

COPE CLAIM

Background Information

E100
.C55
N37
1980
c. 1

E100
.C55
N37
1980

COPE CLAIM

Background Information

LIBRARY
INDIAN AND NORTHERN AFFAIRS
CANADA

APR 21 2005

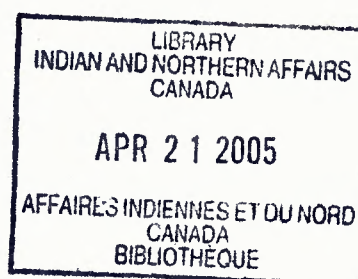
AFFAIRES INDIENNES ET DU NORD
CANADA
BIBLIOTHEQUE

Office of Native Claims
April 1980

CONTENTS

	<u>Page</u>
I) Background	5
II) List of COPE's representatives	8
III) Summary of the Agreement in Principle	10
IV) Map showing the Western Arctic Region	21
V) Map showing Inuvialuit Land Selection	23
VI) General outline of the issues to be negotiated	25
VII) Western Arctic Group - Year's events in review	36
VIII) Latest events	
- Minister's meeting with COPE, March 31, 1980	43
- CNC's meetings with COPE, April 15 and 16, 1980	52
- Minister's meeting with COPE, April 18, 1980	56
IX) Areas of concern	
- Yukon National Wilderness Park	60
- Yukon Game Ordinance	63
- Land selection and overlapping claims	75
- Access to Inuvialuit lands	77
- Municipal issues	79
- International Migratory Caribou Convention	81
- Fisheries issues	83

	<u>Page</u>
X) Press releases	
- COPE and Government negotiators reached agreement on wildlife component, December 7, 1979	86
- Basic Agreement reached on COPE claim with publication of Joint COPE-Government Position Paper, July 14, 1978	96
- COPE and Federal Government sign Agreement in Principle on COPE claim, October 31, 1978	115
- Hon. Hugh Faulkner's address on the occasion of the signing of the Agreement in Principle, October 31, 1978	124
- Native claims negotiating process, May 3, 1979	129
- Inuvialuit land selection status, May 18, 1979	135



BACKGROUND

COMMITTEE FOR ORIGINAL PEOPLES' ENTITLEMENT (COPE)

Background

The Committee for Original Peoples' Entitlement was incorporated in September of 1970 and represents between 2,000 and 2,500 Inuit of the Western Arctic Region (Inuvialuit means Inuit of the Western Arctic). COPE became a regional affiliate of the Inuit Tapirisat of Canada whose claim entitled "Nunavut" was submitted but subsequently withdrawn in September of 1976. Because of the pressure of an impending decision regarding northern pipelines which might affect this area, COPE announced on December 14, 1976 that it wished to proceed with its own claim. Federal funding, in the form of an accountable contribution, was provided and on May 13, 1977 COPE's claim proposal was submitted to the federal government.

The 1976 Inuit Land Use and Occupancy Project showed 168,000 sq. mi. of land and water traditionally used and occupied in the Western Arctic. The claim, entitled "Inuvialuit Nunangat", called for ownership of 73,000 sq. mi.

Following the presentation of its claim, COPE discussed a number of the elements with federal government representatives between June and September 1977. Because COPE insisted from the beginning that no reference to Cabinet be made until a joint position was reached, discussions were carried out without any specific Cabinet mandate. However, government representatives were guided by the 1973 policy statement on claims, the James Bay Settlement, Cabinet direction in respect to the Yukon claim and various policy statements made in recent years, notably including the Prime Minister's Statement of August 3, 1977 concerning political development in the Northwest Territories. In November, an initial Government response to the COPE position made by officials met with strong objections, and COPE raised the possibility of court action. However, COPE agreed to the suggestion to attempt to resolve major issues through a COPE/Government Working Group which would carry out discussions without prejudice to the ultimate position of either side. In practice, the negotiators for both sides worked under regular if informal guidance from their principals. Continuous negotiations in the Working Group from November, 1977 to May, 1978, have resulted in a "Joint Position Paper on the Inuvialuit Land Rights Claim" which was accepted by Cabinet and made public on July 14, 1978. An Agreement in Principle based on the Joint Position Paper, was subsequently signed on October 31, 1978. The Agreement seeks to achieve a balance of interests between the concerns and aspirations of the Inuvialuit and national and territorial concerns for the ongoing development of energy and mineral resources in the Western Arctic Region.

Following the appointment of a Federal Negotiator in March 1979, meetings were held with COPE representatives to come to an agreement on a list of priorities for negotiations as well as a timetable. It was agreed that land selection, land regime and the National Wilderness Park Steering Committee would be the first components of the agreement that would require the negotiators' attention. Intensive negotiations took place in the Spring of 1979 to arrive at the lands to be selected by the Inuvialuit in accordance with the terms of the Agreement in Principle. These negotiations resulted in an agreement on 85% of the total outstanding land allotment.

After the May 22, 1979 election, further negotiations were interrupted pending a review of claims policy and granting of specific mandates. This was not completed when the election was called on December 14, 1979.

LIST OF COPE'S REPRESENTATIVES

LIST OF C.O.P.E.'s REPRESENTATIVES

Executive:	Sam Raddi	President	Inuvik
	Agnes Semmler	Vice President	Inuvik
	Peter Green	Vice President	Paulatuk
	Nelson Green	Treasurer	Paulatuk
<u>Resource</u>	Nellie Cournoyea	Co-ordinator of land	Inuvik
<u>Workers:</u>	Robert DeLury	rights fieldworkers	
		Chief Negotiator	Inuvik
<u>Negotiators:</u>	Andy Carpenter	Negotiator	Sachs Harbour
	Richard Papik	Negotiator	Aklavik
	Mark Noksana	Negotiator	Tuktoyaktuk
	Robert Kuptana	Negotiator	Holman Island
<u>Field</u>	Winnie Carpenter	Field Worker	Sachs Harbour
<u>Workers:</u>	Charlie Haogak	Field Worker	Sachs Harbour
	Barbara Allen	Field Worker	Aklavik
	Renie Arey	Field Worker	Aklavik
	Irene Wolki	Field Worker	Tuktoyaktuk
	Sara Anderson	Field Worker	Tuktoyaktuk
	Roy Cockney	Field Worker	Tuktoyaktuk
	Edward Ruben	Field Worker	Paulatuk
	Gilbert Ruben	Field Worker	Paulatuk
	Wallace Goose	Field Worker	Holman Island
	Agnes Goose	Field Worker	Holman Island
	Mary Inuktalik	Field Worker	Holman Island
	Emily Kudlak	Field Worker	Holman Island
	Beatrice Goose	Field Worker	Holman Island
	Joyce Semmler	Field Worker	Inuvik
	Annie Banksland	Field Worker	Inuvik

SUMMARY OF THE AGREEMENT IN PRINCIPLE

Summary of the Agreement in Principle on the Inuvialuit Land Rights Claim prepared by the COPE/Government Working Group

Background

In May 1977, COPE (The Committee for Original Peoples' Entitlement) representing 2,500 Inuvialuit in the Western Arctic Region, presented their land rights claim, entitled Inuvialuit Nunangat. Following a series of clarification meetings government officials presented an initial response to the COPE proposal. Except for the subject of wildlife and hunting rights, where there was some common ground, the remainder of the government's response was not satisfactory to COPE. To avoid a breakdown in the discussions, a Working Group, comprising representatives of COPE and the Government, was formed to seek agreement on the wildlife section of the claim. On December 7, 1977 a Joint Position on wildlife was publicly announced. The Working Group next addressed the major elements of land and financial compensation. On May 29, 1978 the Working Group completed the 106 - page Joint Position Paper comprising 14 sections which forms the basis of this Agreement in Principle between the Government of Canada and the Inuvialuit of the Western Arctic Region.

Goals of the Settlement

The Agreement in Principle states that the four basic goals of the Inuvialuit land rights settlement are: to preserve the culture and values of the Inuvialuit within a changing northern society; to enable them to be equal and meaningful participants in both the northern and national economy and society; to provide them with specific rights,

Descendants of beneficiaries are also eligible to participate in the Settlement. The Inuvialuit will have primary responsibility for deciding who will be beneficiaries. However a person enrolled in any other claims settlement in Canada cannot benefit from the Inuvialuit Settlement.

There are approximately 2,500 Inuvialuit in the Western Arctic living in the six settlements of Sachs Harbour, Holman Island, Paulatuk, Tuktoyaktuk, Inuvik and Aklavik.

Enrolment

There will be Enrolment Committees in each Inuvialuit community which will prepare a list of potential beneficiaries. An Enrolment Authority comprising two representatives from COPE, and one from the Federal Government will enroll the beneficiaries. The Enrolment Authority will publish an official enrolment list three months after the Settlement Legislation comes into force. There will be an appeal process to resolve disputes.

Inuvialuit Corporations

Inuvialuit corporations will be created to receive and manage the Settlement benefits. These will consist of an Inuvialuit Investment Corporation; an Inuvialuit Development Corporation; and an Inuvialuit Land Corporation (holding title to lands). In addition, each Inuvialuit community will have a community corporation. The Inuvialuit communities will control the above corporations. There will be restrictions on spending to protect the financial compensation for the benefit of future Inuvialuit. All Inuvialuit 18 years and over

the Inuvialuit would participate in setting acceptable environmental standards for development and would be consulted when the Government was considering the issuance of new oil and gas permits on Crown reserves.

Water

On 7(1) (a) lands, the Inuvialuit would receive ownership to the beds of all lakes, rivers and water bodies, subject to a 100-foot access strip around the seacoast and shorelines of navigable waters for travel, recreation and emergency purposes. The Inuvialuit would not however receive exclusive rights to harvest fish. On 7(1) (b) lands, there would also be a 100-foot access strip for general public purposes. In addition the Government shall negotiate a public right of access across 7(1) (b) lands to certain lakes and rivers for sport fishing. In all cases, the Crown would own the water and have the right to control the water and water beds in order to manage fish, for carrying out any work needed for transportation and navigation purposes and for the protection of community water supplies.

National Wilderness Public Dedication

The Agreement in Principle provides that not less than 5,000 square miles of the Yukon North Slope be set aside as a National Wilderness Park, for the purpose of wildlife protection and wilderness conservation and recommends that the Government consider dedicating the entire area north of the Porcupine River, in the Yukon, as a National Wilderness Park. (The initial step toward fulfilling these undertakings was taken on July 6, 1978 when the Honourable J. Hugh Faulkner, Minister of Indian Affairs and Northern Development announced the withdrawal

Inuvialuit would be compensated not only for the land, but also for loss of fishing, hunting and trapping. Inuvialuit lands would be exempt from property tax, but improvements will be taxable as well as proceeds from development of Inuvialuit lands.

Land Selection

The Inuvialuit must select their lands according to certain criteria - lands which are important because of biological productivity or traditional hunting, trapping and fishing; lands which offer economic opportunities, such as tourism; areas which are important because of wildlife production; historic Inuvialuit sites, and burial grounds. They cannot choose lands which contain proven oil or gas reserves, lands which are privately owned, and lands used for public works. Selection of 7(1)(a)(i) lands (community lands) and 7(1)(a)(ii) lands (Cape Bathurst, Area #3) has been completed and will be withdrawn from disposal. The selection of 7(1)(b)(i) lands (Husky Lakes, Areas #1 and #2) has also been completed and there will be no further disposition of surface alienations or quarrying rights. The selection of the balance of the Inuvialuit 7(1)(b)(ii) lands shall be concluded by and finalized as part of the Final Agreement.

Land Management

The Agreement in Principle provides that a Land Use Planning Commission be formed consisting of Inuvialuit and representatives of the federal and territorial governments. The Commission would advise the Minister on all aspects of land management in the Western Arctic Region including the preparation of a land use plan.

Financial Compensation and Economic Measures

The financial compensation described in this Agreement has a present value of \$45 million. A series of payments will be made yearly from 1981 to 1994. No tax will be levied on these payments, although all other earnings of the corporations would be taxable. Interest-free loans on the security of these payments are available to the Inuvialuit from the date of this Agreement until December, 1981.

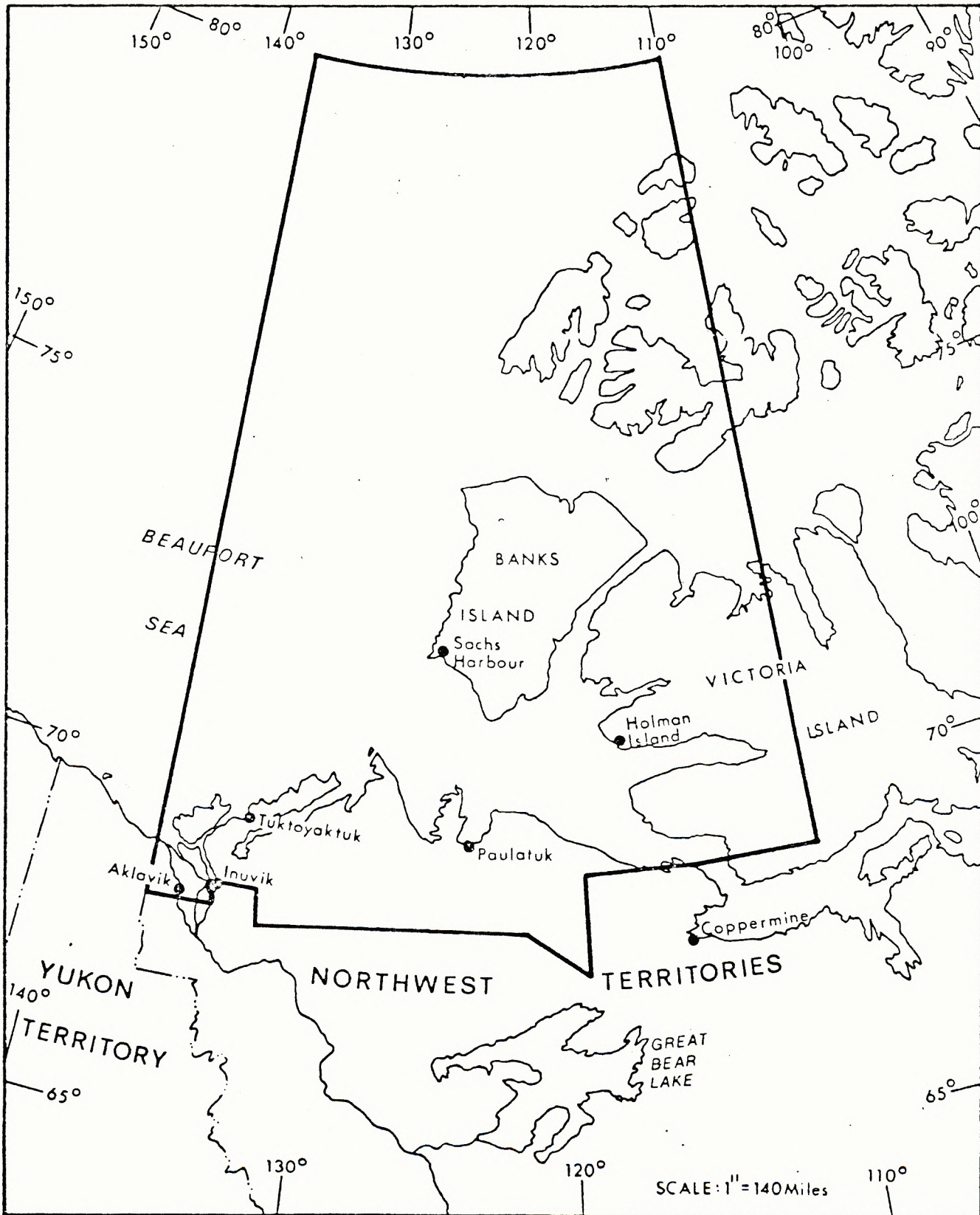
The proposed settlement includes certain socio-economic measures to help the Inuvialuit achieve stable economic self-reliance and build a solid economic base. The commitments consist of general measures to give priority to Inuvialuit products, resources, employment, services, and support for possible Inuvialuit mineral activity; and specific program support for individual projects to be described in the Final Agreement. No financial outlays in excess of projected government budgeted levels would be required.

Social Development

To help meet the problems of social transition faced by the Inuvialuit there would be a Social Development Program, utilizing the Inuvialuit perspective, language and customs, and would deal with social concerns such as housing, health and welfare. It would also advise government on programs concerning such matters as alcohol, dental care, nutrition; and initiate and develop special education programs. Each community would be involved in developing the program and the Inuvialuit would manage the various projects. The present value of the funding proposed to carry out this program is \$3.5 million.

MAP SHOWING THE WESTERN ARCTIC REGION

WESTERN ARCTIC REGION



MAP SHOWING INUVIALUIT LAND SELECTION

Inuvialuit Land Rights Settlement Land Selection



7(1)(a) lands agreed to on Oct. 31, 1978.
(5,000 sq. mi.)



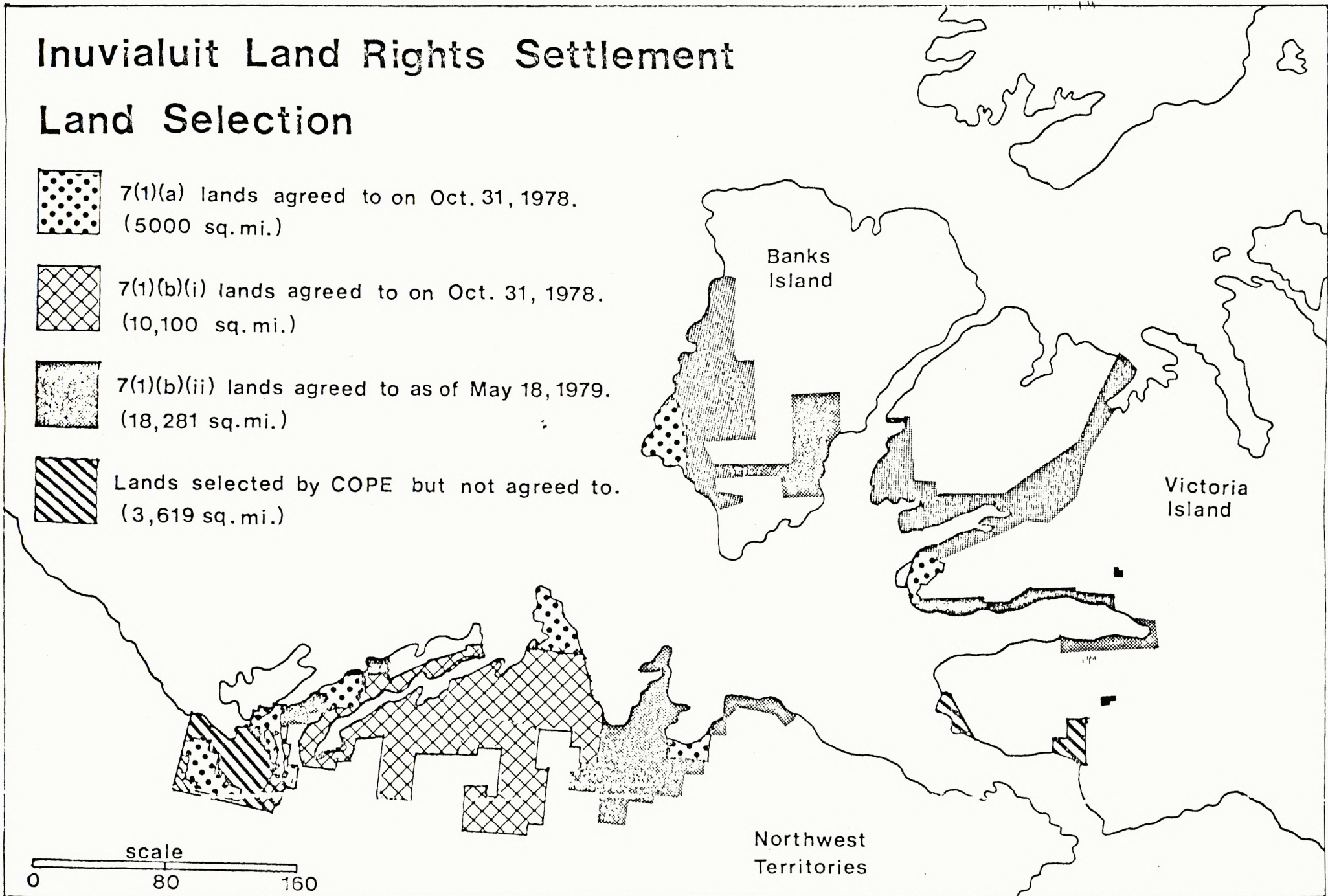
7(1)(b)(i) lands agreed to on Oct. 31, 1978.
(10,100 sq. mi.)



7(1)(b)(ii) lands agreed to as of May 18, 1979.
(18,281 sq. mi.)



Lands selected by COPE but not agreed to.
(3,619 sq. mi.)



GENERAL OUTLINE OF THE ISSUES TO BE NEGOTIATED

1/2

GENERAL OUTLINE OF THE ISSUES TO BE NEGOTIATED

C. O. P. E.

February 1979

Working Group - Inuvialuit Lands

Relevant Chapters - 7, 8, 9, 10, 11, 13.

Alienations - Provision must be made for the alienation of 800 square miles of Cape Bathurst except for Gulf oil permits 7(1) (a) (ii).

Fee Simple Beds of Lakes, etc. - Determination of rivers, lakes etc. to be excluded from Inuvialuit ownership or to be reserved for Canada's right of way to be made 7(2) (a-b) and selection of alternate lands.

Sand and Gravel - The identification of and arrangement to meet community needs for sand and gravel and the administrative process to obtain COPE approval must be worked out 7(2) (d), 7(12) (a).

Laws of General Application - These must be extended to cover Inuvialuit lands 7(3).

Rights of Ownership - To 7(1) (b) land and to substances found on them must be clarified 7(4).

Disposition of Inuvialuit Land Interests - Provision must be made for determining agreed upon cost base for the voluntary conveyance of Inuvialuit lands and the Inuvialuit position vis à vis the Income Tax Act clarified 7(5).

Expropriation and Compensation - Provision must be made: for the establishment of new meteorological and climatological stations, for definition of the expropriation process; for clarification of ambiguous terminology; for compensation for loss of wildlife harvesting on expropriated lands; and, for the establishment of an arbitration process 7(7) (b), 7(8) (b) (ii), 7(8) (c-d).

Management of Water - Provision must be made for the consultation process and for the payment of compensation and Canada's role and responsibility in the provision of community water supplies must be defined 7(10) (a) (iii).

Right of Access - Across 7(1) (b) lands must be specified 7(10) (c).

Husky Lakes/Cape Bathurst - Acceptable environmental standards must be defined, the appeal process set out, the criteria and standards for determining the terms and conditions of development activities must be defined and integrated into the management structure, 8(1) (a) (6). In addition the designation of adjacent land areas where there will be no development and of environmental terms which will apply to subsurface development in Cape Bathurst must be worked out 8(4), 8(5) (a).

Land Selection - Provision for the establishment and management of a Pingo National Landmark must be made 9(3) (d), 9(3) (d) (iii). Land selection should be completed by March 31, 1979 with ministerial approval two months later 9(5).

Participation Agreements - Provision must be made for the appeal process and specification of time period in which negotiations may take place 10(1).

Land Management - Provision must be made for the establishment and definition of responsibility of Land Use Planning Commission and a Land Use Applications and Review Committee; for the definition of the joint management process for Husky Lakes; and, for the identification and provision for the protection and management of IBP sites 11(5) (a), 11(5) (b).

Working Group - Wildlife

Relevant Chapter - 14

Protection and Harvesting - Detailed provisions must be made to ensure the Protection of Wildlife Habitat 14(1) (c). Provisions must be made for the administration of preferential rights 14(2) (a) (iv) and the guaranteed level of harvesting 14(2) (a) (v); and for the regulation of Exclusive Harvesting Rights 14(2) (b) (i) and of the right to sell fish 14(2) (b) (iii).

Legal Changes - The changes in the laws of the Yukon and the N.W.T. which will be required to facilitate the implementation of the wildlife provisions are to be made in conjunction with COPE and a mechanism to make this possible must be worked out 14(2) (i).

Quotas - The determination of harvestable and subsistence quotas must be done 14(3) (c), (d).

Compensation - The details and mechanics for awarding compensation for loss of harvesting in the Western Arctic Region after the Final Agreement must be worked out 14(3) (g).

Management - Detailed provision must be made to ensure that wildlife and habitat management for migratory species produce an integrated result 14(3) (h).

Restricted Entry - To facilitate the application of restrictive entry a joint review process must be established, appropriate federal and/or territorial legislation must be established; and, the extension of restricted entry to other commercial activities related to wildlife must be made 14(4), 14(4) (c), (d), (e).

Structures - The composition and powers of the game council, Hunters and Trappers Committees and Natural Resources Research Board and the relationships among these bodies needs to be spelled out 14(6) (a-f).

Working Group - Financial Compensation and Economic Measures

Relevant Chapters - 6, 15 and 16.

Corporate Structures - Provision must be made: for the creation of Inuvialuit corporations with descriptions of the corporate structures, powers and responsibilities 6(1); for restrictions in the distribution of corporate shares 6(2); and, for the division of financial compensation between corporations.

Economic Measures - Provision must be made: for the inclusion of social and economic measures that shall contribute to the achievement of goals i to viii as set out in 16(1) (a) of the Agreement in Principle; for specific projects and relevant economic measures recommended by the Economic Working Group 16(2) (6); for a Review Committee of representatives of the Inuvialuit and government to monitor the implementation of economic measures 16(2) (c); and, for a description of projects to which specific economic measures shall apply 16(5). In addition the Canada Mining Regulations must be modified to allow for Inuvialuit mining exploration and representative work 16(6) (a) and a description must be given of the manner in which the Inuvialuit Development Corporation may draw upon the Mineral Fund 16(6).

Working Group - Eligibility and Social Development

Relevant Chapters - 5, 14(2) (e), 17.

3 Eligibility Appeals - An appeal process for disputes respecting the
: official enrolment list of the initial enrolment and for disputes
occurring subsequent to the initial enrolment must be established
5(5) (c) (i), 5(5) (c) (ii).

The implementation of the Inuvialuit Social Development Program will require: the provision of up to \$500,000 per year beginning after the Final Agreement; the inclusion of the provision of requirements for submissions and criteria for acceptance of proposals; the designation of one or more co-ordinators; and, the recommendation to the Minister of an acceptable administrator 17(4-7).

Working Group - Legal Drafting

Relevant Chapters - overall responsibility for document.

Definitions Any new definitions which may be required as well as clarification of three specific items.

Final Agreement and Legislative Approval - Inconsistent laws, the exchange clause, Amendment to the Agreement and, the Ratification Process, must all be spelled out clearly 3(2) (a), 3(3), 3(4), 3(5).

Inuvialuit Corporations - The terms and conditions; their exemption from taxation; a description of financial restrictions and their status for Revenue Canada must all be worked out 6(1), 6(2) (b), 6(2) (e), 6(4).

Land - A great many sections pertaining to land require the working group's attention. The termination of alienations, arrangements for sand and gravel, amendments to laws applicable on Crown lands and provisions to minimize interference with rights of ownership of substances must be worked out 7(1) (a) (ii), 7(2) (d), 7(3), 7(4).

Arrangements for transfer or grant of Inuvialuit lands and for tax exemptions on such transfers and grants, on Inuvialuit lands generally and to the Inuvialuit Land Corporation specifically must be spelled out 7(5), 7(6) (a) (b). Arrangements also must be made for the Crown management of water and for the negotiation of public right of access across certain lands 7(10) (a) (ii), (iii), 7(10) (c).

New regulations for individuals harvesting birds must be included in the Migratory Birds Convention Act 7(11) (a). Provision must be made for the withdrawal of lands under the Territorial Lands Act, and for the remittance of royalties etc. to the Inuvialuit 7(12), 7(13).

Husky Lakes, Cape Bathurst - Provisions must be made for the establishment of a standard of performance required from a developer and for the incorporation in the management regime of the terms and conditions governing development activities 8(1) (a) (b).

Wildlife - The details of non-Inuvialuit harvesting regularions, the Inuvialuit right to sell fish, the distribution of harvest limits, the amendment of laws relating to harvesting and the establishment of quotas must be worked out 14(2)(b)(i), 14(2)(b)(iii), 14(~~2~~)(f), 14(2)(i)(i), 14(3)(b).

Financial Compensation - Provision must be made for capital transfer payments, alternative arrangements if the settlement legislation is not in place, and the borrowing powers of the corporations 15(2-4).

Surrender of rights - Sub-section 3(3) will have to be clarified so that the Inuvialuit will surrender their rights in and to all land and waters in the N.W.T. and elsewhere in Canada.

Technical Aspects - Land

Subgroup (in order of priority)	Suggested Members	Sections	Tentative Date for First Meeting
1) Land selection 1(a) Water bodies	MOT Environment Fisheries Northern ONC GNWT COPE	7(2) (a) 7(2) (a) (i) 7(2) (a) (ii) 7(2) (b) 7(2) (c) 7(10) (c)	week of April 16 week of April 16 some elements to be done in conjunction with land selection
2) Taxation	Finance Justice Corporate Policy ONC GNWT COPE	7(5) 7(6) 7(13) (a)	April 23/24
3) Processes/Expropriation Compensation/Arbitration	Northern Justice ONC GNWT COPE	7(8) (d)	April 30
4) Land management structures	Environment Fisheries Northern Lands ONC GNWT COPE	Section 11	June 4
5) Husky Lakes/Pingo/ Participation Agreements	Northern Lands Oil & Gas Environment Fisheries EMR Justice Parks ONC GNWT COPE	Section 8 & 10	June 14

Subgroup (in order of priority)	Suggested Members	Sections	Tentative Date for First Meeting
6) Access	Oil & Gas Environment Fisheries Justice Northern Lands MOT EMR ONC GNWT COPE	7(4) 7(7) (b) 7(10) (c) Husky Lakes Participation Agreements General	deferred
7) Compensation			deferred

WESTERN ARCTIC GROUP -
YEAR'S EVENTS IN REVIEW

WESTERN ARCTIC GROUP
YEAR'S EVENTS IN REVIEW

The Agreement in Principle signed on October 31, 1978 between the Government of Canada and the Committee for Original Peoples Entitlement provided that negotiations to finalize the settlement details would tentatively be completed by October 31, 1979. The document was then made public and initiated a public debate which gave rise to the expression of concerns regarding certain aspects of the agreement. Following the signing, an exhaustive analysis of the components of the Agreement in Principle was made with a view to identifying the areas requiring further discussions and establishing a work plan and schedule. Preliminary meetings on wildlife were held in Edmonton and Inuvik as the first step in this process.

Following the appointment of a Federal Negotiator in March 1979, meetings were held with COPE representatives to come to an agreement on a list of priorities for negotiations as well as a timetable. It was agreed that land selection, land regime and the National Wilderness Park Steering Committee would be the first components of the agreement that would require the negotiators' attention.

Intensive negotiations took place in the Spring of 1979 to arrive at the lands to be selected by the Inuvialuit in accordance with the terms of the Agreement in Principle. These negotiations resulted in an agreement on 85% of the total outstanding land allocation. Decision on the remaining 15% had to be deferred for a number of reasons,

notably the alleged overlapping interest by the Dene in the Delta and the Inuit of Coppermine. In a press release dated May 18, 1979, it was announced that the overlapping interest question would be dealt with through a fact finder process and that an early resolution of this issue was desirable.

The election of May 22, 1979 put a halt to the negotiations. The newly elected government decided to postpone any discussions until it had had a chance to review the claims policy in general and the COPE Agreement in Principle in particular. While the period of review resulted in a hiatus in the negotiations, however, it allowed government officials the opportunity to further investigate the weaknesses inherent in the Agreement in Principle and to listen to the concerns expressed by industry and the northern non-native community.

During the summer, the Western Arctic Group was involved in the drafting of the Memorandum to Cabinet on Northern Comprehensive Claims and a discussion paper on the Mandates for Negotiating northern claims. It was subsequently decided to prepare a separate memorandum on COPE which was completed on December 5, 1979. In this context, it has not been possible to reach any decision on key issues such as the National Wilderness Park, Land Quantum and Selection and the question of overlapping native interest to the Delta and Coppermine areas as well as the specifics of participation agreements and the question of access to and on Inuvialuit lands. This situation, coupled with the Government defeat on December 13, has left the Western Arctic Group without a specific mandate to negotiate the particulars of the Agreement in Principle.

Toward the end of the year, attempts were made to discuss with COPE the nature of these concerns as well as possible remedies. When the government was defeated on December 13, 1979, COPE and government officials were engaged in the process of clarifying certain areas of contention in the agreement before the Cabinet reviewed the COPE Agreement in Principle. Understandably any discussion toward the formulation of a Final Agreement were interrupted until a government was elected on February 18, 1980.

Major Achievements: The achievements of 1979 can be measured from several different perspectives. First, in terms of active negotiations the agreement on 85% of the lands subject to selection is a major achievement given the number of competing interests which had to be weighed and the fact that unanimity was achieved among all the federal departments concerned and the representatives of the GNWT, who form part of the federal negotiating team. On another level, the concept of a multi-disciplinary approach to the development of negotiating positions which was adopted, made workable and sustained even in the midst of intense negotiations - this means that all interested federal departments and agencies as well as the GNWT actually played a role in the claims process and the success of this approach is based upon a great deal of advance work, co-ordination and inter and intra-departmental negotiation. The third level of achievement lies in the preparation, jointly with the Northern Program, of an interim land regime which translates the Agreement in Principle provisions into a coherent set of guidelines to allow industry, the general public and the departmental staff to know the procedures governing 7(1)(a) and (b) land during the period prior to the signing of the Final Agreement. Finally, a number of research projects were undertaken on the more

technical aspects of the Agreement in Principle, - expropriation, taxation, arbitration and dispute resolution mechanism, - as well as in connection with the various concerns raised by others - access, participation agreements, land regime.

Major Failures: The failure to sign a Final Agreement by October 31, 1979 might be considered a major failure but given the complexity and quantity of issues left open to negotiation by the Agreement in Principle it is unlikely that a Final Agreement could have been reached by that date even without the changes of government. Given the 1979 change of government and the consequent position of the new Minister no further progress in the negotiating forum was possible until such time as a full Cabinet review had been conducted. The preparation of memoranda to cabinet, written and oral briefings for ministers and discussion papers pertaining to concerns raised by individuals, industry, industry associations and native groups and clarification meetings thereon were the channel for the work of the Western Arctic group until the election call.

Implications: From the above we can conclude:

- 1) That the claims negotiation process involves a very great number of players and is governed to a great extent by the political philosophy of the day. Decisions must be made at the political level, either by the Minister or by Cabinet, on claims under negotiation almost on a day to day basis and without such responsive decision-making no consistent progress in the negotiating forum is possible.

- 2) That the role of ONC is a very difficult one and that its location in a Department which is historically and perceptually that of the protector of advocate of Indian people creates a certain ambivalence and perhaps even a degree of paralysis in the fact of negotiations which are by their nature adversarial.

LATEST EVENTS

MINISTER'S MEETING WITH COPE
MARCH 31, 1980



April 14, 1980

NOTE TO FILE

Your file Votre référence

Our file Notre référence

Minister's Meeting with COPE
March 31, 1980

The meeting began with introductions all around the table with some background information provided by Inuvialuit representing settlements. This took up the first half-hour.

The next stage, the history of the Agreement in Principle, started off by Agnes Semler, who talked about the community work that was first done in order to establish a cohesive understanding by the Inuvialuit of their land claim. She also mentioned the land-use study and how all Inuvialuit participated in the preparation of the claim.

Sam Raddi then talked about the split, due to development pressures, and how COPE presented their own claim in May 1977.

Peter Green continued to explain how that position represented considerable compromise and after a number of meetings they put forward a counter-proposal in November 1977. During this process, the government had ignored their initial proposals. During these meetings, an official of the Department (G.N. Faulkner) had the gall to indicate that the government policy was not to recognize aboriginal rights! "At that time, we broke off and almost went to court. As a result of a working group exercise, we eventually achieved an Agreement in Principle."

Nelly Cournoyea continued to explain how hard it was to deal with all the new Ministers of last government. COPE had fought hard for the Agreement, had been prepared to reconcile their interests with national interests, but they did want some control over development.

...2

The Inuvialuit are not anti-development. The Inuvialuit often found it hard to understand why it was necessary to reconcile their interests, especially as they are the original inhabitants and will still be here after everyone has gone once the development has ended. COPE anticipated that there would be a negative public reaction and therefore it took considerable courage to sign the Agreement. However, COPE proved that it was possible - it was a real achievement. They were prepared to concede special political status but they do not want a welfare state. They do not want to have any handouts from the government. After the signing of the Agreement in Principle, the Inuvialuit really believed that something could be accomplished. At no time did COPE use the media to oversell COPE or to anticipate agreements which yet had to be achieved.

Peter Green went on to explain how COPE was soundly criticized as being sellouts by other native groups and by the YTG as winning too much land. During all this, the moderates kept quiet. ONC and Epp tried to break down the Agreement! COPE felt that they were betrayed and could no longer trust the government. It was like the treaties. "The last year has been a year of broken promises."

Andy Carpenter then went on to explain how this erosion of the Agreement started immediately after the signing. The Minister had promised that there would be consultation and appointment of a new negotiator to replace John Naysmith, however, it was left to ONC and the Public Service Commission. This was not the right way to go about it. The reporting relationships were wrong. The negotiator should have reported to the Deputy Minister and the Minister. We did not want Neil Faulkner involved in between the negotiator and the Minister. In fact, the selection of the negotiator was an insult to COPE. The Minister at the time asked us to give the negotiator a chance but from there on in, there was a poor working relationship. It was a key job requiring trust on both sides.

Robert Kuptana then explained that the next broken promise was a Memorandum of Understanding. The document did not appear to be in the best interests of either the Minister or COPE. It indicates that the YTG has a veto and there was no consultation with COPE before the signing of the Memorandum. Hugh Faulkner said that it did not affect COPE or the Agreement in Principle. ONC even said it was never intended to apply to the Agreement in Principle. We were promised by the Minister's office, confirmation in writing, of this. Even in July 1979, Mr. Epp said he would confirm this but he never did. We still need confirmation that the Memorandum of Understanding with the YTG will not apply to COPE.

Nelson Green then explained that the "trail of broken promises" continued. The land selection process was started by March 30th. COPE had submitted their land selections by March 16th that had to be completed within 2 months. The government had not done any work. The government tried to change the deal, they tried to renegotiate the land selection criteria, such as access, expropriation, overlap matters and third-party interests. These concerns were used to stall. The bureaucrats obviously did not like the deal and they were also incompetent. We suspect that part of this was due to jealousies. We were disappointed in the negotiator who did not work hard and always wanted to quit at 5:00 pm. Perhaps the Executive Director was responsible for this. It seemed they always wanted to change the deal and their efforts were directed at finding loopholes in the Agreement in Principle. As a result of the stalling, the selection was only just finalized before the elections in May. When negotiations resume, land selections must be the first priority.

Sam Raddi continued saying that it was obvious that Mr. Epp was convinced by Neilsen and Chris Pearson. He was not honest or fair. He said totally different things to COPE, other native groups and the press.

Andy Carpenter went on to say how Mr. Epp agreed that before going to Cabinet with a Memorandum on COPE, he would discuss it and work out an acceptable joint position. In the later summer, we found out he was taking a Memo to Cabinet. We could not see how such a thing would help us. The next day we heard that the section on COPE was taken out.

Nelson Green went on to say that it was obvious that the former government had no commitment to honour the Agreement in Principle. The loan agreement ran out. We had no money. We sent in requests and budgets but Epp stalled, there was no deal. At one time, he agreed to interim funding but it never came through. Meanwhile, Dome Petroleum received \$500M and the YTG received \$6M. "We are used to hard times. We want to work and not live off the government's money. However, we did not give up."

Agnes Semmler then continued. There was a period of a year and one-half of misinformation and fabricated concerns, double-dealing and broken promises. Epp allowed the Agreement between Canada and the Inuvialuit to be broken. "He told us that COPE sounded like a broken record. You have inherited a mess, Minister, but you are big enough to straighten it out."

Nellie Cournoyea continued. One of the most serious broken promises was the change of the YTG Game Ordinance. The change should not have taken place. "We are the only people in the North Yukon. The change benefits only the YTG. They just wanted to assert their power over us."

We asked Epp to help us but he did not. Yet, we thought that he had constitutional obligations and responsibilities to uphold the Agreement and to protect our interests as natives. We are now kept from hunting polar bears and the YTG have even defined who an Eskimo is. Do the YTG really know who an Eskimo is? Have they ever seen one? Surely it is not their responsibility. He let us become outlaws in our own land and it seemed that the YTG had the blessing of the Federal Government. With regard to the whaling, it was an unnecessary change and it has got to be changed back."

Nelson Green then went on to talk about two potential areas for breeches, the Caribou Convention and Beluga Regulations. Subtle but important concerns. "We have been consulted but we believe the new regulations being proposed for belugas don't make any sense. They just make Canada look good internationally. It will cut off the native people from their traditional rights."

Nellie Cournoyea went on. "We are very concerned over the breach in Section 3(1). Epp directed that there be no further negotiations. All our efforts had been destroyed, ridiculed. The Government has little respect for agreements with native people. While COPE was stalled, it seemed that Canmar got everything. Even the YTG aspirations were granted. In our view, the policy of 1971 was set back 20 years. What is at stake, Minister, is northern policy and the relationship of the federal government to the North and to natives. It is the whole future. This includes Canada. It is up to you if anything is going to change. We have tried very hard. It is now up to you. You are new, but we cannot be expected to start all over again."

Peter Green then added as a concluding remark, please excuse us if we do not trust the Government anymore.

We then broke for lunch and started up again at about 1:40 pm.

The Minister began with his response. He appreciated the problems resulting from changes in government and Ministers. He was most disturbed about the bitterness due to these events, however, "it is now history, all we can do is to try and rectify the problem".

- 1) With regard to the Agreement in Principle, in his view, it is a good Agreement and should be honoured. Credibility of government is at stake. We must adhere to the spirit of the Agreement. We shall start to adhere to the extent possible, avoid legalistic arguments. In his view, a moral commitment is really stronger.
- 2) With regard to the negotiator, the Minister's view is that it should just as well not be a bureaucrat. He is prepared to discuss names. It seemed to him that most good people are too busy and will be hard to obtain full time.

- 3) With regard to the Memorandum of Understanding, whatever it says, it does not give YTG a veto. The Minister will check into this and clarify later.
- 4) He has no objection to starting off with the land selections and he will instruct his negotiator to start off with that. However, it may well be feasible to move on to other cases if special studies are required in order to resolve that problem.

The Minister then indicated it was not his job to correct any impressions or work done by his predecessor but he could confirm that there was no Cabinet Document on COPE that went to Cabinet. The only time COPE was discussed was in a general information session with Ministers.

- He appreciated that their funding was in effect cut off. However, it is his impression that the Treasury Board requested special audit provisions attached to loan agreements. He recognized that Hugh Faulkner had waived this but the Treasury Board still insists on it being in the agreements. If this is the only inhibitor, the Minister
- 5) is prepared to make the loan without that clause and will seek Treasury Board's support.

- With regard to the YTG Game Ordinance, the Minister agreed that if the status quo is being changed, then he would be prepared to argue with Justice and would even be prepared to consider disallowances if there was no alternative. He would look into it with Justice and YTG and also determine whether the YTG had gone beyond its jurisdiction of powers.
- 7) Reference the Bowheads, "I am prepared to talk to Romeo LeBlanc." As far as the Minister is concerned, "all government departments are bound by the Agreement. We should try and effect a compromise".
 - 8) On potential breeches, with regard to the Caribou, here again I shall refresh the Department of Environment about the Agreement. He was not prepared to see Inuvialuit traditional occupations being compromised as a result of international agreements. With regard to the Beluga, he would do the same thing and raise this matter with Romeo LeBlanc.

The Minister then asked if COPE was ready to start up negotiations. They said yes.

Bob Delury then spoke on the subject of a negotiator. He emphasized that a quality person is required. Sam Raddi then indicated that a firm, strong, respected man, a man with integrity, is required. Someone that they can work with. Naysmith was very firm and honest. He could deal frankly and openly. A negotiator also requires broad knowledge of the issues. Sam then suggested, Arthur Kroeger, Justice Berger, Bob Hornal, Huguette Labelle, Lloyd Barber, David MacDonald and John Naysmith. All those people would be acceptable to COPE. The

- reporting relationship, however, is key. It has got to be direct to the Deputy Minister and the Minister. When there is an impasse in negotiations, access to the Minister is essential. As far as COPE is concerned, we are into a new process. The deal has been made, it is just a matter of working it out. The Minister took those comments under advisement and raised the question of the site of negotiations. He indicated that he felt a lot of the misunderstandings had been caused because negotiations had taken place in Ottawa, had been remote from the communities, and sufficient information had not been made available. It was necessary to alleviate any fears before they became real issues.

Nellie Cournoyea explained that in their view, Ottawa was preferable because they could reach all the people who could make decisions.

Bob Delury then said that with regard to honouring an Agreement, in their view, a negotiated deal implies that a whole lot of trade-offs have already been made. He felt that everybody should stand by the decisions that had been made and there should be no unilateral change. He asked the Minister whether he agreed. The Minister said yes. One problem in the eyes of the Inuvialuit has been the loss of continuity. It is assumed that some issues had not been decided, where in fact they were decided and are already implied in the Agreement in Principle. Now that these come back as concerns, Inuvialuit are not able to accept this. The Minister had no argument about this. There obviously has to be a bilateral process to change anything but both sides would have to be reasonable. It is inevitable that there will be arguments over interpretation and he hoped that the Record of Decisions were good.

- 11) Bob Delury went on about the Memorandum of Understanding and reasserted that they required a letter indicating that it would not affect COPE. The Minister agreed but he pointed out that there are real obvious benefits in involving the Territories in matters that concerned them in order that they had a commitment to the implementation of the settlement. Delury asked whether the Agreement in Principle took precedence. The Minister said that he would check into this and would reply to that. Bob then asked about the Memorandum to Cabinet. He asked the Minister whether he would be prepared to involve COPE and reach an accord before going to Cabinet. The Minister agreed that he would consult with them to the extent possible in order to achieve agreements before going to Cabinet but they would have to appreciate that if the Prime Minister demanded a document, he would have to comply "willy-nilly".

Bob Delury went on with regard to Section 14(2)c. Once possible solutions have been identified, he requested that the Minister personally be involved in discussions with Justice. There was some urgency as he felt the deadline was March 31st. It may be necessary

- 13) to persuade YTG to change their Ordinance. It was pointed out to Bob Delury that it was already too late if March 31st was a key date but that it was more likely to be a year after the passing of the Ordinance, in other words, November 15th. At that point, I agreed to try and convene a meeting with the Department of Justice, YTG, ONC, Northern Program and COPE in order to discuss this matter within two weeks.

Bob Delury then went on to talk about the Northern Wilderness Park. He said it was a myth that the YTG were not consulted. He personally discussed it to some extent with their game officials. He pointed out that the YTG approach is always obdurate and when they do not like something, they either ignore it or boycott it. As far as COPE was concerned, the Park is a federal initiative and not just a native claims matter. The lack of YTG participation should not be a block to the report or the implementation of the agreement. He then went on to query what had happened with regard to the decisions or commitments made by YTG on December 5th.

- 14) Nellie Cournoyea then went on to say that COPE was really the only group doing any work on the Steering Committee and they had great difficulty with the Chairman who is evidently scared by the YTG and was not too aggressive. He just doesn't get his job done, doesn't have the stature and he should be changed. Mr. Tellier agreed to talk to Mr. Seaborn about this. Nellie asked whether it was possible that Dome, who had made some proposals vis-à-vis King Point, could set up in a protected area. There was no answer given to this.

Bob Delury then queried the process for resuming negotiations. He felt that there were certain prerequisites such as a rewriting of Section 3(1). The Minister indicated a vague agreement to this. Mr. Delury then went on to say that it was necessary to protect the land as time was running out. This would affect Sections 7, 12 and 15. Also, to have another look at the financial compensation. The Minister interjected saying that he felt it would not be very useful to negotiate the process at this stage. The starting point was the appointment of a negotiator and then he would sit down with COPE and develop a process. It did not seem too useful to attempt to pre-establish a negotiating regime. Nellie Cournoyea said that's fine but she hoped that a negotiator would be prepared to work more than a 9-5 day.

Bob Delury then asked whether the Minister was going to take the Drury Report to Parliament. The Minister indicated no. He explained that the matter was under review and that Mr. Drury would be available to explain the report over the next couple of months. He invited COPE to provide him with any views. Bob indicated that it was dynamite and it seemed to get worse the more one read it. The implications are great. He agreed to convey COPE's views on it.

15) *11. 10. 88* Sam then asked where the Minister wanted to go from here. He felt that they should both meet again. He said that despite the unfortunate past, we have got to get back to negotiations. The Minister said that was fine. He raised one other matter and that was that he wanted COPE to discuss with departmental officials, proposals for an education, public-information process that could be put forward in a joint manner, perhaps concurrent with negotiations. He felt it was necessary for the public to receive a comprehensive explanation and education on the Agreement in Principle. COPE indicated some tentative agreement that said that caution would have to be exercised. At that point, the meeting terminated.



G.N. Faulkner
Executive Director
Office of Native Claims

cc: Ms. Gusella
Mr. Aked
Mr. Goudie

111. 44. 444

111. 44. 444

ONC'S MEETINGS WITH COPE
APRIL 15 AND 16, 1980

111. 44. 444

OTTAWA, Ontario K1A 0H4
April 17, 1980.

Paul Tellier,
Deputy Minister.

Meetings with COPE -
April 15 and 16

Further to Mr. Sam Raddi's telex of April 10 a meeting between ONC, Justice, YIG and COPE took place on April 15 to discuss the Yukon Game Ordinance and a subsequent meeting between ONC and Northern Program and COPE took place the following day to review the various concerns listed in their telex. The question of the Yukon Game Ordinance will be the subject of a separate memorandum. As I understand that COPE wishes to meet with you and the Minister later this week I am outlining the current status of these questions for your information in the order that they were discussed.

Briefing of Minister

COPE is concerned that the Minister be provided with objective advice and to ensure this, COPE is requesting that they should have access to all briefing prepared for the Minister. I understand from Mr. DeLury that he has already touched upon this question with you and he expressed his intention to take up this matter again.

Yukon Memorandum of Understanding

COPE wanted assurances that the Yukon Memorandum of Understanding neither gives a veto nor takes precedence over the Agreement in Principle. They also want assurances that it does not relate in any way to the COPE claim. I informed them that the Minister will get back to them very soon to confirm that the Memorandum does not give a veto; and will not take precedence over their Agreement in Principle, while at the same time stressing the importance of territorial representation in the negotiations.

Other issues in the Northern Yukon

Mr. DeLury mentioned that Dome's application for a port at King's Point is of grave concern to them as it would be irreconcilable with the establishment of the park in the Northern Yukon. He wanted to inform the Minister of Dome's lobbying YIG in this regard. (Officials of the Department of Energy, Mines and Resources have been in touch with this Department to alert us to the possibility of their Minister raising the matter of access to the hydrocarbons in the Beaufort Sea.)

COPE is also concerned by the issuance of prospecting permits and fishing camp applications in the withdrawn area. Northern Affairs Program has undertaken to follow-up on these issues.

Funding

It was agreed that Northern Affairs Program and COPE would work out the details related to the budgeting and that the Minister would make representations to Treasury Board directed towards retaining the same terms as before.

Bowhead Whales and Beluga Regulations

COPE has reiterated their position that the Department of Fisheries should rescind the Order in Council related to bowhead whales, and with respect to beluga endeavour to allow for trade and barter of muktuk. COPE feels that the Department of Fisheries is contravening the Agreement in Principle in both cases.

It was agreed to set up a joint working group under the leadership of Northern Affairs Program to develop a strategy for approaching the Department of Fisheries with respect to a number of matters including a comprehensive policy for northern fisheries.

Wilderness Park Steering Committee

COPE has again reiterated their concern about the chairman of the Wilderness Park Steering Committee. Mr. DeLury suggested that Messrs Winston Mair, John Fyles, and Allan Milne be considered as replacements for Mr. Brooks. I undertook to forward this information to you.

Public Education Program

The question of developing a public education program with a view to alleviating concerns expressed regarding the COPE Agreement in Principle was discussed. The possibility of hiring a public relations officer to advise and work in co-operation with both parties appears to interest COPE. It was agreed that both sides would consider this option further, as well as submitting a list of potential candidates.

Beaufort Sea Development

Mr. DeLury expressed deep concern with respect to the lack of control and regulation regarding Beaufort Sea Development. He especially raised the non-respect of the drilling season, and the dredging applications for McKinley and Wise Bays. Northern Affairs Program undertook to investigate these allegations.

International Caribou Convention

COPE stated that its participation in the International Caribou Convention was not meaningful. They would like it if DIAND played a stronger role in the forthcoming discussions related to the International Caribou Domestic Agreement. They would also like it if their harvesting rights were not contravened by the Convention and that they be authorized to participate in the negotiations. I informed them that the Minister will write to his colleagues in Environment and External Affairs in this regard.

ORIGINAL SIGNED BY
Neil Faulkner
A SIGNÉ L'ORIGINAL
G.N. Faulkner,
Executive Director,
Office of Native Claims.

c.c. Minister

11

11

MINISTER'S MEETING WITH COPE
APRIL 18, 1980

11



Mary Gussella

April 22, 1980

MT, 4-22-80

NOTE TO FILE

Your file Votre référence

Our file Notre référence

Meeting with Minister, Sam Raddi,
Bob Delury and Andy Carpenter
April 18, 1980

1. Claims Negotiator

The Minister opened the meeting by indicating that he wanted to make an appointment of a negotiator as quickly as possible. He asked them to run over the names that they had already suggested. He indicated that Warren Allmand had just been appointed to a task force on "Jobs for the 1980's" and would not be available on a full-time basis. However, he could be available as part of a panel of political advisers which would work behind the negotiator.

Bob Delury indicated that Mr. Allmand was not one of the candidates that COPE had put forward. He ran over some of the names again: Lloyd Barber, Arthur Kroeger, Tom Berger and Bob Hornal. The Minister observed that some of these were bureaucrats, but Delury indicated that they are "full-time" bureaucrats not just 9-5'ers.

The Minister then said that he had lined up a possibility, a lawyer by the name of Bob Mitchell, who is based in Regina. He is presently heading up a Board of Enquiry on the Social/Economic Impact of Uranium Mining around Key Lake. He worked for the Federal Department of Labour in the late 1960's. He then set up the Department of Labour in a Caribbean country. He was Deputy Minister for the Department of Labour in Saskatchewan and is now in private practice. From time to time, Mr. Mitchell has been used as a labour negotiator. He is interested in the North and has some familiarity with the problems of the North; however, he is busy until the end of May. He would be available to spend three days in Ottawa at the end of April in order to meet people and to be briefed.

...2

Bob Delury pointed out that it would appear that Mr. Mitchell has no northern experience and would likely see things in the terms of collective bargaining, in which case, he would be unacceptable. The Minister mentioned that he is not to be misled by his background; he is not strictly a labour negotiator. He picked Mr. Mitchell because he has a progressive attitude, he knows him personally and thinks he is up to the job. He requested a preliminary response in a few days.

They then discussed other names. The Minister thought it would be difficult to get Mr. Berger because it is so hard to obtain a leave of absence for a judge. Also, Mr. Berger was already tabbed as having a certain bent. As for John Naysmith, he would not object to us talking to him about the job. On hearing the background of Bob Hornal, the Minister indicated that his second choice would be Bob Hornal. The Minister, after the meeting, provided Mr. Delury with a telephone number in order to reach Mr. Mitchell.


2. Yukon Game Ordinance

Bob Delury reported very generally about the meeting and indicated that the YTG came out very clearly in terms that they had no intention of changing the ordinance unless COPE were prepared to renegotiate the Agreement in Principle. He felt that what was called for now was a political meeting with the Minister, Chris Pearson and Swede Hanson. Delury indicated that this whole issue could well end up in court, especially if the YTG intended to prosecute COPE under the new legislation. The Minister said that first of all, he wanted to await the Justice letter and secondly, he felt that this was a matter he would like to discuss with the negotiator before jumping into anything.

3. Overlap Issue

I received a lecture from Mr. Delury about my "well-known views" on the subject and that keeping all the Crown land would not be at all appropriate. He acknowledged the Minister's point of view that it should be a matter to be resolved between the native groups. However, if the native groups are unable to resolve it, he assumed the Minister would become involved in order that a decision could be made. He pointed out that it would not be fair for COPE to be penalized by a group that is prone to making unwarranted allegations or claims to the Delta.

At that point the meeting ended.


G.N. Faulkner
Executive Director
Office of Native Claims

cc: Paul M. Tellier
Mary Gusella
Maurice Aked
Bob Gourdie

AREAS OF CONCERNS

YUKON NATIONAL WILDERNESS PARK

YUKON NATIONAL WILDERNESS PARK

a) National Wilderness Park

Section 12 of the COPE Agreement in Principle contemplates the establishment of a National Wilderness Park of not less than 5,000 square miles of traditional Inuvialuit lands in the northern Yukon where the Inuvialuit will be given certain exclusive harvesting rights. This section also provides that all people of native origin in the Yukon and NWT who can demonstrate traditional use within the proposed park area shall be guaranteed hunting, trapping and fishing rights in the Park. Further, should any of three designated coastal areas be withdrawn from the National Wilderness Park, the withdrawn land, to a total of 1,000 square miles, would become Inuvialuit lands in fee simple ownership. On July 6, 1978, the Federal Government announced the withdrawal of 15,000 square miles in the Northern Yukon as the initial step towards the creation of a National Wilderness Park.

The proposed National Wilderness Park in the northern Yukon has its origin in the 1970 Arctic International Wildlife Range Conference, and was prompted in part by the proposal for the establishment of a similar area in Alaska. In addition, Justice Thomas Berger recommended in his Report on the Mackenzie Valley Pipeline Inquiry that the entire northern area of the Yukon north of the Porcupine River be dedicated as a National Wilderness Park. This region includes critical wildlife habitat, archaeological and palaeontological sites of international significance, and spectacular geography.

The Inuvialuit demonstrated traditional use of the Yukon North Slope, and consequently claimed land in that area, but the Government could not accept this proposition, and it was therefore thought appropriate to protect the land in question by designating the area as subject to the creation of a National Wilderness Park in the COPE Agreement in Principle. It should be noted, however, that it is intended that the National Wilderness Park in the Yukon will be created through the normal methods and outside of the legislation giving effect to the COPE Agreement.

The Yukon Territorial Government has consistently expressed strong opposition to the Wilderness Park proposal as outlined in the COPE Agreement in Principle and asked that a territorial park be established as more appropriate in the context of constitutional devolution to that Territory. YTG is particularly concerned by a potential lack of access to the Beaufort Sea for non-renewable resources development. It also objects to what they consider would be non-resident ownership provided for in the COPE Agreement in Principle by the provision allowing Inuit fee simple ownership to land which is withdrawn from the Park.

b) National Wilderness Park Steering Committee

The National Wilderness Park Steering Committee was established pursuant to paragraph 12(4)(a) of the COPE Agreement in Principle as a body comprising representatives from all parties with an interest in the northern Yukon including the Territorial Government and which would only advise the Minister on the management functions of the Park. The Steering Committee issued an interim report on December 4, 1979.

The YTG has refused to appoint a representative to the National Wilderness Park Steering Committee which was established to develop a management regime for the proposed park. They have recently requested that both the Steering Committee and the Task Force on the range of the Porcupine Caribou Herd be disbanded immediately and replaced by a Yukon Territorial Task Force, comprising a cross section of Yukon interest groups, which would review and analyse all proposed potential use of land and resources in the northern Yukon.

YUKON GAME ORDINANCE

YUKON GAME ORDINANCE

COPE raised some concerns about the November 1979 amendments to the Game Ordinance. It claims that these amendments as well as administrative actions of the Yukon government are prejudicial to the rights that the Inuvialuit will receive pursuant to their claim -- settlement. Attached are a memorandum outlining the problem in detail and a Justice opinion dated April 24, 1980.

CONFIDENTIAL

OTTAWA, Ontario K1A 0H4
April 17, 1980.

Paul Tellier,
Deputy Minister.

Yukon Game Ordinance

Further to the Minister's undertakings at his meeting with COPE on March 31st, meetings between ONC, Justice, Yukon Territorial Government and COPE were arranged to discuss the Inuvialuit's concerns with respect to the actions taken by the Yukon government related to the Game Ordinance. The following is a summary of the discussions, legal factors to be considered, conclusions from the meeting and some perspectives for the resolution of the issue.

Summary of the meeting

COPE is claiming that the November 1979 amendments to the Yukon Game Ordinance are prejudicial to the rights that the Inuvialuit will receive pursuant to their claim settlement. They consider that the legislative and administrative actions of the Yukon government have made it unlawful, under the Yukon laws, for certain Inuvialuit to pursue some harvesting activities. Indeed, through the establishment of new residency criteria, amendment to s.44(1), strict interpretation of the definition of an Eskimo, and new directives respecting the enforcement of laws, the YTG has prevented a number of trappers from Aklavik and Inuvik from lawfully trapping in the Yukon as well as making it impossible for Inuvialuit to harvest polar bear without going through an outfitter and using a guide.

The general position taken by YTG is that there has been no change or at least no significant modification to the Game Ordinance itself, but that the government is now enforcing the law. YTG does not deny that a number of trappers are now being prevented from pursuing their activities in the Northern Yukon, nor are they denying that certain Inuvialuit, in particular children of mixed marriages where the father is non-Inuvialuit, cannot legally hunt for food in the Yukon. YTG maintains that it is ready to negotiate changes to the Ordinance, with COPE, if COPE agrees to make certain concessions with respect to s.12 of the Agreement in Principle providing for the establishment of a National Wilderness Park in the Northern Yukon.

Legal factors

A number of legal issues arise from the above and revolve around section 14(2)(c) of the Agreement in Principle which reads as follows:

"Between the date of this Agreement /October 31, 1978/ and that of the Final Agreement, government including the government of the Yukon Territory shall consult with COPE when proposing any legislative or administrative change with respect to the harvesting of wildlife, and shall endeavour to respect the views, positions and recommendations of COPE on any matter respecting the harvesting of wildlife by the Inuvialuit. Canada agrees that during this period the status quo will be maintained in respect of wildlife legislation and regulation to the extent necessary to ensure that the rights in respect of wildlife that the Inuvialuit will receive pursuant to the Settlement, in particular those referred to in subparagraphs 14(2)(c)(i) to (vi) [exclusive and preferential rights in Western Arctic Region] and subparagraphs 14(2)(g)(i) [rights under General Hunting Licence], 14(2)(i) [traditional methods of harvesting] and 14(2)(i)(i) [proposals to amend laws re harvesting methods] are not prejudiced."

On a previous occasion when a legal opinion was rendered relating to this section the words "the status quo will be maintained...to the extent necessary to ensure that the rights that the Inuvialuit will receive pursuant to Settlement are not prejudiced" were interpreted as a protection for future rights (to be received under Settlement). So for instance, any administrative or legislative change which has the effect of depleting the stock of a given species would prejudice those future rights but the ~~the~~ curtailment of current harvest levels would not conflict with 14(2)(c) unless some prejudice to future rights is involved.

COPE's interpretation of 14(2)(c) is that: there was not the required consultation (and the facts appear to bear them out on this), that the November 1979 amendment changing this period of residency from 6 months to 1 year is a legislative change and that the change in enforcement is an administrative change both of which prejudice the rights to be received under Settlement. The reasons stated for such prejudice are twofold 1) curtailment of harvesting in the North Yukon by the YTG will make it more difficult for the federal government to legislate the Final Agreement wherein this harvesting will be enacted as part of the rights granted under Settlement and 2) its in the spirit of the Agreement that the interim period is a time for enhancing Inuvialuit "rights", in order to build towards rights to be received under the Settlement.

Aside from the general question of the interpretation of the intent of 14(2)(c) in connection with this set of facts (on which Justice is currently preparing an opinion) there are several subsidiary questions to be resolved such as whether the November 1979 change in residency requirements constitutes a legislative change which conflicts with 14(2)(c), whether the change in enforcement constitutes an administrative change which conflicts with 14(2)(c) and whether the bases for the more stringent enforcement, namely YTG's interpretation of s.63-65 and s.23 of the Game Ordinance are legally sound.

In addition, a constitutional question looms in the background, although this is not a matter which falls directly into the ambit of 14(2)(c) because it did not arise after the signing of the Agreement in Principle. Simply stated the question is whether the Yukon Territorial Government has the legislative competence under the Yukon Act to define the word "Eskimo" (which it does in the interpretation section of the Yukon Game Ordinance). The definition adopted by YTG to this effect, in 1978, parallels the federal Indian Act, with the result that status and non-status Eskimos are distinguished in the same manner as status and non-status Indians.

Conclusions

It became evident at the end of our discussions with COPE and YTG that the changes to the Yukon Game Ordinance are not really the main cause of the problem and that the origin of the dispute is to be found in a different enforcement technique at the instruction of the YTG. Both sides generally agreed that returning to the old ordinance would not resolve the issue in itself.

The Yukon Territorial Government does not challenge the merit of COPE's position but is of the opinion that, given their strong opposition to the COPE Agreement in Principle, they cannot meet

the Inuvialuit demands without receiving concessions on the Wilderness Park in return. On the other hand, COPE is of the opinion that it has a solid legal case, especially on the harvesting of polar bear and is tempting YTG to prosecute. COPE wants the matter to be dealt with on its merits, and is adamantly against amending s.12 of the Agreement in Principle.

Pending a formal opinion from the Department of Justice on the effect of the amendments in relation to paragraph 14(2) (c) of the Agreement in Principle, it is difficult to conclude that the Minister should disallow the amendment. However, should the Minister decide that he should follow this course of action, it would not solve the problem. At this time, it appears that the positions adopted by both sides are irreconcilable, and that the Minister is being placed in an untenable position. He is faced with a choice between meeting Canada's obligations under 14(2) (c) or opening a major constitutional confrontation with the Yukon Territorial Government. Indeed, if the intent of the wording of s.14(2) (c) is what COPE alleges it to be it was just a matter of time before the YTG balked at having its legislative jurisdiction circumscribed in such a manner by a land claim agreement to which it was not a party and this may be only the first in a series of such confrontations. In fact YTG has stated that "it's not a question of 'if' but 'when' the confrontation occurs".

Perspectives for resolution of issue

Although COPE will urge the Minister to take a position on this matter as soon as possible, we would recommend that he await a formal Justice opinion (which should be available towards the end of next week) before considering what course of action to adopt. At the present time, the following are some options which could be considered:

- a) to disallow the November 1979 Yukon Game Ordinance Regulations as these affect Inuvialuit harvesting rights in the Yukon. Assuming that the Department of Justice renders an opinion to the effect that the said Regulations are in conflict with the Agreement in Principle, the intent of the Agreement would require the Minister to adopt this course of action. It should be noted, however, that in disallowing the Regulations, the Minister will not resolve the problem which confronts the Inuvialuit who want to harvest in the northern Yukon. As well, very strong opposition from YTG can be expected in this situation.

- b) to amend the Yukon Act with a view to guaranteeing Inuvialuit harvesting rights in the northern Yukon. This can be done in widening the definition of Eskimo in the Yukon Act and also in limiting the jurisdictional power of YTG with respect to Inuvialuit hunting and trapping in the Yukon. This option would have the advantage, unlike the preceding one, of enabling the Inuvialuit to pursue their traditional activities in the Yukon. It would require, however, an act of Parliament to be passed in the face of considerable objection from YTG.
- c) to make efforts to convince YTG and COPE to negotiate an amicable resolution of their differences. Such negotiations would require YTG to volunteer amendments to their Game Ordinance, and on the part of COPE, to allow for certain amendments to s.12 of the Agreement in Principle. While this option is no doubt attractive, it is unlikely that COPE will agree to amend s.12 of the Agreement considering that they would rather risk prosecution in the interim period before federal settlement legislation is enacted.
- d) to maintain the status quo. This option would mean that the Minister does not disallow the Ordinance, having received assurances from the YTG that the enforcement of the Game Ordinance be of the same order as before October 31, 1978. It is questionable if such a commitment by YTG can be obtained, given their strong opposition to the Agreement in Principle and their intention to use this issue as a lever against it.

ORIGINAL SIGNED BY
Neil Faulkner
A SIGNÉ L'ORIGINAL

G.N. Faulkner,
Executive Director,
Office of Native Claims.

c.c. Minister



Ottawa, Canada
K1A 0H8

April 24th, 1980

Mary Gusella,
Senior Negotiator,
Western Arctic,
Office of Native Claims,
Department of Indian Affairs &
Northern Development,
20th Floor,
Les Terrasses de la Chaudiere,
10 Wellington Street,
HULL, Quebec,
K1A 0H4

Dear Ms. Gusella:

RE: COPE - AGREEMENT IN PRINCIPLE - SECTION 14(2)(c)

This will acknowledge your letter of April 18th, together with copy of a Memorandum from Mr. Faulkner to Mr. Tellier dated April 17th, concerning objections taken by COPE to amendments to the Yukon Game Ordinance. You ask for my opinion on the matters raised under "Legal Factors" in that Memorandum.

The first issue has to do with paragraph 14(2)(c) of the Agreement in Principle and the interpretation placed upon it by COPE. I think it can be agreed that there have been some legislative changes affecting harvesting of wildlife in the Yukon Territory and some changes in the way in which existing law is applied. Paragraph 14(2)(c) provides that between the date of the Agreement in Principle and the Final Agreement, government, including the Government of the Yukon Territory -

1. Shall consult with COPE when proposing any legislative or administrative change with respect to the harvesting of wildlife; and
2. Shall endeavour to respect the views, positions and recommendations of COPE on any matter respecting the harvesting of wildlife by the Inuvialuit.

It is my understanding that the first provision was not observed by the Y.T.G. In the absence of such consultation I can only assume that the second provision was not addressed. Meanwhile, it is my understanding that a complete new revision of the Game Ordinance is now under way.

Canada also agreed that "the status quo will be maintained in respect of wildlife legislation and regulation to the extent necessary to ensure that the rights in respect of wildlife that the Inuvialuit will receive pursuant to the settlement -- are not prejudiced". The rights to be received by the Inuvialuit

pursuant to the settlement are the exclusive right to harvest furbearers, polar bear and musk ox and a preferential right to harvest all other species for subsistence usage subject to the rights of other native people that can show traditional use in the North Yukon. The Memorandum to Mr. Tellier refers to a previous legal opinion rendered relating to this Section which I take it would be my letter to you of September 14th, 1979, concerning the moratorium on bowhead whale hunting. I confirm what was said in that letter and I agree with the interpretation expressed in the last paragraph on page 2 of the Memorandum. It would appear, however, that under the present Game Ordinance and its administration and perhaps under the letter although not the application of the former Game Ordinance before the Amendments the Inuvialuit may not engage in certain trapping and hunting activities which they were permitted to engage in prior to the changes, and which are among those to be assured to them under the Final Settlement. As Mr. Faulkner points out on page 3 of the Memorandum COPE sees prejudice to their future rights because the legislative position of the Y.T.G. will make it difficult politically for the Federal Government to legislate the Final Settlement in opposition to the wishes of Y.T.G. and because the spirit of the Agreement is directed towards extending Inuvialuit rights in the direction of those to be assured under the Final Settlement, whereas the present situation represents a retrogressive step. Both of these reasons may be true as factual statements but I would not regard them as necessarily prejudicial to the rights the Inuvialuit are to receive under the Final Settlement. And it is only to the extent that such future rights are prejudiced by proposed changes that the status quo is to be maintained. I do not believe that paragraph 14(2)(c) was intended to provide a veto to COPE against any change in the absence of their agreement to such change. COPE's first point is one that can be overcome by the Federal Government through Federal legislation if necessary, which, under the Agreement in Principle, will take precedence over Territorial Legislation. COPE's second point is essentially a philosophical one but which in my view does not argue persuasively that rights to be received will be prejudiced.

Aside from this general question of the interpretation of paragraph 14(2)(c) the Memorandum refers to three subsidiary questions as follows:

- (a) Whether the November 1979 change in residency requirements constitutes a legislative change which conflicts with 14(2)(c);
- (b) Whether the change in enforcement constitutes an administrative change which conflicts with 14(2)(c);
- (c) Whether the bases for the more stringent enforcement namely Y.T.G.'s interpretation of Sections 63 to 65 and Section 23 of the Game Ordinance are legally sound.

I think the answer to questions (a) and (b) is the same as the answer which I have suggested in response to COPE's general proposition that the legislative and administrative changes constitute an infraction of paragraph 14(2)(c). I might note in passing, however, that COPE does not, as I understand it, seem to attach much importance to the change in the definition of "resident" in the Game Ordinance.

The question posed by (c) above however relates more directly to the nature of the change brought about by substituting a Trapper's Licence and Yukon Hunting Licence for the old General Hunting Licence under Section 44 of the Game Ordinance. As a result of our discussions with members of COPE and the Y.T.G. the following is my understanding of the situation - :

Prior to the changes in the Game Ordinance the General Hunting Licence was issued to Inuvialuit of the Northwest Territories although they may not have met residence and other requirements of the General Hunting Licence under Section 44 and although they were not members of a Group Trapping Area. Nevertheless, under this General Hunting Licence they did trap in the Yukon on unoccupied Crown lands. There was some question as to the extent of this activity and whether it was with the knowledge and consent of the Yukon Territorial Government, however, this, I understand, is to be explored. At some point prior to the change in the Game Ordinance, probably about July 1979, there was a directive issued by the Yukon Territory Game Branch to its licencing agents instructing them to issue General Hunting Licences to registered trapline holders only including group trapping areas. Be that as it may, as I understand it, Y.T.G. concedes that a person from the Northwest Territories who hunted fur bearing animals under a General Hunting Licence for three years previous to his application for a Trapper's Licence would now qualify for such a licence as a person who, although he did not reside in the Territory "has for three years immediately preceding the coming into force of this Ordinance lawfully hunted fur bearing animals in the Territory". (Sub-paragraph 44(1)(a)(ii) of the Ordinance) While there was some discussion in the course of our meetings as to whether, if the General Hunting Licence should not have been issued, the holder could be said to be "lawfully hunting" I do not believe that this was a position seriously or firmly taken by the Y.T.G. The main position taken by the Y.T.G. at present is that Sections 63 to 65 of the Game Ordinance require the holder of a Trapper's Licence also to have a Certificate of Registration for a Registered Trapping Area or be a member of a Group Trapping Area in order to exercise trapping rights under the licence. Y.T.G. also takes the position that this was a requirement that attached to trapping under a General Hunting Licence as well although it may not have been enforced. It seems to me, however, that Sections 63 to 65 of the Game Ordinance do no more than provide that an individual or members of a group can be granted exclusive trapping rights within particular areas to which they are confined for trapping purposes unless they have permission to trap elsewhere. I am aware of nothing in the Territorial Game Ordinance which prohibits the holder of a Trapper's Licence from trapping on unoccupied Crown lands if he does not also hold exclusive trapping rights in some particular area. It should be noted, however, that the power to issue a Trapper's Licence under subsection 44(1) is permissive as was the power to issue a General Hunting Licence and under paragraph 89(1)(b) the Commissioner may "cancel, suspend or refuse to issue or renew any licence or certificate of registration for any cause that to him seems sufficient".

Section 23 of the Game Ordinance which requires non-resident hunters to retain a guide and outfitter comes to bear upon the hunting activities of the Inuvialuit in the North Yukon. The Inuvialuit from the Northwest Territories hunted in the Yukon under their General Hunting Licences although as "Eskimos" they would not

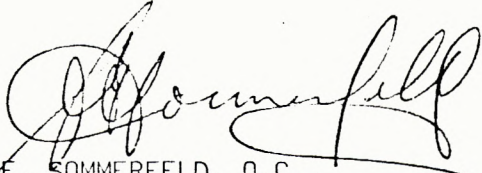
have needed a licence to hunt for food by virtue of subsection 17(3) of the Yukon Act and this seems to have been conceded by Y.T.G. In the course of the meetings Territorial officials stated that Eskimos and Indians did not need a licence to hunt for food but if they felt more "comfortable" with a licence they were issued one free of charge in accordance with the regulations. To the extent that the Inuvialuit were not hunting for food, as may be the case with polar bear, they would have been subject, as non-residents, to Section 23 and required to engage a guide and outfitter. It is not clear to what extent there was commercial hunting under the General Hunting Licence by the Inuvialuit. The Y.T.G. says that there were only two "nuisance" polar bears killed since 1975. Be that as it may the Inuvialuit do seem to have hunted without hindrance in the North Yukon under General Hunting Licences. Under the Yukon Hunting Licence, as non-residents, they must have a guide and outfitter and pay a \$75.00 fee if they are not hunting for food as is said to be the case with polar bear. Hence, the Y.T.G. has refused to issue tags for polar bears although the Inuvialuit do hold Yukon Hunting Licences. Although the Y.T.G. claims that hunting polar bear is not hunting for food they also take the position that an Inuvialuit is not entitled to hunt for food in the North Yukon if he does not meet the definition of Eskimo in the Game Ordinance. It is not entirely clear whether any issue has arisen directly concerning the right of an Inuvialuit from the Northwest Territories to hunt for food in the Yukon. If, as the Y.T.G. contends they do not really need a licence to hunt for food then whether or not they have a licence would seem to be of little significance. The issue could arise if an Inuvialuit who is hunting for food in the North Yukon is charged because it is alleged that he is not an Eskimo within the meaning of the Game Ordinance and hence requires a licence which he does not possess. If he is hunting for polar bear there could also be a question as to whether or not he is hunting for food.

This in turn raises the "constitutional question" referred to in the third paragraph on page 3 of Mr. Faulkner's Memorandum. While in my view it is doubtful that the Commissioner-in-Council would have the power to define in its Game Ordinance the meaning of the word "Eskimo" as used in Section 17(3) of the Yukon Act, this does not seem to have occurred. Section 2(1) of the Game Ordinance provides that "in this Ordinance" - - "Eskimo" includes - - ". While it would, therefore, govern the meaning of the word "Eskimo" as used in the Ordinance, it would not have any application to the meaning of the word as used in subsection 17(3) of the Yukon Act. The Game Ordinance does not purport to deal with the rights of Indians and Eskimos to hunt for food on unoccupied Crown land. One might also note that Section 2 of the Game Ordinance, in defining the terms used therein, utilizes the word "means" in framing the definitions in all cases except the definition of Eskimo. "Eskimo", however, "includes" the categories of persons listed therein. It is also significant that the definition of Indian uses both "means" and "includes". Generally, in a definition, the word "includes" is held to be used extensively to embrace such things as the word signifies according to its natural import as well as those things which the interpretation clause declares shall be included. "Means", on the other hand, is generally held to restrict the word to the matters specified in the definition.

Where both terms are used in the definition section, as is the case here, I think it is at least arguable that "includes" in relation to Eskimos does not restrict the meaning to the classes of persons named therein.

If I can be of any further assistance, please let me know.

Yours very truly,

A handwritten signature in cursive script, appearing to read 'S.F. Sommerfeld', written in dark ink.

S.F. SOMMERFELD, Q.C.,
Senior Counsel, INDIAN CLAIMS POLICY.

LAND SELECTION AND OVERLAPPING CLAIMS

LAND SELECTION AND OVERLAPPING CLAIMS

The Agreement in Principle provides for Inuvialuit ownership of 37,000 square miles of land in the Western Arctic Region. Of these lands, 15,100 square miles were selected and agreed to before the signing of the Agreement in Principle in October 1978. In addition, the Agreement committed the government to endeavour to reach agreement on the remaining 21,900 square miles of land within two months of the date on which COPE submitted their proposed selections. COPE subsequently submitted their selections on March 16, 1979 and after extensive negotiation, agreement was reached on approximately 18,281 square miles on May 18, 1979.

In the course of these negotiations, the government has been informed by other native groups that they have competing interests in the Mackenzie Delta (which COPE has proposed for selection in its entirety) and the Coppermine area. Decisions concerning the proposals of the Inuvialuit on the remaining 3,500 square miles were deferred pending further negotiation and Ministerial decision. The government was also hesitant to allow for such selection given the strategic importance of lands in the Delta and federal and territorial concerns with respect to public access and transportation. The Departments of Transport, Fisheries and Environment raised serious concerns in that regard. It should be noted that COPE has already selected 1,400 sq. miles of 7(1)(a) lands in or adjacent to the Delta. These community lands surround Aklavik and Inuvik.

On May 19, 1979, the Department announced the proposed establishment of a fact-finding process which was felt to be the most effective way of leading to a fair resolution of the competing interests in determining the precise nature and degree of past and current land use and occupancy. The impartial fact-finder would obtain evidence from native individuals and communities and compile factual data regarding the precise nature and degree of land use in the areas under dispute. It should be noted that the fact finder exercise should not be seen as a panacea. Indeed, the fact finder might well conclude that the Delta area was used by both groups; this may lead the Minister to exclude the Delta from selection on the basis of dual use and also for public policy interest purposes as mentioned above.

ACCESS TO INUVIALUIT LANDS

ACCESS TO INUVIALUIT LANDS

During the negotiations which led to the Agreement in Principle, concerns were raised on the question of Government and public access to Inuvialuit land. It was generally understood that provisions for such access would be discussed in the Final Agreement.

There is a need to develop in the Final Agreement mechanisms to guarantee reasonable public access on and across Inuvialuit land as well as general government access for the purpose of management and research. The Agreement in Principle does not contain sufficient provisions for these purposes. The negotiator will have to develop in conjunction with COPE a regime by which the general public won't be denied adequate access to and across Inuvialuit land and by which the government will not be prevented from gaining access for management, research and general governmental purposes.

MUNICIPAL ISSUES

MUNICIPAL ISSUES

The Agreement in Principle does not deal as such with the question of municipal jurisdiction and municipal powers. Indeed, the Agreement does not contain any specific provision dealing with a restructuring of the municipalities of the Western Arctic Region. The Northwest Territories Association of Municipalities (and in particular the communities of Tuktoyaktuk and Inuvik) however, has expressed some concern as to the effects that the COPE Agreement in Principle will have upon: their jurisdictional boundaries, their power of taxation, their access to sand, gravel and water supplies.

Concern was expressed that the community site boundaries did not provide for expansion and that the presence of a private land owner holding large tracts of land surrounding the municipality will infringe upon its jurisdiction. The presence of a major private land-holder adjacent to communities, subsequent to the Settlement Legislation, should not affect municipal jurisdiction over lands within municipal boundaries. These boundaries may be expanded in accordance with the laws of general application, in which case, municipal jurisdiction could be extended to areas not presently covered.

In addition, while taxation of unimproved Inuvialuit land is not permitted under the provisions of the Agreement in Principle, this prohibition will not extend to buildings on Inuvialuit lands, and consequently a potential revenue source for municipalities exists even with the presence of adjacent private lands.

Finally, respecting availability of sand and gravel outside of Inuvialuit lands, at the time of the signing of the Agreement in Principle the only two communities for which there was some concern about an appropriate supply of these materials were Inuvik and Tuktoyaktuk. Paragraph 7(2)(d) of the Agreement makes provision for adequate sand and gravel to be supplied to these communities to meet community and municipal needs.

INTERNATIONAL MIGRATORY CARIBOU CONVENTION

INTERNATIONAL MIGRATORY CARIBOU CONVENTION

Canada and the United States as the two parties to the agreement, are currently involved in drafting an International Migratory Caribou Convention. While details have still to be worked out, it appears that there would be a six-person commission making binding recommendations on take but not on habitat which would continue to be a matter internal to each country. The Commission would have three on each side. The Canadian representation has not been decided. It appears, however, that for a number of reasons External Affairs would prefer not to have native representation on the international negotiating committee. The Department of Environment is presently engaged in extensive consultation with the natives and territorial governments for the purpose of developing the Canadian position.

COPE may raise some concerns with respect to the International Migratory Caribou Convention such as: a) representation on the international negotiating committee, b) general dissatisfaction with the lack of protection for habitat, c) the convention not to supersede future claims settlements, d) native priority for subsistence use, and e) a satisfactory implementation agreement before the Convention is signed.

The Honourable J. Munro has recently written to the Minister of Environment reminding him of the importance of respecting the letter and the spirit of the Agreement in Principle and to not compromise the harvesting rights to be received by the natives pursuant to the claims settlement.

FISHERIES ISSUES

FISHERIES ISSUES

In 1978, COPE agreed to a voluntary one-year moratorium for conservation purposes on the hunting of bowhead whales. COPE declined the extension of the moratorium for the present year and the Department of Fisheries recommended the adoption of new regulations to the Governor in Council providing for the protection of the bowhead whale. COPE has stated that the adoption of the Order in Council pursuant to the Whaling Convention Act made on September 6, 1979 is an erosion of their rights and a breach of their Agreement with Canada. The Department of Justice has advised that the adoption of the new whaling regulations does not conflict with paragraph 14(2)(c) of the Inuvialuit Land Rights Settlement Agreement in Principle as the Order-in-Council was adopted to protect an endangered species. COPE may also raise other concerns related to the general attitude of the Department of Fisheries which has often been characterized as negative.

COPE has recently stated that it would agree to a moratorium on Bowhead Whales hunt if the Department of Fisheries agrees to rescind the Order-in-Council of September 1979.

PRESS RELEASES

COPE AND GOVERNMENT NEGOTIATORS REACHED AGREEMENT ON
WILDLIFE COMPONENT, DECEMBER 7, 1977

1-7777

FOR IMMEDIATE RELEASE

COPE CLAIM: COPE AND GOVERNMENT NEGOTIATORS REACH AGREEMENT ON
WILDLIFE COMPONENT

(Ottawa, December 7, 1977) — The Committee for Original Peoples' Entitlement (COPE) and Government officials have been negotiating with respect to a settlement of the Inuvialuit land claim in the Western Arctic since the presentation of the "Inuvialuit Nunangat" proposal on May 13, 1977. Discussions have been continuing on all aspects of the claim. The discussions have now resulted in a joint position paper on a very important subject, "Wildlife".

Attached is the Working Group's Joint Position Paper on Wildlife.

December 2, 1977

COPE-GOVERNMENT WORKING GROUP

JOINT POSITION PAPER ON WILDLIFE

This joint position paper sets out those areas relating to the wildlife component of the land claim of the Committee for Original Peoples Entitlement, where agreement has been reached between COPE's representatives, officials of the Department of Indian and Northern Affairs, the Department of Fisheries and Environment, the Department of Justice and officials of the Government of the Northwest Territories. This paper has not been approved by ministers, the Government of the Northwest Territories nor by the Inuvialuit communities. This joint position paper is made without prejudice to the Government of Canada and the Committee for Original Peoples Entitlement.

1. Principles

It is agreed that:

- a) a basic goal of the settlement is to protect and preserve the Arctic wildlife, environment and biological productivity, through the application of good conservation principles and practices.
- b) in order to achieve effective protection of ecosystems in the Western Arctic Region, the settlement should ensure an integrated result of wildlife management and land management, to be attained through various means, including the coordination of legislative authorities.
- c) the final agreement should ensure that critical wildlife habitat is protected.
- d) one of the means to protect and preserve the Arctic wildlife,

December 2, 1977

environment and biological productivity is to ensure the effective integration of the Inuvialuit into all structures, functions and decisions pertaining to wildlife management and land management in the Western Arctic Region.

- e) the relevant knowledge and experience of both the Inuvialuit and the scientific communities should be employed in order to achieve conservation.

2. Harvesting Rights

- (a) It is agreed that the final agreement shall provide the Inuvialuit with certain harvesting rights. These rights shall include:
 - i) the exclusive right to harvest game on Inuvialuit lands, and if agreed upon, other areas;
 - ii) the exclusive right to harvest furbearers, including black and grizzly bears, throughout the Western Arctic Region;
 - iii) the exclusive right to harvest polar bear and musk-ox throughout the Western Arctic Region;
 - iv) the preferential right to harvest all other species of wildlife (except migratory non-game and insectivorous birds) for subsistence purposes, throughout the Western Arctic Region; and

December 2, 1977

- v) access for any allowed harvest for commercial purposes within the Western Arctic Region to any species in sub-paragraph 2(a) iv), by means of a restricted entry system to be set out in the agreement in principle.

- (b) It is recognized that certain interim measures such as mandatory consultation between government and the Inuvialuit may be necessary to guarantee that the rights cited above will be protected pending a final agreement.

- (c) It is recognized that Canada may through settlements of native claims based on traditional use and occupancy, extend to other native peoples harvesting rights to certain species in the Western Arctic Region, but any such rights extended shall be limited to species and areas traditionally used by such peoples.

- (d) It is agreed that the rights of non-Inuvialuit individuals holding existing General Hunting Licences or operating existing registered traplines will not be affected by the final agreement.

- (e) Nothing in the final agreement shall prevent any person from taking wildlife to utilize for survival during an emergency situation.

- (f) Because Canada recognizes that the Inuvialuit have a traditional and continuing use of lands in the Yukon north slope, coast and offshore, Canada will seek an extension of the rights

December 2, 1977

referred to in 2(a) to these areas. In doing this, there will be consultation with other interested parties, including the Government of the Yukon Territory. In the interim, Canada will do its best to protect existing Inuvialuit rights and traditional and continuing use of such lands. Canada will endeavour to resolve this issue as soon as possible and, in any event, by the time of an agreement in principle on the COPE claim.

- (g) The right to harvest shall include the present and traditional methods of harvesting; provided, however, such methods shall be subject to the laws of general application.

Exceptions to laws related to methods of harvesting may be made by agreement. These exceptions shall be consistent with such considerations as:

- the protection of wildlife populations;
- public safety;
- provisions of international agreements and the Fisheries Act;
- the principle of efficient utilization of the harvest; and
- the protection of the environment.

3. Management Processes

It is agreed that:

- (a) The exercising of the harvesting rights set forth herein shall be subject to laws pertaining to public safety and conservation.

December 2, 1977

- (b) The agreement in principle shall contain definitions of "subsistence usage" for various species which shall include among other things provisions for intersettlement trade and barter (subject to international conventions). These definitions may be modified from time to time by mutual consent.
- (c) For purposes of management, and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas shall be jointly established by the Inuvialuit and the governments concerned for each species or species group of subsistence value, recognizing that government reserves its power to regulate.
- (d) Recognizing the present restrictions of the Migratory Birds Convention Act, Canada shall undertake to explore means for permitting the Inuvialuit to hunt migratory game birds in the spring.
- (e) Canada shall undertake to endeavour to obtain changes to other international conventions and arrangements and to explore other alternatives, to achieve greater flexibility in the use of wildlife resources by the Inuvialuit.
- (f) The final agreement shall contain provisions incorporating the concept of compensation to the Inuvialuit for loss of wildlife harvesting potential caused by development on lands in the Western Arctic Region, with methods of determining responsibility

December 2, 1977

and assigning liability for such damage, and the degree and nature of compensation to be mutually agreed upon.

Where the agreement of consent concept applies, compensation provisions for loss of wildlife harvesting potential shall, if applicable, be included in the agreement of consent.

- (g) The final agreement shall contain provisions to ensure an integrated result of wildlife management and habitat management with respect to migratory species within the Yukon Territory, the Northwest Territories and the adjacent offshore. In respect of migratory species which cross international boundaries (e.g. Porcupine caribou herd), Canada shall endeavour to include the countries concerned in cooperative management agreements and arrangements designed to maintain acceptable populations in all jurisdictions affected (including safe harvesting levels within each jurisdiction and the distribution of quotas between jurisdictions). Canada shall endeavour to have within such agreements, provisions respecting joint research objectives and related matters respecting the control of access to populations.

The principle of caribou herd management as generally expressed in the Inuvialuit proposal is accepted, and to that end Canada shall endeavour to work out agreements with all jurisdictions whose land supports the herds and whose people traditionally harvest the caribou for subsistence.

December 2, 1977

4. Structures

It is agreed that:

- (a) The following structures shall be established:
 - i) a Land Use Planning and Management Commission;
 - ii) a Game Council;
 - iii) local Hunters and Trappers Committees; and
 - iv) a Natural Resources Research Board.

- (b) Certain powers shall be delegated to these structures in order to achieve the goals of the proposal and the principles expressed in this paper. However, at this time, the role of the structures must be advisory, excepting certain subsidiary, delegated functions such as the sub-allocation of subsistence quotas. These roles shall be expressed in the final agreement and shall include:
 - i) provisions requiring mandatory consultation;
 - ii) the right to make recommendations prior to the passing of new legislation; and
 - iii) other powers such as the holding of public hearings in the Western Arctic Region on any matters affecting the usage of wildlife.

- (c) The list in sub-paragraph 4(b) above shall not preclude the delegation of further powers resulting from the findings and recommendations of the Special Government Representative for Constitutional Development in the Northwest Territories (the Drury Commission).

- (d) The Land Use Planning and Management Commission and the Natural Resources Research Board shall comprise representatives appointed by the Inuvialuit and the appropriate governmental authorities.

- (e) The Game Council and the Local Hunters and Trappers Committees shall comprise representatives of the Inuvialuit.

- (f) The relationships between the Natural Resources Research Board, the Game Council, the Hunters and Trappers Committees and the Land Use Planning and Management Commission shall be determined through negotiations and set out in the final agreement. The objective is to ensure legislation, policies, programs and measures that protect wildlife harvesting potential and biological productivity in the Western Arctic Region.

Ref: Marion C. Brown
Office of Native Claims
(613) 593-5733

BASIC AGREEMENT REACHED ON COPE CLAIM WITH PUBLICATIONS ON
JOINT COPE-GOVERNMENT POSITION PAPER, JULY 14, 1978



1-7823

Hold For Release
10:00 a.m. July 14, 1978

BASIC AGREEMENT REACHED ON COPE CLAIM WITH PUBLICATION OF
JOINT COPE-GOVERNMENT POSITION PAPER

(Ottawa, July 14, 1978) --- Indian and Northern Affairs Minister J. Hugh Faulkner and Sam Raddi, President of the Committee for Original Peoples' Entitlement (COPE), today made public a Joint Position Paper containing the elements for settlement of the COPE land rights claim. It is expected that an Agreement in Principle based on the Joint Position Paper will be signed in the near future.

The COPE claim was submitted to the Government on behalf of the Inuvialuit (the Inuit of the Western Arctic) on May 13, 1977. The 106-page Joint Position Paper, the result of months of intensive negotiations between the two parties, will continue to be examined and discussed in the Inuvialuit communities prior to a vote approving its contents.

The Position Paper proposes that the settlement provide the Inuvialuit with special wildlife harvesting rights and effective participation in decisions relating to wildlife conservation throughout the Western Arctic Region; ownership of 95,830 km.² (37,000 sq. mi.) of land, 12,950 km.² (5,000 sq. mi.) of which would include subsurface; a land management regime with significant Inuvialuit participation including the establishment of a land use planning commission for the Western Arctic Region; financial compensation with a present value of \$45 million; general economic measures pertaining to Inuvialuit businesses and specific program support for individual projects, and a social development program to develop Inuvialuit-designed solutions to their social problems.

There are approximately 2,500 Inuvialuit in the Western Arctic, living mainly in the settlements of Sachs Harbour, Holman Island, Paulatuk, Tuktoyaktuk, Inuvik and Aklavik. Following the presentation of their claim, a series of meetings was held between COPE and federal officials to clarify particular elements of the proposal. Detailed negotiations on the wildlife element of the claim began in November 1977; an agreement was reached and the terms made public early in December. Negotiations continued in a Joint Working Group, composed of COPE representatives and a team of government officials headed by Dr. J.K. Naysmith, the Federal Government's Special Claims Representative for the Western Arctic. The Group reached agreement by the end of May 1978 on the remaining issues which include lands, financial compensation, economic measures, a social development program and a land management regime. The Joint Position Paper, which incorporates the agreements reached on all of these issues, was approved by Cabinet earlier this month.

"I regard the Joint Position Paper as a very important landmark in the Federal Government's efforts to reach settlement of the northern native claims, and an affirmation of the Government's continuing commitment to deal with native claims on the basis of its stated policy", Mr. Faulkner said.

"The Joint Position Paper represents the first agreement to be reached on any of the native claims in the two northern territories since the federal policy was announced" Mr. Faulkner stated. "The goals of the COPE claim settlement, as agreed upon in the Joint Position Paper, are to preserve Inuvialuit cultural

identity and values within a changing northern society; to enable Inuvialuit to be equal and meaningful participants in the northern and national economy and society; to provide specific rights, benefits, and compensation to the Inuvialuit in exchange for any Inuvialuit land rights that now exist; and to protect and preserve the arctic wildlife, environment, and biological productivity. The Position Paper reflects the success of both parties in finding ways to attain those goals.

"The underlying philosophy of this Joint Position Paper is to provide various means for ensuring that the Inuvialuit become effective participants in the larger Western Arctic community. The various elements of the proposal are designed in a way which will facilitate the integration of the Inuvialuit into the economy of the North, while ensuring the maintenance of their distinctive cultural and social heritage", Mr. Faulkner said.

"This Position Paper has been designed to meet the particular needs and aspirations of the Inuvialuit. It should be recognized, however, that there may be variations in claims put forward by other native groups because of differing needs and aspirations. The Government is committed to responding to each claim in a manner which reflects these differences while ensuring that there is a broad equity between settlements.

"Mr. Raddi and I have been following these negotiations as they have developed, and we believe we now have a firm foundation for a fair and equitable settlement of the claim", Mr. Faulkner concluded. "I hope that the spirit and dedication which have characterized these negotiations and made this agreement possible will prevail during the course of claims negotiations with other northern native groups".

WESTERN ARCTIC REGION



Summary of Joint Position Paper on the Inuvialuit Land Rights Claim, dated May 29, 1978, prepared by the COPE/Government Working Group.

Background

In May 1977, COPE (The Committee for Original Peoples' Entitlement) representing 2,500 Inuvialuit in the Western Arctic Region, presented their land rights claim, entitled Inuvialuit Nunangat. Following a series of clarification meetings government officials presented an initial response to the COPE proposal. Except for the subject of wildlife and hunting rights, where there was some common ground, the remainder of the government's response was not satisfactory to COPE. To avoid a breakdown in the discussions, a Working Group, comprising representatives of COPE and the Government, was formed to seek agreement on the wildlife section of the claim. On December 7, 1977 a Joint Position on wildlife was publicly announced. The Working Group next addressed the major elements of land and financial compensation. On May 29, 1978 the Working Group completed the 106 - page Joint Position Paper comprising 14 sections which will form the basis of an agreement between the Government of Canada and the Inuvialuit of the Western Arctic.

Goals of the Settlement

The Joint Position Paper states that the four basic goals of the Inuvialuit land rights settlement are: to preserve the culture and values of the Inuvialuit within a changing northern society; to enable them to be equal and meaningful participants in both the northern and national economy and society; to provide them with specific rights, benefits and compensation in exchange for any land rights now existing; and to protect and preserve the Arctic wildlife, environment and biological productivity. The Final Agreement will not prejudice the rights of the Inuvialuit as Canadian citizens and they shall continue to be entitled to all the rights and benefits received by all other citizens, including Federal and Territorial programs.

The rights and benefits which the Inuvialuit will receive as a result of the Settlement will include lands, financial compensation, wildlife harvesting rights, participation in land use and wildlife management, and economic and social development measures.

Eligibility

Beneficiaries of the Settlement must be:

- (1) Canadian citizens at the date of the Final Agreement;
- (2) of Inuvialuit ancestry;

- (3) born or resident in the Western Arctic Region or Inuvik for at least ten years.

A person may also be eligible if he or she:

- (4) has Inuvialuit ancestry and is accepted by an Inuvialuit community corporation as a member; or
- (5) is an adopted child of a beneficiary.

Descendants of beneficiaries are also eligible to participate in the Settlement. The Inuvialuit will have primary responsibility for deciding who will be beneficiaries. However a person enrolled in any other claims settlement in Canada cannot benefit from the Inuvialuit Settlement.

There are approximately 2,500 Inuvialuit in the Western Arctic living in the six settlements of Sachs Harbour, Holman Island, Paulatuk, Tuktoyaktuk, Inuvik and Aklavik.

Enrolment

There will be Enrolment Committees in each Inuvialuit community which will prepare a list of potential beneficiaries. An Enrolment Authority comprising two representatives from COPE, and one from the Federal Government will enroll the beneficiaries. The Enrolment Authority will publish an official enrolment list three months after the Settlement Legislation comes into force. There will be an appeal process to resolve disputes.

Inuvialuit Corporations

Inuvialuit corporations will be created to receive and manage the Settlement benefits. These will consist of an Inuvialuit Investment Corporation; an Inuvialuit Development Corporation; and an Inuvialuit Land Corporation (holding title to lands). In addition, each Inuvialuit community will have a community corporation. The Inuvialuit communities will control the above corporations. There will be restrictions on spending to protect the financial compensation for the benefit of future Inuvialuit. All Inuvialuit 18 years and over will receive non-transferable shares and will share equally in the benefits of the Settlement.

Lands

From within the 168,000 square mile area traditionally used by the Inuvialuit they would receive title to certain lands. The Settlement would provide each of the six Inuvialuit communities with 700 square miles of land adjacent to their boundaries (3(1)(a) lands). The Inuvialuit, through their Land Corporation, get fee simple title to these lands but title would be subject to existing alienations, which means that although the Inuvialuit own the land, they must honour existing rights, such as leases. The Inuvialuit would own the subsurface (i.e. minerals, oil and gas) and would receive the proceeds from any development. These lands would be selected by the date of the Agreement in Principle. These blocks of land

shall not include the community sites, the size of which will vary from one to three square miles, for the communities of the Western Arctic Region. The Inuvialuit would also receive fee simple title including subsurface minerals, oil and gas, to 800 square miles of Cape Bathurst. The Government would terminate most of the existing alienations in this area.

The Inuvialuit would also receive title to 32,000 square miles excluding oil, gas and minerals. On these lands (known as 3(1)(b) lands) access for development of the subsurface resources is guaranteed. The Inuvialuit would however have the right to negotiate "participation agreements" with the developers which, in addition to rents for the use of the surface could also include special arrangements, e.g. for training and employment. On 3(1)(b) lands in the Husky Lakes area the Inuvialuit would participate in setting acceptable environmental standards for development and would be consulted when the Government was considering the issuance of new oil and gas permits on Crown reserves.

Water

On 3(1)(a) lands, the Inuvialuit would receive ownership to the beds of all lakes, rivers and water bodies, subject to a 100 foot access strip around the seacoast and shorelines of navigable waters for travel, recreation and emergency purposes. The Inuvialuit would not however receive exclusive rights to harvest fish. On 3(1)(b) lands, there would also be a 100 foot access strip for general public purposes. In addition

the Government shall negotiate a public right of access across 3(1)(b) lands to certain lakes and rivers for sport fishing. In all cases, the Crown would own the water and have the right to control the water and water beds in order to manage fish, for carrying out any work needed for transportation and navigation purposes and for the protection of community water supplies.

Public Dedication

The Joint Position Paper provides that not less than 5,000 square miles of the Yukon North Slope be set aside as a National Wilderness Park, for the purpose of wildlife protection and wilderness conservation and recommends that the Government consider dedicating the entire area north of the Porcupine River, in the Yukon, as a National Wilderness Park. (The initial step toward fulfilling these undertakings was taken on July 6, 1978 when the Honourable J. Hugh Faulkner, Minister of Indian Affairs and Northern Development announced the withdrawal of the latter area from new development).

People of native origin who can demonstrate traditional use of this area shall be guaranteed hunting, fishing and trapping rights in the Park to the extent of their traditional use. The Inuvialuit would also be allowed to establish small settlements at certain traditional coastal locations within the park, and be guaranteed certain economic opportunities pertaining to park activities. A National Wilderness Park Steering Committee, consisting of

representatives from the Inuvialuit, and Federal and Yukon governments and other native peoples will advise on the function and management regime of the Park. The Wilderness Park would exclude an area of five square miles containing the harbour on Herschel Island.

Laws and other matters

Laws of general application, including the Territorial Lands Act and Regulations, would apply to all Inuvialuit lands. The Government would continue to regulate the safety of any development activities, and be responsible for environmental management. The lands would remain subject to easements and rights of way which existed at the date of the Cabinet decision approving the Joint Position Paper. Inuvialuit lands cannot be sold except to other Inuvialuit or to the Crown. In the event Inuvialuit lands are needed for public purposes, Cabinet approval is necessary. The Government must then offer suitable alternative lands. If this is not possible, the Inuvialuit would be compensated not only for the land, but also for loss of fishing, hunting and trapping. Inuvialuit lands would be exempt from property tax, but improvements will be taxable as well as proceeds from development of Inuvialuit lands.

Land Selection

The Inuvialuit must select their lands according to certain criteria - lands which are important because of biological productivity or traditional hunting, trapping and fishing;

lands which offer economic opportunities, such as tourism; areas which are important because of wildlife production; historic Inuvialuit sites, and burial grounds. They cannot choose lands which contain proven oil or gas reserves, lands which are privately owned, and lands used for public works.

A final selection will result from negotiations between Government and the Inuvialuit. The Minister of Indian and Northern Affairs will be empowered to make the final decision.

Land Management

The Joint Position Paper provides that a Land Use Planning Commission be formed consisting of Inuvialuit and representatives of the federal and territorial governments. The Commission would advise the Minister on all aspects of land management in the Western Arctic Region including the preparation of a land use plan.

There would also be a Land Use Application and Review Committee which would be a technical committee representing the federal government, territorial government, the Inuvialuit and the Land Use Planning Commission. This body would advise the Government on such matters as the administration of Territorial Land Use Regulations and terms and conditions for permits, as well as developing procedures for administering environmental controls.

Wildlife

The Joint Position Paper sets out certain Inuvialuit harvesting rights including the exclusive right to harvest game on their lands and the exclusive right to harvest fur-bearers, including black, grizzly and polar bears, and muskox in the Western Arctic region. They would also have a preferential right to harvest other species for subsistence purposes in the region. Other native peoples would continue to have traditional harvesting rights, and any one currently holding hunting licences or operating registered traplines would not be affected.

In addition to acquiring certain hunting rights the Inuvialuit would participate in the overall management of wildlife in the Western Arctic Region through advisory bodies such as a Game Council and Local Hunters' and Trappers' Committees as well as the Land Use Planning Commission.

Financial Compensation and Economic Measures

The financial compensation described in the Paper has a present value of \$45 million. A series of payments would be made yearly from 1981 to 1994. No tax would be levied on these payments, although all other earnings of the corporations would be fully

taxable. Loans on the security of these payments would be available to the Inuvialuit from the date of the Agreement in Principle.

The proposed settlement includes certain socio-economic measures to help the Inuvialuit achieve stable economic self-reliance and build a solid economic base. The commitments consist of general measures to give priority to Inuvialuit products, resources, employment, services, and support for possible Inuvialuit mineral activity; and specific program support for individual projects to be described in the Final Agreement. No financial outlays in excess of projected government budgeted levels would be required.

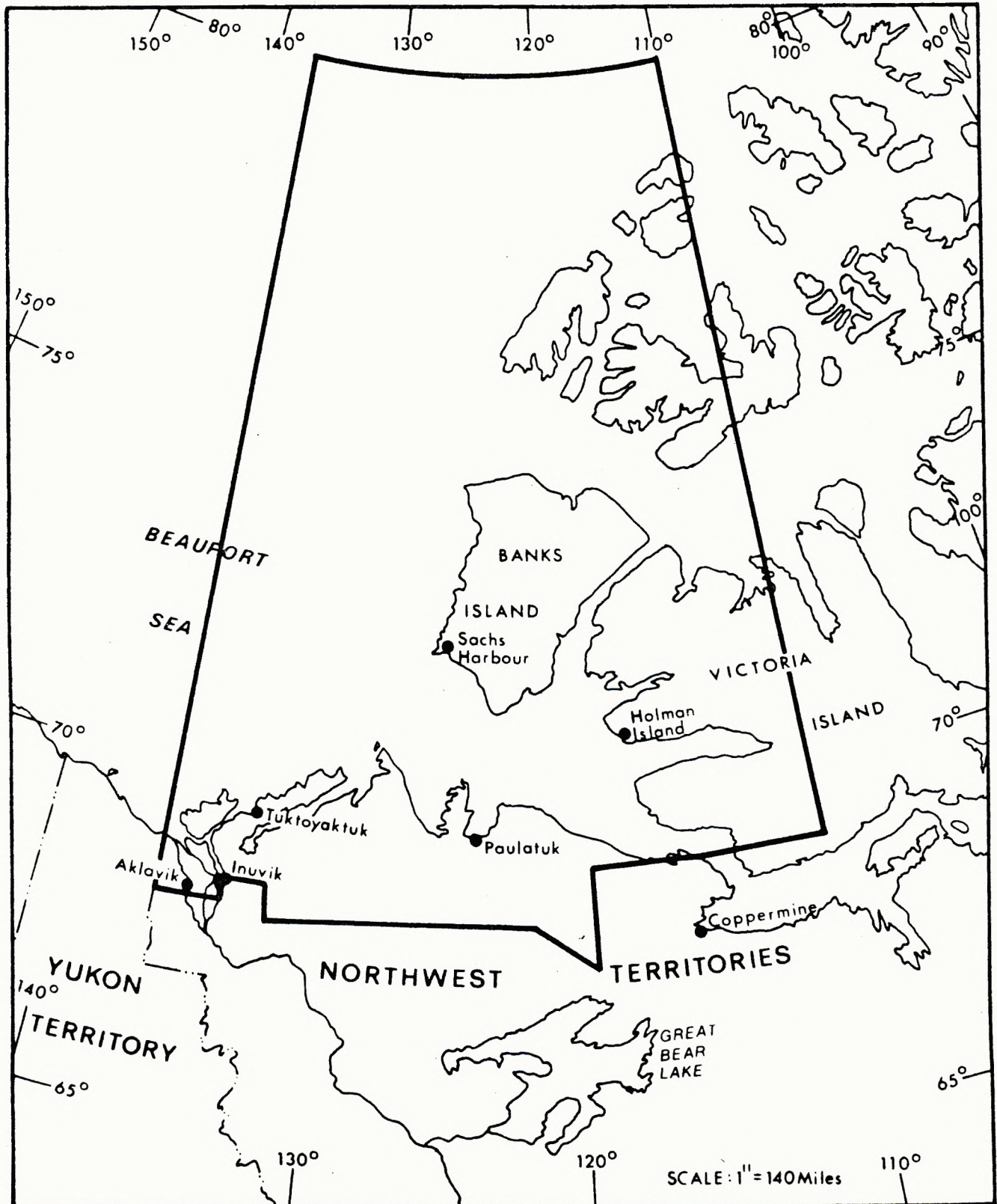
Social Development

To help meet the problems of social transition faced by the Inuvialuit there would be a Social Development Program, utilizing the Inuvialuit perspective, language and customs, and would deal with social concerns such as housing, health and welfare. It would also advise government on programs concerning such matters as alcohol, dental care, nutrition; and initiate and develop special education programs. Each community would be involved in developing the program and the Inuvialuit would manage the various projects. The present value of the funding proposed to carry out this program is \$3.5 million.




Political Institutions

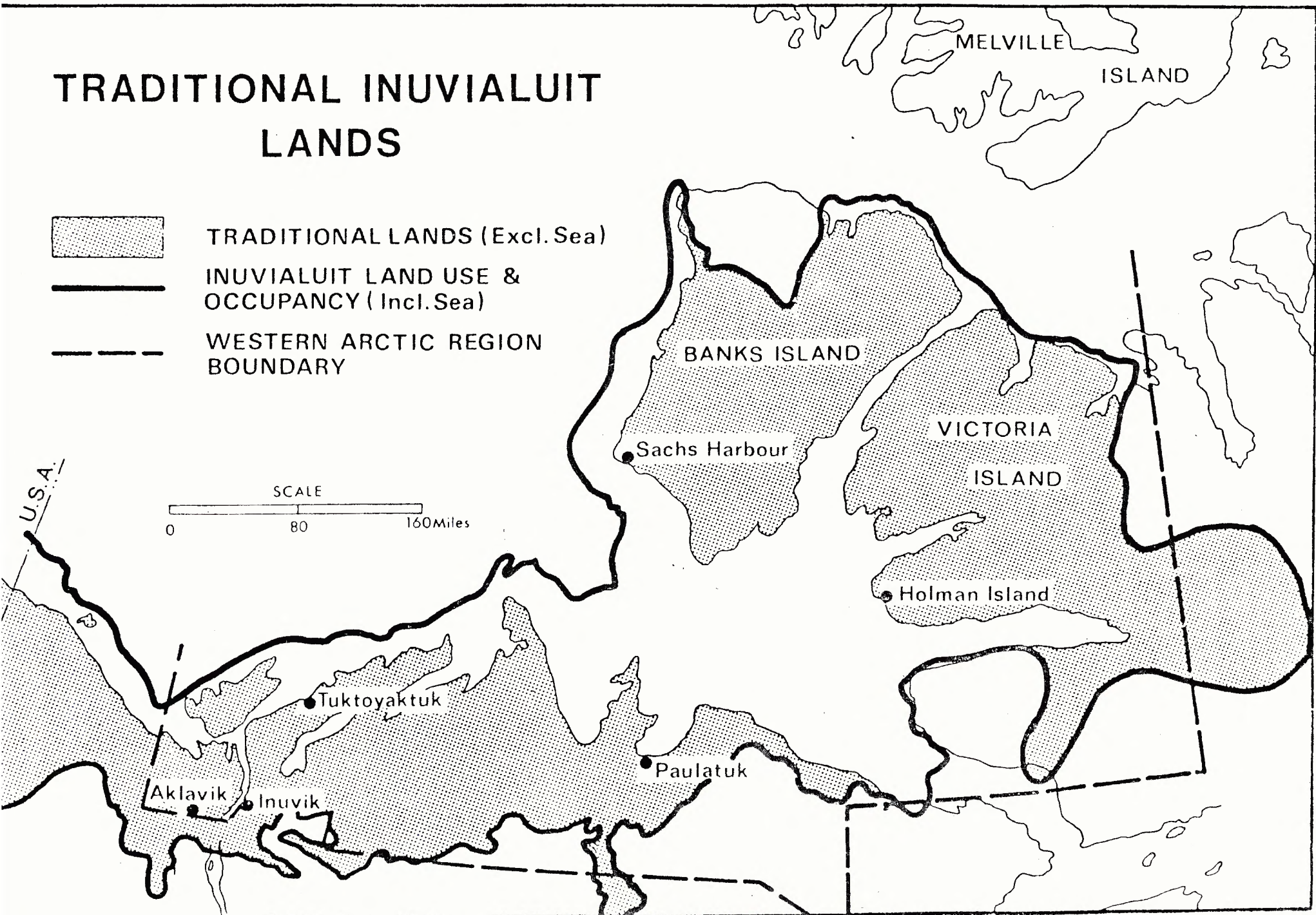
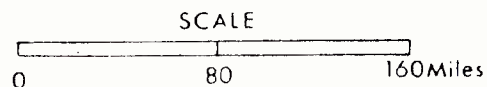
Although the Inuvialuit do not seek special political status, the Government recognizes the need for greater decentralization of decision-making and services to the people of the region. The Inuvialuit agree that the question of political institutions should be considered under the Constitutional Development process established by the Federal Government in August, 1977.

WESTERN ARCTIC REGION




TRADITIONAL INUVIALUIT LANDS

-  TRADITIONAL LANDS (Excl. Sea)
-  INUVIALUIT LAND USE & OCCUPANCY (Incl. Sea)
-  WESTERN ARCTIC REGION BOUNDARY



LANDS SELECTED BY THE INUVIALUIT PURSUANT TO PARAGRAPHS 3(1)(a), & 3(1)(b)(Husky Lakes)

 3(1)(a)

 3(1)(b) — ONLY THE HUSKY LAKES
PORTION IS SHOWN. REMAINDER OF
3(1)(b), SELECTION IS NOT YET MADE

SACHS HARBOUR

HOLMAN ISLAND

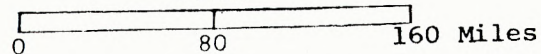
TUKTOYAKTUK

AKLAVIK

INUVIK

PAULATUK

SCALE



COPE AND FEDERAL GOVERNMENT SIGN AGREEMENT IN PRINCIPLE
ON COPE CLAIM, OCTOBER 31, 1978

1-7849

For Immediate Release

COPE AND FEDERAL GOVERNMENT SIGN AGREEMENT-IN-PRINCIPLE ON COPE CLAIM

(Sachs Harbour, October 31, 1978) --- In an historic ceremony held today in this far northern Inuvialuit community, Indian and Northern Affairs Minister J. Hugh Faulkner and Sam Raddi, President of the Committee for Original Peoples' Entitlement (COPE) signed the Agreement-in-Principle establishing the basis for settlement of the COPE claim.

The Agreement is the first to be reached by the government with a native organization north of the 60th parallel. It is based on a Joint Position Paper which was made public by the two groups July 14, and will provide the framework for the final agreement which is anticipated in about a year's time.


COPE submitted its claim to the federal government on behalf of the approximately 2,500 Inuvialuit (Inuit of the western Arctic) on May 13, 1977. On July 14, 1978, following months of intensive negotiations, the COPE-government joint working group made public a 106-page Joint Position Paper containing the elements for settlement of the COPE claim. The Inuvialuit communities have since discussed and approved the Joint Paper. Similar community consultations will also be carried out with regard to the Agreement-in-Principle.


The Agreement-in-Principle seeks to achieve a balance of interests between the concerns and aspirations of the Inuvialuit and national and territorial concerns for the ongoing development of energy and mineral resources in the western Arctic region of the Northwest Territories.

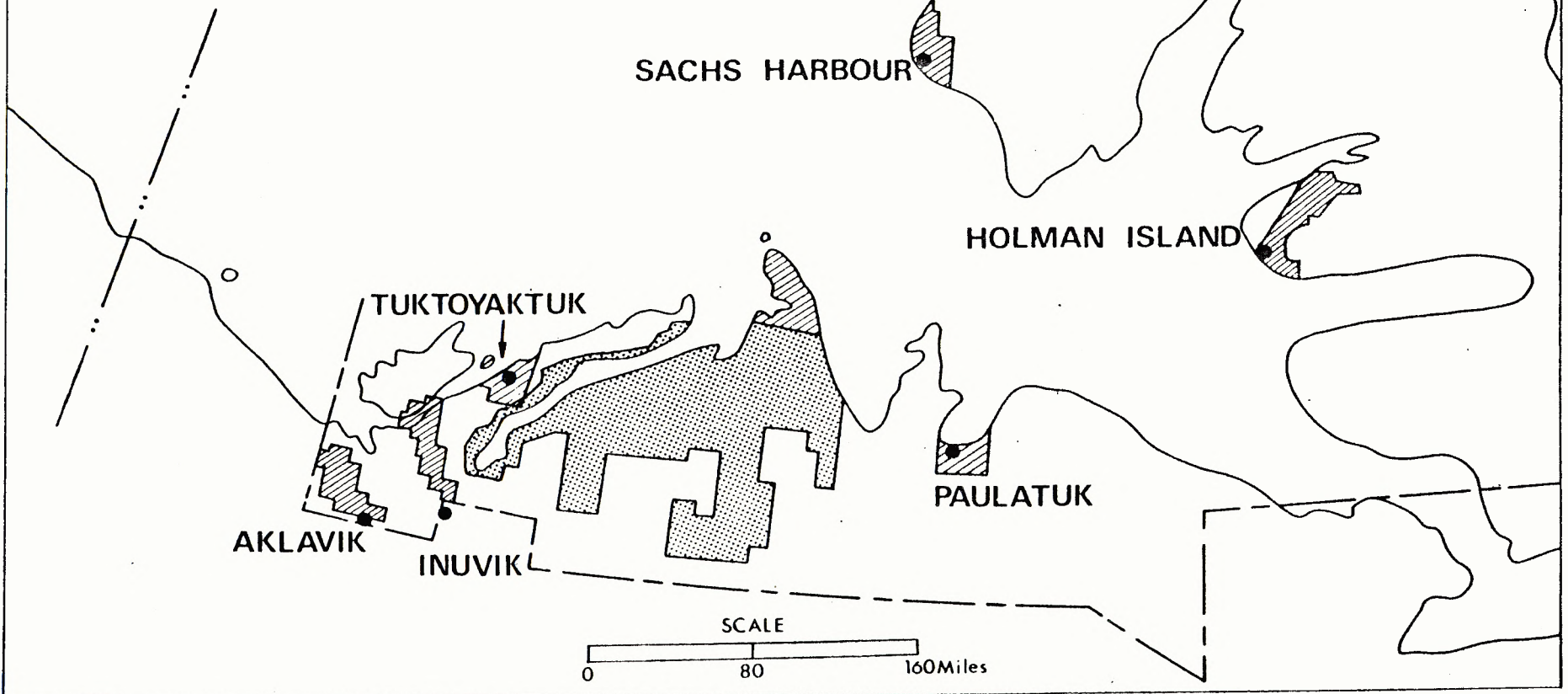
Protection for the traditional economic base of the Inuvialuit: specific measures to protect and ensure the continuing existence of the Inuvialuit's traditional economic base include Inuvialuit ownership of 95,830km² (37,000 sq. mi.) of land. The Inuvialuit have already selected that portion of those lands -- 12,950 km² (5,000 sq. mi.) -- over which they will have both surface and subsurface rights. These lands, referred to in the Agreement-in-Principle as category 7(1) (a) (i) lands, comprise blocks of approximately 1813 km², (c.700 sq. mi.) surrounding each of the Inuvialuit communities of Sachs Harbour, Tuktoyaktuk, Holman Island, Paulatuk, Inuvik and Aklavik. In addition, the Inuvialuit will be provided with special, and in some cases exclusive, hunting, fishing and trapping rights throughout the western Arctic. Significant Inuvialuit participation in a land management regime, which would include the establishment of a land use planning commission for the western Arctic, would give the Inuvialuit a major say in the management of land and wildlife in the western Arctic.

Diversification of the traditional economic base: other measures are designed to encourage the Inuvialuit to diversify their traditional economic base. In addition to the \$45 million (present value) which the Inuvialuit will receive, they will be assisted to develop new businesses, with specific support to be given for individual projects. They will also have the right to negotiate "participation agreements"

INUVIALUIT LANDS SELECTED PURSUANT TO 7(1)(a), & 7(1)(b)(i)

 7(1)(a)

 7(1)(b)(i) — HUSKY LAKES



TRADITIONAL INUVIALUIT LANDS



TRADITIONAL LANDS (Excl. Sea)

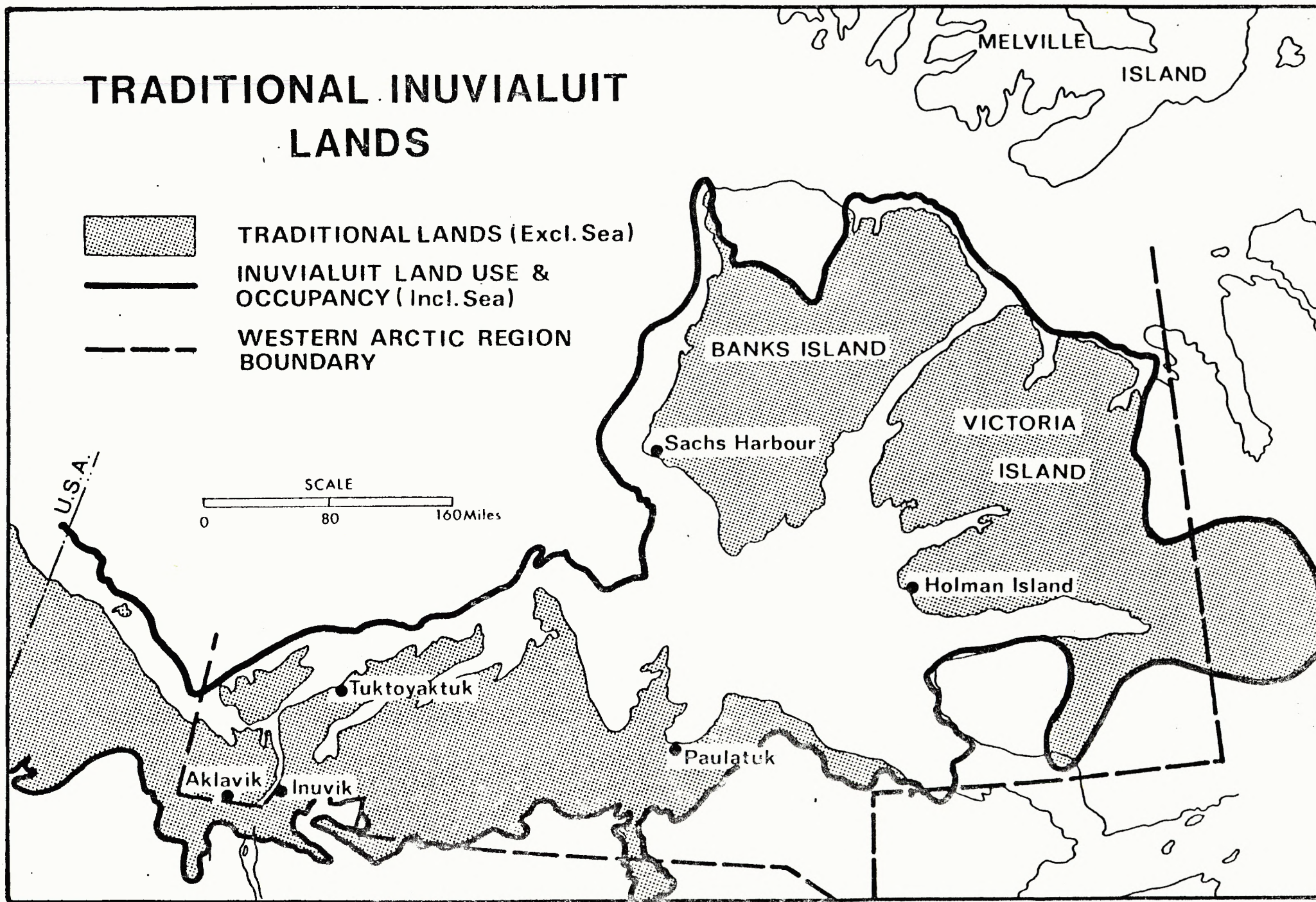
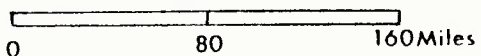


INUVIALUIT LAND USE &
OCCUPANCY (Incl. Sea)



WESTERN ARCTIC REGION
BOUNDARY

SCALE



Chronology of Events Leading to the COPE/Canada Agreement-in-Principle

- December, 1976 By joint agreement, ITC and COPE announce that COPE, representing approximately 2500 Inuit of the western Arctic known as Inuvialuit, would proceed to develop its own land claim, separate from a revised ITC proposal, because of pending resource and development pressures in the western Arctic.
- May 13, 1977 COPE presents its claim, entitled Inuvialuit Nunangat, to the federal government.
- November, 1977 COPE states that, although there is considerable agreement on some elements of the claim such as wildlife, eligibility, corporations, and a social development fund, the distance between the federal and COPE position on lands and royalties is so great that COPE will seek a declaratory judgement on the nature of their aboriginal right.
- December 2, 1977 COPE announces it will defer court action while discussions on the claim continue.
- December 7, 1977 A Joint COPE/Government Position Paper on Wildlife is made public.
- January, 1978 A COPE/Government joint working group is established.
- April 7, 1978 An agreement on a Joint Position Paper on Lands, Financial Compensation and Related Rights is reached on a "without prejudice" basis by the COPE/Government working group.
- May, 1978 The COPE/Government Working Group Joint Position Paper on the Inuvialuit Land Rights Claim is completed.
- July 14, 1978 Following cabinet approval, the Joint Position Paper is made public.
- October 31, 1978 Signing of Agreement-in-Principle in Sachs Harbour, N.W.T. Final Agreement is expected to follow within a year.

HON. HUGH FAULKNER'S ADDRESS ON THE OCCASION OF THE
SIGNING OF THE AGREEMENT IN PRINCIPLE, OCTOBER 31, 1978

NOTES FOR AN ADDRESS
BY THE
HON. J. HUGH FAULKNER
ON THE OCCASION OF THE SIGNING
OF THE AGREEMENT-IN-PRINCIPLE
WITH THE
COMMITTEE FOR ORIGINAL PEOPLES' ENTITLEMENT (COPE)

Sachs Harbour, N.W.T.

October 31, 1978

Communiqué

Mr. Sam Raddi, and members of the Committee for Original People's Entitlement.

May I say how very happy I am to be here in Sachs Harbour today.

I say that with deep emotion, because I know how much has gone into making today possible. This truly is an historic occasion for all of us, and it's a very moving occasion for a lot of people. I want to thank Peter Esau for welcoming us all to Sachs Harbour. I want to say to Sam Raddi and to his negotiators that it's great to be here with you today. To all the people of Sachs Harbour and from the other parts of the western Arctic region, I just want to say to you on behalf of all of us who came, that we're delighted to be here and we look forward to an important signing.

All of us have reason to be proud of the efforts that have been made to reach this agreement. If this effort had not been made, we would not be here today.

The primary concerns of the Inuvialuit were expressed in the four settlement goals of the COPE claim, and I think it would be fitting to repeat these now.

The goals were:

- . to preserve the Inuvialuit cultural identity and values within a changing northern society;
- . to enable the Inuvialuit to be equal and meaningful participants in both the northern and national economy and society;
- . to provide specific rights, benefits and compensation to the Inuvialuit in exchange for any Inuvialuit land rights that now exist, and
- . to protect and preserve the Arctic wildlife, environment and biological productivity.

These aims were shared by the government. The question was how to translate these goals into the concrete provisions of an agreement in principle.

You all know the differences that existed when we first began negotiations. It took many weeks of meetings and discussions to clarify where we both stood as to how the terms of a settlement could be defined.

Finally, in December, we reached agreement on a very important aspect of the claim -- the protection and preservation of wildlife in the western Arctic region. This was a concrete step forward in the process of agreeing on other elements of the claim, and indicated the degree of determination by both parties to do so.

That spirit was certainly evident in the months that followed, as negotiations continued on all the other vital issues in the claim such as lands, harvesting rights, non-renewable resource development, and the preservation and strengthening of Inuvialuit cultural identity.

In July, those negotiations culminated in Sam Raddi and I making public a joint position paper which had been agreed to by COPE and federal negotiators, and which laid out the elements for eventual settlement of the claim.

I said at that time I felt the position paper reflected the success of both COPE and the federal government in finding ways to attain the goals of the COPE claim.

COPE, which I know has worked closely with the individual Inuvialuit communities throughout the negotiations, subsequently sought each community's approval that the position paper provide the basis upon which an agreement in principle would be negotiated.

What we are signing today is the end result of this long but very fruitful process.

The agreement in principle is close to 200 pages in length. It is a document of which we all have good reason to be proud.

You have told the federal government:

"We want to be equal without having to be identical.

We want to protect our culture and our way of life.

We want to integrate and participate but we do not want to assimilate.

We want to achieve self-reliance within the Canadian society."

The COPE claim was a positive document, with positive objectives. The

agreement-in-principle responds to those aspirations. The provisions it contains will contribute to a future northern society in which the Inuvialuit will have a more active and effective role both politically and economically, while ensuring the maintenance of your distinctive cultural and social heritage.

The agreement truly has been designed to meet the particular needs and aspirations of the Inuvialuit, without overriding or ignoring the needs and concerns of others who live and work in the western Arctic region.

Having said this, I want to make the point again, as I have made it before, that it is not a model for any other claim settlement. Other native groups have different needs and aspirations. They have different concerns. They have different priorities, and the government will respond to each in a manner which reflects these differences.

What is a common link between the claims is the government's commitment to ensuring that there be a broad equity between settlements, no matter what the individual components of each settlement might be.

I hope there will be another common link too: I hope that the efforts and determination which have characterized these negotiations and made this agreement possible will be found in the course of claims negotiations with other northern native groups as well.

I wish to thank everyone here today. In closing, I would like again to pay particular tribute to Sam Raddi, whose dedication to reaching an agreement on behalf of the Inuvialuit has been so vital to the success of all our efforts.

NATIVE CLAIMS NEGOTIATING PROCESS
MAY 3, 1979

STATEMENT RELEASED IN NORTHWEST TERRITORIES ONLY ON MAY 3, 1979

1-7905

NATIVE CLAIMS
NEGOTIATING PROCESS

Recent northern newspaper editorials and media inquiries to the federal government's Office of Native Claims indicate that there is some confusion or misunderstanding about the land claims negotiating process. Particular concern has been expressed about the time frame for COPE lands selection, the extent of government and public consultation, and certain general implications of the proposed COPE settlement upon municipal governments.

Because of these recent developments and the importance to the North and to all Canadians that an equitable agreement be reached between the Government of Canada and the Committee for Original

Communiqué

Peoples' Entitlement, this statement is intended to ensure that accurate information on both the negotiation process and some possible implications is made available.

Despite the widespread publicity surrounding the signing of the agreement-in-principle between the federal government and COPE at Sachs Harbour on October 31 last year, there is a misconception that the final agreement will be reached by May 16. In fact, however, the agreement-in-principle anticipates that the target for reaching the final agreement is October 31, 1979 -- and that depends on both parties being able to negotiate agreements on a wide range of matters, of which land is only one.

At this stage, the main topic under negotiation is the selection of the remaining 21,900 square miles to which COPE can claim surface rights. Under the terms of the agreement-in-principle, COPE and I are mutually committed to making an attempt to finalize land selections within two months of the government receiving the proposed selections from COPE. Land selections were submitted to the federal government on March 16. In the context of the agreement-in-principle provision will also be made to ensure guaranteed access to the sub-surface of these lands.

It is important to point out that the government negotiating team includes both federal and territorial agencies representing a wide range of interests, such as municipalities, transportation,

the federal government and COPE during negotiations and, as a result, COPE is setting up a meeting with the concerned communities, the Dene, and the Métis as soon as possible with a view to resolving the question.

There is also another misconception that the natural growth of community sites will be prevented because of native land ownership; in this case by the Inuvialuit. It must be pointed out that the jurisdiction of the municipal councils and municipal boundaries cannot be inhibited by the presence of these privately-held lands. Laws of general application still apply and jurisdictional boundaries may be changed or expanded in the usual way. In other words, the proposed settlement will not affect or change the normal role and responsibilities of settlement and hamlet councils.

As a guiding principle in all claims negotiations, rights and interests of everyone in a particular region must be balanced and reconciled with the rights to be granted to the claimant group.

For this reason, public consultation was fully encouraged even before negotiations got underway. The process of negotiation involves the continual exchange of proposals between the parties. These position papers have no validity until an agreement is reached, and even then, such agreements are subject to my approval, and subsequently the approval of Parliament. For example, the map which has been given some recent prominence in northern newspapers

the environment, as well as renewable and non-renewable resources.

Insofar as public consultations are concerned, meetings began within two months of the signing of the agreement-in-principle. Representatives from the Office of Native Claims and from the Land Claims Secretariat of the Government of the Northwest Territories held public meetings in several communities during December, January and February. A follow-up meeting was held as recently as April 19 at Aklavik.

The main purpose of these public meetings was to inform all interested parties of the protective mechanisms available to them in the agreement-in-principle and the land selection process. For example, Section 14 of the agreement-in-principle provides a mechanism for the protection of traditional pursuits within the boundaries of the Western Arctic region. Basic information and opinions were also sought from interested groups and individuals.

Through these meetings, as well as other avenues, the federal government is seeking to identify and confirm outstanding interests with regard to lands in the Western Arctic region. Of principal concern are the issues related to overlapping land use, such as fishing, hunting and trapping by the Dene, Métis and Inuit within the Western Arctic region. This issue has been recognized by both

is a proposal under negotiation and therefore has no legal significance.

Notwithstanding, every attempt is being made to keep the public posted on the progress that is being made. In addition, the government negotiating team is so constituted that all aspects of the public interest are and will be represented.

We can only reiterate what has been said since the agreement-in-principle was signed last October. If there are any concerns which people have regarding the process on the proposed settlement, these should be brought forward to either the Office of Native Claims or to the Government of the Northwest Territories Land Claims Secretariat where they will be dealt with.

- 30 -

J. Hugh Faulkner
Minister
Ottawa, Ontario
May 3, 1979

INUVIALUIT LAND SELECTION STATUS
MAY 18, 1979

1-7911

INUVIALUIT LAND SELECTION STATUS

OTTAWA (May 18, 1979) .. Negotiators for the federal government and the Committee for Original Peoples' Entitlement (COPE) today reached agreement on the selection of most of the remaining 21,900 square miles over which the Inuvialuit (Inuit of the Western Arctic) would have surface rights.

COPE submitted its proposals for land selection on March 16. Under the Agreement-in-Principle signed last October, a period of 60 days was allowed in which the Minister would endeavour to make a final determination of the lands to be allocated.

The attached map shows the areas agreed upon by the negotiators and which are being recommended to the Minister of Indian and Northern Affairs, the Honourable J. Hugh Faulkner, for final approval. These areas represent 85 percent of the remaining Inuvialuit entitlement.

Also shown on the map are areas which the Inuvialuit have stated they would wish to select to meet the balance of their entitlement. However, because the government has been informed by other native groups that they have competing interests in these areas, decisions concerning the proposal of the Inuvialuit have been deferred.

Both the Dene and the Metis have expressed a competing interest in the Mackenzie River delta, while the people of Coppermine may have a competing interest in some areas on Victoria Island.

To determine the precise nature and degree of the competing interests, the Department of Indian and Northern Affairs has agreed to establish a fact-finding process and name an impartial fact-finder at a later date.

In the next few weeks, the Department will contact native groups which have expressed a competing interest to provide them with details on the fact-finding mission.

During the fact-finding process, priority will be given to evidence presented by native individuals and communities. Factual data obtained will be consolidated and made available to the interested parties for review and discussion. After the fact-finder has completed his report, it will be made public in draft form and interested parties will be given 30 days in which to comment.

The fact-finder then will submit a final report to the Minister within four months of his appointment. The Minister will make a decision on these lands within 30 days of receiving the report.

Under the terms of the Agreement-in-Principle signed by both parties on October 31, 1978, the Inuvialuit would receive rights to 37,000 square miles of land.

COPE has already selected 5,000 square miles of land to which the Inuvialuit would have both surface and sub-surface rights. These lands include parcels adjacent to the six Inuvialuit communities and 800 square miles on Cape Bathurst, together with 10,100 square miles to which they will have surface rights in the Husky Lakes area.

The Agreement-in-Principle provides that all Inuvialuit land selections will be finalized in the final agreement,

anticipated to be signed on October 31, 1979. The lands would be transferred to Inuvialuit ownership by means of settlement legislation to be introduced to Parliament following the signing of the final agreement.

During the period prior to the settlement legislation, land administration will continue to be the responsibility of the Department of Indian and Northern Affairs, and agreement has been reached assuring continued access to the sub-surface resources of these lands. Further details on this process, which will include a mechanism for dealing with requests for surface tenure on these lands, will be made available early next week.

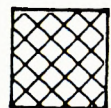
Ref:

Information & Public Relations
Office of Native Claims
(819) 994-1200

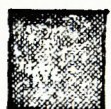
Inuvialuit Land Rights Settlement Land Selection



7(1)(a) lands agreed to on Oct. 31, 1978.
(5,000 sq. mi.)



7(1)(b)(i) lands agreed to on Oct. 31, 1978.
(10,100 sq. mi.)



7(1)(b)(ii) lands agreed to as of May 18, 1979.
(18,281 sq. mi.)



Lands selected by COPE but not agreed to.
(3,619 sq. mi.)

