

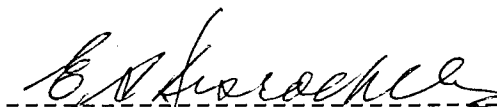
DEPARTMENT OF CANADIAN HERITAGE

I, E. A. DESROCHERS, do hereby certify that the photostatic document hereto annexed is a true copy of

an Agreement dated the 28th day of June, 1996 made between HER MAJESTY THE QUEEN IN RIGHT OF CANADA, THE GOVERNMENT OF THE NORTHWEST TERRITORIES, THE INUVIALUIT GAME COUNCIL, THE INUVIALUIT REGIONAL CORPORATION, THE PAULATUK COMMUNITY CORPORATION and THE PAULATUK HUNTERS AND TRAPPERS COMMITTEE, respecting an Agreement to establish a National Park in the Inuvialuit Settlement Region near Paulatuk, Northwest Territories,

and which document is kept in the official records of the Government of Canada, in Investment Portfolio Management, Parks Canada Investments, Department of Canadian Heritage.

Dated at the City of Hull, in the Province of Québec
this 12th day of July, 1996.



E.A. Desrochers
Registrar
Investment Portfolio Management
Parks Canada

THE TUKTUT NOGAI AGREEMENT

**AN AGREEMENT TO ESTABLISH
A NATIONAL PARK
IN THE INUVIALUIT SETTLEMENT REGION
NEAR PAULATUK,
NORTHWEST TERRITORIES**

June, 1996

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THE TUKTUT NOGAI AGREEMENT

THE PARTIES:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Communications (responsible for national parks), hereinafter referred to as the Minister of Canadian Heritage; ("Canada")

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Commissioner; ("GNWT")

THE INUVIALUIT GAME COUNCIL, a society duly incorporated pursuant to the *Societies Act* of the Northwest Territories; ("IGC")

THE INUVIALUIT REGIONAL CORPORATION, a corporation duly incorporated pursuant to Part II of the *Canada Corporations Act*; ("IRC")

THE PAULATUK COMMUNITY CORPORATION, a corporation duly incorporated pursuant to Part II of the *Canada Corporations Act*; and ("PCC")

THE PAULATUK HUNTERS AND TRAPPERS COMMITTEE, a society duly incorporated pursuant to the *Societies Act* of the Northwest Territories. ("PHTC")

WHEREAS:

A. The Parties wish to create Tuktut Nogait National Park ("the Park") in the area described in Annex 1 to this Agreement, for the purposes set out in Section 2 of this Agreement; and

B. The Park lies within the Inuvialuit Settlement Region, defined in Section 2 and Annex A-1 of the Inuvialuit Final Agreement ("IFA"), which Parliament approved, gave effect to and declared valid in the *Western Arctic (Inuvialuit) Claims Settlement Act*, S.C., 1984, c. 49, proclaimed into force on July 25, 1984; and

C. The lands and waters to become the Park are under the administration and control of Her Majesty the Queen in Right of Canada; and

D. The Inuvialuit Final Agreement recognizes certain Inuvialuit rights and responsibilities within the Inuvialuit Settlement Region ("ISR") and thus within the Park; and

E. The Minister of Canadian Heritage ("the Minister") is responsible before Parliament for the administration, management and control of national parks in Canada under the authority of the *National Parks Act* R.S.C. 1985 c. N-14, as amended, hereinafter referred to as the *National Parks Act*, and the *Department of Communications Act* R.S.C. c. C-24 ; and

F. The IGC, IRC, PCC and PHTC have those responsibilities set out in the Inuvialuit Final Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 DEFINITIONS AND ABBREVIATIONS

"Agreement" means this Agreement. (*"Entente"*)

"Archaeological Site" means a place at which evidence of previous human activities can be found and at which an understanding of these activities can be achieved through the employment of archaeological methods and techniques. (*"site archéologique"*)

"Archaeological Site Assemblages" means the totality of Archaeological Specimens recovered and records of observations made during the archaeological investigation of a site. (*"assemblages de site archéologique"*)

"Archaeological Specimen" means an object, component of an object, a fragment or shard of an object, a cast or model of an object, or a soil, botanical or other sample of archaeological interest. (*"spécimen archéologique"*)

"Bid Invitation" means to call for bids by Public Notice. (*"appel d'offres"*)

"Bid Solicitation" means to request bids from a limited number of businesses based on some form of pre-qualification or selection criteria. (*"demande de soumissions"*)

"Board" means the Tuktut Nogait National Park Management Board described primarily in Sections 5 through 7 of this Agreement. (*"Conseil de gestion"*)

"Canada" means the Government of Canada as represented by the Minister of Canadian Heritage with responsibility for Parks Canada. (*"Canada"*)

"Community Development Plan" means the training and community development plan described in Section 10 below. (*"plan d'aide commun"*)

"DCH" means the Department of Canadian Heritage, as defined by the *Department of Canadian Heritage Act*, S.C. 1995, c. 11, not yet proclaimed into force. (*"MPC"*)

"DCH Director" means the Director for the Northwest Territories of the Department of Canadian Heritage, or his/her designate. (*"Directeur du MPC"*)

"EISC" means the Environmental Impact Screening Committee described in Section 11 of the IFA. (*"Comité d'étude"*)

"EIRB" means the Environmental Impact Review Board described in Section 11 of the IFA. (*"Conseil d'examen"*)

"Furbearers" means all species of Game that are or may be harvested by trapping and, for greater certainty but without limiting the generality of the foregoing, includes: *Castor* including beaver; *Alopex* including arctic fox; *Lutra* including otter; *Lynx* including lynx, *Martes* including martens and fishers; *Mephitis* including skunk; *Mustela* including ermine, weasel, least weasel and mink; *Ondatra* including muskrat; *Tamiasciurus* including red squirrel; *Vulpes* including red, cross, black and silver fox; *Gulo* including wolverine; *Canis* including wolves and coyotes; *Marmota* including marmots; *Lepus* including hares; *Spermophilus* including ground squirrels; but does not include members of the genus *Ursus*, including black and grizzly bears. (*"animaux à fourrure"*)

"FJMC" means the Fisheries Joint Management Committee described in Section 14 of the IFA. (" *CMGP* ")

"GNWT" means the Government of the Northwest Territories. (" *GTN-O* ")

"Game" means Wildlife other than fish, migratory non-Game birds and migratory insectivorous birds. (" *animaux-gibier* ")

"Government Contract" means any procurement contract related to the establishment, operation or management of the Park between Canada and a party other than Canada and includes:

- (i) contracts for the supply of goods;
- (ii) construction contracts;
- (iii) contracts for the supply of services; and
- (iv) leases taken by Canada. (" *marché de l'État* ")

"IFA" means the Inuvialuit Final Agreement as amended from time to time, which Parliament approved, gave effect to and declared valid in the *Western Arctic (Inuvialuit) Claims Settlement Act*, S.C., 1984, c. 49, proclaimed into force on July 25, 1984. (" *CDI* ")

"IGC" means the Inuvialuit Game Council described in Section 14 of the IFA. (" *CGG* ")

"IRC" means the Inuvialuit Regional Corporation, described in Section 6 of the IFA. (" *SRI* ")

"ISR" means the Inuvialuit Settlement Region, described in Annex A-2 of the IFA. (" *RRI* ")

"Inuvialuit" means those people known as Inuvialuit, Inuit or Eskimo who are beneficiaries under the IFA by reason of the settlement of their claim to traditional use and occupancy of the land in the ISR, and where the context requires, includes the Inuvialuit Regional Corporation, the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the Inuvialuit community corporations and any other corporations or trusts controlled by the Inuvialuit that may be established by or pursuant to the IFA, including individual Inuvialuit, partnerships of Inuvialuit, any corporation or entity the majority of which is owned by Inuvialuit and ventures in which the Inuvialuit have an interest of greater than fifty percent. (" *Inuvialuit* ")

The Inuvialuit are represented for the purposes of this Agreement by the Inuvialuit Regional Corporation, the Inuvialuit Game Council, the Paulatuk Community Corporation and the Paulatuk Hunters and Trappers Committee.

"Inuvialuit Business" means an entity which complies with the legal requirements to carry on business in the Western Arctic Region, and which is:

- (i) a limited company with, in the case of a share capital company, more than fifty percent of the company's voting shares beneficially owned by one or more Inuvialuit, or with, in the case of a non-share capital company, more than fifty percent of the voting members being Inuvialuit, or which is a subsidiary of such limited company with more than fifty percent of the subsidiary's voting shares owed by such company; or
- (ii) a co-operative owned by Inuvialuit; or
- (iii) a sole proprietorship owned by Inuvialuit, or a partnership more than fifty (50) percent of which is owned by Inuvialuit; or
- (iv) a joint venture or consortium in which Inuvialuit have at least fifty (50) percent ownership and control. (" *entreprise inuvialuit* ")

"Inuvialuit Lands" means all lands provided to the Inuvialuit by or pursuant to the IFA. (*"terres inuvialuit"*)

"Management Plan" means the management plan required pursuant to Section 5 of the *National Parks Act*. (*"plan de gestion"*)

"Minister" means the Minister of Canadian Heritage responsible for national parks unless otherwise indicated. (*"Ministre"*)

"Park" means the national park described in this Agreement, named Tuktot Nogait National Park, and which is comprised of those lands set out in Annex 1 to this Agreement, whether before or after the Park is formally established, as the context requires. (*"Parc"*)

"Parks Canada" means that part of the Department of Canadian Heritage of the Government of Canada with responsibility for national parks pursuant to the *National Parks Act*. (*"Parcs Canada"*)

"PCC" means the Paulatuk Community Corporation, referred to in Section 6 of the IFA. (*"SCP"*)

"PHTC" means the Paulatuk Hunters and Trappers Committee, referred to in Subsections 14(75) to (79) of the IFA. (*"CCTP"*)

"Public Notice" means notification by electronic means or by posting. (*"avis public"*)

"Subsistence Usage" means:

- with respect to Wildlife other than migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to international conventions, the taking of Wildlife by Inuvialuit for their personal use for food and clothing, and includes the taking of Wildlife for the purpose of trade, barter and, subject to Section 12 of the IFA, sale among Inuvialuit and trade, barter and sale to any person of the non-edible by-products of Wildlife that are incidental to the taking of Wildlife by Inuvialuit for their personal use; and
- with respect to migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to the *Migratory Birds Convention Act*, the taking of such birds by Inuvialuit for their personal use for food and clothing, and includes the taking of such birds for the purpose of trade and barter among the Inuvialuit and trade, barter and sale to any person of the non-edible parts of such birds to the extent permitted under regulations made pursuant to the *Migratory Birds Convention Act*. (*"usage à des fins de subsistence"*)

"Territorial Government" means the Government of the Northwest Territories. (*"administration territoriale"*)

"Visitor" means any person other than the employees and independent contractors of Canada acting within the scope of their employment, and Inuvialuit exercising wildlife harvesting rights, while such person or persons are within the Park. (*"visiteur"*)

"WMAC (NWT)" means the Wildlife Management Advisory Council (NWT) described in Section 14 of the IFA. (*"CCGF (TN-O)"*)

"Western Arctic Region" means that portion of the Inuvialuit Settlement Region other than the Yukon Territory. (*"région de l'Arctique de l'Ouest"*)

"Wildlife" means all fauna in a wild state other than reindeer. (*"faune"*)

1.2 HEADINGS

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

1.3 TIME OF THE ESSENCE

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

1.4 JURISDICTION

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

1.5 ENUREMENT

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

1.6 WAIVER

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

1.7 NOTICE

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

- (i) to the IRC: Chair, Inuvialuit Regional Corporation
PO Box 2120
Inuvik, NWT X0E 0T0
- (ii) to the IGC: Chair, Inuvialuit Game Council
PO Box 2120
Inuvik, NWT X0E 0T0
- (iii) to Canada: Minister of Canadian Heritage
House of Commons
Ottawa, ON K1A 0M5
- (iv) to the GNWT: Minister of Economic Development and Tourism
Government of the Northwest Territories
PO Box 1320
Yellowknife, NWT X1A 2L9

- (v) to the PCC: Chair, Paulatuk Community Corporation
General Delivery
Paulatuk, NWT XOE 1N0
- (vi) to the PHTC: President, Paulatuk Hunters and Trappers Committee
General Delivery
Paulatuk, NWT XOE 1N0

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

1.8 SEVERANCE

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

1.9 SUBJECT TO THE IFA

This Agreement is subject to the IFA. Nothing in the Agreement shall be construed to abrogate or diminish any rights or benefits accorded to the Inuvialuit under the IFA.

2. PURPOSES

The Parties share the following purposes in creating the Park:

- 2.1 To protect the Bluenose caribou herd and its calving and post-calving habitat.
- 2.2 To protect for all time a representative natural area of Canadian significance in the Tundra Hills Natural Region, and to encourage public understanding, appreciation and enjoyment of the area so as to leave it unimpaired for future generations.
- 2.3 To enhance co-operation between the Inuvialuit and the Government of Canada and the Government of the Northwest Territories in planning, operating and managing the Park.
- 2.4 To enhance and support local employment and business, and to strengthen the local and regional economies, while making provision for Subsistence Usage within the Park.
- 2.5 To encourage greater understanding of and respect for the cultural heritage of the Inuvialuit and the natural environment in which it has evolved.
- 2.6 To provide a setting in which long-term ecological and cultural heritage research may be undertaken.
- 2.7 To maintain the ecological integrity of the Park, and thereby contribute to the maintenance of the ecological integrity of the ISR as a whole.

The above purposes shall be reflected in the park purposes and objectives statement in the Management Plan.

3. PARK ESTABLISHMENT AND ADMINISTRATION

3.1 The Minister shall take such steps as are necessary to add the Park to the schedule of the *National Parks Act* and to give effect to those provisions of this Agreement that require legislation.

3.2 Subject to this Agreement and the IFA, the Park shall thereafter be maintained and administered for the purposes set out in, and according to, the *National Parks Act*, the Park Management Plan and national park policy in effect from time to time.

3.3 The Park shall be known as Tuktut Nogait National Park.

4. JURISDICTION OF EXISTING JOINT MANAGEMENT BODIES WITHIN THE PARK

4.1 The Parties recognize the jurisdictions of the WMAC (NWT), FJMC, EISC, and EIRB within the Park, as set out in the relevant sections of the IFA.

5. THE PARK MANAGEMENT BOARD: APPOINTMENT AND PROCEDURES

5.1 Within six (6) months of signing this Agreement, Canada and the Inuvialuit shall establish a Park Management Board ("the Board").

5.2 The Board shall consist of five members:

- (A) The IRC shall appoint one member on the advice of the PCC;
- (B) The IGC shall appoint one member on the advice of the PHTC;
- (C) The Minister shall appoint two members. One of these shall be recommended by the Minister of Economic Development and Tourism (GNWT); and
- (D) On the advice of the PHTC and the PCC, the IGC and the Minister shall jointly appoint a chair in addition to the above members. Where the IGC and the Minister cannot agree on a chair, the Chief Justice of the NWT may appoint a chair on the request of the Minister or the IGC.

5.3 The Parties named in Subsection 5.2 shall appoint members and the Chair for a term not exceeding three years. Members may be re-appointed at the end of their terms. Members and the Chair may be removed for cause by the Parties that appointed them.

5.4 The DCH Director shall be invited to and shall participate in all meetings of the Board. During the course of any such meeting, and upon the request of the Board, the DCH Director shall allow the voting members of the Board the opportunity to meet without his/her being present.

5.5 When advising on Park matters which may affect or be affected by the management of lands or other resources outside the Park, the Board may, at its discretion, address the responsible authorities, or request their attendance at the Board's meetings.

5.6 Subject to Subsection 5.4, any four members of the Board shall constitute a quorum. If a quorum is unable to decide a matter, the Board shall make every effort to meet as a full Board and resolve the matter expeditiously.

5.7 The Board shall make every effort to reach its decisions by consensus. If it is unable to reach a decision by consensus, then it may decide by simple vote.

5.8 The Board shall determine and make publicly available its procedures, consistent with this Agreement.

6. GENERAL MANDATE OF THE BOARD

6.1 Subject to the jurisdictions of the EISC, EIRB, FJMC and WMAC (NWT), the Board shall advise the Minister, and other ministers as appropriate, on all aspects of Park planning, operation and management, and on the means of accomplishing the several purposes set out in Section 2 above. Without limiting the generality of the foregoing, the Board shall:

- (A) co-ordinate the preparation and periodic amendment of the Management Plan for the Park as described in Subsections 5(1.1), (1.2), (1.3) and (1.4) of the *National Parks Act*, refer the Management Plan to the EISC for review, recommend the Management Plan to the Minister for her approval, and monitor its implementation;
- (B) co-ordinate and integrate advice to the Minister on any other policies and regulations specific to the Park;
- (C) co-ordinate and integrate advice to the Minister on any aspects of Park research, including procedures, general terms and conditions to be attached to research permits, research priorities, and the co-ordination of research within the Park;
- (D) advise the Minister annually on the selection of Park-related staff, and annual staffing action plans, including statements of qualifications for the hiring of staff; and
- (E) co-ordinate advice to the Minister on any transboundary issues, or on other issues affecting the management of the Park.

6.2 Where the Board's advice to the Minister under this Section relates to the management of fisheries within the Park, the Minister shall ensure that the Minister of Fisheries and Oceans is made aware of the Board's advice.

6.3 At the beginning of each fiscal year, following approval of its annual work plan and budget (Section 7, below), and during each year as the Board deems necessary, the Board shall declare to the Parties those matters on which it will advise ministers of the Federal and Territorial Governments during that fiscal year, consistent with its work plan and budget.

6.4 The Department of Canadian Heritage and the Department of Economic Development and Tourism shall make reasonable efforts not to act on a matter on which the Board has declared its intention to advise a minister until the Board has had a reasonable opportunity to consider the matter and offer its advice. The Board shall act promptly and expeditiously on matters before it. No Party shall be prevented from acting in an emergency.

6.5 Subject to Paragraph 6.1(A) and Subsection 6.2, the Board may refer any matter requiring the attention of a Federal or Territorial minister directly to the appropriate minister.

6.6 On Park matters within Federal jurisdiction, the Board shall otherwise advise the Minister through the DCH Director. The Board shall first discuss these matters with the DCH Director with a view to reaching consensus, and thereafter, if recommendations of the Board are forthcoming, the DCH Director shall approve and implement or reject the Board's recommendations.

6.7 If the DCH Director rejects the Board's recommendations, the Board may provide its recommendations directly to the Minister within thirty (30) days of the DCH Director's rejection.

6.8 Where the Minister varies or rejects a recommendation of the Board, the Minister shall provide the Board with written reasons for her decision within sixty (60) days of receiving the recommendation.

- 6.9 On receiving the decision of the Minister to vary or reject a recommendation, the Board may, within thirty (30) days of receiving the decision, submit a further recommendation to the Minister.
- 6.10 On receiving the further recommendation of the Board, the Minister shall approve and implement, vary or reject it.
- 6.11 Where the Minister varies or rejects the further recommendation of the Board, the Minister shall provide the Board with written reasons for her decision within sixty (60) days of receiving the further recommendation.
- 6.12 The DCH Director shall provide assistance to and shall work closely with the Board in the preparation of the Management Plan. The Board shall have the discretion to determine the extent to which it will itself become involved in the preparation and amendment of the Management Plan.
- 6.13 The DCH Director shall be responsible for implementing the Management Plan, and for Park operations. The Board shall monitor the DCH Director's implementation of the Management Plan, and it may report yearly on same to the Minister.
- 6.14 The Minister may authorize another person to fulfil the responsibilities of the DCH Director in relation to the Board, but that person shall then fulfil all of the responsibilities of the DCH Director in relation to the Board.
- 6.15 Canada shall pay all authorized costs associated with the preparation and implementation of the Management Plan and other approved Board recommendations to it.
- 6.16 On matters within the GNWT's jurisdiction not requiring the attention of a Territorial minister, the Board shall advise the minister(s) in the first instance through a person authorized by the GNWT to respond to the Board on the GNWT's behalf, and that person shall approve and implement or reject the Board's recommendations.
- 6.17 If the GNWT's representative rejects the Board's recommendations, the Board may advise the appropriate minister(s) directly, and the matter shall then be resolved in accordance with the process laid out in Subsections 6.8 through 6.11, changed as required by the context.
- 6.18 The Board shall monitor the GNWT's implementation of its recommendations, and it may report on same annually to the Minister of Economic Development and Tourism (GNWT).
- 6.19 The GNWT shall pay all authorized costs associated with the implementation of approved Board recommendations to it.

7. BOARD WORK PLAN AND BUDGET

7.1 Canada shall:

- (A) pay meeting expenses and other costs associated with the execution of the mandate of the Board under this Agreement; and
- (B) provide and pay the costs of secretariat services of the Board.

The following costs for Board meetings shall be paid according to Treasury Board guidelines: per diem and travel and accommodation expenses for members who are not salaried employees of Canada, the GNWT, or the bodies created by the IFA, or are not otherwise reimbursed for their work related to the Agreement. These and other costs to be borne by Canada shall be approved as set out in Subsection 7.2 below. Canada shall only pay costs to

which it has agreed in advance of an expenditure.

7.2 Within forty-five (45) days of its establishment and prior to the conclusion of each fiscal year, the Board shall prepare a yearly work plan with budget proposals for meeting expenses and other costs associated with the execution of the mandate of the Board under this Agreement. It shall recommend these to the DCH Director and these matters shall be considered according to Subsections 6.6 through 6.8 above.

7.3 The Board may recommend changes to its work plan and budget as circumstances change during any fiscal year. It shall then submit its revised work plan and budget for approval in accordance with the process laid out in Subsection 7.2 above.

7.4 At the conclusion of each fiscal year, the Board shall report to the Parties on the attainment of that year's work plan and on other matters as the Board sees fit.

7.5 The Board shall convene within two (2) months of its appointment. The Board shall conduct its business in an efficient and effective manner.

8. CULTURAL RESOURCES

8.1 The Board shall advise the Minister on the means of accomplishing the cultural protection and awareness purposes described in Subsections 2.2, 2.5 and 2.6 above. Without limiting the generality of the foregoing, the Board may advise the Minister on:

- (A) government policy and legislation affecting archaeological research and education in the Park;
- (B) general terms and conditions to be attached to archaeological research permits;
- (C) the collection and documentation of traditional Inuvialuit knowledge associated with the Park; and
- (D) the retention of Archaeological Specimens or replicas in Paulatuk for interpretive and educational programs, provided that retention of any Archaeological Specimens shall be subject to maintaining the integrity of Archaeological Site Assemblages for further research and the availability of suitable facilities.

8.2 In the establishment, operation and management of the Park, the Parties and the Board shall make appropriate recognition of Inuvialuit and pre-Inuvialuit heritage and presence in the Park and surrounding area. Without limiting the generality of the foregoing, Canada shall:

- (A) collect and document Inuvialuit traditional knowledge of the physical, biological and cultural resources of the Park, for Park purposes in accordance with terms to be negotiated between Canada and the IRC from time to time;
- (B) provide to the IRC and PCC copies of any reports, audio tapes, video tapes, transcripts or other materials collected or documented as part of the process of collecting and documenting Inuvialuit traditional knowledge; and
- (C) provide that, where any burial site or site of human remains affiliated with Inuvialuit or pre-Inuvialuit cultures is known or discovered in the Park, its disturbance shall not be permitted without first obtaining the written consent of the IRC, provided that any such disturbance shall be subject to the NWT *Coroners Act*.

8.3 Any intellectual property rights or aspects relating thereto that may arise as a result of the Parties' obligations as set out in this Agreement, and in particular under Subsection

8.2(A), shall be addressed by the Parties when a proposal is made for research or other work in connection with the collection or documentation of the physical, biological and cultural resources of the Park. Canada shall act in accordance with Government policy and legislation as they exist from time to time.

8.4 Archaeological Specimens related to Inuvialuit and pre-Inuvialuit heritage located within the Park may be removed from the Park by Canada for resource management purposes, and shall be held in trust by Canada for the IRC, subject to an agreement to be negotiated and entered into by Canada and the IRC within five years of this Agreement. Upon removal of such Archaeological Specimens and following reasonable request by the IRC, Canada shall deliver any such Archaeological Specimens to a facility designated by the IRC, provided that the facility shall allow public access to them, and that it observes at least the minimum standards prescribed by the Alberta Museums Association in its *Standards Practice Handbook of Museums* for their care and handling. No Archaeological Specimens shall be subject to sampling or investigative methodology which may destroy, modify or otherwise alter their character without the written permission of the IRC.

8.5 Notwithstanding Subsection 8.4, any chattel the ownership of which can be traced to a living Inuvialuit person shall not be removed from the Park without the written consent of that Inuvialuit person.

9. PROMOTION OF PUBLIC AWARENESS

9.1 Through the distribution of information to the public and the use of Park interpretation programs, the Parties shall promote public awareness, appreciation and understanding of all aspects of the land within and adjacent to the Park, its past and present use, and in particular, the related cultural heritage of the Inuvialuit, consistent with any policies recommended by the Board and approved by the Minister of Canadian Heritage, the Minister of Economic Development and Tourism and the IRC.

10. TRAINING AND COMMUNITY DEVELOPMENT PLANNING

10.1 Within six months of its establishment, the Board shall initiate the preparation of a Community Development Plan to help Paulatuk residents develop and take advantage of tourism and other economic opportunities associated with the Park.

10.2 The Department of Economic Development and Tourism (GNWT) shall take the lead in preparing the Community Development Plan. It shall work closely with and shall actively solicit input from the Department of Canadian Heritage, so as to integrate support from the two levels of Government. The Board shall have the discretion to determine the extent to which it will itself become involved in the preparation of the Community Development Plan. The GNWT shall pay all authorized costs associated with the preparation of the Community Development Plan.

10.3 The Community Development Plan shall be prepared over a period of one year and a half, working closely with Paulatuk residents throughout this period.

10.4 While the contents of the Community Development Plan will be determined as set out above, the Parties envisage an innovative and practical Plan capable of addressing individuals' and Paulatuk's needs. In its scope, the Community Development Plan should help residents to:

- (A) identify their goals;
- (B) analyze their current situation and the opportunities available to them, as well as the obstacles they face in obtaining training, employment and contracting work in the Park

and in Paulatuk;

- (C) identify the current training, contracting and employment efforts of the two levels of Government and Community organizations, and how they might be improved;
- (D) identify existing and as-yet undeveloped business opportunities and markets for Paulatuk residents; and
- (E) generate concrete strategies to help individuals overcome obstacles and realize their goals.

10.5 The Board shall recommend the Community Development Plan to the Minister of Economic Development and Tourism and the Minister of Canadian Heritage within their respective jurisdictions, or their delegates, for their approval and implementation.

10.6 In their implementation of the Community Development Plan, the Department of Economic Development and Tourism and the Department of Canadian Heritage shall, within their respective jurisdictions, consider including a strong and co-ordinated training component, including such things as apprenticeship programs and the delivery of short-term training courses in Paulatuk.

10.7 The GNWT and Canada shall pay all authorized costs associated with implementing the Community Development Plan within their respective jurisdictions.

10.8 The Board shall report annually on the implementation of the Community Development Plan to the Minister of Economic Development and Tourism, the Minister of Canadian Heritage, and the IRC.

10.9 Every four years, the Board shall oversee an evaluation of the Community Development Plan and its implementation. Based on this evaluation, the Board shall update the Plan and forward recommendations on the Plan and its implementation to the Minister of Economic Development and Tourism and the Minister of Canadian Heritage within their respective jurisdictions. The GNWT shall pay all authorized costs relating to this evaluation and update.

10.10 Following the signing of this Agreement and while the Community Development Plan is being prepared, Canada and the Department of Economic Development and Tourism shall work with the Board, the PCC, the PHTC and the Hamlet of Paulatuk to identify employment and contracting possibilities in the Park and in Paulatuk, and to initiate related training programs for Paulatuk residents.

10.11 The Board shall oversee the development of a tourism brochure describing tourist attractions throughout the Paulatuk area. The GNWT shall develop and pay for the brochure within one year of the Board's establishment, and it shall update the brochure every four years thereafter. The Board, the GNWT, and Parks Canada shall include a copy of the brochure with any information for Visitors about the Park distributed to the public. The Board may also recommend to the GNWT the production and distribution of other promotional material describing tourist attractions in the Paulatuk area.

11. HARVESTING RIGHTS

11.1. Notwithstanding Subsection 1.9, and in consideration of the rights and benefits contained in this Agreement for establishing the Park, the Inuvialuit agree to exercise their harvesting rights, responsibilities and obligations in the following manner:

- (A) where the Inuvialuit have the right to allocate any of the harvest to non-Inuvialuit, the Inuvialuit agree not to do so for game inside the Park except to other native people as

part of any bilateral agreement pursuant to terms of the IFA or other comprehensive land claims;

- (B) where Inuvialuit have the right to sell edible parts from game, the Inuvialuit agree not to do so for game harvested inside the Park except for purposes of trade among Inuvialuit and other native people as provided in the IFA or other comprehensive land claims; and
- (C) when, pursuant to the due process contained in the IFA, a quota is required for management purposes, the IGC and the PHTC agree to implement it effectively.

11.2. Parks Canada shall be able to rely upon a certified extract of duly executed by-laws of the PHTC, pursuant to its authority under paragraph 14(76)(f) of the IFA and the PHTC articles of incorporation under the *Societies Act* of the NWT, as evidence of compliance.

11.3 Canada may pass legislation consistent with these undertakings and shall do so where necessary for the purposes of implementation and enforcement.

12. GUIDES

12.1 Parks Canada and the Department of Economic Development and Tourism shall encourage the use of Inuvialuit guides licensed to operate in the Park.

12.2 The Board shall advise the Ministers of Economic Development and Tourism and of Canadian Heritage on the qualifications of and the number of guides that should be licensed to operate in the Park.

13. PUBLIC SECTOR POSITIONS

13.1 For external recruitment for Park-related Department of Canadian Heritage staff positions, the Department shall inform the Inuvialuit of employment opportunities by advertising in all settlements in the ISR and by communicating in writing to the IRC and the Board.

13.2 Preference shall be given to Inuvialuit candidates who meet the qualifications stipulated in any external competition for Park-related Department of Canadian Heritage staff positions.

13.3 The Board shall advise the DCH Director on the skill and knowledge requirements of Park-related Department of Canadian Heritage staff positions.

13.4 A representative or representatives of the Board shall be invited to sit on committees selecting candidates for Park-related Department of Canadian Heritage staff positions.

14. CONTRACT PRIORITY FOR INUVIALUIT

14.1 Awarding of Government Contracts pursuant to this Section shall be dependent upon Inuvialuit Businesses meeting the required terms and conditions of the contract and providing the capacity, capability and expertise to supply the goods and services in a competitive manner having regard to the purposes set out in Subsection 2.4 above.

14.2 The IRC, with respect to the ISR, and the PCC, with respect to the community of Paulatuk, shall prepare and maintain a comprehensive list of Inuvialuit Businesses. This list shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential Government Contracts related to the establishment,

management or operation of the Park. The IRC and the PCC shall ensure that the list of Inuvialuit Businesses is provided to the DCH Director. Canada shall use the list of Inuvialuit Businesses for purposes of soliciting bids from Inuvialuit Businesses, but this shall not restrict the ability of any Inuvialuit Business to submit bids for Government Contracts in accordance with the Bid Invitation process where bids are invited by public notice.

14.3 In the planning of Government Contracts related to the Park, Canada shall take all reasonable measures to provide opportunities to qualified Inuvialuit Businesses to compete for and obtain such contracts. Canada shall consider, but not necessarily be limited to, the following measures with particular regard to Inuvialuit Businesses located in Paulatuk:

- (A) providing on the request of the IRC or the PCC reasonable assistance in familiarizing Inuvialuit Businesses with the contracting procedures of Canada;
- (B) setting the date, location and terms and conditions for bidding so that Inuvialuit Businesses may reasonably bid;
- (C) inviting bids by commodity groupings to permit smaller and more specialized Inuvialuit Businesses to bid;
- (D) permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized Inuvialuit Businesses to bid;
- (E) designing construction contracts in a way so as to increase the opportunity for smaller and more specialized Inuvialuit Businesses to bid; and
- (F) specifying skill requirements consistent with, but no greater than, the needs of the contract.

14.4 Qualified Inuvialuit Businesses, particularly those in Paulatuk, shall be given first consideration where a Government Contract related to the Park may, in accordance with the Government Contracts Regulations, be awarded without competition.

14.5 The following factors shall be reflected in the bid evaluation criteria established by Canada for the awarding of Government Contracts related to the Park:

- (A) the employment of Inuvialuit labour and services, and the engagement of Inuvialuit suppliers, particularly from Paulatuk;
- (B) the undertaking of commitments with respect to on-the-job training and skills development for Inuvialuit, particularly Inuvialuit from Paulatuk; and
- (C) the location of head offices, administrative offices, and other facilities in the ISR, and particularly in Paulatuk.

14.6 Prior to inviting bids by public notice for Government Contracts related to the Park, Canada shall solicit bids from suppliers of goods and services, firstly from within Paulatuk and secondly, from within the ISR. When soliciting bids:

- (A) Canada shall make all reasonable attempts to award contracts to qualified Inuvialuit Businesses according to the measures outlined in this Section;
- (B) Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses, particularly Inuvialuit businesses located in Paulatuk, qualified to perform the contracts. This determination will usually be made by reference to the list of Inuvialuit Businesses provided by the IRC and the PCC;

- (C) Where it is determined that a single Inuvialuit Business within the ISR is qualified to perform a particular contract, Canada shall first solicit that business to submit a bid for that contract. In accordance with the conditions set out in Subsection 14.1, Canada shall make best efforts to award that contract to that Inuvialuit Business upon the negotiation of acceptable terms and conditions;
- (D) Where Canada intends to solicit bids from more than one qualified business within the ISR, Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses qualified to perform the contract, and shall solicit bids from those Inuvialuit Businesses. This determination will usually be made by reference to the list of Inuvialuit Businesses provided by the IRC and the PCC. The contract, if awarded, shall take into account the bid evaluation criteria contained in this Section; and
- (E) Where a contract is awarded in accordance with the provisions of Paragraphs (C) and (D) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and the specific provisions of the contract.

Where, after considering known available suppliers including those on the list of Inuvialuit Businesses, it is determined that there are no qualified suppliers or where Bid Solicitation is inconsistent with the IFA and laws of general application, Canada may proceed directly to Bid Invitation as set out in Subsection 14.7.

14.7 Canada may invite bids, firstly from within the community of Paulatuk and secondly, from within the ISR. When inviting bids for Government Contracts related to the Park:

- (A) Canada shall take all reasonable measures to inform Inuvialuit Businesses of such Bid Invitations and to provide Inuvialuit Businesses with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures shall include the measures referred to in Subsection 14.3 above;
- (B) Where Canada intends to invite bids for Government Contracts related to the Park, the Bid Invitation process shall take into account the bid evaluation criteria contained in Subsection 14.5; and
- (C) Where a contract has been awarded in accordance with the provisions of Subsection (B) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

14.8 Canada shall develop and maintain procurement policies to ensure consistent implementation of the provisions of this Section by all Federal Government contracting authorities. Canada shall develop these policies in consultation with the IRC.

14.9 At least once each year, the Board may advise the Minister of Canadian Heritage, the IRC and the PCC on the implementation of this Section.

15. INUVIALUIT PRIORITY FOR PARK BUSINESS LICENCES

15.1 Where a non-Inuvialuit individual or organization makes an application for a licence to operate a business permitted in the Park, the Inuvialuit have, in accordance with the procedure contained in Subsection 15.2 below, the first priority to apply for and acquire a business licence to carry on a business substantially similar to that described in the non-Inuvialuit application.

15.2 Upon receipt of an application for a business licence by a non-Inuvialuit to conduct a business in the Park, the following procedure shall apply:

- (A) The DCH Director shall:
 - i) promptly provide the IRC, the PHTC and the PCC with a written notice that an application has been received, together with a short description of the nature of business activity proposed and, in general terms, the geographical location in the Park where the business is proposed to be carried on; and
 - ii) advise the original applicant in writing that its application will be processed subject to and in accordance with the first priority procedure contained in this Section.
- (B) The IRC, in consultation with the PCC, shall have thirty (30) days from the date notice is received pursuant to Subparagraph (A)(i) to advise the DCH Director in writing that the Inuvialuit are exercising their right of first priority under this Section;
- (C) If the IRC, in consultation with the PCC, advises the DCH Director in writing that the Inuvialuit have not exercised their right of first priority, the DCH Director shall notify the original applicant and the Department of Canadian Heritage may proceed to process the original application;
- (D) If the IRC fails to advise the DCH Director in writing, within thirty (30) days of receiving notice, that the Inuvialuit are exercising their right of first priority, it shall be deemed to have given notice under Paragraph (C) that Inuvialuit are not exercising their right of first priority;
- (E) If the notice described in Paragraph (B) states that the Inuvialuit are exercising their right of first priority, the following provisions shall apply:
 - i) the Inuvialuit shall, within six (6) months of receiving the notice described in Paragraph (A), submit an application or applications to the DCH Director for a business licence to operate a business substantially similar in nature and location to that proposed by the original applicant; and
 - ii) the DCH Director shall notify the original applicant that the Inuvialuit intend to exercise their right of first priority under this Section;
- (F) If the DCH Director approves the application of an Inuvialuit Business, the DCH Director shall issue that business a business licence, and shall inform the original applicant and any other Inuvialuit applicants under Subparagraph E(i), in writing, with reasons, that their applications have been declined;
- (G) The DCH Director shall not reject an application for a business licence under Subparagraph (E)(i) above without just cause and without informing the applicant(s) of all of the Director's reasons for rejecting the application;
- (H) If a single Inuvialuit Business has applied for a business licence under Subparagraph (E)(i) above and the DCH Director rejects that application, informing the applicant in accordance with Paragraph (G) above, then the DCH Director shall give the applicant thirty (30) days to submit another application. Provided that the applicant submits a further application during this period, and until the DCH Director has notified the applicant in writing of his/her decision on the further application, with reasons, the applicant shall continue to enjoy its first priority to acquire a business licence. For greater certainty, there shall be only one thirty (30) day further application period associated with each business licence under this Paragraph and Subparagraph (I);

- (I) If more than one Inuvialuit business has applied for a business licence in accordance with Subparagraph (E)(i) above and the DCH Director rejects all of the applications, then the provisions allowing a further application during a period of 30 days, set out in Paragraph (H), shall apply to all of the applicants;
- (J) If the Inuvialuit fail to submit an application in accordance with Subparagraph (E)(i) above, they shall be deemed to have given notice that they are not exercising their right of first priority and the DCH Director may proceed to process the original application;
- (K) Where, after giving notice of their intention to do so, the Inuvialuit decide not to exercise their right of first priority, the IRC shall notify the DCH Director in writing and, upon receipt of such notice, the DCH Director may proceed to process the original application; and
- (L) Subject to the right of first priority procedure contained in this Section, the original applicant may resubmit its original application or submit a new application for a business licence.

15.3 Where an individual has been granted a business licence in the Park, the right of first priority procedure set out in this Section shall not apply to any renewal or replacement of, or annual re-application for, the business licence previously granted.

15.4 Where a non-Inuvialuit individual or organization applies for a renewal or replacement of, or makes an annual re-application for, a business licence, and the nature or location of the business is different from that carried on under the previous business licence, the right of first priority procedure contained in this Section shall apply as if the renewal, replacement or annual re-application were an original application.

15.5 The Board may advise the Minister on whether limits should be established on the number of licences to operate a given type of business within the Park, and if so what limits, and on any terms and conditions that should apply to those licences.

15.6 If the Department of Canadian Heritage establishes limits on the number of a given type of licence which may be granted in the Park, the Inuvialuit shall be granted at least fifty percent of the licences, but this provision shall not operate to prevent a non-Inuvialuit business from obtaining a business licence if, when a licence is made available, there is no expressed interest on the part of Inuvialuit businesses in the licence. In that instance, at least an equal number of further licences of that type shall be held aside for Inuvialuit businesses should they choose to apply for such licences at a later date.

15.7 Except as otherwise provided by the first priority procedure set out in this Section, the granting, renewal, replacement, annual re-application for and revocation of licences to operate a business within the Park shall be done in accordance with the *National Parks Act* and with any generally-applicable criteria established from time to time for such licences.

15.8 Inuvialuit Businesses may enter into joint ventures or other arrangements with other persons to use a licence allocated to the Inuvialuit pursuant to this Section.

16. PARK ADMINISTRATION

16.1 Canada shall establish a Park office, including the provision of secretarial support and Board meeting space, in Paulatuk, within three (3) years of signing this Agreement. Canada, the PCC and the PHTC agree to co-operate, within six (6) months of signing this Agreement, in identifying opportunities for shared accommodation for the Park staff and Board meetings, the PCC and the PHTC, and any other organizations in Paulatuk as interested.

16.2 Canada shall base at least one (1) officer of at least Park warden status year-round in the Park office in Paulatuk, or it shall contract one or more qualified Inuvialuit to perform those functions of a warden(s) which can be performed by an individual who is not an employee of the Crown.

16.3 Prior to entry into the Park, Visitors shall be required to register in person, by phone, or by other appropriate means at the Park office or, alternatively, at another designated office. Subject to legislation concerning access to information and privacy, Parks Canada shall make available upon request information about Visitors to the PHTC or PCC.

17. ACCESS

17.1 The Board shall advise the Minister on:

- (A) visitor access;
- (B) fuel storage within the Park; and
- (C) the appropriateness of Visitor services facilities within the Park, and on their location, scale and character.

17.2 When acting as guides for commercial sport hunts outside the Park, Inuvialuit may guide or transport Visitors and their hunting equipment through the Park by any means to sport hunting areas outside the Park, provided that:

- (A) the Visitors comply with any prohibitions in the *National Parks Act* on the possession, transport and discharge of firearms in a national park;
- (B) the Visitors register as Park Visitors and pay any applicable Park fees; and
- (C) any conditions in the Management Plan on access through the Park are met.

17.3 Parks Canada shall provide the PHTC with materials sufficient to allow Inuvialuit guides and their Visitors to identify the boundaries of the Park, including distances from outpost camps.

18. FIREARMS

18.1 Subject to laws of general application respecting public safety, including ownership and use of firearms, Inuvialuit shall be permitted to carry and use firearms in the Park for the protection of themselves and others, including when they are hired as guides by others.

18.2 No Visitor shall discharge a firearm in the Park.

18.3 The Parties recognize the inherent value of healthy bear populations in the Park, as well as the economic value of bear sport hunts to Paulatuk, the loss that would accrue to the community were a bear to be killed in self-defence (or otherwise) by a Visitor, and the need to make best efforts to prevent this occurring. Therefore, Parks Canada shall make best efforts to educate Visitors, at the time of their registration, on bear-person interactions and on the importance of bears to Canada and to Paulatuk, in order to prevent harm to Visitors and bears. The Board shall advise the Minister on the appropriate actions to be taken in this matter.

18.4 The Department of Canadian Heritage shall pay compensation to the PHTC for the loss of any of Paulatuk's bear (*genus Ursus*) tags issued pursuant to the *NWT Wildlife Act* for any bears killed by employees or independent contractors of the Department while acting

in the performance of their duties. Compensation shall be calculated at seventy (70) percent of the average market value of a guided sport hunt from Paulatuk the preceding season.

19. SURROUNDING LANDS

19.1 The Board may make recommendations to the managers of lands and other resources in areas outside the Park.

20. PARK ENLARGEMENT

20.1 Subject to acceptable terms being negotiated between Canada, the GNWT, and the appropriate Aboriginal authorities, the Parties recognize the desirability of:

- (A) enlarging the Park to include those adjacent lands that have been withdrawn for national park purposes by Order in Council P.C. 1995 - 589 in the Nunavut and Sahtu claim areas; and
- (B) enlarging the Board to include representatives of the Inuit of Nunavut and the Dene and Metis of the Sahtu.

21. DISPUTE RESOLUTION BETWEEN THE PARTIES

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

- (A) in the first instance, by the Parties on the advice of the Board;
- (B) if the disputing Parties are unable to resolve the dispute, using a mediator acceptable to them; or
- (C) if the mediator is unable to resolve the dispute, by an arbitrator acceptable to the disputing Parties.

22. REVIEW AND AMENDMENT

22.1 Any Party may request a review by the Parties of part or all of this Agreement. If all the Parties agree, they shall initiate the review within ninety (90) days of the request.

22.2 The Agreement shall in any case be reviewed by the Parties within five (5) years of its signing to ensure that the Park is meeting its purposes, set out in Section 2 above.

22.3 The Agreement may be amended only with the written consent of the Parties.

ANNEX 1 DESCRIPTION OF THE BOUNDARIES OF THE PARK

Tuktut Nogait National Park within the Inuvialuit Settlement Region In the Northwest Territories;

All that parcel being more particularly described as follows:
(Geographic coordinates are NAD 27)

Commencing at a point being the intersection of the shoreline of Amundsen Gulf and the mouth of Outwash River at approximate latitude 69 degrees 33 minutes north and approximate longitude 120 degrees 40 minutes and 51 seconds west, the said point being a corner of the Inuvialuit Settlement Region as described in Annex A-1 of the Agreement referred to in the Western Arctic (Inuvialuit) Claims Settlement Act (S.C. 1984, c. 24);

thence south in a straight line along the limit of the Inuvialuit Settlement Region to a point at latitude 68 degrees 00 minutes north and approximate longitude 120 degrees 40 minutes and 51 seconds west (the said point being a corner of the Inuvialuit Settlement Region);

thence west along latitude 68 degrees 00 minutes north, also being the limit of the Inuvialuit Settlement Region, to its intersection with longitude 122 degrees 05 minutes west;

thence northwesterly in a straight line to a point having a latitude of 68 degrees 30 minutes north and longitude 123 degrees 20 minutes west;

thence north along longitude 123 degrees 20 minutes west to its intersection with the surveyed boundary of the Paulatuk 7(1)(b) lands at approximate latitude 69 degrees 00 minutes north;

thence easterly along the surveyed boundary of the Paulatuk lands to the surveyed corner of the approximate latitude 69 degrees 00 minutes north and approximate longitude 123 degrees 10 minutes west;

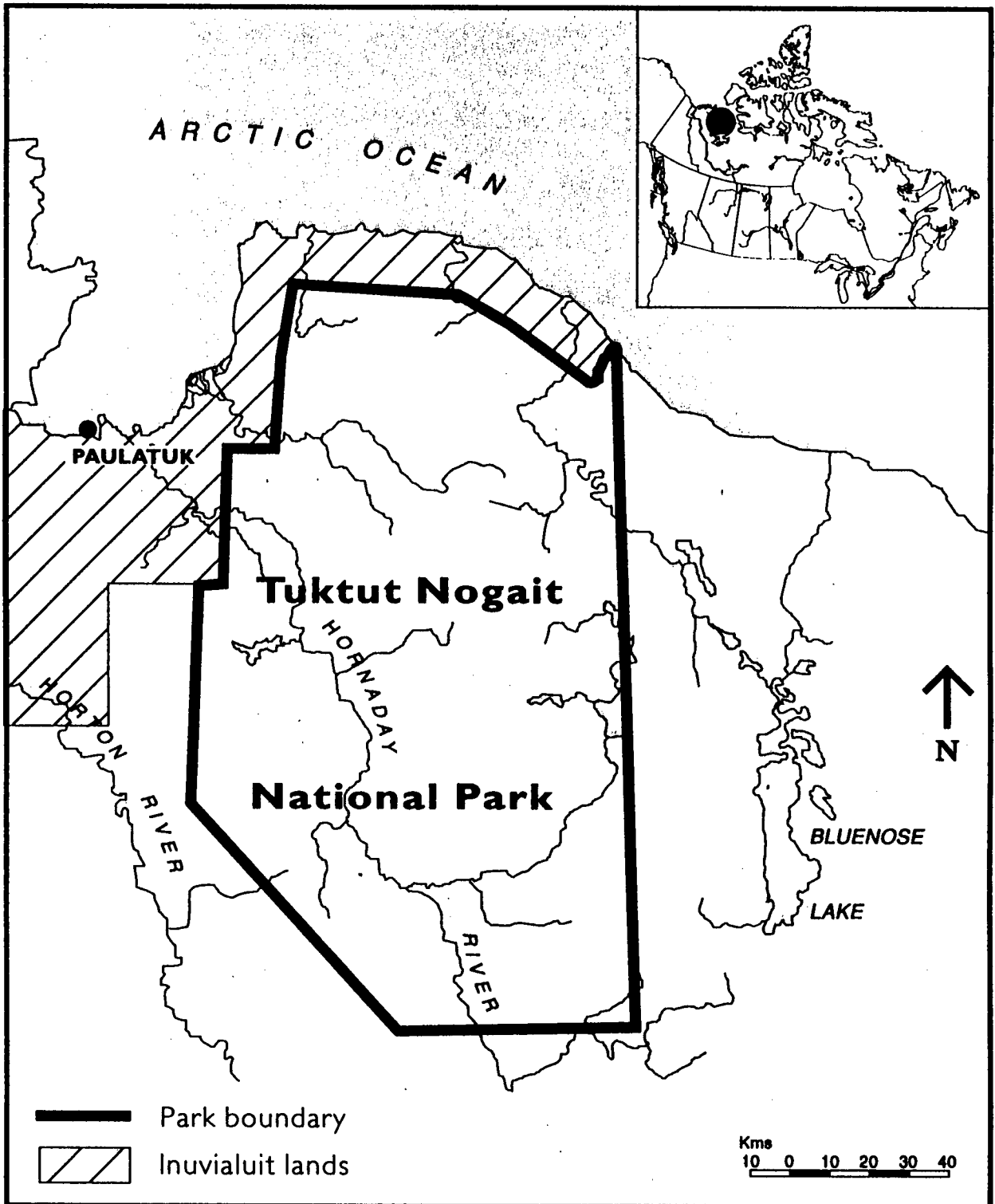
thence northerly along the surveyed boundary of the Paulatuk 7(1)(b) and 7(1)(a) lands to the surveyed corner of the 7(1)(b) lands at approximate latitude 69 degrees 19 minutes north and approximate longitude 123 degrees 10 minutes west;

thence easterly, northerly, northeasterly, easterly and southeasterly along the surveyed boundary of Paulatuk 7(1)(b) lands to its intersection with the middle thread of the Outwash River at approximate latitude 69 degrees 27 minutes 46 seconds north and approximate longitude 120 degrees 51 minutes and 51 seconds west;

thence northerly and easterly along the middle thread of the Outwash River to the point of commencement.


Said parcel containing approximately 16, 340 square kilometres.

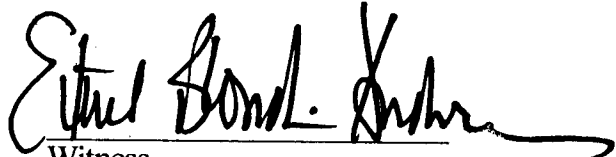
ANNEX 2 MAP




Dated this 28 day of June, 1996 at Paulatuk, NWT.


FOR CANADA:


Honourable Sheila Copps,
Deputy Prime Minister and
Minister of Canadian Heritage

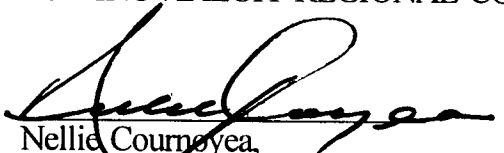

Witness


FOR GOVERNMENT OF THE NORTHWEST TERRITORIES:


Daniel J. Marion,
Deputy Commissioner
of the Northwest Territories

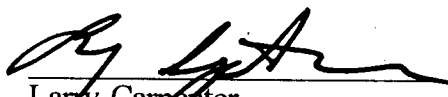

Stephen Kakfwi,
Minister of Economic Development
and Tourism


FOR INUVIALUIT REGIONAL CORPORATION:


Nellie Cournoyea,
Chairperson, Inuvialuit Regional Corporation



Witness

FOR INUVIALUIT GAME COUNCIL:


Larry Carpenter,
Chairman, Inuvialuit Game Council


Witness

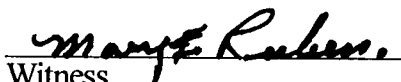
FOR PAULATUK COMMUNITY CORPORATION:


Fred Bennett,
Chairman, Paulatuk Community Corporation


Witness

FOR PAULATUK HUNTERS AND TRAPPERS COMMITTEE:


David Ruben


Witness