

INTERIM MEASURES AGREEMENT

Among:

**THE AKAITCHO TERRITORY DENE FIRST NATIONS
("the AKAITCHO DFN")**

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
("CANADA")**

and

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES
("the GNWT")**

(Together known as the "Parties")

BACKGROUND:

1. The Crown entered into Treaty #8 with the ancestors of the Akaitcho DFN at Deninu Kue in 1900;
2. The ancestors of the Akaitcho DFN entered into Treaty #8 with the understanding that it was for as long as the sun shines, the rivers flow and the grass grows;
3. The Parties have entered into a Framework Agreement on July 25, 2000 to guide the negotiation of the Akaitcho agreement;
4. The Parties recognize that certain lands within Akaitcho DFN asserted territory are of environmental, cultural, economic and spiritual importance to the Akaitcho DFN.
5. The Parties have recognized that appropriate interim measures are necessary in order to advance negotiations.

THE PARTIES AGREE AS FOLLOWS:

1. ACKNOWLEDGMENTS

In concluding this Interim Measures Agreement (herein after “this Agreement”), the Parties acknowledge the following principles that are the foundations of this Agreement:

- 1.1. Canada and the GNWT acknowledge that the Akaitcho DFN asserted their traditional territory in a map attached to the Framework Agreement.
- 1.2. The Akaitcho DFN have their own internal processes for determining the use of lands and water.
- 1.3. Canada and the GNWT have passed statutes and regulations relating to the occupation, use and disposition of land and resources which contain application mechanisms for various licences, permits, land leases and transfers.
- 1.4. The Akaitcho DFN agree to set up a process to pre-screen applications in a manner described in the Schedules to this Agreement.
- 1.5. The Parties anticipate that resources will be required to allow the Akaitcho DFN to implement a pre-screening process.
- 1.6. The pre-screening process, more fully described in the Schedules, will work as follows:
 - a) The Akaitcho DFN will have the earliest possible notice of applications for various licences, permits, land leases and transfers;
 - b) Canada and the GNWT will take steps to provide the Akaitcho DFN the available information necessary in order for the Akaitcho DFN to respond; and
 - c) The Akaitcho DFN will base their comments on the following grounds:
 - I. Environmental;
 - II. Cultural;
 - III. Spiritual; and
 - IV. Economic

2. ACTIVITIES COVERED BY THIS AGREEMENT

2.1 Canada:

- a) Land Use Permits;
- b) Water Licences;
- c) Disposition of Surface Federal Crown Lands;
- d) Parks and Protected Areas; and
- e) Such other activities as the Parties may agree.

2.2 GNWT:

- a) Disposition of Commissioner=s Lands;
- b) Forest Management;
- c) Tourism Establishments and Outfitter Operations;
- d) Parks and Protected Areas; and
- e) Such other activities as the Parties may agree.

3. THE PRE-SCREENING PROCESS

3.1 The Schedules, which will be attached, form part of this Agreement and set out:

- a) How Canada, GNWT or others will provide the Akaitcho DFN with copies of the application or other information, including what information will be provided;
- b) The time lines for response by the Akaitcho DFN;
- c) Which departments/divisions in either Canada, the GNWT or both, as the case may be, the Akaitcho DFN will respond to;
- d) How Canada and the GNWT will inform the Akaitcho DFN of its action, if any, based on the Akaitcho DFN response; and
- e) Which of the Parties will sign the Schedules.

4. OTHER ISSUES

- 4.1 Upon the signing of this Agreement, Canada and the Akaitcho DFN will explore the possibility of entering into negotiations for the purpose of concluding an agreement regarding economic measures in the interim of an Akaitcho agreement.
- 4.2 Processes and Schedules may be developed to identify and address common issues with other Aboriginal groups.
- 4.3 Upon the signing of this Agreement, Canada and the Akaitcho DFN will discuss the resources that may be required to implement the Akaitcho DFN pre-screening process.

5. GENERAL

- 5.1 Nothing in this Agreement creates or denies rights and obligations arising out of Treaty #8 signed on July 25, 1900.
- 5.2 This Agreement does not constitute a binding contract, but rather serves as a bridge to the Akaitcho agreement.
- 5.3 This Agreement may be reviewed and amended with the written consent of the Parties.
- 5.4 The terms of this Agreement continue until the execution of the Akaitcho agreement or the termination of negotiations.

Signed at Lutsel K'e, Akaitcho Territory, this 28th day of June, 2001.

For the Akaitcho Dene First Nations

Sharon Venne
Chief Negotiator

Witness

For Canada

John Gill
Chief Federal Negotiator

Witness

**For the Government of the
Northwest Territories**

Hugh Richardson
Chief Negotiator

Witness

Akaitcho Dene First Nations Chiefs

Chief Don Balsillie

Witness

Chief Archie Catholique

Witness

Chief Peter Liske

Witness

Chief Rick Edjericon

Witness