Government of the Northwest Territories and Canada, either jointly or separately, may enter into an agreement with the Inuvialuit Government for the harmonization and coordination of Student Support Services.

CHAPTER 19 – ADULT EDUCATION AND TRAINING

19.1 JURISDICTION

- 19.1.1 The Inuvialuit Government may make laws in relation to Adult Education and Training of Inuvialuit within the Western Arctic Region.
- 19.1.2 For greater certainty, Inuvialuit Laws made pursuant to section 19.1.1 apply only to Adult Education and Training programs, services or institutions established by the Inuvialuit Government.
- 19.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 19.1.1 and a Federal Law or Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

19.2 INTERGOVERNMENTAL AGREEMENTS

- 19.2.1 At the request of the Inuvialuit Government, Canada and the Inuvialuit Government shall negotiate with a view to reaching an agreement or agreements for the Inuvialuit Government to deliver, to eligible Inuvialuit, federal programs and services, subject to the criteria established by Canada from time to time for the application of those programs and services, that are intended to:
- (a) improve the employability or skill level of the labour force and persons destined for the labour force; and
 - (b) facilitate access to opportunities for employment.

CHAPTER 20 – ECONOMIC DEVELOPMENT

20.1 INUVIALUIT JURISDICTION

20.1.1 For greater certainty, the Inuvialuit Government may, through the exercise of its law-making and other powers under this Agreement:

- (a) promote economic development and tourism;
- (b) establish Inuvialuit Institutions to increase opportunities for economic development and tourism; and
- (c) establish economic development and tourism policies and programs for the Inuvialuit Government.

CHAPTER 21 – TRESPASS ON INUIVALUIT LANDS

- 21.1.1 Subject to section 21.1.2, the Inuvialuit Government may make laws in relation to trespass on Inuvialuit Lands.
- 21.1.2 The Inuvialuit Government:
- (a) may only make a law under section 21.1.1 if requested in writing by the Inuvialuit Regional Corporation; and
 - (b) must obtain written approval of the draft law from the Inuvialuit Regional Corporation prior to final approval of the law by the Inuvialuit Council.
- 21.1.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 21.1.1 and a Federal Law or a Territorial Law, the Inuvialuit Law prevails to the extent of the Conflict.

CHAPTER 22 – JUSTICE AND ENFORCEMENT

22.1 ENFORCEMENT

- 22.1.1 The Inuvialuit Government is responsible for the enforcement of Inuvialuit Laws.
- 22.1.2 In order to enforce Inuvialuit Laws, the Inuvialuit Government may:
- (a) subject to section 22.1.3, make laws in relation to the appointment of Enforcement Officers; or
 - (b) enter into arrangements with the Government of the Northwest Territories or Canada.
- 22.1.3 Subject to sections 2.14.1 and 22.1.4, the powers of an Enforcement Officer shall not exceed those provided by Territorial Law or Federal Law for officers enforcing similar laws in the Northwest Territories.
- 22.1.4 The law-making authority of the Inuvialuit Government under subsection 22.1.2(a) does not include the authority to:
- (a) establish a police force or appoint peace officers, including but not limited to police officers; or
 - (b) authorize the use or carriage of firearms or restricted weapons by Enforcement Officers.
- 22.1.5 Prior to the Initialling Date, the Parties will review the wording of section 22.1.4.
- 22.1.6 Nothing in this Agreement affects the application of Federal Laws or Territorial Laws with respect to the possession, use or regulation of firearms.
- 22.1.7 The Inuvialuit Government shall establish training standards similar to those established by the Government of the Northwest Territories or Canada for its officers enforcing similar laws, including ensuring that any Enforcement Officers are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other officers carrying out similar duties in the Northwest Territories.
- 22.1.8 The Inuvialuit Government shall establish accountability standards similar to those established by the Government of the Northwest Territories or Canada for its officers enforcing similar laws, including establishing and implementing procedures for responding to complaints against Enforcement Officers.

22.2 LEGAL AID

- 22.2.1 The Inuvialuit Government may make laws in the Western Arctic Region with respect to the provision of Legal Aid to persons accused of violating Inuvialuit Laws.
- 22.2.2 An Inuvialuit Law passed pursuant to section 22.2.1 shall include criteria for determining eligibility to receive Legal Aid from the Inuvialuit Government.

22.3 SANCTIONS

- 22.3.1 Subject to sections 22.3.2 and 22.3.3, the Inuvialuit Government may make laws in relation to sanctions, including fines, Restitution, or imprisonment, for violations of Inuvialuit Laws.
- 22.3.2 Inuvialuit Laws may provide for sanctions that are no greater than those which may be imposed for comparable offences punishable on summary conviction under Territorial Laws or Federal Laws.
- 22.3.3 Where there is no comparable offence under a Territorial Law or a Federal Law, the Inuvialuit Law may provide for a maximum sanction that is no more than the greater of the general penalty provision for summary conviction offences under the *Summary Conviction Procedures Act* or section 787 of the *Criminal Code* (Canada).
- 22.3.4 Inuvialuit Laws may provide for sentencing guidelines applicable to offences established under Inuvialuit Laws, that take into account the culture and values of the Inuvialuit.
- 22.3.5 In addition to the sanctions referred to in section 22.3.1, an Inuvialuit Law may provide for other sanctions that are consistent with the culture and values of the Inuvialuit, provided that such sanctions are proportionate to the offence. Sanctions referred to in this section may be imposed on an offender in addition to or in replacement of sanctions referred to in section 22.3.1. Where a victim's participation is required for the sanction to be carried out, the victim's consent shall be obtained.
- 22.3.6 Sanctions referred to in section 22.3.5 shall not be imposed on a non-Inuvialuit offender without his or her consent. Prior to the Initialing Date, the Parties shall determine whether and under what circumstances the consent of an Inuvialuit offender is required before a sanction pursuant to section 22.3.5 may be imposed on that offender.
- 22.3.7 For greater certainty, an Inuvialuit Law may provide that, where either the consent of the victim under section 22.3.5 or the consent of the offender under section 22.3.6, is not obtained, a fine or term of imprisonment under section 22.3.1 may be imposed on the offender.

22.4 ALTERNATIVE MEASURES AND EXTRAJUDICIAL MEASURES

22.4.1 With respect to the enforcement of Inuvialuit Laws, and in order to deal with persons accused of offences created under Inuvialuit Laws, the Inuvialuit Government may establish:

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

22.4.2 The Parties may enter into discussions for the participation of the Inuvialuit Government in the delivery of pre-charge and post-charge alternative measures or extrajudicial measures established pursuant to Territorial Laws or Federal Laws.

22.5 PROSECUTIONS

22.5.1 The Inuvialuit Government is responsible for the prosecution of violations of Inuvialuit Laws.

22.5.2 In order to prosecute violations of Inuvialuit Laws, the Inuvialuit Government may:

- (a) appoint persons to be responsible for the prosecution of violations of Inuvialuit Laws; or
- (b) enter into agreements with existing prosecution services for this purpose.

22.5.3 The Inuvialuit Government shall ensure that prosecutions will be conducted in a manner consistent with the principles of prosecutorial independence.

22.6 COURTS

22.6.1 A judge of the Territorial Court has jurisdiction to hear and determine a civil matter arising under an Inuvialuit Law or a prosecution for a violation of an Inuvialuit Law if a similar matter is within the jurisdiction of the Territorial Court under a Federal Law or a Territorial Law.

22.6.2 A Justice of the Peace has jurisdiction to hear and determine a prosecution for a violation of an Inuvialuit Law if a similar matter is within the jurisdiction of a Justice of the Peace under a Federal Law or a Territorial Law.

- 22.6.3 A judge of the Supreme Court of the Northwest Territories has jurisdiction to hear an appeal of a decision of the Territorial Court or a Justice of the Peace in relation to a matter arising under an Inuvialuit Law.
- 22.6.4 A judge of the Supreme Court of the Northwest Territories has jurisdiction to hear and determine a civil matter arising under an Inuvialuit Law or a challenge to an Inuvialuit Law if a comparable matter arising under a Federal Law or a Territorial Law or a comparable challenge to a Federal Law or a Territorial Law would be within the jurisdiction of the Supreme Court of the Northwest Territories.
- 22.6.5 A judge of the Supreme Court of the Northwest Territories has exclusive jurisdiction to hear an application for judicial review of a decision of the Inuvialuit Government or an Inuvialuit Institution.
- 22.6.6 Prior to seeking judicial review of a decision of the Inuvialuit Government or an Inuvialuit Institution under section 22.6.5, an applicant must exhaust all applicable mechanisms for review established under Inuvialuit Laws.

22.7 ADMINISTRATIVE ARRANGEMENTS

- 22.7.1 Canada, the Inuvialuit Government and the Government of the Northwest Territories may enter into agreements in relation to enforcement of laws within the Western Arctic Region.
- 22.7.2 The Inuvialuit Government may enter into agreements with Canada for the Inuvialuit Government to deliver community Correctional Services to adult Inuvialuit offenders who are sentenced to federal institutions, including parole supervision and other community based services as may be delivered by Canada from time to time.
- 22.7.3 The Inuvialuit Government and Canada may enter into agreements for the care and custody of Inuvialuit offenders sentenced to federal institutions.
- 22.7.4 Agreements made pursuant to section 22.7.2 or section 22.7.3 must apply federal standards, and may include provisions respecting training of Inuvialuit.
- 22.7.5 The Inuvialuit Government and Canada may enter into agreements for the Inuvialuit Government to assist in the assessment of the social, cultural and spiritual needs of Inuvialuit offenders sentenced to federal institutions.
- 22.7.6 The services provided by the Inuvialuit Government under an agreement made pursuant to section 22.7.2 or section 22.7.3 shall be delivered in a culturally appropriate manner.
- 22.7.7 The Government of the Northwest Territories and the Inuvialuit Government may enter into agreements that promote the integration, coordination and

harmonization of justice programs and services with related programs and services.

22.7.8 The Inuvialuit Government, Canada and the Government of the Northwest Territories may enter into agreements for the participation of the Inuvialuit Government in the administration of justice in the Northwest Territories, including agreements for participation in the delivery of programs and services such as:

- (a) prevention of crime;
- (b) alternative measures provided for in section 717 of the *Criminal Code* (Canada) and extrajudicial sanctions provided for in section 10 of the *Youth Criminal Justice Act* (Canada) and section 11 of the *Youth Justice Act*;
- (c) restorative criminal justice measures, such as healing circles, family group conferencing and mechanisms to provide community and victim input into sentencing decisions; and
- (d) Legal Aid.

22.7.9 Prior to the Initialling Date, the Parties agree to meet and discuss matters addressed in this Part, including issues relating to delivery of justice programs and services in the Western Arctic Region and the possible role of the Inuvialuit Government in that delivery.

CHAPTER 23 – FINANCIAL AGREEMENTS AND OWN SOURCE REVENUE

23.1 GENERAL

- 23.1.1 The Parties acknowledge that they each have a role in supporting the Inuvialuit either through access to public programs and services or through direct financial support as may be set out either in a fiscal financing agreement or provided through other arrangements.
- 23.1.2 In Agreement negotiations, the Parties will address fiscal matters including:
- (a) Agreement provisions regarding the ongoing fiscal relationship among the Parties; and
 - (b) funding arrangements to take effect no later than the Effective Date that will set out terms, conditions and funding with respect to the responsibilities assumed by the Inuvialuit Government, taking into account its ability to contribute from its own source revenues.
- 23.1.3 The Inuvialuit and the Government of the Northwest Territories have been advised that Canada is developing a new national fiscal policy including a transparent methodology for determining levels of federal funding that may be provided to self governing Aboriginal groups in Canada to support the delivery of agreed upon programs and services, taking into account the capacity of each self governing Aboriginal group to generate revenues from its own sources.
- 23.1.4 Canada and the Inuvialuit have been advised of the Government of the Northwest Territories' approach to the provision of funding to self-governing Aboriginal groups in the Northwest Territories.
- 23.1.5 The establishment of the Inuvialuit Government, the recognition of the law making authority of the Inuvialuit Government, or the exercise of that authority by the Inuvialuit Government pursuant to the Agreement does not create or imply any financial obligation or service responsibility on the part of any Party other than as set out in the Agreement, a fiscal financing agreement or any other agreement between the Inuvialuit Government and Government.
- 23.1.6 Any funding for the purposes of a fiscal financing agreement, or any other agreement that is contemplated by the Agreement and that provides for financial obligations to be assumed by a Party, is subject to the appropriation of funds:
- (a) in the case of Canada, by the Parliament of Canada;
 - (b) in the case of the Government of the Northwest Territories, by the Legislative Assembly of the Northwest Territories; and

(c) in the case of the Inuvialuit Government, by the Inuvialuit Council.

CHAPTER 24 – TAXATION

24.1 DEFINITIONS

24.1.1 In this Chapter:

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

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

24.2 DIRECT TAXATION POWERS

24.2.1 The Inuvialuit Government may make laws in relation to:

- (a) Direct taxation of Inuvialuit within Inuvialuit Lands and Inuvialuit Communities, in order to raise revenue for Inuvialuit Government purposes; and
- (b) the implementation of any taxation agreement entered into between it and Canada or the Government of the Northwest Territories.

24.2.2 The Inuvialuit law-making authority under section 24.2.1 does not limit the taxation powers of Canada or the Government of the Northwest Territories.

24.2.3 Prior to the conclusion of the Agreement, the Parties will address the issue of providing for the consistency of Inuvialuit Laws and other exercises of power with International Legal Obligations in respect of taxation. The Agreement will provide for the consistency of Inuvialuit Laws and other exercises of power with International Legal Obligations in respect of taxation.

24.3 TAXATION POWERS AGREEMENTS

24.3.1 From time to time, at the request of the Inuvialuit Government, Canada and the Government of the Northwest Territories, together or separately, may negotiate and attempt to reach agreement with the Inuvialuit Government respecting:

- (a) the extent to which the Direct taxation law-making authority under section 24.2.1 may be extended to apply to Persons other than Inuvialuit, within Inuvialuit Lands and Inuvialuit Communities; and

- (b) the manner in which the Inuvialuit Government law-making authority under section 24.2.1, including any extension resulting from the application of subsection 24.3.1(a), could be coordinated with existing federal or territorial tax systems, including:
 - (i) the amount of tax room that Canada or the Government of the Northwest Territories may be prepared to vacate in favour of taxes imposed by the Inuvialuit Government, and
 - (ii) the terms and conditions under which Canada or the Government of the Northwest Territories may administer, on behalf of the Inuvialuit Government, taxes imposed by the Inuvialuit Government.

24.3.2 Notwithstanding Chapter 22 — Justice and Enforcement, a taxation powers agreement under section 24.3.1 may provide for, or enable an Inuvialuit Law to provide for:

- (a) fines or terms of imprisonment under an Inuvialuit Law in relation to taxation that are greater than the limits set out in section 22.3.2; and
- (b) other measures related to the administration, enforcement, adjudication and appeals of matters in relation to taxation.

24.4 TRANSFER OF ASSETS

24.4.1 A transfer of Assets to the Inuvialuit Government under the Agreement is not taxable.

24.4.2 For federal and territorial income tax purposes, Assets are deemed to have been acquired by the Inuvialuit Government at a cost equal to their fair market value on the later of the Effective Date and the date of transfer.

24.5 TAX TREATMENT AGREEMENT

24.5.1 The Parties shall enter into a tax treatment agreement, which will come into effect and have force of law on the Effective Date. Canada will recommend to the Parliament of Canada and the Government of the Northwest Territories will recommend to the Legislative Assembly that the tax treatment agreement be given effect and force of law by Federal Law and Territorial Law, respectively. The tax treatment agreement will address the following subject matters:

- (a) the income tax treatment of the Inuvialuit Government;
- (b) the sales tax treatment of the Inuvialuit Government;

- (c) donations, including artifacts, made to the Inuvialuit Government; and
- (d) any other matters agreed to by the Parties.

24.6 STATUS OF AGREEMENTS UNDER THIS CHAPTER

24.6.1 Any taxation powers agreement or tax treatment agreement negotiated in accordance with this Chapter would not form part of the Agreement, nor be a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

CHAPTER 25 – IMPLEMENTATION

25.1 IMPLEMENTATION PLAN

- 25.1.1 The Parties acknowledge that they each have a role in supporting the implementation of the Agreement.
- 25.1.2 Upon approval of this Agreement in Principle and prior to the Initialling Date, the Parties shall develop and agree upon an Implementation Plan.
- 25.1.3 The Implementation Plan shall:
- (a) be for an initial term of ten years commencing on the Effective Date;
 - (b) identify the obligations in the Agreement, the activities to be undertaken to fulfill those obligations, and the Party or Parties responsible for undertaking those activities;
 - (c) set the anticipated time frames for completion of the activities;
 - (d) include a communications strategy and plan to inform the Inuvialuit and other Western Arctic residents on the implementation and contents of the Agreement;
 - (e) include a process for amending and renewing the Implementation Plan; and
 - (f) address any other matters agreed to by the Parties.
- 25.1.4 For greater certainty, the Implementation Plan does not preclude any Party from asserting that rights or obligations exist even though they are not referred to in the Implementation Plan.

25.2 STATUS OF THE IMPLEMENTATION PLAN

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

25.2.2 Prior to the Initialling Date, the Parties will review the wording of subsection 25.2.1(b).

25.3 IMPLEMENTATION COMMITTEE

25.3.1 The Implementation Committee is established on the Effective Date and will continue until the Parties agree to dissolve the Implementation Committee.

25.3.2 The Implementation Committee will consist of three members. Each Party shall appoint one member to the Implementation Committee. An Implementation Committee member may invite other individuals to participate in Implementation Committee meetings, to support or assist the Implementation Committee member.

25.3.3 The Implementation Committee shall:

- (a) make decisions with the unanimous agreement of all members;
- (b) monitor and discuss the implementation of the Agreement and the Implementation Plan;
- (c) attempt to resolve issues identified by any Party with respect to the implementation of the Agreement, including recommending amendments to the Agreement for this purpose;
- (d) establish its own procedures or operating guidelines;
- (e) facilitate communications about the implementation of the Agreement;
- (f) conduct reviews of the Implementation Plan;
- (g) revise the Implementation Plan as agreed;
- (h) prepare and provide the Parties with an annual report on the implementation of the Agreement; and
- (i) address other matters agreed to by the Parties.

25.3.4 Prior to the Initialling Date, the Parties will review the wording of subsection 25.3.3(h) with respect to required contents of annual reports.

25.3.5 Each Party shall be responsible for the costs of participation of the member it appoints to the Implementation Committee.

25.3.6 Canada shall be responsible for publishing the annual report prepared by the Implementation Committee.

25.4 REVIEW

- 25.4.1 A Party may request at any time, a review of a provision of the Agreement. The request:
- (a) must state the provision proposed for review;
 - (b) must include reasons for requesting the review; and
 - (c) may include a proposed amendment to the Agreement.
- 25.4.2 The Parties shall consider in good faith a request made under section 25.4.1.
- 25.4.3 A Party receiving a request made under section 25.4.1 shall respond in writing to the other Parties within 120 days stating, with reasons, whether it agrees that a review should be conducted.
- 25.4.4 Within 60 days of the Parties agreeing to conduct a review, the Parties shall establish a review committee, to conduct the review.
- 25.4.5 When a review is conducted, all Parties shall participate in good faith in the review, and the duty shall be the same for all Parties.
- 25.4.6 The review committee shall complete its review and prepare a written report within 12 months of the commencement of the review. The report shall describe the issues raised, the submissions of the Parties, and may contain recommendations, including minority recommendations, and suggested amendments to the Agreement.
- 25.4.7 Each Party shall provide in writing to the other Parties its response to the report of the review committee, including reasons for accepting or rejecting a recommendation, within six months of receiving the report referred to in section 25.4.6, unless otherwise agreed by the Parties.
- 25.4.8 The discussions, recommendations made and any responses provided by the Parties in the course of a review do not create legally binding rights and obligations and, for greater certainty, are not subject to the dispute resolution process set out in Chapter 26 of this Agreement or to review by any court.
- 25.4.9 Each Party shall be responsible for the costs of its participation in the review process.

CHAPTER 26 – DISPUTE RESOLUTION

26.1 APPLICATION

- 26.1.1 Unless otherwise specified in the Agreement, this Chapter applies to:
- (a) a dispute between or among the Parties with respect to the interpretation, application or implementation of this Agreement; and
 - (b) a dispute between or among the Parties arising under an agreement that is ancillary, subsequent or supplemental to this Agreement, where that agreement provides for this Chapter to apply to that dispute.
- 26.1.2 This Chapter does not apply to the Implementation Plan, but for greater certainty Disputants may refer to activities in the Implementation Plan as evidence in Disputes with respect to the interpretation, application or implementation of this Agreement.

26.2 INVOKING THE DISPUTE RESOLUTION PROCESS

- 26.2.1 A Party may invoke the dispute resolution process by giving written notice to the other Parties.
- 26.2.2 The written notice referred to in section 26.2.1 shall:
- (a) identify each other Party that is a party to the Dispute; and
 - (b) include a brief statement of the nature of the Dispute.
- 26.2.3 The Party invoking the dispute resolution process and each Party identified in subsection 26.2.2(a) are Disputants.
- 26.2.4 A Party that is not identified in subsection 26.2.2(a) may become a Disputant by giving written notice forthwith to the other Parties.
- 26.2.5 Each Disputant shall, within 14 days of giving or receiving the notice referred to in section 26.2.1 or giving the notice referred to in section 26.2.4, identify its representative to each other Disputant.
- 26.2.6 Prior to invoking further formal steps in the dispute resolution process set out in this Chapter, the Disputants shall negotiate in good faith to attempt to resolve the Dispute.

26.3 MEDIATION

- 26.3.1 If a Dispute is not resolved informally within 90 days after a Party gives written notice to the other Party or Parties pursuant to section 26.2.1, a

- Disputant may invoke the mediation process by giving written notice to each other Disputant stating that it is referring the matter to mediation.
- 26.3.2 Within 60 days of receiving notice referred to in section 26.2.1, the Disputants shall attempt to agree on a mediator.
- 26.3.3 Where the Disputants agree upon a mediator, they shall jointly appoint the mediator and the mediation shall commence within 40 days of the appointment of the mediator.
- 26.3.4 Where the Disputants have not agreed on a mediator within the 60 days referred to in section 26.3.2, the Disputants shall apply to the Supreme Court of the Northwest Territories for a mediator to be appointed by the court.
- 26.3.5 Where a Dispute is referred to mediation, each Disputant shall:
- (a) name a representative with authority, or direct access to a person with authority, to settle the Dispute;
 - (b) meet with the mediator at a time and place set by the mediator;
 - (c) attend the mediation for at least seven hours, unless otherwise agreed;
 - (d) participate in good faith; and
 - (e) bear its own costs of the mediation and, unless otherwise agreed, share equally all other costs of the mediation.
- 26.3.6 Unless the Disputants otherwise agree, the mediation shall conclude within 30 days from the initial meeting of the Disputants with the mediator.
- 26.3.7 The mediator shall, within 21 days of the conclusion of mediation, prepare a written report for the Disputants that includes a statement of:
- (a) the issues in dispute;
 - (b) any agreements reached by the Disputants; and
 - (c) any issues remaining in dispute.
- 26.3.8 Where an issue remains in dispute following mediation, a Disputant may commence legal proceedings in respect of the issue with notice referred to in section 26.6.2, or may, with the written consent of each other Disputant, refer the issue to arbitration by an arbitrator or an arbitration panel pursuant to Part 26.4.
- 26.3.9 The written consent referred to in section 26.3.8 shall be evidenced by a consent agreement that addresses:

- (a) whether the Dispute is to be referred to a single arbitrator or to an arbitration panel;
- (b) where the Dispute is to be referred to an arbitration panel, the number of arbitrators on the panel;
- (c) the identity of the arbitrator or members of the arbitration panel; and
- (d) any other matters that may be agreed to by the Disputants.

26.4 ARBITRATION

- 26.4.1 Where a consent agreement has been made pursuant to section 26.3.8, the Disputants shall jointly appoint the arbitrator or the members of the arbitration panel.
- 26.4.2 Where the Disputants appoint an arbitration panel, the references in this Chapter to an arbitrator apply to the arbitration panel, with the necessary changes.
- 26.4.3 The arbitration shall commence within 60 days of the appointment of the arbitrator.
- 26.4.4 Unless the Disputants otherwise agree, a person who has mediated a Dispute may not arbitrate the same Dispute.
- 26.4.5 Unless the Disputants otherwise agree, the proceedings before the arbitrator shall be held in private.
- 26.4.6 Unless the Disputants otherwise agree, the arbitrator appointed to decide a Dispute:
- (a) shall, subject to this Chapter, decide the process and procedures for the arbitration, including the method of giving evidence;
 - (b) may subpoena witnesses and order production of documents;
 - (c) may administer oaths or affirmations to witnesses;
 - (d) shall determine questions of law or jurisdiction or may refer such questions to the Supreme Court of the Northwest Territories;
 - (e) shall determine all questions of fact;
 - (f) may provide interim relief;
 - (g) may provide for the payment of interest and costs; and

(h) may correct clerical errors in orders and decisions.

26.4.7 The arbitrator shall render a written decision on the Dispute, including reasons and a recital of the facts upon which the decision is based, within 60 days of the termination of the arbitration hearings, unless the Disputants agree to an extension of time.

26.4.8 The arbitrator shall provide a copy of the written decision to the Parties.

26.4.9 Each Party shall make the arbitrator's written decision available to the public on request.

26.4.10 The decision of the arbitrator is final and binding on the Disputants and shall not be challenged by appeal or review in any court except on the ground that the arbitrator erred in law or exceeded the arbitrator's jurisdiction.

26.4.11 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear an appeal or an application for a review of the arbitrator's decision on the grounds set out in section 26.4.10.

26.4.12 Unless otherwise agreed by the Disputants or ordered by the arbitrator, each Disputant shall bear its own costs of the arbitration and an equal share of the other costs of the arbitration.

26.4.13 A Disputant may, after the expiration of 14 days from the date of the release of an arbitration decision, or from the date set by the arbitrator for compliance, whichever is the later, file, in the Registry of the Supreme Court of the Northwest Territories, a copy of the arbitration decision, and it shall be entered as if it were a decision or order of that Court and, on being entered, shall be deemed, for all purposes except an appeal from the decision, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.

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

26.5 SETTLEMENT OF DISPUTE

26.5.1 At any time after the commencement of arbitration, but before a decision is rendered by an arbitrator, the Disputants may settle their dispute in which case the process is concluded.

26.6 COMMENCING LEGAL PROCEEDINGS

26.6.1 No Party shall commence legal proceedings in respect of a dispute arising out of any of the matters referred to in section 26.1.1 without first complying with the negotiation and mediation processes set out in this Chapter.

- 26.6.2 Prior to commencing legal proceedings referred to in section 26.6.1, a Party shall provide 30 days' written notice to the other Parties.
- 26.6.3 Despite sections 26.6.1 and 26.6.2, a Party may commence legal proceedings to:
- (a) prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - (b) obtain interlocutory or interim relief pending resolution of the Dispute under this Chapter.
- 26.6.4 Prior to the Initialing Date, the Parties agree to address the roles of the Supreme Court of the Northwest Territories, the Territorial Court of the Northwest Territories and the Federal Court of Canada with respect to the interpretation of the Agreement.

26.7 GENERAL

- 26.7.1 Meetings, mediation sessions and arbitration hearings pursuant to this Chapter shall be held in the Western Arctic Region or in Yellowknife, unless the Disputants otherwise agree.
- 26.7.2 By agreement, the Disputants may abridge or extend the time frames set out in this Chapter.
- 26.7.3 An arbitrator of a Dispute shall not, in the arbitral award:
- (a) question the validity of any provision of the Agreement; or
 - (b) amend or delete any provision of the Agreement.
- 26.7.4 Unless the Disputants otherwise agree, information disclosed pursuant to Parts 26.2 and 26.3 shall be kept confidential by the Disputants, any Party that is not a Disputant, and the mediator.
- 26.7.5 The disclosure of information by a Disputant in negotiations or mediation is not a waiver of any privilege by that Disputant for purposes of any arbitration or legal proceedings.
- 26.7.6 All negotiations and mediation efforts of a Dispute are conducted on a without prejudice basis for the purposes of any subsequent arbitration or legal proceedings with respect to the Dispute.
- 26.7.7 All documents prepared for negotiations or mediation of a Dispute are privileged for the purposes of any subsequent arbitration or legal proceedings with respect to the Dispute.

- 26.7.8 Where a person has acted as a mediator or arbitrator of a Dispute,
- (a) that person may not be called to give evidence, and is not compellable as a witness, in legal proceedings related to the Dispute; and
 - (b) the person's notes or records related to the Dispute are not admissible as evidence in any legal proceedings related to the Dispute.

CHAPTER 27 – AMENDMENT

27.1 GENERAL

- 27.1.1 For greater certainty, no amendments to the Agreement are intended to define an Aboriginal right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982*.
- 27.1.2 For greater certainty, no amendment to this Agreement is valid to the extent that it creates a Conflict with or is inconsistent with the IFA or the IFA Settlement Legislation.
- 27.1.3 For greater certainty, the Parties may agree in writing to waive any element of Part 27.2 when considering amendments to the Agreement.

27.2 PROPOSING AMENDMENTS TO THE AGREEMENT

- 27.2.1 During the two years prior to an Anniversary Date, any Party may make proposals, in writing, to the other Parties to amend the Agreement.
- 27.2.2 Where a proposal for an amendment to the Agreement has been made pursuant to section 27.2.1, the Parties shall enter into discussions within 90 days of the Anniversary Date.
- 27.2.3 The Parties may, after the discussions referred to in section 27.2.2, agree to enter into negotiations for the purpose of:
- (a) amending the Agreement; or
 - (b) reaching agreement on measures other than an amendment to the Agreement.

27.3 AMENDING THE NATURE OF THE AGREEMENT

- 27.3.1 The Inuvialuit Government may, at any time, give notice to the other Parties requesting the Agreement be amended to become a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 27.3.2 Within 90 days of receiving the request pursuant to section 27.3.1, the Parties shall meet to address this request and the amendments necessary to this Agreement to make this Agreement a treaty.

27.4 APPROVAL AND IMPLEMENTATION OF AMENDMENTS

- 27.4.1 Any amendment to the Agreement requires the written consent of all Parties.
- 27.4.2 If the Parties consent to an amendment to the Agreement, the Parties shall, as soon as reasonably practicable, give effect to the amendment as follows:

- (a) Canada shall give its approval by an order of the Governor in Council;
- (b) the Government of the Northwest Territories shall give its approval by an order of the Commissioner in Executive Council; and
- (c) the Inuvialuit Government shall give its approval by the process set out in the Inuvialuit Constitution.

27.4.3 If Federal Law, Territorial Law or Inuvialuit Law is required to implement an amendment to the Agreement, Canada, the Government of the Northwest Territories or the Inuvialuit Government, as the case may be, shall recommend the necessary legislation to Parliament, the Legislative Assembly and the Inuvialuit Council, and the amendment takes effect when the last required law comes into force.

27.4.4 Where an amendment to the Agreement does not require legislation, the amendment takes effect on a date agreed to by the Parties, but if no date is set, on the date that the last Party gave its approval to the amendment.

CHAPTER 28 — RATIFICATION

28.1 SUBMISSION FOR RATIFICATION

28.1.1 The Agreement will be submitted to the Parties for ratification after it has been initialled by the Chief Negotiators for the Parties.

28.1.2 Nothing in section 28.1.1 requires this Agreement to be submitted:

- (a) by the Government of the Northwest Territories for ratification in accordance with Part 28.3, until after:
 - (i) the Inuvialuit Constitution has been approved in accordance with section 3.3.4; and
 - (ii) the Inuvialuit have held a ratification vote for this Agreement in accordance with this Chapter, and the outcome of that vote satisfies the approval requirements of subsection 28.2.1(a); and
- (b) by Canada for ratification in accordance with Part 28.4, until after approval of the Agreement by the Executive Council of the Government of the Northwest Territories in accordance with subsection 28.3.1(a).

28.2 RATIFICATION BY THE INUVIALUIT

28.2.1 Ratification of the Agreement by the Inuvialuit requires that:

- (a) a ratification vote for the eligible voters of the Inuvialuit be conducted by secret ballot in accordance with this Chapter;
- (b) of the eligible voters of the Inuvialuit who participate in the ratification vote, a majority votes to approve the Agreement;
- (c) the majority of the eligible voters of the Inuvialuit referred to in subsection (b) also constitutes at least 25 percent of the eligible voters of the Inuvialuit; and
- (d) the Agreement be signed by the Chair and Chief Executive Officer of the Inuvialuit Regional Corporation as authorized through the ratification vote.

28.3 RATIFICATION BY THE GOVERNMENT OF THE NORTHWEST TERRITORIES

28.3.1 Ratification of the Agreement by the Government of the Northwest Territories requires:

- (a) approval of the Agreement by the Executive Council of the Government of the Northwest Territories;
- (b) that the Agreement be signed by a Minister authorized by the Executive Council of the Government of the Northwest Territories; and
- (c) the coming into force of the territorial ratification legislation giving effect to the Agreement.

28.3.2 The Government of the Northwest Territories shall, as soon as practicable after the Signing Date, recommend to the Legislative Assembly of the Northwest Territories that the Agreement be approved, given effect and declared valid by Territorial Law.

28.4 RATIFICATION BY CANADA

28.4.1 Ratification of the Agreement by Canada requires:

- (a) that the Agreement be signed by a Minister authorized by the federal Cabinet to do so; and
- (b) the coming into force of the federal legislation giving effect to the Agreement.

28.4.2 Canada shall, as soon as practicable after the Signing Date, recommend to the Parliament of Canada that the Agreement be approved, given effect and declared valid by Federal Law.

28.5 LEGISLATION CONCERNING THE AGREEMENT

28.5.1 Canada and the Government of the Northwest Territories shall Consult the Inuvialuit Regional Corporation in the preparation of:

- (a) the legislation giving effect to the Agreement; and
- (b) any other legislation proposed at the same time to implement provisions of the Agreement.

28.5.2 Canada and the Government of the Northwest Territories shall Consult the Inuvialuit Government in the preparation of:

- (a) any amendments to the legislation giving effect to the Agreement;
- (b) any other legislation which is proposed after the Effective Date to implement the provisions of the Agreement; and
- (c) any amendments to legislation which implements the provisions of the Agreement.

28.6 RATIFICATION COMMITTEE

- 28.6.1 A ratification committee shall be established on a date agreed to by the Parties.
- 28.6.2 The ratification committee will be responsible for the ratification process set out in this Chapter.
- 28.6.3 The ratification committee shall be composed of:
- (a) two persons appointed by the Inuvialuit Regional Corporation
 - (b) two persons appointed by the Department of Indian Affairs and Northern Development; and
 - (c) two persons appointed by the Department of Aboriginal Affairs and Intergovernmental Relations.
- 28.6.4 The ratification committee shall determine and publish its own procedures and rules which shall be in accordance with the principles of natural justice and this Chapter.
- 28.6.5 The ratification committee shall prepare a budget, subject to review and approval by Canada and the Government of the Northwest Territories.
- 28.6.6 The approved expenses of the ratification committee shall be a charge on Canada and the Government of the Northwest Territories.

28.7 PRELIMINARY VOTERS LIST

- 28.7.1 The ratification committee shall:
- (a) prepare a preliminary list of eligible voters;
 - (b) set the date by which appeals under section 28.8.1 must be made, which shall be not longer than 45 days after the publication of the preliminary voters list, and specify that date on that list; and
 - (c) publish the preliminary voters list, at least 120 days prior to the date of the ratification vote, in the Inuvialuit Communities and in Yellowknife.
- 28.7.2 Prior to the Initialling Date, the Parties shall address the definition of “eligible voter” for the purposes of this Chapter.
- 28.7.3 The Inuvialuit and the Government of the Northwest Territories have been advised that Canada’s position is that all beneficiaries of the IFA should be considered eligible voters for the purposes of this Chapter.

28.8 APPEALS

28.8.1 An appeal, in writing, may be made to the ratification committee within the period set out in subsection 28.7.1(b), by a person whose name is:

- (a) not on the preliminary voters list, to have that person's name included on the official voters list; and
- (b) on the preliminary voters list, to prevent the name of that person or of another person from being included on the official voters list on the basis of ineligibility.

28.8.2 Where an appeal is in respect of another individual, the ratification committee will make best efforts to provide notice to that individual that an appeal has been launched against the inclusion of his or her name on the official voters list.

28.8.3 The ratification committee shall, in respect of an appeal pursuant to section 28.8.1:

- (a) hear it in the manner it considers appropriate;
- (b) make its decision on the basis of evidence it considers credible and trustworthy; and
- (c) prior to publishing the official voters list pursuant to section 28.9.2, give its decision in writing to the appellant and, in the case of an appeal pursuant to subsection 28.8.1(b), to the person alleged to be ineligible.

28.8.4 The ratification committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised pursuant to section 28.8.1, where those errors are brought to its attention within the period pursuant to subsection 28.7.1(b).

28.8.5 A decision of the ratification committee under Part 28.8 is final.

28.9 OFFICIAL VOTERS LIST

28.9.1 The ratification committee shall, at least 60 days before the first day of the vote, revise the preliminary voters list in accordance with its decisions pursuant to sections 28.8.2 to 28.8.4 and produce it as the official voters list.

28.9.2 The ratification committee shall publish the official voters list in the Inuvialuit Communities and in Yellowknife.

28.10 INFORMATION CAMPAIGN

28.10.1 The ratification committee shall:

- (a) be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the Agreement; and
- (b) organize meetings in the Inuvialuit Communities and in Yellowknife to provide eligible voters an opportunity to discuss the Agreement with representatives of the Parties.

28.11 RATIFICATION VOTE

28.11.1 The ratification committee shall:

- (a) set the date of the ratification vote, including advance polls, which shall not be later than 12 months after the creation of the ratification committee;
- (b) specify that the ratification vote shall be held on the same date in all polling stations;
- (c) establish rules for the conduct of the ratification vote, including the establishment of polling stations and the provision of mail-in ballots that are consistent with this Chapter;
- (d) publish the date set pursuant to subsection 28.11.1(a) and information on ratification process requirements pursuant to subsection 28.11.1(c) in the Inuvialuit Communities and in Yellowknife at least 60 days before the first voting day;
- (e) prepare information materials for approval by the Parties for distribution to all eligible voters;
- (f) develop the form and content of the ballot to be approved by the Parties; and
- (g) receive and report final results to the Parties and publish the results in the Inuvialuit Communities and, in Yellowknife and in any other location it considers appropriate, showing the:
 - (i) number of eligible voters,
 - (ii) number of ballots cast,
 - (iii) number of ballots approving the Agreement,
 - (iv) number of ballots not approving the Agreement,
 - (v) number of ballots spoiled or rejected, and
 - (vi) percentage of votes cast in favour.

28.12 CHANGES TO AGREEMENT PRIOR TO EFFECTIVE DATE

- 28.12.1 After the Initialling Date and before the Signing Date, the Chief Negotiators for the Parties may agree to make minor changes to the Agreement.
- 28.12.2 After the Signing Date and before the Effective Date, the Chief Negotiators for the Parties may agree to correct any editing, grammatical or typographical errors found in the Agreement, and the corrections may be incorporated in the final printing of the Agreement after the Effective Date.

28.13 EFFECTIVE DATE

- 28.13.1 Canada shall recommend to the Parliament of Canada that the Federal Law referred to in section 28.4.2 provide for the Agreement to come into effect after approval by Parliament on a date agreed by the Parties, set by a federal Order-in-Council, which date shall be at least two weeks after the federal Order-in-Council is made.
- 28.13.2 The Government of the Northwest Territories shall recommend to the Legislative Assembly of the Northwest Territories that the Territorial Law referred to in section 28.3.2 provide for the Agreement to come into effect on the date fixed under section 28.13.1.

CHAPTER 29 –TRANSITIONAL MATTERS

29.1 FIRST ELECTION

- 29.1.1 The election of the first Inuvialuit Council shall be in accordance with the Inuvialuit Constitution and determined by the result of an election conducted pursuant to the *Local Authorities Elections Act*.
- 29.1.2 Persons elected to the Inuvialuit Council pursuant to section 29.1.1 before the Effective Date do not take office until the Effective Date.

29.2 PRE-EFFECTIVE DATE PLAN

- 29.2.1 Upon approval of this Agreement in Principle and prior to the Initialling Date, the Parties shall agree upon a pre-Effective Date plan.
- 29.2.2 The pre-Effective Date plan shall identify the time frames and the responsibilities of each Party for the activities to be completed prior to the Effective Date including:
- (a) the development and ratification of an Inuvialuit Constitution;
 - (b) the conduct of the election of the first Inuvialuit Council;
 - (c) the development of core Inuvialuit Laws;
 - (d) training and capacity building to assist Inuvialuit in preparing to operate the Inuvialuit Government on the Effective Date;
 - (e) a communications strategy to inform Inuvialuit and other residents of the Western Arctic Region of the contents of the Agreement; and
 - (f) any other matters that this Agreement requires or the Parties deem necessary.

**CHAPTER 30 – SUBJECT MATTERS TO BE ADDRESSED
IN FINAL AGREEMENT NEGOTIATIONS**

30.1 FINAL AGREEMENT MATTERS

30.1.1 In addition to the other matters set out in this Agreement in Principle, the Parties agree to address prior to the Initialling Date:

- (a) the post-Effective Date training and capacity building requirements of the Inuvialuit to assume the responsibilities of self-government, including consideration of:
 - (i) the enhancement of the capacity of Inuvialuit;
 - (ii) human resource development strategies relating to:
 - (A) the making and enforcement of Inuvialuit Laws;
 - (B) the delivery of programs and services; and
 - (C) assistance required by Inuvialuit in acquiring the education, skills and training necessary to support the Inuvialuit Government;
 - (iii) the culture and language of the Inuvialuit; and
 - (iv) any other considerations that the Parties may agree to;
- (b) other aspects of justice, including the establishment of an Inuvialuit court,² the role of Inuvialuit Institutions, corrections including possible administrative arrangements and any consequential changes to Chapter 22 — Justice and Enforcement;
- (c) heritage resources;
- (d) whether any additional provisions are required regarding Consultation;
- (e) whether the Agreement should impose procedural obligations on a Party that intends to make a law in relation to subject matters to be specified in the Agreement, and if so the nature of those obligations;
- (f) jurisdiction over employees under section 3.5.1;
- (g) the definition of “Inuvialuk” in relation to eligibility of individuals who are Inuvialuit but who may not be shareholders under the IFA; and

² Canada is reviewing the issue of the establishment of Aboriginal courts.

(h) [any other outstanding matters to be added to this section].

30.1.2 In addition to the matters set out in this Agreement in Principle, Canada and the Inuvialuit Regional Corporation agree to address prior to the Initialling Date the law-making and other authorities of the Inuvialuit Government in the Inuvialuit Settlement Region outside the Northwest Territories.

30.1.3 Prior to the Initialling Date, the Parties may agree to address in the Agreement matters not listed in section 30.1.1.

CHAPTER 31 – APPROVAL OF THIS AGREEMENT-IN-PRINCIPLE

31.1 GENERAL

- 31.1.1 This Agreement-in-Principle shall be submitted to the Parties for approval after this Agreement-in-Principle has been initialled by the Chief Negotiators for the Parties.
- 31.1.2 Once this Agreement-in-Principle is initialled by the Chief Negotiators for the Parties, the Parties agree to make joint efforts to communicate the content of this Agreement-in-Principle to all residents of the Western Arctic Region.
- 31.1.3 The Inuvialuit shall have approved this Agreement-in-Principle when it has been signed by the Chairperson of the Inuvialuit Regional Corporation on behalf of the Inuvialuit.
- 31.1.4 The Government of the Northwest Territories shall have approved this Agreement-in-Principle when it has been signed by the Minister of Aboriginal Affairs and Intergovernmental Relations on behalf of the Government of the Northwest Territories.
- 31.1.5 Canada shall have approved this Agreement-in-Principle when it has been signed by the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians on behalf of the Government of Canada.
- 31.1.6 This Agreement-in-Principle shall be considered approved when all Parties have approved it.

31.2 POST-APPROVAL

- 31.2.1 Once this Agreement-in-Principle is approved, the Parties shall jointly make it public.