

Gwich'in Self-Government Negotiations
Process and Schedule Agreement

Among

THE GWICH'IN as represented by the Gwich'in Tribal Council
("Gwich'in")

And

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian
Affairs and Northern Development
("Canada")

And

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of
Aboriginal Affairs and Intergovernmental Relations
("GNWT")

(hereinafter referred to collectively as the "Parties" or individually as a "Party")

WHEREAS Chapter 5 and Appendix B of the Gwich'in Comprehensive Land Claim Agreement (the "GCLCA") provides for the negotiation of self-government agreements with the Gwich'in; and

WHEREAS Canada and the GNWT recognize the inherent right of self-government as an existing Aboriginal right under section 35 of the *Constitution Act, 1982*; and

WHEREAS the Parties intend to negotiate expeditiously a self-government agreement (hereinafter referred to as the "Final Agreement"); and

WHEREAS 5.2 of Appendix B of the GCLCA provides that:

- 5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:
- a) the order in which the matters to be negotiated are to be addressed;
 - b) the time frame within which negotiations will take place; and
 - c) such other matters as may be necessary or desirable.



WHEREAS the Parties are concluding this self-government negotiation Process and Schedule Agreement to govern the conduct of their negotiations.

NOW THEREFORE, the Parties agree as follows:

1. The Object of Negotiations

1.1 The object of negotiations is to complete a Final Agreement that meets the provisions of Chapter 5 and Appendix B of the GCLCA, and implements the inherent right of self-government for the Gwich'in.

2. Purpose of this Agreement

2.1 The purpose of this Agreement is to facilitate effective, timely and orderly negotiations towards a Memorandum of Understanding setting out the basis for negotiation of a Final Agreement and a Final Agreement based on that Memorandum of Understanding.

2.2 This Agreement:

- (a) sets out an approach to and process for negotiations;
- (b) identifies the scope of negotiations; and
- (c) establishes an agenda and timetable for negotiations.

3. Parties

3.1 The Parties to the Memorandum of Understanding and the Final Agreement will be the Gwich'in, Canada, and the GNWT.

4. Negotiation Teams

4.1 Each Party will be represented at the main negotiations table by its Chief Negotiator.


4.2 Each Party shall provide to the other parties written notice of the appointment of its Chief Negotiator.

4.3 Where a Party removes or replaces its Chief Negotiator, it shall forthwith provide to the other Parties written notice of such removal or replacement.

4.4 Each Party's Chief Negotiator may designate a person or persons to act in his or her place.

4.5 The Chief Negotiators shall be responsible for the conduct of the negotiations.

4.6 The size and composition of each Party's negotiation team shall be determined by its Chief Negotiator.



- 4.7 Individuals who are not members of negotiation teams may attend negotiating sessions with the approval of the Chief Negotiators.
- 4.8 The Chief Negotiators may set up working groups and define their tasks.
- 4.9 Working groups shall report to the Chief Negotiators as requested.
- 4.10 Working group discussions are without prejudice to the Parties' respective positions at the main negotiation table.

5. Process to Conclude a Memorandum of Understanding and Final Agreement

- 5.1 The parties agree to negotiate in good faith and to use their best efforts to reach a Memorandum of Understanding and to conclude a Final Agreement based upon that Memorandum of Understanding.
- 5.2 The Parties will work cooperatively to clarify and respond to each Party's interests and positions, to identify barriers to reaching agreements, and may develop options and the criteria for evaluating those options.
- 5.3 The Parties may work on more than one subject matter in any time period.
- 5.4 The Parties will negotiate the subject matters in the order agreed to by the Chief Negotiators from time to time.
- 5.5 The Chief Negotiators shall develop a draft Memorandum of Understanding and then a draft Final Agreement including the maintenance of a rolling draft.
- 5.6 The Memorandum of Understanding will be completed upon ratification by the Parties in the manner set out in the document, and signed on behalf of the Parties by their authorized representatives.

6. Subject Matters for Negotiation

- 6.1 Negotiations shall address the following subject matters:
 - 6.1.1 government structures, internal constitutions, elections, and leadership selection processes;
 - 6.1.2 accountability and procedures of government bodies;
 - 6.1.3 legal status and capacity of governing bodies;
 - 6.1.4 Gwich'in bands;
 - 6.1.5 application of the Indian Act;
 - 6.1.6 Gwich'in citizenship;
 - 6.1.7 Gwich'in language and culture;
 - 6.1.8 local government operations;
 - 6.1.9 education K-12;
 - 6.1.10 post secondary education;
 - 6.1.11 early childhood education and out of school care;

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- 6.1.12 training;
 - 6.1.13 social services;
 - 6.1.14 income support;
 - 6.1.15 health services;
 - 6.1.16 child and family services;
 - 6.1.17 adoption;
 - 6.1.18 marriage;
 - 6.1.19 guardianship, trusteeship, wills and estates;
 - 6.1.20 housing;
 - 6.1.21 administration of justice and policing;
 - 6.1.22 industrial relations, occupational health and safety, labour standards and employment equity;
 - 6.1.23 the issue of consistency of Gwich'in laws and actions with the international legal obligations of Canada;
 - 6.1.24 the application of federal and territorial human rights legislation;
 - 6.1.25 the use, management, control, administration and protection of Gwich'in Settlement Lands;
 - 6.1.26 whether to include provisions in the Final Agreement which are consistent with the GCLCA relating to the use, management, control and administration of rights and benefits of the Gwich'in provided pursuant to the GCLCA;
 - 6.1.27 Gwich'in heritage resources;
 - 6.1.28 the application of Gwich'in laws in the primary use area in the Yukon;
 - 6.1.29 economic development;
 - 6.1.30 tourism;
 - 6.1.31 financial agreements and own source revenue;
 - 6.1.32 taxation;
 - 6.1.33 intergovernmental relations;
 - 6.1.34 transition of municipal corporations;
 - 6.1.35 procedures for the review and amendment of the Final Agreement;
 - 6.1.36 procedures for the ratification of the Final Agreement;
 - 6.1.37 constitutional protection and legal status of the Final Agreement;
 - 6.1.38 dispute resolution;
 - 6.1.39 implementation plans relating to the Final Agreement;
 - 6.1.40 the preamble and schedules; and
 - 6.1.41 any other matter the Parties may agree to address.
- 6.2 The Chief Negotiators may use the former Agreement-In-Principle signed on April 16, 2003, to assist in the negotiations.

7. Public Information

- 7.1 The Parties agree to jointly or separately communicate, from time to time, with communities, individuals, organizations or groups having an interest in the outcome of the negotiations in order that they may become knowledgeable and

well informed regarding the general status, aims, objectives and progress of the negotiations.

- 7.2 The Parties may, from time to time, issue joint statements to the media on the progress of the negotiations.

8. Timetable

- 8.1 The Parties shall make reasonable efforts to complete a Memorandum of Understanding within two (2) years of the signing of this Agreement, and to complete a Final Agreement within the time frame set out in the Memorandum of Understanding.

9. Procedures For Meetings

- 9.1 The majority of negotiating sessions shall be held in the Gwich'in communities of Aklavik, Fort McPherson, Inuvik or Tsiigehtchic.
- 9.2 Unless otherwise agreed to by the Chief Negotiators, the agenda, time and location of a negotiating session shall be determined at least two weeks in advance of the proposed session.
- 9.3 Unless otherwise agreed to by the Chief Negotiators, negotiating sessions shall not be formally chaired.

10. Funding For Negotiations

- 10.1 Funding by Canada of the Gwich'in for these negotiations shall be according to Canada's policy for funding of self-government negotiations.

11. Amendment

- 11.1 This Agreement may be amended in writing by agreement of the Chief Negotiators.

12. Interpretation

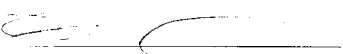
- 12.1 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations of any of the Parties.
- 12.2 Negotiations to be undertaken pursuant to this Agreement and any positions taken by any Party in these negotiations, including documents, discussions and correspondence, are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

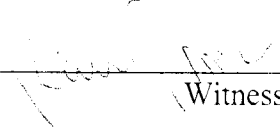


12.3 With the exception of sections 12.1 and 12.2, nothing in this Agreement is to be interpreted as legally binding or enforceable.

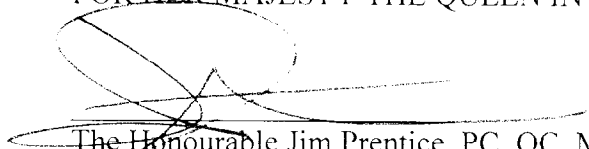
SIGNED AT Inuvik, Northwest Territories, the 23rd day of March, ~~2006~~ 2007.

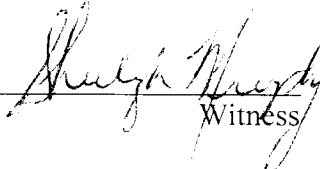
FOR THE GWICH'IN


Fred Carmichael . President
Gwich'in Tribal Council


Witness

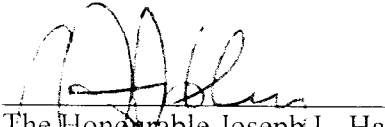
FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA

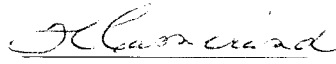

The Honourable Jim Prentice, PC, QC, MP
Minister of Indian Affairs and Northern Development


Witness

Signed at Calgary, Alberta the 20th of July 2007

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES


The Honourable Joseph L. Handley
Minister of Aboriginal Affairs and Intergovernmental Relations


Witness

Signed at Yellowknife, NT, the 4th day of June 2007.

