INTERIM MEASURES AGREEMENT

BETWEEN:

NORTHWEST TERRITORY MÉTIS NATION
(Hereinafter referred to as "NWTMN")

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(Hereinafter referred to as "Canada")

- AND -

GOVERNMENT OF THE NORTHWEST TERRITORIES
(Hereinafter referred to as "GNWT")

(Hereinafter collectively referred to as the "Parties")

TABLE OF CONTENTS

BACKGROUND 2

1. ACKNOWLEDGMENTS 3
2. PURPOSE OF THE AGREEMENT 3
3. PRE-SCREENING PROCESS 3
4. ACTIVITIES COVERED BY THE AGREEMENT 5
5. SCHEDULES 6
6. GENERAL 6

APPENDIX 1 8
INTERIM MEASURES AGREEMENT AREA DESCRIPTION 8
MAP 10

SIGNATORIES 11

BACKGROUND:

A. The Métis of the NWTMN, who reside predominantly along the Slave River and in the area of Great Slave Lake, ratified the *South Slave Métis Nation Declaration* on July 24, 2000;

B. *Aboriginal Self-Government - the Government of Canada's Approach to the Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government* states in part that "the Aboriginal peoples of Canada have the right to govern themselves in relation to matters that are internal to their communities, integral to their unique cultures, identities, traditions, languages and institutions, and with respect to their special relationship to their land and their resources";

C. The Métis of the NWTMN wish to maintain a respectful and cooperative relationship in the tradition of their Elders with respect to the land and resources that they and the Akaitcho First Nations both use;

D. The NWTMN assert that lands and resources within the Interim Measures Agreement Area are of fundamental importance for the protection of the social, cultural and economic well-being of themselves and their communities;

E. The Parties signed the *Northwest Territory (South Slave) Métis Framework Agreement* on August 29th, 1996, to guide negotiations under the South Slave Métis Process for the purpose of governing the conduct of negotiations to reach an Agreement-in-Principle. The Parties are currently negotiating an Agreement-in-Principle. Paragraph 2.4 of the *Northwest Territory (South Slave) Métis Framework Agreement* provides that "The Parties, in the course of these negotiations, will discuss measures to protect the integrity of provisions of an Agreement-in-Principle, in particular those provisions relating to land";

F. The Parties have undertaken to update the Northwest Territory Métis Nation Interim Measures Agreement, signed June 2002, to reflect the devolution of the administration and control of public lands, resources and rights in respect of waters in the Northwest Territories to the Commissioner of the Northwest Territories.

THE PARTIES AGREE AS FOLLOWS:

1. ACKNOWLEDGMENTS

1.1 In concluding this Interim Measures Agreement (hereinafter the "Agreement"), the Parties acknowledge the following principles that are foundations of the Agreement:

a) The Parties acknowledge that the Agreement is necessary in order to advance negotiations and to protect the integrity of the provisions now being negotiated to achieve an Agreement in Principle.

b) The Agreement Area, in which the pre-screening process will take place, is both described in writing and is depicted by a line on a map at Appendix 1. The description and the map form part of the Agreement. The description and the map at Appendix 1 are for administrative purposes only in connection with the Agreement.

c) The Parties acknowledge that certain activities prescribed by this Agreement to be carried out by Canada or the Government of the Northwest Territories may be carried out by the Mackenzie Valley Land and Water Board (the "Board).

d) Canada and the NWTMN will enter into discussions concerning the provision of funding to the NWTMN to implement the Agreement.

2. PURPOSE OF THE AGREEMENT

2.1 This Agreement sets up a process whereby the NWTMN will pre-screen applications for activities described in Section 4 of the Agreement ("Activity" or "Activities"), including licences, permits and leases relating to the occupation, use and disposition of lands and resources provided for by statutes and regulations of Canada and the GNWT, pending the negotiation of these matters under the Northwest Territory Métis Nation Lands and Resources negotiations.

2.2 The NWTMN will be consulted in matters related to heritage resources in the context of land and resource management.

3. PRE-SCREENING PROCESS

3.1 The pre-screening process, more fully described in the Schedules, will work as follows:

a) Canada, the GNWT or the Board, as identified in the Schedules to this Agreement, will, without undue delay, notify in writing the NWTMN of any accepted applications for Activities within the Agreement Area, or any Activities outside the Agreement Area that could have an adverse effect on NWTMN Métis interests in the Agreement Area;

b) Canada, the GNWT or the Board, as identified in the Schedules to this Agreement, will make available to the NWTMN any information in their possession necessary to assist the NWTMN to inform itself, review, assess and respond to the application being pre-screened, unless Canada, the GNWT or the Board is prevented by law from so doing;

c) The NWTMN may undertake community consultations, and commission its own studies to assess the impact of the Activity by applying to the Interim Resource Management Assistance Program or successor program;

d) Canada, the GNWT or the Board, as identified in the Schedules to this Agreement, will make their staff available to discuss the application and to meet with the NWTMN if necessary;

e) The NWTMN will base their response in relation to one or more of the following grounds:

I. environmental impacts;
II. socio-economic impacts;
III. impacts on heritage resources; and
IV. any other reasonable grounds they deem relevant.

f) A response by the NWTMN may address the NWTMN Métis' interests in 3.1 (e) by:

I. providing available information on these interests;
II. proposing a course of action that will address these interests;
III. if necessary, providing suggestions for modifying the Activity; and
IV. proposing mitigative measures; or
V. recommending that the Activity not proceed.

g) In the event the NWTMN is unable to complete a pre-screening within the time frame specified in the Schedule, the NWTMN may apply in writing to either Canada, the GNWT or the Board, as the case may be, for a time extension, which request will not be unreasonably denied.

3.2 Following the response by the NWTMN, reasonable and fair consideration will be given to all information provided in the NWTMN response.

3.3 Written notification of the decision made by Canada, the GNWT or the Board, after the NWTMN response concerning the Activity has been taken into account, will be provided in a timely fashion.

3.4 Canada, the GNWT, the NWTMN and the Board will treat all information provided under this Agreement with confidentiality pending negotiation of the Protocol in Section 5.3, and will use that information only for purposes of the decision or assessment of the Activity in question.

4. ACTIVITIES COVERED BY THE AGREEMENT

4.1 The following Activities of Canada, or the Board, will be subject to the pre-screening process as set out in the attached Schedules:

a) Land Use Permits;

b) Water Licences;

c) Surface Federal Crown Lands;

d) National Parks and Protected Areas; and

e) Such other Activities as the Parties may agree.

4.2 The following Activities of the GNWT will be subject to the pre-screening process as set out in the attached Schedules:

a) Disposition of Commissioner's Lands;

b) Territorial Lands;

c) Forest Management;

d) Tourism;

e) Territorial Parks; and

f) Such other Activities as the Parties may agree.

4.3 Canada and the GNWT will consult the NWTMN before proposing any

amendments to legislation and regulations that may adversely affect the implementation of the Agreement or the Agreement itself.

5. SCHEDULES

5.1 Schedules, Protocols or both may be developed to identify and address common issues with other Aboriginal peoples.

5.2 A Protocol may be attached to the Agreement to address all aspects of the care and handling of traditional knowledge in relation to federal and territorial laws relating to intellectual property and confidentiality of information.

6. GENERAL

6.1 Nothing in the Agreement will prejudice any Aboriginal rights that may exist for the NWTMN. Nothing in the Agreement will be construed as an implicit or explicit recognition by Canada or the GNWT of any such rights or of any legal obligations or liability of Canada or the GNWT.

6.2 The Agreement is without prejudice to any legal positions of the Parties, and is not legally binding nor enforceable between the Parties.

6.3 The Agreement is without prejudice to any positions that may be asserted by the NWTMN, Canada or the GNWT concerning the agreement area to be negotiated under the Northwest Territory Métis Nation Land and Resources Final Agreement.

6.4 Consultative arrangements with the NWTMN outside the boundaries of the map at Appendix 1 will not be prejudiced by the Agreement.

6.5 In the event a dispute arises between the Parties regarding the interpretation or implementation of the Agreement, the Parties will meet as soon as is practicable to review the situation and attempt to resolve the dispute.

6.6 The Agreement may be reviewed and amended with the written consent of the Parties.

6.7 The Agreement shall remain in force until the date of the execution of the Final Agreement or until negotiations are terminated by any Party, whichever first occurs. Where any Party intends to take a decision to terminate negotiations, 90 days' notice will be provided in writing and the Parties shall consult prior to the intended date of termination to determine whether matters covered by the

Agreement can continue in another form, in whole or in part.

6.8 Following the signing of the Agreement, Canada and the NWTMN will enter into negotiations for the purpose of concluding an agreement regarding economic measures in the interim of a Final Agreement, to the extent that Aboriginal Affairs and Northern Development Canada has a mandate and authority to provide funding for economic development for the NWTMN.

6.9 The Agreement will not preclude other capacity building initiatives for the NWTMN, nor restrict the NWTMN from being eligible for programs provided by the GNWT or Canada in accordance with criteria applicable from time to time.

6.10 The Parties will review the effectiveness of the Agreement on an annual basis.

6.11 This Agreement may be signed in counterpart by the Parties and upon the execution by the Parties this Agreement replaces and supersedes the Northwest Territory Métis Nation Interim Measures Agreement, dated June 22, 2002.

APPENDIX 1

INTERIM MEASURES AGREEMENT AREA DESCRIPTION

The Interim Measures Agreement Area does not include areas within the community boundaries of: Yellowknife, N'dilo, Dettah, and Behchoko.

Commencing at:

Point A., located at the intersection of the southerly boundary of the Northwest Territories with the west bank of Little Buffalo River;

then in a northerly direction, following the said west bank of Little Buffalo River to Point B., located at the intersection of west bank of Little Buffalo River with the south east bank of Nyarling River;

then in a south westerly direction, following the said south east bank of Nyarling River to Point C., located at the intersection of the south east bank of Nyarling River with the northern limit of Wood Buffalo National Park;

then in a westerly direction, following the said northern limit of Wood Buffalo National Park to Point D., located at the north west corner of Wood Buffalo National Park;

then in a southerly direction, following the western limit of Wood Buffalo National Park to Point E., located at the intersection of the said western limit of Wood Buffalo National Park and the southerly boundary of the Northwest Territories;

then in a westerly direction, following the said southerly boundary of the Northwest Territories to Point F., located at the intersection of the southerly boundary of the Northwest Territories and the north-westerly limit of the Canadian National Railway right of way;

then in a north-easterly direction, following the said north-westerly limit of the Canadian National Railway right of way to Point G., located at the intersection of the northwesterly limit of the Canadian National Railway right of way with the westerly boundary of the block land transfer for the community of Hay River;

then in a north westerly direction, following the said westerly boundary of the block land transfer for the community of Hay River to Point H., located at the intersection of the westerly boundary of the block land transfer for the community of Hay River and the ordinary high water mark (OHWM) of Great Slave Lake;

then in a north-westerly direction, following the said OHWM of Great Slave Lake to Point I., located at the intersection of the OHWM of Great Slave Lake with the west bank of the Kakisa River;

then in a northerly direction, following a straight line to Point J., located at the intersection of the said OHWM of Great Slave Lake located at the most southerly tip of Willow

Point;

then in a north-easterly direction, following the said OHWM of Great Slave Lake to Point K., located at the intersection of the said OHWM of Great Slave Lake with the western limit of the bridge at Frank Channel;

then in an easterly direction, following the limit of the bridge to Point L., located at the intersection of the eastern side of the bridge at Frank Channel and the said OHWM of Great Slave Lake;

then in south, east, then north-easterly directions, following the said OHWM of Great Slave Lake to Point M., located at the intersection of the western OHWM of Barston River with the said OHWM of Great Slave Lake;

then in a north-westerly direction, following the said western OHWM of Barston River to Point N., located at 63°00' north and 110°15' west;

then in a northerly direction to Point P., located at 63°30' north and 110°15' west;

then in a northerly direction to Point Q., located at 64°00' north and 110°15' west;

then in a north-easterly direction to Point R., located at 64°30' north and 109°45' west;

then in a north-easterly direction to Point S., located at the intersection of the west bank of Tarpon Lake with the southern boundary of Nunavut Territory;

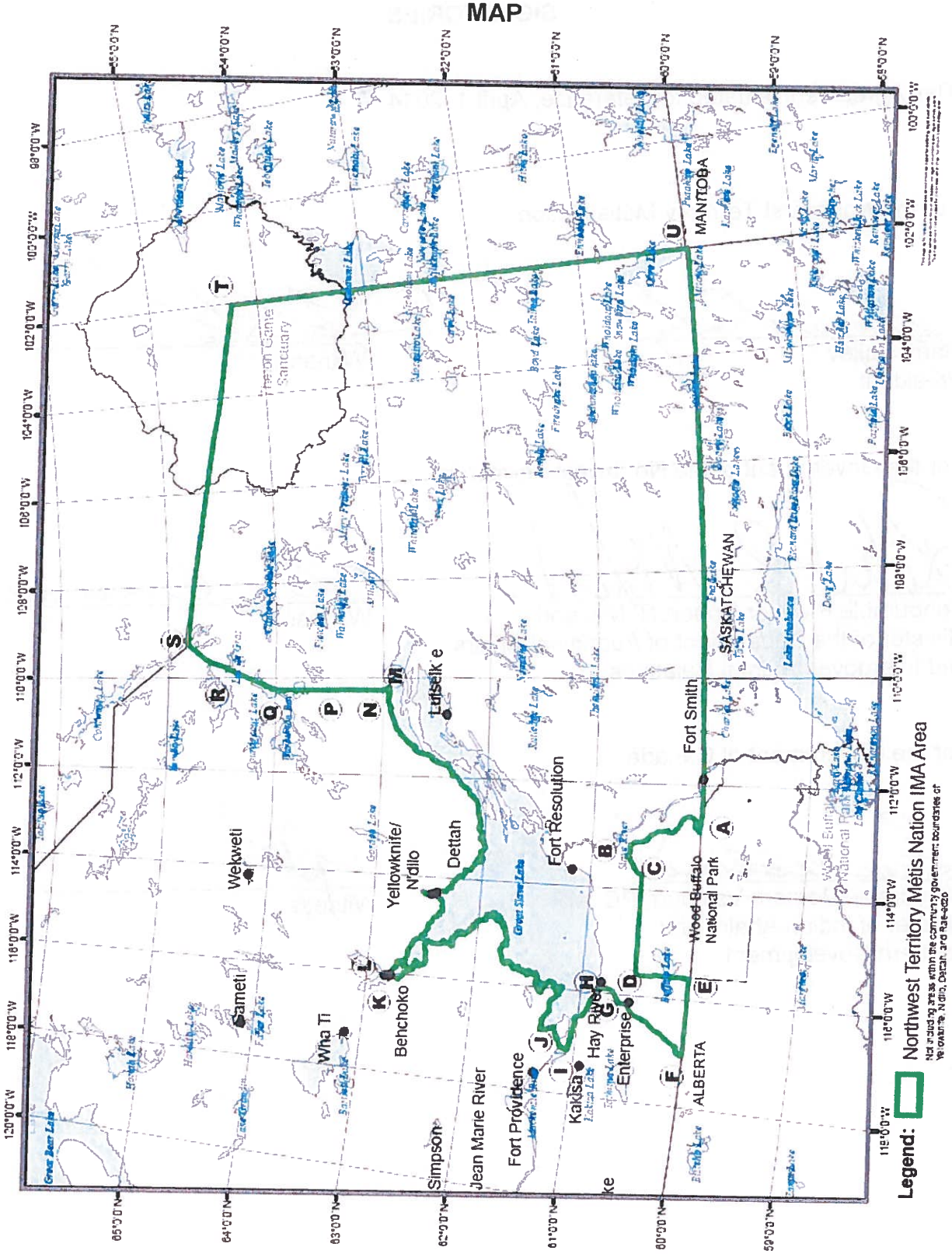
then in an easterly direction, following the said southerly boundary of Nunavut Territory to Point T., located at the intersection of the south and west boundaries of Nunavut Territory (in Thelon Wildlife Sanctuary);

then in a southerly direction, following the said west boundary of Nunavut Territory to Point U., located at the intersection of the east boundary of Nunavut Territory with the southern boundary of the Northwest Territories;

then in a westerly direction, following the said southern boundary of the Northwest Territories to the place of commencement, Point A.

Note: The Canada Lands Survey Record plans are the official plans for the Nunavut, Northwest Territories and Alberta boundaries.

MAP


Legend:
Northwest Territory Métis Nation IMA Area
Not including areas within the community government boundaries of Yellowknife, N'dilo, Dettah, and Rae-Edzo
MANITOBA
SASKATCHEWAN
ALBERTA
Fort Smith
Wood Buffalo National Park
Fort Resolution
Lutselk e
Dettah
Yellowknife/ N'dilo
Wekweti
Sameti
Wha Ti
Behchoko
Fort Providence
Kakisa
Hay River
Enterprise
Simpson
Jean Marie River
Theron Game Sanctuary
A
B
C
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SIGNATORIES

This Agreement is dated for reference, April 1, 2014.

For the Northwest Territory Métis Nation

Garry Bailey
President

Witness

For the Government of the Northwest Territories

Honourable Premier Robert R. McLeod
Minister of the Department of Aboriginal Affairs
and Intergovernmental Relations

Witness

For the Government of Canada

Honourable Bernard Valcourt, PC, MP
Minister of Indian Affairs and
Northern Development

Witness

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

LAND USE PERMITS (4.1 (a))

Scope:

1. The Mackenzie Valley Land and Water Board (the "Board") shall, at its earliest opportunity, notify the NWTMN in writing when an application for a Type A or Type B Land Use Permit as provided for in the *Mackenzie Valley Resource Management Act* ("MVRMA") is received, without prejudice to:

   a. involvement of the NWTMN in the preliminary screening process provided for in the MVRMA; or

   b. involvement of the NWTMN in any other consultative process.

Provision of Information:

2. The Board will, upon acceptance of an application for a Land Use Permit, deliver a package of materials to the NWTMN containing all information concerning the application, within five business days of acceptance of the application as complete by the Board, marking the beginning of the time period for response referred to in Section 7.

3. The Board shall thereafter release all new relevant information to the NWTMN as soon as it becomes available.

4. The Board may, upon request by the NWTMN, provide any further information necessary for the NWTMN to inform itself, review, assess and respond to the application being pre-screened.

5. Where the Board holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The Parties shall exchange information in the following manner:

to the NWTMN by express to the following address:

Northwest Territory Métis Nation
Box 720
Fort Smith, NT
X0E 0P0

to the Board at the following address:

Mackenzie Valley Land and Water Board
P.O. Box 2130
Yellowknife, NT
X1A 2N7

The NWTMN Response:

7. The NWTMN shall respond to the Board within 30 days after receipt of the information identified in Section 2 of this Schedule, or within such time as agreed upon between the Board and the NWTMN.

Notification of Decision

8. The Board shall send a copy of a decision respecting an application for a Land Use Permit to the NWTMN as soon as it is available.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

WATER LICENCES (4.1(b))

Scope:

1. The Mackenzie Valley Land and Water Board (the "Board") shall, at its earliest opportunity, notify the NWTMN in writing when an application for a Type A or Type B Water Licence as provided for in the *Mackenzie Valley Resource Management Act* ("MVRMA") or the *Waters Act* is received, without prejudice to:

   a. involvement of the NWTMN in the preliminary screening process provided for in those Acts; or

   b. involvement of the NWTMN in any other consultative process.

Provision of Information:

2. The Board will, upon acceptance of an application for a Water Licence, deliver a package of materials to the NWTMN containing all information concerning the application, within five business days of acceptance of the application as complete by the Board, marking the beginning of the time period for response referred to in Section 7.

3. The Board shall thereafter release all new relevant information to the NWTMN as soon as it becomes available.

4. The Board may, upon request by the NWTMN, provide any further information necessary for the NWTMN to inform itself, review, assess and respond to the application being pre-screened.

5. Where the Board holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The Parties shall exchange information in the following manner:

to the NWTMN by express to the following address:

Northwest Territory Métis Nation
Box 720
Fort Smith, NT
X0E 0P0

to the Board at the following address:

Mackenzie Valley Land and Water Board
P.O. Box 2130
Yellowknife, NT
X1A 2N7

The NWTMN Response:

7. The NWTMN shall respond to the Board within 30 days after receipt of the information identified in Section 2 of this Schedule, or within such time as agreed upon between the Board and the NWTMN.

Notification of Decision

8. The Board shall send a copy of a decision respecting an application for a Water Licence to the NWTMN as soon as it becomes available.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

SURFACE FEDERAL CROWN LANDS (4.1 (c))

Scope:

1. Canada, shall, at its earliest opportunity, notify the NWTMN in writing when the following applications or renewals as provided for in the *Territorial Lands Act* or *Federal Real Property Act*-are received, without prejudice to the involvement of NWTMN in any other consultative process:

   a) the sale of surface federal Crown lands;
   b) the lease of surface Crown lands;
   c) the lease of surface Crown Territorial Lands with an option to purchase at a later date;
   d) the issuance of Reserves of Crown Territorial lands;
   e) the transfer of Crown lands to federal or territorial-departments or agencies except where infrastructure already exist;
   f) the establishment of easements for Crown lands; and
   g) the issuance of licences of occupation for Crown lands.

Provision of Information:

2. The appropriate division of the Department of Aboriginal Affairs and Northern Development Canada (AANDC) will, upon acceptance of an application or renewal described in Section 1, deliver a package of materials to the NWTMN containing all information concerning the application or renewal within five business days of acceptance of the application or renewal as complete by AANDC marking the beginning of the time period for response referred to in Section 7.

3. AANDC shall thereafter release all new relevant information to the NWTMN as soon as it becomes available.

4. AANDC, may, upon request by the NWTMN, provide any further information necessary for the NWTMN to inform itself, review, assess and respond to the application or renewal being pre-screened.

5. Where AANDC holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The Parties shall exchange information in the following manner:

to the NWTMN by express to the following address:

Northwest Territory Métis Nation
Box 720
Fort Smith, NT
X0E 0P0

to AANDC at the following address:

Aboriginal Affairs and Northern Development Canada
Box 1500
Yellowknife, NT
X1A 2R3

The NWTMN Response:

7. The NWTMN shall respond to AANDC within 45 days after receipt of the information identified in Section 2 of this Schedule, or within such time as agreed upon between AANDC and the NWTMN.

Notification of Decision:

8. AANDC will advise the NWTMN in writing, once the consultation process has been completed and a decision has been rendered, of the action taken in relation to the application or renewal being considered.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

NATIONAL PARKS AND PROTECTED AREAS (4.1(d))

Scope:

1. Canada will, at its earliest opportunity, notify the NWTMN in writing of any proposal for creation or expansion of the following as provided for in the *Canada National Parks Act,* the *Historic Sites and Monuments Act,* the *Canada Wildlife Act,* the *Migratory Birds Convention Act* or the *Territorial Lands Act*, without prejudice to any other consultative process involving the NWTMN:

   a) National Parks;
   b) National Park Reserves;
   c) National Historic Sites administered by Parks Canada;
   d) Migratory Bird Sanctuaries; or
   e) National Wildlife Areas.

Provision of Information:

2. Canada will, upon development of a proposal described in Section 1, deliver a package of materials to the NWTMN containing all information concerning the proposal as soon as the proposal is initially approved by the CEO of the Parks Canada Agency or the Regional Director of the Canadian Wildlife Service, as the case may be, marking the beginning of the time period for response referred to in Section 7.

3. Canada shall thereafter release all new relevant information to the NWTMN as soon as it becomes available.

4. Canada may, upon request by the NWTMN, provide any further information available to Canada necessary for the NWTMN to inform itself, review, assess and respond to the proposal being pre-screened.

5. Where Canada holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The Parties shall exchange information in the following manner:

to the NWTMN by express to the following address:

Northwest Territory Métis Nation
Box 720
Fort Smith, NT
X0E 0P0

to Canada at the following addresses:

for National Parks and National Park Reserves

The Director, Parks Establishment Branch
Parks Canada Agency
25 Eddy Street
Gatineau, QC
K1A 0M5

for Historic Sites Administered by Parks Canada

Director, System Development Branch
National Historic Sites
Parks Canada Agency
25 Eddy Street, 5th Floor
Gatineau, QC
K1A 0M5

for Environment Canada

Chief, Northern Conservation Division
Environment Canada
5204 - 50th Avenue
Yellowknife, NT
X1A 1E2

The NWTMN Response:

7. The NWTMN shall respond to Canada within:

a. 180 days after receipt of the information identified in Section 1 (a), (b) and (c) of this Schedule;

b. 90 days after receipt of the information identified in Section 1 (d) and (e) of this Schedule; or

c. such time as agreed between Canada and the NWTMN.

Notification of Decision

8. Canada will advise the NWTMN in writing of its decision as soon as practicable after the decision is taken.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

DISPOSITION OF COMMISSIONER'S LAND (4.2 (a))

Applicable Contact Personnel:

GNWT Contact:
Regional Superintendent
Department of Lands
Government of Northwest Territories
136 Simpson Street – Evergreen Building
P.O. Box 658
Fort Smith, NT
X0E 0P0

NWTMN Contact:
Northwest Territory Métis Nation
P.O. Box 720
Fort Smith, NT
X0E 0P0

Scope:

1. The GNWT will consult the NWTMN on applications made pursuant to the *Commissioner's Land Act* for the disposition of Commissioner's Land within the Interim Measures Agreement Area (the "Agreement Area"). Where a renewal or assignment of a lease represents a significant variation of the lease, as originally approved, the GNWT will consult the NWTMN using the process described in the IMA.

2. The NWTMN understands the importance of Lutsel K'e to the Lutsel K'e Dene Band; therefore, in the spirit of promoting honourable relations between the NWTMN and Akaitcho Dene First Nations, dispositions, renewals or assignments of Commissioner's Land within the community of Lutsel K'e shall be excluded from this Schedule.

3. The Parties acknowledge that Section 2 is without prejudice to any position the Parties may take with respect to land, resources and governance matters.

4. The GNWT will not consult with the NWTMN concerning existing interests on Commissioner's Land.

5. For greater certainty, this Schedule is without prejudice to any other consultation

process involving the NWTMN.

Pre-Screening Process:

6. The GNWT will, at its earliest opportunity, provide the NWTMN with a package of materials concerning the proposed Disposition of Commissioner's Land.

7. The GNWT shall thereafter release to the NWTMN all new relevant information concerning the proposed Disposition of Commissioner's Land as soon as it becomes available for release.

8. Where the GNWT holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

9. The NWTMN will consider the application for the proposed Disposition of Commissioner's Land and will make a written recommendation to the Regional Superintendent within 60 days of receipt of the materials or within such reasonable time as otherwise agreed upon between the GNWT and the NWTMN. The NWTMN response to the GNWT may be based upon, but is not limited to, the following:

   a) Written submissions;
   b) Oral submissions;
   c) Audio-visual presentation; and/or
   d) Elder submission – oral or written.

10. Where an Aboriginal group or Aboriginal person has demonstrated an interest in the proposed Disposition of Commissioner's Land, then the NWTMN response will be considered in conjunction with other processes or consultations with the other Aboriginal group or Aboriginal person.

11. The GNWT will fully consider the response of the NWTMN to the proposal. The Regional Superintendent will advise the NWTMN on how their views will be taken into account.

12. The GNWT will provide written notification of its decision to the NWTMN.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

TERRITORAL LANDS (4.2 (b))

Scope:

1. The GNWT shall, at its earliest opportunity, notify the NWTMN in writing when the following applications or renewals as provided for in the *Northwest Territories Lands Act* are received, without prejudice to the involvement of NWTMN in any other consultative process:

   a) the sale of surface Territorial lands;
   b) the lease of surface Territorial lands;
   c) the lease of surface Territorial lands with an option to purchase at a later date;
   d) the issuance of Reserves of Territorial lands;
   e) the transfer of public Territorial lands to territorial-departments or agencies except where infrastructure already exists;
   f) the establishment of easements for Territorial lands; and
   g) the issuance of licences of occupation for Territorial lands.

Provision of Information:

2. The Director, Land Administration, Department of Lands will, upon acceptance of an application or renewal described in Section 1, deliver a package of materials to the NWTMN containing all information concerning the application or renewal within five business days of acceptance of the application or renewal as complete by Department of Lands, marking the beginning of the time period for response referred to in Section 7.

3. Department of Lands shall thereafter release all new relevant information to the NWTMN as soon as it becomes available.

4. Department of Lands may, upon request by the NWTMN, provide any further information necessary for the NWTMN to inform itself, review, assess and respond to the application or renewal being pre-screened.

5. Where Department of Lands holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The Parties shall exchange information in the following manner:

to the NWTMN by express to the following address:

Northwest Territory Métis Nation
Box 720
Fort Smith, NT
X0E 0P0

to GNWT at the following address:

The Director, Land Administration, Department of Lands
P.O. Box 1320
Yellowknife, NT
X1A 2L9

The NWTMN Response:

7. The NWTMN shall respond to Department of Lands within 45 days after receipt of the information identified in Section 2 of this Schedule, or within such time as agreed upon between Department of Lands and the NWTMN.

Notification of Decision:

8. The Department of Lands will advise the NWTMN in writing, once the consultation process has been completed and a decision has been rendered, of the action taken in relation to the application or renewal being considered.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

FOREST MANAGEMENT (4.2 (c))

Applicable Contact Personnel:

GNWT Contact:
Forest Management Supervisor
Department of Environment & Natural Resources
Government of the Northwest Territories
P.O. Box 1320
Yellowknife, NT
X1A 2L9

NWTMN Contact:
Northwest Territory Métis Nation
P.O. Box 720
Fort Smith, NT
X0E 0P0

Scope:

1. Subject to Sections 2, 3 and 4, the GNWT will consult with the NWTMN Métis on applications or proposals for the following forest management activities made pursuant to the *Forest Management Act* and pertaining to the Interim Measures Agreement Area (the "Agreement Area"):

   a) timbercutting licences;
   b) timbercutting permits
   c) free timber-cutting permits
   d) research licences; and
   e) the establishment of fuel wood harvesting areas.

2. The GNWT and the NWTMN will work co-operatively to identify sensitive areas within the Agreement Area where consultation will occur on all applications and proposals for timber-cutting permits. Until such time as these areas are identified and agreed upon as reasonable by both Parties, the GNWT will consult on timber-cutting permits for a volume of timber in excess of 300 cubic metres. Consultation will occur on timber-cutting permits for a volume of excess of 300 cubic metres outside of these agreed upon areas, once those areas have been established.

3. The GNWT and the NWTMN will work co-operatively to identify sensitive areas

within the Agreement Area where consultation will occur on all applications and proposals for free timber-cutting permits. Until such time as these areas are identified and agreed upon as reasonable by both Parties, free timber-cutting permits shall continue to be authorized pursuant to the *Forest Management Act*. Free timber-cutting permits shall continue to be issued pursuant to the *Forest Management Act* outside of the agreed upon areas, once those areas have been established.

4. The following forest management activities are allowed and forest management authorizations may be issued without the requirement for consultation as set out in this Schedule:

   a) forest management authorizations relating to the harvesting of timber which occurs as a result of another development activity and which is incidental to that development activity;
   b) where the Minister, pursuant to Section 28 (1) of the *Forest Management Act*, intends to direct the Forest Management Supervisor to issue a permit or licence in respect of an appeal made under Section 22 (1) of the *Forest Management Act*;
   c) scaling licences;
   d) permits issued in established fuel wood harvesting areas; and
   e) any of the exemptions listed in Section 12 of the *Forest Management Regulations*

5. Where an application to amend an authorization is made pursuant to the Forest Management Act, the GNWT will consult the NWTMN using the process described in the IMA.

6. For greater certainty, this Schedule is without prejudice to any other consultation process involving the NWTMN.

Pre-Screening Process:

7. Where a forest management or forest harvesting activity, referenced in Section 1, is proposed in the Agreement Area, the GNWT will, upon receipt of a complete application and at its earliest opportunity, deliver a package of materials to the NWTMN Métis describing the proposed activity.

8. Where the GNWT proposes the establishment of an area where permits will be granted for the harvesting of fuel wood in the Agreement Area, the GNWT will, at its earliest opportunity, deliver a package of materials to the NWTMN Métis describing the details of the proposed location and reasons for the establishment.

9. The GNWT shall thereafter release to the NWTMN all new relevant information concerning the applications or proposals described in Sections 4 and 5, as soon as it becomes available.

10. Where the GNWT holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

11. The NWTMN will consider the proposal and will respond to the Forest Management Supervisor within 60 days of receipt of the materials or within such reasonable time as otherwise agreed upon between the GNWT and NWTMN. The NWTMN response may include, but is not limited to, the following:

    a) written submissions;
    b) oral submissions;
    c) audio-visual presentations; and/or
    d) elder's submissions – oral or written.

12. Where an Aboriginal group or Aboriginal person has demonstrated an interest in the area of the proposed activity, the NWTMN response will be considered in conjunction with other processes or consultations with the other Aboriginal group or Aboriginal person.

13. The GNWT will fully consider the response of the NWTMN to the proposal. The Forest Management Supervisor will advise the NWTMN on how their views will be taken into account.

14. The GNWT will provide written notification of its decision to the NWTMN.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

TOURISM (4.2 (d))

Applicable Contact Personnel:

GNWT Contact:
Regional Superintendent
Department of Industry, Tourism and Investment
Government of the Northwest Territories
P.O. Box 231
Fort Smith, NT
X0E 0P0

NWTMN Contact:
Northwest Territory Métis Nation,
P.O. Box 720
Fort Smith, NT
X0E 0P0

Scope:

1. The GNWT will consult with the NWTMN with respect to new applications for Tourism Operator Licences (TOLs), made under the *Tourism Act* and *Tourism Regulations*, to conduct a tourism activity in the Interim Measures Agreement Area (the "Agreement Area").

2. The GNWT will consult with the NWTMN in the case of applications for renewal of a TOL, or amendment of a TOL, that is located in the Agreement Area, that are significant in the opinion of the licence administrator under the *Tourism Act* (Regional Superintendent). A significant amendment would include a major change to the tourism operator's area of operation within the Agreement Area or to the activities it offers within the Agreement Area.

3. The GNWT will not consult with the NWTMN in the case of a transfer of a TOL in the Agreement Area unless, in the opinion of the Regional Superintendent, there is a significant amendment to the TOL.

Pre-Screening Process:

4. The GNWT will, within 15 days after receiving a TOL application described under Section 1 of this Schedule, deliver a copy of the TOL application to the NWTMN.

5. The NWTMN can, within 30 days of receipt of the copy of the TOL application described in Section 1 of this Schedule, submit a written statement of its views on

the TOL application to the Regional Superintendent.

6. The GNWT will send a copy of the NWTMN's written views to the TOL applicant, who will then have 21 days after receipt the copy of the NWTMN's written views to respond to the GNWT, in writing, including amending or withdrawing the application.

7. Unless the GNWT considers it necessary, the TOL application will not be resubmitted to the NWTMN if the TOL application is changed.

8. The GNWT will, before issuing the TOL, consider the above described written views of the NWTMN as well as TOL applicant written response to the NWTMN's views.

9. The GNWT will also not issue or renew a TOL in the Agreement Area unless a number of criteria under the *Tourism Regulations* are met. These include but are not limited to the requirements that the activity to be conducted by the applicant:
    1. will be reasonably safe to the participants and the public;
    2. will not have a negative impact on the environment;
    3. will not unreasonably conflict or interfere with the activities of other tourism operators; and
    4. will not unreasonably conflict or interfere with the traditional or current use of the area of operation.

SCHEDULE TO THE INTERIM MEASURES AGREEMENT

TERRITORIAL PARKS (4.2 (e))

Applicable Contact Personnel:

GNWT Contact:
Superintendent of Parks
Department of Industry, Tourism and Investment
Government of the Northwest Territories
P.O. Box 1320
Yellowknife, NT
X1A 2L9

NWTMN Contact:
Northwest Territory Métis Nation
P.O. Box 720
Fort Smith, NT
X0E 0P0

Scope:

1. The GNWT will consult with the NWTMN on the following proposals made pursuant to the *Territorial Parks Act* and pertaining to the Interim Measures Agreement Area (the "Agreement Area"):

   a) the establishment of a new Park;
   b) the expansion of an established Park; or
   c) the naming of a Park.

2. For greater certainty, this Schedule is without prejudice to any other consultation process involving the NWTMN.

Pre-Screening Process:

3. Where the establishment of a new Park, the expansion of an established Park, or the naming of a Park is proposed in the Agreement Area, the GNWT will, at its earliest opportunity, deliver a package of materials to the NWTMN describing the proposal.

4. The GNWT shall thereafter release all new relevant information concerning a proposal to the NWTMN as soon as it becomes available.

5. Where the GNWT holds public meetings relating to the proposal, any official records of such meetings will be released to the NWTMN as soon as they are completed.

6. The NWTMN will consider the proposal and will respond, to the GNWT Superintendent of Parks within 90 days of receipt of the materials or within such reasonable time as otherwise agreed upon between the GNWT and the NWTMN. The NWTMN response may include, but is not limited to, the following:

   a) Written submissions;
   b) Oral submissions;
   c) Audio-visual presentations; and/or
   d) Elder's submissions – oral or written.

7. Where an Aboriginal group or Aboriginal person has demonstrated an interest in the proposed location for the new or expanded Park, or in the naming of a Park, then the NWTMN response will be considered in conjunction with other processes or consultations with the other Aboriginal group or Aboriginal person.

8. The GNWT will fully consider the NWTMN response to the proposal. The GNWT Superintendent of Parks will then meet with the NWTMN on how its views will be taken into account.

9. The GNWT will provide written notification of its decision to the NWTMN.