

CANADA – NORTHWEST TERRITORIES NATURE AGREEMENT

This Agreement for the protection, conservation and recovery of biodiversity, habitat and species at risk (“Agreement”) is made in duplicate as of ____ **(Date)** ____.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by the Minister of the Environment
 (“Canada” or “Environment and Climate Change Canada” or “ECCC”)

And

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Environment and Climate Change
 (“Northwest Territories” or “GNWT”)

(hereinafter the “Parties”)

PREAMBLE

WHEREAS the Parties are committed to addressing the triple crises of biodiversity loss, climate change and pollution through the protection, conservation and recovery of biodiversity, habitat, species at risk and migratory birds in the Northwest Territories;

WHEREAS the Parties believe that protecting nature for present and future generations requires cooperation, coordination, predictable and sustainable resourcing, and a shared responsibility by all governments, Indigenous organizations, non-governmental and non-Indigenous organizations, the private sector, and all territorial citizens;

WHEREAS the Northwest Territories are the homelands of the Dene First Nations, the Inuvialuit, and the Métis Indigenous Peoples who have throughout history and to this day, lived on these lands and waters and maintain their distinct identities, cultures and ways of life;

WHEREAS the Parties intend to support Indigenous-led conservation and stewardship initiatives in the Northwest Territories;

WHEREAS the parties recognize the Northwest Territories Project Finance for Permanence (NWT-PFP) – *Our Land for the Future*, initiative as a tool to support Indigenous-led stewardship of lands and waters in the Northwest Territories;

WHEREAS the Parties have engaged with and considered Indigenous Peoples' perspectives and interests in the development of this Agreement and are committed to engage with, and where appropriate consult with, potentially affected Indigenous Peoples in relation to steps to be taken in the implementation of this Agreement;

WHEREAS the Parties intend that this Agreement be interpreted in a manner consistent with the recognition and affirmation of existing Aboriginal and treaty rights as recognized in section 35 of the *Constitution Act, 1982*, including the duty to consult.

WHEREAS the Government of Canada and the Government of the Northwest Territories are working in consultation and cooperation with First Nations, Inuit, and Métis to implement the *United Nations Declaration on the Rights of Indigenous Peoples* ("UNDRIP") in Canada and the Northwest Territories, pursuant to Canada's *United Nations Declaration on the Rights of Indigenous Peoples Act* ("UNDA"), SC 2021, c.14 and to the Government of the Northwest Territories' *United Nations Declaration on the Rights of Indigenous Peoples Implementation Act* ("UNDRIPIA"), 2023, respectively;

WHEREAS the Government of Canada's engagement and co-development of new policies and programs that may apply to the Inuvialuit Settlement Region is guided by

the Inuit Nunangat Policy that guides design, development and delivery of all new or renewed federal policies, programs, services, and initiatives that apply in Inuit Nunangat and/or benefit Inuit, including programs of general application, and to support Inuit self-determination; with the purpose of promoting, prosperity and supporting community and individual wellbeing throughout Inuit Nunangat with the goal of socio-economic and cultural equity between Inuit and other Canadians;

WHEREAS the Government of Canada, the Government of the Northwest Territories, Indigenous governments and organizations, boards, councils, committees, and harvesters share responsibility for wildlife and habitat management and conservation in the Northwest Territories;

WHEREAS the Parties have agreed to the implementation of the pan-Canadian definitions for recognizing and reporting on protected areas and other effective area-based conservation measures (OECMs) in *One with Nature: A Renewed Approach to Land and Freshwater Conservation in Canada* and recommitted to its vision in 2023 in the context of the Kunming-Montreal Global Biodiversity Framework (KMGBF);

WHEREAS the Parties recognize that the protection, conservation and recovery of biodiversity, habitat and species at risk will require long-term resourcing and cooperation in shared responsibilities;

WHEREAS Canada is a signatory to the *United Nations Convention on Biological Diversity* and adopted the KMGBF, which outlines 23 targets and aims to, among other things: respect the rights, roles, and contributions of Indigenous Peoples; halt and reverse biodiversity loss to put nature on a path to recovery by 2030; support the sustainable use of biodiversity for the benefit of present and future generations by 2050; protect at least 30% of the world's lands, inland waters, coastal and marine areas by 2030; and undertake biodiversity-inclusive management on all lands and waters;

WHEREAS Canada released its *2030 Nature Strategy* in June 2024, which lays out how Canada will implement the nature protection goals under the KMGBF while recognizing that nature conservation requires a whole-of-government and whole-of-society approach to succeed;

WHEREAS Canada pledged to join the Bonn Challenge, a global initiative aimed at bringing 350 million hectares of degraded and deforested landscapes under restoration by 2030;

WHEREAS Canada has made a nationally determined commitment under the Paris Agreement to reduce greenhouse gas (GHG) emissions by 40 to 45% below 2005 levels by 2030 and to achieve net-zero emissions by 2050;

WHEREAS the Government of the Northwest Territories has committed to a GHG reduction target of 30% below 2005 levels by 2030;

WHEREAS in September 2019, the Government of Canada launched Canada's Arctic and Northern Policy Framework in which goal 5 of the framework recognizes the need for healthy and resilient Arctic and northern ecosystems;

WHEREAS the administration and control of public lands, resources, and rights in respect of waters in the Northwest Territories were devolved from Canada to the Commissioner of the Northwest Territories as per the Northwest Territories Lands and Resources Devolution Agreement as reflected in the *Northwest Territories Act*, SC 2014, c. 2, s. 2;

WHEREAS the Northwest Territories' *Protected Areas Act*, SNWT 2019, c.11, provides a process for new protected areas to be identified and established, and a framework for management of those protected areas in order to support and promote the protection, conservation and maintenance of biodiversity, ecological integrity and cultural continuity of the Northwest Territories;

WHEREAS the territorial government and Indigenous governments are responsible for establishing and reporting Protected and Conserved Areas on territorial Crown land and on Indigenous-owned land, respectively, and are jointly responsible for protection, conservation and management of certain areas;

WHEREAS, at signing, 15.8% of the Northwest Territories consists of protected and other conserved areas in the Canadian Protected and Conserved Areas Database (CPCAD);

WHEREAS the Government of the Northwest Territories and Canada have, prior to this agreement, sought to collaboratively advance conservation and protection of areas, including under the Target 1 Challenge initiative;

WHEREAS the Government of the Northwest Territories' renewed *Healthy Land, Healthy People: GNWT Priorities of the Northwest Territories Conservation Network 2023-2028* work plan serves as their primary tool for enabling the identification, nomination, establishment, and management of Protected and Conserved Areas across the NWT, and associated conservation initiatives;

WHEREAS in the Northwest Territories, conservation zones in legally binding regional land use plans contribute to Protected and Conserved Areas in the territory through their recognition and reporting as OECMs;

WHEREAS Canada has a responsibility for, among other things, migratory birds protected by the *Migratory Birds Convention Act, 1994*, SC 1994, c.22; wildlife areas under the *Canada Wildlife Act, RSC 1985, C.W-9*; wildlife species located on federal lands, wildlife species listed in Schedule 1 of the *Species at Risk Act*, SC 2002, c.29 (“SARA”), including the authority to address recovery, as well as the protection of listed wildlife species including the individuals, their residences and critical habitat on federal land and in certain circumstances on non-federal land, under that Act; and national parks under the *Canada National Parks Act*, SC 2000, c.32; and freshwater national marine conservation areas under the *Canada National Marine Conservation Areas Act*, SC 2002, c.18;

WHEREAS the GNWT has authority for wildlife and its habitat in the Northwest Territories under the *Northwest Territories Act*, SC 2014, c.2, s. 2, and exercises that authority, mostly, through the *Wildlife Act*, SNWT 2013, c.30, and in accordance with Aboriginal and treaty rights recognized and affirmed under s. 35 of the *Constitution Act, 1982*;

WHEREAS the importance of cooperation and coordination to conserve species at risk and their habitat is recognized and affirmed through the *Species at Risk (NWT) Act*, SNWT 2009, c.16;

WHEREAS section 4 of the *Department of the Environment Act*, RSC, 1985, C. E-10, sets out the powers, duties and functions of the federal Minister of the Environment;

WHEREAS sections 10 and 11 of the *Species at Risk Act*, SC 2002, c.29 provides the competent minister with the authority to enter into administrative agreements with any other government in Canada and to benefit a species at risk or enhance its survival in the wild, respectively;

WHEREAS the Parties are both signatories to the *Accord for the Protection of Species at Risk* (1996) to protect and recover threatened species;

WHEREAS this Agreement does not preclude new nature-related initiatives outside the scope of activities referenced in this Agreement;

NOW THEREFORE, the Parties commit to the following:

1 PURPOSE

The purpose of this agreement is to establish a cooperative and collaborative framework between the Parties for advancing nature conservation, including on Protected and Conserved Areas, species at risk, and other shared priorities.

It establishes a framework for the integration of new information to inform future Biodiversity and conservation initiatives. This framework will also provide for the coordination on planning and implementation of the Agreement by the Parties.

2 OBJECTIVES

2.1 The following are key objectives of this Agreement:

- 2.1.1 Support and advance ongoing collaboration with Indigenous governments and Indigenous organizations, using existing planning and decision-making tools, to bring Indigenous-led conservation and stewardship initiatives in the NWT to the point of final decision-making.
- 2.1.2 Continue to advance conservation of areas that have been identified for protection and conservation through *Healthy Land, Healthy People* to a decision point and report to CPCAD if eligible, and continue efforts to conserve Biodiversity, ecological integrity, and cultural continuity, which will contribute to Canada's target of 30% of Canada protected and conserved by 2030.
- 2.1.3 Support co-management and advance reconciliation by recognizing and supporting Indigenous-led conservation and stewardship of the environment, recognizing and incorporating Indigenous Knowledge, and capacity building through initiatives, such as the Indigenous-led NWT Project Finance for Permanence (PFP) Initiative.
- 2.1.4 Continue to engage with Indigenous governments and Indigenous organizations as partners in a co-management approach to protecting land and water.
- 2.1.5 Advance the management, conservation and recovery of species at risk, migratory birds and the protection of their Critical Habitats under the *Species at Risk Act*, SC 2002, c.29.
- 2.1.6 Maximize conservation and protection outcomes to benefit Biodiversity broadly, including migratory birds, ecosystems, and species of conservation concern.
- 2.1.7 Support Data collection, production and measurement to enhance understanding of northern ecosystems and Biodiversity and the effects of environmental change.
- 2.1.8 Support Data sharing that are relevant to the coordination and implementation of conservation efforts, including the conservation of species at risk and their habitat, in a manner that is publicly accessible and open while respecting confidential or sensitive Data.

- 2.1.9 Support the Parties in considering opportunities to undertake ecosystem restoration to reduce the effects of and adapt to climate change while also supporting Biodiversity conservation.

3 *PRINCIPLES AND INTERPRETATION*

3.1 The following principles will guide the interpretation and implementation of this Agreement:

- 3.1.1 This Agreement and all its Schedules will be read as a whole and constitutes the entire Agreement between the Parties and cannot be supplemented or amended orally or in writing unless incorporated into this Agreement.
- 3.1.2 This Agreement is not legally binding and is not intended to create any legal obligations on the part of either party.
- 3.1.3 This Agreement does not create any new legal powers or duties, nor does it fetter any discretion or alter existing powers and duties, including those established by any federal or territorial legislation.
- 3.1.4 The Parties do not relinquish any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.
- 3.1.5 The Agreement does not, in any manner, alter the Aboriginal or treaty rights of any Indigenous Peoples.
- 3.1.6 The Parties acknowledge that this Agreement does not supersede existing government-to-government agreements.
- 3.1.7 Nothing in this Agreement will affect any of the existing or future decision-making processes and negotiations with regards to rights over land, water and resource management within the Northwest Territories, including, without limiting the generality of the foregoing:
 - 3.1.7.1 Co-management boards and other decision-making processes created pursuant to land, resource and self-government agreements, treaties, other agreements or legislation;
 - 3.1.7.2 Land use planning processes; and
 - 3.1.7.3 Negotiations towards modern treaties.
- 3.1.8 The Agreement and its implementation will be outcome-driven by resulting in tangible, measurable and or demonstratable improvements to the conservation

and recovery of Biodiversity, including through Protected and Conserved Areas, species at risk and their Critical Habitat.

3.1.8.1 Clear goals, objectives and measurable results are essential to establish performance expectations, monitor progress and develop or maintain public trust.

3.1.8.2 Articulated conservation outcomes will include numerical or other objective performance standards and timelines wherever feasible. Where standards, guidelines or indicators are used, their relevance to the agreement's objectives will be periodically reviewed.

3.1.9 The Agreement and its implementation will be grounded in science and Indigenous and local knowledge by promoting evidence-based decision-making, using the best available information, with respect to conservation, wildlife, and climate with explicit linkages to peer-reviewed monitoring, research, and recommendations.

3.1.10 The Agreement and its implementation will be grounded in Indigenous conservation ambitions by advancing Indigenous-led initiatives for conservation monitoring and planning programs.

3.1.11 The Agreement and its implementation will be efficient by building on existing agreements and commitments and seek linkages and co-benefits with other initiatives and priorities (e.g., linking to the NWT PFP priorities, linking area-based conservation efforts to species conservation and/or climate change mitigation and adaptation).

3.1.12 The Agreement will be mutually beneficial by having the Parties work together to ensure actions align with respective mandates.

3.1.13 The Agreement and its implementation will be transparent and accountable and the Parties, in the spirit of transparency, will keep each other informed of and coordinate decisions and funding announcements related to shared interests and conservation in the NWT.

3.1.14 Both Parties are accountable to deliver on the steps they are to take in this Agreement, and Parties will publicly report on results of the Agreement.

4 COMMITMENTS

4.1 Protected and Conserved Areas

- 4.1.1 The GNWT will take the following steps for Protected and Conserved Areas:
- 4.1.1.1 The GNWT will carry forward its priorities from previous and current workplans outlined in *Healthy Land, Healthy People*.
 - 4.1.1.2 The GNWT will support the implementation of the PFP Agreement – *Our Land for the Future*.
 - 4.1.1.3 The GNWT will work towards achieving protection and conservation of areas set out in Schedule I a) and b) of this Agreement, which are inclusive of areas proposed under *Healthy Land, Healthy People*, representing up to 6% of the total land and water mass in the Northwest Territories by 2028 as new Protected Areas and OECMs, such that up to 23.3% of the Northwest Territories would be protected and conserved.
 - 4.1.1.4 Subject to additional federal funding appropriations and existing decision-making processes, the GNWT will make reasonable efforts towards achieving protection and conservation of areas set out in Schedule I c) of this Agreement, which are inclusive of areas proposed under Appendix C of *Healthy Land, Healthy People* and the PFP Agreement, representing up to an additional 3.6% of the total land and water mass in the Northwest Territories by 2035 as new Protected Areas and OECMs, such that up to 26.9% of the Northwest Territories would be protected and conserved.
 - 4.1.1.5 Areas that meet the pan-Canadian definition of Protected Areas or OECMs, including candidate and interim areas in accordance with the collaboratively established pan-Canadian definitions for each, will be reported into CPCAD in the next reporting cycle.
 - 4.1.1.6 The GNWT commits to advance Dinàgà Wek'èhodì negotiations towards final decision-making on its establishment and report it in accordance with s. 4.1.1.5 prior to the end of 2028.
 - 4.1.1.7 The GNWT will seek to advance planning and make reasonable efforts to conclude final decision-making for Ejié Túé Ndáde, Łue Túé Sųláı, Sambaa K'e and Ka'a'gee Tu Territorial Candidate Protected Areas and report it in accordance with s. 4.1.1.5 prior to the end of 2028.
 - 4.1.1.8 The GNWT will support the Tłıchq Government in reporting, or will report with Tłıchq Government consent, to CPCAD, the Gowhadō Yek'e t'ii k'e

and Tłıchq Nawoo Ké Dét'ahot'ıı IPCAs (estimated to be 1.63% of lands in the NWT)

- 4.1.1.9 The GNWT will finalize comprehensive regulations for Thaidene Nënë IPCA and Territorial Protected Area and continue to apply regulations for Ts'udé Niljné Tuyeta IPCA and Territorial Protected Area. The GNWT will complete the first management plans under the NWT *Protected Areas Act* for both Ts'udé Niljné Tuyeta and Thaidene Nënë by 2030.
- 4.1.1.10 The GNWT will seek to conclude a partnership agreement for the future Sahtú K'aowe (Great Bear Lake watershed) IPCA with the Déliné Got'ıne Government, and will consider options for counting Great Bear Lake (Tsá Tué) as an OECM. To this end, the GNWT will, if negotiation with Déliné Got'ıne Government is successful, draft a partnership agreement with Déliné Got'ıne Government and will work with Déliné Got'ıne Government, Sahtú Secretariat Incorporated and the Sahtú Land Use Planning Board to determine how Great Bear Lake could be counted as an OECM.
- 4.1.1.11 The GNWT will work with the Tulit'a IPCA Steering Committee to understand their interests regarding Nío Nę P'ęné and Willow, Kelly, Lennie and Mahoney Lakes area IPCAs in the Tulit'a District. To this end, as set out in *Healthy Land, Healthy People*, the GNWT will seek to develop a memorandum of understanding for a feasibility study by the Steering Committee for the Willow, Kelly, Lennie, and Mahoney Lakes area, and meet with the Steering Committee to discuss Nío Nę P'ęné by 2030.
- 4.1.1.12 The GNWT will continue the development of administrative systems for existing and future Protected Areas (e.g. further developing a permitting system for authorizations in Protected Areas, management policies).
- 4.1.1.13 The Parties will collaborate on fire management in Edézhıe Dehcho Protected Area and NWA, as outlined in the Spending Agreement Related To Fire Fighting In Edézhıe Dehcho Protected Area and National Wildlife Area found in Schedule II, signed June 23, 2023.
- 4.1.1.14 The GNWT and Canada will seek to develop a shared protocol by 2026, engaging with the Dehcho First Nations and Tłıchq Government, on the

response to Anthrax outbreaks or other collaborative management needs within Edézhíe.

4.1.1.15 The GNWT and Canada will continue to work collaboratively on existing and future national Protected and Conserved Areas in the NWT.

4.2 **Species at Risk and Migratory Birds**

4.2.1 Canada will continue to engage the GNWT on the development of the federal SARA policy on Critical Habitat Protection on Non-Federal Lands, to be finalized according to the timeline publicly committed to in Canada's Management Action Plan.

4.2.2 Canada will seek to address the SARA legal definition of "federal lands" to address implementation issues for Critical Habitat protection post-devolution.

4.2.3 The GNWT will work with Canada to identify protection of species at risk and their Critical Habitat on territorial lands. This will align with the outcomes identified in federal recovery strategies and action plans and territorial implementation plans including working with Conference of Management Authorities (CMA) in NWT.

4.2.4 In line with the federal policy outlined in s. 4.2.1, once completed, the GNWT will work towards achieving the appropriate level of protection for species at risk and their Critical Habitat.

4.2.5 The Parties will develop a memorandum of understanding on s.79 of SARA to set out roles and responsibilities including identifying the adverse effects of proposed projects on species at risk, their habitat and Critical Habitat, and ensure mitigation and monitoring measures are taken in alignment with any applicable recovery strategy or action plan.

4.2.6 Wildlife Management and Monitoring Plans will, where applicable, include measures for species at risk (except migratory birds) as well as managing migratory bird habitat on territorial lands. Incident reporting requirements will continue to include migratory birds.

4.2.7 The Parties agree to follow the Mitigation Hierarchy when assessing and managing effects to SARA listed species and where required, to develop and explore approaches for offsetting to ensure that decisions are consistent with federal and territorial species recovery documents.

- 4.2.8 The GNWT will continue efforts with Indigenous governments and Indigenous organizations for the recovery of Barren-ground caribou herds, for the recovery of Wood Bison, to implement the Peary Caribou recovery Strategy, and for the recovery of other Priority Species identified under the Pan-Canadian approach to transforming species at risk conservation in Canada if the official list is changed.
- 4.2.9 Canada and the GNWT will seek to support the conservation of species assessed as, or being assessed as, at risk by the NWT Species at Risk Committee. This includes flow-through funds for members of the CMA as well as Indigenous governments or Indigenous organizations without a settled claim. The Parties will particularly consider approved CMA implementation actions for species for which specific funding is not otherwise available from Canada.

4.3 Data and information sharing

- 4.3.1 For the purpose of this Agreement, the Parties will share any Data collected or produced during activities associated with this Agreement with each other, without charge except as jointly decided to cover the costs of reproduction and delivery, and without a separate Data sharing agreement.
- 4.3.2 The Parties may, at their discretion, share any relevant Data that was collected prior to this Agreement.
- 4.3.3 The Parties will make available any Data collected or produced under this Agreement open to the public as soon it can be reasonably made available except for Data that are subject to valid exceptions, such as ownership by a third party, security, conservation requirements, privacy, and confidentiality, as determined by the Parties
- 4.3.4 In this context, Indigenous Knowledge and Indigenous innovations, practices and technologies should only be accessed with the free, prior and informed consent of the Indigenous Peoples to whom that information relates.
- 4.3.5 For the purpose of this Agreement, the Parties will ensure that the best available Data, information and knowledge, are accessible to guide effective and equitable governance, and to strengthen communication, awareness-raising, education, monitoring, research and knowledge management.
- 4.3.6 In the event the Parties share with each other Data that is identified as being confidential or sensitive, the Parties will keep such information confidential in the same manner as they would keep their own confidential information confidential. Each Party will accept such Data in confidence following the procedures outlined in their respective access to information acts and relevant internal policies

(*Access to Information Act*, RSC 1985, c. A-1, and *Information and Protection of Privacy Act*, SNWT 2023, c.7.)

4.3.7 The Parties understand that when Data are shared on a confidential basis:

4.3.7.1 A Party who shares Data can set a timeframe during which the Data may be used, and a date by which all copies of the Data must be deleted.

4.3.7.2 The Data may not be shared with third parties or published without the written consent of the Parties who own the Data.

4.3.7.3 If a Party who shares Data consents to it being published by the other Party, the Party who is publishing the Data will acknowledge the source of the Data. In this case, the Party who obtains consent for publishing does not need to delete the copies of the Data in accordance with s. 4.4.7.1.

4.3.8 The Parties acknowledge that maintaining confidentiality is subject to court orders or any applicable laws, including without limitation the *Access to Information Act*, RSC 1985, c. A-1, and the *Information and Protection of Privacy Act*, SNWT 2023, c.7.

4.3.9 The Parties understand that the determination of whether information is confidential or sensitive or should otherwise not be shared with another Party or the public is subject to their respective internal policies about Data sharing and legislation. For Canada, this includes the *Directive on Open Government*.

4.3.10 The Parties understand that sharing Data and use of Data from another Party does not constitute ownership or a transfer of copyright of the Data. Any proprietary rights remain with the Party who shared the Data.

4.3.11 The Parties understand that nothing in this Agreement is intended to be construed as granting or implying any rights to, or interest in, intellectual property as recognized by the law, including but not limited to, intellectual property rights protected through legislation.

4.3.12 None of the Parties make any warranties as to the accuracy of the Data. Each Party may make changes, corrections, additions, or deletions to the Data without any expectation that the Party sharing the Data will update the other Party.

5 GOVERNANCE

- 5.1 For the purposes of this Agreement, the Representatives from each jurisdiction are:
 - 5.1.1 Canada: The Assistant Deputy Minister of the Canadian Wildlife Service, ECCC, or the appointed delegate.
 - 5.1.2 Government of the Northwest Territories: The Assistant Deputy Minister of Policy and Strategic Planning, Environment and Climate Change (ECC), and the Assistant Deputy Minister of Wildlife and Forest Management, ECC, or the appointed delegate.
- 5.2 The Representatives or delegates oversee reporting and advising on the actions to be undertaken to implement this Agreement and to ensure communication, collaboration, and cooperation between the Parties occurs in a timely manner.
- 5.3 The Representatives will identify primary and alternate contacts with respect to the implementation of this Agreement.
- 5.4 The Representatives or delegates will meet at least semi-annually, with additional technical meetings as necessary to review the implementation of this Agreement.
- 5.5 The Northwest Territories Representatives will meet with ECCC's Canadian Wildlife Service Representative at least once annually, with additional technical meetings as necessary, to discuss shared areas of interest in relation to this Agreement.
- 5.6 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Canada by officials of the Assistant Deputy Minister of the Canadian Wildlife Service, ECCC, and on behalf of the GNWT by officials of the Assistant Deputy Minister of Policy and Strategic Planning, ECC and the Assistant Deputy Minister of Wildlife and Forest Management, ECC.

6 FINANCIAL ARRANGEMENTS AND SUPPORT

- 6.1 Recognizing the significant sustainable financial investments required to protect, conserve and contribute to the recovery of Biodiversity, habitat and species at risk, the Parties will work together to identify needs, priorities and funding opportunities to implement measures to achieve the Purpose and Objectives identified in this Agreement.
- 6.2 The Parties also recognize that the protection, conservation and recovery of nature will require long-term resourcing.
- 6.3 This Agreement does not create an instrument to transfer funds. The Parties agree that a contribution agreement is required to transfer funds.

- 6.4 The Parties will sign one or more contribution agreements to support the implementation of this Agreement. The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities and budgetary constraints.
- 6.5 To advance the Purpose and Objectives of this agreement and to support the implementation of this Agreement, Canada will contribute up to \$20 million, prior to March 31, 2026.
- 6.6 The Parties acknowledge that future opportunities may arise to further support the commitments outlined in this Agreement or additional related commitments which could be added by amendment.
- 6.7 Prior to 2026, Canada and the GNWT will assess initial progress in implementing this Agreement and, subject to Parliamentary appropriations, seek periodic renewal of funding to continue to advance the GNWT's role in nature conservation objectives in potential and new Protected and Conserved Areas, in the long term, as well as additional activities above base funding in existing areas.
- 6.8 The parties will make efforts to explore mechanisms to promote, align and coordinate major grant and contribution funding, including with third parties, to achieve the highest positive impact towards the objectives and outcomes of this Agreement.

7 PLANNING, MONITORING, AND REPORTING

- 7.1 The Government of the Northwest Territories will lead public reporting on progress implementing this Agreement, in November of each year, starting in 2025.
- 7.2 Progress reporting will be prepared in plain language and will, at minimum, report on outcomes achieved for any commitments scheduled for the Fiscal Year preceding the reporting date.
- 7.3 The GNWT will annually identify areas – as outlined under *Healthy Land, Healthy People* – that do or are expected to meet pan-Canadian definitions for Protected and Conserved Areas, and OECMs and will provide anticipated timeline for the establishment of protection of those areas (as candidate, interim, or fully protected areas and OECMs).
- 7.4 Complementary to the annual report, the GNWT will provide, when available, one publicly available case-study showcasing an example of an Indigenous-led area-based conservation reported in CPCAD.

8 DURATION, AMENDMENT, TERMINATION AND RENEWAL

- 8.1 This Agreement takes effect on the date of the last signature affixed to this Agreement (the “Effective Date”). It will remain in effect until March 31, 2035, unless terminated earlier in accordance with this Agreement.
- 8.2 This Agreement may be amended from time to time with the written mutual consent of the Parties, subject to any required approval or authorization.
- 8.3 Either Party may terminate this Agreement 90 days after providing written notice to the other Party. Each Party will consult with the other Party prior to providing such written notice.
- 8.4 The term of this Agreement may be extended with the mutual written consent of the Parties prior to the expiration of this Agreement.

9 DISPUTE RESOLUTION

- 9.1 If a dispute arises out of, or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, the Parties will use the following procedure to resolve the dispute:
 - 9.1.1 The primary and alternate contacts identified in paragraph 5.3 will attempt to resolve the dispute through discussions;
 - 9.1.2 If these discussions do not resolve the dispute, the primary and or alternate contacts will refer the dispute to the Representative of each Party; and,
 - 9.1.3 If the Representatives of each Party are unable to resolve the dispute, the dispute may be referred to the Deputy Minister of each Party for guidance.

10 COUNTERPARTS

This agreement may be signed in several counterparts and each counterpart will constitute an original document. These counterparts taken together will constitute one and the same Agreement. The Parties agree that signed counterparts may be transmitted electronically and that such counterparts will be treated as originally signed instruments. Each Party will provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable timeframe following signature of this Agreement, if requested.

11 SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement.

This Agreement has been executed in both English and French, and both versions are equally authoritative.

On behalf of His Majesty the King in Right of Canada, as represented by the Minister of the Environment.

The Honourable Steven Guilbeault

Minister of the Environment

Government of Canada

Signed this _____ day of _____, 2024.

On behalf of the Government of the Northwest Territories as represented by the Minister of Environment and Climate Change

The Honourable Jay Macdonald

Minister of Environment and Climate Change

Government of the Northwest Territories

Signed this _____ day of _____, 2024.

DEFINITIONS

"Biological Diversity" or "Biodiversity" means the variability among living organisms from all sources including, inter alia, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems;¹

"The United Nations Convention on Biological Diversity" ("the UN CBD") means an international legally binding treaty which entered into force in 1993 with 196 Parties, including Canada. The CBD commits the Parties to conserve biodiversity, use its components sustainably, and share the benefits arising from the use of genetic resources in a fair and equitable manner;

"Candidate Protected Area" is, as per the pan-Canadian definition, an area that is intended to be a protected area but lacks some of the attributes of a protected area or of an interim protected area. It can still be recognized and tracked as a "candidate protected area" as part of Canada's accounting framework, but it will not be included in international reporting towards GBF target 3;

"Territorial Candidate Protected Area" as defined in the NWT Protected Area Act means a nominated protected area that is approved as a candidate protected area that is subject to sufficient interim protection of the surface and subsurface. Any portions of the nominated protected area that are settlement lands or other private lands are either excluded from the boundary of the candidate protected area or included with the consent of the private landholder. All candidate protected areas are reported to the NWT protected areas registry;

"Critical Habitat" as defined in the Canadian *Species at Risk Act*, means the habitat that is necessary for the survival or recovery of a listed wildlife species and that is identified as the species' critical habitat in a national recovery strategy² or action plan for the species;

"CPCAD" means the Canadian Protected and Conserved Areas Database. This database contains the most up to date spatial and attribute Data on marine and terrestrial Protected Areas and Other Effective Area-based Conservation Measures in Canada. It is compiled and managed by ECCC, from Data reported by jurisdictions including federal departments and agencies, provincial departments, municipal governments, land trust organizations, Indigenous organizations, and private corporations;

"Data" means reinterpretable representations of information in a formalized manner suitable for communication, interpretation, or processing, and includes but is not limited

¹ Article 2, United Nations Convention on Biological Diversity of 5 June 1992 (1760 U.N.T.S. 69)

² *Species at Risk Act: recovery strategies - Canada.ca*

to Data such as geospatial Data, animal movement Data, or Data on the distribution, abundance or status of wildlife species including species at risk;

“Indigenous Protected and Conserved Area” (“IPCA”) means lands and waters where Indigenous governments and Indigenous organizations have the primary role in determining objectives, boundaries, management plans and governance structures, involve a long-term commitment to the conservation of lands and waters for future generations and highlight Indigenous rights and responsibilities, such as the responsibility to care and respect lands and waters consistent with natural and Indigenous laws IPCAs may qualify as Protected Areas or Other Effective Area-based Conservation Measures should they meet the pan-Canadian definitions;^{3 4}

“Indigenous Knowledge” means the set of complex knowledge systems based on the worldviews of Indigenous Peoples and being in relationship with the natural world, and reflects the unique cultures, languages, values, histories, governance and legal systems of Indigenous Peoples. Indigenous Knowledge is place-based, cumulative and dynamic;

“Interim Protected Area” in accordance with the pan-Canadian definition, has a geographically defined area for which there is a clear public commitment and intent to complete formal establishment as soon as possible and for which there are interim protection measures in place that the governing body for conserving biodiversity has deemed effective and appropriate;⁵

“Interim Other Effective Area-based Conservation Measures” (Interim OECMs)” in accordance with the pan-Canadian definition, means a geographically defined area for which there is a clear public commitment of the intent to complete formal establishment (where possible, governing bodies should provide a timeline setting out the expectations for the conclusion of formal establishment) as an OECM and interim protection measures that the governing body has deemed to be effective and appropriate for conserving biodiversity in a manner consistent with Canada’s minimum OECM standards;⁶

³ *One with Nature: A Renewed Approach to Land and Freshwater Conservation in Canada* – A report of Canada’s Federal, Provincial and Territorial Departments Responsible for Parks, Protected Areas, Conservation, Wildlife and Biodiversity, 2018. Appendix 4 Pan-Canadian Guidance on Indigenous Protected and Conserved Areas

⁴ *Pathway Journey: A Look Back at a Renewed Approach to Land and Freshwater Conservation in Canada from 2016 to 2020.*

⁵ *One with Nature: A Renewed Approach to Land and Freshwater Conservation in Canada* – A report of Canada’s Federal, Provincial and Territorial Departments Responsible for Parks, Protected Areas, Conservation, Wildlife and Biodiversity, 2018. Appendix 1 Pan-Canadian Definition for Recognizing and Reporting on Protected Areas.

⁶ *One with Nature: A Renewed Approach to Land and Freshwater Conservation in Canada* – A report of Canada’s Federal, Provincial and Territorial Departments Responsible for Parks, Protected Areas, Conservation, Wildlife and Biodiversity, 2018. Appendix 2 Pan-Canadian Definition for Recognizing and Reporting on Other Effective Area-Based Conservation Measures (OECMs)

“Kunming-Montreal Global Biodiversity Framework” (“KMGBF”) means a landmark document adopted in December 2022 at the 15th meeting of the Conference of the Parties to the CBD (COP15). This document includes a set of goals, targets, and a partial set of indicators for Parties to address. A major focus of the KMGBF mission is halting and reversing biodiversity loss by 2030 and restoring biological diversity levels by 2050;

“Other Effective Area-based Conservation Measures” (OECMs) in accordance with the pan-Canadian definition is a geographically defined area other than a Protected Area, which is governed and managed in ways that achieve positive and sustained long-term outcomes for the in-situ conservation of Biodiversity, with associated ecosystem functions and services and where applicable, cultural, spiritual, socio-economic, and other locally relevant values;^{7 8}

“Parties” means Canada and the Government of Northwest Territories collectively and **“Party”** means any one of them;

“Priority Species” are species collaboratively identified as shared priorities for species-specific under the Pan-Canadian Approach. These species have (or had) large geographic ranges and an important ecological role on a regional and/or national scale. Moreover, many have high cultural, traditional, and spiritual meaning for Indigenous Peoples. In the NWT these include Boreal Caribou, Peary Caribou, Barren-ground Caribou (including Dolphin-Union Caribou), and Wood Bison;

“PFP” or “Project Finance for Permanence” means the Indigenous-lead initiative in the NWT currently being negotiated with Indigenous partners, philanthropic organisations, GNWT and Government of Canada;

“Protected Area” means, as defined by the International Union for the Conservation of Nature (“IUCN”), a clearly defined geographical space, that is recognized, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values.⁹

¹⁰Protected Areas have conservation as their primary objective;

“Protected and Conserved Areas” means both Protected Areas and OECMs.

⁷ Ibid.

⁸ Pathway Journey: A Look Back at a Renewed Approach to Land and Freshwater Conservation in Canada from 2016 to 2020.

⁹ One with Nature: *A Renewed Approach to Land and Freshwater Conservation in Canada* – A report of Canada’s Federal, Provincial and Territorial Departments Responsible for Parks, Protected Areas, Conservation, Wildlife and Biodiversity, 2018. Appendix 1: Pan-Canadian Definition for Recognizing and Reporting on Protected Areas.

¹⁰ Pathway Journey: A Look Back at a Renewed Approach to Land and Freshwater Conservation in Canada from 2016 to 2020.

Schedule I - Table of potential areas to be protected in the NWT by 2035

Name of area	Indigenous Government	Up to new km ²	Cumulative up to % of NWT	Cumulative up to % of Canada	Target completion date by GNWT
a)	Areas to be potentially counted in CPCAD by 2028 – Healthy Land, Healthy People Candidate Areas				
Ejé Túé Ndáde (Buffalo lakes)	Katlodeeche FN (Dehcho)	2,180	0.16%	0.02%	2028
Sambaa k'e	Sambaa K'e FN (Dehcho)	10,600	0.79%	0.11%	2028
Łue Túé Sųlá (Five Fish lakes)	Jean Marie River FN (Dehcho)	368	0.01%	0	2028
Dinaga Wekehodi	TG (lead), NSMA, NWT MN, Yellowknives Dene FN	750	0.06%	0.01%	2028
Ka'g'ee tu	Ka'a'gee Tu FN (Dehcho)	9,623	0.71%	0.1%	2028
SUB-TOTAL:		23,521 km ²	1.73%	0.24%	
b)	Areas to be potentially counted in CPCAD by 2028 – other than HLHP Candidate Areas				
Great Bear Lake (Tsa Tué) OECM	Deliné - DGG	31,328	2.33	0.31	Candidate area with MOU 2028
TG Wenek'e Protection Zones (Tłıchų land use plan – includes conservation zones, heritage zones, and traditional use zones)	Tłıchų Government	22,000	1.63	0.22	TBD by Tłıchų Government
SUB-TOTAL:		53,328 km ²	3.96%	0.53%	
TOTAL: Cumulative KM² & cumulative % of NWT and Canada by 2028		76,849 km ²	5.7%*	0.77%	*Rounded to 6% in NA
c)	Areas to be potentially counted in CPCAD by 2035				
Slave River Delta/Talston Watershed	Deninu Kue FN (lead), Fort Resolution Metis Government (lead),	23,000	1.7%	0.23%	Candidate area with MOU 2035
Great Slave Lake—only East Arm	LKDFN	10,000	0.74%	0.1%	IG proposed area 2035

Edaala (White Beach Point)	Yellowknives Dene	4,510	0.34%	0.05%	IG proposed area 2035
Nodihati (MacKay Lake)	Yellowknives Dene	4,766	0.35%	0.05%	IG proposed area 2035
Wiilideh (Yellowknife River)	Yellowknives Dene	789	0.06%	0	IG proposed area 2035
Pehdzeh Ki Ndeh	Pehdzeh Ki FN (Dehcho)	5,533	0.41%	0.06%	IG proposed area 2035
SUB-TOTAL:		48,598 km2	3.6%	0.49%	
TOTAL: Potential Cumulative KM² & cumulative % of NWT and Canada by <u>2035</u>		125,447 km2	9.3%	1.25%	

Schedule II

SPENDING AGREEMENT RELATED TO FIRE FIGHTING IN EDÉHZHÍE DEHCHO PROTECTED AREA AND NATIONAL WILDLIFE AREA

THIS AGREEMENT made in duplicate and dated in effect this 23rd day of JUNE, 2023.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA

As represented by the Minister of
Environment and Climate Change Canada (“Canada”)

- and -

HIS MAJESTY THE KING IN RIGHT OF Canada

As represented by the Minister of Environment and Climate Change, “Government of the
Northwest Territories”)

WHEREAS under section 5 of the *Canada Wildlife Act*, the Minister has the authority to enter into agreements with the territories for undertaking conservation programs and measures, and the payment of contributions in respect of the costs of those programs and measures, it is considered desirable for Canada and the Government of the Northwest Territories (GNWT) to enter into an interim agreement for Canada to reimburse the GNWT to manage wildfires originating within the boundary of the Edézhíe Dehcho Protected Area and National Wildlife Area. This will be until such a time that a management plan that addresses fire management for the Edézhíe Dehcho Protected Area and National Wildlife Area is developed. Both Parties will share the cost of purchasing the goods and services above according to the terms set out in this agreement.

**THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES
CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. DEFINITIONS

In this Agreement,

- a. “Edézhíe” means the lands and waters within the Edézhíe Dehcho Protected Area and National Wildlife Area (NWA). More specifically, the area as depicted on Schedule “A.”
- b. “Expenses” means those costs and expenses incurred by the GNWT in the detection, management, or suppression of a wildfire, which shall include:
 - i. Regular wages and overtime for seasonal and fulltime employees, contract expenses, or other fire suppression personnel engaged and used, under

contract, by conscription or otherwise including lodging and meals, and provided to Canada by the GNWT.

- ii. All costs and expenses for rotary-wing and fixed-wing aircraft including fuel and fire retardant, associated air and ground personnel and their lodging and meals, and such equipment, materials and supplies used or provided by the GNWT in respect of rotary-wing and fixed-wing aircraft including the costs of maintenance, repair, or replacement.
 - iii. All costs and expenses for any and all other equipment, materials and supplies used or provided by the GNWT including the costs of maintenance, repair, or replacement, unless covered by existing insurance.
 - c. “Wildfire” means a wildfire that is located within or partly within the boundaries of the Edézhíe Dehcho NWA.
 - d. “Sustained Action” means suppression activities that are undertaken after initial action to control the spread and/or extinguish the wildfire.
 - e. “Values at Risk” means human life and the specific or collective set of natural or cultural resources and improvements/developments that have measurable or intrinsic worth and that could or may be destroyed or otherwise altered by fire in any given area. Known values at risk for the Edézhíe Dehcho Protected Area and NWA are specified in Schedule “B” and should be protected through fire suppression if threatened.
- 2.
- a. The following written materials are by this reference identified and incorporated herein and form an integral part hereof, and this Agreement shall be deemed to include said following written materials being Schedule “A”, Map of the Edézhíe Dehcho Protected Area and NWA and Schedule “B”, Map and List of the known Values at Risk for the Edézhíe Dehcho Protected Area and NWA.
 - b. In the event of any discrepancy between this Agreement and Schedule A or B, this Agreement shall prevail.
 - c. All value at risk information shared between Edézhíe and the GNWT will remain confidential and its use and distribution will be restricted to the requirements of this Agreement.
3. The headings of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.

RESPONSIBILITIES OF THE GNWT UNDER THIS AGREEMENT

4. When a wildfire is discovered within the boundary of the Edézhzhíe Dehcho Protected Area and NWA, the GNWT will assist in the management and suppression of the wildfire, subject to the terms and conditions of this Agreement.
5.
 - a. When a wildfire is discovered in the Edézhzhíe Dehcho Protected Area and NWA, the GNWT shall determine if suppression actions are necessary, based upon identification of key values at risk. If action is required, the GNWT will take all reasonable suppression actions within their capability and which they consider necessary under the circumstances, up to the amount of reimbursement cost agreed to by the Parties in paragraphs 7-9. The GNWT shall inform Canada of the wildfire and the need for suppression action as soon as possible; however, the GNWT may take suppression action prior to informing Canada of the need, if necessary.
 - b. Wildfire suppression actions within the boundary of the Edézhzhíe Dehcho Protected Area and NWA will be considered necessary if a wildfire is:
 - i. Likely to threaten key values at risk within the Edézhzhíe Dehcho Protected Area and NWA as outlined in Schedule B of this Agreement; or
 - ii. At risk of leaving the boundary of the Edézhzhíe Dehcho Protected Area and NWA and threatens communities, values at risk or GNWT Wildfire Management objectives outside the boundaries of the Edézhzhíe Dehcho Protected Area and NWA.
 - c. Wildfire response actions taken by the GNWT will be consistent with the GNWT policy on Forest Fire Management 53.04.
 - d. When action is taken on a wildfire, the GNWT shall be the officer in charge of the wildfire unless, in the sole opinion of the GNWT officer, a wildfire of higher priority is discovered or a wildfire is discovered elsewhere which requires the GNWT's attention. In such cases, the GNWT shall forthwith inform Canada, as the case may be, of the GNWT's withdrawal.
 - e. If the initial action is unsuccessful, both Parties shall agree on any sustained action required to contain the wildfire within the boundary of the Edézhzhíe Dehcho Protected Area and NWA.
6. Canada and the GNWT acknowledge that, notwithstanding the provisions of this Agreement, the GNWT may withdraw assistance at any time where higher priorities or limited resources within its jurisdiction require them to withdraw from such assistance.

OBLIGATIONS OF CANADA UNDER THIS AGREEMENT

7. Subject to paragraph 8, when the GNWT suppresses or assists in the initial action of a wildfire within the boundary of the Edézhíe Dehcho Protected Area and NWA, Canada shall reimburse the GNWT for expenses incurred by them, up to a maximum of seventy-five thousand dollars (\$75,000) per-unique fire event from April 1, 2023 to March 31, 2033.
8. For wildfires exceeding the amounts listed under paragraph 7, the GNWT is to inform Canada of the additional anticipated expenditures, before spending additional resources. Canada is to provide any approval to proceed in writing, via email (by Regional Director, CWS Northern Region). Written approval is to include the provision for reimbursement for actual GNWT expenditures, which are to be reimbursed based on evidence of expenditures incurred.
9. In respect of any wildfire that is situated within the boundary of the Edézhíe Dehcho Protected Area and NWA, and the point of origin cannot be determined, the proportion of the expenses to be borne and reimbursed by Canada shall be determined on the basis of the percentage of the total area burned as the result of the wildfire. The GNWT shall be reimbursed accordingly, unless otherwise expressly agreed upon in writing by the GNWT and Canada.
10. For greater certainty in respect of the calculation of expenses, the GNWT shall be entitled to reimbursement from the time that they mobilize wildfire suppression resources, until such time that they are returned to their point of origin.
11. The GNWT shall not be entitled to reimbursement from Canada when they engage in the suppression of a wildfire within the boundary of the Edézhíe Dehcho Protected Area and NWA, where the wildfire originated outside the boundary of the Edézhíe Dehcho Protected Area and NWA.
12. Where the GNWT actions a wildfire that is at risk of leaving the boundary of the Edézhíe Dehcho Protected Area and NWA and threatens communities, values at risk or GNWT Wildfire Management objectives outside the boundaries of the Edézhíe Dehcho Protected Area and NWA, Canada will be responsible to reimburse the GNWT subject to sections 9, 10, and 11.

INVOICING AND PAYMENT

13. The amount payable to the GNWT under paragraphs 7, 8 and 9 of this agreement, shall be paid to the GNWT upon submission of an invoice to Canada setting out the expenses incurred by the GNWT in a form satisfactory to Canada.
14. Each invoice shall provide breakdown of costs and expenses corresponding to the activities comprising the firefighting services carried out by the GNWT.

15. INVOICING

- a. In consideration of the firefighting services performed for the period starting April 1, 2023 and ending March 31, 2033, Canada shall pay to the GNWT a sum equal to the aggregate of the GNWT's actual costs and expenses for performing the firefighting service.

Canada will PAY: Up to a maximum of \$75,000 per-unique fire event from April 1, 2023 to March 31, 2033.

- b. Any monies due and owing under this Agreement within each fiscal year shall be paid by Canada to the GNWT within thirty (30) days after the latter of receipt of the invoice or work completed 30 days after the latter of receiving the invoice, or the services being provided. The GNWT will invoice Canada no later than March 31st, for any services rendered in the same fiscal year.

- c. All invoices from the GNWT shall be sent, electronically, to Canada at:

BruceA.MacDonald@ec.gc.ca or by mail to:

Canadian Wildlife Service,
Department of Environment and Climate Change Canada,
3rd Floor, 5019 52 Street, Yellowknife, NT, X1A1T5

Attention: Regional Director – Northern Region, CWS

All payments to the GNWT shall be made payable to:
Forest Management Division,
Department of Environment and Climate Change,
Government of the Northwest Territories,
P.O. Box 7, Fort Smith, NT, XOE OPO

Attention: Director, Forest Management

The payments must include the following information: Invoice number, title of Project and the name of Project Lead. Payments will be made by direct deposit.

- d. The GNWT shall, upon the request of Canada, provide forthwith to Canada such documents as may reasonably be required by Canada in support of any invoice submitted to Canada by the GNWT.
- e. Pursuant to section 40 of the Financial Administration Act (R.S.C. 1985, c. F-11), payment of monies by Canada under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

TERM

16. This Agreement will come into effect on the April 1, 2023 and will expire on March 31, 2030 unless it is terminated earlier in accordance with the terms of this Agreement.
17. This Agreement may be terminated by the GNWT or Canada at any time, without cause, by giving three (3) months written notice to the other, except during the period March 1 through October 31, during which time this Agreement may be terminated only by mutual agreement of Canada and the GNWT in writing.
18. The intent of this Agreement is to act as an interim arrangement until such time that a management plan for the Edézhíe Dehcho Protected Area and NWA has been collaboratively developed by the Government of Canada and the Dehcho First Nations, at which time this Agreement will be reviewed.
19. Notwithstanding that this Agreement has been terminated any monies still due and owing under this Agreement shall be paid by Canada to the GNWT.

DISPUTE RESOLUTION

20. If a dispute arises out of, or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, the Parties shall attempt to resolve the dispute through discussions or a mutually agreeable dispute resolution process prior to commencing legal proceedings. However, the Parties agree that nothing in this Article shall affect, alter or modify the rights of the Parties to terminate this Agreement.
21. All information exchanged during discussions or any subsequent dispute resolution process, which is not otherwise discoverable, will be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law.

RELEASE OF LIABILITY

22. Subject to the *Crown Liability and Proceedings Act* (R.S.C., 1985, C. C-50), His Majesty the King in right of Canada, Canada and their employees, agents and contractors shall not be held liable to the GNWT or any of the Party’s officers, employees, agents and contractors for any costs, losses, claims (whether in tort, contract, or under statute), demands, liabilities and damages (including any incidental, indirect, special or consequential damages, injury, or any loss of use or profit of the Party, however caused) arising out of or in any way related to the provision of the services (or the goods), or otherwise in connection with the Agreement, unless caused by the negligence or willful misconduct of Canada or its officers, employees, agents and contractors.

INDEMNIFICATION

23. Each Party agrees to hold harmless the other from any and all third party claims, demands, or actions for which the indemnifying Party is legally responsible, including those arising out of negligence, willful harm, or crimes by its officers, employees, agents, or contractors in the performance of this Agreement. This obligation to hold harmless shall survive this Agreement.
- a. This paragraph 24 shall survive the expiry or earlier termination of this Agreement.

WAIVER OF TERMS

24. a. Canada or the GNWT may from time to time waive performance by the other of any provision of this Agreement, either before or after that performance is done, but such waiver is not effective or binding upon Canada or the GNWT unless it is made in writing and signed by that Party waiving performance.
- b. A waiver of any breach of a provision hereof shall not be binding upon Canada or the GNWT, as the case may be, unless the waiver is in writing and such waiver shall not constitute a waiver of any future breach of that provision or of this Agreement.

NON-ASSIGNABILITY

25. Canada and the GNWT agree that neither of them shall assign this Agreement without the prior written consent of the other, and that any assignment made without the consent of the other shall be of no effect.

GENERAL

26. For the purposes of the administration of this Agreement, Canada's representative shall be the Regional Director of the Canadian Wildlife Service, Northern Region, and the GNWT's representative shall be the Director of Forest Management who may act on behalf of Canada and the GNWT respectively.
27. Notices, reports, and other communications required or permitted by this Agreement to be given and sent by one Party to another shall be in writing and shall be delivered by hand, mailed by registered post, postage prepaid, emailed, or sent by facsimile to the addressee as follows:

To the GNWT at: Forest Management Division
 Department of Environment and Climate Change
 Government of the Northwest Territories
 P.O. Box 7, Fort Smith, NT, XOE OPO

Attention: Director, Forest Management
Telephone: (867) 872-7700 Facsimile: (867) 872-3019

To Canada at: Canadian Wildlife Service
Department of Environment and Climate Change Canada
3rd Floor, 5019 52 Street, Yellowknife, NT, X1A1T5

Attention: Regional Director – Northern Region, Canadian
Wildlife Service
Telephone: (867) 669-4779 Facsimile: N/A

28. A Party may change any such address by giving 5 (five) Business Days prior written notice of such change to the other Parties in the manner prescribed above. Notices shall be deemed to be sufficient if signed on behalf of Canada and the GNWT by the persons identified above.
29. Any notice which is sent by prepaid registered mail shall be deemed to have been given at the beginning of business hours at the addressee's office on the second business day after the date of mailing. Any notice delivered by hand shall be deemed to have been given on the day of delivery. Any notice sent by email or facsimile to the office of an addressee shall be deemed to have been given on the day of sending if sent during regular business hours on business days, between 8:30am and 4:30pm, or on the next business day if sent after normal business hours
30. Canada and the GNWT agree that the GNWT, when within the boundaries of the Edézhíe Dehcho Protected Area and NWA, its officers, employees, contractors, and agents shall comply with all security rules and regulations in effect. This Agreement shall be governed by, and is to be interpreted in accordance with, the applicable federal laws, and the laws in force in the NWT. The Parties attorn to the jurisdiction of the Courts of the NWT and all courts competent to hear appeals from the Courts of the NWT.
31. Canada and the GNWT agree to do all acts and things and execute all further documents as may be necessary or as counsel may advise to carry out and effectuate the terms and conditions of this Agreement.
32. Paragraph 24 of this Agreement shall survive this Agreement.

SEVERABILITY

33. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

ENTIRE AGREEMENT

34. This Agreement and its Appendices comprise the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement.

SURVIVAL

35. Subject to and without restricting the operation of any time delay set out in this Agreement, the following clauses shall survive the early termination or expiration of this Agreement:

- a) Definitions;
- b) Release of Liability;
- c) Indemnification;
- d) Dispute Resolution;
- e) Survival.

ASSIGNMENT

36. This Agreement or any payment, rights or obligations thereunder, shall not be assigned, in whole or in part, without the prior written consent of Canada. Any assignment made without such prior written consent is void and of no effect.

AMENDMENTS

37. a) This Agreement may only be amended before its expiry or early termination, and any amendment must be evidenced by the signature of the signing authorities set out in section 37 and below. If the signatures of such amendments take place on different dates, the amendment will take effect on the date of the latest signature unless otherwise stipulated by the Parties.

The signing authorities for the Parties with respect to any written amendments as provided for in section 37 above are:

For Canada:

Title: Regional Director – Northern Region, Canadian Wildlife Service

For the GNWT:

Title: Director, Forest Management

or such other representatives of the respective Parties who may occupy said positions from time to time.

COUNTERPARTS

38. This Agreement may be signed in counterparts, each of which so signed shall constitute to be an original, and such counterparts taken together shall constitute one Agreement. The Parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each Party

undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following execution of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement.

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Director of the Environment and Climate Change Canada

GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Director of the Forest Management, Environment and Climate Change- Government of the Northwest Territories

[signed by Bruce MacDonald, Director, ECCC, May 29 2024]

By: _____
(print name)

Title: _____
(print title)

Signature: _____

Signed this ____ day of _____, 2023

[signed by Michael Gravel, Director, Forest Management, May 10 2023]

By: _____
(print name)

Title: _____
(print title)

Signature: _____

Signed this ____ day of _____, 2023

CANADA (ECCC) FINANCE ID NUMBERS

39. Branch Finance ID number: CWS23-025 _____
CEFA Finance ID number: _____

SCHEDULE “A”

MAP OF THE EDÉHZHÍE Dehcho Protected Area and NWA (confidential, not attached)

1
2
3
4
5

SCHEDULE “B”

**MAP AND LIST OF KNOWN VALUES AT RISK FOR THE EDÉHZHÍE DEHCHO
PROTECTED AREA AND NWA for 2023 – will be updated annually (confidential, not
attached)**