

Final Self-Government Agreement for the Tłegóhłı Got'ıne



FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLĬ GOT'INE

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GLOSSARY AND PRONUNCIATION GUIDE

Dene Kedée

Pronunciation:	De-nay Ke-day
Meaning:	Dene – the People Kedée – language The People's language

Tłegóhłi

Pronunciation:	T'le-go-tee
Meaning:	Tłegóhłi – place where the oil is

Tłegóhłi Got'jne Government

Pronunciation:	T'le-go-tee Go-t'ee(click sound)-nay
Meaning:	Tłegóhłi – place where the oil is Got'jne – of the people The Government of the People of the Place where the oil is

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FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLĮ GOT'İNE

PREAMBLE

- WHEREAS the Tłegóhłį Got'įne are an aboriginal people of Canada, within the meaning of the *Constitution Act, 1982*, with the right to self-determination;
- WHEREAS in exercising their right of self-determination, the Tłegóhłį Got'įne have the inherent right of self-government in matters relating to their internal and local affairs, as well as the ability to finance their self-government functions, and have established the Tłegóhłį Got'įne Government;
- WHEREAS the Government of Canada and the Government of the Northwest Territories recognize that the inherent right of self-government is an existing aboriginal right under section 35 of the *Constitution Act, 1982*;
- WHEREAS the Sahtu Dene and Metis Comprehensive Land Claim Agreement provides for the negotiation of self-government agreements by the Government of Canada, the Government of the Northwest Territories, and Sahtu communities, one of which is the Tłegóhłį Got'įne;
- WHEREAS the Tłegóhłį Got'įne have determined that the Tłegóhłį Got'įne Government, as set out in Part II, be their government close to the community level as contemplated in the Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- WHEREAS the Tłegóhłį Got'įne desire that there be provision for the future transition of the Tłegóhłį Got'įne Government to an Indigenous public government;
- WHEREAS the Government of Canada, the Government of the Northwest Territories, and the Tłegóhłį Got'įne have negotiated this final self-government agreement to:
- a) recognize the Tłegóhłį Got'įne Government, as set out in Part II;
 - b) provide for the future transition of the Tłegóhłį Got'įne Government to the Indigenous public government, as set out in Part III; and
 - c) implement and enable government-to-government relationships between the Tłegóhłį Got'įne Government and the Government of Canada and between the Tłegóhłį Got'įne Government and the Government of the Northwest Territories;
- WHEREAS the Parties agree that concluding and implementing this final self-government agreement can provide the Parties with opportunities to:

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- a) preserve, revitalize, and strengthen the culture and language of the Tłegóhłi Got'ine;
- b) improve the socio-economic outcomes of the Tłegóhłi Got'ine;
- c) improve the health and well-being of the Tłegóhłi Got'ine; and
- d) consider the capacity of the Tłegóhłi Got'ine in light of the Parties' shared commitment to implementing this final self-government agreement; and

WHEREAS the Sahtu Secretariat Incorporated may transfer certain or all of the rights and powers of a Designated Sahtu Organization under 7.1.1 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement to the Tłegóhłi Got'ine Government.

NOW THEREFORE, the Parties agree as follows:

PART I
GENERAL

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 In this FSGA:

“**Adult**” means an individual who has attained the age of majority in accordance with NWT Law;

“**Adult Education**” means the education of Adults, other than Students;

“**Authority**” means any power other than Jurisdiction;

“**Beneficiary Council**” means the body referred to in 30.3.1 c);

“**Board**” means the Sahtu Land and Water Board or the Mackenzie Valley Land and Water Board;

“**Canada**” unless it is otherwise clear from the context, means the Government of Canada;

“**Chief Ratification Officer**” means the individual appointed under 7.3.3 a);

“**Child**” or “**Children**” means an individual or individuals who have not attained the age of majority under NWT Law;

“**Child and Family Services**” has the same meaning as defined in *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada);

“**Citizen**” means an individual who is a citizen under a Tłegóhłi Got'ine Law made under chapter 10 or chapter 32;

“**Committee**” means the committee established under 6.1.4;

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

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

- a) the provision of notice, to the party to be Consulted, of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- b) the provision of a reasonable period of time in which the party to be Consulted may prepare its views on the matter;

- c) the provision of an opportunity to present those views to the party obliged to Consult; and
- d) full and fair consideration by the party obliged to Consult of any views presented;

“Curriculum Framework” means the desired learning outcomes for primary (grades 1 – 3), intermediate (grades 4 – 6), junior (grades 7 – 9), and senior (grades 10 – 12) grade levels;

“Designated Sahtu Organization” has the same meaning as defined in the SDMCLCA;

“Disputant” means a Party to a dispute under chapter 4;

“Education Support Services” means assistance provided in the form of:

- a) a grant, loan, or scholarship; or
- b) counseling and administrative services,

for individuals accessing post-secondary education, Adult Education, or Training;

“Effective Date” means the date upon which this FSGA takes effect under 7.10.1;

“Exercisable Treaty Rights” means:

- a) the rights set out in this FSGA that may be asserted or exercised by the Tłegóhlį Got'ine; and
- b) any rights to self-government that have become assertable and exercisable pursuant to processes set out in this FSGA for amendment or periodic review,

which rights are recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Executive Committee” means the committee of the Tłegóhlį Got'ine Government appointed under 8.3.1 a) iii) or 30.3.1 a) iii);

“Expenditure Need” means the measure of estimated costs required to perform the set of Federally Supported Services, Functions, or Activities required to meet the responsibilities of the Tłegóhlį Got'ine Government under this FSGA and the Fiscal Arrangements as they evolve from time to time,

based upon comparative measures or standards drawn from governments with similar responsibilities or of a similar size and location and, where appropriate, other organizations;

“Federal Law” means statutes of the Parliament of Canada, regulations, orders-in-council, and the common law;

“Federally Supported Services, Functions, or Activities” means the services, functions, or activities listed in the Fiscal Arrangements which may include governance and administration, modern treaty management, economic development, culture, language, and heritage, lands and resources, infrastructure, housing, education, social development, health, and environmental management;

“Financing Agreement” means an agreement negotiated under 29.2 or 52.2;

“Fiscal Arrangements” means mechanisms, including Financing Agreements, by which:

- a) the Tłegóhłį Got'įne Government assumes responsibilities for the delivery of Federally Supported Services, Functions, or Activities or those previously delivered by the GNWT; and
- b) resources are made available directly or through third parties to the Tłegóhłį Got'įne Government for the purposes of meeting:
 - i) its responsibilities for the delivery of Federally Supported Services, Functions, or Activities;
 - ii) its responsibilities under this FSGA; or
 - iii) the associated Expenditure Need as it is determined;

“FSGA” means this final self-government agreement, including the preamble and schedules;

“GNWT” means the Government of the Northwest Territories;

“GNWT Lands” means lands in Tłegóhłį:

- a) under the administration and control of the GNWT under the *Commissioner's Lands Act* (NWT) or the *Northwest Territories Lands Act* (NWT) but does not include lands held in fee simple by the Northwest Territories Power Corporation; or
- b) held in fee simple by Housing Northwest Territories;

“Implementation Committee” means the committee established under 3.4.1;

“Income Support” means any form of aid, monetary or otherwise, that is provided to assist an individual in need;

“Institutions of the TłegóhlĬ Got'jne Government” includes:

- a) agencies, entities, boards, panels, and commissions established under 8.4.1 or 30.4.1; and
- b) trusts, corporations, societies and cooperatives established under 8.4.1 or 30.4.1 in accordance with Federal Law or NWT Law;

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

“International Body” means any international body that has been granted competence by International Treaty or resolution to advise, recommend, or provide views on Canada's compliance with an International Legal Obligation;

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

“International Treaty” means an international agreement governed by international law and concluded in written form between:

- a) states; or
- b) one (1) or more states and one (1) or more international organizations,

whether embodied in a single instrument or in two (2) or more related instruments and whatever its particular designation;

“International Tribunal” means any international court, committee, panel, tribunal, arbitral tribunal, or other body established under an International Treaty that has competence to determine Canada's compliance with an International Legal Obligation;

“Intoxicants” means all products or substances capable of producing an intoxicated state, excluding:

- a) Liquor;

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- b) any medication or other products or substances used as prescribed or authorized by a health care professional entitled to practice under Federal Law, NWT Law, or a law of another province or territory; and
- c) products and substances not manufactured or produced for internal human consumption, unless the sale or intended use of those products or substances is a matter of public health or public safety;

“**Jurisdiction**” means the power to make laws;

“**Justice Council**” means the body established under 8.3.1 c) or 30.3.1 d);

“**Legislative Council**” means the legislative council of the Tłegóhłi Got'ine Government referred to in 8.3.1 a) or 30.3.1 a);

“**Liquor**” means any beer, cider, wine, spirits, or other product intended for human consumption having a percentage of alcohol by volume that exceeds 0.5 percent (0.5%) and which does not contain an Intoxicant;

“**Mineral**” means precious and base metals and other non-living, naturally occurring substances and includes coal and oil and gas;

“**Minister**” means the Minister of Canada or the GNWT, as the context requires, responsible for the subject matter referred to;

“**NWT**” means the Northwest Territories;

“**NWT Law**” means statutes and ordinances of the Legislative Assembly of the NWT, regulations, orders-in-council, and the common law;

“**Parties**” to this FSGA:

- a) before the Effective Date means:
 - i) the Tłegóhłi Got'ine, as represented by The Tłegohli Got'ine Government Incorporated,
 - ii) the GNWT, and
 - iii) Canada; or
- b) as of the Effective Date means:
 - i) the Tłegóhłi Got'ine Government,
 - ii) the GNWT, and

iii) Canada;

“Payments from Impact Benefit Agreements” means payments provided to the Tłegóhlį Got'ine Government with respect to actual or potential impacts on the Tłegóhlį Got'ine Government or Citizens arising from projects located off Settlement Lands or off Tłegóhlį Got'ine Government lands, but does not include payments made with respect to the purchase of goods and services provided by the Tłegóhlį Got'ine Government or an Institution of the Tłegóhlį Got'ine Government in return for the provision of goods and services in connection with those projects;

“President” means the chief councillor of the Tłegóhlį Got'ine Government referred to in 8.3.1 b) or 30.3.1 b);

“Ratification Committee” means the committee established under 7.3.1;

“Sahtu Dene and Metis Government” means a governing body for Sahtu Dene and Metis in Colville Lake, Fort Good Hope, or Tulita with powers and responsibilities as set out in self-government agreements and includes the representatives of Colville Lake, Fort Good Hope, or Tulita negotiating the recognition of their respective self-government agreements;

“Sahtu Secretariat Incorporated” means the Designated Sahtu Organization, formerly known as the Sahtu Tribal Council, that is responsible for implementing the SDMCLCA on behalf of participants, or its successor;

“SDMCLCA” means the Sahtu Dene and Metis Comprehensive Land Claim Agreement, signed on September 6, 1993;

“Settlement Lands” means for the purposes of:

- a) 8.15.1, chapters 23, 24, and 25 or 30.14.1, chapters 45, 48, and 49, the settlement lands as defined in section 2.1.1 of the SDMCLCA, or portion of those settlement lands, which are:
 - i) set out in schedule C,
 - ii) within the Tłegóhlį Administrative Area, and
 - iii) wholly or jointly held by the Tulita District Land Corporation Ltd.;
- b) chapter 28 or chapter 51, all settlement lands, as defined in section 2.1.1 of the SDMCLCA which are wholly or jointly held by the Tulita District Land Corporation Ltd.; and

- c) all other chapters, the settlement lands as defined in section 2.1.1 of the SDMCLCA, or portion of those settlement lands, which are
 - i) within the TłegóhlĪ Administrative Area, and
 - ii) wholly or jointly held by the Tulita District Land Corporation Ltd.;

“Social Housing” means public programs provided for the construction, acquisition, renovation, or rental of housing for households in need;

“Student” means an individual enrolled in grades 1 to 12;

“The Tlegohli Got'ine Government Incorporated” means that body corporate provided for in the SDMCLCA and incorporated under the *Canada Not-for-profit Corporations Act* (Canada), formerly known as the Norman Wells Land Corporation;

“TłegóhlĪ” means:

- a) for purposes of Part II, the geographic area described in the:
 - i) *Village of Norman Wells Continuation Order* made under the *Cities, Towns and Villages Act* (NWT), in force on the Effective Date, or
 - ii) order amending or replacing that *Village of Norman Wells Continuation Order* if the geographic area in that order has been changed,

which geographic area is set out for ease of reference in schedule B and shown for illustrative purpose in the map in schedule B-1; and

- b) for purposes of Part III, the geographic area described in schedule B and shown for illustrative purpose in the map in schedule B-1;

“TłegóhlĪ Administrative Area” means that area described in schedule A and shown for illustrative purposes in the map in schedule A-1;

“TłegóhlĪ Got'Īne” means the aboriginal people, the Sahtu Dene and Metis as defined in section 2.1.1 of the SDMCLCA, who are:

- a) before the Effective Date, enrolled as participants under chapter 4 of the SDMCLCA with the Sahtu community of Norman Wells; or
- b) after the Effective Date, Citizens;

“TłegóhlĬ Got'jneĚ Government” means the government of the TłegóhlĬ Got'jneĚ established by the TłegóhlĬ Got'jneĚ:

- a) recognized as the government exercising the Jurisdictions and Authorities set out in this FSGA; and
- b) the structure of which is set out in chapter 8 or 30;

“TłegóhlĬ Got'jneĚ Government Constitution” means the constitution referred to in 8.2 or 30.2, as amended from time to time;

“TłegóhlĬ Got'jneĚ Law” means laws of the Legislative Council made under the Jurisdictions provided for in this FSGA and regulations made under those laws;

“Town Council” means the council, as that term is defined in the *Cities, Towns and Villages Act* (NWT), performing the duties and functions of a municipal corporation with respect to the Town of Norman Wells;

“Town of Norman Wells” means the municipal corporation established for the community of Norman Wells under the *Cities, Towns and Villages Act* (NWT);

“Training” means practical and theoretical learning for individuals focused on developing skills for employment;

“Transition Date” means the date that Part III takes effect in accordance with 7.10.4; and

1.2 INTERPRETATION

1.2.1 In this FSGA:

- a) the use of the word “will” denotes an obligation that, unless this FSGA provides otherwise or it is otherwise clear from the context, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
- b) the use of the word "including" means "including, but not limited to" and the use of the word "includes" means "includes, but is not limited to", unless it is otherwise clear from the context;
- c) the use of the word “or” means one, some, or all of the possibilities in that provision, unless it is otherwise clear from the context;

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- d) the use of the word “and” is meant in its joint sense, meaning A and B, but not either alone;
 - e) headings and sub-headings are for convenience only and in no way affect the scope or meaning of any provisions of this FSGA;
 - f) a reference to a "chapter", "Part", or "schedule" means a chapter, Part, or schedule of this FSGA, unless it is otherwise clear from the context;
 - g) the use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context;
 - h) capitalized words and phrases have the meanings defined in 1.1.1, 28.1.1, and 51.1.1;
 - i) a reference to a statute, except if a specific year and chapter are stated, includes every amendment to, every regulation made under and any law enacted in replacement of that statute;
 - j) a reference to a board or tribunal includes any successor to that board or tribunal under Federal Law or NWT Law;
 - k) if a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings; and
 - l) an obligation to Consult specified in this FSGA does not imply any obligations in addition to those contained in the definition of "Consult" and "Consultation".
- 1.2.2 This FSGA may be examined as an aid to interpretation if there is any doubt with respect to the meaning of any Federal Law or NWT Law implementing this FSGA.
- 1.2.3 There is no presumption that ambiguous or doubtful expressions in this FSGA are to be interpreted in favour of any of the Parties.
- 1.2.4 This FSGA is the entire agreement and there is no representation, warranty, collateral agreement, or condition affecting this FSGA except as expressed in it.
- 1.2.5 An agreement reached as a result of negotiations required or permitted by the FSGA does not form part of this FSGA.

CHAPTER 2 GENERAL PROVISIONS

2.1 RECOGNITION OF THE TŁEGÓHLĮ GOT'JNEŃ GOVERNMENT

2.1.1 On the Effective Date, the Tłegóhłį Got'jneŃ Government is the government of the Tłegóhłį Got'jneŃ exercising the Jurisdictions and Authorities set out in this FSGA.

2.2 STATUS OF THIS FSGA

2.2.1 This FSGA is the self-government agreement for the Tłegóhłį Got'jneŃ under chapter 5 and appendix B of the SDMCLCA.

2.2.2 This FSGA is a treaty within the meaning of the *Constitution Act, 1982*.

2.2.3 The Parties recognize and acknowledge that this FSGA is a living treaty and provides a foundation through which the relationships among the Parties may evolve over time.

2.2.4 Nothing in this FSGA:

- a) removes from the Tłegóhłį Got'jneŃ their identity as aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982* or their identity as "Indians" within the meaning of subsection 91(24) of the *Constitution Act, 1867*; or
- b) affects the ability of the Tłegóhłį Got'jneŃ to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.

2.2.5 Nothing in this FSGA affects the rights or benefits of participants of the SDMCLCA in and to all settlement lands as defined in and provided for under the SDMCLCA.

2.3 LANGUAGE OF THIS FSGA

2.3.1 There are English and French versions of this FSGA.

2.3.2 The Tłegóhłį Got'jneŃ Government may produce a Dene Kedée version of this FSGA.

2.3.3 The English and French versions are the authoritative versions of the FSGA.

2.4 PURPOSE OF THIS FSGA

2.4.1 This FSGA implements aspects of the inherent right of self-government of the Tłegóhłį Got'ine whether the inherent right is expressed after the:

- a) Effective Date and before the Transition Date, through the Jurisdictions and Authorities of the Tłegóhłį Got'ine Government, as set out in Part II; or
- b) Transition Date, through the Jurisdictions and Authorities of the Tłegóhłį Got'ine Government, as set out in Part III.

2.4.2 This FSGA:

- a) establishes a government-to-government relationship among the Parties within the constitutional framework of Canada;
- b) provides for the transition of the Tłegóhłį Got'ine Government to the Indigenous public government described in Part III; and
- c) reflects the agreement among the Parties with respect to the scope of Jurisdictions and Authorities which may be asserted or exercised by the Tłegóhłį Got'ine Government in Part II or Part III.

2.4.3 This FSGA does not:

- a) restrict the ability of the Tłegóhłį Got'ine to participate in any future process established by Canada to implement the inherent right of self-government; or
- b) alter the Jurisdictions or Authorities of the GNWT under the *Northwest Territories Act* (Canada).

2.4.4 Nothing in this FSGA affects, recognizes, or provides any rights under the *Constitution Act, 1982*, for any aboriginal people other than the Tłegóhłį Got'ine.

2.5 RECOGNITION AND PREDICTABILITY

2.5.1 Canada and the GNWT recognize that the Tłegóhłį Got'ine have the inherent right of self-government as recognized and affirmed by section 35 of the *Constitution Act, 1982*.

2.5.2 This FSGA is intended to achieve flexibility, clarity, and predictability regarding the Exercisable Treaty Rights as part of an ongoing relationship among the Parties by setting out:

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- a) the Exercisable Treaty Rights, their attributes, geographic extent, and any limitations thereto; and
 - b) processes in chapter 5 for amendment to and periodic review of this FSGA.
- 2.5.3 Nothing in this FSGA or in the Federal Law or the NWT Law which implement this FSGA modifies or extinguishes any aspect of the inherent right of self-government of the Tłegóhlį Got'jne.
- 2.5.4 Canada and the GNWT will not assert against the Tłegóhlį Got'jne that any of their inherent right of self-government is modified, surrendered, or extinguished as a result of this FSGA or the Federal Law or the NWT Law which implements this FSGA.
- 2.5.5 As of the Effective Date:
- a) the Tłegóhlį Got'jne will, through the Tłegóhlį Got'jne Government and subject to 2.5.6, only assert and exercise the Exercisable Treaty Rights; and
 - b) Canada, the GNWT, and all other persons:
 - i) will exercise their rights, Jurisdictions, Authorities, and privileges in a manner that is consistent with this FSGA; and
 - ii) do not have any obligations to Consult with respect to any inherent right of self-government that is not an Exercisable Treaty Right, except for the matters identified in Chapter 20 and Chapter 21 or Chapter 42 and Chapter 43 of the FSGA until those matters have been addressed in the FSGA.
- 2.5.6 The Tłegóhlį Got'jne release Canada, the GNWT, and all other persons from all suits, actions, claims, proceedings, or demands of whatever kind, whether known or unknown, that the Tłegóhlį Got'jne had, have, or may have in the future relating to or arising from any act or omission:
- a) before the Effective Date that may have affected, interfered with, or infringed any aboriginal or treaty rights to self-government of the Tłegóhlį Got'jne; and
 - b) on or after the Effective Date that may have affected, interfered with, or infringed any right that 2.5.5 prevents from being asserted and exercised.

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- 2.5.7 2.5.6 includes any suits, actions, claims, proceedings, or demands based on the duty to consult with respect to the matters set out in 2.5.6.
- 2.5.8 The releases in 2.5.6 are not intended to affect any rights or recourses that the Tłegóhli Got'ine may have with respect to any suits, claims, demands, actions, or proceedings that are not based on any aboriginal rights of the Tłegóhli Got'ine.
- 2.5.9 The Parties will not challenge and will vigorously defend any challenge to the validity or legal effectiveness of the agreement by the Tłegóhli Got'ine under 2.5.5 a) of this FSGA to not assert or exercise aspects of their inherent right of self-government that are other than, or different in attributes, geographic extent, or limitations from the Exercisable Treaty Rights.

2.6 RIGHTS, BENEFITS AND PROGRAMS

- 2.6.1 Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada that are applicable to them from time to time.
- 2.6.2 Nothing in this FSGA affects the ability of:
- a) the Tłegóhli Got'ine Government and Citizens to participate in or benefit from federal or NWT programs and services for Indigenous people, in accordance with applicable general criteria; or
 - b) Citizens residing in the Tłegóhli Administrative Area to participate in programs established by Canada or the GNWT and to receive public services from Canada or the GNWT, in accordance with general criteria established for those programs or services from time to time,

to the extent that the Tłegóhli Got'ine Government has not received funding for those programs or services under a Financing Agreement.

2.7 CONSULTATION

- 2.7.1 Before introducing proposed Federal Law to the Parliament of Canada and proposed NWT Law to the Legislative Assembly of the NWT that would give effect to this FSGA, Canada and the GNWT will Consult with The Tlegohli Got'ine Government Incorporated.
- 2.7.2 Canada and the GNWT will Consult the Tłegóhli Got'ine Government before introducing any:

- a) Federal Law and NWT Law which is proposed after the Effective Date to implement the provisions of this FSGA; and
- b) proposed amendments to the Federal Law and the NWT Law which implement the provisions of this FSGA.

2.8 NEW LOCAL GOVERNMENT

2.8.1 The GNWT will Consult with the Tłegóhlį Got'jne Government if the GNWT proposes:

- a) the creation of a new local government on lands other than on Settlement Lands within the Tłegóhlį Administrative Area; and
- b) any change in the boundary of a local government that was created after Consultation under 2.8.1 a).

2.8.2 If the GNWT intends to create a new local government in the Tłegóhlį Administrative Area that would include lands, other than Settlement Lands, the Parties will consider whether the Jurisdictions and Authorities of the Tłegóhlį Got'jne Government as set out in Part III apply within the boundaries of the local government and, if the Parties agree, amend this FSGA and the Financing Agreement accordingly.

2.9 APPLICATION OF THE INDIAN ACT

2.9.1 Subject to 2.9.2, 2.9.3 and chapters 20, 21, 42, and 43, the *Indian Act* (Canada) does not apply to the Tłegóhlį Got'jne Government or Citizens.

2.9.2 Nothing in this FSGA affects the eligibility of a Citizen to be registered as an Indian under the *Indian Act* (Canada), and Canada will continue to maintain the Indian Register so long as section 5 of the *Indian Act* (Canada) remains in force.

2.9.3 Section 87 of the *Indian Act* (Canada) applies to a Citizen who is an Indian under the *Indian Act* (Canada) so long as section 87 of the *Indian Act* (Canada) remains in force.

2.10 APPLICATION OF LAWS

2.10.1 The *Canadian Charter of Rights and Freedoms* applies to the Tłegóhlį Got'jne Government, Institutions of the Tłegóhlį Got'jne Government, and Tłegóhlį Got'jne Laws.

2.10.2 Federal Law and NWT Law apply in the Tłegóhlį Administrative Area.

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- 2.10.3 The Jurisdictions and Authorities of the Tłegóhlį Got'jne Government set out in this FSGA include Jurisdictions and Authorities that are ancillary or necessarily incidental to the exercise of those Jurisdictions and Authorities.
- 2.10.4 The *Statutory Instruments Acts* (Canada) and the *Statutory Instruments Act* (NWT) do not apply to Tłegóhlį Got'jne Laws.
- 2.10.5 The Jurisdictions and Authorities of the Tłegóhlį Got'jne Government set out in this FSGA do not include Jurisdiction or Authority in relation to:
- a) criminal law, including procedures in criminal matters;
 - b) Intellectual Property;
 - c) labour relations and working conditions; and
 - d) the official languages of Canada and the NWT.
- 2.10.6 The Jurisdictions and Authorities of the Tłegóhlį Got'jne Government set out in this FSGA do not include Jurisdiction or Authorities in relation to the certification, licensing, or regulation of occupations, trades, professions, professionals, professional organizations, and societies except for the:
- a) certification of early childhood educators and childcare providers under 14.1.1 e) or 36.1.1 e);
 - b) certification of teachers under 14.1.1 e), 15.1.1 b), 36.1.1 e), or 37.1.1 b);
 - c) certification, licensing, and regulation of individuals under 11.1.1 d) or 33.1.1 d);
 - d) certification, licensing, and regulation of individuals under 12.1.1 c) or 34.1.1 c); and
 - e) certification, licensing, and regulation of individuals under 22.1.1 a) or 44.1.1 a).
- 2.10.7 Tłegóhlį Got'jne Law does not apply to Canada or the GNWT.
- 2.10.8 Nothing in Tłegóhlį Got'jne Law affects the inherent jurisdiction of the Supreme Court of the NWT, including its jurisdiction with respect to Children or legally incompetent individuals.
- 2.10.9 Nothing in this FSGA affects the application of Federal Law or NWT Law with respect to the possession, use, or regulation of firearms.

2.11 CONFLICT

- 2.11.1 In the event of a Conflict between this FSGA and a Federal Law, NWT Law, or TłegóhlĪ Got'Īne Law, this FSGA prevails to the extent of the Conflict.
- 2.11.2 In the event of a Conflict between this FSGA and the TłegóhlĪ Got'Īne Government Constitution, this FSGA prevails to the extent of the Conflict.
- 2.11.3 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA and this FSGA, the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada), or the SDMCLCA prevails to the extent of the inconsistency or Conflict.
- 2.11.4 To resolve the inconsistency or Conflict referred to in 2.11.3:
- a) the Parties may agree to amend this FSGA under chapter 5; or
 - b) the parties to the SDMCLCA may agree to amend the SDMCLCA in accordance with 3.1.26 and 5.1.4 of the SDMCLCA.
- 2.11.5 Subject to 2.11.3, in the event of a Conflict between the:
- a) Federal Law which implements this FSGA and any other Federal Law or NWT Law, the Federal Law which implements this FSGA prevails to the extent of the Conflict; and
 - b) NWT Law which implements this FSGA and any other NWT Law, the NWT Law which implements this FSGA prevails to the extent of the Conflict.
- 2.11.6 In the event of an inconsistency or Conflict between the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA and TłegóhlĪ Got'Īne Law, the *Sahtu Dene and Metis Land Claim Settlement Act* (Canada) or the SDMCLCA prevails to the extent of the inconsistency or Conflict.
- 2.11.7 Notwithstanding any other rule of priority in this FSGA, Federal Laws and NWT Laws prevail over TłegóhlĪ Got'Īne Laws to the extent of any Conflict involving a provision of a TłegóhlĪ Got'Īne Law that has a double aspect or an incidental impact on any:
- a) area of federal or NWT Jurisdiction with respect to which the TłegóhlĪ Got'Īne Government does not have Jurisdiction; or
 - b) Jurisdiction set out in this FSGA for which Federal Law or NWT Law prevails.

- 2.11.8 Notwithstanding any other rule of priority in this FSGA, Federal Law in relation to matters of overriding national importance, including:
- a) the preservation of peace, order, and good government in Canada;
 - b) the protection of human rights; or
 - c) the protection of health and safety of all Canadians,
- prevails over Tłegóhli Got'ine Law to the extent of any Conflict.

2.12 INTERNATIONAL LEGAL OBLIGATIONS

- 2.12.1 Before expressing consent to be bound by an International Treaty that would give rise to a new International Legal Obligation, Canada will Consult the Tłegóhli Got'ine Government, separately or through a forum that Canada determines is appropriate, if compliance with the new International Legal Obligation may adversely affect a right of the Tłegóhli Got'ine Government or a Citizen under this FSGA.
- 2.12.2 If Canada gives notice to the Tłegóhli Got'ine Government that Canada is of the view that a Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority may cause Canada to be unable to comply with an International Legal Obligation, Canada and the Tłegóhli Got'ine Government will discuss how Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority may be modified so that Canada would be able to comply with the International Legal Obligation.
- 2.12.3 Canada will give notice to the Tłegóhli Got'ine Government if a Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority is under consideration by an International Tribunal or an International Body.
- 2.12.4 If Canada gives notice under 2.12.3, subject to 2.12.6, Canada and the Tłegóhli Got'ine Government will collaborate in the development of the position Canada will take before an International Tribunal or an International Body with respect to the Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority.
- 2.12.5 If requested by Canada, subject to 2.12.6, the Tłegóhli Got'ine Government will contribute to the preparation of Canada's position, including by providing information, evidence, and potential witnesses in relation to the Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority that is under consideration by an International Tribunal or an International Body.

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- 2.12.6 Canada and the Tłegóhli Got'ine Government will discuss the specific ability and means of the Tłegóhli Got'ine Government to collaborate or contribute under 2.12.4 and 2.12.5.
- 2.12.7 Canada will consider the views expressed by the Tłegóhli Got'ine Government in the elaboration of its position.
- 2.12.8 Canada will consider the application of any reservations and exceptions available to Canada in developing the position it will take before an International Tribunal or an International Body.
- 2.12.9 If an International Tribunal has determined that Canada is not in compliance with an International Legal Obligation due to a Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority, the Tłegóhli Got'ine Government will modify the Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority so that Canada would be able to comply with the International Legal Obligation.
- 2.12.10 Before Canada determines whether to accept the advice, views, or recommendation of the International Body that may adversely affect a right of the Tłegóhli Got'ine Government under this FSGA, Canada will Consult with the Tłegóhli Got'ine Government, separately or through a forum that Canada determines is appropriate.
- 2.12.11 If an International Body gives advice, views, or a recommendation with respect to Canada's compliance with an International Legal Obligation due to a Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority, and Canada accepts the advice, views, or recommendation, the Tłegóhli Got'ine Government will, at the request of Canada, modify the Tłegóhli Got'ine Law or exercise of the Tłegóhli Got'ine Government Jurisdiction or Authority to ensure that Canada would be able to comply with the International Legal Obligation.
- 2.12.12 Chapter 4 does not apply to any dispute relating to the:
- a) making of any determination regarding Canada's compliance with an International Legal Obligation;
 - b) conduct of a review of any determination by an International Tribunal concerning Canada's compliance with an International Legal Obligation; or
 - c) conduct of a review of any advice, recommendation, or views by an International Body concerning Canada's compliance with an International Legal Obligation.

2.12.13 Any TłegóhlĪ Got'ine Law made under chapter 28 or chapter 51 or any exercise of the TłegóhlĪ Got'ine Government Jurisdiction or Authority is subject to and will conform with International Legal Obligations respecting taxation.

2.13 JUDICIAL DETERMINATION OF VALIDITY

2.13.1 If a court of competent jurisdiction finally determines any provision of this FSGA to be invalid or unenforceable, the:

- a) Parties will make best efforts to amend this FSGA to remedy or replace the provision; and
- b) provision is severable from this FSGA to the extent of the invalidity or unenforceability and the remainder of this FSGA will be construed, to the extent possible, to give effect to the intent of the Parties.

2.13.2 No Party will challenge, or support a challenge to, the validity of any provision of this FSGA.

2.13.3 Nothing in 2.13.2 precludes any of the Parties from invoking the dispute resolution process under chapter 4 regarding the interpretation, application, or implementation of this FSGA.

2.13.4 A breach of any provision of this FSGA by a Party does not relieve that Party or any other Party from their respective obligations under this FSGA.

2.13.5 No Party has a claim or cause of action based on a finding that any provision of this FSGA is invalid or unenforceable.

2.14 LIABILITY

2.14.1 The TłegóhlĪ Got'ine Government is not liable with respect to anything done or omitted to be done by Canada or the GNWT, or any person or body authorized by Canada or the GNWT, in the exercise of their respective Jurisdictions, Authorities, or duties which occurred before the Effective Date.

2.14.2 Canada or the GNWT is not liable with respect to anything done or omitted to be done by the TłegóhlĪ Got'ine Government, or any person or body authorized by the TłegóhlĪ Got'ine Government, in the exercise of its Jurisdictions, Authorities, or duties after the Effective Date.

2.15 DISCLOSURE OF INFORMATION

2.15.1 The TłegóhlĪ Got'ine Government may enter into agreements with Canada with respect to any one or more of the collection, protection, retention, use,

disclosure, and confidentiality of personal, general, or other information for the purpose of:

- a) administering or enforcing this FSGA or any Tłegóhlį Got'ine Law, Federal Law, or NWT Law; or
- b) carrying out a lawful investigation.

2.15.2 The Tłegóhlį Got'ine Government may enter into agreements with the GNWT with respect to the disclosure of personal information:

- a) for research purposes in accordance with the Access to Information and Protection of Privacy Act (NWT);
- b) relating to the mental or physical health of an individual in accordance with the Health Information Act (NWT)
- c) for the purpose of administering or enforcing this FSGA or any Tłegóhlį Got'ine Law, Federal Law, or NWT Law; or
- d) for the purpose of carrying out a lawful investigation.

2.15.3 For the purposes of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada), when the Tłegóhlį Got'ine Government or an Institution of the Tłegóhlį Got'ine Government gives information to any government institution as defined in the *Access to Information Act* (Canada) and the *Privacy Act* (Canada), the government institution agrees to obtain the information in confidence.

2.15.4 Canada will recommend amendments to the Parliament of Canada to add the Tłegóhlį Got'ine Government under subsection 13(3) of the *Access to Information Act* (Canada) and under subsection 19(1) of the *Privacy Act* (Canada).

2.15.5 If the Tłegóhlį Got'ine Government requests disclosure of information from Canada or the GNWT, the request will be evaluated as if it were a request by a province or a territory for disclosure provided that the Tłegóhlį Got'ine Government has:

- a) made a Tłegóhlį Got'ine Law under 8.5.1 c) and d) or 30.5.1 c) and d) which gives sufficient assurance of confidentiality; or
- b) entered into an agreement with Canada or the GNWT for the protection of confidential information.

- 2.15.6 Notwithstanding any other provision of this FSGA, Canada and the GNWT are not required to disclose any information to the Tłegóhlį Got'ine Government that:
- a) is available only to a particular provincial or territorial government or governments;
 - b) they are required or entitled to withhold under a privilege at law or under any Federal Law or NWT Law; and
 - c) a Federal Law or NWT Law allows Canada or the GNWT to disclose only if specific conditions are met and those conditions are not met.
- 2.15.7 Notwithstanding any other provision of this FSGA and subject to 2.15.8, the Tłegóhlį Got'ine Government or an Institution of the Tłegóhlį Got'ine Government is not required to disclose information that it may withhold under a privilege at law, Federal Law, NWT Law, or a Tłegóhlį Got'ine Law made under 8.5.1 or 30.5.1.
- 2.15.8 The Tłegóhlį Got'ine Government or an Institution of the Tłegóhlį Got'ine Government will disclose information in its possession or under its control if it is related to a contractual or other requirement to disclose in order to report on the use of funds that are provided by Canada or the GNWT to the Tłegóhlį Got'ine Government or an Institution of the Tłegóhlį Got'ine Government.

2.16 WAIVER

- 2.16.1 The Parties may agree that the performance in a particular instance of an obligation by a Party under this FSGA may be waived, provided the terms of the waiver, including its duration, are in writing and signed by the Parties.

2.17 DEPOSIT OF THIS FSGA

- 2.17.1 Canada will cause a copy of this FSGA and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited with:
- a) the Library of Parliament;
 - b) the Department of Crown-Indigenous Relations and Northern Affairs Canada to be included on its website;
 - c) the regional office of the Department of Crown-Indigenous Relations and Northern Affairs Canada that is situated in the Northwest Territories; and
 - d) any other places as Canada deems necessary.

2.17.2 The Minister of Executive and Indigenous Affairs will cause a copy of this FSGA and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited with:

- a) the legislative library of the GNWT;
- b) the Registrar of the Land Titles Office; and
- c) any other places as the Minister deems necessary.

2.17.3 The Tłegóhlį Got'ine Government will cause a copy of this FSGA and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited with:

- a) the main office of the Tłegóhlį Got'ine Government;
- b) the public registry referred in 8.9.2 and 30.9.2; and
- c) any other places as the Tłegóhlį Got'ine Government deems necessary.

2.18 AUTHORIZATION TO ACT

2.18.1 Each of the Parties may identify in writing to the other Parties the appropriate body or person that is authorized to act on its behalf with respect to a subject matter or provision set out in this FSGA.

2.19 NOTICE

2.19.1 Unless otherwise provided in this FSGA, a notice between or among the Parties under this FSGA must be:

- a) delivered personally or by courier;
- b) transmitted by electronic means if confirmation of receipt is given;
- c) mailed by prepaid registered post in Canada; or
- d) delivered by any other means as agreed to by the Parties.

2.19.2 A notice is considered to be given, made, or delivered, and received if:

- a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b) transmitted by electronic means and the sender receives confirmation of the transmission; or

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- c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

2.19.3 If a Party does not give an address for delivery of a particular notice, a notice will be delivered or mailed to the address of the intended recipient as set out below:

For Government of Canada
Attention: Minister of Crown-Indigenous Relations
House of Commons, Room 583, Confederation Building
Ottawa, ON
K1A 0A6

For Government of the Northwest Territories
Attention: Minister Responsible for Executive and Indigenous Affairs
Department of Executive and Indigenous Affairs
P.O. Box 1320
Yellowknife, NT
X1A 2L9

For Tłegqhł Got'ine Government
Attention: President
P.O. 69
Norman Wells, NT
X0E 0V0

2.19.4 A Party may change its address by giving a notice of the change in writing to the other Parties.

CHAPTER 3 IMPLEMENTATION

3.1 GENERAL

- 3.1.1 The implementation of this FSGA is set out in an implementation plan that:
- a) identifies implementation activities arising from the obligations set out in this FSGA, including the timeframes and responsibilities of each Party in relation to those activities;
 - b) includes a communication plan with respect to the implementation of this FSGA;
 - c) specifies how the implementation plan is to be amended, renewed, or extended;
 - d) establishes a method to determine the population of Citizens ordinarily resident in Tłegóhłj relative to the overall population of Tłegóhłj for the purposes of 6.3.1 and 31.4.1; and
 - e) addresses any other matter as the Parties may agree.

3.2 TERM OF THE IMPLEMENTATION PLAN

- 3.2.1 The first implementation plan takes effect on the Effective Date and has a term of ten (10) years or other term as the Parties may agree.
- 3.2.2 Subsequent implementation plans have a term of ten (10) years or other term as the Parties may agree.

3.3 STATUS OF THE IMPLEMENTATION PLAN

- 3.3.1 The implementation plan:
- a) does not form part of this FSGA;
 - b) does not create legal obligations, unless the Parties otherwise agree;
 - c) does not alter any rights or obligations set out in this FSGA;
 - d) is not to be used to interpret this FSGA; and
 - e) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*.

3.4 IMPLEMENTATION COMMITTEE

3.4.1 Within sixty (60) days before the Effective Date, the Parties will:

- a) establish an Implementation Committee; and
- b) each appoint one (1) representative to the Implementation Committee.

3.4.2 The Implementation Committee:

- a) makes decisions with the unanimous agreement of all representatives;
- b) is a forum for the Parties to:
 - i) discuss the implementation of this FSGA, and
 - ii) attempt to resolve any implementation issues arising among the Parties with respect to this FSGA that have been raised by one or more of the Parties;
- c) establishes procedures and rules guiding its routine operation;
- d) monitors the implementation of this FSGA and the implementation plan;
- e) meets as often as it determines is necessary to carry out its responsibilities and, in any event, meets at least once a year;
- f) gives information and advice to the Parties, including making recommendations for amendments to this FSGA;
- g) to the extent authorized by the implementation plan, makes amendments to the implementation plan;
- h) keeps a record of issues discussed and of its decisions;
- i) at the request of the Parties, coordinates a review process referred to in chapter 5;
- j) determines and reports to the Parties, on an annual basis within sixty (60) days after the last meeting referred to in 3.4.2 e), the population of Citizens ordinarily resident in Tłegóhłj relative to the overall population of Tłegóhłj using the method established under 3.1.1 d);
- k) develops the pre-Transition Date plan referred to in 6.5.3 a) and undertakes or assigns any pre-Transition Date activities as set out in the pre-Transition Date plan;

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- l) produces a report on the implementation of this FSGA as set out in 3.4.4, which covers a two (2) year period, unless the Parties otherwise agree; and
 - m) conducts any other activity as the Parties may agree.
- 3.4.3 Nothing in this FSGA authorizes the Implementation Committee to oversee or direct the TłegóhłĪ Got'ĪneĖ Government, the GNWT, or Canada in the exercise of their Jurisdictions and Authorities or the delivery of their programs and services.
- 3.4.4 The report of the Implementation Committee:
 - a) will include:
 - i) the activities that have been undertaken or completed by the Implementation Committee in the years covered by the report,
 - ii) an overview of the successes achieved in the implementation of this FSGA in the years covered by the report,
 - iii) identification of implementation issues; and
 - iv) a plan for the next two (2) years of the implementation of this FSGA, including a plan to address any implementation issues; and
 - b) may include any Party's views on its relationship with the other Parties with respect to the implementation of this FSGA.
- 3.4.5 The report will be given to the Parties within six (6) months after the end of the two (2) years covered by the report.
- 3.4.6 Each Party is responsible for the costs of the participation of its representative on the Implementation Committee.

CHAPTER 4 DISPUTE RESOLUTION

4.1 GENERAL

- 4.1.1 This dispute resolution process is intended to assist the Parties in resolving disputes that arise between or among the Parties regarding the interpretation, application, or implementation of this FSGA.
- 4.1.2 This chapter is not available for disputes relating to an agreement between or among the Parties that is ancillary, subsequent, or supplemental to this FSGA, unless the parties to that agreement have agreed that this chapter applies to that agreement.
- 4.1.3 The Party invoking the dispute resolution process and the Party or Parties identified in the notice become Disputants.
- 4.1.4 A Party who is not a Disputant is entitled to copies of all correspondence concerning the dispute between the Disputants.
- 4.1.5 The Disputants may agree to abridge or extend the time frames set out in this chapter.
- 4.1.6 Before invoking the dispute resolution process set out in this chapter, the Parties will negotiate in good faith and attempt to resolve a dispute arising out of the interpretation, application, or implementation of this FSGA.
- 4.1.7 If the Parties are unable to resolve the dispute through negotiation under 4.1.6, they will use the dispute resolution process set out in this chapter, unless the Parties otherwise agree.

4.2 NOTICE

- 4.2.1 Any notice required under this chapter will be delivered personally or by means of electronic transmission if confirmation of receipt is given.

4.3 COMMENCING LEGAL PROCEEDINGS

- 4.3.1 No Party will commence legal proceedings with respect to a dispute arising out of the interpretation, application, or implementation of this FSGA without first complying with 4.1.6 and 4.5.
- 4.3.2 Before commencing legal proceedings referred to in 4.3.1, a Party will give thirty (30) days written notice to the other Parties.

4.3.3 Notwithstanding 4.3.1 and 4.3.2, a Party may commence legal proceedings to:

- a) prevent the loss of a right to commence legal proceedings due to the expiration of a limitation period; or
- b) obtain interlocutory or interim relief that is otherwise available.

4.4 INVOKING THE PROCESS

4.4.1 A Party may invoke this dispute resolution process with written notice to the other Parties that:

- a) identifies the Parties to the dispute; and
- b) includes a brief statement of the nature of the dispute.

4.4.2 A Party that is not identified in 4.4.1 a) may become a Disputant by giving written notice to the other Parties within ten (10) days after receipt of the notice referred to in 4.4.1.

4.4.3 Within thirty (30) days after the receipt of the notice referred to in 4.4.1, each Disputant will notify the other Disputants of the name of its representative who has the authority, or direct access to an individual with the authority, to settle the dispute.

4.5 MEDIATION

4.5.1 Within sixty (60) days after receipt of the notice referred to in 4.4.1, the Disputants will attempt to agree on a mediator.

4.5.2 If the Disputants agree upon a mediator, they will jointly appoint the mediator in writing.

4.5.3 If the Disputants do not agree on a mediator, the Disputants will request that an alternative dispute organization recommend a mediator.

4.5.4 If the Disputants do not agree on a mediator recommended under 4.5.3, the Disputants will apply for a mediator to be appointed by the Supreme Court of the NWT.

4.5.5 If a dispute is referred to mediation, the Disputants will:

- a) participate in good faith in the mediation process;
- b) meet with the mediator at a time and place set by the mediator;

- c) bear their own costs of the mediation and, unless they otherwise agree, share equally all other costs of the mediation; and
 - d) attend the mediation for at least four (4) hours.
- 4.5.6 Unless the Disputants otherwise agree, the mediation commences within forty (40) days after the appointment of the mediator and the mediation will conclude within thirty (30) days after the initial meeting of the Disputants with the mediator.
- 4.5.7 The mediator will issue a report within forty-five (45) days after the conclusion of the mediation and the report will state whether the dispute was settled or not.
- 4.5.8 If the dispute is not settled through mediation, the Disputants may, on written consent, refer the issues in dispute to arbitration as set out in 4.6. If the Disputants do not consent to arbitration, any Disputant may commence legal proceedings after giving notice under 4.3.2.

4.6 ARBITRATION

- 4.6.1 Within sixty (60) days after the referral to arbitration under 4.5.8, the Disputants will attempt to agree on a single arbitrator.
- 4.6.2 If the Disputants agree upon an arbitrator, they will jointly appoint the arbitrator.
- 4.6.3 If the Disputants do not agree on an arbitrator, the Disputants will request that an alternative dispute organization recommend an arbitrator.
- 4.6.4 If the Disputants do not agree on an arbitrator recommended under 4.6.3, the Disputants will apply for an arbitrator to be appointed by the Supreme Court of the NWT.
- 4.6.5 The Disputants may agree to ask the mediator selected or appointed under 4.5 to act as the arbitrator.
- 4.6.6 Unless the Disputants otherwise agree:
- a) the arbitration commences within sixty (60) days after the appointment of the arbitrator; and
 - b) the proceedings before the arbitrator are open to the public.
- 4.6.7 The arbitrator may not question the validity, or amend or delete any provision of this FSGA.

- 4.6.8 The arbitrator will, unless the Disputants otherwise agree:
- a) decide the process and procedures for the arbitration;
 - b) decide the location for the arbitration;
 - c) decide the issues submitted to arbitration;
 - d) determine questions of law or jurisdiction or may refer those questions to the Supreme Court of the NWT;
 - e) determine all questions of fact and of procedure, including the method of giving evidence;
 - f) administer oaths or affirmations to witnesses; and
 - g) correct clerical errors in orders and arbitration awards.
- 4.6.9 The arbitrator may:
- a) provide interim relief;
 - b) provide for the payment of interest and costs; and
 - c) subpoena witnesses and order the production of documents.
- 4.6.10 The arbitrator will make a written decision, including reasons and a recital of the facts upon which the decision is based, within sixty (60) days after the termination of the arbitration hearings, unless the Disputants agree to an extension of time.
- 4.6.11 The arbitrator will give a copy of the written decision to the Disputants, interveners, and to a Party who is not a Disputant.
- 4.6.12 Each Party will make the written decision of the arbitrator available to the public on request.
- 4.6.13 The decision of the arbitrator is final and binding on the Disputants and will not be challenged by appeal or review in any court except on the grounds that the arbitrator erred in law or exceeded their jurisdiction.
- 4.6.14 The Supreme Court of the NWT has exclusive jurisdiction to hear an appeal or an application for a review of the arbitrator's decision on the grounds set out in 4.6.13.

- 4.6.15 Unless the Disputants otherwise agree or the arbitrator otherwise orders, each Disputant bears its own costs of the arbitration and an equal share of the other costs of the arbitration.
- 4.6.16 A Disputant may, after the expiration of thirty (30) days after the date of the release of an arbitration decision, award, or order or after the date set by the arbitrator for compliance, whichever is later, file a copy of the decision, award, or order in the Registry of the Supreme Court of the NWT and it will be entered as if it were a decision, award, or order of that Court and on being entered is deemed, for all purposes, enforceable as if it were an order of the Supreme Court of the NWT, except if the decision, award, or order is under appeal or review.
- 4.6.17 The record of an arbitration process is admissible as evidence in court.

4.7 INTERVENERS

- 4.7.1 An arbitrator may allow any person who is not a Disputant, on application and on terms as the arbitrator may order, to participate as an intervener in an arbitration if the interests of that person may be directly affected by the dispute.
- 4.7.2 An intervener added under 4.7.1 bears its own costs of participation and is bound by the provisions regarding costs and confidentiality set out in this chapter.

4.8 SETTLEMENT OF DISPUTE

- 4.8.1 At any time after the commencement of arbitration, but before the arbitrator issues a decision, award, or order, the Disputants may settle their dispute, in which case the process is concluded.
- 4.8.2 If a matter is settled under 4.8.1, the issue of the costs, in the absence of an agreement on costs among the Disputants and interveners, may be referred to the dispute resolution process.

4.9 CONFIDENTIALITY OF INFORMATION

- 4.9.1 Unless the Disputants otherwise agree, information disclosed in negotiation or under 4.1.4 or 4.5 will be kept confidential by:
- a) the Disputants;
 - b) the mediator; and
 - c) a Party.

- 4.9.2 In a negotiation or mediation held under this chapter, the disclosure of information by a Disputant is not a waiver of any privilege by that Disputant for purposes of any arbitration or legal proceedings.
- 4.9.3 A negotiation or mediation held under this chapter is conducted on a without prejudice basis.
- 4.9.4 All documents prepared for negotiation or mediation held under this chapter are privileged for the purposes of any arbitration or legal proceedings.
- 4.9.5 The personal notes or records of a mediator and an arbitrator are not admissible as evidence in any legal proceedings.
- 4.9.6 A mediator or an arbitrator:
- a) will not be called to give evidence in any legal proceeding; and
 - b) is not a compellable witness.

CHAPTER 5 REVIEW AND AMENDMENT

5.1 PERIODIC REVIEW

5.1.1 The Parties will conduct periodic reviews of this FSGA as follows:

- a) the first periodic review commences on a date agreed to by the Parties that is no later than the ten (10) year anniversary of the Effective Date;
- b) each subsequent periodic review of this FSGA will take place every ten (10) years on a date agreed to by the Parties ; and
- c) each periodic review concludes within one (1) year from the first meeting of the Parties, unless the Parties otherwise agree.

5.1.2 No later than six (6) months before the start of a periodic review, each Party will give notice to the other Parties of the subjects or matters in 5.1.5 they wish to discuss at the next periodic review that may be addressed through proposed amendments to this FSGA or through other measures.

5.1.3 The subjects or matters identified by the Parties under 5.1.2 constitute the list of subjects or matters that will be discussed by the Parties at the next periodic review.

5.1.4 If no Party identifies any subjects or matters under 5.1.2, the Parties waive the requirement for conducting that periodic review.

5.1.5 The Parties may identify the following subjects or matters under 5.1.2:

- a) new developments in the common law related to subjects or matters set out in this FSGA;
- b) changes to Federal Law that are related to, or may impact, subjects or matters set out in this FSGA;
- c) changes to NWT Law that are related to, or may impact, subjects or matters set out in this FSGA;
- d) changes to Federal policy that are related to, or may impact, subjects or matters set out in this FSGA;
- e) changes to GNWT policy that are related to, or may impact, subjects or matters set out in this FSGA;
- f) features of other self-government agreements in Canada that are in force, if applicable;

- g) any administrative matter that may facilitate the implementation of this FSGA; and
 - h) any other subject or matter that any Party believes pertains to this FSGA or its implementation if all parties consent.
- 5.1.6 If the Parties agree to amend this FSGA as a result of a periodic review, the Parties will give effect to the amendment in accordance with 5.3.
- 5.1.7 If a subject or matter identified by a Party as part of periodic review relates to the fiscal relationship of the Parties as it pertains to the Financial Principles chapters (Chapter 29 or Chapter 52), the review of the fiscal relationship will take place under those Financial Principles chapters.
- 5.1.8 Each Party is responsible for its own costs in relation to the periodic review, unless otherwise determined by an arbitrator.
- 5.1.9 Each Party will participate in each periodic review in good faith, which includes:
 - a) seeking to understand the views, interests, and positions of the other Parties on any subject or matter being discussed;
 - b) explaining its views, interests, and positions on any subject or matter being discussed;
 - c) providing information relevant to the discussion to the other Parties on a timely basis;
 - d) giving full and fair consideration to proposals from the other Parties; and
 - e) responding to proposals from the other Parties on a timely basis,but does not include an obligation to reach agreement on any subject or matter that is being reviewed and discussed.
- 5.1.10 During the periodic review, the Parties may consider, among other things:
 - a) whether the features described in 5.1.5 f) are based on such particular circumstances that it could not reasonably be applied to the Tłegóhłj Got'jneŃ;
 - b) whether a subject or matter proposed in 5.1.5 can be addressed in another forum, under another process, or through other arrangements, agreed to by the Parties;

- c) availability of resources and lower cost alternatives that would reasonably address the Parties' interests;
 - d) the interests and potential impact of the proposal on third parties;
 - e) any obligations that Canada or the GNWT may have to other Indigenous groups; and
 - f) other alternatives that would reasonably address the Parties' interests that do not require amendment of the treaty.
- 5.1.11 Within sixty (60) days after the conclusion of a periodic review, any Party may refer the question of whether any Party failed to participate in the periodic review in good faith to:
- a) negotiation under 4.1.6; and
 - b) if there is no resolution after that negotiation, to mediation under 4.5.
- 5.1.12 If there is no resolution after the mediation referred to in 5.1.11, a Party may refer the question to arbitration under 4.6:
- a) without the consent of the other Parties; and
 - b) on notice to the other Parties as set out in 4.4.1.
- 5.1.13 If an arbitrator determines that a Party failed to participate in a periodic review in good faith, the arbitrator has the jurisdiction to grant an award requiring that the Party that has not been acting in good faith pay:
- a) the costs of the arbitration;
 - b) the other Parties' reasonable negotiation costs in the periodic review; and
 - c) a financial penalty of up to three (3) times the costs referred to in 5.1.13 a) or b).
- 5.1.14 All discussions, negotiations, and information exchanged relating to the periodic review:
- a) are not legally binding on the Parties;
 - b) do not create financial obligations; and
 - c) are without prejudice to the respective legal positions of the Parties.

5.2 AMENDMENT RELATING TO TAXATION

5.2.1 If, within five (5) years after the Effective Date, Canada signs another self-government agreement, comprehensive land claim and self-government agreement, or tax treatment agreement that provides for tax powers that are not available to the Tłegóhłį Got'ine Government or tax exemptions that are not available to the Tłegóhłį Got'ine Government or Citizens under this FSGA or the tax treatment agreement contemplated in 8.13, at the request of the Tłegóhłį Got'ine Government, Canada and the GNWT will negotiate with the Tłegóhłį Got'ine Government with a view to amending this FSGA:

- a) to recognize equivalent tax powers for the Tłegóhłį Got'ine Government;
or
- b) provide equivalent tax exemptions to the Tłegóhłį Got'ine Government or Citizens,

taking into account the particular circumstances of this FSGA and that other self-government agreement, comprehensive land claim and self-government agreement, or tax treatment agreement.

5.3 AMENDMENT TO THE FSGA

5.3.1 Notwithstanding 5.1, the Parties may agree at any time, in writing, to amend this FSGA.

5.3.2 An amendment under 5.3.1 may include other Jurisdictions or Authorities.

5.3.3 The Parties may negotiate an orderly process for this FSGA to incorporate an Exercisable Treaty Right based on:

- a) an approach in which the Parties negotiate the inclusion of the additional right as an Exercisable Treaty Right; or
- b) another approach as may be agreed to by the Parties, subject to each Party obtaining any necessary authority.

5.3.4 Except as provided for in 5.4 and 5.5, any amendment requires the approval of the Parties as follows by:

- a) Canada, by an order of the Governor in Council;
- b) the GNWT, by an order of the Commissioner in Executive Council; and
- c) the Tłegóhłį Got'ine Government, by a resolution of the Legislative Council.

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- 5.3.5 If Federal Law is required to give effect to an amendment to this FSGA, Canada will recommend the necessary Federal Law to the Parliament of Canada and the amendment takes effect when the later of the Federal Law or any NWT Law required under 5.3.6 comes into force.
- 5.3.6 If NWT Law is required to give effect to an amendment to this FSGA, the GNWT will recommend the necessary NWT Law to the Legislative Assembly of the NWT and the amendment takes effect when the later of the NWT Law or any Federal Law under 5.3.5 comes into force.
- 5.3.7 Before introducing a proposed Federal Law referred to in 5.3.5 to the Parliament of Canada, Canada will Consult with the Tłegóhlį Got'jine Government.
- 5.3.8 Before introducing a proposed NWT Law referred to in 5.3.6 to the Legislative Assembly of the NWT, the GNWT will Consult with the Tłegóhlį Got'jine Government.
- 5.3.9 Canada and the GNWT will confer with each other concerning the proposed Federal Law referred to in 5.3.5 or proposed NWT Law referred to in 5.3.6.
- 5.3.10 If an amendment to this FSGA does not require Federal Law or NWT Law, the amendment takes effect on a date agreed to by the Parties, but if no date is set, on the date that the last Party gave its approval to the amendment.
- 5.4 AMENDMENT TO SCHEDULE B, SCHEDULE B-1, SCHEDULE 46-A, SCHEDULE 46-B, SCHEDULE 46-C, AND SCHEDULE 46-D**
- 5.4.1 The Tłegóhlį Got'jine Government and the GNWT will amend schedule B and, if practicable, schedule B-1 by written agreement to ensure that schedule B and schedule B-1 reflect:
- a) a) ii) of the definition of "Tłegóhlį"; or
 - b) a) i) of the definition of "Tłegóhlį" if:
 - i) the Tłegóhlį Got'jine Government gives to Canada and GNWT a copy of the resolution under 6.3.2 that includes an election to revert under 6.3.1 b); or
 - ii) Canada and the GNWT have consented in writing to a proposal made under 6.4.1 that includes an election to revert under 6.4.1 b).
- 5.4.2 After the Transition Date, the Tłegóhlį Got'jine Government and the GNWT may amend schedule B or schedule B-1 by written agreement.

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- 5.4.3 The Tłegóhłı Got'ine Government and the GNWT will jointly give written notification to Canada of any proposed amendments to schedule B and schedule B-1.
- 5.4.4 Following discussion with Canada, the Tłegóhłı Got'ine Government and the GNWT may amend schedule 46-C by written agreement.
- 5.4.5 The Tłegóhłı Got'ine Government and the GNWT may amend schedule 46-D by written agreement.
- 5.4.6 The Tłegóhłı Got'ine Government and the GNWT will jointly give written notification to Canada of any amendment to schedule 46-C or schedule 46-D.
- 5.4.7 Before the Transition Date, the GNWT and the Tłegóhłı Got'ine Government may, following notification to Canada, amend schedule 46-A and schedule 46-B by written agreement.

5.5 AMENDMENT TO SCHEDULE C

- 5.5.1 The Parties will amend schedule C, in accordance with 5.3, as soon as practical after:
- a) the Tłegóhłı Got'ine Government gives Canada and the GNWT a copy of a written agreement between the Tłegóhłı Got'ine Government and the Sahtu Dene and Metis Government of Tulita which confirms the Settlement Lands, including parcels 32 (Lot 1000, Quad 106 H/8, Plan 4316) and 33 (Lot 1003, Quad 96 E/5, Plan 4315), over which the Tłegóhłı Got'ine Government may exercise Jurisdiction and Authority under chapters 23, 24, and 25 or chapters 45, 48, and 49; and
 - b) with respect to parcels 32 (Lot 1000, Quad 106 H/8, Plan 4316) and 33 (Lot 1003, Quad 96 E/5, Plan 4315), the Tłegóhłı Got'ine Government also gives Canada and the GNWT a copy of a written agreement between the Tłegóhłı Got'ine Government and the Sahtu Dene and Metis Government of Fort Good Hope and the Tłegóhłı Got'ine Government and the Sahtu Dene and Metis Government of Colville Lake confirming the Tłegóhłı Got'ine Government may exercise Jurisdiction and Authority under chapters 23, 24, and 25 or chapters 45, 48, and 49 over the portions of those parcels lying within the Tłegóhłı Administrative Area.
- 5.5.2 The Parties will amend schedule C, in accordance with 5.3, as soon as practicable upon receipt of written notice from a Party advising that any Settlement Lands listed on schedule C no longer meets the definition of Settlement Lands in 1.1.1.

CHAPTER 6 TRANSITION TO INDIGENOUS PUBLIC GOVERNMENT

6.1 PRE-TRANSITION DATE ARRANGEMENTS

6.1.1 The Parties recognize that before the Transition Date, the Tłegóhłi Got'ine have an interest in having the:

- a) rights of the Tłegóhłi Got'ine under this FSGA;
- b) rights of the Tłegóhłi Got'ine under the SDMCLCA, when the Tłegóhłi Got'ine Government is acting as a Designated Sahtu Organization under 8.1.8;
- c) culture, traditions, and heritage of the Tłegóhłi Got'ine; and
- d) use of Tłegóhłi Got'ine Government lands within Tłegóhłi for residential, commercial, industrial, and traditional purposes,

considered and respected when the Town of Norman Wells exercises its powers under NWT Law, including the delivery of local services.

6.1.2 The Legislative Council and the Town Council will meet at least once in each calendar year to discuss any matter of mutual interest.

6.1.3 At a meeting referred to in 6.1.2, the Legislative Council and the Town Council may identify any matter that may be required to be raised at an open Town Council meeting.

6.1.4 Within sixty (60) days after the Effective Date, or at another time as the Tłegóhłi Got'ine Government and the Town of Norman Wells may agree, the Legislative Council and the Town Council will establish a committee consisting of:

- a) two (2) representatives of the Tłegóhłi Got'ine Government; and
- b) two (2) representatives of the Town of Norman Wells.

6.1.5 The committee will meet at least once each quarter in a calendar year to discuss:

- a) how the recognition of rights referred to in 6.1.1 a), b) and c) can best be considered and respected when the Town of Norman Wells exercises its powers;
- b) matters relating to the use of Tłegóhłi Got'ine Government lands within Tłegóhłi for residential, commercial, industrial, and traditional purposes;

- c) any issues that may be required to be raised at open Town Council meetings; and
- d) other matters as the committee agrees.

6.1.6 A Tłegóhłį Got'jne Government representative is entitled to attend open Town Council meetings and to participate in those meetings by advising the Town Council of the views of the Tłegóhłį Got'jne Government on any matter before the Town Council.

6.2 CONSULTATION ON BY-LAWS AND POLICIES

6.2.1 Before the Transition Date, the Tłegóhłį Got'jne Government may give notice to the GNWT that a proposed or existing by-law or policy of the Town of Norman Wells may adversely affect a right under:

- a) this FSGA; or
- b) the SDMCLCA, if the Tłegóhłį Got'jne Government is acting as a Designated Sahtu Organization under 8.1.8.

6.2.2 The notice referred to in 6.2.1 will include supporting documentation setting out the:

- a) right that may be adversely affected;
- b) rationale concerning how the proposed or existing by-law or policy may adversely affect that right; and
- c) steps taken to first address the concern with the committee.

6.2.3 Upon receipt of a notice under 6.2.1, the GNWT will Consult the Tłegóhłį Got'jne Government regarding any adverse effect of the proposed or existing by-law or policy.

6.2.4 In the course of Consultation under 6.2.3, if the GNWT determines that accommodation is appropriate, the GNWT will take measures it considers necessary in accordance with NWT Law or NWT policy, including disallowance of a by-law.

6.2.5 Section 85 of the *Cities, Towns and Villages Act* (NWT) does not operate to impair the ability of the GNWT under 6.2.4 to disallow a by-law or any severable part of a by-law that adversely affects a right described in the notice under 6.2.1, regardless of when that by-law received third reading.

6.3 INVOKING TRANSITION

6.3.1 When the percentage of Citizens ordinarily resident in Tłegóhłı is at least seventy percent (70%) of the overall population of Tłegóhłı, as determined under 3.1.1 d), the Tłegóhłı Got'ine Government may:

- a) pass a resolution requiring its transition to the Indigenous public government described in Part III; and
- b) in that same resolution, if an order referred to in a) ii) of the definition of "Tłegóhłı" has changed the geographic area of Tłegóhłı, elect to revert on the Transition Date to the geographic area of Tłegóhłı referred to in a) i) of the definition of "Tłegóhłı".

6.3.2 If the Tłegóhłı Got'ine Government passes a resolution under 6.3.1, it will give a copy of the resolution to Canada and the GNWT.

6.4 PROPOSAL FOR EARLY TRANSITION

6.4.1 If the percentage set out in 6.3.1 has not been reached, the Tłegóhłı Got'ine Government may:

- a) pass a resolution proposing to Canada and the GNWT its transition to the Indigenous public government described in Part III; and
- b) in that same resolution, if an order referred to in a) ii) of the definition of "Tłegóhłı" has changed the geographic area of Tłegóhłı, elect to revert on the Transition Date to the geographic area of Tłegóhłı referred to in a) i) of the definition of "Tłegóhłı".

6.4.2 A proposal under 6.4.1 may not be made more than once every ten (10) years after the date of the first proposal.

6.4.3 Canada and the GNWT will respond in writing to a proposal made under 6.4.1 within six (6) months after receipt of the resolution proposing early transition.

6.4.4 Transition of the Tłegóhłı Got'ine Government to the Indigenous public government in accordance with a proposal made under 6.4.1 requires the written consent of Canada and the GNWT.

6.5 TRANSITION PROCESS

6.5.1 Upon receipt of a resolution under 6.3.2, or if Canada and the GNWT consent in writing to a proposal made under 6.4.1, the:

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- a) GNWT will advise the Town of Norman Wells of the transition of the TłegóhlĪ Got'ĪneĖ Government to the Indigenous public government described in Part III; and
 - b) Implementation Committee will have an initial meeting to develop a pre-Transition Date plan within ninety (90) days after the:
 - i) receipt by Canada and the GNWT of the notice and resolution under 6.3.2; or
 - ii) date Canada and the GNWT give written consent to a proposal made under 6.4.1.
- 6.5.2 Unless the Parties otherwise agree, the Transition Date is no more than two (2) years after the date of the meeting referred to in 6.5.1 b).
- 6.5.3 Unless the Parties otherwise agree, within 180 days after the date of the meeting referred to in 6.5.1 b), the Implementation Committee will:
- a) conclude the pre-Transition Date plan setting out the activities required to prepare for the transition to the Indigenous public government described in Part III; and
 - b) agree on the Transition Date which will be set by federal Order-in-Council and territorial Order-in-Executive-Council.
- 6.5.4 The pre-Transition Date plan will identify the activities to be completed before the Transition Date, the time frames of these activities, and the responsibilities of each Party, if applicable, including:
- a) the conduct of the first elections of the TłegóhlĪ Got'ĪneĖ Government referred to in 6.7;
 - b) the amendment of the TłegóhlĪ Got'ĪneĖ Government Constitution in accordance with the process referred to in 8.2.1 e) to reflect the provisions of 30.2.1;
 - c) the review of existing TłegóhlĪ Got'ĪneĖ Law and TłegóhlĪ Got'ĪneĖ Government programs and services to determine which may require amendment, replacement, or termination by the TłegóhlĪ Got'ĪneĖ Government consistent with the Jurisdictions and Authorities under Part III;
 - d) the review of the tax treatment agreement referred to in 8.13.1, any Financing Agreement referred to in 29.2, and the implementation plan

referred to in 3.1.1 to determine which of these may require amendment, replacement, or termination;

- e) the review of agreements entered into under 13.2.1, 14.4.1, 15.2.1, 18.2.1, 19.2.1, 26.3.5, and 28.2.2 to determine which of these may require amendment, replacement, or termination;
- f) the development of a work plan for activities to be undertaken in collaboration with the Town of Norman Wells to prepare for the Transition Date;
- g) the development of a work plan for administrative name change activities or processes required for consistency with 6.6.1 b);
- h) the development of a communications strategy to inform Citizens and residents of the TłegóhlĪ Administrative Area of the transition to the Indigenous public government;
- i) the work necessary to effect the vesting or transfer of GNWT Lands and Town of Norman Wells lands under chapter 46 to the TłegóhlĪ Got'Īne Government;
- j) the review to determine if schedule B and schedule B-1 requires amendment; and
- k) any other matters that this FSGA requires or the Parties deem necessary.

6.6 TRANSITION TO INDIGENOUS PUBLIC GOVERNMENT

6.6.1 On the Transition Date:

- a) the Town of Norman Wells is dissolved;
- b) the TłegóhlĪ Got'Īne Government, as described in Part III, is the Indigenous public government for the geographic area titled TłegóhlĪ, as described in schedule B, which geographic area will be known for all purposes as TłegóhlĪ, unless that name is changed by the TłegóhlĪ Got'Īne Government after the Transition Date and this FSGA is amended accordingly;
- c) Part II is no longer in effect; and
- d) Part III takes effect.

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- 6.6.2 TłegóhlĪ Got'Īneᖅ Law in force on the date immediately before the Transition Date remains in force and effect until repealed and replaced in accordance with chapter 30.
- 6.6.3 By-laws of the Town of Norman Wells in force on the date immediately before the Transition Date are deemed to be TłegóhlĪ Got'Īneᖅ Law until repealed or replaced in accordance with chapter 30.
- 6.6.4 On the Transition Date, the claims, rights, titles, interests, assets, obligations, and liabilities of the:
- a) TłegóhlĪ Got'Īneᖅ Government remain claims, rights, titles, interests, assets, obligations, and liabilities of the TłegóhlĪ Got'Īneᖅ Government; and
 - b) Town of Norman Wells vest in the TłegóhlĪ Got'Īneᖅ Government.
- 6.6.5 This FSGA does not prejudice any claims or grievances the TłegóhlĪ Got'Īneᖅ Government or the Town of Norman Wells may have against Canada or the GNWT for matters that existed or arose before the Transition Date.
- 6.6.6 Nothing in 6.6.4 and 6.6.5 constitutes an admission by Canada or the GNWT of the validity of any claims of the TłegóhlĪ Got'Īneᖅ Government or the Town of Norman Wells for matters that may have existed or have arisen before the Transition Date.
- 6.6.7 As the successor government to the Town of Norman Wells, the TłegóhlĪ Got'Īneᖅ Government may pursue any rights of action concerning claims or grievances of and defend any claims or grievances against the Town of Norman Wells for matters that existed or arose before the Transition Date.
- 6.6.8 If the dispute resolution process is invoked in accordance with 4.4.1 or a process of resolution is commenced in accordance with 4.5 or 4.6 but is not completed before the Transition Date, the process continues after the Transition Date.

6.7 FIRST ELECTIONS OF THE INDIGENOUS PUBLIC GOVERNMENT

- 6.7.1 Subject to 6.7.2 to 6.7.7, the first elections for the purposes of chapter 31 for the:
- a) President and for the other members of the Legislative Council will be conducted in accordance with the *Local Authorities Elections Act* (NWT); and

- b) members of the Beneficiary Council will be conducted in accordance with TłegóhlĪ Got'jneĖ Law made under 9.1.1.
- 6.7.2 The elections referred to in 6.7.1 will be held no less than ninety (90) days before the Transition Date but the individuals elected under 6.7.1 take office on the Transition Date.
- 6.7.3 Every Canadian citizen and Citizen is eligible to vote for and nominate candidates for election to the Legislative Council in the election referred to in 6.7.1, except for the President, if that individual is:
- a) at least eighteen (18) years of age; and
 - b) ordinarily resident in the TłegóhlĪ Administrative Area for at least twelve (12) months before the election.
- 6.7.4 Every Citizen is eligible to vote for and nominate candidates for election as President in the election referred to in 6.7.1, if that Citizen is:
- a) eligible to vote for and nominate candidates for election to the Legislative Council under TłegóhlĪ Got'jneĖ Law under 9.2.1; and
 - b) ordinarily resident in the TłegóhlĪ Administrative Area for at least twelve (12) months before the election.
- 6.7.5 Every Canadian citizen and Citizen who is eligible to vote for and nominate candidates under 6.7.3 is eligible to stand for election to the Legislative Council in the election referred to in 6.7.1 a), unless that individual would not be eligible for a position on the Town Council under the *Local Authorities Elections Act* (NWT).
- 6.7.6 Every Citizen who is eligible to vote for and nominate candidates for election as President under 6.7.4 is eligible to stand for election for President in the election referred to in 6.7.1 a).
- 6.7.7 Every Citizen who is a participant under the SDMCLCA, regardless of residency, is eligible to stand for election to the Beneficiary Council in the election referred to in 6.7.1 b) if that Citizen is eligible to vote for and nominate candidates for election to the Legislative Council under TłegóhlĪ Got'jneĖ Law.

CHAPTER 7 RATIFICATION OF THIS FSGA

7.1 GENERAL

7.1.1 When the chief negotiators for each of the Parties are prepared to recommend this FSGA to their principals for ratification, they will initial and submit this FSGA to their principals for consideration of ratification in accordance with this chapter.

7.2 TŁEGÓHLĮ GOT'INĘ GOVERNMENT CONSTITUTION

7.2.1 The Tłegóhłį Got'ine Government Constitution will be submitted to the Tłegóhłį Got'ine on the date this FSGA is submitted for ratification under 7.7.

7.3 RATIFICATION COMMITTEE

7.3.1 The Parties will:

- a) on a date agreed to by the Parties, establish a Ratification Committee composed of:
 - i) two (2) individuals designated by The Tlegohli Got'ine Government Incorporated,
 - ii) one (1) individual designated by the Minister of Crown-Indigenous Relations; and
 - iii) one (1) individual designated by the Minister authorized by the Executive Council of the GNWT; and
- b) give rules to the Ratification Committee for the administration and conduct of the ratification process in accordance with this Chapter.

7.3.2 In addition to the rules referred to in 7.3.1 b), the Ratification Committee may determine its own procedures in accordance with the principles of natural justice and this chapter.

7.3.3 The Ratification Committee will:

- a) appoint a Chief Ratification Officer as soon as practicable to administer and conduct the ratification vote;
- b) not later than eighteen (18) months after the establishment of the Ratification Committee and at least forty-five (45) days before the mail-in ballots must be sent out in accordance with the rules referred to in 7.3.1 b), set the date or dates of the ratification vote, including advanced polls;

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- c) prepare and publish the preliminary voters list referred to in 7.4;
 - d) keep a written record of its decisions under 7.4.4 and 7.4.5;
 - e) publish the official voters list under 7.5;
 - f) approve the form of ballots for use in the ratification vote;
 - g) prepare ratification materials for approval by the Parties for distribution to all eligible voters;
 - h) receive from the Chief Ratification Officer a report of the final results of the ratification vote, including all ballots showing the:
 - i) number of eligible voters,
 - ii) number of ballots cast,
 - iii) number of ballots approving this FSGA,
 - iv) number of ballots not approving this FSGA,
 - v) number of ballots spoiled or rejected; and
 - vi) percentage of votes approving this FSGA; and
 - i) publish the final results referred to in 7.3.3 h) in Tłegóhli, in the City of Yellowknife and in any other location it considers appropriate.
- 7.3.4 The Ratification Committee will prepare a budget to carry out its duties and responsibilities in accordance with this chapter and the rules referred to in 7.3.1 b).
- 7.3.5 The budget referred to in 7.3.4 will be reviewed and approved by Canada and managed by the Tlegohli Got'ine Government Incorporated.
- 7.3.6 The approved budget of the Ratification Committee is paid by Canada.
- 7.3.7 The GNWT is responsible for the costs of the participation of its appointee on the ratification committee.

7.4 PRELIMINARY VOTERS LIST

7.4.1 The Ratification Committee will:

- a) prepare a preliminary list of eligible voters, being a list of every individual who is:
 - i) Tłegóhli Got'ine, as defined in 1.1.1; and
 - ii) at least eighteen (18) years of age before or on the final day of the ratification vote;
- b) set the date by which appeals under 7.4.2 must be made, which date is to be no earlier than forty-five (45) days after the mailing of the preliminary voters list; and
- c) no later than 130 days before the final day of the ratification vote:
 - i) mail the preliminary voters list, a copy of this Part, and notice of the date fixed for any appeal under 7.4.2 to all individuals on that list at the address on record with The Tłegohli Got'ine Government Incorporated; and
 - ii) publish a notice in Tłegóhli, the City of Yellowknife, and any other location it considers appropriate, indicating where to obtain information regarding an appeal under in 7.4.2.

7.4.2 An appeal may be made in writing to the Ratification Committee, no later than the date set under 7.4.1 b), by an individual whose name is:

- a) not on the preliminary voters list to have that individual's name included in the official voters list on the basis of eligibility; or
- b) on the preliminary voters list to delete the name of that individual or of another individual from the official voters list on the basis of ineligibility.

7.4.3 If an appeal is made to make a change to the preliminary voters list the Ratification Committee will obtain the most current enrolment information for the Sahtu community of Norman Wells from the Sahtu Enrolment Board established under chapter 4 of the SDMCLCA to obtain.

7.4.4 With respect to an appeal under 7.4.2, the Ratification Committee will:

- a) hear the appeal in the manner it considers appropriate;

- b) make its decision on the basis of evidence it considers credible and trustworthy; and
- c) before publishing the official voters list under 7.5.1 c), give its written decision to the appellant and, in the case of an appeal under 7.4.2 b), to the individual alleged to be ineligible.

7.4.5. Before the publication of the official voters list, the Ratification Committee will correct any errors in the preliminary voters list, other than those that can be raised under 7.4.2, if those errors are brought to its attention within the period set out in 7.4.1 b).

7.4.6 A decision of the Ratification Committee under 7.4.4 and 7.4.5 is final.

7.5 OFFICIAL VOTERS LIST

7.5.1 The Ratification Committee will:

- a) revise the preliminary voters list in accordance with the rules referred to in 7.3.1 b);
- b) give the revised preliminary voters list, including the full names of the individuals eligible to vote and their addresses on record with The Tlegohli Got'ine Government Incorporated, as the official voters list, to the Chief Ratification Officer; and
- c) publish a list of only the names of the individuals on the official voters list by:
 - i) having that list of names posted at the office of The Tlegohli Got'ine Government Incorporated,
 - ii) mailing a copy of that list of names to all individuals on the official voters list; and
 - iii) any other means as determined appropriate by the Ratification Committee.

7.6 INFORMATION CAMPAIGN

7.6.1 The Ratification Committee will:

- a) be responsible for providing eligible voters with a reasonable opportunity to review the substance and details of this FSGA; and

- b) organize meetings in Tłegóhlį, the City of Yellowknife, and any other locations it considers appropriate to give eligible voters an opportunity to discuss this FSGA with representatives of the Parties.

7.6.2 The Parties may unilaterally conduct other information or consultation meetings as required.

7.7 RATIFICATION BY THE TŁEGÓHLĮ GOT'INE

7.7.1 The Tłegóhlį Got'ine will hold a ratification vote on the date or dates set by the Ratification Committee under 7.3.3 b).

7.7.2 Ratification of this FSGA by the Tłegóhlį Got'ine consists of the:

- a) approval of this FSGA by fifty percent plus one (50% + 1) of the Tłegóhlį Got'ine voting in a ratification vote held by secret ballot and in accordance with this chapter, in which ratification vote fifty percent plus one (50% + 1) or more of the Tłegóhlį Got'ine whose names are included on the official voters list published under 7.5.1 have cast their ballots; and
- b) signing of this FSGA by the President of The Tłegohli Got'ine Government Incorporated, as authorized by the Tłegóhlį Got'ine through the ratification vote.

7.8 RATIFICATION BY THE GNWT

7.8.1 Ratification of this FSGA by the GNWT consists of:

- a) approval of this FSGA by the Executive Council of the GNWT;
- b) signing of this FSGA by a Minister authorized by the Executive Council of the GNWT; and
- c) the coming into force of NWT Law which implements this FSGA.

7.8.2 As soon as possible, the GNWT will recommend to the Legislative Assembly of the NWT that this FSGA be approved, given effect, and declared valid by NWT Law referred to in 7.8.1 c).

7.9 RATIFICATION BY CANADA

7.9.1 Ratification of this FSGA by Canada consists of:

- a) signing of this FSGA by the Minister of Crown-Indigenous Relations, duly authorized by Cabinet; and

- b) the coming into force of Federal Law which implements this FSGA.
- 7.9.2 As soon as possible, Canada will recommend to the Parliament of Canada that this FSGA be approved, given effect, and declared valid by Federal Law referred to in 7.9.1 b).
- 7.10 EFFECTIVE DATE**
- 7.10.1 This FSGA takes effect after approval by the Parliament of Canada on a date agreed to by the Parties and set by a federal order-in-council, which date is at least two (2) weeks after the order-in-council is made.
- 7.10.2 The NWT Law which implements this FSGA will provide that the FSGA takes effect on the date set in accordance with 7.10.1.
- 7.10.3 Unless otherwise specified in the Federal Law referred to in 7.9.1 b) or the NWT Law referred to in 7.8.1 c), Parts I, II, and IV take effect on the Effective Date.
- 7.10.4 Part III takes effect on the Transition Date in accordance with 6.5.3 b).

PART II

**INDIGENOUS TŁEGÓHŁI GOT'INE
GOVERNMENT**

CHAPTER 8 TŁEGÓHLĬ GOT'INE GOVERNMENT

8.1 LEGAL STATUS AND CAPACITY

- 8.1.1 The Tłegóhlĭ Got'ine Government is a legal entity with the legal capacity of a natural person.
- 8.1.2 On the Effective Date, The Tlegohli Got'ine Government Incorporated ceases to exist as a corporation under the *Canada Not-for-profit Corporations Act* (Canada).
- 8.1.3 On the Effective Date, all claims, rights, titles, interests, assets, obligations, and liabilities of The Tlegohli Got'ine Government Incorporated vest in the Tłegóhlĭ Got'ine Government.
- 8.1.4 A transfer of assets to the Tłegóhlĭ Got'ine Government under this FSGA is not taxable.
- 8.1.5 Assets referred to in 8.1.4 are deemed to have been acquired by the Tłegóhlĭ Got'ine Government at a cost equal to their fair market value on the Effective Date or the date of transfer, whichever is later.
- 8.1.6 Nothing in 8.1.3 constitutes an admission by Canada or the GNWT of the validity of any claims of The Tlegohli Got'ine Government Incorporated for matters that may have existed or have arisen before the Effective Date.
- 8.1.7 The Sahtu Secretariat Incorporated will amend the register of Designated Sahtu Organizations under 7.1.8 of the SDMCLCA by replacing “the Norman Wells Land Corporation” or “The Tlegohli Got'ine Government Incorporated” with “the Tłegóhlĭ Got'ine Government” on the Effective Date.
- 8.1.8 The Tłegóhlĭ Got'ine Government:
- a) is a Designated Sahtu Organization;
 - b) will exercise the powers and discharge the obligations of The Tlegohli Got'ine Government Incorporated, as it existed immediately before the Effective Date, as a Designated Sahtu Organization, including those with respect to the management and exercise of rights and benefits provided under the SDMCLCA to participants who are Citizens, subject to the terms, conditions, and limitations set out in the SDMCLC; and
 - c) is the Designated Sahtu Organization for the purposes of 23.5.1 of the SDMCLCA within the Tłegóhlĭ Administrative Area.

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8.1.9 The president and directors of The Tłegohli Got'ine Government Incorporated holding office on the day before the Effective Date will:

- a) take office as the President and members of the first Legislative Council of the Tłegóhłį Got'jneŲ Government on the Effective Date; and
- b) hold office until the second anniversary of the Effective Date or the declaration of the results of the first election held under Tłegóhłį Got'jneŲ Law made under 9.1, whichever is earlier.

8.2 TŁEGÓHLĮ GOT'JNEŲ GOVERNMENT CONSTITUTION

8.2.1 The Tłegóhłį Got'jneŲ Government Constitution will:

- a) confirm that the Tłegóhłį Got'jneŲ act through the Tłegóhłį Got'jneŲ Government in exercising their rights, powers, and privileges under this FSGA;
- b) set out principles to be followed by the Tłegóhłį Got'jneŲ Government in carrying out its duties, functions, and obligations, including when making Tłegóhłį Got'jneŲ Law;
- c) provide for accountability of the Tłegóhłį Got'jneŲ Government to its Citizens;
- d) provide for a process for approval by the Tłegóhłį Got'jneŲ Government of an amendment to this FSGA;
- e) provide for a process for the amendment of the Tłegóhłį Got'jneŲ Government Constitution;
- f) confirm that the *Canadian Charter of Rights and Freedoms* applies to the Tłegóhłį Got'jneŲ Government and Institutions of the Tłegóhłį Got'jneŲ Government;
- g) set out the number of elected members of the Legislative Council;
- h) set out the manner in which the President will be elected; and
- i) set out any other matters as required by the Tłegóhłį Got'jneŲ.

8.3 STRUCTURE OF THE TŁEGÓHŁJ GOT'JNE GOVERNMENT

8.3.1 The Tłegóhłj Got'jne Government consists of:

- a) the Legislative Council composed of the President and not less than four (4) but not more than eight (8) other elected members, as set out in Tłegóhłj Got'jne Government Constitution, that:
 - i) has overall responsibility for the administration of the Tłegóhłj Got'jne Government,
 - ii) will appoint the Justice Council; and
 - iii) may appoint an Executive Committee;
- b) the President who:
 - i) will preside over and be a full voting member of the Legislative Council; and
 - ii) if an Executive Committee is appointed under 8.3.1 a) iii), will preside over the Executive Committee; and
- c) the Justice Council that will:
 - i) be composed of no less than three (3) and no more than five (5) individuals appointed under 8.3.1 a) ii) for a term not exceeding four (4) years; and
 - ii) perform the duties and functions set out in chapter 26.

8.3.2 If an Executive Committee is appointed under 8.3.1 a) iii), the Executive Committee will:

- a) be composed of the President and one (1) to five (5) other individuals; and
- b) perform duties and functions assigned to it by the Legislative Council for the term of its appointment.

8.4 INSTITUTIONS OF THE TŁEGÓHŁJ GOT'JNE GOVERNMENT

8.4.1 The Tłegóhłj Got'jne Government has the Jurisdiction and Authority to establish Institutions of the Tłegóhłj Got'jne Government to administer, operate, or manage any activities that the Tłegóhłj Got'jne Government may prescribe, but if an Institution of the Tłegóhłj Got'jne Government is a

corporation, trust, society, or cooperative, that corporation, trust, society, or cooperative will be established in accordance with Federal Law or NWT Law.

8.4.2 The Jurisdiction and Authority of the Tłegóhłi Got'ine Government under 8.4.1 includes establishing Institutions of the Tłegóhłi Got'ine Government that may provide programs or services to non-Citizens under the terms and conditions as may be set out in an intergovernmental agreement under 8.12.1.

8.4.3 A Tłegóhłi Got'ine Law may provide that:

- a) an Institution of the Tłegóhłi Got'ine Government is, for all its purposes, an agent of the Tłegóhłi Got'ine Government and its powers may be exercised only as an agent of the Tłegóhłi Got'ine Government; and
- b) all property, real and personal, of an Institution of the Tłegóhłi Got'ine Government referred to in 8.4.3 a) is the property of the Tłegóhłi Got'ine Government.

8.5 OPERATION OF THE TŁEGÓHŁI GOT'INE GOVERNMENT

8.5.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority with respect to the administration, management, and operation of the Tłegóhłi Got'ine Government, including providing for:

- a) the privileges and immunities for the members of the Legislative Council consistent with those applicable to the members of the Legislative Assembly of the NWT;
- b) the limiting of personal liability of elected or appointed members, officials, employees, and agents of the Tłegóhłi Got'ine Government and Institutions of the Tłegóhłi Got'ine Government, provided that the Tłegóhłi Got'ine Government retains liability for their acts and omissions pursuant to the doctrine of vicarious liability;
- c) the collection, retention, accuracy, disposal, use, or disclosure of information about an identifiable individual by the Tłegóhłi Got'ine Government and Institutions of the Tłegóhłi Got'ine; and
- d) access to information in the custody of or under the control of the Tłegóhłi Got'ine Government and Institutions of the Tłegóhłi Got'ine Government.

8.5.2 Tłegóhłi Got'ine Law will provide for a system of financial administration for the Tłegóhłi Got'ine Government and Institutions of the Tłegóhłi Got'ine Government that is comparable to those of a government exercising similar Jurisdiction and Authority in Canada, including authority to:

- a) borrow funds;
- b) make or guarantee loans;
- c) forgive debts; and
- d) acquire or dispose of property.

8.5.3 The TłegóhlĪ Got'jne Government will provide for conflict of interest rules for elected or appointed members, officials, employees, delegates, and agents of the TłegóhlĪ Got'jne Government and Institutions of the TłegóhlĪ Got'jne Government that are comparable to those of a government exercising similar Jurisdictions and Authority in Canada.

8.5.4 The TłegóhlĪ Got'jne Government or Institutions of the TłegóhlĪ Got'jne Government will provide non-Citizens who may be directly affected by a:

- a) TłegóhlĪ Got'jne Law; or
- b) program or service delivered by the TłegóhlĪ Got'jne Government or an Institution of the TłegóhlĪ Got'jne Government,

with the opportunity to be heard and have their views considered in relation to TłegóhlĪ Got'jne Law or the delivery of the program or service.

8.5.5 The TłegóhlĪ Got'jne Government will maintain separate accounts for the revenues and expenditures relating to its activities as a Designated Sahtu Organization under 8.1.8.

8.6 LANGUAGE OF TŁEGÓHLĪ GOT'JNE GOVERNMENT LAWS

8.6.1 TłegóhlĪ Got'jne Law will be in English and may be in Dene Kedée, but the English version is authoritative.

8.7 COMING INTO FORCE OF TŁEGÓHLĪ GOT'JNE GOVERNMENT LAWS

8.7.1 TłegóhlĪ Got'jne Law comes into force at the beginning of the day after its enactment or at the time specified in that TłegóhlĪ Got'jne Law or in any other TłegóhlĪ Got'jne Law.

8.8 PROOF OF TŁEGÓHLĪ GOT'JNE GOVERNMENT LAWS AND TŁEGÓHLĪ GOT'JNE GOVERNMENT CONSTITUTION

8.8.1 In any proceeding, a copy of a TłegóhlĪ Got'jne Law certified as a true copy by a duly authorized officer of the TłegóhlĪ Got'jne Government under the official seal of the TłegóhlĪ Got'jne Government is, without proof of the signature or

official position of that officer, evidence of its enactment by the Tłegóhłi Got'ine Government.

- 8.8.2 In any proceeding, a copy of the Tłegóhłi Got'ine Government Constitution certified as a true copy by a duly authorized officer of the Tłegóhłi Got'ine Government under the official seal of the Tłegóhłi Got'ine Government is, without proof of the signature or official position of that officer, evidence of its ratification by the Tłegóhłi Got'ine.

8.9 PUBLIC REGISTER OF TŁEGÓHŁI GOT'INE GOVERNMENT LAWS

- 8.9.1 The Tłegóhłi Got'ine Government will establish procedures for the coming into force of, publication of, recording into the public register of, and public access to Tłegóhłi Got'ine Laws.
- 8.9.2 The Tłegóhłi Got'ine Government will maintain a public register of all Tłegóhłi Got'ine Laws and amendments to Tłegóhłi Got'ine Laws.

8.10 NOTIFICATION OF TŁEGÓHŁI GOT'INE GOVERNMENT LAWS

- 8.10.1 The Tłegóhłi Got'ine Government will give, at no cost and as soon as practicable, copies of all Tłegóhłi Got'ine Laws to the GNWT for information purposes.
- 8.10.2 Upon request, the Tłegóhłi Got'ine Government will give, at no cost, a certified true copy of a Tłegóhłi Got'ine Law to Canada.
- 8.10.3 When the Tłegóhłi Got'ine Government intends to enact or amend a Tłegóhłi Got'ine Law that could reasonably be expected to impact the implementation of an NWT Law, the Tłegóhłi Got'ine Government will give the GNWT reasonable notice of that intent and any relevant information to allow the Tłegóhłi Got'ine Government and the GNWT to consider program delivery implications.
- 8.10.4 No Tłegóhłi Got'ine Law is void, invalid, or unenforceable by reason of a failure to satisfy 8.10.1, 8.10.2, or 8.10.3.

8.11 ECONOMIC DEVELOPMENT

- 8.11.1 The Tłegóhłi Got'ine Government may, through the exercise of its Jurisdictions and Authorities under this FSGA:
- a) promote economic development and tourism;
 - b) establish Institutions of the Tłegóhłi Got'ine Government to increase opportunities for economic development and tourism; and

- c) establish economic development and tourism policies and programs for the Tłegóhlį Got'ine Government.

8.11.2 The Tłegóhlį Got'ine Government may exercise the rights, powers, and capacities of a Designated Sahtu Organization set out in the SDMCLCA in order to promote or participate in economic development and tourism.

8.12 INTERGOVERNMENTAL AGREEMENTS

8.12.1 The Tłegóhlį Got'ine Government and the GNWT or Canada may enter into agreements:

- a) to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery; or
- b) for information sharing, recordkeeping, or other measures as may be agreed upon.

8.12.2 An agreement referred to in 8.12.1 a) may:

- a) include other parties;
- b) provide for mechanisms for coordinating and harmonizing program and service delivery; and
- c) address any other matter the parties to the agreement consider necessary.

8.13 TAX TREATMENT AGREEMENT

8.13.1 The Parties will enter into a tax treatment agreement in relation to, among other tax related matters agreed to by the Parties, the tax treatment of the Tłegóhlį Got'ine Government and Institutions of the Tłegóhlį Got'ine Government and this tax treatment agreement takes effect on the Effective Date.

8.13.2 Canada and GNWT will recommend to the Parliament of Canada and the Legislative Assembly of the NWT, respectively, that the tax treatment agreement be given effect and force of law under Federal Law and NWT Law.

8.13.3 A tax treatment agreement concluded under 8.13.1:

- a) is not part of this FSGA;
- b) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*; and

- c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

8.14 DELEGATION

8.14.1 The Tłegóhłį Got'jne Government may delegate any of its Jurisdictions and Authorities to:

- a) Institutions of the Tłegóhłį Got'jne Government;
- b) another Indigenous government in the NWT;
- c) the GNWT;
- d) Canada; or
- e) with the written agreement of the Parties, any other legal entity in Canada.

8.14.2 Any delegation under 8.14.1 will be:

- a) made in a manner so as to retain accountability to Citizens;
- b) in writing and agreed to by the Institution of the Tłegóhłį Got'jne Government, government, or other legal entity in Canada; and
- c) revocable by the Tłegóhłį Got'jne Government.

8.14.3 The Tłegóhłį Got'jne Government may enter into written agreements to receive Jurisdiction or Authority by delegation from another government or legal entity in Canada.

CHAPTER 9 ELECTIONS FOR THE TŁEGÓHLJ GOT'JNE GOVERNMENT

9.1 JURISDICTION AND AUTHORITY

9.1.1 The Tłegóhlj Got'jne Government has Jurisdiction and Authority with respect to elections for the Tłegóhlj Got'jne Government and for those Institutions of the Tłegóhlj Got'jne Government whose members are elected.

9.1.2 The Tłegóhlj Got'jne Law made under 9.1.1 will:

- a) ensure elections are fair and open;
- b) ensure elections are conducted by secret ballot;
- c) provide for appeals relating to the process, conduct, or results of an election; and
- d) ensure that there are periodic elections for all elected positions that are not more than five (5) years apart.

9.2 ELIGIBILITY TO VOTE AND NOMINATE

9.2.1 Consistent with the Tłegóhlj Got'jne Government Constitution, Tłegóhlj Got'jne Law will provide that every Citizen is eligible to vote for and nominate candidates for election to an elected office of the Tłegóhlj Got'jne Government and any elected office of Institutions of the Tłegóhlj Got'jne Government.

9.2.2 Notwithstanding 9.2.1, Tłegóhlj Got'jne Law may provide for additional requirements on the eligibility of Citizens to vote for and nominate candidates for election to an elected office of the Tłegóhlj Got'jne Government and elected office of Institutions of the Tłegóhlj Got'jne Government, including:

- a) an age requirement that is not less than sixteen (16) years of age; and
- b) a residency requirement in the Tłegóhlj Administrative Area that does not exceed two (2) years.

9.3 ELIGIBILITY TO STAND FOR ELECTION

9.3.1 Consistent with the Tłegóhlj Got'jne Government Constitution, Tłegóhlj Got'jne Law will provide that every Citizen is eligible to stand for election to an elected office of the Tłegóhlj Got'jne Government and for any elected office of Institutions of the Tłegóhlj Got'jne Government.

- 9.3.2 Notwithstanding 9.3.1, Tłegóhłi Got'ine Law may provide for requirements on the eligibility of Citizens to stand for election, including:
- a) an age requirement that is not less than eighteen (18) years of age; and
 - b) a requirement to reside in the Tłegóhłi Administrative Area that does not exceed two (2) years.

9.4 CONFLICT

- 9.4.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 9.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 10 CITIZENSHIP

10.1 JURISDICTION AND AUTHORITY

10.1.1 The Tłegóhłi Got'jneᖅ Government has Jurisdiction and Authority with respect to who is, or who may become, a Citizen in accordance with this chapter.

10.1.2 Tłegóhłi Got'jneᖅ Law made under 10.1.1 will:

- a) include Citizenship criteria; and
- b) ensure that, as of the Effective Date, individuals enrolled as participants under chapter 4 of the SDMCLCA with the Sahtu community of Norman Wells become Citizens.

10.1.3 Individuals who were entitled, immediately before the Effective Date, to be enrolled as participants under chapter 4 of the SDMCLCA with the Sahtu community of Norman Wells have the right to become Citizens.

10.1.4 Notwithstanding 10.1.3, no individual:

- a) having citizenship under another agreement which addresses Indigenous self-government in Canada;
- b) enrolled as a participant under chapter 4 of the SDMCLCA with a Sahtu community other than the Sahtu community of Norman Wells; or
- c) on an *Indian Act* (Canada) band list, other than the Tulita Dene Band, the Fort Good Hope Band, or the Behdzi Ahda First Nation Band,

may, at the same time, be a Citizen.

10.1.5 The conferring of Citizenship upon any individual does not confer a right of entry into Canada or a right to Canadian citizenship or permanent residency in Canada.

10.2 CONFLICT

10.2.1 In the event of a Conflict between a Tłegóhłi Got'jneᖅ Law made under 10.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'jneᖅ Law prevails to the extent of the Conflict.

CHAPTER 11 LANGUAGE, CULTURE AND SPIRITUALITY

11.1 JURISDICTION AND AUTHORITY

11.1.1 The Tłegóhłi Got'jneę Government has Jurisdiction and Authority in the Tłegóhłi Administrative Area with respect to:

- a) the language and culture of the Tłegóhłi Got'jneę, including their preservation, development, and promotion;
- b) the spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę, including their preservation, development, and promotion;
- c) education in relation to the language, culture, heritage, and spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę; and
- d) certification, licensing, and regulation of individuals who teach the language, culture, laws, heritage, and spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę.

11.2 CONFLICT

11.2.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law made under 11.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

CHAPTER 12 TRADITIONAL HEALING

12.1 JURISDICTION AND AUTHORITY

12.1.1 The Tłegóhłi Got'jneę Government has Jurisdiction and Authority in the NWT with respect to:

- a) traditional healing services of the Tłegóhłi Got'jneę;
- b) the training of individuals providing the traditional healing services referred to in 12.1.1 a); and
- c) the certification, licensing, and regulation of individuals providing traditional healing services referred to in 12.1.1 a).

12.1.2 The Jurisdiction and Authority in 12.1.1 does not include:

- a) medical or health practices or practitioners requiring licensing or certification under Federal Law or NWT Law;
- b) products and substances that are regulated under Federal Law or NWT Law; and
- c) long term healthcare comprising a range of facility-based healthcare services for individuals who have reduced or no capacity for self-care that are established, funded, and supervised by the GNWT.

12.2 CONFLICT

12.2.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law made under 12.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

**CHAPTER 13 ADULT EDUCATION, TRAINING, POST-SECONDARY
EDUCATION, AND EDUCATION SUPPORT SERVICES**

13.1 JURISDICTION AND AUTHORITY

13.1.1 The Tłegóhłį Got'jne Government has Jurisdiction and Authority in the Tłegóhłį Administrative Area with respect to:

- a) Adult Education of Citizens;
- b) Training of Citizens; and
- c) post-secondary education to:
 - i) establish post-secondary education programs, services, and institutions, including the determination of curriculum; and
 - ii) regulate post-secondary education programs, services, and institutions established by the Tłegóhłį Got'jne Government.

13.1.2 The Tłegóhłį Got'jne Government has Jurisdiction and Authority in the NWT with respect to Education Support Services for Citizens.

13.2 AGREEMENTS

13.2.1 If the Tłegóhłį Got'jne Government establishes Education Support Services, the Tłegóhłį Got'jne Government and the GNWT will enter into negotiations towards reaching an agreement for the sharing of information on Citizens receiving Education Support Services.

13.3 CONFLICT

13.3.1 In the event of a Conflict between a Tłegóhłį Got'jne Law made under 13.1 and a Federal Law or NWT Law, Tłegóhłį Got'jne Law prevails to the extent of the Conflict.

CHAPTER 14 EARLY CHILDHOOD EDUCATION

14.1 JURISDICTION

- 14.1.1 The Tłegóhłį Got'jne Government has Jurisdiction and Authority in the Tłegóhłį Administrative Area with respect to the:
- a) early childhood education of Children of Citizens;
 - b) junior kindergarten and kindergarten education of Children of Citizens;
 - c) childcare of Children of Citizens;
 - d) regulation of facilities providing early childhood education, kindergarten and junior kindergarten education, and childcare referred to in 14.1.1 a) to 14.1.1 c); and
 - e) certification of individuals providing early childhood education, kindergarten and junior kindergarten education, and childcare referred to in 14.1.1 a) to 14.1.1 c).

14.2 STANDARDS

- 14.2.1 Tłegóhłį Got'jne Law made under 14.1.1 will, if establishing a program similar to the junior kindergarten or kindergarten provided by the GNWT, provide:
- a) the desired learning outcomes and other standards for that program that permit transfers of a Child to junior kindergarten, kindergarten, or grade 1 in school systems in the NWT;
 - b) teacher certification standards for junior kindergarten and kindergarten that meet or exceed territorial standards for teacher certification;
 - c) that all Children of Citizens residing in the Tłegóhłį Administrative Area who are aged four (4) years by December 31 of a school year have access to junior kindergarten education in a regular instructional setting in the Tłegóhłį Administrative Area; and
 - d) that all Children of Citizens residing in the Tłegóhłį Administrative Area who are aged five (5) years by December 31 of a school year have access to kindergarten education in a regular instructional setting in the Tłegóhłį Administrative Area.

14.3 CONSULTATION

- 14.3.1 The GNWT will Consult with the Tłegóhłi Got'ine Government before proposing changes to territorial standards for junior kindergarten and kindergarten teacher certification.

14.4 AGREEMENTS

- 14.4.1 The Tłegóhłi Got'ine Government may enter into agreements with the GNWT, another territorial government, provincial government, Canada, a school board in a territory or province, or any independent school accredited by a territory or province for the delivery of junior kindergarten and kindergarten education within the Tłegóhłi Administrative Area.

14.5 CONFLICT

- 14.5.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 14.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 15 GRADES 1 – 12 EDUCATION

15.1 JURISDICTION

15.1.1 The Tłegóhłj Got'jne Government has Jurisdiction and Authority in relation to:

- a) grades 1 – 12 education of Students who are Citizens residing in the Tłegóhłj Administrative Area;
- b) the certification of grades 1 – 12 teachers;
- c) the development of the Curriculum Framework; and
- d) setting the requirements for grade 12 graduation.

15.1.2 Tłegóhłj Got'jne Law made under 15.1.1 will provide:

- a) that all Students who are Citizens residing in the Tłegóhłj Administrative Area who are aged six (6) years by December 31 of a school year and not older than twenty-one (21) years have access to grades 1 – 12 education in a regular instructional setting in the Tłegóhłj Administrative Area;
- b) Curriculum Framework and examination and other standards that permit transfers of Students at a similar level of achievement between school systems in the NWT and permit entry to provincial and territorial post-secondary education systems; and
- c) teacher certification standards that meet or exceed territorial standards for teacher certification.

15.1.3 The Tłegóhłj Got'jne Government may create exemptions to 15.1.2 a):

- a) if a Student who is a Citizen has reached the age of sixteen (16) years and has been expelled from school;
- b) if the health, safety, or the delivery of education to that Student or other Students who are Citizens would be jeopardized by the presence of that Student in a regular instructional setting; or
- c) as determined by the Tłegóhłj Got'jne Government, after discussions with the GNWT.

15.2 AGREEMENTS

- 15.2.1 The Tłegóhłi Got'ine Government may enter into agreements with the GNWT, another territorial government, a provincial government, Canada, a school board in a territory or province, or any independent school accredited by a territory or province for the delivery of grades 1 – 12 education within the Tłegóhłi Administrative Area.

15.3 CONSULTATION

- 15.3.1 The GNWT will Consult with the Tłegóhłi Got'ine Government before proposing changes to territorial standards for teacher certification.

15.4 CONFLICT

- 15.4.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 15.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 16 ADOPTION

16.1 JURISDICTION AND AUTHORITY

16.1.1 The Tłegóhlį Got'ine Government has Jurisdiction and Authority in the NWT with respect to the adoption of Children of Citizens.

16.1.2 A Tłegóhlį Got'ine Law made under 16.1.1 will require that the Tłegóhlį Got'ine Government seek consent from the individual or individuals having lawful custody of the Child to the application of Tłegóhlį Got'ine Law if the Child:

- a) has a parent who is subject to an adoption law exercised through another Indigenous self-government agreement in Canada; or
- b) resides outside the Tłegóhlį Administrative Area.

16.1.3 Tłegóhlį Got'ine Law made under 16.1.1:

- a) will provide that the best interests of the Child are paramount in determining whether an adoption takes place;
- b) will require that notice be given to and consent sought from a parent and a person having lawful custody of the Child to a proposed adoption of the Child;
- c) will give the individual or individuals who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parent or parents; and
- d) may, if a parent does not have lawful custody of the Child to be adopted, give that parent the opportunity, if practicable, to express a preference for the adoptive parents.

16.2 INFORMATION SHARING

16.2.1 If the Tłegóhlį Got'ine Government exercises Jurisdiction and Authority under 16.1.1, the Tłegóhlį Got'ine Government will give Canada copies of records of all adoptions of Children who are registered under the *Indian Act* (Canada) occurring under Tłegóhlį Got'ine Law.

16.3 COURT PROCEEDINGS

16.3.1 An individual who has adopted a Child under Tłegóhlį Got'ine Law made under 16.1.1 may apply to the Supreme Court of the NWT to issue a declaratory order that the adoption has occurred.

16.4 CONFLICT

- 16.4.1 In the event of a Conflict between a TłegóhlĪ Got'jneĖ Law made under 16.1.1 and a Federal Law or NWT Law, TłegóhlĪ Got'jneĖ Law prevails to the extent of the Conflict.

CHAPTER 17 CHILD AND FAMILY SERVICES

17.1 LEGISLATIVE AUTHORITY

17.1.1 In accordance with *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada), the Tłegóhlį Got'įne Government has jurisdiction, including legislative authority, in relation to Child and Family Services.

17.1.2 Subject to 17.3.1, a law made by the Tłegóhlį Got'įne Government within the framework of *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada) is not a Tłegóhlį Got'įne Law.

17.2 NOTICE

17.2.1 Until the Tłegóhlį Got'įne Government makes a law under 17.1.1, the GNWT will give notice to the Tłegóhlį Got'įne Government:

- a) of any court application it may make with respect to any Child who is a Citizen or who is entitled to be a Citizen under Tłegóhlį Got'įne Law who may be in need of protection under NWT Law and the Tłegóhlį Got'įne Government is entitled to:
 - i) appear and make representations respecting the best interests of that Child,
 - ii) receive, as a party to that application, a copy of the decision made on that application; and
 - iii) notice of any further court proceedings brought by the GNWT under NWT Law with respect to that Child; and
- b) before making a decision to place the Child referred to in 17.2.1 a) for adoption under NWT Law and the Tłegóhlį Got'įne Government is entitled to:
 - i) make representations to the GNWT respecting the best interests of that Child; and
 - ii) notification of the GNWT's decision whether to place that Child for adoption under NWT Law; and
- c) regarding a proposed placement of the Child referred to in 17.2.1 a) with an approved applicant and the Tłegóhlį Got'įne Government is entitled to:

- i) make representations to the GNWT respecting the best interests of that Child; and
- ii) notification of the GNWT's decision to place that Child with an approved applicant.

17.2.2 The Tłegóhłi Got'ine Government will give notice to the GNWT when it has made a law under 17.1.1.

17.3 CHANGES TO THE ACT

17.3.1 In the event that:

- a) *An Act respecting First Nations, Inuit and Metis children, youth and families (Canada)* is amended, repealed, replaced, or is finally determined by a court of competent jurisdiction to be, in whole or in part, of no force or effect; and
- b) as a result of that amendment, repeal, or replacement, an existing law made under 17.1.1 is finally determined by a court of competent jurisdiction to be, in whole or in part, of no force or effect,

that law is deemed to be a Tłegóhłi Got'ine Law which applies within the NWT.

17.3.2 A law deemed to be a Tłegóhłi Got'ine Law under 17.3.1 remains in force and effect:

- a) while the Parties negotiate to amend this FSGA to include, as an Exercisable Treaty Right, Jurisdiction and Authority in relation to Child and Family Services; and
- b) until the Tłegóhłi Got'ine Government enacts a Tłegóhłi Got'ine Law under that Jurisdiction to replace the deemed law.

17.3.3 The amendment referred to in 17.3.2 a) will be made within five (5) years after the event referred to in 17.3.1 b), or a longer period as the Parties may agree upon in writing after considering the best interests of the affected Children and families, and the Tłegóhłi Got'ine Law referred to in 17.3.2 b) will be made as soon as practicable after that amendment is made.

17.3.4 For greater certainty:

- a) any law which is deemed to be a Tłegóhłi Got'ine Law under 17.3.1 applies concurrently with NWT Law; and

- b) 2.10.7 applies to any law which is deemed to be a Tłegóhlį Got'jneĚ Law under 17.3.1.

17.4 CONFLICT

- 17.4.1 Subject to 17.3.4, in the event of a Conflict between a law deemed to be a Tłegóhlį Got'jneĚ Law under 17.3.1 and a Federal Law, other than sections 10 to 15 of *An Act Respecting First Nations, Inuit and Metis children, youth and families* (Canada) and the provisions of the *Canadian Human Rights Act* (Canada), and NWT Law, the law deemed to be a Tłegóhlį Got'jneĚ Law prevails to the extent of the Conflict.

CHAPTER 18 INCOME SUPPORT

18.1 JURISDICTION AND AUTHORITY

- 18.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority with respect to Income Support for Citizens in the Tłegóhłi Administrative Area.
- 18.1.2 The Jurisdiction and Authority set out in 18.1.1 does not include setting residency conditions in relation to being eligible for Income Support.

18.2 AGREEMENTS

- 18.2.1 If the Tłegóhłi Got'ine Government is providing Income Support under 18.1.1, the Tłegóhłi Got'ine Government and the GNWT will enter into negotiations towards reaching an agreement for the sharing of information respecting the Citizens who are receiving Income Support.

18.3 CONFLICT

- 18.3.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 18.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 19 SOCIAL HOUSING

19.1 JURISDICTION AND AUTHORITY

19.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority in the Tłegóhłi Administrative Area with respect to Social Housing for Citizens.

19.1.2 The Jurisdiction and Authority set out in 19.1.1 does not include:

- a) Landlord-tenant relations; and
- b) building and construction codes.

19.2 AGREEMENTS

19.2.1 If the Tłegóhłi Got'ine Government exercises its Jurisdiction under 19.1.1, the Tłegóhłi Got'ine Government and the GNWT will enter into negotiations towards reaching agreements regarding the sharing of information, including to enable Social Housing clients to retain Social Housing benefits and any associated liabilities when transferring between a Tłegóhłi Got'ine Government Social Housing program and a GNWT Social Housing program.

19.3 CONFLICT

19.3.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 19.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 20 GUARDIANSHIP AND TRUSTEESHIP

20.1 JURISDICTION AND AUTHORITY

20.1.1 Following the tenth (10th) anniversary of the Effective Date and at a time agreed to by the Parties, the Parties will address the subjects of guardianship and trusteeship.

20.1.2 Any property of a Citizen that was under the administration of the Minister of Indigenous Services Canada under the *Indian Act* (Canada) on the Effective Date continues to be administered under the *Indian Act* (Canada) after the Effective Date.

CHAPTER 21 WILLS AND ESTATES

21.1 JURISDICTION AND AUTHORITY

21.1.1 Following the tenth (10th) anniversary of the Effective Date and at a time agreed to by the Parties, the Parties will address the subjects of wills and estates.

21.1.2 Any property of a Citizen that was under the administration of the Minister Indigenous Services Canada under the *Indian Act* (Canada) on the Effective Date continues to be administered under the *Indian Act* (Canada) after the Effective Date.

CHAPTER 22 MARRIAGE

22.1 JURISDICTION AND AUTHORITY

22.1.1 The TłegóhlĪ Got'ine Government has Jurisdiction and Authority in the TłegóhlĪ Administrative Area with respect to the solemnization of marriage, including:

- a) appointing, certifying, licensing, and regulating individuals who may perform marriages;
- b) establishing a registry of individuals authorized to perform marriages;
- c) setting the rights, duties, and responsibilities of individuals permitted to perform marriages;
- d) authorizing the form and content of marriage licences and marriage certificates;
- e) appointing the issuers of marriage licences and marriage certificates; and
- f) setting fees and requirements for a marriage licence.

22.1.2 The TłegóhlĪ Got'ine Government has Jurisdiction and Authority with respect to the prohibition of marriage between individuals related in specified degrees by consanguinity, affinity, or adoption that are in addition to the federal requirements contained in the *Marriage (Prohibited Degrees) Act* (Canada).

22.1.3 A marriage solemnized in accordance with TłegóhlĪ Got'ine Law is dissolved only by a decree of divorce issued under the *Divorce Act* (Canada) or by an adjudication of nullity by a court of competent jurisdiction.

22.1.4 The TłegóhlĪ Got'ine Government will maintain a registry of all marriage certificates issued under TłegóhlĪ Got'ine Law.

22.2 VALIDITY

22.2.1 Marriages conducted in accordance with TłegóhlĪ Got'ine Law will be recognized under Federal Law and NWT Law.

22.2.2 Marriages conducted in accordance with NWT Law or marriages otherwise recognized as valid in Canada will be recognized under TłegóhlĪ Got'ine Law.

22.3 CONFLICT

- 22.3.1 Subject to 22.3.2, in the event of a Conflict between a Tłegóhłi Got'ine Law made under 22.1 and a Federal Law, the Federal Law prevails to the extent of the conflict.
- 22.3.2 Section 4 of the *Marriage (Prohibited Degrees) Act* (Canada) does not operate to impair the validity or operation of a Tłegóhłi Got'ine Law made under 22.1.2.
- 22.3.3 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 22.1 and an NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the conflict.

CHAPTER 23 SETTLEMENT LANDS

23.1 JURISDICTION AND AUTHORITY

23.1.1 The Tłegóhłı Got'ine Government has Jurisdiction and Authority with respect to the use, management, administration, control, and protection of Settlement Lands set out in schedule C, including:

- a) Jurisdiction and Authority of a municipal nature in relation to the licensing of businesses, business activities, and persons engaged in business on Settlement Lands;
- b) trespass on Settlement Lands;
- c) subject to 23.1.7 b), the power to require that a person obtain a permit, licence, or other authorization from the Board provided that the *Mackenzie Valley Land Use Regulations (Canada)* or the *Waters Act (NWT)* do not require a permit, licence, or other authorization for the use of Settlement Lands;
- d) controlling or prohibiting the transport, sale, manufacture, or use of weapons on Settlement Lands; and
- e) giving written policy direction to the Board in relation to the use of Settlement Lands.

23.1.2 Decisions of the Board are subject to a policy direction given under 23.1.1 e) to the extent that compliance with that policy direction can be accommodated within the Board's approved budgets, while discharging its budgeted-for activities.

23.1.3 A policy direction given under 23.1.1 e) does not apply to applications pending before the Board at the time the policy direction is given.

23.1.4 Before giving a policy direction to the Board or making any Tłegóhłı Got'ine Law with respect to the use of Settlement Lands, the Tłegóhłı Got'ine Government will confer with the Minister and the Board.

23.1.5 The Board will Consult the Tłegóhłı Got'ine Government before issuing, amending, or renewing any licence, permit, or authorization for a use of Settlement Lands or waters overlying those Settlement Lands.

23.1.6 The regulation of land, water, and the environment on Settlement Lands will be carried out within the regulatory framework set out in the SDMCLCA, Federal Law, and NWT Law.

23.1.7 The Jurisdiction and Authority set out in:

- a) 23.1.1 does not include matrimonial property, including matters relating to family property addressed in the *Family Law Act* (NWT); and
- b) 23.1.1 c) does not apply to a person who:
 - i) has a right to prospect or explore for Minerals and to locate claims on lands described in 19.1.2 a) of the SDMCLCA; and
 - ii) does not require a Type A or Type B permit under the *Mackenzie Valley Land Use Regulations* (Canada) or a water licence under the *Waters Act* (NWT).

23.2 CONFLICT

- 23.2.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 23.1.1 a), b), or c) and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.
- 23.2.2 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 23.1.1 d) and a Federal Law or NWT Law, the Federal Law or the NWT Law prevails to the extent of the Conflict.
- 23.2.3 In the event of a Conflict between a policy direction given by the Minister and a policy direction given by the Tłegóhłi Got'ine Government under 23.1.1 e), the policy direction given by the Tłegóhłi Got'ine Government prevails to the extent of the Conflict.
- 23.2.4 In the event of a Conflict between a policy direction given by the Minister or the Tłegóhłi Got'ine Government and the provisions of a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 24 GAMING AND GAMBLING

24.1 GENERAL

- 24.1.1 The consent of the Tłegóhlį Got'jneę Government is required for any licence or approval of gaming or gambling on:
- a) Settlement Lands set out in schedule C; or
 - b) Sahtu municipal lands, as that term is defined in section 2.1.1 of the SDMCLCA.
- 24.1.2 The written consent under 24.1.1 may include terms and conditions provided that those terms and conditions are consistent with Federal Law and NWT Law.
- 24.1.3 Nothing in this FSGA will be construed to restrict the ability of the Tłegóhlį Got'jneę Government to participate in the regulation, conduct, or management of gaming and gambling permitted under any Federal Law or NWT Law.

CHAPTER 25 LIQUOR AND INTOXICANTS

25.1 JURISDICTION AND AUTHORITY - LIQUOR

25.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor on Settlement Lands set out in schedule C.

25.1.2 The Jurisdiction and Authority set out in 25.1.1 does not include the:

- a) manufacturing of Liquor;
- b) importing of Liquor into the NWT;
- c) distributing of Liquor within the NWT; and
- d) exporting of Liquor.

25.2 CONFLICT - LIQUOR

25.2.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 25.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

25.3 JURISDICTION AND AUTHORITY – INTOXICANTS

25.3.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority on Settlement Lands set out in schedule C in relation to the:

- a) prohibition or control of the non-commercial distribution or consumption of Intoxicants; and
- b) prohibition of retail sale of Intoxicants.

25.3.2 The Jurisdiction and Authority set out in 25.3.1 does not include the:

- a) production of Intoxicants;
- b) import and export of Intoxicants;
- c) non-retail sale of Intoxicants; and
- d) distribution of Intoxicants.

25.4 CONFLICT – INTOXICANTS

- 25.4.1 If there is a Conflict between a Tłegóhłj Got'ine Law made under 25.3.1 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 26 JUSTICE

26.1 INDEPENDENCE OF THE JUSTICE COUNCIL

26.1.1 In exercising Jurisdiction and Authority under chapter 8, the Tłegóhłi Got'ine Government will provide for the independence of the Justice Council in relation to the appointment, functions, compensation, accountability, and financial management of the Justice Council.

26.2 SANCTIONS

26.2.1 Subject to 26.2.2, the Tłegóhłi Got'ine Government has Jurisdiction and Authority to provide for the imposition of sanctions as a consequence of a violation of Tłegóhłi Got'ine Law.

26.2.2 Subject to 28.2.4, the sanctions imposed for a violation of Tłegóhłi Got'ine Law will not exceed:

- a) for a term of imprisonment, the term imposed under the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater;
- b) for a fine for an individual, the amount set out in the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater; and
- c) for a fine for a corporation, \$10,000 or the amount set out in the *Criminal Code* (Canada) or in NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater.

26.2.3 Tłegóhłi Got'ine Law may create alternative sanctions that are consistent with the culture and values of the Tłegóhłi Got'ine, provided that those sanctions are not imposed on an offender without their consent. If a victim's participation is required for the sanction to be carried out, the victim's consent is required.

26.3 ENFORCEMENT

26.3.1 The Tłegóhłi Got'ine Government is responsible for the enforcement of Tłegóhłi Got'ine Laws.

26.3.2 The Tłegóhłi Got'ine Government has Jurisdiction and Authority to:

- a) appoint officers who:
 - i) are responsible for the enforcement of Tłegóhłi Got'ine Law; and

ii) have powers of enforcement not exceeding those provided by Federal Law or NWT Law for officers enforcing similar laws in the NWT; and

b) enter into agreements with the GNWT or Canada to provide for the enforcement of Tłegóhlį Got'ineę Law.

26.3.3 The Tłegóhlį Got'ineę Government will:

a) ensure that enforcement officers appointed by the Tłegóhlį Got'ineę Government are trained to carry out their duties having regard to recruitment, selection, and training standards for other enforcement officers carrying out similar duties in the NWT; and

b) establish and implement procedures for responding to complaints against its enforcement officers.

26.3.4 Jurisdiction and Authority under 26.3.2 does not include the Jurisdiction and Authority to:

a) establish a police force, regulate police activities, or appoint police officers or peace officers; or

b) authorize the acquisition, possession, transport, carrying, or use of a firearm, ammunition, prohibited weapon, or prohibited device as these terms are defined in Part III of the *Criminal Code* (Canada).

26.4 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES

26.4.1 The Tłegóhlį Got'ineę Government has Jurisdiction and Authority with respect to the enforcement of Tłegóhlį Got'ineę Law to establish:

a) alternative measures similar to those provided for in the *Criminal Code* (Canada); and

b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act* (Canada),

to deal with persons accused of offences created under Tłegóhlį Got'ineę Law.

26.5 PROSECUTIONS

26.5.1 The Tłegóhlį Got'ineę Government is responsible for the prosecution of violations of Tłegóhlį Got'ineę Law before the courts of the NWT.

26.5.2 The Tłegóhlį Got'ineę Government has Jurisdiction and Authority to:

- a) appoint individuals; or
- b) enter into agreements with appropriate prosecution services,

to prosecute violations of Tłegóhłi Got'jneŃ Law, in a manner that is consistent with the principles of prosecutorial independence.

26.6 ALTERNATIVE DISPUTE RESOLUTION

26.6.1 The Tłegóhłi Got'jneŃ Government may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.

26.6.2 Nothing in 26.6.1 restricts the right of any person to resolve a dispute through the courts.

26.7 APPEAL AND REHEARING OF DECISIONS

26.7.1 Tłegóhłi Got'jneŃ Law:

- a) will provide for a right of appeal or a right to seek a rehearing to persons who are directly affected by decisions of the Tłegóhłi Got'jneŃ Government and Institutions of the Tłegóhłi Got'jneŃ Government made under Tłegóhłi Got'jneŃ Law; and
- b) may establish the appropriate appeal and rehearing procedures and mechanisms.

26.8 JUSTICE COUNCIL

26.8.1 The Justice Council will:

- a) administer sanctions referred to in 26.2.3;
- b) administer alternative measures and extra-judicial measures referred to in 26.4.1;
- c) perform the dispute resolution functions referred to in 26.6.1;
- d) hear appeals or conduct rehearings referred to in 26.7.1; and
- e) exercise other duties and functions assigned to it under Tłegóhłi Got'jneŃ Law.

26.9 COURTS

- 26.9.1 The Territorial Court of the NWT will hear and determine a civil matter arising under Tłegóhlį Got'jneŃ Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT under Federal Law or NWT Law.
- 26.9.2 A judge of the Territorial Court of the NWT or a Justice of the Peace will hear and determine a violation of Tłegóhlį Got'jneŃ Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT or a Justice of the Peace under Federal Law or NWT Law.
- 26.9.3 The Supreme Court of the NWT will hear appeals of decisions of the Territorial Court of the NWT or a Justice of the Peace in relation to Tłegóhlį Got'jneŃ Law.
- 26.9.4 The Supreme Court of the NWT will hear and determine a:
- a) civil matter arising under Tłegóhlį Got'jneŃ Law that does not fall under the jurisdiction of the Territorial Court of the NWT under 26.9.1; and
 - b) challenge to Tłegóhlį Got'jneŃ Law.
- 26.9.5 A Tłegóhlį Got'jneŃ Law may be enforced by applying to the Supreme Court of the NWT for any available remedy under NWT Law.
- 26.9.6 The Supreme Court of the NWT has exclusive jurisdiction to hear an application for judicial review of an administrative decision of the Tłegóhlį Got'jneŃ Government or Institutions of the Tłegóhlį Got'jneŃ Government.
- 26.9.7 No application for judicial review may be brought until all procedures for appeal or review provided under Tłegóhlį Got'jneŃ Law applicable to the administrative decision are exhausted.
- 26.9.8 Any matter arising under Tłegóhlį Got'jneŃ Law which is taken before any territorial court is subject to the applicable rules of court and the ability of the court to control its process.

26.10 ADMINISTERING SANCTIONS

- 26.10.1 The GNWT is responsible for administering fines or terms of probation or imprisonment imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhlį Got'jneŃ Law in the same manner as those imposed for violations of Federal Laws and NWT Laws.

26.10.2 The GNWT will pay to the Tłegóhłi Got'jneę Government the proceeds of fines imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłi Got'jneę Law.

26.10.3 The Tłegóhłi Got'jneę Government is responsible for administering:

- a) sanctions created under 26.2.3;
- b) the alternative measures established under 26.4.1 a); and
- c) the extra-judicial measures under 26.4.1 b).

26.11 CONFLICT

26.11.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law made under this Chapter and a Federal Law or NWT Law, the Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

CHAPTER 27 TŁEGÓHLĪ GOT'INE GOVERNMENT LANDS

27.1 THE TLEGOHLI GOT'INE GOVERNMENT INCORPORATED LANDS

27.1.1 On the Effective Date:

- a) all lands held in fee simple by The Tlegohli Got'ine Government Incorporated; and
- b) all other interests in land held by The Tlegohli Got'ine Government Incorporated,

vest in the TłegóhlĪ Got'ine Government subject to any existing interests.

27.1.2 On or as soon as practicable after the Effective Date, the TłegóhlĪ Got'ine Government will apply for the issuance of certificates of title under the *Land Titles Act* (NWT) for lands vesting in the TłegóhlĪ Got'ine Government under 27.1.1 a).

27.1.3 The TłegóhlĪ Got'ine Government will not pay any tax, similar charge, or registration fee under the *Land Titles Act* (NWT) with respect to the vesting of lands under 27.1.1 a) and issuance of any certificate of title to those lands in or to the TłegóhlĪ Got'ine Government.

27.1.4 Lands vested pursuant to 27.1.1 a) are not lands reserved for the Indians within the meaning of subsection 91(24) of the *Constitution Act, 1867* or reserves within the meaning of section 2 of the *Indian Act* (Canada).

CHAPTER 28 TAXATION

28.1 DEFINITIONS

28.1.1 In this chapter:

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

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

28.2 JURISDICTION AND AUTHORITY

28.2.1 The Tłegóhli Got'ine Government has Jurisdiction and Authority with respect to Direct taxation of Citizens within Tłegóhli and within Settlement Lands in order to raise revenue for Tłegóhli Got'ine Government purposes.

28.2.2 From time to time, at the request of the Tłegóhli Got'ine Government, Canada and the GNWT, together or separately, may negotiate and attempt to reach an agreement with the Tłegóhli Got'ine Government respecting the:

- a) extent to which the Jurisdiction and Authority under 28.2.1 may be extended to apply to Persons other than Citizens within Tłegóhli and within Settlement Lands; and
- b) manner in which the Tłegóhli Got'ine Government tax system will be coordinated with federal or GNWT tax systems, including the:
 - i) amount of tax room that Canada or the GNWT may be prepared to vacate in favour of taxes imposed by the Tłegóhli Got'ine Government; and
 - ii) terms and conditions under which Canada or the GNWT may administer, on behalf of the Tłegóhli Got'ine Government, taxes imposed by the Tłegóhli Got'ine Government.

28.2.3 An agreement under 28.2.2 may address the coordination, within Settlement Lands, of the Tłegóhli Got'ine Government's tax system with a tax system of another Sahtu Dene and Metis self-government established under a self-government agreement.

- 28.2.4 Notwithstanding 26, an agreement under 28.2.2 may provide or enable a Tłegóhlį Got'jne Law to provide for:
- a) fines or terms of imprisonment under a Tłegóhlį Got'jne Law in relation to taxation that are greater than the limits set out in 26.2.2; and
 - b) other measures related to the administration, enforcement, adjudication, and appeal of matters in relation to taxation.
- 28.2.5 The Jurisdiction and Authority under 28.2.1 does not limit the taxation Jurisdiction and Authority of Canada or the GNWT.
- 28.2.6 An agreement concluded under 28.2.2:
- a) is not part of this FSGA;
 - b) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*; and
 - c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

CHAPTER 29 FINANCIAL PRINCIPLES

29.1 FISCAL ARRANGEMENTS

- 29.1.1 The government-to-government relationship referred to in this FSGA includes the establishment of a new intergovernmental fiscal relationship between Canada and Tłegóhłį Got'jne Government in which they agree to work together to develop Fiscal Arrangements that ensure that the Tłegóhłį Got'jne Government has access to sufficient fiscal resources to meet its Expenditure Need as it evolves from time to time.
- 29.1.2 The new intergovernmental fiscal relationship described in 29.1.1 will be implemented through Fiscal Arrangements.
- 29.1.3 The Parties are committed to the principle that Fiscal Arrangements be reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.
- 29.1.4 The Parties acknowledge that they each have a role in supporting the Tłegóhłį Got'jne Government, through direct or indirect financial support or through access to public programs and services, which may be set out in Fiscal Arrangements.

29.2 FINANCING AGREEMENT

- 29.2.1 The first Fiscal Arrangement between Canada and the Tłegóhłį Got'jne Government is a Financing Agreement which:
- a) takes effect on the date set out in that Financing Agreement; and
 - b) will address each of their responsibilities with respect to the Federally Supported Services, Functions, or Activities of the Tłegóhłį Got'jne Government or as identified in the Financing Agreement.
- 29.2.2 A Financing Agreement between the GNWT and the Tłegóhłį Got'jne Government takes effect on the date set out in that Financing Agreement and will address each of their responsibilities with respect to Jurisdictions exercised and program and service responsibilities assumed by the Tłegóhłį Got'jne Government.
- 29.2.3 A Financing Agreement under 29.2.1 or 29.2.2 will set out:
- a) the manner in which transfer payments may be adjusted during the term of the Financing Agreement;
 - b) accountability requirements;

- c) procedures for resolving disputes related to the implementation or interpretation of the Financing Agreement;
 - d) how transfer payments from Canada are calculated and made, including how the Tłegóhłi Got'jne Government's fiscal capacity is considered toward its Expenditure Need;
 - e) how transfer payments from the GNWT are calculated and made;
 - f) the term of the Financing Agreement;
 - g) the process for the amendment, renewal, or termination of the Financing Agreement; and
 - h) any other provisions agreed to by the parties to a Financing Agreement.
- 29.2.4 In circumstances where the Tłegóhłi Got'jne Government's own fiscal capacity is considered in a Fiscal Arrangement, the parties to that Fiscal Arrangement will not consider:
- a) proceeds from the sale or expropriation of any Settlement Lands, as that term is defined in section 2.1.1 of the SDMCLCA, provided to the Tłegóhłi Got'jne Government, including proceeds provided by the Sahtu Secretariat Incorporated;
 - b) any amounts received by the Tłegóhłi Got'jne Government:
 - i) to settle any claims for a breach of lawful obligation owed to the Tłegóhłi Got'jne Government brought before any court, tribunal, administrative decisionmaker, or other decision-making body; or
 - ii) as an award in compensation for a breach of a lawful obligation owed to the Tłegóhłi Got'jne Government ordered by any court, tribunal, or other decision-making body;
 - c) transfers to the Tłegóhłi Got'jne Government made under this FSGA;
 - d) transfers from Canada or the GNWT to support the delivery of programs and services by the Tłegóhłi Got'jne Government; or
 - e) Payments from Impact Benefit Agreements.
- 29.2.5 For greater certainty, transfers of program funding or associated fixed assets, including lands, to the Tłegóhłi Got'jne Government from Canada, the GNWT, or other governments are not included when determining the Tłegóhłi Got'jne Government's fiscal capacity for the purposes of any Fiscal Arrangement.

29.2.6 Fiscal Arrangements that include consideration of the Tłegóhłi Got'ine Government's fiscal capacity will not permit:

- a) Canada to reduce funding or otherwise benefit from a decision of the GNWT to vacate tax room, to delegate tax authorities, or to transfer revenues or revenue capacity to the Tłegóhłi Got'ine Government through other agreements; or
- b) the GNWT to benefit from the decision of Canada to vacate tax room, to delegate tax authorities, or to transfer revenues or revenue capacity to the Tłegóhłi Got'ine Government.

29.3 RENEGOTIATING SUBSEQUENT FISCAL ARRANGEMENTS

29.3.1 Before the expiration or termination by Canada or the Tłegóhłi Got'ine Government of the initial Fiscal Arrangement or its replacement, the Parties will discuss renegotiation of a Fiscal Arrangement in accordance with the process set out in that Fiscal Arrangement.

29.3.2 In any review of or consideration of changes to a Fiscal Arrangement, Canada and the Tłegóhłi Got'ine Government will consider:

- a) the existing Fiscal Arrangement, including that which has most recently expired or been terminated; and
- b) Canada's prevailing fiscal policy for self-government agreements.

29.3.3 Any new Fiscal Arrangements or amendments to existing Fiscal Arrangements will be consistent with the principles set out in 29.1.1

29.4 CHANGE TO FEDERAL FISCAL POLICY

29.4.1 If a proposed change to the publicly available federal fiscal policy, in place from time to time, in relation to self-government arrangements could have an impact on existing Fiscal Arrangements:

- a) the Tłegóhłi Got'ine Government is entitled to a right of participation in any national or regional collaborative process of engagement established by Canada with Indigenous self-governments on the proposed changes to that federal fiscal policy; or
- b) if a process of engagement does not exist, Canada will provide the Tłegóhłi Got'ine Government:
 - i) notice of the proposed change to that federal fiscal policy; and

- ii) with an opportunity to participate and discuss its views or concerns with respect to the proposed change before Canada changes that federal policy.

29.4.2 Notwithstanding 29.4.1, any changes to the federal fiscal policy on self-government Fiscal Arrangements apply to the Tłegóhłi Got'ine Government, even if the Tłegóhłi Got'ine Government did not participate in a process referred to in 29.4.1.

29.5 NO FINANCIAL OBLIGATION

29.5.1 Unless it is otherwise agreed by the parties to a Fiscal Arrangement, the recognition of the Tłegóhłi Got'ine Government, its Jurisdiction and Authority under the FSGA, or the exercise of the Tłegóhłi Got'ine Government's Jurisdiction or Authority does not create or imply any financial obligation or service delivery obligation on the part of any Party.

29.6 APPROPRIATION OF FUNDS

29.6.1 Any funding required for purposes of any Fiscal Arrangements required or permitted under any provision of this FSGA and that provides for financial obligations to be assumed by a Party is subject to the appropriation of funds:

- a) in the case of Canada, by the Parliament of Canada;
- b) in the case of the GNWT, by the Legislative Assembly of the NWT; or
- c) in the case of the Tłegóhłi Got'ine Government, by the Legislative Council.

PART III

**INDIGENOUS PUBLIC TŁEGÓHŁI GOT'INE
GOVERNMENT**

CHAPTER 30 TŁEGÓHLĮ GOT'JNEȚ GOVERNMENT

30.1 LEGAL STATUS AND CAPACITY

30.1.1 The Tłegóhlį Got'jneȚ Government continues:

- a) as a legal entity with the legal capacity of a natural person;
- b) as a Designated Sahtu Organization, including for the purposes of 23.5.1, of the SDMCLCA within the Tłegóhlį Administrative Area; and
- c) to exercise its powers and discharge its obligations as a Designated Sahtu Organization, including those with respect to the management and exercise of rights and benefits provided under the SDMCLCA to participants who are Citizens, subject to the terms, conditions, and limitations set out in the SDMCLCA.

30.1.2 The Tłegóhlį Got'jneȚ Government is not a municipal corporation under the *Charter Communities Act* (NWT), the *Cities Towns and Villages Act* (NWT), or the *Hamlets Act* (NWT).

30.1.3 A transfer of assets to the Tłegóhlį Got'jneȚ Government under this FSGA is not taxable.

30.1.4 Assets referred to in 30.1.3 are deemed to have been acquired by the Tłegóhlį Got'jneȚ Government at a cost equal to their fair market value on the Effective Date or the date of transfer, whichever is later.

30.2 TŁEGÓHLĮ GOT'JNEȚ GOVERNMENT CONSTITUTION

30.2.1 The Tłegóhlį Got'jneȚ Government Constitution will:

- a) confirm that the Tłegóhlį Got'jneȚ act through the Tłegóhlį Got'jneȚ Government in exercising their rights, powers, and privileges under this FSGA;
- b) set out principles to be followed by the Tłegóhlį Got'jneȚ Government in carrying out its duties, functions, and obligations, including when making Tłegóhlį Got'jneȚ Law;
- c) provide for accountability of the Tłegóhlį Got'jneȚ Government to its Citizens and to residents of the Tłegóhlį Administrative Area;
- d) set out the number of members of the Beneficiary Council;

- e) provide for a process for approval by the Tłegóhłi Got'ine Government of an amendment to this FSGA;
- f) provide for a process for the amendment of the Tłegóhłi Got'ine Government Constitution;
- g) confirm that the *Canadian Charter of Rights and Freedoms* applies to the Tłegóhłi Got'ine Government and Institutions of the Tłegóhłi Got'ine Government;
- h) set out the number of elected members of the Legislative Council;
- i) set out the manner in which the President will be elected; and
- j) set out any other matters as required set by the Tłegóhłi Got'ine.

30.3 STRUCTURE OF THE TŁEGÓHŁI GOT'INĘ GOVERNMENT

30.3.1 The Tłegóhłi Got'ine Government consists of:

- a) the Legislative Council, composed of the President and four (4), six (6), eight (8), or ten (10) other elected members, as set out in the Tłegóhłi Got'ine Government Constitution, that:
 - i) has overall responsibility for the administration of the Tłegóhłi Got'ine Government,
 - ii) will appoint the Justice Council; and
 - iii) may appoint an Executive Committee;
- b) the President who:
 - i) will preside over and be a full voting member of the Legislative Council; and
 - ii) if an Executive Committee is appointed under 30.3.1 a) iii), will preside over the Executive Committee;
- c) the Beneficiary Council, composed of not less than five (5) and no more than nine (9) Citizens who are participants under the SDMCLCA, as set out in the Tłegóhłi Got'ine Government Constitution, that exercises the duties and functions set out in Tłegóhłi Got'ine Law; and
- d) the Justice Council that will:

- i) be composed of no less than three (3) and no more than five (5) individuals appointed under 30.3.1 a) ii) for a term not exceeding four (4) years; and
- ii) perform the duties and functions set out in chapter 50.

30.3.2 If an Executive Committee is appointed under 30.3.1 a) iii), the Executive Committee will:

- a) be composed of the President and one (1) to five (5) other individuals; and
- b) perform the duties and functions assigned to it from time to time by the Legislative Council for the term of its appointment.

30.4 INSTITUTIONS OF THE TŁEGÓHŁJ GOT'JNEĘ GOVERNMENT

30.4.1 The Tłegóhłj Got'jneę Government has the Jurisdiction and Authority to establish Institutions of the Tłegóhłj Got'jneę Government to administer, operate, or manage any activities that the Tłegóhłj Got'jneę Government may prescribe, but if an Institution of the Tłegóhłj Got'jneę Government is a corporation, trust, society, or cooperative, that corporation, trust, society, or cooperative will be established in accordance with Federal Law or NWT Law.

30.4.2 A Tłegóhłj Got'jneę Law may provide that:

- a) an Institution of the Tłegóhłj Got'jneę Government is, for all its purposes, an agent of the Tłegóhłj Got'jneę Government and its powers may be exercised only as an agent of the Tłegóhłj Got'jneę Government; and
- b) all property, real and personal, of an Institution of the Tłegóhłj Got'jneę Government referred to in 30.4.2 a) is the property of the Tłegóhłj Got'jneę Government.

30.5 OPERATION OF THE TŁEGÓHŁJ GOT'JNEĘ GOVERNMENT

30.5.1 The Tłegóhłj Got'jneę Government has Jurisdiction and Authority with respect to the administration, management, and operation of the Tłegóhłj Got'jneę Government, including providing for:

- a) the privileges and immunities for the members of the Legislative Council consistent with those applicable to the members of the Legislative Assembly of the NWT;
- b) the limiting of personal liability of elected or appointed members, officials, employees, and agents of the Tłegóhłj Got'jneę Government and

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Institutions of the TłegóhlĪ Got'ine Government, provided that the TłegóhlĪ Got'ine Government retains liability for their acts and omissions pursuant to the doctrine of vicarious liability;

- c) the collection, retention, accuracy, disposal, use, or disclosure of information about an identifiable individual by the TłegóhlĪ Got'ine Government and Institution of the TłegóhlĪ Got'ine Government; and
 - d) access to information in the custody of or under the control of the TłegóhlĪ Got'ine Government and Institutions of the TłegóhlĪ Got'ine Government.
- 30.5.2 TłegóhlĪ Got'ine Law will provide for a system of financial administration for the TłegóhlĪ Got'ine Government and Institutions of the TłegóhlĪ Got'ine Government that is comparable to those of a government exercising similar Jurisdiction and Authority in Canada, including authority to:
- a) borrow funds;
 - b) make or guarantee loans;
 - c) forgive debts; and
 - d) acquire or dispose of property.
- 30.5.3 The TłegóhlĪ Got'ine Government will provide for conflict of interest rules for elected or appointed members, officials, employees, delegates, and agents of the TłegóhlĪ Got'ine Government and Institutions of the TłegóhlĪ Got'ine Government that are comparable to those of a government exercising similar Jurisdictions and Authority in Canada.
- 30.5.4 Only members of the Legislative Council who are participants under the SDMCLCA are entitled to vote with respect to matters before the Legislative Council involving the exercise of Jurisdiction and Authority of the TłegóhlĪ Got'ine Government under 30.1.1 b) and c) and 45.1.1.
- 30.5.5 Only members of the Legislative Council who are Citizens are entitled to vote with respect to matters before the Legislative Council involving the exercise of Jurisdiction and Authority under 31.3.2 b), 31.4.1, 32.1.1, 33.1.1, and 34.1.1.
- 30.5.6 For greater certainty, 30.5.4 and 30.5.5 in no way:
- a) prejudice the exercise of Jurisdiction or Authority by the TłegóhlĪ Got'ine Government; or

- b) limit the participation of members of the Legislative Council who are not Citizens,

with respect to any matter before the Legislative Council involving a provision of this FSGA not referred to in 30.5.4 and 30.5.5.

30.5.7 The Legislative Council will obtain the consent of the Beneficiary Council before exercising a Jurisdiction or Authority referred to in 30.5.4 or 30.5.5.

30.5.8 The TłegóhlĬ Got'ine Government will maintain separate accounts for the revenues and expenditures relating to its activities as a Designated Sahtu Organization under 30.1.1 b) and c).

30.6 LANGUAGE OF TŁEGÓHLĬ GOT'INE GOVERNMENT LAWS

30.6.1 TłegóhlĬ Got'ine Law will be in English and may be in Dene Kedée, but the English version is authoritative.

30.7 COMING INTO FORCE OF TŁEGÓHLĬ GOT'INE GOVERNMENT LAWS

30.7.1 TłegóhlĬ Got'ine Law comes into force at the beginning of the day after its enactment or at the time specified in that TłegóhlĬ Got'ine Law or in any other TłegóhlĬ Got'ine Law.

30.8 PROOF OF TŁEGÓHLĬ GOT'INE GOVERNMENT LAWS AND TŁEGÓHLĬ GOT'INE GOVERNMENT CONSTITUTION

30.8.1 In any proceeding, a copy of a TłegóhlĬ Got'ine Law certified as a true copy by a duly authorized officer of the TłegóhlĬ Got'ine Government under the official seal of the TłegóhlĬ Got'ine Government is, without proof of the signature or official position of that officer, evidence of its enactment by the TłegóhlĬ Got'ine Government.

30.8.2 In any proceeding, a copy of the TłegóhlĬ Got'ine Government Constitution certified as a true copy by a duly authorized officer of the TłegóhlĬ Got'ine Government under the official seal of the TłegóhlĬ Got'ine Government is, without proof of the signature or official position of that officer, evidence of its ratification by TłegóhlĬ Got'ine.

30.9 PUBLIC REGISTER OF TŁEGÓHLĬ GOT'INE GOVERNMENT LAWS

30.9.1 The TłegóhlĬ Got'ine Government will establish procedures for the coming into force of, publication of, recording into the public register of, and public access to TłegóhlĬ Got'ine Laws.

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30.9.2 The Tłegóhłi Got'ine Government will maintain a public register of all Tłegóhłi Got'ine Laws and amendments to Tłegóhłi Got'ine Laws.

30.10 NOTIFICATION OF TŁEGÓHŁI GOT'INE GOVERNMENT LAWS

30.10.1 The Tłegóhłi Got'ine Government will give, at no cost and as soon as practicable, copies of all Tłegóhłi Got'ine Laws to the GNWT for information purposes.

30.10.2 Upon request, the Tłegóhłi Got'ine Government will give, at no cost, a certified true copy of a Tłegóhłi Got'ine Law to Canada.

30.10.3 When the Tłegóhłi Got'ine Government intends to enact or amend a Tłegóhłi Got'ine Law that could reasonably be expected to impact the implementation of an NWT Law, the Tłegóhłi Got'ine Government will give the GNWT reasonable notice of its intent and relevant information to allow the Tłegóhłi Got'ine Government and the GNWT to consider program delivery implications.

30.10.4 No Tłegóhłi Got'ine Law is void, invalid, or unenforceable by reason of a failure to satisfy 30.10.1, 30.10.2, or 30.10.3.

30.11 ECONOMIC DEVELOPMENT

30.11.1 The Tłegóhłi Got'ine Government may, through the exercise of its Jurisdictions and Authorities under this FSGA:

- a) promote economic development and tourism;
- b) establish Institutions of the Tłegóhłi Got'ine Government to increase opportunities for economic development and tourism; and
- c) establish economic development and tourism policies and programs for the Tłegóhłi Got'ine Government.

30.11.2 The Tłegóhłi Got'ine Government may exercise the rights, powers, and capacities of a Designated Sahtu Organization set out in the SDMCLCA in order to promote or participate in economic development and tourism.

30.12 INTERGOVERNMENTAL AGREEMENTS

30.12.1 The Tłegóhłi Got'ine Government and the GNWT or Canada may enter into agreements:

- a) to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery; or

- b) for information sharing, recordkeeping, or other measures as may be agreed upon.

30.12.2 An agreement referred to in 30.12.1 a) may:

- a) include other parties;
- b) provide for mechanisms for coordinating and harmonizing program and service delivery; and
- c) address any other matter the parties to the agreement consider necessary.

30.13 DELEGATION

30.13.1 The Tłegóhłį Got'įnę Government may delegate any of its Jurisdictions and Authorities to:

- a) Institutions of the Tłegóhłį Got'įnę Government;
- b) another Indigenous government in the Northwest Territories;
- c) the GNWT;
- d) Canada; or
- e) with the written agreement of the Parties, any other legal entity in Canada.

30.13.2 Any delegation under 30.13.1 will be:

- a) made in a manner so as to retain accountability to Citizens;
- b) in writing and agreed to by the Institution of the Tłegóhłį Got'įnę Government, government, or other legal entity; and
- c) revocable by the Tłegóhłį Got'įnę Government.

30.13.3 The Tłegóhłį Got'įnę Government may enter into written agreements to receive Jurisdiction or Authority by delegation from another government or legal entity in Canada.

CHAPTER 31 ELECTIONS FOR THE TŁEGÓHLJ GOT'INE GOVERNMENT

31.1 JURISDICTION AND AUTHORITY

31.1.1 The Tłegóhlj Got'ine Government has Jurisdiction and Authority in the Tłegóhlj Administrative Area with respect to elections for the Tłegóhlj Got'ine Government and for those Institutions of the Tłegóhlj Got'ine Government whose members are elected.

31.1.2 Tłegóhlj Got'ine Law made under 31.1.1 will:

- a) ensure elections are fair and open;
- b) ensure elections are conducted by secret ballot;
- c) provide for appeals relating to the process, conduct, or results of an election;
- d) ensure that there are periodic elections for all elected positions that are not more than five (5) years apart;
- e) apply to all individuals residing in Tłegóhlj Administrative Area; and
- f) not set any residency requirements exceeding two (2) years.

31.2 ELIGIBILITY TO VOTE AND NOMINATE

31.2.1 Tłegóhlj Got'ine Law made under 31.1.1 will provide that every individual who is not less than eighteen (18) years of age and who is a:

- a) Canadian citizen who resides in the Tłegóhlj Administrative Area for the period set by Tłegóhlj Got'ine Law is eligible to vote for and nominate candidates for election to an elected office of the Tłegóhlj Got'ine Government and any elected office of Institutions of the Tłegóhlj Got'ine Government, except for the office of President and positions on the Beneficiary Council;
- b) Citizen who resides in the Tłegóhlj Administrative Area for the period set by Tłegóhlj Got'ine Law is eligible to vote for and nominate candidates for election to an elected office of the Tłegóhlj Got'ine Government and any elected office of Institutions of the Tłegóhlj Got'ine Government, including the office of President; and
- c) Citizen who is a participant under the SDMCLCA, regardless of their place of residence, is eligible to vote for and nominate candidates for election to the Beneficiary Council.

31.2.2 Tłegóhłj Got'jne Law under 31.2.1 may provide for additional requirements on the eligibility of an individual to vote for and nominate candidates.

31.3 ELIGIBILITY TO STAND FOR ELECTION

31.3.1 Subject to 31.4, Tłegóhłj Got'jne Law made under 31.1.1 will provide that every individual eligible to vote for and nominate candidates to an elected office of the Tłegóhłj Got'jne Government and any elected office of Institutions of the Tłegóhłj Got'jne Government under 31.2.1 is eligible to stand for election to that office.

31.3.2 Notwithstanding 31.3.1, Tłegóhłj Got'jne Law made under 31.1.1 may:

- a) provide for additional requirements on the eligibility of individuals to stand for election, including:
 - i) an age requirement that is not less than eighteen (18) years of age; and
 - ii) a requirement to reside in the Tłegóhłj Administrative Area that does not exceed two (2) years; and
- b) permit all individuals who are eligible to vote under 31.2.1 a) to stand for election to the office of President and vote for the President.

31.4 COMPOSITION OF THE LEGISLATIVE COUNCIL

31.4.1 Notwithstanding 31.3.1, if the percentage of Citizens ordinarily resident in the Tłegóhłj relative to the overall population of Tłegóhłj is:

- a) less than seventy-five percent (75%), Tłegóhłj Got'jne Law under 31.1.1 may require that if the total number of seats on the Legislative Council is:
 - i) five (5), up to three (3) seats will be held by Citizens,
 - ii) seven (7), up to four (4) seats will be held by Citizens,
 - iii) nine (9), up to five (5) seats be will held by Citizens; or
 - iv) eleven (11), up to six (6) seats will be held by Citizens;
- b) seventy-five percent (75%) or greater but less than eighty-five percent (85%), Tłegóhłj Got'jne Law under 31.1.1 may require that if the total number of seats on the Legislative Council is:
 - i) five (5), up to three (3) seats will be held by Citizens,

- ii) seven (7), up to four (4) seats will be held by Citizens,
 - iii) nine (9), up to six (6) seats will be held by Citizens; or
 - iv) eleven (11), up to seven (7) seats will be held by Citizens; or
- c) eighty-five percent (85%) or greater, Tłegóhłi Got'ine Law may require that if the total number of seats on the Legislative Council is:
- i) five (5), up to three (3) seats will be held by Citizens,
 - ii) seven (7), up to five (5) seats will be held by Citizens,
 - iii) nine (9), up to six (6) seats will be held by Citizens; or
 - iv) eleven (11), up to eight (8) seats will be held by Citizens; or

31.5 CONFLICT

- 31.5.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 31.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 32 CITIZENSHIP

32.1 JURISDICTION AND AUTHORITY

32.1.1 The Tłegóhlį Got'jne Government has Jurisdiction and Authority with respect to who is, or who may become, a Citizen in accordance with this chapter.

32.1.2 Tłegóhlį Got'jne Law made under 32.1.1 will include:

- a) Citizenship criteria; and
- b) ensure that, as of the Transition Date, individuals who are Citizens continue to be Citizens

32.1.3 Notwithstanding 32.1.2, no individual:

- a) having citizenship under another agreement which addresses Indigenous self-government in Canada;
- b) enrolled as a participant under chapter 4 of the SDMCLCA with a Sahtu community other than the Sahtu community of Norman Wells; or
- c) on an *Indian Act* (Canada) band list, other than the Tulita Dene Band, the Fort Good Hope Band, or the Behdzi Ahda First Nation Band,

may, at the same time, be a Citizen.

32.1.4 The conferring of Citizenship upon any individual does not confer a right of entry into Canada or a right to Canadian citizenship or permanent residency in Canada.

32.2 CONFLICT

32.2.1 In the event of a Conflict between a Tłegóhlį Got'jne Law made under 32.1.1 and a Federal Law or NWT Law, Tłegóhlį Got'jne Law prevails to the extent of the Conflict.

CHAPTER 33 LANGUAGE, CULTURE AND SPIRITUALITY

33.1 JURISDICTION AND AUTHORITY

33.1.1 The Tłegóhłi Got'jneę Government has Jurisdiction and Authority in the Tłegóhłi Administrative Area with respect to:

- a) the language and culture of the Tłegóhłi Got'jneę, including their preservation, development, and promotion;
- b) the spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę, including their preservation, development, and promotion;
- c) education in relation to the language, culture, heritage, and spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę; and
- d) certification, licensing, and regulation of individuals who teach the language, culture, laws, heritage, and spiritual practices, customs, and traditions of the Tłegóhłi Got'jneę.

33.2 CONFLICT

33.2.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law under 33.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

CHAPTER 34 TRADITIONAL HEALING

34.1 JURISDICTION AND AUTHORITY

34.1.1 The Tłegóhłi Got'jneę Government has Jurisdiction and Authority in the NWT with respect to:

- a) traditional healing services of the Tłegóhłi Got'jneę;
- b) the training of individuals providing the traditional healing services referred to in 34.1.1 a); and
- c) the certification, licensing, and regulation of individuals providing traditional healing services referred to in 34.1.1 a).

34.1.2 The Jurisdiction and Authority in 34.1.1 does not include:

- a) medical or health practices or practitioners requiring licensing or certification under Federal Law or NWT Law;
- b) products and substances that are regulated under Federal Law or NWT Law; and
- c) long term healthcare comprising a range of facility-based healthcare services for individuals who have reduced or no capacity for self-care that are established, funded, and supervised by the GNWT.

34.2 CONFLICT

34.2.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law made under 34.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

CHAPTER 35 ADULT EDUCATION, TRAINING, POST-SECONDARY EDUCATION, AND EDUCATION SUPPORT SERVICES

35.1 JURISDICTION AND AUTHORITY

35.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority in the Tłegóhłi Administrative Area with respect to:

- a) Adult Education;
- b) Training;
- c) post-secondary education to:
 - i) establish post-secondary education programs, services, and institutions, including the determination of curriculum; and
 - ii) regulate post-secondary education programs, services, and institutions established by the Tłegóhłi Got'ine Government; and
- d) Education Support Services.

35.1.2 The Tłegóhłi Got'ine Government has Jurisdiction and Authority in the NWT with respect to Education Support Services for Citizens.

35.2 AGREEMENTS

35.2.1 If the Tłegóhłi Got'ine Government establishes Education Support Services, the Tłegóhłi Got'ine Government and the GNWT will enter into negotiations towards reaching an agreement for the sharing of information on individuals receiving Education Support Services.

35.3 CONFLICT

35.3.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 35.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 36 EARLY CHILDHOOD EDUCATION

36.1 JURISDICTION AND AUTHORITY

- 36.1.1 The Tłegóhlį Got'jneŃ Government has Jurisdiction and Authority in the Tłegóhlį Administrative Area with respect to the:
- a) early childhood education of Children;
 - b) junior kindergarten and kindergarten education of Children;
 - c) childcare of Children;
 - d) regulation of facilities providing early childhood education, junior kindergarten and kindergarten education, and childcare provided for in 36.1.1 a) to 36.1.1 c); and
 - e) certification of individuals providing early childhood education, kindergarten and junior kindergarten education, and childcare referred to in 36.1.1 a) to 36.1.1 c).

36.2 STANDARDS

- 36.2.1 Tłegóhlį Got'jneŃ Law made under 36.1.1 will, if establishing a program similar to the junior kindergarten or kindergarten provided by the GNWT, provide:
- a) the desired learning outcomes and other standards for that program that permit transfers of a Child to junior kindergarten, kindergarten, or grade 1 in school systems in the NWT;
 - b) teacher certification standards for junior kindergarten and kindergarten that meet or exceed territorial standards for teacher certification;
 - c) that all Children residing in the Tłegóhlį Administrative Area who are aged four (4) years by December 31 of a school year have access to junior kindergarten education in a regular instructional setting in the Tłegóhlį Administrative Area; and
 - d) that all Children residing in the Tłegóhlį Administrative Area who are aged five (5) years by December 31 of a school year have access to kindergarten education in a regular instructional setting in the Tłegóhlį Administrative Area.

36.3 CONSULTATION

- 36.3.1 The GNWT will Consult with the Tłegóhłi Got'ine Government before proposing changes to territorial standards for junior kindergarten and kindergarten teacher certification.

36.4 AGREEMENTS

- 36.4.1 The Tłegóhłi Got'ine Government may enter into agreements with the GNWT, another territorial government, provincial government, Canada, a school board in a territory or province, or any independent school accredited by a territory or province for the delivery of junior kindergarten and kindergarten education within the Tłegóhłi Administrative Area.

36.5 CONFLICT

- 36.5.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 36.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 37 GRADES 1 – 12 EDUCATION

37.1 JURISDICTION

37.1.1 The Tłegóhłį Got'jine Government has Jurisdiction and Authority in relation to:

- a) grades 1 – 12 education of Students residing in the Tłegóhłį Administrative Area;
- b) the certification of grades 1 – 12 teachers;
- c) the development of the Curriculum Framework; and
- d) setting the requirements for grade 12 graduation.

37.1.2 Tłegóhłį Got'jine Law made under 37.1.1 will provide:

- a) that all Students residing in the Tłegóhłį Administrative Area who are aged six (6) years by December 31 of a school year and not older than twenty-one (21) years have access to grades 1 – 12 education in a regular instructional setting in the Tłegóhłį Administrative Area;
- b) Curriculum Framework and examination and other standards that permit transfers of Students at a similar level of achievement between school systems in the NWT and permit entry to provincial and territorial post-secondary education systems; and
- c) teacher certification standards that meet or exceed territorial standards for teacher certification.

37.1.3 The Tłegóhłį Got'jine Government may create exemptions to 37.1.2 a):

- a) if a Student has reached the age of sixteen (16) years and has been expelled from school;
- b) if the health, safety, or the delivery of education to that Student or other Students would be jeopardized by the presence of that Student in a regular instructional setting; or
- c) as determined by the Tłegóhłį Got'jine Government, after discussions with the GNWT.

37.2 AGREEMENTS

- 37.2.1 The Tłegóhłi Got'ine Government may enter into agreements with the GNWT, another territorial government, a provincial government, Canada, a school board in a territory or province, or any independent school accredited by a territory or province for the delivery of grades 1 – 12 education within the Tłegóhłi Administrative Area

37.3 CONSULTATION

- 37.3.1 The GNWT will Consult with the Tłegóhłi Got'ine Government before proposing changes to territorial standards for teacher certification.

37.4 CONFLICT

- 37.4.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 37.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 38 ADOPTION

38.1 JURISDICTION AND AUTHORITY

38.1.1 The TłegóhłĪ Got'ine Government has Jurisdiction and Authority with respect to the adoption of:

- a) Children of Citizens in the NWT; and
- b) Children of residents of TłegóhłĪ Administrative Area.

38.1.2 A TłegóhłĪ Got'ine Law made under 38.1.1 will require that the individual or individuals having lawful custody of the Child consent to the application of TłegóhłĪ Got'ine Law if the Child:

- a) has a parent who is subject to an adoption law exercised through another Indigenous self-government agreement in Canada; or
- b) resides outside TłegóhłĪ Administrative Area.

38.1.3 TłegóhłĪ Got'ine Law made under 38.1.1:

- a) will provide that the best interests of the Child are paramount in determining whether an adoption takes place;
- b) will require that notice be given to and consent sought from a parent and a person having lawful custody of the Child, to a proposed adoption of the Child;
- c) will give the individual or individuals who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parent or parents; and
- d) may, if a parent does not have lawful custody of the Child to be adopted, give the parent the opportunity, if practicable, to express a preference for the adoptive parents.

38.2 INFORMATION SHARING

38.2.1 If the TłegóhłĪ Got'ine Government exercises Jurisdiction or Authority under 38.1.1, the TłegóhłĪ Got'ine Government will give Canada copies of records of all adoptions of Children who are registered under the *Indian Act* (Canada) occurring under TłegóhłĪ Got'ine Law.

38.3 COURT PROCEEDINGS

38.3.1 An individual who has adopted a Child under Tłegóhli Got'ine Law made under 38.1.1 may apply to the Supreme Court of the NWT to issue a declaratory order that the adoption has occurred.

38.4 CONFLICT

38.4.1 In the event of a Conflict between a Tłegóhli Got'ine Law made under 38.1.1 and a Federal Law or NWT Law, Tłegóhli Got'ine Law prevails to the extent of the Conflict.

CHAPTER 39 CHILD AND FAMILY SERVICES

39.1 LEGISLATIVE AUTHORITY

- 39.1.1 In accordance with *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada), the Tłegóhlį Got'İne Government has jurisdiction, including legislative authority, in relation to Child and Family Services.
- 39.1.2 Subject to 39.3.1, a law made by the Tłegóhlį Got'İne Government within the framework of *An Act respecting First Nations, Inuit and Métis children, youth and families* (Canada) is not a Tłegóhlį Got'İne Law.
- 39.1.3 Tłegóhlį Got'İne Government and the GNWT may agree in writing to the application of this chapter to Children of individuals who are not Citizens.

39.2 NOTICE

- 39.2.1 Until the Tłegóhlį Got'İne Government makes a law under 39.1.1, the GNWT will give notice to the Tłegóhlį Got'İne Government:
- a) of any court application it may make with respect to any Child who is a Citizen or who is entitled to be a Citizen under Tłegóhlį Got'İne Law who may be in need of protection under NWT Law and the Tłegóhlį Got'İne Government is entitled to:
 - i) appear and make representations respecting the best interests of that Child,
 - ii) receive, as a party to that application, a copy of the decision made on that application; and
 - iii) notice of any further court proceedings brought by the GNWT under NWT Law with respect to that Child; and
 - b) before making a decision to place the Child referred to in 39.2.1 a) for adoption under NWT Law and the Tłegóhlį Got'İne Government is entitled to:
 - i) make representations to the GNWT respecting the best interests of that Child; and
 - ii) notification of the GNWT's decision whether to place that Child for adoption under NWT Law; and

- c) regarding a proposed placement of the Child referred to in 39.2.1 a) with an approved applicant and the Tłegóhlį Got'jne Government is entitled to:
 - i) make representations to the GNWT respecting the best interests of that Child; and
 - ii) notification of the GNWT's decision to place that Child with an approved applicant.

39.2.2 The Tłegóhlį Got'jne Government will give notice to the GNWT when it has made a law under 39.1.1.

39.3 CHANGES TO THE ACT

39.3.1 In the event that:

- a) *An Act respecting First Nations, Inuit and Metis children, youth and families (Canada)* is amended, repealed, replaced, or is finally determined by a court of competent jurisdiction to be, in whole or in part, of no force or effect; and
- b) as a result of that amendment, repeal, or replacement, an existing law made under 39.1.1 is finally determined by a court of competent jurisdiction to be, in whole or in part, of no force or effect,

that law is deemed to be a Tłegóhlį Got'jne Law which applies within the NWT.

39.3.2 A law deemed to be a Tłegóhlį Got'jne Law under 39.3.1 remains in force and effect while:

- a) the Parties negotiate to amend this FSGA to include, as an Exercisable Treaty Right, Jurisdiction and Authority in relation to Child and Family Services; and
- b) until the Tłegóhlį Got'jne Government enacts a Tłegóhlį Got'jne Law under that Jurisdiction to replace the deemed law.

39.3.3 The amendment referred to in 39.3.2 a) will be made within five (5) years after the event referred to in 39.3.1 b), or a longer period as the Parties may agree upon in writing after considering the best interests of the affected Children and families, and the Tłegóhlį Got'jne Law referred to in 39.3.2 b) will be made as soon as practicable after that amendment is made.

39.3.4 For greater certainty:

- a) any law which is deemed to be a Tłegóhłi Got'jine Law under 39.3.1 applies concurrently with NWT Law; and
- b) 2.10.7 applies to any law which is deemed to be a Tłegóhłi Got'jine Law under 39.3.1.

39.4 CONFLICT

39.4.1 Subject to 39.3.4, in the event of a Conflict between a law deemed to be a Tłegóhłi Got'jine Law under 39.3.1 and a Federal Law, other than sections 10 to 15 of *An Act Respecting First Nations, Inuit and Metis children, youth and families* (Canada) and the provisions of the *Canadian Human Rights Act* (Canada), and NWT Law, the law deemed to be a Tłegóhłi Got'jine Law prevails to the extent of the Conflict.

CHAPTER 40 INCOME SUPPORT

40.1 JURISDICTION AND AUTHORITY

- 40.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority with respect to Income Support for individuals in the Tłegóhłi Administrative Area.
- 40.1.2 The Jurisdiction and Authority set out in 40.1.1 does not include setting residency conditions in relation to being eligible for Income Support.

40.2 AGREEMENTS

- 40.2.1 If the Tłegóhłi Got'ine Government is providing Income Support under 40.1.1, the Tłegóhłi Got'ine Government and the GNWT will enter into negotiations towards reaching an agreement for the sharing of information respecting the individuals who are receiving Income Support.

40.3 CONFLICT

- 40.3.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 40.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 41 SOCIAL HOUSING

41.1 JURISDICTION AND AUTHORITY

41.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority in the Tłegóhłi Administrative Area with respect to Social Housing.

41.1.2 The Jurisdiction and Authority set out in 41.1.1 does not include:

- a) landlord-tenant relations; and
- b) building and construction codes.

41.2 AGREEMENTS

41.2.1 If the Tłegóhłi Got'ine Government exercises its Jurisdiction under 41.1.1, the Tłegóhłi Got'ine Government and the GNWT will enter into negotiations towards reaching agreements regarding the sharing of information including to enable Social Housing clients to retain Social Housing benefits and any associated liabilities when transferring between a Tłegóhłi Got'ine Government Social Housing program and a GNWT Social Housing program.

41.3 CONFLICT

41.3.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 41.1.1 and a Federal Law or a NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

CHAPTER 42 GUARDIANSHIP AND TRUSTEESHIP

42.1 JURISDICTION AND AUTHORITY

42.1.1 If the Parties addressed the subjects of guardianship and trusteeship under 20.1.1 and reached agreement, this chapter will be amended in accordance with the Parties' agreement.

42.1.2 If the Parties have not addressed the subjects of guardianship and trusteeship under 20.1.1:

- a) the Parties will address these subjects at a time agreed to by the Parties;
and
- b) any property of a Citizen that was under the administration of the Minister of Indigenous Services Canada under the *Indian Act* (Canada) on the Transition Date continues to be administered under the *Indian Act* (Canada) after the Transition Date.

CHAPTER 43 WILLS AND ESTATES

43.1 JURISDICTION AND AUTHORITY

43.1.1 If the Parties addressed the subjects of wills and estates under 21.1.1 and reached agreement, this chapter will be amended in accordance with the Parties' agreement.

43.1.2 If the Parties have not addressed the subjects of wills and estates under 21.1.1:

- a) the Parties will address these subjects at a time agreed to by the Parties;
and
- b) any property of a Citizen that was under the administration of the Minister of Indigenous Services Canada under the *Indian Act* (Canada) on the Transition Date continues to be administered under the *Indian Act* (Canada) after the Transition Date.

CHAPTER 44 MARRIAGE

44.1 JURISDICTION AND AUTHORITY

44.1.1 The TłegóhlĪ Got'Īne Government has Jurisdiction and Authority in the TłegóhlĪ Administrative Area with respect to the solemnization of marriage, including:

- a) appointing, certifying, licensing, and regulating individuals who may perform marriages;
- b) establishing a registry of individuals authorized to perform marriages;
- c) setting the rights, duties, and responsibilities of individuals permitted to perform marriages;
- d) authorizing the form and content of marriage licences and marriage certificates;
- e) appointing the issuers of marriage licences and marriage certificates; and
- f) setting fees and requirements for a marriage licence.

44.1.2 The TłegóhlĪ Got'Īne Government has Jurisdiction and Authority with respect to the prohibition of marriage between individuals related in specified degrees by consanguinity, affinity, or adoption that are in addition to the federal requirements contained in the *Marriage (Prohibited Degrees) Act* (Canada).

44.1.3 A marriage solemnized in accordance with TłegóhlĪ Got'Īne Law is dissolved only by a decree of divorce issued under the *Divorce Act* (Canada) or by an adjudication of nullity by a court of competent jurisdiction.

44.1.4 The TłegóhlĪ Got'Īne Government will maintain a registry of all marriage certificates issued under TłegóhlĪ Got'Īne Law.

44.2 VALIDITY

44.2.1 Marriages conducted in accordance with TłegóhlĪ Got'Īne Law will be recognized under Federal Law and NWT Law.

44.2.2 Marriages conducted in accordance with NWT Law or marriages otherwise recognized as valid in Canada will be recognized under TłegóhlĪ Got'Īne Law.

44.3 CONFLICT

- 44.3.1 Subject to 44.3.2, in the event of a Conflict between a Tłegóhłi Got'ine Law made under 44.1 and a Federal Law, the Federal Law prevails to the extent of the conflict.
- 44.3.2 Section 4 of the *Marriage (Prohibited Degrees) Act* (Canada) does not operate to impair the validity or operation of a Tłegóhłi Got'ine Law made under 44.1.2.
- 44.3.3 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 44.1 and an NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the conflict.

CHAPTER 45 SETTLEMENT LANDS

45.1 JURISDICTION AND AUTHORITY

45.1.1 The Tłegóhłį Got'jneŃ Government has Jurisdiction and Authority with respect to the use, management, administration, control, and protection of Settlement Lands set out in schedule C, including:

- a) Jurisdiction and Authority of a municipal nature in relation to the licensing of businesses, business activities, and persons engaged in business on Settlement Lands;
- b) trespass on Settlement Lands;
- c) subject to 45.1.7 b), the power to require that a person obtain a permit, licence, or other authorization from the Board provided that the *Mackenzie Valley Land Use Regulations (Canada)* or the *Waters Act (NWT)* do not require a permit, licence, or other authorization for the use of Settlement Lands;
- d) controlling or prohibiting the transport, sale, manufacture, or use of weapons on Settlement Lands; and
- e) giving written policy direction to the Board in relation to the use of Settlement Lands.

45.1.2 Decisions of the Board are subject to a policy direction given under 45.1.1 e) to the extent that compliance with that direction can be accommodated within the Board's approved budgets, while discharging its budgeted-for activities.

45.1.3 A policy direction given under 45.1.1 e) does not apply to applications pending before the Board at the time the direction is given.

45.1.4 Before giving a policy direction to the Board or making any Tłegóhłį Got'jneŃ Law with respect to the use of Settlement Lands, the Tłegóhłį Got'jneŃ Government will confer with the Minister and the Board.

45.1.5 The Board will Consult the Tłegóhłį Got'jneŃ Government before issuing, amending, or renewing any licence, permit, or authorization for a use of Settlement Lands or waters overlying those Settlement Lands.

45.1.6 The regulation of land, water, and the environment on Settlement Lands will be carried out within the regulatory framework set out in the SDMCLCA, Federal Law, and NWT Law.

45.1.7 The Jurisdiction and Authority set out in:

- a) 45.1.1 does not include matrimonial property, including matters relating to family property addressed in the *Family Law Act* (NWT); and
- b) 45.1.1 c) does not apply to a person who:
 - i) has a right to prospect or explore for Minerals and to locate claims on lands described in 19.1.2 a) of the SDMCLCA; and
 - ii) does not require a Type A or Type B permit under the *Mackenzie Valley Land Use Regulations* (Canada) or a water licence under the *Waters Act* (NWT).

45.2 CONFLICT

45.2.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 45.1.1 a), b), or c) and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

45.2.2 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 45.1.1 d) and a Federal Law or NWT Law, the Federal Law or the NWT Law prevails to the extent of the Conflict.

45.2.3 In the event of a Conflict between a policy direction given by the Minister and a policy direction given by the Tłegóhłi Got'ine Government under 45.1.1 e), the policy direction given by the Tłegóhłi Got'ine Government prevails to the extent of the Conflict.

45.2.4 In the event of a Conflict between a policy direction given by the Minister or the Tłegóhłi Got'ine Government and the provisions of a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 46 LAND TRANSFERS TO THE TŁEGÓHŁI GOT'INĘ GOVERNMENT

46.1 TOWN OF NORMAN WELLS LANDS

46.1.1 On the Transition Date:

- a) all lands held in fee simple title by the Town of Norman Wells and listed in schedule 46-A vest in the Tłegóhłi Got'ine Government, subject to any existing interests; and
- b) all other interests in land held by the Town of Norman Wells and listed in schedule 46-B vest in the Tłegóhłi Got'ine Government, subject to:
 - i) the terms and conditions of the interest; and
 - ii) any interests held by Canada, the GNWT, or any third party.

46.1.2 No later than 120 days before the Transition Date, the Tłegóhłi Got'ine Government and the GNWT will finalize by way of written agreement:

- a) schedule 46-A, the list of the lands vested under 46.1.1 a); and
- b) schedule 46-B, the list of interests vested under 46.1.1 b), after discussion with Canada.

46.1.3 Schedule 46-A and schedule 46-B are deemed to be immediately amended in accordance with the written agreement under 46.1.2 and the Parties will amend this FSGA in accordance with 5.3.3.

46.2 GNWT LANDS

46.2.1 As soon as practicable after the Transition Date is set under 6.5.3 b), the Tłegóhłi Got'ine Government and the GNWT will develop, by way of written agreement:

- a) schedule 46-C, setting out the terms and conditions that will apply to the transfer of GNWT Lands under 46.2.4; and
- b) schedule 46-D, setting out the GNWT Lands in Tłegóhłi that will be transferred under 46.2.4.

46.2.2 Schedule 46-C and schedule 46-D are deemed to be immediately amended in accordance with the written agreement under 46.2.1 and the Parties will amend this FSGA in accordance with 5.3.3.

- 46.2.3 If schedule 46-C and schedule 46-D require an amendment after finalization and before the Transition Date, the amendment will be made in accordance with 5.4.4 or 5.4.5.
- 46.2.4 On or after the Transition Date, the GNWT will transfer the GNWT Lands set out in schedule 46-D in accordance with schedule 46-C.
- 46.2.5 GNWT Lands within Tłegóhlį that are not identified in schedule 46-D continue to be owned or administered by the GNWT in accordance with NWT Law, applicable GNWT policies, and Federal Law.

46.3 OTHER POST-TRANSITION DATE MATTERS

- 46.3.1 On or after the Transition Date, the Tłegóhlį Got'jne Government will apply for the issuance of certificates of title pursuant to the *Land Titles Act* (NWT) for lands vesting under 46.1.1 and transferring under 46.2.
- 46.3.2 After the Transition Date, any plan of survey submitted to the Land Titles Office of untitled lands vested in the Tłegóhlį Got'jne Government under 46.2 will be accompanied by an application for the issuance of a certificate of title under the *Land Titles Act* (NWT) for those lands.

46.4 GENERAL

- 46.4.1 The Tłegóhlį Got'jne Government will not pay any tax, similar charge, or registration fee under the *Land Titles Act* (NWT) with respect to the vesting or transfer of lands under 46.1 or 46.2 and issuance of any certificate of title to those lands in or to the Tłegóhlį Got'jne Government.
- 46.4.2 Lands vested or transferred under this chapter are not lands reserved for the Indians within the meaning of subsection 91(24) of the *Constitution Act, 1867* or reserves within the meaning of section 2 of the *Indian Act* (Canada).

SCHEDULE 46-A TOWN OF NORMAN WELLS FEE SIMPLE LANDS TO BE VESTED

[Blank until populated pursuant to 46.1.2]

SCHEDULE 46-B TOWN OF NORMAN WELLS INTERESTS TO BE VESTED

[Blank until populated pursuant to 46.1.2]

**SCHEDULE 46-C TERMS AND CONDITIONS FOR THE TRANSFER OF GNWT
LANDS**

[Blank until populated pursuant to 46.2.1]

**SCHEDULE 46-D GNWT LANDS TO BE TRANSFERRED TO THE TŁEGÓHŁI
GOT'INE GOVERNMENT**

[Blank until populated pursuant to 46.2.1]

CHAPTER 47 LOCAL SERVICES

47.1 JURISDICTION AND AUTHORITY

47.1.1 The Tłegóhłį Got'ine Government has Jurisdiction and Authority of a municipal nature in Tłegóhłį with respect to:

- a) programs, services, and facilities provided by or on behalf of the Tłegóhłį Got'ine Government, including sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;
- b) land use planning, zoning and subdivision control;
- c) licensing of businesses, business activities, and persons engaged in business;
- d) local transportation systems, including buses and taxis;
- e) domestic animals and activities in relation to them;
- f) public nuisances, including unsightly property;
- g) community roads, except primary highways as that term is defined in the *Public Highways Act* (NWT);
- h) the operation of all-terrain vehicles, as that term is defined in the *All-terrain Vehicles Act* (NWT), except on primary highways, as that term is defined under the *Public Highways Act* (NWT);
- i) the purchase and acquisition of real property by the Tłegóhłį Got'ine Government and the sale, lease, disposition, use, holding, or development of the Tłegóhłį Got'ine Government real property;
- j) a community flag, crest, and coat of arms;
- k) the health, safety, and welfare of people and the protection of people and property;
- l) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews; and
- m) granting utility franchises.

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLI GOT'INE

- 47.1.2 Regulation of land under Part 3 of the *Mackenzie Valley Resource Management Act* (Canada) applies to lands in the Tłegóhli, except if the Tłegóhli Got'ine Government exercises Jurisdiction and Authority under 47.1.1 a), b), c), g), and h) with respect to those lands.
- 47.1.3 The Tłegóhli Got'ine Government has Jurisdiction and Authority within Tłegóhli that are the same as the Jurisdiction and Authority of municipalities under NWT Law in relation to:
- a) fire protection and prevention;
 - b) emergency preparedness and emergency measures;
 - c) motor vehicles;
 - d) expropriation of interests in lands;
 - e) property assessment and property taxation; and
 - f) any other matter that may be provided for in NWT Law not addressed in 47.1.1.
- 47.1.4 In exercising its Jurisdiction and Authority under 47.1.3, the Tłegóhli Got'ine Government will perform those duties that are the same as the duties of municipalities under NWT Law and in the performance of any of those duties, or any duties that it has by virtue of an exercise of its Jurisdiction and Authority under 47.1.1, the Tłegóhli Got'ine Government has the benefit of the same limitations of liability that municipalities are entitled to under NWT Law with respect to the exercise of the same duties under NWT Law.
- 47.1.5 The Jurisdiction and Authority set out in 47.1.1 and 47.1.3 does not include:
- a) establishing a land titles system;
 - b) consumer protection;
 - c) regulation of utilities;
 - d) occupational health and safety; and
 - e) expropriation of mines and minerals.

- 47.1.6 The TłegóhłĪ Got'ine Government has standing to make representations to the Public Utilities Board or any other administrative decision-maker established under NWT Law in respect of public utility services, if the Public Utilities Board or that other decision-maker considers any matter affecting the provision of public utility service within the TłegóhłĪ Administrative Area which is within the jurisdiction of the Public Utility Board or that other decision-maker.
- 47.1.7 Notwithstanding the geographic limit to the Jurisdiction and Authority set out in 47.1.1 and 47.1.3, TłegóhłĪ Got'ine Law made under 47.1.1 and 47.1.3 may apply, by agreement between the TłegóhłĪ Got'ine Government and the GNWT, outside of TłegóhłĪ, but within the TłegóhłĪ Administrative Area, in order to facilitate the delivery of service.

47.2 STANDARDS

- 47.2.1 TłegóhłĪ Got'ine Laws made under 47.1.1 and 47.1.3 will provide for health and safety standards and technical codes regarding public works, community infrastructure, and local services that are at least equivalent to federal and NWT health and safety standards and technical codes.
- 47.2.2 The GNWT will confer with the TłegóhłĪ Got'ine Government before amending or establishing standards and technical codes referred to in 47.2.1.

47.3 CONFLICT

- 47.3.1 In the event of a Conflict between a TłegóhłĪ Got'ine Law made under 47.1.1 and a Federal Law or NWT Law, TłegóhłĪ Got'ine Law prevails to the extent of the Conflict.
- 47.3.2 In the event of a Conflict between a TłegóhłĪ Got'ine Law made under 47.1.3 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 48 GAMING AND GAMBLING

48.1 GENERAL

- 48.1.1 The consent of the Tłegóhłi Got'jneȚ Government is required for any licence or approval of gaming or gambling:
- a) on Settlement Lands set out in schedule C; and
 - b) in Tłegóhłi.
- 48.1.2 The written consent under 48.1.1 may include terms and conditions provided that those terms and conditions are consistent with Federal Law and NWT Law.
- 48.1.3 Nothing in this FSGA will be construed to restrict the ability of the Tłegóhłi Got'jneȚ Government to participate in the regulation, conduct, or management of gaming and gambling permitted under any Federal Law or NWT Law.

CHAPTER 49 LIQUOR AND INTOXICANTS

49.1 JURISDICTION AND AUTHORITY – LIQUOR

49.1.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor in Tłegóhłi and on Settlement Lands set out in schedule C.

49.1.2 The Jurisdiction and Authority set out in 49.1.1 does not include the:

- a) manufacturing of Liquor;
- b) importing of Liquor into the NWT;
- c) distributing of Liquor within the NWT; and
- d) exporting of Liquor.

49.2 CONFLICT – LIQUOR

49.2.1 In the event of a Conflict between a Tłegóhłi Got'ine Law made under 49.1.1 and a Federal Law or NWT Law, Tłegóhłi Got'ine Law prevails to the extent of the Conflict.

49.3 JURISDICTION AND AUTHORITY – INTOXICANTS

49.3.1 The Tłegóhłi Got'ine Government has Jurisdiction and Authority in Tłegóhłi and on Settlement Lands set out in schedule C in relation to the:

- a) prohibition or control of the non-commercial distribution or consumption of Intoxicants; and
- b) prohibition of retail sale of Intoxicants.

49.3.2 The Jurisdiction and Authority set out in 49.3.1 does not include the:

- a) production of Intoxicants;
- b) import and export of Intoxicants;
- c) non-retail sale of Intoxicants; and
- d) distribution of Intoxicants.

49.4 CONFLICT – INTOXICANTS

- 49.4.1 If there is a Conflict between a Tłegóhłj Got'ine Law made under 49.3.1 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the Conflict.

CHAPTER 50 JUSTICE

50.1 INDEPENDENCE OF THE JUSTICE COUNCIL

50.1.1 In exercising Jurisdiction and Authority under chapter 30, the Tłegóhłi Got'ine Government will provide for the independence of the Justice Council in relation to the appointment, functions, compensation, accountability, and financial management of the Justice Council.

50.2 SANCTIONS

50.2.1 Subject to 50.2.2, the Tłegóhłi Got'ine Government has Jurisdiction and Authority to provide for the imposition of sanctions as a consequence of a violation of Tłegóhłi Got'ine Law.

50.2.2 Subject to 51.2.4, the sanctions imposed for a violation of Tłegóhłi Got'ine Law will not exceed:

- a) for a term of imprisonment, the term imposed under the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater;
- b) for a fine for an individual, the amount set out in the *Criminal Code* (Canada) or in the NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater; and
- c) for a fine for a corporation, \$10,000 or the amount set out in the *Criminal Code* (Canada) or in NWT Law applicable to summary conviction offences for which no specific punishment is provided, whichever is greater.

50.2.3 Tłegóhłi Got'ine Law may create alternative sanctions that are consistent with the culture and values of the Tłegóhłi Got'ine, provided that those sanctions are not imposed on an offender without their consent. If a victim's participation is required for the sanction to be carried out, the victim's consent is required.

50.3 ENFORCEMENT

50.3.1 The Tłegóhłi Got'ine Government is responsible for the enforcement of Tłegóhłi Got'ine Laws.

50.3.2 The Tłegóhłi Got'ine Government has Jurisdiction and Authority to:

- a) appoint officers who:
 - i) are responsible for the enforcement of Tłegóhłi Got'ine Law; and

ii) have the powers of enforcement not exceeding those provided by Federal Law or NWT Law for officers enforcing similar laws in the NWT; and

b) enter into agreements with the GNWT or Canada to provide for the enforcement of Tłegóhlį Got'İne Law.

50.3.3 The Tłegóhlį Got'İne Government will:

a) ensure that enforcement officers appointed by the Tłegóhlį Got'İne Government are trained to carry out their duties having regard to recruitment, selection, and training standards for other enforcement officers carrying out similar duties in the NWT; and

b) establish and implement procedures for responding to complaints against its enforcement officers.

50.3.4 Jurisdiction and Authority under 50.3.2 does not include the Jurisdiction and Authority to:

a) establish a police force, regulate police activities, or appoint police officers or peace officers; or

b) authorize the acquisition, possession, transport, carrying, or use of a firearm, ammunition, prohibited weapon, or prohibited device as these terms are defined in Part III of the *Criminal Code* (Canada).

50.4 ALTERNATIVE MEASURES AND EXTRA-JUDICIAL MEASURES

50.4.1 The Tłegóhlį Got'İne Government has Jurisdiction and Authority with respect to the enforcement of Tłegóhlį Got'İne Law:

a) alternative measures similar to those provided for in the *Criminal Code* (Canada); and

b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act* (Canada),

to deal with persons accused of offences created under Tłegóhlį Got'İne Law.

50.5 PROSECUTIONS

50.5.1 The Tłegóhlį Got'İne Government is responsible for the prosecution of violations of Tłegóhlį Got'İne Law before the courts of the NWT.

50.5.2 The Tłegóhlį Got'İne Government has Jurisdiction and Authority to:

a) appoint individuals; or

b) enter into agreements with appropriate prosecution services,

to prosecute violations of Tłegóhlį Got'jneŃ Law, in a manner that is consistent with the principles of prosecutorial independence.

50.6 ALTERNATIVE DISPUTE RESOLUTION

50.6.1 The Tłegóhlį Got'jneŃ Government may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on the condition that the parties to the dispute agree to use those services.

50.6.2 Nothing in 50.6.1 restricts the right of any person to resolve a dispute through the courts.

50.7 APPEAL AND REHEARING OF DECISIONS

50.7.1 Tłegóhlį Got'jneŃ Law:

a) will provide for a right of appeal or a right to seek a rehearing to persons who are directly affected by decisions of the Tłegóhlį Got'jneŃ Government and Institutions of the Tłegóhlį Got'jneŃ Government made under Tłegóhlį Got'jneŃ Law; and

b) may establish the appropriate appeal and rehearing procedures and mechanisms.

50.8 JUSTICE COUNCIL

50.8.1 The Justice Council will:

a) administer sanctions referred to in 50.2.3;

b) administer alternative measures and extra-judicial measures referred to in 50.4.1;

c) perform the dispute resolution functions referred to in 50.6.1;

d) hear appeals or conduct rehearings referred to in 50.7.1; and

e) exercise other duties and functions assigned to it under Tłegóhlį Got'jneŃ Law.

50.9 COURTS

- 50.9.1 The Territorial Court of the NWT will hear and determine a civil matter arising under Tłegóhlį Got'jneŃ Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT under Federal Law or NWT Law.
- 50.9.2 A judge of the Territorial Court of the NWT or a Justice of the Peace will hear and determine a violation of Tłegóhlį Got'jneŃ Law if the matter would have been within the jurisdiction of the Territorial Court of the NWT or a Justice of the Peace under Federal Law or NWT Law.
- 50.9.3 The Supreme Court of the NWT will hear appeals of decisions of the Territorial Court of the NWT or a Justice of the Peace in relation to Tłegóhlį Got'jneŃ Law.
- 50.9.4 The Supreme Court of the NWT will hear and determine a:
- a) civil matter arising under Tłegóhlį Got'jneŃ Law that does not fall under the jurisdiction of the Territorial Court of the NWT under 50.9.1; and
 - b) challenge to Tłegóhlį Got'jneŃ Law.
- 50.9.5 A Tłegóhlį Got'jneŃ Law may be enforced by applying to the Supreme Court of the NWT for any available remedy under NWT Law.
- 50.9.6 The Supreme Court of the NWT has exclusive jurisdiction to hear an application for judicial review of an administrative decision of the Tłegóhlį Got'jneŃ Government or Institutions of the Tłegóhlį Got'jneŃ Government.
- 50.9.7 No application for judicial review may be brought until all procedures for appeal or review provided under Tłegóhlį Got'jneŃ Law applicable to the administrative decision are exhausted.
- 50.9.8 Any matter arising under Tłegóhlį Got'jneŃ Law which is taken before any territorial court is subject to the applicable rules of court and the ability of the court to control its process.

50.10 ADMINISTERING SANCTIONS

- 50.10.1 The GNWT is responsible for administering fines or terms of probation or imprisonment imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhlį Got'jneŃ Law in the same manner as those imposed for violations of Federal Laws and NWT Laws.

50.10.2 The GNWT will pay to the Tłegóhłi Got'jneę Government the proceeds of fines imposed by the Territorial Court of the NWT or the Supreme Court of the NWT for violations of Tłegóhłi Got'jneę Law.

50.10.3 The Tłegóhłi Got'jneę Government is responsible for administering:

- a) sanctions created under 50.2.3;
- b) the alternative measures established under 50.4.1 a), and
- c) the extra-judicial measures under 50.4.1 b).

50.11 CONFLICT

50.11.1 In the event of a Conflict between a Tłegóhłi Got'jneę Law made under this Chapter and a Federal Law or NWT Law, the Tłegóhłi Got'jneę Law prevails to the extent of the Conflict.

CHAPTER 51 TAXATION

51.1 DEFINITIONS

51.1.1 In this chapter:

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

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

51.2 JURISDICTION AND AUTHORITY

51.2.1 The Tłegóhlį Got'jne Government has Jurisdiction and Authority with respect to Direct taxation of Citizens within Tłegóhlį and within Settlement Lands in order to raise revenue for Tłegóhlį Got'jne Government purposes.

51.2.2 From time to time, at the request of the Tłegóhlį Got'jne Government, Canada and the GNWT, together or separately, may negotiate and attempt to reach an agreement with the Tłegóhlį Got'jne Government respecting the:

- a) extent to which the Jurisdiction and Authority under 51.2.1 may be extended to apply to Persons other than Citizens, within Tłegóhlį and within Settlement Lands; and
- b) manner in which the Tłegóhlį Got'jne Government's tax system will be coordinated with federal or GNWT tax systems, including the:
 - i) amount of tax room that Canada or GNWT may be prepared to vacate in favour of taxes imposed by the Tłegóhlį Got'jne Government; and
 - ii) terms and conditions under which Canada or GNWT may administer, on behalf of the Tłegóhlį Got'jne Government, taxes imposed by the Tłegóhlį Got'jne Government.

51.2.3 An agreement under 51.2.2 may address the coordination, within Settlement Lands, of the Tłegóhlį Got'jne Government's tax system with a tax system of another Sahtu Dene and Metis self-government established under a self-government agreement.

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLĮ GOT'JNE

- 51.2.4 Notwithstanding 50, an agreement under 51.2.2 may provide, or enable a Tłegóhlį Got'jne Law to provide for:
- a) fines or terms of imprisonment under a Tłegóhlį Got'jne Law in relation to taxation that are greater than the limits set out in 50.2.2; and
 - b) other measures related to the administration, enforcement, adjudication, and appeal of matters in relation to taxation.
- 51.2.5 The Jurisdiction and Authority under 51.2.1 does not limit the taxation Jurisdiction and Authority of Canada or the GNWT.
- 51.2.6 An agreement concluded under 51.2.2:
- a) is not part of this FSGA;
 - b) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*; and
 - c) does not recognize or affirm aboriginal or treaty rights within the meaning of the *Constitution Act, 1982*.

CHAPTER 52 FINANCIAL PRINCIPLES

52.1 FISCAL ARRANGEMENTS

- 52.1.1 The government-to-government relationship referred to in this FSGA includes the establishment of a new intergovernmental fiscal relationship between Canada and Tłegóhłį Got'jne Government in which they agree to work together to develop Fiscal Arrangements that ensure that the Tłegóhłį Got'jne Government has access to sufficient fiscal resources to meet its Expenditure Need as it evolves from time to time.
- 52.1.2 The new intergovernmental fiscal relationship described in 52.1.1 will be implemented through Fiscal Arrangements.
- 52.1.3 The Parties are committed to the principle that Fiscal Arrangements be reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.
- 52.1.4 The Parties acknowledge that they each have a role in supporting the Tłegóhłį Got'jne Government, through direct or indirect financial support or through access to public programs and services, which may be set out in Fiscal Arrangements.

52.2 FINANCING AGREEMENT

- 52.2.1 The first Fiscal Arrangement between Canada and the Tłegóhłį Got'jne Government is a Financing Agreement which:
- a) takes effect on the date set out in that Financing Agreement; and
 - b) will address each of their responsibilities with respect to the Federally Supported Services, Functions, or Activities of the Tłegóhłį Got'jne Government or as identified in the Financing Agreement.
- 52.2.2 A Financing Agreement between the GNWT and the Tłegóhłį Got'jne Government takes effect on the date set out in that Financing Agreement and will address each of their responsibilities with respect to Jurisdictions exercised and program and service responsibilities assumed by the Tłegóhłį Got'jne Government.
- 52.2.3 A Financing Agreement under 52.2.1 or 52.2.2 will set out:
- a) the manner in which transfer payments may be adjusted during the term of the Financing Agreement;
 - b) accountability requirements;

- c) procedures for resolving disputes related to the implementation or interpretation of the Financing Agreement;
 - d) how transfer payments from Canada are calculated and made, including how the Tłegóhłi Got'jne Government's fiscal capacity is considered toward its Expenditure Need;
 - e) how transfer payments from the GNWT are calculated and made;
 - f) the term of the Financing Agreement;
 - g) the process for the amendment, renewal, or termination of the Financing Agreement; and
 - h) any other provisions agreed to by the parties to a Financing Agreement.
- 52.2.4 In circumstances where the Tłegóhłi Got'jne Government's own fiscal capacity is considered in a Fiscal Arrangement, the parties to that Fiscal Arrangement will not consider:
- a) proceeds from the sale or expropriation of any Settlement Lands, as that term is defined in section 2.1.1 of the SDMCLCA, provided to the Tłegóhłi Got'jne Government, including proceeds provided by the Sahtu Secretariat Incorporated;
 - b) any amounts received by the Tłegóhłi Got'jne Government:
 - i) to settle any claims for a breach of lawful obligation owed to the Tłegóhłi Got'jne Government brought before any court, tribunal, administrative decisionmaker, or other decision-making body; or
 - ii) as an award in compensation for a breach of a lawful obligation owed to the Tłegóhłi Got'jne Government ordered by any court, tribunal, or other decision-making body;
 - c) transfers to the Tłegóhłi Got'jne Government made under this FSGA;
 - d) transfers from Canada or the GNWT to support the delivery of programs and services by the Tłegóhłi Got'jne Government; or
 - e) Payments from Impact Benefit Agreements;
- 52.2.5 For greater certainty, transfers of program funding or associated fixed assets, including lands, to the Tłegóhłi Got'jne Government from Canada, the GNWT, or other governments are not included when determining the Tłegóhłi Got'jne Government's fiscal capacity for the purposes of any Fiscal Arrangement.

52.2.6 Fiscal Arrangements that include consideration of the Tłegóhłį Got'jine Government's fiscal capacity will not permit:

- a) Canada to reduce funding or otherwise benefit from a decision of the GNWT to vacate tax room, to delegate tax authorities, or to transfer revenues or revenue capacity to the Tłegóhłį Got'jine Government through other agreements; or
- b) the GNWT to benefit from the decision of Canada to vacate tax room, to delegate tax authorities, or to transfer revenues or revenue capacity to the Tłegóhłį Got'jine Government.

52.3 RENEGOTIATING SUBSEQUENT FISCAL ARRANGEMENTS

52.3.1 Before the expiration or termination by Canada or the Tłegóhłį Got'jine Government of the initial Fiscal Arrangements or their replacements, the Parties will discuss renegotiation of Fiscal Arrangements in accordance with the process set out in those Fiscal Arrangements.

52.3.2 In any review or consideration of changes to Fiscal Arrangements, Canada and the Tłegóhłį Got'jine Government will consider:

- a) existing Fiscal Arrangements, including those that have most recently expired or been terminated; and
- b) Canada's prevailing fiscal policy for self-government agreements.

52.3.3 Any new Fiscal Arrangements or amendments to existing Fiscal Arrangements will be consistent with the principles set out in 52.1.1

52.4 CHANGE TO FEDERAL FISCAL POLICY

52.4.1 If a proposed change to the publicly available federal fiscal policy, in place from to time, in relation to self-government arrangements could have an impact on existing Fiscal Arrangements:

- a) the Tłegóhłį Got'jine Government is entitled to a right of participation in any national or regional collaborative process of engagement established by Canada with Indigenous self-governments on the proposed changes to that federal fiscal policy; or
- b) if a process of engagement does not exist, Canada will provide the Tłegóhłį Got'jine Government:
 - i) notice of the proposed change to that federal fiscal policy; and

- ii) with an opportunity to participate and discuss its views or concerns with respect to the proposed change before Canada changes that federal policy.

52.4.2 Notwithstanding 52.4.1, any changes to the federal fiscal policy on self-government Fiscal Arrangements apply to the Tłegóhłi Got'ine Government, even if the Tłegóhłi Got'ine Government did not participate in a process referred to in 52.4.1.

52.5 NO FINANCIAL OBLIGATION

52.5.1 Unless it is otherwise agreed by the parties to a Fiscal Arrangement, the recognition of the Tłegóhłi Got'ine Government, its Jurisdiction and Authority under the FSGA, or the exercise of the Tłegóhłi Got'ine Government's Jurisdiction or Authority does not create or imply any financial obligation or service delivery obligation on the part of any Party.

52.6 APPROPRIATION OF FUNDS

52.6.1 Any funding required for purposes of any Fiscal Arrangements required or permitted under any provision of this FSGA and that provides for financial obligations to be assumed by a Party is subject to the appropriation of funds:

- a) in the case of Canada, by the Parliament of Canada;
- b) in the case of the GNWT, by the Legislative Assembly of the NWT; or
- c) in the case of the Tłegóhłi Got'ine Government, by the Legislative Council.

PART IV
SCHEDULES

SCHEDULE A DESCRIPTION OF THE TŁEGŪHLĪ ADMINISTRATIVE AREA

In the Northwest Territories;

All coordinates herein are referred to the North American Datum 1983 Canadian Spatial Reference System (NAD83 CSRS Epoch 2010) except where otherwise noted.

The TłegŪhlĪ Administrative Area is illustrated in schedule A-1. The illustration is a support document depicting the written description.

All topographic features hereinafter referred to being according to:

Edition 3 of the Carcajou Canyon map sheet number 96 D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Norman Wells map sheet number 96 E of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 3 of the Lac Belot map sheet number 96 L of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Niddery Lake map sheet number 105 O of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Sekwi Mountain map sheet number 105 P of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Mount Eduni map sheet number 106 A of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Bonnet Plume Lake map sheet number 106 B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Edition 2 of the Sans Sault Rapids map sheet number 106 H of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

For greater clarity, any reference to Canol Road Hiking Trail refers to the southernmost route of the Canol Heritage Trail as depicted on the above mapsheets.

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Commencing at the point of intersection of latitude 65°34'00"N (NAD27) with longitude 128°00'00"W (NAD27) at approximate latitude 65°34'00.2"N and approximate longitude 128°00'07.0"W;

Thence northeasterly in a straight line to the intersection of latitude 66°01'40"N (NAD27) with longitude 126°34'20"W (NAD27) at approximate latitude 66°01'40.4"N and approximate longitude 126°34'26.9"W;

Thence southeasterly along the boundary of the Délıne District, as described in Schedule A of the Délıne Final Self-Government Agreement, to the intersection with longitude 126°15'33.0"W, at approximate latitude 65°55'39.3"N;

Thence southerly in a straight line to boundary monument 202L1000 at the northeast corner of Lot 1000 Quad 96 E/09 Plan 102126 CLSR, 4534 LTO (Sahtu Parcel M32) at approximate latitude 65°39'00.4"N and approximate longitude 126°15'06.7"W;

Thence southerly along the eastern boundary of Lot 1000 Quad 96 E/09 Plan 102126 CLSR, 4534 LTO (Sahtu Parcel M32) to boundary monument 203L1000 from said lot at approximate latitude 65°35'00.3"N and approximate longitude 126°15'06.6"W;

Thence southerly in a straight line to the intersection of latitude 65°04'44"N with longitude 126°12'05"W, said point being near the confluence of Vermilion Creek with the Mackenzie River;

Thence southwesterly in a straight line to boundary monument 2L1000 at the southeastern corner of the Lot 1000 Quad 96 D/16 Plan 83085 CLSR, 3485 LTO (Sahtu Parcel 129) at approximate latitude 64°48'30.3"N and approximate longitude 126°26'06.5"W;

Thence westerly along the southern boundary of Lot 1000 Quad 96 D/16 Plan 83085 CLSR, 3485 LTO (Sahtu Parcel 129) to its intersection with longitude 127°00'00"W (NAD27) at approximate latitude 64°48'37.0"N and approximate longitude 127°00'06.6"W;

Thence south in a straight line to the intersection of latitude 64°46'30"N (NAD27) with longitude 127°00'00"W (NAD27) at approximate latitude 64°46'30.2"N and approximate longitude 127°00'06.6"W;

Thence southwesterly in a straight line to the intersection of latitude 64°45'30"N (NAD27) with longitude 127°02'00"W (NAD27) at approximate latitude 64°45'30.2"N and approximate longitude 127°02'06.6"W;

Thence westerly in a straight line to the intersection of a line perpendicularly 1,000 metres east of the centre line of the Canol Road Hiking Trail with the straight line connecting the intersection of latitude 64°45'30"N (NAD27) and longitude 127°02'00"W (NAD27) to the intersection of latitude 64°45'30"N (NAD27) and longitude 127°16'00"W

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGŪHLĪ GOT'INĒ

(NAD27), said point being at approximate latitude 64°45'30.3"N and approximate longitude 127°05'48.4"W;

Thence southerly and westerly along the line 1,000m perpendicularly distant east and south of the centre line of the Canol Road Hiking Trail to the intersection with the east boundary of Lot 1000 Quad 96 D/11, Plan 83762 CLSR, 3590 LTO (Sahtu Parcel 128) at approximate latitude 64°42'08.4"N and approximate longitude 127°06'06.5"W;

Thence northerly, westerly and southwesterly along the eastern, northern and western boundaries of Lot 1000 Quad 96 D/11, Plan 83762 CLSR, 3590 LTO (Sahtu Parcel 128) to the intersection of the western boundary with the line perpendicularly 1,000 metres south of the centre line of the Canol Road Hiking Trail at approximate latitude 64°40'19.7"N and approximate longitude 127°15'33.9"W;

Thence westerly and southerly along the line 1,000m perpendicularly distant south and east of the centre line of the Canol Road Hiking Trail to where it intersects the northern boundary of Lot 1001 Quad 106 A/1 Plan 90372 CLSR, 4009 LTO (Sahtu Parcel 115) at approximate latitude 64°16'34.3"N and approximate longitude 128°14'54.4"W;

Thence westerly, southwesterly and easterly along the northern, western and southern boundaries of Lot 1001 Quad 106 A/1 Plan 90372 CLSR, 4009 LTO (Sahtu Parcel 115) to the intersection of the southern boundary of said lot with the line 1,000 metres perpendicularly east of the centre line of the Canol Road Hiking Trail at approximate latitude 64°07'00.0"N and approximate longitude 128°30'56.3"W;

Thence southerly along the line 1,000 metres perpendicularly east of the centre line of the Canol Road Hiking Trail, to the south bank of an unnamed stream at approximate latitude 63°49'36.7"N and approximate longitude 128°46'31.0"W;

Thence westerly along the south bank of said stream to the northeast corner of Lot 1000 Quad 105 P/15 Plan 89514 CLSR, 4056 LTO (Sahtu Parcel 118) at approximate latitude 63°49'37.1"N and approximate longitude 128°46'36.7"W and in close proximity to boundary monument 39L1000;

Thence westerly, southerly and northeasterly along the northern, western and southeastern boundaries of Lot 1000 Quad 105 P/15 Plan 89514 CLSR, 4056 LTO (Sahtu Parcel 118) to the intersection of the southeastern boundary with the line 1,000 metres perpendicularly east of the centre line of the Canol Road Hiking Trail at approximate latitude 63°44'37.8"N and approximate longitude 128°43'20.3"W;

Thence southwesterly along the line 1,000 metres perpendicularly east and south of the centre line of the Canol Road Hiking Trail, to where it intersects the northern boundary of Lot 1001 Quad 105 P/5 Plan 88867 CLSR, 4010 LTO (Sahtu Parcel 121) at approximate latitude 63°19'17.9"N and approximate longitude 129°44'39.1"W;

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGŪHLĪ GOT'INĒ

Thence northwesterly, southwesterly, easterly, southerly, westerly, and then southwesterly along the northern boundary of Lot 1001 Quad 105 P/5 Plan 88867 CLSR, 4010 LTO (Sahtu Parcel 121) to boundary monument 5AL1001, said monument being on the south limit of Canol Road Highway as described in Schedule C of the Public Highways Act, Highway Designation and Classification Regulations (R-047-092) and at approximate latitude 63°14'35.2"N and approximate longitude 130°02'10.9"W;

Thence southwesterly along the south limit of Canol Road Highway to where it intersects the Yukon - Northwest Territories boundary at approximate latitude 63°14'34.6"N and approximate longitude 130°02'12.7"W, this point also being on the west boundary of the Sahtu Settlement Area as described in Appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, Volume 1; 1993;

Thence westerly, northerly, and then northeasterly along the west boundary, of the Sahtu Settlement Area to its intersection with latitude 64°26'20"N (NAD27) at approximate latitude 64°26'19.7"N and approximate longitude 130°42'30.6"W;

Thence easterly in a straight line to the intersection of latitude 64°26'20"N (NAD27) with the west bank of an unnamed river at approximate latitude 64°26'19.7"N and approximate longitude 130°41'27.0"W, this point being near to the headwaters of the west branch of the Mountain River;

Thence northerly and easterly along the west and north bank, respectively, of the unnamed river (known as the west branch of the Mountain River) to the intersection of the north bank of the unnamed river with the north bank of the Stone Knife River at approximate latitude 64°52'05.3"N and approximate longitude 129°24'27.9"W;

Thence easterly along the north bank of the Stone Knife River to the intersection of the north bank of the Stone Knife River with the west bank of the Mountain River at approximate latitude 64°51'27.5"N and approximate longitude 129°10'13.3"W;

Thence northeasterly along the west bank of the Mountain River to its intersection with latitude 65°10'00"N (NAD27) at approximate latitude 65°10'00.1"N and approximate longitude 128°42'26.3"W;

Thence easterly in a straight line to the intersection of latitude 65°10'00" N (NAD27) with longitude 128°00'00"W (NAD27) at approximate latitude 65°10'00.2"N and approximate longitude 128°00'06.8"W;

Thence northerly in a straight line to Monument 7L1004, Lot 1004, Quad 96 E/05, 83090 CLSR, 3557 LTO, (Sahtu Parcel M29) at approximate latitude 65°17'00.2"N and approximate longitude 128°00'06.9"W;

Thence northerly along the west boundary of Lot 1004, Quad 96 E/05, 83090 CLSR, 3557 LTO, (Sahtu Parcel M29) to Monument 8L1004, Lot 1004, Quad 96 E/05, 83090

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLĪ GOT'INĒ

CLSR, 3557 LTO, (Sahtu Parcel M29) at approximate latitude 65°20'00.2"N and approximate longitude 128°00'06.9"W;

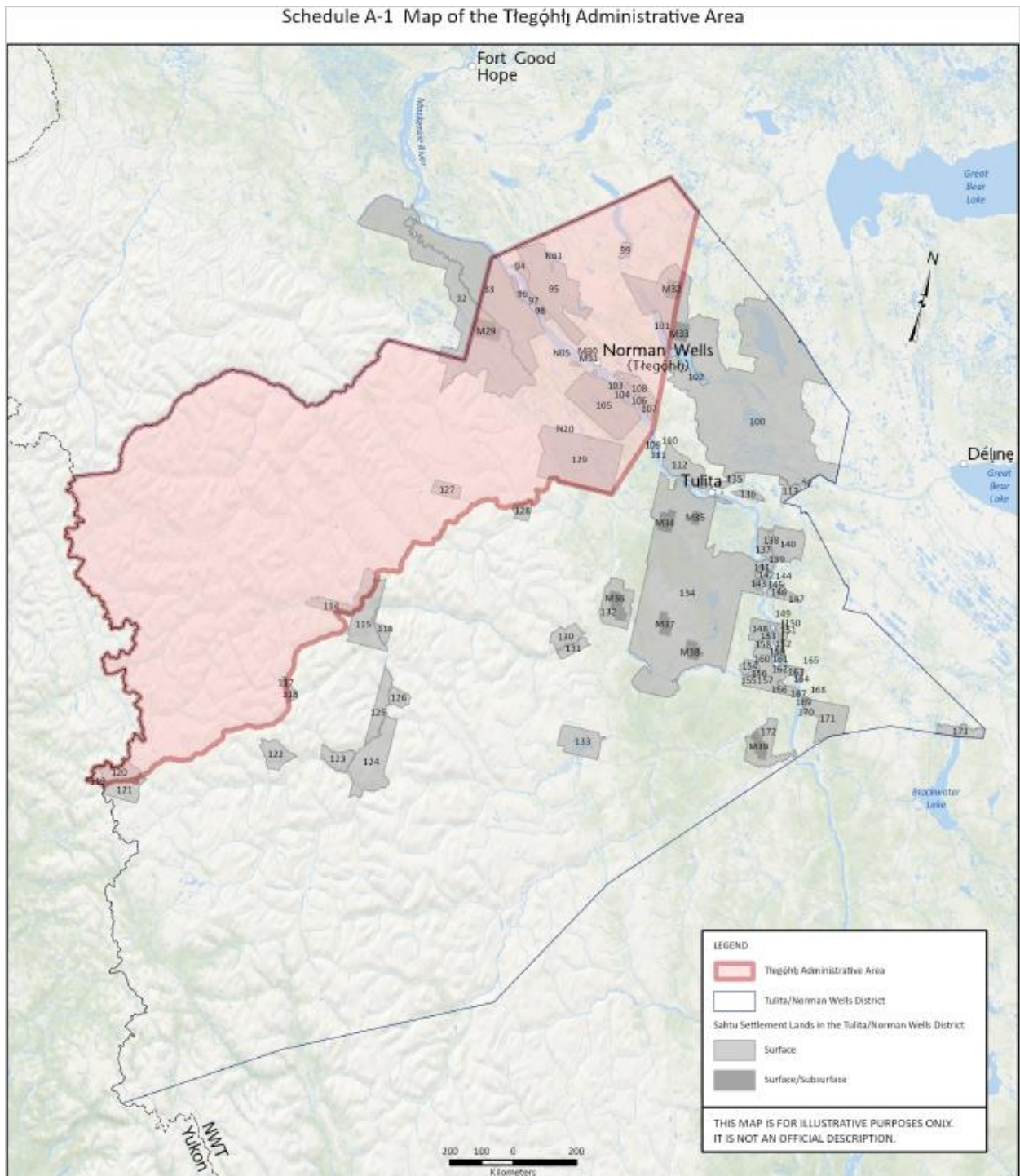
Thence northerly in a straight line to the point of commencement.

NOTES:

“LTO” means Land Titles Office, Northwest Territories Registration District

“CLSR” means Canada Lands Surveys Records

SCHEDULE A-1 MAP OF THE TŁEGŪHLĪ ADMINISTRATIVE AREA



SCHEDULE B DESCRIPTION OF TŁEGÓHLI

All that portion of the Northwest Territories in the vicinity of the community of Norman Wells as shown on the 1:50,000 scale National Topographic Series Maps 96 E/2-Edition 1, 96 E/3-Edition 1, 96 E/6- Edition 1, and 96 E/7-Edition 2, and being more particularly described as follows:

Commencing at the point of confluence of the east bank of Loon Creek with the south bank of the Mackenzie River at approximate latitude 65°14'15" and longitude 126°54'45";

Thence southerly along the east bank of Loon Creek to a point of intersection with the south boundary of the Block Land Transfer for Norman Wells as described in Order in Council PC 1973-293, the point of intersection being approximately 3.3 km east of Geodetic Survey Monument #549210 "Canolase", having latitude 65°12'51.68857", and longitude 127°01'12.69023" (Geodetic Data Bank query December 22, 1989);

Thence west following the boundary of the Block Land Transfer and passing through "Canolase" to an intersection with longitude 127°10'00";

Thence in a straight line to the point of confluence of the west bank of an unnamed stream with the south bank of the Mackenzie River at approximate latitude 65°16'20" and longitude 127°07'00";

Thence in a straight line to the point of intersection of the north bank of the Mackenzie River with longitude 126°55'00";
thence northerly in a straight line to a point having latitude 65°19'50", and longitude 126°53'30";

Thence in a straight line to the point of intersection of the north bank of the Mackenzie River with longitude 126°55'00";

Thence northerly in a straight line to a point having latitude 65°19'50", and longitude 126°53'30";

Thence north-easterly in a straight line to a point having latitude 65°20'45", and longitude 126°51'25" the point being by the north-east end of an unnamed lake;

Thence in a straight line to the most easterly point on the shore of an unnamed lake at approximate latitude 65°17'54", and longitude 126°35'40";

Thence south following the meridian to an intersection with the centre line of the pipeline R/W as shown on Plan 1972-1 deposited in the Land Titles Office in Yellowknife;

FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLĪ GOT'INĒ

Thence westerly and following the centre line of the pipeline R/W to a point being approximately 335 m distant east along the R/W from its intersection with Joe Creek, the point being an intersection with the centre line produced of a faint cut-line;

Thence south-west and following the production, and the centre line of the cut-line to a point on the north-east boundary of Lot 4, Group 1158, as shown on Plan 355 deposited in the Land Titles Office, distant approximately 160 m north-west of its most easterly corner

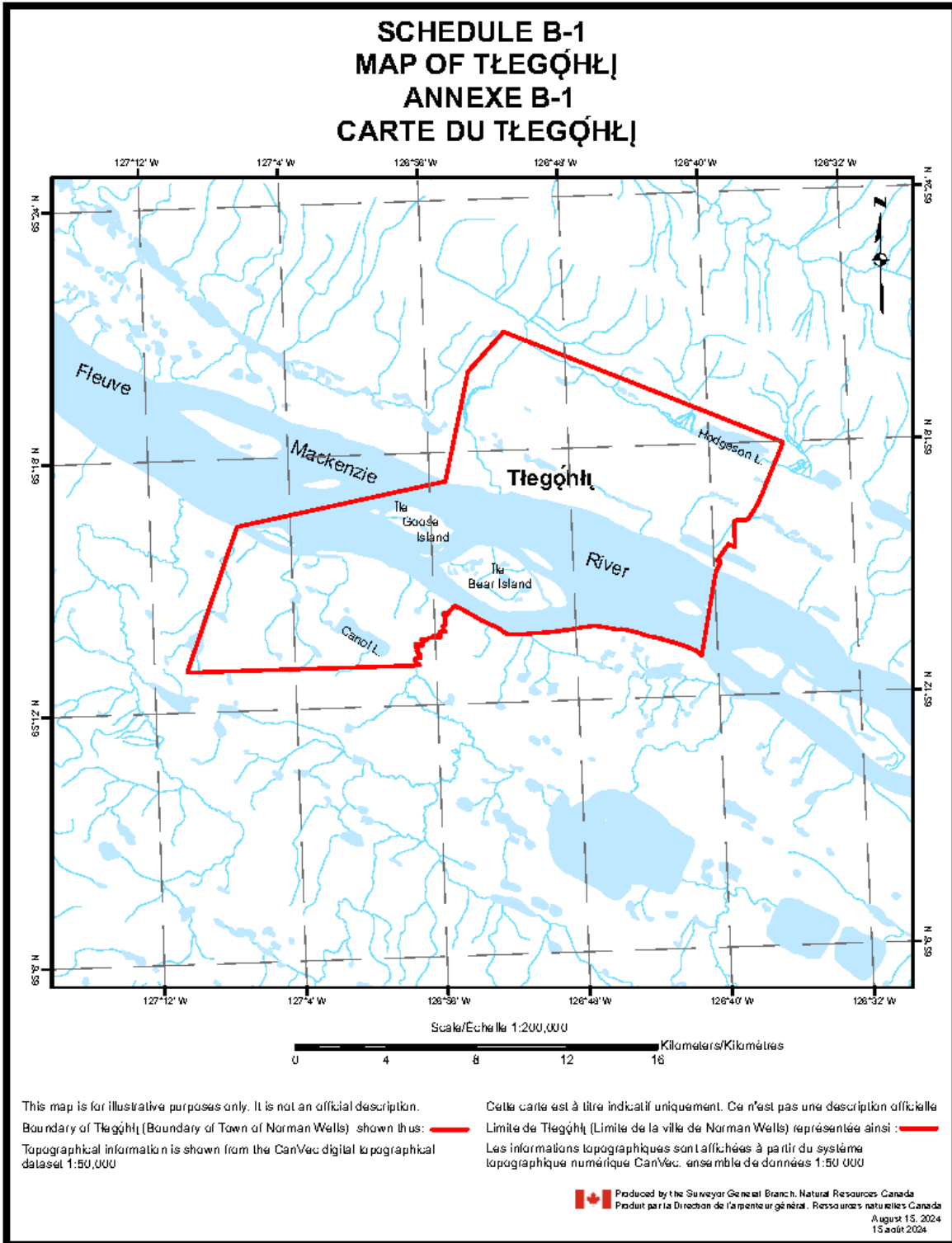
Thence south-west following the boundary of Lot 4, Group 1158 to its most easterly corner;

Thence southerly following the boundary of Lot 4, Group 1158 to its most southerly corner;

Thence to a point on the south bank of the Mackenzie River east of the Geodetic Monument "Canolase" and being the same point as described in the Block Land Transfer;

Thence westerly and following the sinuosities of the south bank of the Mackenzie River to the point of Commencement.

SCHEDULE B-1 MAP OF TŁEGŪHLĪ




SCHEDULE C LIST OF SETTLEMENT LANDS

Intentionally left blank until Tłegóhłi Got'ine Government, Canada and the GNWT amend this schedule in accordance with 5.5.1 to set out the Settlement Lands over which the Tłegóhłi Got'ine Government can exercise their Jurisdictions and Authorities under chapters 23, 24, and 25 or chapters 45, 48 and 49.

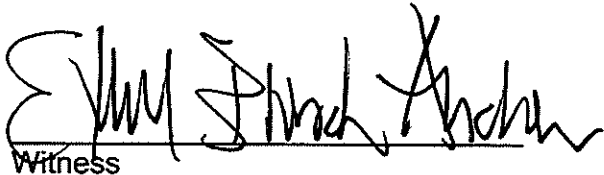
FINAL SELF-GOVERNMENT AGREEMENT FOR THE TŁEGÓHLI GOT'INE

Signed in Ottawa, this 18 day of September, 2025.

**SIGNED on behalf of THE TLEGOHLI GOT'INE GOVERNMENT
INCORPORATED**




PRESIDENT

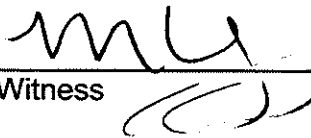


Witness

**SIGNED on behalf of the GOVERNMENT OF THE NORTHWEST
TERRITORIES**



MINISTER OF EXECUTIVE AND
INDIGENOUS AFFAIRS

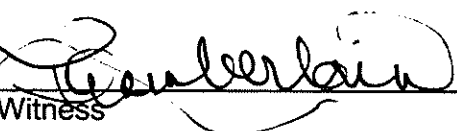


Witness

SIGNED on behalf of the GOVERNMENT OF CANADA



MINISTER OF CROWN-INDIGENOUS
RELATIONS



Witness

