

INUVIALUIT LAND RIGHTS SETTLEMENT
AGREEMENT IN PRINCIPLE

REGLEMENT DE LA REVENDICATION FONCIERE DES INUVIALUIT
ENTENTE DE PRINCIPE

I

1335-A Inuvialuit Land
Rights Settlement
Agreement in
Principle

1336-A Inuvialuit Land
Rights Settlement
Agreement in
Principle

1336-A

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
1	Principles	1
2	Definitions	3
3	Final Agreement and Legislative Approval	10
4	Citizens' Rights and Programs	13
5	Eligibility and Enrolment	14
6	Corporate Structures	17
7	Inuvialuit Lands	22
8	Husky Lakes/Cape Bathurst Areas	47
9	Selection of Inuvialuit Lands	50
10	Participation Agreements	55
11	Land Management	57
12	National Wilderness Public Dedication	61
13	New Settlement	67
14	Wildlife	69
15	Financial Compensation	88
16	Economic Measures	92
17	Inuvialuit Social Development Program	101
18	The Political Institutions of Government	104

<u>ANNEX</u>		<u>PAGE</u>
A	Western Arctic Region (map)	108
A-1	Western Arctic Region (description)	109
A-2	Western Arctic Regional Boundaries	111
B	Traditional Inuvialuit Lands (map)	112
C	Inuvialuit Lands Selected Pursuant to 7(1)(a) and 7(1)(b)(i) (map)	113
D	Cape Bathurst-Husky Lakes (map)	114
D-1	Cape Bathurst 7(1)(a)(ii) Land (description)	115
D-2	Husky Lakes 7(1)(b)(i) Land (description)	117
E	National Wilderness Public Dedication, Yukon Territory (map)	126
E-1	SOR/78-568, 6 July 1978, <u>Yukon Placer Mining Act,</u> <u>Territorial Lands Act, Prohibition</u> <u>and Withdrawal of Certain Lands</u> from Disposal Order, 1978. Canada Gazette Part II, Vol. 112, No. 14, p. 2995	127
F	Aklavik - 7(1)(a)(i) Land Selection (map)	129
F-1	Aklavik - 7(1)(a)(i) Land (description)	130
F-2	Aklavik - Community Site (map)	133
F-3	Aklavik - Community Site (description)	134
G	Inuvik - 7(1)(a)(i) Land Selection (map)	136
G-1	Inuvik - 7(1)(a)(i) Land (description)	137

<u>ANNEX</u>		<u>PAGE</u>
H	Tuktoyaktuk - 7(1)(a)(i) Land Selection (map)	140
H-1	Tuktoyaktuk - 7(1)(a)(i) Land (description)	141
H-2	Tuktoyaktuk - Community Site and Proposed Pingo National Landmark Area (see paragraph 9(3)(d)) (map)	144
H-3	Tuktoyaktuk - Community Site (description)	145
H-4	Proposed Pingo National Landmark Site (description)	146
I	Paulatuk - 7(1)(a)(i) Land Selection (map)	148
I-1	Paulatuk - 7(1)(a)(i) Land (description)	149
I-2	Paulatuk - Community Site (map)	151
I-3	Paulatuk - Community Site (description)	152
J	Sachs Harbour - 7(1)(a)(i) Land Selection (map)	154
J-1	Sachs Harbour - 7(1)(a)(i) Land (description)	155
J-2	Sachs Harbour - Community Site (map)	158
J-3	Sachs Harbour - Community Site (description)	159
K	Holman Island - 7(1)(a)(i) Land Selection (map)	161
K-1	Holman Island - 7(1)(a)(i) Land (description)	162
K-2	Holman Island - Community Site (map)	166
K-3	Holman Island - Community Site (description)	167

ANNEXPAGE

L	Proposed International Biological Program Sites Located in the Western Arctic Region	169
M	<u>Canada Mining Regulations</u> in force as of November 15, 1977 - excerpt from.	172
N	Financial Compensation	173
O	Schedule of Maximum Amounts Permitted to be Outstanding	174
P	Applications for Leases and Licences in Process as of July 13, 1978	175
Q	Leases and Licences Expiring Before December 31, 1981	176
R	Governmental Land Reservations Existing as of July 13, 1978	177
S	Existing Surface Rights Expiring After December 31, 1981	180

SECTION 1

INUVIALUIT LAND RIGHTS SETTLEMENT

AGREEMENT IN PRINCIPLE

BETWEEN:

The Committee for Original Peoples' Entitlement,
(hereinafter referred to as "COPE")
representing the Inuvialuit of the Western Arctic Region.

AND:

The Government of Canada,
(hereinafter referred to as "Canada")
represented by the Minister of Indian Affairs and Northern Development.

WHEREAS the Inuvialuit claim an interest in certain lands in the Northwest Territories and the Yukon Territory based upon traditional use and occupancy of those lands and seek a land rights settlement in respect thereof;

WHEREAS COPE and Canada have entered into negotiations directed towards a Final Agreement to provide rights, benefits and compensation in exchange for that interest within the Northwest Territories and elsewhere in Canada, as contemplated by the Federal Government policy statement of August 8, 1973;

WHEREAS it is understood and agreed that a Final Agreement will be subject to legislative approval of the Parliament of Canada, under which legislation such interest will cease to exist;

WHEREAS the parties have now reached an agreement on the principles to be applied in reaching such a Final Agreement which principles are embodied in a Joint Position Paper which has been approved by Canada and by the Inuvialuit in the Inuvialuit communities of the Western Arctic Region;

WHEREAS the Government of the Northwest Territories has been consulted and has participated in certain discussions concerning principles affecting it and over which it has jurisdiction;

WHEREAS it is desirable to set forth the principles, in accordance with the said Joint Position Paper, in an Agreement in Principle which will form the basis of a Final Agreement;

WHEREAS COPE declares that it has been authorized by the Inuvialuit of the Inuvialuit communities of the Western Arctic Region after a ratification process, to sign an Agreement in Principle based upon the said Joint Position Paper on behalf of all Inuvialuit;

WHEREAS Canada has authorized the Minister of Indian Affairs and Northern Development to sign an Agreement in Principle based upon the said Joint Position Paper:

THEREFORE COPE AND CANADA AGREE AS FOLLOWS:

1. Principles

The four basic goals of the Inuvialuit land rights settlement are:

- 1(1) To preserve Inuvialuit cultural identity and values within a changing northern society;

- 1(2) To enable Inuvialuit to be equal and meaningful participants in the northern and national economy and society;
- 1(3) To provide specific rights, benefits, and compensation to the Inuvialuit in exchange for any Inuvialuit land rights that now exist; and
- 1(4) To protect and preserve the Arctic wildlife, environment, and biological productivity.

SECTION 2

2. Definitions

2(1) In this Agreement,

"conservation" means the management of the wildlife populations and habitat to ensure the maintenance of the quality (which includes the principle of long term optimum productivity) of these resources and to ensure the efficient utilization of the available harvest.

"COPE" means Committee for Original Peoples' Entitlement, a society incorporated under the Societies Ordinance of the Northwest Territories.

"exclusive right to harvest" means the sole right to harvest the wildlife referred to in subparagraphs 14(2)(a)(i) to 14(2)(a)(iii) and to permit non-Inuvialuit to harvest any such wildlife.

"Final Agreement" means the agreement to be negotiated subsequent to the signing of this Agreement in Principle and which will set forth the rights and obligations of the Inuvialuit and of Canada.

- "fish" includes shellfish, crustaceans and marine animals and the eggs, spawn, spat and juvenile stages of fish, shellfish, crustaceans and marine animals.
- "game" means wildlife excluding fish, migratory non-game birds and migratory insectivorous birds.
- "General Hunting Licence" means a General Hunting Licence issued pursuant to subsection 20(1) of the Territorial Game Ordinance, R.O.N.W.T. 1974, c. G-1, as set forth in no. 1 of column I and nos. 1(a), 1(b), 1(c) and 1(d) of column II in schedule A thereof during the 1975/76, 1976/77, 1977/78 licence years.
- "government" means the government of the Northwest Territories and of Canada.
- "Government" means the Government of Canada.

"Inuvialuit"

means those people known as Inuvialuit, Inuit or Eskimo who claim traditional use and occupancy of the land in the Western Arctic Region and are represented by COPE and, where the context requires, includes the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the Inuvialuit community corporations, and any other corporations controlled by the Inuvialuit that may be established under or pursuant to the Final Agreement.

"Inuvialuit community"

means the following communities:

Aklavik

Holman Island

Inuvik

New Settlement (if such is constituted
pursuant to section 13)

Paulatuk

Sachs Harbour

Tuktoyaktuk

"Inuvialuit corporations"

means the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the

Inuvialuit community corporations, and any other corporations controlled by the Inuvialuit established under or pursuant to the Final Agreement.

"Inuvialuit lands" means all those lands to be provided to the Inuvialuit pursuant to paragraphs 7(1)(a) and 7(1)(b), any alternative lands provided pursuant to subsection 7(8), any lands exchanged pursuant to subsection 7(9), any lands provided pursuant to subparagraph 9(3)(d)(ii), those lands referred to as Inuvialuit lands in subsection 12(8), any lands selected for a new settlement pursuant to paragraph 13(1)(b), and any lands provided by way of compensation pursuant to paragraph 14(3)(g).

"Inuvialuit Land Rights Settlement" or "Settlement" means the entire process through which the Inuvialuit claim based upon traditional use and occupancy of certain lands in the Northwest Territories and the Yukon Territory will be settled and includes this Agreement in Principle, the Final Agreement, the Settlement Legislation and all negotiations in connection therewith.

- "Inuvialuk" means an individual Inuvialuit person.
- "Inuvialuit
Nunangat" means "The Proposal for an Agreement in Principle to achieve the Settlement of Inuvialuit Land Rights in the Western Arctic Region of the Northwest Territories and Yukon Territory between the Government of Canada and The Committee for Original Peoples' Entitlement", dated May 13, 1977.
- "migratory game birds",
"migratory insect-ivorous birds",
"migratory non-game birds" have the meanings assigned to them by section 3 of the Migratory Birds Convention Act, R.S.C. 1970, c. M-12.
- "Minister" means the Minister of Indian Affairs and Northern Development.
- "preferential right to harvest" includes the right to be allocated, subject to conservation, quantities of wildlife sufficient to fulfill Inuvialuit requirements for subsistence usage before

there is any allocation for other purposes in areas where the Inuvialuit will have harvesting rights, such right of allocation being provided for by the establishment of subsistence quotas.

"Settlement
Legislation"

means the legislation to be proposed to the Parliament of Canada approving and giving effect to and declaring valid the provisions of the Final Agreement.

"subsistence
usage"

means in respect of wildlife excluding migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to international conventions, the taking of wildlife by Inuvialuit for personal use by the Inuvialuit for food and clothing and includes the taking of wildlife for the purpose of trade, barter and, subject to subparagraph 14(2)(b)(iii) the sale among Inuvialuit, and the trade, barter and sale to any person of the non-edible by-products of wildlife that are incidental to the taking of wildlife by Inuvialuit for their personal use; and

means in respect of migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to the Migratory Birds Convention Act, the taking of such birds by Inuvialuit for personal use by the Inuvialuit for food and clothing, and includes the taking of such birds for the purpose of trade and barter among the Inuvialuit, and the trade, barter and sale to any person of the non-edible parts of such birds to the extent permitted under regulations made pursuant to the Migratory Birds Convention Act.

"Western Arctic Region"

means that portion of the Northwest Territories as shown in Annex A and described in Annexes A-1 and A-2.

"wildlife"

means all fauna in a wild state and, for greater certainty, does not include reindeer.

SECTION 3

3. Final Agreement and Legislative Approval

- 3(1) Canada and COPE will negotiate in good faith towards a Final Agreement based upon this Agreement in Principle which will be subject to legislative approval by the Parliament of Canada, and which shall set forth all the rights and obligations of the parties and shall be completed not later than one year from the date of this Agreement or at such later date as may be agreed upon by Canada and COPE.
- 3(2) Canada shall recommend to Parliament upon the execution of the Final Agreement suitable legislation approving and giving effect to and declaring valid the provisions of the Final Agreement. It is contemplated that such legislation will be in force by December 31, 1981.
- 3(2)(a) The Settlement Legislation approving and giving effect to and declaring valid the Final Agreement shall provide that where there is inconsistency or conflict between either the Settlement Legislation or the Final Agreement as approved by such Legislation, and the provisions of any other federal, territorial, provincial or municipal law, or any by-law or regulation, the

Settlement Legislation or the Final Agreement as approved by such Legislation, shall prevail to the extent of such inconsistency or conflict.

3(3) The Final Agreement shall provide that, subject to the Settlement Legislation coming into force, the Inuvialuit will cede, release, surrender and convey all their native claims, rights, titles and interests whatever they may be in and to land in the Northwest Territories or elsewhere in Canada, subject to paragraph 14(2)(d) and that under the Settlement Legislation all such claims, rights, titles and interests will cease to exist. Subject to paragraph 14(2)(d), the Settlement Legislation will also provide that any native claims, rights, titles and interests of any other people in and to any lands in the Western Arctic Region based upon traditional use and occupancy of the said lands will also cease to exist. Any such native claims, rights, titles and interests of other people will be compensable through a negotiated settlement in accordance with the policy of Canada as stated in its land claims settlement policy of August 8, 1973, but any such settlement will not prejudice the Inuvialuit with respect to any rights they will receive under this Agreement, the Final Agreement and the Settlement Legislation.

- 3(3)(a) The Settlement Legislation shall provide that Canada recognizes and gives, grants, and provides to the Inuvialuit the rights, privileges and benefits specified in this Agreement and as set forth in the Final Agreement, in consideration of the said cession, release, surrender and conveyance referred to in subsection 3(3).
- 3(3)(b) Subject to the provisions of the Final Agreement and Settlement Legislation, the Government of the Northwest Territories will continue to have the jurisdiction it has had hitherto with respect to game management and may continue to pass legislation with respect to game management provided any such legislation is consistent with the Final Agreement and Settlement Legislation.
- 3(4) The Final Agreement shall provide for a process by which the said Agreement may be amended or modified by mutual consent.
- 3(5) The Final Agreement shall provide for a process by which the said Agreement shall be ratified by the Inuvialuit.

SECTION 4

4. Citizens' Rights and Programs

4(1) Nothing contained in the Final Agreement shall prejudice the rights of the Inuvialuit as Canadian citizens, and they shall continue to be entitled to all of the rights and benefits of all other citizens and of any legislation applicable to them from time to time.

4(2) Existing and new programs and funding by governments, and the obligations generally of governments, shall continue to apply to the Inuvialuit on the same basis as to the other Inuit of Canada, and other citizens of Canada generally, subject to the criteria established from time to time for the application of such programs.

4(2)(a) For greater certainty, it is recognized, in the event of a decision to construct a 'Dempster Link' or other pipeline in the Western Arctic Region, there may well be an increase in social problems for the Inuvialuit and as a result new and additional governmental programs may have to be considered and implemented outside the context of the Inuvialuit Land Rights Settlement to meet such problems.

SECTION 5

5. Eligibility and Enrolment

- 5(1) The Inuvialuit are best able to determine who should be eligible under the Inuvialuit Land Rights Settlement, but there should also be objective criteria by which an individual may have his or her right to be a beneficiary determined.
- 5(2) A person shall be eligible to be enrolled as a beneficiary if, as of the date of the Settlement Legislation, that person is alive, a Canadian citizen and:
- 5(2)(a) is of Inuvialuit ancestry as determined by criteria to be included in the Final Agreement and was born in the Western Arctic Region, and/or that area of the Yukon Territory traditionally used and occupied by the Inuvialuit as shown in Annex B, or Inuvik; or has been a resident of the Western Arctic Region, and/or that area of the Yukon Territory traditionally used and occupied by the Inuvialuit as shown in Annex B, and/or Inuvik for a total of at least ten years; or if under ten years of age, is ordinarily resident in the Western Arctic Region, and/or that area of the Yukon Territory traditionally used and occupied by the Inuvialuit as shown in Annex B, and/or Inuvik; or

- 5(2)(b) is of Inuvialuit ancestry and is accepted as a member of an Inuvialuit community corporation; or
- 5(2)(c) is an adopted child, under the laws of any jurisdiction or according to Inuvialuit custom, of a person who qualifies under paragraphs 5(2)(a) or 5(2)(b).
- 5(3) A person shall be eligible to be enrolled as a beneficiary if that person is a Canadian citizen and is a descendant, as determined from time to time by the community corporations, of a person eligible for enrolment under paragraphs 5(2)(a), 5(2)(b) or 5(2)(c).
- 5(4) Any person who is enrolled in any other Canadian land rights settlement cannot be enrolled under the Inuvialuit Land Rights Settlement.
- 5(5) An Enrolment Authority, comprising two representatives of COPE and one of the Federal Government, shall be responsible for the entire enrolment process according to the evidentiary requirements and standards which it establishes. It shall also prepare and publish the official enrolment list within three months of the Settlement Legislation coming into force.
- 5(5)(a) An Enrolment Committee shall be established in each Inuvialuit community for the purpose of preparing lists of all members of the community whom it believes qualify under the eligibility

criteria and shall forward such lists to the Enrolment Authority, together with validating documentation and information.

5(5)(b) The Inuvialuit shall determine the eligibility of future beneficiaries.

5(5)(c) The Final Agreement shall provide for:

- (i) an appeal process, at the expense of Canada, to adjudicate any disputes with respect to the official enrolment list of the initial enrolment; and
- (ii) an appeal process subsequent to the initial enrolment to adjudicate any disputes with respect to the eligibility and enrolment within the criteria determined by the Inuvialuit pursuant to paragraph 5(2)(b), including provisions regarding the costs of such appeals.

5(6) Canada shall pay the expenses incurred for the initial enrolment.

SECTION 6

6. Corporate Structures

- 6(1) The Final Agreement shall provide for the creation of Inuvialuit corporations which shall receive and be responsible for the management of the compensation and benefits of the Inuvialuit Land Rights Settlement. These shall include an Inuvialuit Investment Corporation, an Inuvialuit Development Corporation, to be a holding corporation which will also carry on businesses, an Inuvialuit Land Corporation to hold title to Inuvialuit lands, and a non-profit Inuvialuit community corporation for each community. Their internal corporate structures and powers and responsibilities shall be determined by the Inuvialuit and described in the Final Agreement. They will be constituted under the federal corporation laws of general application, except for such special provisions in the Settlement Legislation as are advisable to implement the Final Agreement.
- 6(2) The following principles shall apply as appropriate to such corporations:
- 6(2)(a) The Inuvialuit enrolled in the Inuvialuit Land Rights Settlement shall share equally in the benefits received by the various Inuvialuit corporations; therefore, each Inuvialuk enrolled shall be entitled to receive a life interest only

in the same number of equity shares, which shares shall be non-transferable, in the Inuvialuit Investment Corporation and the Inuvialuit Development Corporation as any other Inuvialuk. The equity shares in the Inuvialuit Land Corporation will be owned by the Inuvialuit Investment Corporation and the Inuvialuit Development Corporation. Any profits derived from any development of Inuvialuit lands shall be shared equally by all Inuvialuit through the Inuvialuit corporations, but each community corporation shall have control over any development activity approved by the Inuvialuit Land Corporation, in respect of the block of land selected near that community pursuant to subparagraph 7(1)(a)(i).

- 6(2)(b) There shall be no tax by federal, territorial, provincial, and municipal governments in respect of transactions occurring from time to time whereby shares or interests therein are allotted and issued by the Inuvialuit corporations or are received by any of the Inuvialuit corporations or are received by the Inuvialuit who became enrolled under the Settlement from time to time, whether received directly from any of the Inuvialuit corporations or by a trustee acting on behalf of such Inuvialuit.

6(2)(c) Control of the Inuvialuit corporations shall be with the Inuvialuit enrolled under the Settlement. It is contemplated that this may be achieved by the Inuvialuit community corporations controlling the Inuvialuit Investment Corporation, the Inuvialuit Development Corporation and the Inuvialuit Land Corporation through their ownership of all the shares of the only class of shares with voting rights in such corporate entities. Control of each community corporation shall rest with the Inuvialuit resident in that community.

6(2)(d) Children of Inuvialuit enrolled under the Settlement will be entitled to share equally in all of the benefits conferred through the Settlement, except that they will become entitled to receive a life interest in equity shares in the Inuvialuit Investment Corporation and the Inuvialuit Development Corporation on the same basis as any other Inuvialuk, only upon reaching the age of 18 years.

6(2)(e) Restrictions shall be placed upon any financial distributions from the Inuvialuit corporations to ensure that the financial compensation is preserved for the benefit of future generations of Inuvialuit.

- 6(3) The financial compensation received by the Inuvialuit pursuant to subsection 15(2), shall be added to the stated capital accounts maintained for the equity class or classes of shares of the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation respectively as received from time to time by each corporation and shall constitute paid-up capital in respect of such class or classes of shares of the corporations for purposes of the Income Tax Act; and
- 6(3)(a) An amount equal to the cost base determined pursuant to subsection 7(5) for Inuvialuit lands, and amounts received as net proceeds up to a total of \$10 million as referred to in paragraph 7(5)(a), shall be added to the stated capital account maintained for the equity class or classes of shares of the Inuvialuit Land Corporation, and shall also be added to the stated capital accounts of the equity class or classes of shares of the Inuvialuit Investment Corporation and the Inuvialuit Development Corporation in accordance with their respective equity share-holdings in the Inuvialuit Land Corporation, for purposes of the federal corporation laws of general application, and

shall constitute paid-up capital in respect of such class or classes of shares of all three corporations for purposes of the Income Tax Act.

- 6(4) Subject to discussion with Revenue Canada, the Inuvialuit Investment Corporation and the Inuvialuit Development Corporation shall be deemed to be "Canadian Controlled Private Corporations" within the meaning of paragraph 125(6)(a) of the Income Tax Act.

SECTION 7

7. Inuvialuit Lands

7(1) The Settlement shall provide the Inuvialuit with:

7(1)(a) Title in fee simple absolute to:

- (i) 4,200 square miles of lands (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) selected in the Western Arctic Region in blocks of 700 square miles near each of the six communities, subject to alienations existing as of July 13, 1978 and to any alienations made pursuant to paragraph 7(12)(c), being those lands referred to in paragraph 9(3)(a); and
- (ii) A single block of 800 square miles of land (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) in Cape Bathurst, being those lands referred to in paragraph 9(3)(b), where subject to subsection 8(5), any alienations as of July 13, 1978 shall be terminated by Canada, and where the present moratorium on exploration and development will continue until such time.

7(1)(b) Title in fee simple absolute to:

- (i) 10,100 square miles of lands (less oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations (described in Annex M), in force as of , November 15, 1977) selected in the Husky Lakes area, subject to alienations existing as of July 13, 1978 and to any alienations made pursuant to paragraph 7(12)(c), being those lands referred to in paragraph 9(3)(c); and
- (ii) 21,900 square miles of lands (less oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations (described in Annex M), in force as of November 15, 1977) to be selected from traditional lands of the Inuvialuit shown in Annex B within the Western Arctic Region, subject to existing alienations at the date of acceptance by the Minister of the recommended selection as described in subsection 9(5) and subject to any alienations made pursuant to paragraph 7(12)(c), and without prejudice to the holders of valid subsisting rights

granted pursuant to the Territorial Lands Act or to Regulations made thereunder. For greater certainty, where a right includes the right to renewal the reference in this subparagraph to "right" includes such renewal whether such renewal took place before or after July 13, 1978.

7(2) The Settlement shall provide the Inuvialuit with title in fee simple absolute to the beds of all lakes, rivers, and other water bodies found in the Inuvialuit lands selected pursuant to paragraph 7(1)(a).

7(2)(a) The Settlement shall provide the Inuvialuit with title in fee simple absolute to the beds of all lakes, rivers, and other water bodies found in the Inuvialuit lands:

- (i) selected pursuant to subparagraph 7(1)(b)(i) as described in Annexes D and D-2 excluding the beds of water bodies to be determined in the Final Agreement which for greater certainty may include any rivers and lakes and the area of such water bodies excluded shall be added to the amount of land to be selected pursuant to subparagraph 7(1)(b)(ii); and
- (ii) to be selected pursuant to subparagraph 7(1)(b)(ii), excluding the beds of navigable rivers, navigable lakes that can

be entered from such rivers, and certain other water bodies to be agreed upon in the Final Agreement. For greater certainty, the area of such navigable rivers and lakes, and other water bodies to be agreed upon, shall not be included as Inuvialuit lands in the calculation of the quantity of lands to be selected by the Inuvialuit pursuant to subparagraph 7(1)(b)(ii).

7(2)(b) Canada reserves a right of way over Inuvialuit lands selected pursuant to paragraph 7(1)(a) to the extent of 100 feet of land in width measured from the high water mark of the sea coast and the ordinary water mark of navigable rivers, navigable lakes that can be entered from such rivers, and other water bodies to be agreed upon in the Final Agreement. This right of way is limited to an individual using such rivers, lakes, water bodies, sea coast or inlets for travel, recreation or emergency, but this right of way shall not permit any individual to engage in any development activity or to harvest wildlife.

7(2)(c) Canada reserves a right of way over Inuvialuit lands selected and to be selected pursuant to paragraph 7(1)(b) to the extent of 100 feet of land in width measured from the high water mark

of the sea coast and the ordinary water mark of navigable rivers, navigable lakes that can be entered from such rivers and other water bodies to be agreed upon in the Final Agreement. This right of way is limited to an individual using such rivers, lakes, water bodies, sea coast or inlets for travel, recreation, emergency, sport or commercial fishing, but this right of way shall not permit any individual to engage in any development activity or to harvest wildlife, except as provided for in this paragraph.

7(2)(d) The Inuvialuit will provide sand and gravel until the year 2,000 or at some other date if agreed upon by the Inuvialuit and the Government of the Northwest Territories:

- (i) to meet the community needs of Tuktoyaktuk and Inuvik under reasonable arrangements to be agreed upon from time to time by the Inuvialuit supplier and the purchaser; and
- (ii) to meet the municipal needs of Tuktoyaktuk and Inuvik under reasonable arrangements with the municipalities to be agreed to by Canada and COPE in the Final Agreement.

7(3) Except as otherwise provided in this Agreement, Inuvialuit lands received by the Inuvialuit pursuant to paragraphs 7(1)(a) and 7(1)(b) shall be subject to the laws of general application

from time to time in force, particularly those pertaining to environmental protection. Where appropriate, certain federal and territorial laws and regulations which are now applicable only to Crown lands shall be amended in order to make them applicable to Inuvialuit lands as well, and the proposed amendments to such laws and regulations shall be identified in the Final Agreement.

7(3)(a) Canada shall continue to regulate the safety, environmental and related aspects of legislation pertinent to the exploration, development and production of minerals, oil, gas, coal, and quarrying on Inuvialuit lands.

7(3)(b) In the disposition by the Inuvialuit of new rights respecting oil, gas, coal, minerals, sand and gravel and rock on Inuvialuit lands, the Inuvialuit may set terms and conditions with respect to environmental and safety provisions which in all cases shall never be less restrictive than those provided for under the laws of general application referred to in subsection 7(3) and paragraph 7(3)(a).

7(4) There shall be provisions in the Final Agreement with respect to paragraph 7(1)(b) lands, to minimize interference with the respective rights of ownership to substances of the Inuvialuit and of Canada.

7(5) Title to Inuvialuit lands may not be conveyed except to Inuvialuit individuals or corporations controlled by the Inuvialuit or to the Crown in Right of Canada. For greater certainty, leases and other rights to use and occupation respecting such lands for any purpose and dispositions of, right to explore, develop and produce substances which the Inuvialuit own may be made by the Inuvialuit to such persons or corporations as they may wish in accordance with laws of general application. The transfer or grant of Inuvialuit lands shall be without any transfer tax to the transferor/grantor or transferee/grantee. COPE and Canada shall negotiate and include in the Final Agreement provisions respecting an agreed upon cost base under the Income Tax Act, for determining liability to pay capital gains tax on capital gains realized on voluntary conveyances of Inuvialuit lands. This cost base shall reflect the fact of exchange through the Settlement.

7(5)(a) For the purposes of the Income Tax Act there shall be deemed to be no cost with respect to any acquisition or deemed acquisition of Canadian resource properties as defined in paragraph 66(15)(c) of the Income Tax Act by the Inuvialuit under this Agreement. However, net proceeds up to a total of \$10 million received by the Inuvialuit

from the dispositions of Canadian resource properties relating to the lands described in paragraphs 9(3)(a) and 9(3)(b) shall be deemed for the purpose of the said act to not be proceeds of dispositions of Canadian resource properties, and the said proceeds, the transfer to and receipt by the Inuvialuit of such proceeds, and any corporate distributions of such proceeds, shall be exempt from tax, including income tax, by federal, territorial, provincial and municipal governments.

7(6) There shall be no federal, territorial, provincial and municipal charge, levy or tax of any kind whatsoever on Inuvialuit lands or based on the value or assessed value of Inuvialuit lands and without limiting the generality of the foregoing, there shall be no capital, wealth, realty, school, water or business tax on Inuvialuit lands, or based on the value or assessed value of Inuvialuit lands; provided that, for the purposes of this subsection the term "land" shall not include buildings on land; and further provided that all royalties, rents, profits and other revenues or gain derived from Inuvialuit lands shall be taxable under laws of general application except as provided otherwise by this Agreement.

7(6)(a) There shall be no federal, territorial, provincial or municipal charge, levy or tax in

respect of the transfer to or receipt of Inuvialuit lands under the Settlement by the Inuvialuit Land Corporation.

7(7) Title to Inuvialuit lands shall be subject to easements, servitudes, and rights-of-way existing as of July 13, 1978.

7(7)(a) Those parts of Inuvialuit lands that lie within the Anderson River Bird Sanctuary and the Banks Island Bird Sanctuaries shall continue to be subject to the right of management by Canada through the Migratory Bird Sanctuary Regulations.

7(7)(b) Canada reserves the right to establish and operate new meteorological and climatological stations on lands received pursuant to paragraph 7(1)(b) subject to conditions, including the payment of compensation, to be determined in the Final Agreement.

7(8) No part of Inuvialuit lands may be expropriated other than by order of the Governor in Council.

7(8)(a) Canada recognizes the Inuvialuit's strong desire to retain their lands, and therefore agrees that any expropriation shall provide suitable alternative lands, considered to be satisfactory by the Inuvialuit, in place of the expropriated lands, if this is at all reasonably possible.

7(8)(b) If suitable alternative lands considered to be satisfactory by the Inuvialuit cannot reasonably be provided, monetary compensation shall be

payable, together with interest, as contemplated by the Canada Expropriation Act.

- (i) The monetary value of the lands in the Western Arctic Region is low relative to other parts of Canada because of their low productivity and their virtually non-existent market value at present. However, it is also recognized that this Settlement reflects an exchange between the Inuvialuit and Government. The cost base for the purpose of calculating capital gains for tax purposes referred to in subsection 7(5) is to reflect this fact of exchange. Therefore, it is agreed that monetary compensation payable on an expropriation shall include the greater of the following:
 - A) the amount representing the fair market value for the lands expropriated; and
 - B) the amount of the agreed cost base for such lands, as determined pursuant to subsection 7(5).

- (ii) Upon an expropriation of Inuvialuit lands there shall be compensation for the loss of hunting, trapping and fishing in addition to the compensation for the loss of the land. The Final Agreement shall contain provisions for determining the nature and extent of such compensation.

(iii) Nothing in this subsection or in subsection 7(5) implies an admission by Canada that the Inuvialuit now have a property right deriving from aboriginal title.

7(8)(c) An arbitration process shall be established to settle any disagreements arising from expropriation between Canada and the Inuvialuit concerning:

- (i) whether it is reasonably possible for Government to provide suitable alternative lands satisfactory to the Inuvialuit;
- (ii) the compensation and interest payable should suitable alternative lands not be available; and
- (iii) any other matters arising upon an expropriation, including payment of the costs of arbitration.

7(8)(d) The precise arbitration process will be set out in the Final Agreement.

7(8)(e) Compensation for expropriation, whether in the form of suitable alternative lands or money, shall be tax free to the Inuvialuit.

7(8)(f) Subject to the provisions of this subsection, and this Agreement generally, for greater certainty, the Inuvialuit shall continue to enjoy all the rights of any property owner under the laws of general application.

- 7(9) The Inuvialuit Land Corporation, and other corporations controlled by the Inuvialuit may exchange lands with Canada from time to time.
- 7(10) For greater certainty, the Crown shall retain ownership to all water in the Northwest Territories and the Yukon Territory.
- 7(10)(a) Notwithstanding Inuvialuit ownership of beds of rivers, lakes and other water bodies,
- (i) Canada shall retain the right to manage and control water, waterways, beds of rivers, lakes and water bodies for the purpose of the management of fish, migratory game birds, migratory non-game birds, and migratory insectivorous birds and their habitat, and the Inuvialuit shall not impede or interfere with such right.
 - (ii) Canada shall retain the right to manage and control water, waterways, beds of rivers, lakes and water bodies for the purpose of carrying out governmental functions relating to navigation, transportation, flood control and similar matters. The Inuvialuit shall not impede or interfere with Canada's carrying out of the said governmental functions. The Final Agreement shall contain provisions requiring consultation with the Inuvialuit

in the carrying out of the said functions as well as provisions regarding requirements as to notice that such functions are to be carried out and the payment of compensation.

- (iii) The Crown shall have control and management of the water and water beds and adjacent lands with respect to community water supplies as designated from time to time for the purpose of ensuring the protection of the water supplies from contamination and degradation. Such management shall ensure that community requirements are met first. The Final Agreement shall describe the manner in which the Crown shall manage community water supplies.

7(10)(b) Inuvialuit ownership of the beds of rivers, lakes and other water bodies shall not provide the Inuvialuit with the ownership of fish nor with the exclusive right to harvest fish.

7(10)(c) Canada and COPE shall negotiate the public right of access across certain Inuvialuit lands selected or to be selected pursuant to paragraph 7(1)(b) for the purpose of carrying out commercial and sport fishing in certain lakes, rivers and other water bodies. This right of access shall be restricted to those lakes, rivers

and water bodies identified in the Final Agreement.

7(11) Subject to paragraph 7(11)(a), and notwithstanding Crown ownership to water and ownership of the beds of navigable rivers, navigable lakes that can be entered from such rivers, and other water bodies to be determined, within lands selected and to be selected pursuant to paragraph 7(1)(b) the Inuvialuit rights to hunt, fish and trap on Inuvialuit lands as set forth in section 14 and in particular, the exclusive right set forth in subparagraph 14(2)(a)(i), shall extend to all rivers, lakes and any other water bodies within Inuvialuit lands.

7(11)(a) Where the Crown retains ownership to the waters and beds of water bodies within lands referred to in paragraph 7(1)(b) the Inuvialuit shall not have the exclusive right to harvest migratory game birds, provided however, Canada shall endeavour to ensure, by means of regulations pursuant to the Migratory Birds Convention Act that the Inuvialuit and those persons with rights recognized by paragraphs 14(2)(d) and 14(2)(e) shall be the only persons allowed to harvest such birds.

7(12) Canada agrees to withdraw from disposal under the Territorial Lands Act, with the exception of oil, gas and minerals included within oil, gas and mineral leases or permits existing as of

July 13, 1978, and with the exception of sand and gravel, the Inuvialuit land selections referred to in paragraphs 9(3)(a) and 9(3)(b) as shown in Annex D and Annexes G to L inclusive, and except the surface of those lands listed in Annexes P, Q, R and S.

- 7(12)(a) Sand and gravel permits shall be issued in respect of lands so withdrawn only with the consent of COPE, but such consent shall not be unreasonably withheld in respect of the issuance of permits for sand and gravel from reasonable sources of supply to meet usual governmental needs. Any sand and gravel permit will be for a period of not longer than one year.
- (i) As oil, gas and mineral leases and permits referred to in subsection 7(12) terminate Canada will withdraw the lands which were subject to such leases and permits from further dispositions.
 - (ii) During the period that lands referred to in this subsection are withdrawn, there shall be no special renewal permits issued with respect to oil and gas permits pertaining to paragraph 7(1)(a) lands, without the consent of COPE.
- 7(12)(b) Canada agrees not to make any disposition authorized by the Territorial Lands Act, with the

exception of oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations (described in Annex M), in force as of November 15, 1977, with respect to the Inuvialuit land selections referred to in paragraph 9(3)(c) as described in Annex D-2, except the surface of those lands listed in Annexes P and Q.

7(12)(c)

Between the date of this Agreement and the date of the Final Agreement, or the revocation of the Order-in-Council referred to in paragraph 7(12)(h), whichever is earlier, no surface rights shall be created by Canada with respect to Inuvialuit land selections referred to in paragraphs 9(3)(a), 9(3)(b) and 9(3)(c) and with respect to those Inuvialuit lands selected pursuant to subsection 9(5), except as follows:

- (i) With respect to the surface leases, licences and applications for leases or licences already received and in the process of being dealt with, as set forth in Annex P, the Minister may provide or extend the rights therein to December 31, 1983.
- (ii) With respect to the surface leases and licences set forth in Annex Q, the consent

of COPE to any replacement thereof will first be sought, provided however, if COPE withholds such consent, the Minister may issue such lease or licence for a term ending not later than December 31, 1983. Such lease or licence will be on the condition that an Inuvialuit participation agreement as contemplated by subsection 10(1) will be entered into between COPE and the applicant for the lease or licence if COPE so requests, provided however, if the applicant and COPE cannot agree as to the terms of the participation agreement, the Minister may require, as a condition of issuing the lease or licence that the applicant enter into a participation agreement containing those terms proposed by COPE and the applicant that in his opinion are reasonable and appropriate.

- (iii) Subject to subparagraph 7(12)(h), with respect to the issuance of surface leases and licences, other than those referred to in subparagraphs (i) and (ii), the consent of COPE shall first be sought, provided however, if COPE withholds such consent, the Minister may issue such lease or licence, for a term ending not later than

December 31, 1983. Such lease or licence will be on the condition that an Inuvialuit participation agreement, as contemplated by subsection 10(1), will be entered into between COPE and the applicant for the lease or licence if COPE so requests, provided however, if the applicant and COPE cannot agree as to the terms of the participation agreement, the Minister may require, as a condition of issuing the lease or licence that the applicant enter into a participation agreement containing those terms proposed by COPE and the applicant for the participation agreement that in his opinion are reasonable and appropriate.

7(12)(d)

No government reservations shall be created on Inuvialuit lands between the date of this Agreement and the date of the Final Agreement or the revocation of the Order-in-Council referred to in paragraph 7(12)(h), whichever is earlier, without the consent of COPE. If at any time in the future, those reservations or any portions thereof described in Annex R are no longer needed for the purpose for which they are being used as of the date of this Agreement, such reservations or portions thereof will be terminated and

removed as an encumbrance against the title of the Inuvialuit received under the Settlement Legislation.

7(12)(e) No lease or licence issued pursuant to this subsection without the consent of COPE shall extend beyond December 31, 1983, and no such lease or licence shall include any right to the renewal thereof.

7(12)(f) With respect to all the lands referred to in subsection 7(12), where any surface lease or licence referred to in this subsection ceases or expires, and where the Crown does not issue a replacement of the surface lease or licence as provided by this subsection, the lands covered by such lease or licence shall be withdrawn from further dispositions.

(i) With respect to lands referred to in paragraph 7(12)(b), and subparagraph 7(12)(i)(i) where any surface lease or licence referred to in this subsection ceases or expires, and where the Crown does not issue a replacement of the surface lease or licence as provided by this subsection, Canada agrees to make no further disposition of such lands with the exception of oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals

regulated under the Canada Mining Regulations
(described in Annex M), in force as of
November 15, 1977.

- 7(12)(g) From the date of the Settlement Legislation, no further surface rights to Inuvialuit lands shall be created other than by the Inuvialuit, and the Inuvialuit shall have the full rights of ownership as provided by the Settlement Legislation with respect to those lands subject to then existing surface rights.
- 7(12)(h) With respect to the lands referred to in paragraph 7(12), the withdrawal of such lands pursuant to this subsection shall continue until revoked by Order-in-Council, provided however, there will be no revocation of such withdrawal prior to December 31, 1981 without the consent of COPE and except as is necessary with respect to the issuance of surface leases and licences issued pursuant to subparagraph 7(12)(c)(iii).
- (i) With respect to the Inuvialuit land selections referred to in paragraph 9(3)(c) and with respect to those Inuvialuit lands selected pursuant to subsection 9(5) Canada will not make any dispositions with respect to those lands authorized by the Territorial Lands Act with the exception of oil, gas, related

hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations (described in Annex M), in force as of November 15, 1977, until the date of the Final Agreement or the revocation of the Order-in-Council referred to in paragraph 7(12)(h), whichever is earlier, except as is necessary with respect to the issuance of surface leases and licences pursuant to paragraph 7(12)(c), without the consent of COPE.

- 7(12)(i) The Minister shall consult with the Inuvialuit on a case-by-case basis, regarding the issuance of new rights with respect to the surface and those substances which shall be owned by the Inuvialuit pursuant to the provisions of subparagraph 7(1)(b)(ii) on lands traditionally used by the Inuvialuit as shown in Annex B other than those referred to in subparagraphs 7(1)(a)(i) and 7(1)(b)(i) hereof, to facilitate the selection of Inuvialuit lands still to be selected under subparagraph 7(1)(b)(ii). Upon COPE having submitted a land selection pursuant to subsection 9(5), the Minister shall withhold, to the extent he considers reasonable, granting such rights in respect of such lands, until the Minister has

made a final determination of the particular land selection pursuant to subsection 9(5).

- (i) After final determination has been made by the Minister of any land selection pursuant to subsection 9(5), Canada will not make any dispositions with respect to those lands authorized by the Territorial Lands Act with the exception of oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations (described in Annex M), in force as of November 15, 1977, until the date of the Final Agreement or the revocation of the Order-in-Council referred to in paragraph 7(12)(h), whichever is earlier, except as is necessary with respect to the issuance of surface leases and licences pursuant to subparagraph 7(12)(c)(iii), without the consent of COPE.
- (ii) COPE shall endeavour to submit land selections pursuant to subsection 9(5) with respect to the remaining Inuvialuit lands by March 31, 1979. The process of negotiation between the representatives of COPE and Canada shall then take place, and

the Minister shall endeavour to advise COPE as to his final determination with respect to any such land selection submissions pursuant to subsection 9(5) within two months of the submission.

7(13)

With respect to Inuvialuit lands selected pursuant to paragraph 7(1)(a), any holder of valid oil and gas, coal, mineral and quarrying rights issued before July 13, 1978 and with respect to Inuvialuit lands selected pursuant to subparagraph 7(1)(b)(i) any holder of valid quarrying rights issued before July 13, 1978 shall be entitled to enjoy such rights without alteration or interruption until the termination of such rights. For greater certainty, where a right includes the right to renewal the reference in this section to "right" includes such renewal whether such renewal took place before or after July 13, 1978.

7(13)(a)

Under the Final Agreement Canada shall continue to administer the rights referred to in subsection 7(13) on behalf of the Inuvialuit, provided however, Canada and COPE shall determine in the Final Agreement means for ensuring that, in respect of legislation providing for

discretionary decisions with respect to any such rights, no discretionary decisions shall be made to waive royalties or other payments in the nature of royalties, or to issue any special renewals, or that prejudice the economic interest of the Inuvialuit, without the consent of the Inuvialuit, and no other discretionary decisions with respect to such rights shall be made without prior consultation with the Inuvialuit.

7(13)(b) Following the Final Agreement Canada shall remit as soon as possible to the Inuvialuit any royalties, fees, rentals, bonuses, or any other payments in lieu of royalties accruing from the rights referred to in subsection 7(13) after the date of the Final Agreement. Any royalties accruing from oil and gas production under community sites will be included in such remittances.

7(13)(c) The amounts payable to the Inuvialuit under paragraph 7(13)(b) shall be calculated on the basis of the laws and regulations in force at the date of the Final Agreement applicable to the Northwest Territories as a whole; provided however, in all events, such amounts shall be at least equal to those Canada and/or the Crown in Right of Canada would receive if the Bill C-20, "An Act to Regulate the Disposition and

Development of Oil and Gas Rights" given first reading in the House of Commons December 20, 1977 had been enacted and was in force. The amounts shall not be calculated on the basis of legislation passed from time to time after the date of the Final Agreement unless agreed upon by the Inuvialuit.

SECTION 8

8. Husky Lakes/Cape Bathurst Areas

- 8(1) With respect to that part of the lands described in paragraph 7(1)(b)(i) and shown as Area 2 on Annex D (hereinafter referred to as Husky Lakes Area No. 2) approval for any development activity on land or water shall be dependent upon the developer being able to prove that the proposed development activity shall meet acceptable environmental standards and upon the developer being accountable for his standard of performance. The criteria for establishing acceptable environmental standards for the project and evaluating the developer's standard of performance shall be set by the Inuvialuit and Canada.
- 8(1)(a) In the event that an approval with respect to a development activity is not given pursuant to subsection 8(1), there shall be a right of appeal to the Minister who shall make the final decision, and the procedure for such appeals shall be set out in the Final Agreement.
- 8(1)(b) The criteria and standards for determining the terms and conditions with respect to development activities in Husky Lakes Area No. 2 shall be in the Final Agreement, and the decision-making structures and processes shall be part of the land management regime to be included in the Final Agreement and are referred to in section 11 herein.

- 8(2) Lands where permits are relinquished by oil and gas developers within Husky Lakes Area No. 2 shall not be opened for future oil and gas development by Canada without prior consultation with the Inuvialuit. For greater certainty, the Minister shall not enter into exploration agreements on those relinquished lands, nor permit Petro Canada to select such lands, nor issue oil and gas leases on such relinquished lands without the agreement of the Inuvialuit or if the Inuvialuit do not agree, the authority of the Governor in Council.
- 8(3) Subject to subsection 10(1) with respect to that part of the lands described in subparagraph 7(1)(b)(i) and shown as Area 1 on Annex D (hereinafter referred to as Husky Lakes Area No. 1), which is proximate to the Parson's Lake gas field, oil and gas activities shall be regulated by the laws of general application for the Western Arctic Region.
- 8(4) There shall be no dredging or development activity such as the building of drilling platforms or fuel storage facilities in the waters of the Husky Lakes, within Husky Lakes Areas Nos. 1 and 2 as shown in Annex D, and upon those adjacent land areas to be agreed upon in the Final Agreement.

8(5) The title to the 800 square miles of land selected in Cape Bathurst pursuant to subparagraph 7(1)(a)(ii) (shown as Area 3 in Annex D) shall be subject to permits numbered 4954 and 4955, as approximately shown in the part marked "a" within Area No. 3 as shown in Annex D.

8(5)(a) Any new subsurface development with respect to the 800 square miles in Cape Bathurst shall be subject to the consent of Canada and subject to the environmental terms and conditions to be mutually agreed upon by Canada and the Inuvialuit Land Corporation.

8(5)(b) In the event Canada wishes to approve development of land under permits numbered 4954 and 4955, any approval for a land use permit shall be dependent upon the developer being able to prove that the proposed development activity meets acceptable environmental standards and upon the developer being accountable for his standard of performance. The criteria for establishing acceptable environmental standards for the project and evaluating the developer's standard of performance shall be set by the Inuvialuit Land Corporation and Canada. The provisions of paragraphs 8(1)(a) and 8(1)(b) shall apply mutatis mutandis.

SECTION 9

9. Selection of Inuvialuit Lands

- 9(1) Lands selected shall be within the Western Arctic Region and shall be selected from the lands traditionally used and occupied by the Inuvialuit, as shown in Annex B, unless otherwise agreed.
- 9(2) Land selections by the Inuvialuit shall be based upon the following criteria:
- 9(2)(a) lands of importance to the Inuvialuit for reasons of biological productivity or of importance for traditional pursuits, including hunting, trapping and fishing;
- 9(2)(b) areas that may be important to the Inuvialuit for the future development of tourism or that may offer other economic opportunities for the Inuvialuit;
- 9(2)(c) areas of importance to the Inuvialuit because of the production of the wildlife and protection of the habitat;
- 9(2)(d) historic Inuvialuit sites or burial grounds;
- 9(2)(e) any areas which might be used by new Inuvialuit communities to be created in the future;
- 9(2)(f) lands that do not contain proved oil and gas reserves;
- 9(2)(g) lands that were not privately owned and lands that did not constitute public works as of

July 13, 1978, provided however, the Inuvialuit may select and own the subsurface below privately owned lands and public work sites within paragraph 7(1)(a) lands, but such subsurface ownership will not interfere with the private and public work use of the surface;

9(2)(h) in the selection of lands according to the criteria in paragraphs 9(2)(a) to 9(2)(e) inclusive, it is understood that the Inuvialuit shall acquire certain non-renewable substances which may provide economic opportunities.

9(3)(a) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(a)(i) are:

- (i) the block of land near Aklavik shown in Annex F and described in Annex F-1, excepting the community site shown in Annex F-2 and described in Annex F-3;
- (ii) the block of land near Inuvik shown in Annex G and described in Annex G-1;
- (iii) the block of land near Tuktoyaktuk shown in Annex H and described in Annex H-1, excepting the community site shown in Annex H-2 and described in Annex H-3;
- (iv) the block of land near Paulatuk shown in Annex I and described in Annex I-1, excepting the community site shown in Annex I-2 and described in Annex I-3;

- (v) the block of land near Sachs Harbour shown in Annex J and described in Annex J-1, excepting the community site shown in Annex J-2 and described in Annex J-3; and
- (vi) the block of land near Holman Island shown in Annex K and described in Annex K-1, excepting the community site shown in Annex K-2 and described in Annex K-3.

9(3)(b) The Inuvialuit land selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(a)(ii) is the block of land shown in Annex D as Area No. 3 and described in Annex D-1.

9(3)(c) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to paragraph 7(1)(b)(i) are the blocks of land shown in Annex D as Areas No. 1 and No. 2 and described in Annex D-2.

9(3)(d) With respect to the block of land referred to in subparagraph 9(3)(a)(iii):

- (i) Provisions shall be included in the Final Agreement to ensure the protection of the pingos in the area shown in Annex H-2;
- (ii) The consultation announced by the Minister on January 23, 1978 to investigate the feasibility of establishing a Pingo National Landmark shall continue. If, by the time of the Final Agreement, Canada decides to establish a Pingo National Landmark, the Crown will continue to

retain the title to the surface of the land, including sand and gravel, comprising the Landmark, which is approximately as shown in Annex H-3 and described in Annex H-4. In that event the Inuvialuit shall receive title to the surface, including sand and gravel, of an equal area of land suitable to the Inuvialuit in the Western Arctic Region; this land shall be described in the Final Agreement. The Inuvialuit shall receive title to the subsurface of the land comprising the Landmark;

- (iii) The Pingo National Landmark shall be managed under the National Parks Act, in consultation with the Inuvialuit Land Corporation and the people of Tuktoyaktuk as a joint management regime. There shall be provisions in the Final Agreement with respect to the joint management regime. In the event that there is disagreement with respect to the management of the Pingo National Landmark, there shall be a right of appeal to the Minister who shall make the final decision;
- (iv) Any future exploration for or extraction of subsurface resources shall be carried out from outside the Pingo National Landmark in a manner which will not damage the pingos;

- (v) For greater certainty the exclusive harvesting right set forth in paragraph 14(2)(a)(i) shall apply to land comprising the Landmark;
- (vi) The Inuvialuit shall have priority with respect to employment and any economic opportunities relating to the Pingo National Landmark.

- 9(4) The selection of the balance of the Inuvialuit lands to be received pursuant to paragraph 7(1)(b)(ii) shall be concluded by, and finalized as part of the Final Agreement.
- 9(5) COPE shall submit its land selections pursuant to subparagraph 7(1)(b)(ii) to Canada following the criteria set forth in subsections 9(1) and 9(2) and Canada shall utilize the existing data base in evaluating such selections. Canada shall make available data to COPE to facilitate the selection process. A final land selection shall result from negotiations between representatives of COPE and Canada. The land selections agreed upon shall then be recommended to the Minister who shall make the final determination.
- 9(6) All Inuvialuit lands so selected shall be transferred to the Inuvialuit Land Corporation pursuant to the Settlement Legislation.

SECTION 10

10. Participation Agreements

10(1) With respect to any exploration, development and production activities by holders of valid rights on Inuvialuit lands selected pursuant to paragraph 7(1)(a) and subparagraph 7(1)(b)(i) and to be selected pursuant to subparagraph 7(1)(b)(ii), and future rights granted by Canada on Inuvialuit lands selected pursuant to subparagraph 7(1)(b)(i) and to be selected pursuant to subparagraph 7(1)(b)(ii), access across and upon such Inuvialuit lands shall be guaranteed by the Inuvialuit. This access shall be subject to the payment of fair compensation to the Inuvialuit by the developer for being extended such access, and for damage to their lands, and for diminution of the value of their interest in their lands. The Inuvialuit shall have the right to negotiate with the developer/ applicant an appropriate land rent (not to include royalty revenues) and specific terms and conditions with respect to employment, service contracts, education and training, to reflect the nature of the land use for which access is being sought. These negotiations would take place within a time period to be specified in the Final Agreement and would be subject to an appeal process to be described in the Final Agreement.

10(2)

With respect to Crown lands within the Western Arctic Region, general guidelines on social and economic interests, to facilitate employment, education and training, in favour of the Inuvialuit, shall be considered and applied so far as possible by Canada with respect to each application for exploration, development or production.

SECTION 11

11. Land Management

11(1) The Settlement Legislation shall provide for the establishment of a Land Use Planning Commission and a Land Use Applications and Review Committee for the Western Arctic Region including any necessary amendments to the Territorial Lands Act and other legislation.

11(2) The Land Use Planning Commission shall comprise five members appointed by the Minister from nominations put forward by the Inuvialuit (2), the Federal Government (1), the Territorial Government (1) and the fifth to be appointed directly by the Minister.

11(2)(a) The Land Use Planning Commission's functions, which shall extend throughout the Western Arctic Region, is to advise the Minister, and for that purpose its powers and duties shall include the following:

- (i) preparation of a land use plan with the objective of integrating renewable resource management;
- (ii) responsibility for on-going land use and coastal planning in the Western Arctic Region;
- (iii) assessment of large-scale and long-term activities or proposed activities affecting the land base with respect to

environmental, social and economic concerns, including the conduct of public hearings at the community and regional level;

- (iv) evaluation of the effectiveness of the legislation and administration affecting renewable resources in the Western Arctic Region, and advising as to remedial measures; and
- (v) undertaking, at the request of the Minister, various land management projects, for example, resource inventory and identification of critical habitat.

11(3) The Land Use Applications and Review Committee shall be a technical committee representing Canada, the Government of the Northwest Territories, the Inuvialuit and the Land Use Planning Commission.

11(3)(a) The responsibilities of the Committee, to be described further in the Final Agreement, shall include the following:

- (i) to advise appropriate government officials generally on the administration of the Territorial Land Use Regulations;
- (ii) to advise the Administrator of the Territorial Land Use Regulations on the terms and conditions for specific land

use permits with respect to land use, environmental concerns, remedial measures and restoration; and

(iii) to develop systems and procedures for administering environmental controls.

11(4) With respect to Husky Lakes Area No. 2 referred to in subsection 8(1), the Land Use Applications and Review Committee shall be responsible for a joint management process which shall be described in the Final Agreement. This process shall require that before issuing a land use permit under the Territorial Land Use Regulations within Area No. 2 both the Inuvialuit and government representatives shall approve. In the event an application is not approved, the applicant shall have a right of appeal to the Minister for a final decision.

11(5) The Inuvialuit and government agree with and support the establishment of special environmental protections for specific areas in the Western Arctic Region, including both Inuvialuit and public lands, and recognize that the Canadian Committee on the International Biological Program has proposed, for that purpose, the establishment of 17 ecological sites in the Western Arctic Region as listed in Annex L.

11(5)(a) The Inuvialuit and the Government agree to protect these proposed sites until such time as the Government and the Inuvialuit decide which ecological sites will be established. The proposed sites will be assessed according to priorities jointly agreed upon within a schedule of submission to be arranged with IBP Panels 9 and 10.

11(5)(b) The Inuvialuit and government shall jointly develop, in consultation with interested individuals and groups, a management regime for each of the sites to be established.

11(5)(c) The selected sites will be identified in the Final Agreement and the description of such management regimes will be included in the Final Agreement unless agreed otherwise.

SECTION 12

12. National Wilderness Public Dedication
- 12(1) Canada agrees to establish a National Wilderness Park for the purpose of wildlife protection and wilderness conservation of not less than the 5,000 square miles of traditional lands of the Inuvialuit in the northern Yukon shown as the area marked "A" in Annex E and in pursuance thereof has withdrawn from disposal under the Territorial Lands Act certain lands therein as described in the Prohibition and Withdrawal of Certain Lands from Disposal Order, 1978 (SOR/78-568, 6 July, 1978). (See Annex E-1).
- 12(1)(a) Although most of Herschel Island shall be included within the National Wilderness Park, an area of up to five square miles of land plus adjacent offshore in the area of Pauline Cove shall be excluded from the Park for the purpose of a port. Because of the importance of the Pauline Cove site from an ecological viewpoint and as an historic site of the Inuvialuit, the Inuvialuit shall participate in the planning process for any development in the area of Pauline Cove, and in economic opportunities connected with any such development.
- 12(2) Canada shall also consider the strong recommendation of the Inuvialuit that Canada act upon the Report of the MacKenzie Valley Pipeline Inquiry recommendation that the entire northern area of the Yukon north of the Porcupine River

(which includes all traditionally used Inuvialuit land in the Northern Yukon and some land which has not been used traditionally by the Inuvialuit) be dedicated as a National Wilderness Park in accordance with the ideas and recommendations of the Report of the MacKenzie Valley Pipeline Inquiry.

- 12(3) All people of native origin in the Yukon Territory and the Northwest Territories who can demonstrate traditional use within the Park area, shall be guaranteed hunting, trapping and fishing rights on all lands dedicated as a National Wilderness Park, and on other lands in the Yukon Territory where traditional use can be shown, to the extent of that traditional use.
- 12(3)(a) Subject to the qualifications in favour of all people of native origin set forth in subsection 12(3), all of the rights and obligations referred to in subparagraphs 14(2)(a)(ii), (iii), (iv), (v) and (vi), paragraphs 14(2)(c), 14(2)(i), 14(2)(i)(i), 14(3)(b), 14(3)(c) and 14(3)(d) shall apply with respect to the lands traditionally used by the Inuvialuit as shown in Annex E which includes lands to be dedicated as a National Wilderness Park, including the coastal waters and islands, and specifically with respect to all of Herschel Island and with respect to the coastal waters beyond the Park.

- 12(3)(a) (i) In the alternative to paragraph 12(3)(a) if, by the time of the Final Agreement, the native people of Old Crow agree that they shall hunt, fish and trap only to the south of the line following the watershed as shown in Annex E, the Inuvialuit agree to hunt, fish and trap only to the north of the said line where the rights and obligations of subparagraphs 14(2)(a)(ii), (iii), (iv), (v) and (vi), paragraphs 14(2)(c), 14(2)(i), 14(2)(i)(i), 14(3)(b), 14(3)(c) and 14(3)(d) shall apply.
- 12(3)(b) Subject to the qualifications in favour of all people of native origin set forth in subsection 12(3) the exclusive right to harvest game shall apply in respect to that part of the Inuvialuit traditional lands as shown in Annex E that will lie within the lands to be dedicated as a National Wilderness Park. Should any part or parts of the National Wilderness Park be removed from such dedication, the exclusive right to harvest game shall continue with respect to such part or parts.
- 12(4)(a) In order to provide for joint planning by the native people and Canada of the area contemplated as a National Wilderness Park in subsections

12(1) and 12(2), a National Wilderness Park Steering Committee shall be established. The Committee will comprise nine members appointed by the Minister one of whom shall be appointed directly, and seven from nominations put forward as follows:

- two from the Inuvialuit;
- two from the native people of Old Crow;
- one from the Government of the Yukon Territory;
- one from the native people of Aklavik, Arctic Red River, and Fort McPherson;
- one from the Minister of Fisheries; and
- one from the Minister of Environment.

- 12(4)(b) The Committee shall advise the Minister prior to the date of the Final Agreement on:
- (i) the purpose and functions of the National Wilderness Park;
 - (ii) interim management for the proposed Park area; and
 - (iii) the establishment of a permanent management regime, including liaison and joint management arrangements with respect to federal-territorial and international aspects of wildlife management as discussed in paragraph 14(3)(h).
- 12(4)(c) A Joint Planning Group shall be established comprising ten members - five representing

the native people of Old Crow and five representing the Inuvialuit. The main function of this Group will be to advise the Steering Committee on all matters within its mandate which affect native interests.

12(5) The management regime for the National Wilderness Park shall be broad enough to provide for the cultural and social values of the Inuvialuit. For that purpose and in recognition of the traditional use of the North Slope of the Yukon Territory by the Inuvialuit, Canada agrees that the Inuvialuit shall be permitted to establish small settlements according to criteria to be set forth in the Final Agreement at traditional coastal locations to be identified within and National Wilderness Park and Herschel Island under the Final Agreement.

12(6) To the extent that the management regime provides for economic activities, the Inuvialuit shall be guaranteed economic opportunities within and related to the National Wilderness Park referred to in subsection 12(1).

12(7) Subject to paragraph 12(7)(a) and subsection 12(6), in the event that the National Wilderness Park as constituted comprises any area to which the Indians of Old Crow can demonstrate a traditional use and occupancy the Indians of Old Crow will be assured participation in employment and economic opportunities in the Park

as well as participation in the management regime in proportion to the extent of such traditional use and occupancy.

12(7)(a) A predominant number of persons employed in the operation and management of the National Wilderness Park contemplated in subsection 12(1) shall be Inuvialuit.

12(8) In the event that any area within the three coastal areas shown in Annex E is withdrawn from the National Wilderness Park contemplated by subsection 12(1), the lands so withdrawn shall become Inuvialuit lands. The total amount of lands which may become Inuvialuit lands shall not exceed 1,000 square miles. The title to such lands (less oil, gas, related hydrocarbons, sand, gravel, coal, native sulphur and those minerals regulated under the Canada Mining Regulations, described in Annex M, in force as of November 15, 1977) shall be fee simple absolute title. There shall be no federal, territorial, provincial and municipal taxes in respect of the receipt of such lands by the Inuvialuit Land Corporation from Canada. For greater certainty the Inuvialuit shall have the harvesting rights set forth in subparagraph 14(2)(a)(i) in respect of such lands.

12(9) The Government shall recommend to Parliament that the Settlement Legislation shall refer where appropriate to any legislation constituting the National Wilderness Park.

SECTION 13

13. New Settlement

13(1) Should a decision be made to construct a major oil or gas facility in the vicinity of the MacKenzie Delta, Canada agrees to fund a feasibility study pertaining to the possible establishment of a new settlement. Such a study would be contingent upon Canada receiving reasonable assurance that a substantial number of Inuvialuit would move to the new settlement if one were established.

13(1)(a) If the results of the study establish that the new settlement is required, Canada agrees in consultation with the Government of the Northwest Territories, to consider with the Inuvialuit the development and construction of such a settlement on a cost-shared basis.

13(1)(b) If the new settlement is established the blocks of land selected pursuant to paragraph 7(1)(a)(i) near each of the six communities shall be reduced by the Inuvialuit by one seventh and the Inuvialuit shall be entitled to select near the new settlement a block of subparagraph 7(1)(a)(i) land equal in area to the total area of land so removed, subject to encumbrances existing at the time of the selection. The land for the new settlement shall be selected by mutual agreement approximately in the area as shown in Annex F.

The nature and extent of government financial participation in the project shall be negotiated and agreed to in the Final Agreement.

SECTION 14

14. Wildlife

14(1) Principles

14(1)(a) A basic goal of the Inuvialuit Land Rights Settlement is to protect and preserve the Arctic wildlife, environment and biological productivity, through the application of conservation principles and practices.

14(1)(b) In order to achieve effective protection of ecosystems in the Western Arctic Region, the Settlement should ensure an integrated result of wildlife management and land management, to be attained through various means, including the coordination of legislative authorities.

14(1)(c) The Final Agreement shall ensure that critical wildlife habitat is protected.

14(1)(d) One of the means to protect and preserve the Arctic wildlife, environment and biological productivity is to ensure the effective integration of the Inuvialuit into all structures, functions and decisions pertaining to wildlife management and land management in the Western Arctic Region.

14(1)(e) The relevant knowledge and experience of both the Inuvialuit and the scientific communities shall be employed in order to achieve conservation.

14(2) Harvesting Rights

14(2)(a) The Final Agreement shall provide the Inuvialuit with certain harvesting rights. Nothing in this subparagraph shall have the effect of giving to

the Inuvialuit a proprietary interest in any wildlife. Subject to the qualifications set forth in paragraphs 14(2)(d) and 14(2)(e), these rights shall include:

- (i) the exclusive right to harvest game on Inuvialuit lands and if agreed upon, other areas;
- (ii) the exclusive right to harvest furbearers, including black and grizzly bears, throughout the Western Arctic Region;
- (iii) the exclusive right to harvest polar bear and musk-ox throughout the Western Arctic Region;
- (iv) the preferential right to harvest all other species of wildlife (except migratory non-game birds and migratory insectivorous birds) for subsistence usage throughout the Western Arctic Region. In the event harvesting rights are extended to other native peoples pursuant to paragraph 14(2)(d), their requirements as to subsistence usage will be taken into account as well when setting the subsistence quotas;
- (v) the right to have priority over others for the harvest of marine mammals in the Western Arctic Region, which right shall include a

minimum guaranteed level of harvest based on present levels of harvesting of marine mammals by the Inuvialuit. Such present levels of harvest will be determined in the Final Agreement. The right to have priority for the harvest of marine mammals shall be subject to conservation, and shall take into account the changing population levels of marine mammals in the Western Arctic Region. The harvestable quotas for marine mammals will be set by the Inuvialuit and Government; and

(vi) within the Western Arctic Region access to any harvest permitted under law of species of wildlife referred to in subparagraph 14(2)(a)(iv) for the purpose of commercial sale for food shall be provided for by means of the restricted entry system referred to in subsection 14(4).

14(2)(b) (i) Where, in the exercise of their exclusive right to harvest wildlife pursuant to 14(2)(a)(i) to 14(2)(a)(iii), the Inuvialuit permit non-Inuvialuit to harvest wildlife, the regulation of such harvesting by non-Inuvialuit shall be subject to terms and conditions described in the Final Agreement.

(ii) The Inuvialuit may sell the non-edible by-products of those species referred to in

subparagraphs 14(2)(a)(ii) and 14(2)(a)(iii) to any person.

(iii) The right of the Inuvialuit to sell fish to other Inuvialuit will be determined in the Final Agreement.

14(2)(c) Between the date of this Agreement and that of the Final Agreement, government including the Government of the Yukon Territory shall consult with COPE when proposing any legislative or administrative change with respect to the harvesting of wildlife, and shall endeavour to respect the views, positions and recommendations of COPE on any matter respecting the harvesting of wildlife by the Inuvialuit. Canada agrees that during this period the status quo will be maintained in respect of wildlife legislation and regulation to the extent necessary to ensure that the rights in respect of wildlife that the Inuvialuit will receive pursuant to the Settlement, in particular those referred to in subparagraphs 14(2)(a)(i) to 14(2)(a)(vi) and subparagraphs 14(2)(g)(i), 14(2)(i) and 14(2)(i)(i) are not prejudiced.

14(2)(d) Recognizing Canada's constitutional jurisdiction in respect of the rights of native peoples and of native lands; recognizing that the Government of the Northwest Territories has created a general hunting

licence; recognizing that the Settlement will provide the Inuvialuit with certain harvesting rights as part of the specific rights and benefits granted in exchange for any Inuvialuit land rights that may now exist (as referred to in subsection 1(3)); and recognizing the need to reconcile such Inuvialuit harvesting rights with any possible harvesting rights which other native peoples may receive in the Western Arctic Region under settlements based on traditional use and occupancy and any possible harvesting rights which individuals currently harvesting wildlife in the Western Arctic Region may have, Canada and COPE agree as follows:

- (i) It is recognized that Canada may, through settlements of native claims based on traditional use and occupancy, protect and confirm interests arising from such use and occupancy by granting to native peoples harvesting rights to certain species in the Western Arctic Region, but any such rights granted shall be limited to species and area traditionally used by such peoples. Provided however, should Canada grant to any native peoples harvesting rights as contemplated by this subparagraph, Canada shall at the same time protect and confirm the interests of the Inuvialuit by granting to the Inuvialuit

harvesting rights to species traditionally harvested by the Inuvialuit in those lands outside the Western Arctic Region that the Inuvialuit have traditionally used and occupied. Canada shall describe the rights to be provided to other native peoples by means of an agreement in principle with such native peoples which shall set out the harvesting rights as well as identify the species and delineate the areas to which such rights shall apply. In the event that Canada has not entered into such agreements in principle as contemplated by this subparagraph within five years from the date of this Agreement, or within two years following the date of the Settlement Legislation, whichever is later, this subparagraph shall not apply. Provided, however, that whatever harvesting rights any such native peoples may have as of the date of this Agreement, or that they may acquire in the future under the law as it exists at the date of this Agreement, within the Western Arctic Region, shall continue as long as this subparagraph applies.

- (ii) It is recognized that Canada may through settlements of existing agreements arising from traditional use and occupancy, protect

and confirm interests arising from such use and occupancy by granting to native peoples harvesting rights on unoccupied Crown lands to certain species in the Western Arctic Region, but any such rights granted shall be limited to species and areas traditionally used by such peoples. Provided however, should Canada extend to any native peoples harvesting rights as contemplated by this paragraph, Canada shall at the same time protect and confirm the interests of the Inuvialuit by granting harvesting rights to the Inuvialuit on unoccupied Crown land to species traditionally harvested by the Inuvialuit in those lands outside the Western Arctic Region that the Inuvialuit have traditionally used and occupied. Canada shall describe the rights to be provided to other native peoples by means of an agreement in principle with such native peoples which shall set out the harvesting rights as well as identify the species and delineate the areas to which such rights shall apply. In the event that Canada has not entered into such agreements in principle as contemplated by this subparagraph within five years from the date of this Agreement, or within two years following the date of the

Settlement Legislation, whichever is later, this subparagraph shall not apply. Provided, however, that whatever harvesting rights any such native peoples may have as of the date of this Agreement, or that they may acquire in the future under the law as it exists as of the date of this Agreement, within the Western Arctic Region, shall continue as long as this subparagraph applies.

14(2)(e) Individuals not eligible to be enrolled in the Inuvialuit Land Rights Settlement who fall within the following criteria and who can demonstrate that, as of the date of this Agreement, they have trapped certain species in certain areas within the Western Arctic Region, shall not be precluded by the provisions of subparagraphs 14(2)(a)(i) and 14(2)(a)(ii) from continuing to trap during their lifetime such species in such areas, including both Crown and Inuvialuit lands:

- A. individuals who had registered traplines in the Western Arctic Region area of the Mackenzie Delta before the Delta Group Trapping Area was established; and
- B. descendants alive as of the date of this Agreement of the individuals described in A herein who can demonstrate that they are

trapping primarily within the Western Arctic Region; and

C. individuals who are operating registered traplines within the Western Arctic Region under a General Hunting Licence.

- (i) A native individual who is not eligible to be enrolled in the Inuvialuit Land Rights Settlement, who is alive at the date of this Agreement, being a descendant of an individual who falls within A, B, or C of paragraph 14(2)(e) and who is under the age of sixteen as of the date of this Agreement shall not be precluded by the provisions of subparagraphs 14(2)(a)(i) and 14(2)(a)(ii) from trapping during his lifetime for certain species in certain areas, including both Crown and Inuvialuit lands, if such native individual traps in his traditional area within five years from the date of this Agreement in the Western Arctic Region.
- (ii) Any individual who is not eligible to be enrolled in the Inuvialuit Land Rights Settlement and who has trapped certain species in certain areas under a General Hunting Licence during any one of the 1975/76, 1976/77 or 1977/78 licence years plus six years during the period from the 1968/69 to the 1977/78

licence years shall not be precluded by the provisions of subparagraphs 14(2)(a)(i) or 14(2)(a)(ii) from trapping such species in such areas including both Crown and Inuvialuit lands for his lifetime.

(iii) Individuals holding a General Hunting Licence who are alive as of the date of this Agreement, who reside in or near the Western Arctic Region, who are not eligible to be enrolled in the Inuvialuit Land Rights Settlement and who can demonstrate that they have hunted caribou prior to the date of this Agreement on Inuvialuit lands for their personal consumption, shall be guaranteed by the Inuvialuit access to harvest caribou for that purpose for their lifetime. For greater certainty, such access shall be subject to the preferential right of the Inuvialuit to harvest for subsistence usage set out in subparagraph 14(2)(a)(iv).

14(2)(f) Recognizing that wildlife management cannot necessarily predict or control the fluctuations or movements of wildlife populations, and recognizing that through the settlement of claims based on traditional use and occupancy native peoples may have harvesting rights in distinct regions adjacent to one another the Final Agreement shall describe means to

facilitate the distribution of the harvest limits or the harvest for subsistence purposes among the native peoples living in the vicinity of the Western Arctic Region who traditionally depend upon a common wildlife resource for food and clothing.

(i) The caribou agreements referred to in paragraph 14(3)(h) shall ensure that all native peoples who traditionally harvest caribou from a specific herd are able to receive an equitable share of caribou for food.

14(2)(g) Subject to this section the harvesting rights held by an individual through a General Hunting Licence, who resides in or near the Western Arctic Region, shall not be affected by the Settlement.

(i) For greater certainty, the Inuvialuit will continue to have the same rights that other persons have to qualify for a general hunting licence under the Territorial Game Ordinance, R.O.N.W.T. 1974, c. G-1.

14(2)(h) Nothing in the Final Agreement shall prevent any person from taking wildlife to utilize for survival during an emergency situation.

14(2)(i) The right to harvest shall include the present and traditional methods of harvesting; provided, however, such methods shall be subject to the laws of general application.

(i) Legislative proposals to amend laws related to methods of harvesting may be negotiated and

agreed to. These proposed amendments shall be consistent with such considerations as:

- the protection of wildlife populations;
- public safety;
- provisions of international agreements and the Fisheries Act;
- the principle of efficient utilization of the harvest; and
- the protection of the environment.

14(2)(j) Nothing in this section implies an admission by the Inuvialuit that any native peoples other than the Inuvialuit have any traditional use or occupancy within any part of the Western Arctic Region.

14(3) Management Processes

14(3)(a) The exercise of the harvesting rights set forth in subsection 14(2) shall be subject to laws pertaining to public safety and conservation.

14(3)(b) Within their respective jurisdictions, government, including the Government of the Yukon Territory, shall determine the harvestable quotas for species based upon the principles of conservation. The harvestable quotas for those species referred to in subparagraphs 14(2)(a)(ii) and 14(2)(a)(iii) shall be set by the Inuvialuit and government, including the Government of the Yukon Territory.

14(3)(c) Within such harvestable quotas, the determination of the levels of subsistence quotas for those

species referred to in subparagraph 14(2)(a)(iv) shall take into account the following considerations:

- (i) demonstrated or projected food and clothing requirements of the Inuvialuit;
- (ii) demonstrated usage patterns and levels of harvest by Inuvialuit;
- (iii) availability of species from time to time;
- (iv) the total wildlife resource available and accessible for harvest;
- (v) predicted responses of wildlife populations to observed phenomena beyond the control of wildlife management;
- (vi) predicted requirements for particular wildlife species for subsistence usage;
- (vii) predicted ability of wildlife populations to meet subsistence usage requirements; and
- (viii) recognition of national and international obligations with respect to migratory game birds and international obligations with respect to fish.

14(3)(d) For purposes of management, and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas shall be jointly established by the Inuvialuit and the governments concerned including the Government of the Yukon Territory for each species or species group of

subsistence value, recognizing that government reserves its power to regulate.

14(3)(e) Recognizing the present restrictions of the Migratory Birds Convention Act, Canada undertakes to explore means for permitting the Inuvialuit to hunt migratory game birds in the spring.

14(3)(f) Canada undertakes to endeavour to obtain changes to other international conventions and arrangements and to explore other alternatives, to achieve greater flexibility in the use of wildlife resources by the Inuvialuit.

14(3)(g) The Final Agreement shall contain provisions incorporating the concept of compensation to the Inuvialuit for loss of wildlife harvesting potential caused by development taking place after the Final Agreement on lands in the Western Arctic Region, with methods of determining responsibility and assigning liability for such damage, and for the degree and nature of compensation to be mutually agreed upon.

(i) Where the participation agreement concept applies, compensation provisions for loss of wildlife harvesting potential shall, if applicable, be included in the participation agreement.

14(3)(h) The Final Agreement shall contain provisions to ensure that wildlife management and habitat

management produce an integrated result with respect to migratory species within the Yukon Territory, the Northwest Territories and the adjacent off-shore. In respect of migratory species which cross international boundaries (e.g., Porcupine caribou herd), Canada shall endeavour to include the countries concerned in cooperative management agreements and arrangements designed to maintain acceptable populations in all jurisdictions affected (including safe harvesting levels within each jurisdiction and the distribution of quotas between jurisdictions). Canada shall endeavour to have within such agreements, provisions respecting joint research objectives and related matters respecting the control of access to populations.

- (i) the principle of caribou herd management as generally expressed in Inuvialuit Nunangat is accepted, and to that end Canada shall endeavour to work out agreement with all jurisdictions where lands support the herds and where people traditionally harvest the caribou for subsistence. Governments will involve the native people who traditionally harvest caribou for subsistence in the formulation of such agreements and shall endeavour to have such agreements provide

for the effective involvement of such people
in the management of the caribou.

14(4) Restricted Entry System

14(4)(a) The restricted entry system referred to in
14(2)(a)(vi) includes the following objectives:

- (i) to provide a means of entry into a
commercial harvesting of wildlife;
- (ii) to provide an effective and efficient
means to facilitate the harvest and
management of the wildlife resource;
- (iii) to provide an effective and efficient
means to facilitate the sale and marketing
of the food products;
- (iv) to minimize to the extent possible
administrative and regulatory requirements;
- (v) to provide maximum flexibility with
respect to quotas and licencing in order
to protect the resource primarily for
subsistence usage requirements;
- (vi) to give highest priority to those persons
whose livelihood is based primarily on the
diverse harvesting of the renewable
resource base realizing thereby a
relatively low cash income;
- (vii) to give priority over highly specialized
and heavily capitalized enterprises

to those persons in the Western Arctic Region harvesting wildlife for the purposes of supplementing their income.

14(4)(b) The following criteria for the issuance of individual licences under the restricted entry system shall include:

- (i) residence;
- (ii) past experience in the harvest of the species;
- (iii) past experience in the harvest of other species of wildlife;
- (iv) knowledge of the local renewable resources for which the licence is required;
- (v) skills related to the harvesting of wildlife;
- (vi) social need;
- (vii) past participation and performance of the applicant; and
- (viii) past performance with respect to resource management responsibilities.

14(4)(c) There shall be a systematic review with the Inuvialuit of matters pertaining to the performance, management and the administration of the restricted entry system.

14(4)(d) The restricted entry system shall be given effect through appropriate government legislation which shall provide for an appeal procedure.

- 14(4)(e) The Final Agreement may apply the restricted entry system to the harvesting of wildlife for other commercial purposes.
- 14(5) The Final Agreement shall contain provisions in respect of other commercial activities in relation to wildlife such as outfitting and marketing.
- 14(6) Structures
- 14(6)(a) In addition to the Land Use Planning Commission referred to in subsection 11(1) the following structures shall be established in the Western Arctic Region:
- a Game Council;
 - local Hunters and Trappers Committees; and
 - a Natural Resources Research Board.
- 14(6)(b) Certain powers shall be delegated to these structures in order to achieve the goals of Inuvialuit Nunangat and the principles expressed in this Agreement. Initially, the role of the structures shall be advisory, excepting certain subsidiary, delegated functions such as the sub-allocation of subsistence quotas. These roles shall be expressed in the Final Agreement and shall include:
- (i) provisions requiring mandatory consultation;
 - (ii) the right to make recommendations prior to the passing of new legislation; and

(iii) other powers such as the holding of public hearings in the Western Arctic Region on any matters affecting the usage of wildlife.

14(6)(c) Nothing in paragraph 14(6)(b) shall preclude the delegation of further powers resulting from the findings and recommendations of the Special Government Representative for Constitutional Development in the Northwest Territories.

14(6)(d) The Natural Resources Research Board shall comprise representatives appointed by the Inuvialuit and the appropriate governmental authorities.

14(6)(e) The Game Council and the Local Hunters and Trappers Committees shall comprise representatives of the Inuvialuit.

14(6)(f) The relationships between the Natural Resources Research Board, the Game Council, the Hunters and Trappers Committees and the Land Use Planning Commission shall be set out in the Final Agreement. The objective is to ensure legislation, policies, programs and measures that protect wildlife harvesting potential and biological productivity in the Western Arctic Region.

SECTION 15

15. Financial Compensation

15(1) For the purposes of this section, corporation means the "Inuvialuit Investment Corporation" and the "Inuvialuit Development Corporation".

15(2) The Settlement Legislation shall provide that Canada shall make capital transfer payments to the corporation as financial compensation under this Land Rights Settlement in accordance with the agreed upon schedule of payments as set forth in Annex N commencing December 31, 1981, if the Settlement Legislation is then in force. Such payments are valued at 45 million dollars in present value, as of December 31, 1977.

15(3) If the Settlement Legislation is not likely to be in force by December 31, 1981, the Final Agreement shall, in order to protect the value of the financial compensation to the corporation, make provision for necessary adjustments in the dates of payments and amounts to be paid pursuant to Annex N, and make corresponding provision for adjustment in the amounts referred to in Annex O and the commencing date of January 1, 1982, referred to in subsection 15(4), and if appropriate the extension by Canada of the right of the Inuvialuit to borrow money by way of interest-free loans.

15(4) Subject to subsection 15(3), the Settlement Legislation shall provide that the corporation shall have the right to borrow any amount or amounts from Canada at any time or times each year, commencing January 1, 1982, provided however, that such borrowings do not result in the aggregate of the amount of principal outstanding at any time in any calendar year, together with any amount of interest due but unpaid, exceeding the Schedule of Maximum Amounts Permitted to be Outstanding for the year as set forth in Annex O and provided that the amount or amounts do not exceed 30 million dollars in the aggregate in any fiscal year, (April 1 to March 31). Interest thereon at eight per cent per annum calculated semi-annually, not in advance, shall be due and payable on December 31 of each year. Where the amount of principal outstanding on December 30 in any particular year is greater than the Maximum Amounts Permitted to be Outstanding for the immediately subsequent year, the difference will be due and payable on December 31 of such particular year. The principal of any loans outstanding or any part thereof may be repaid at any time or times without notice or bonus. The corporation may exercise the aforesaid right by giving to Canada four (4) months' notice in writing of a demand for a loan of an amount specified

therein, from Canada, in accordance with the provisions of this subsection on the date stipulated in such notice, whereupon Canada shall on such stipulated date, lend to the corporation the amount specified in such notice.

15(5) Canada shall have the right to set off the amounts due to the corporation pursuant to Annex N against amounts of principal which become due and payable to Canada pursuant to subsection 15(4) and against any interest then due and payable.

15(6) During the period between the date of this Agreement and December 31, 1981, Canada shall advance to the Inuvialuit Development Corporation interest-free loans commencing on the date of this Agreement and every six months thereafter, the first four such loans to be equal to 1.8 million dollars each and the remaining three such loans to be equal to 825,000 dollars each.

15(7) Subject to subsection 15(3), on December 31, 1981, Canada shall set off against the initial amount payable to the corporation pursuant to subsection 15(2) the amounts of the interest-free loans owing by the Inuvialuit Development Corporation pursuant to subsection 15(6) in payment and satisfaction of such loans. Amounts due pursuant to subsection 15(2), subject to any other right of set off by Canada, shall be paid to the corporation.

15(8) The financial compensation paid pursuant to subsection 15(2), the transfer to and receipt by the corporation of such financial compensation, and any corporate distribution by the corporation of such financial compensation, shall be exempt from tax, including income tax, by federal, territorial, provincial and municipal governments.

15(8)(a) For greater certainty, any income earned upon monies received and invested by the corporation shall be subject to the tax laws of general application.

SECTION 16

16. Economic Measures

16(1) One of the basic goals of Canada and the Inuvialuit as set out in subsection 1(2) is to enable the Inuvialuit to be equal and meaningful participants in the northern and national economy and society. The objective is to integrate the Inuvialuit effectively so that present and future generations can achieve a stable economic self-reliance and build a solid economic base, so that they can achieve equality with Canadians generally. Canada agrees that the means to achieve this objective shall include economic measures which are an appropriate part of the compensation aspect in the Land Rights Settlement.

16(1)(a) Recognizing that this section does not imply a guarantee by Canada that the following goals will be achieved, Canada agrees to negotiate economic and social measures to be included in the Final Agreement that shall contribute substantially to the achievement by the Inuvialuit of the goals set out below, by the year 2000:

- (i) a greater range of choices as to productive economic activities for the Inuvialuit;
- (ii) economic development in the Western Arctic Region, to the extent possible, that is in

- harmony with the cultural, social and economic needs of the Inuvialuit;
- (iii) ongoing real economic and social benefits from economic development for present and future generations of Inuvialuit;
 - (iv) the achievement of a more balanced and diversified economic base for the Inuvialuit in the Western Arctic Region and the distribution of economic opportunities to all Inuvialuit communities;
 - (v) effective control and management by the Inuvialuit of their own economic development to the extent possible;
 - (vi) the effective involvement of Inuvialuit in northern economic opportunities;
 - (vii) the attainment, by the Inuvialuit, of economic equality with the average Canadian, recognizing Inuvialuit preferences and aspirations; and
 - (viii) the development of entrepreneurial and managerial skills by the Inuvialuit through their effective participation in the various economic activities throughout the Western Arctic Region.

16(1)(b) In recognition of the desire of the Inuvialuit to achieve economic self-reliance, the Inuvialuit shall be responsible for the investment and

distribution of the financial compensation in a manner which is at their discretion. It is understood that Canada cannot be held responsible for the management of the financial compensation. As a consequence, Canada shall not be committed through a Land Rights Settlement to contribute to the achievement of the goals referred to in paragraph 16(1)(a) beyond the commitments specifically detailed in the Final Agreement.

- 16(1)(c) Any financial outlays by government for economic measures shall be covered by federal and territorial government programs, a reorientation of such programs, or by government expenditures, grants, loans or investments which are available irrespective of the Settlement and shall not involve program costs which exceed project budgeted levels.
- 16(2) The process to determine the economic measures required shall be:
- 16(2)(a) The Inuvialuit shall identify and coordinate individual community and regional goals relating to economic development, shall advise on the needs of the communities, and shall undertake feasibility studies to evaluate specific economic development opportunities;
- 16(2)(b) An Economic Working Group, comprising representatives of COPE and government shall be

formed. The Working Group shall evaluate, review and recommend to the negotiators for COPE and for Canada specific projects and the relevant economic measures to be included in the Final Agreement; and

- 16(2)(c) The Final Agreement shall provide for a Review Committee, comprising representatives of the Inuvialuit and government. This Committee shall monitor the implementation of the economic measures set out in the Final Agreement, analyse the economic performance of the Inuvialuit, and advise government as necessary.
- 16(3) The Government agrees to involve effectively the Inuvialuit in economic planning in the Western Arctic Region.
- 16(4) Economic measures shall be of two types, general and specific. The general measures shall be as follows:
- 16(4)(a) Canada agrees to take reasonable measures to buy resources and products derived from Inuvialuit lands and communities for their fair market value from time to time, to meet its own requirements.
- 16(4)(b) Canada agrees that where public works or any Government activities are being carried out on lands expropriated from the Inuvialuit, priority for the Inuvialuit with respect to the delivery of services and supplies to such works

or activities shall be considered, provided such services and supplies are provided at fair market value and are of acceptable quality.

16(4)(c) Canada agrees to take the measures it considers reasonable to establish Inuvialuit priority with respect to employment and contracts for projects within the Western Arctic Region, that are undertaken by any proponent.

16(5) The specific economic measures shall have application to the projects described in the Final Agreement and shall include some of the following: loans, guarantees on loans, joint ventures, training programs, complementary government investments, government sponsored research and development programs, mapping programs, assistance in marketing of Arctic products, and such other measures as are agreed upon, all of which would not involve program costs which exceed projected budgeted levels. The terms and conditions of such economic measures shall be negotiated during the period from the date of this Agreement to that of the Final Agreement.

16(5)(a) In relation to specific projects negotiated and included in the Final Agreement, government shall provide the Inuvialuit with all the licenses, contracts or other rights necessary to carry out

such projects, as described in the Final Agreement subject to government requiring compliance with the regulatory process. It is understood however that such provisions shall be made on the basis of fair market practices and demonstrated public need, recognizing government's commitment to facilitate such specific projects and to further the economic position of the Inuvialuit in the Western Arctic Region.

16(5)(b) No economic measures pursuant to subsection 16(5) and paragraph 16(5)(a) shall be instituted after the year 2000, but those in force as of that date shall continue to apply according to their terms.

16(6) In order to enhance Inuvialuit participation in resource development, without prejudice to existing rights owned by third parties, the Minister shall grant to the Inuvialuit Development Corporation from time to time mineral, coal and quarrying rights with respect to resources owned by the Crown in the Western Arctic Region, under the relevant regulations, on terms as described in this subsection and in the Final Agreement.

16(6)(a) The Inuvialuit Development Corporation may hold, if it requests, at any one time, up to 10 prospecting permits, and 25 mining claims, under the Canada Mining Regulations, under the following conditions: the requirements for

exploratory and representation work shall be modified, as detailed in the Final Agreement, in such a way that prospecting and exploration can be carried out in a manner consistent with Inuvialuit values as expressed by their priorities from time to time and in such a way that the Inuvialuit can satisfy the requirements without necessarily incurring significant financial outlays or obligations, provided a serious exploration program is carried out in terms of labour and other inputs, and the results of such exploration are properly reported in accordance with the Canada Mining Regulations.

16(6)(b) All royalties and payments in lieu of royalties with respect to mining shall be paid as required from time to time to Canada by the Inuvialuit Development Corporation. All royalties for 15 years of production, starting with the initial year in which royalties are paid, on the first ten productive mineral leases taken out by the Inuvialuit Development Corporation in the Western Arctic Region under the Canada Mining Regulations, on properties which the Inuvialuit have developed, shall be transferred into an Inuvialuit Mineral Fund.

(i) The Inuvialuit Mineral Fund shall take the form of an account, to be maintained by Canada in which shall be deposited the

royalties received by Canada from the Inuvialuit Development Corporation as described in paragraphs 16(6)(b) and 16(6)(c).

(ii) The Inuvialuit Development Corporation shall receive, upon application, grants from the Inuvialuit Mineral Fund for investment in mineral exploration, mining and mineral processing, quarrying and coal operations in the territories, in a manner to be described in the Final Agreement.

16(6)(c) All royalties from production through the utilization of not more than 20 permits at any one time by the Inuvialuit Development Corporation in the Western Arctic Region, paid to Canada under the Territorial Quarrying Regulations for the period commencing from the date of the Final Agreement to the year 2000 will be paid into the Inuvialuit Mineral Fund.

16(6)(d) Canada shall issue to the Inuvialuit from time to time local use coal permits free of royalty and other charges to explore, develop and mine coal, in the Western Arctic Region for community use, and regional industrial use by the Inuvialuit Development Corporation, under the Territorial Coal Regulations.

16(7)

Nothing in the Final Agreement shall reduce or alter the rights of Inuvialuit as Canadians for exploration or exploitation of resources owned by the Crown.

SECTION 17

17. Inuvialuit Social Development Program

17(1) The health, education, housing and physical standard of living for Inuvialuit need to be improved. An innovative, dynamic Inuvialuit Social Development Program is necessary to assist in this regard. A common goal of Canada and COPE is to afford the Inuvialuit true and meaningful equality of opportunity as Canadians, while preserving the Inuvialuit culture and life-style within a changing larger society. Canada agrees to provide special funding as described in subsection 17(4) to contribute towards the accomplishment by the Inuvialuit of this social goal, through the Land Rights Settlement.

17(2) The Inuvialuit Social Development Program shall pertain to social concerns such as housing, health, welfare, mental health and education, and shall utilize the Inuvialuit perspective, language, concepts and customs as to problem solving. The program shall include the following functions:

17(2)(a) pilot projects, e.g., the construction of experimental housing employing innovative materials, design and techniques, and innovative designs for humane traps;

17(2)(b) to coordinate and to implement baseline research, e.g., a study to achieve greater renewable resource utilization;

17(2)(c) to review, evaluate, and advise appropriate government agencies, regarding programs, and the implementation of programs, on such matters as alcohol education and rehabilitation, dental care and nutritional improvements.

17(2)(d) to initiate and develop special training and education programs, e.g., English language for adults and Inuvialuktun for children.

17(3) Canada and COPE agree that the following principles shall be adhered to in the operation of the Inuvialuit Social Development Program:

17(3)(a) the traditional practices and perspectives of the Inuvialuit shall be utilized as the basis for the solution of Inuvialuit problems; and

17(3)(b) each Inuvialuit community shall be directly involved in the decision-making process to the extent that it is affected by that process.

17(4) Canada shall provide the Inuvialuit Social Development Program with up to \$500,000 per year starting from the time of the Final Agreement, to a total of \$7.5 million. The provision of funds to the Inuvialuit shall take the form of grants to fund specific projects.

- 17(5) Provisions concerning requirements for submission of project proposals by the Inuvialuit, as well as the guidelines and criteria for acceptance of such projects, shall be included in the Final Agreement.
- 17(6) By the date of the Final Agreement, COPE shall designate a person and/or an organization to be responsible for the coordination of projects and for the overall management of the Program.
- 17(7) The Minister shall appoint an administrator, acceptable to the Inuvialuit, who shall be empowered to advise on the funding of projects submitted by the Inuvialuit on the basis of the criteria in the Final Agreement and to approve the disbursements necessary to fund such projects.

SECTION 18

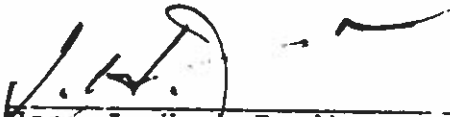
18. The Political Institutions of Government
- 18(1) This Agreement generally does not deal with the restructuring of government institutions in the Northwest Territories, either with respect to government decision-making or the delivery of governmental services. Part Four of Inuvialuit Nunangat, made proposals with respect to these issues. Canada recognizes that the Inuvialuit continue to hold strongly to their views. Canada has taken the position that such matters must be considered in the context of the framework of its background paper of August 3, 1977, entitled Political Development in the Northwest Territories, and through the Special Representative for Constitutional Development in the Northwest Territories, at least in the first instance.
- 18(2) The Inuvialuit do not challenge the basic premises set forth in the said background paper as to the nature of government in the Northwest Territories and the Inuvialuit do not seek special rights or a special status for the Inuvialuit through the public institutions of government.
- 18(3) Canada recognizes the need, as set forth in Part Four of Inuvialuit Nunangat, for greater decentralization both in respect of decision-making

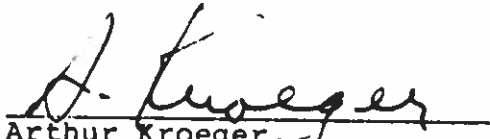
and the delivery of services, and shares the view of the Inuvialuit that the people of the region and the communities within the region should have greater control over certain matters, such as education, game management, health services, economic development, and police services, vital to the people within the Western Arctic Region, so that the Inuvialuit can achieve greater self-determination. As well, Canada recognizes that the people within the region should have greater control of the institutions which serve them, and that truly effective participation by the Inuvialuit in government is a significant means for the Inuvialuit to self-develop and integrate into the mainstream of society.

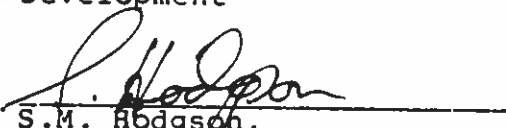
- 18(4) Canada agrees that the Land Rights Settlement is without prejudice to the Inuvialuit with respect to the matters raised in Part Four of Inuvialuit Nunangat, that is, put generally, the restructuring of the public institutions of government within the Western Arctic Region, and Canada agrees to consider these matters with the Inuvialuit in the future, and agrees that the Inuvialuit shall not be treated less favourably than any other native groups or native peoples as residents of communities and regions with respect to the governmental powers and authority conferred upon them.

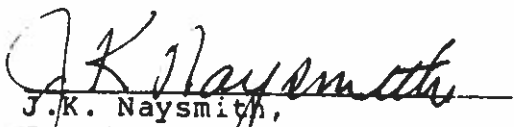
Dated at Sachs Harbour,
October 31, 1978.

For Canada



Hon. J. Hugh Faulkner,
Minister of Indian Affairs
and Northern Development


Arthur Kroeger,
Deputy Minister of Indian
Affairs and Northern
Development


S.M. Hodgson,
Commissioner of the
Northwest Territories



J.K. Naysmith,
Special Claims
Representative,
(Yukon and Western Arctic),
Office of Native Claims


For the Committee for Original
Peoples' Entitlement


Sam Raddi, Negotiator,
President of COPE



Nellie Cournoyea, Negotiator

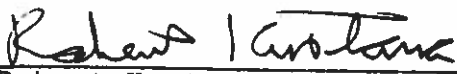

Randal Pokiak, Negotiator

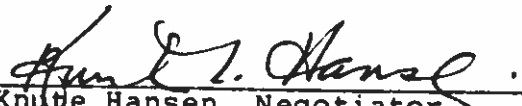

Peter Green, Negotiator,
Board of Directors, Paulatuk


Andy Carpenter, Negotiator,
Sachs Harbour


Mark Noksana, Negotiator,
Board of Directors, Tuktoyaktuk


David Ruben, Negotiator,
Paulatuk


Robert Kuptana, Negotiator,
Holman Island


Knute Hansen, Negotiator,
Board of Directors, Aklavik

In Witness hereof

Robert DeLury

Robert DeLury

Peter A. Cumming

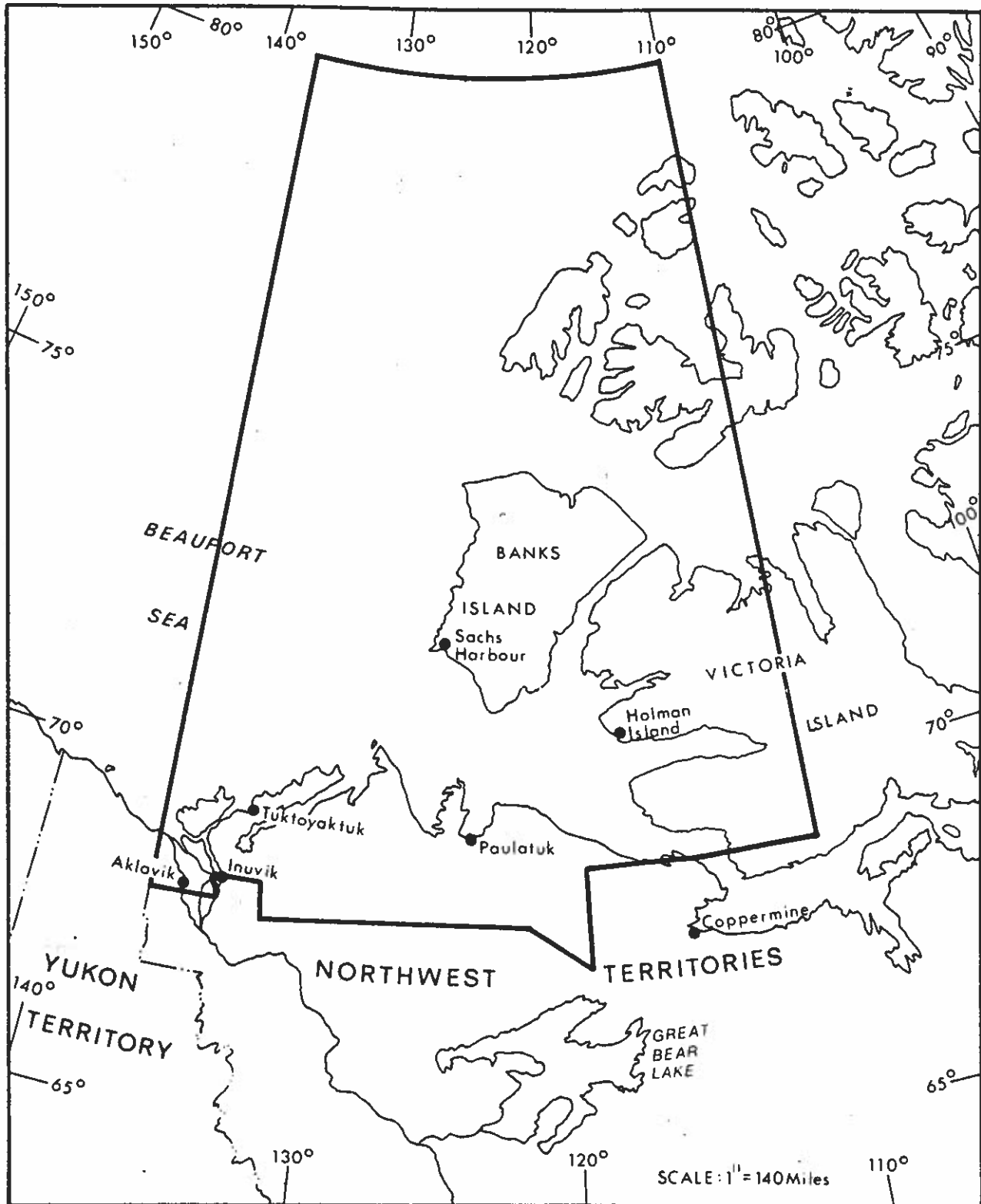
Peter A. Cumming

Carole Kennedy

A.C. Kennedy

ANNEX A

WESTERN ARCTIC REGION



ANNEX A-1

Description of the Western Arctic Region

In the Northwest Territories;
in the District of Mackenzie;

Commencing at the point of the intersection of
the Yukon/Northwest Territories boundary with latitude
68°13'N;

thence easterly along said parallel to the west
shoreline of the East Channel of the Mackenzie River at
approximate longitude 133°46'06"W;

thence northerly along the west shoreline to its
intersection with latitude 68°25'N;

thence easterly along said parallel to its
intersection with longitude 132°00'W;

thence southerly along said longitude to its
intersection with latitude 68°00'N;

thence easterly along said parallel to its
intersection with longitude 121°10'W;

thence south-easterly to the point 67°00'N
latitude and 119°00'W longitude;

thence north along said longitude to its
intersection with latitude 69°00'N;

thence easterly along said parallel to its intersection with longitude 110°00'W;

thence northerly along said longitude to its intersection with latitude 80°00'N;

thence westerly along said parallel to its intersection with the Yukon/Northwest Territories boundary;

thence southerly along said boundary to the point of commencement.

ANNEX A-2

Western Arctic Regional Boundaries

The Inuvialuit claim is based to a great extent upon the concept of a distinct region of use and occupancy. The essence of the region is the homogeneity of the Inuvialuit population in terms of history, kinship, language and community interaction, though there are many other factors that strengthen the regional character.




The region is defined to the west by the political Yukon/Northwest Territories boundary. Although this omits the Yukon North Slope, coast and offshore, that area is part of the traditional region that the Inuvialuit continue to use. The southern boundary approximately follows the "tree-line" and accords generally with the southern limit of Inuvialuit land use and the northern limit of Indian land use. The southeastern portion separates the land use area of the Paulatuk and Holman Inuvialuit from that of the Inuit of Coppermine and Cambridge Bay. This cultural and economic boundary is carried north along a meridian to preserve the symmetry and integrity of the region.

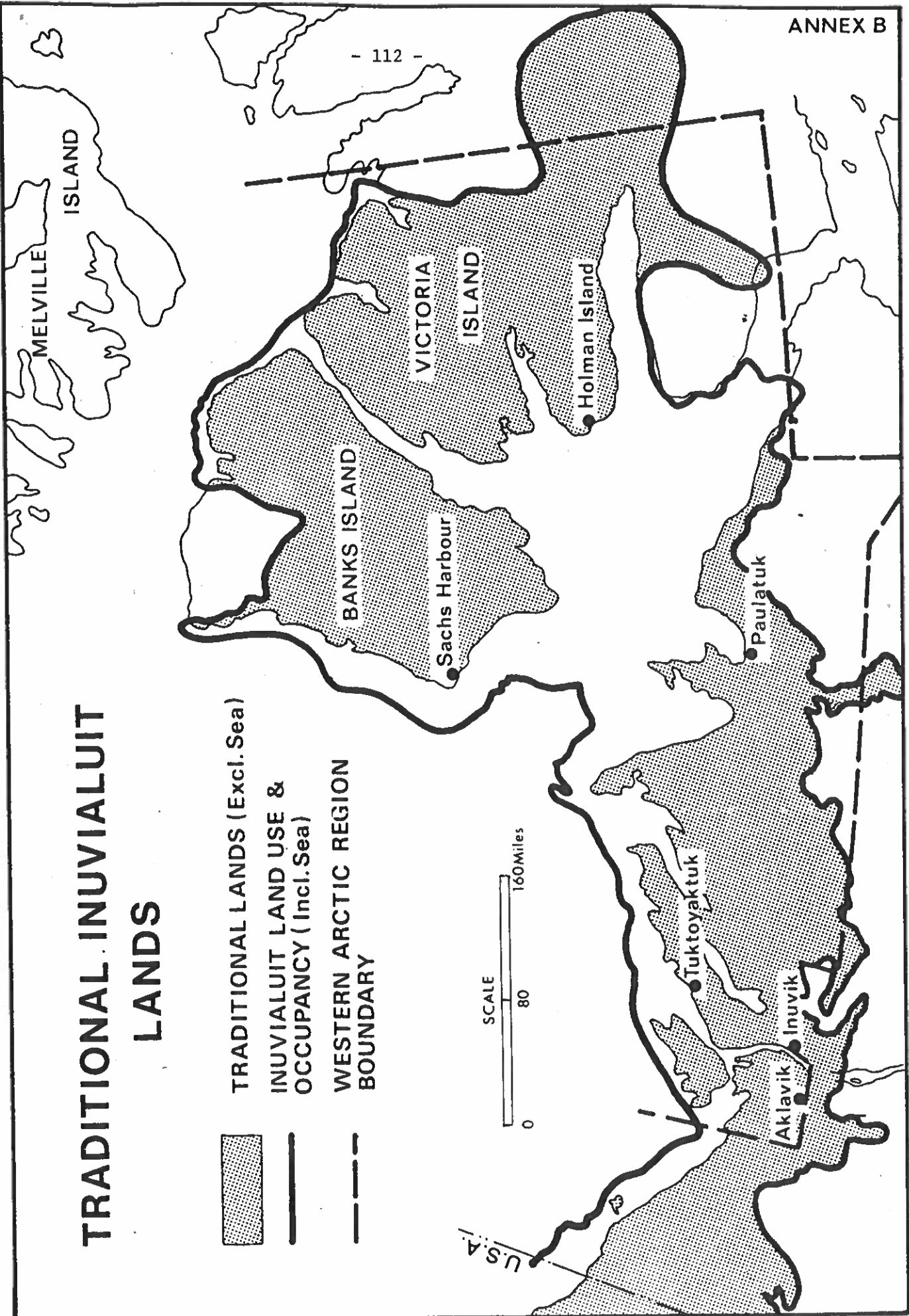
There is a high degree of homogeneity within the region with respect to climate, wildlife, land forms and eco-systems. The Beaufort Sea and Amundsen Gulf provide a focus for hunting and for water transportation.

The strong regional character is further reflected in the existence of federal and territorial regional offices based in Inuvik, and in the related regional network of supply services and communication.

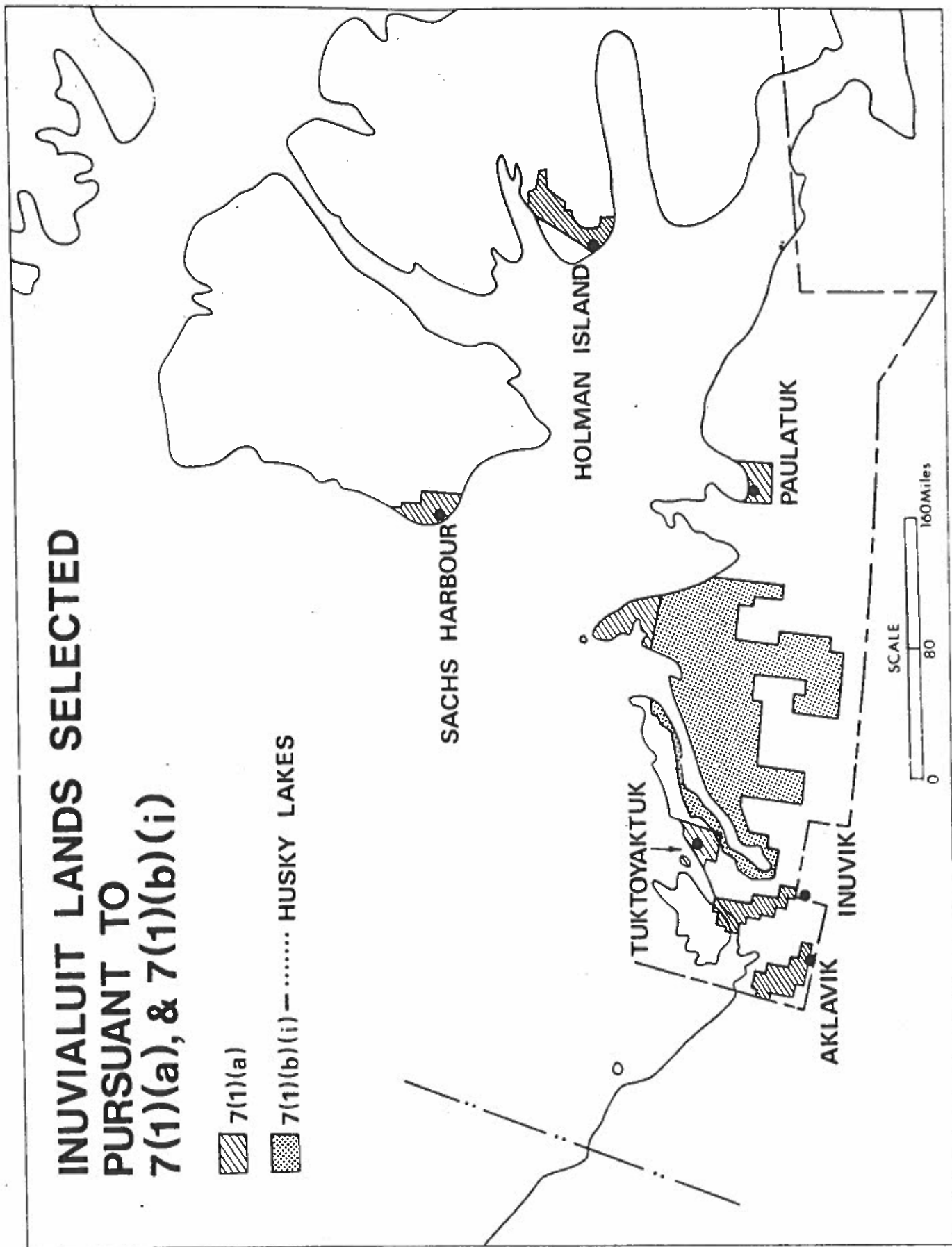
ANNEX B

TRADITIONAL INUVIALUIT LANDS

 TRADITIONAL LANDS (Excl. Sea)
 INUVIALUIT LAND USE & OCCUPANCY (Incl. Sea)
 WESTERN ARCTIC REGION BOUNDARY



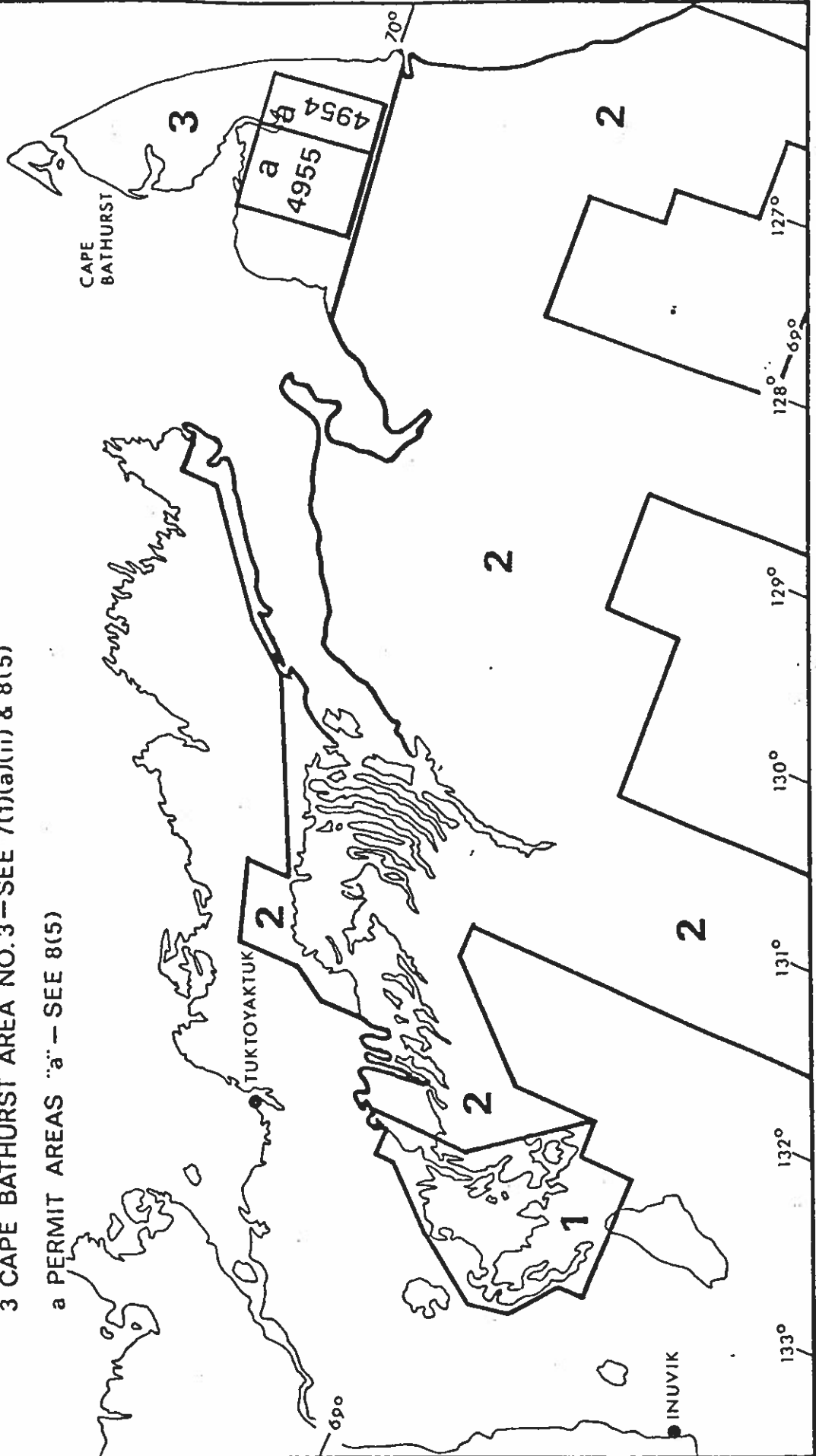
ANNEX C



ANNEX D

CAPE BATHURST-HUSKY LAKES

- 1 HUSKY LAKES AREA NO. 1 - SEE 8(3)
- 2 HUSKY LAKES AREA NO. 2 - SEE 8(1)
- 3 CAPE BATHURST AREA NO. 3 - SEE 7(1)(a)(ii) & 8(5)
- a PERMIT AREAS "a" - SEE 8(5)



ANNEX D-1

Cape Bathurst 7(1)(a)(ii) Land

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;
in the vicinity of Malloch Hill on Cape Bathurst;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa and edition 2 of the Cape Dalhousie map sheet number 107E of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

The parallel of latitude being determined in such a manner that it coincides with grid areas as determined under the Canada Oil and Gas Land Regulations;

Commencing at a point being the intersection of the parallel of latitude 69°59'N with the shoreline of Cape Bathurst on Liverpool Bay, at approximate longitude 128°20'32"W;

thence easterly along said parallel of latitude 69°59'N to a point being its intersection with the shoreline of Cape Bathurst on Franklin Bay, at approximate longitude 126°53'06"W;

thence in a generally northwesterly, southerly and easterly direction along the shoreline of Cape

Bathurst to a point on the east shore of the river entering the head of Harrowby Bay at a point having approximate latitude $70^{\circ}12'39''\text{N}$ and approximate longitude $127^{\circ}29'45''\text{W}$;

thence across the aforementioned river to a point on the west shore of the river having approximate latitude $70^{\circ}12'39''\text{N}$ and approximate longitude $127^{\circ}30'00''\text{W}$;

thence in a generally southwesterly direction along the shoreline of Cape Bathurst to a point at the mouth of the river entering Harrowby Bay near Ikpisugyuk Point and having approximate latitude $70^{\circ}10'00''\text{N}$ and approximate longitude $128^{\circ}05'00''\text{W}$;

thence across the mouth of said river to a point on the shoreline of Cape Bathurst on Harrowby Bay having approximate latitude $70^{\circ}10'00''\text{N}$ and approximate longitude $128^{\circ}05'10''\text{W}$;

thence in a generally southwesterly, southerly, southeasterly and southwesterly direction along the shoreline of Cape Bathurst to the point of commencement;

INCLUDING

The three islands lying northwesterly of Cape Bathurst and known as the Baillie Islands; all islands within Harrowby Bay and the lands within Canada Oil and Gas Land Permit Nos. 4954 and 4955;

said parcel containing about 800 square miles.

ANNEX D-2

Husky Lakes 7(1)(b)(i) Land

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;
in the vicinity of Inuvik, Tuktoyaktuk and Malloch Hill;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Simpson Lake map sheet number 97B of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence, at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Crossley Lakes map sheet number 107A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Aklavik map sheet number 107B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa; edition 1 of the MacKenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Stanton map sheet number 107D of the

National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; and edition 2 of the Cape Dalhousie map sheet number 107E of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

All parallels of latitude being determined in such manner that they coincide with grid areas as determined under the Canada Oil and Gas Land Regulations;

Commencing at a point being the intersection of the parallel of latitude $69^{\circ}10'N$ with the western shore line of the Eskimo (Husky) Lakes at approximate longitude $132^{\circ}50'20''W$;

thence westerly along said parallel of latitude $69^{\circ}10'N$ to its intersection with longitude $133^{\circ}00'W$;

thence southerly along said longitude $133^{\circ}00'W$ to its intersection with the parallel of latitude $69^{\circ}07'N$;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude $69^{\circ}00'N$ and longitude $133^{\circ}21'W$;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude $68^{\circ}50'N$ and longitude $133^{\circ}35'W$;

thence in a southeasterly direction to a point being the intersection of the parallel of latitude $68^{\circ}45'N$ and longitude $133^{\circ}27'30''W$;

thence in a southeasterly direction to a point being the intersection of the parallel of latitude $68^{\circ}43'N$ and longitude $133^{\circ}15'W$;

thence southerly along said longitude $133^{\circ}15'W$ to its intersection with the parallel of latitude $68^{\circ}40'N$;

thence easterly along said parallel of latitude $68^{\circ}40'N$ to its intersection with longitude $132^{\circ}30'W$;

thence northerly along said longitude $132^{\circ}30'W$ to its intersection with the parallel of latitude $68^{\circ}45'N$;

thence easterly along said parallel of latitude $68^{\circ}45'N$ to its intersection with longitude $132^{\circ}15'W$;

thence northerly along said longitude $132^{\circ}15'W$ to its intersection with the parallel of latitude $69^{\circ}00'N$;

thence in a northeasterly direction to a point being the intersection of the parallel of latitude $69^{\circ}15'N$ and longitude $131^{\circ}45'W$;

thence easterly along said parallel of latitude $69^{\circ}15'N$ to its intersection with longitude $131^{\circ}30'W$;

thence southerly along said longitude $131^{\circ}30'W$ to its intersection with the parallel of latitude $68^{\circ}28'N$;

thence easterly along said parallel of latitude $68^{\circ}28'N$ to its intersection with longitude $130^{\circ}30'W$;

thence northerly along said longitude $130^{\circ}30'W$ to its intersection with the parallel of latitude $69^{\circ}00'N$;

thence easterly along said parallel of latitude $69^{\circ}00'N$ to its intersection with longitude $129^{\circ}30'W$;

thence northerly along said longitude $129^{\circ}30'W$ to its intersection with the parallel of latitude $69^{\circ}12'N$;

thence easterly along said parallel of latitude $69^{\circ}12'N$ to its intersection with longitude $128^{\circ}42'30''W$;

thence southerly along said longitude $128^{\circ}42'30''W$ to its intersection with the parallel of latitude $68^{\circ}36'N$;

thence westerly along said parallel of latitude $68^{\circ}36'N$ to its intersection with longitude $129^{\circ}20'W$;

thence northerly along said longitude $129^{\circ}20'W$ to its intersection with the parallel of latitude $68^{\circ}48'N$;

thence westerly along said parallel of latitude $68^{\circ}48'N$ to its intersection with longitude $129^{\circ}45'W$;

thence southerly along said longitude $129^{\circ}45'W$ to its intersection with the parallel of latitude $68^{\circ}15'N$;

thence easterly along said parallel of latitude $68^{\circ}15'N$ to its intersection with longitude $127^{\circ}45'W$;

thence northerly along said longitude $127^{\circ}45'W$ to its intersection with the parallel of latitude $68^{\circ}30'N$;

thence easterly along said parallel of latitude 68°30'N to its intersection with longitude 127°30'W;

thence northerly along said longitude 127°30'W to its intersection with the parallel of latitude 69°00'N;

thence westerly along said parallel of latitude 69°00'N to its intersection with longitude 128°00'W;

thence northerly along said longitude 128°00'W to its intersection with the parallel of latitude 69°30'N;

thence easterly along said parallel of latitude 69°30'N to its intersection with longitude 127°15'W;

thence southerly along said longitude 127°15'W to its intersection with the parallel of latitude 69°21'N;

thence easterly along said parallel of latitude 69°21'N to its intersection with longitude 127°00'W;

thence southerly along said longitude 127°00'W to its intersection with the parallel of latitude 69°10'N;

thence easterly along said parallel of latitude 69°10'N to its intersection with longitude 126°35'W;

thence southerly along said longitude 126°35'W to its intersection with the parallel of latitude 69°05'N;

thence easterly along said parallel of latitude 69°05'N to its intersection with longitude 126°20'W;

thence southerly along said longitude 126°20'W to its intersection with the parallel of latitude 69°00'N;

thence easterly along said parallel of latitude 69°00'N to its intersection with longitude 126°00'W;

thence northerly to a point being the intersection of said longitude 126°00'W with the southern shoreline of Franklin Bay at approximate parallel of latitude 69°25'20"N;

thence in a general northwesterly direction along the said shoreline of Franklin Bay, to a point being the intersection of the parallel of latitude 69°59'N with the western shoreline of Franklin Bay at approximate longitude 126°53'06"W;

thence westerly to a point being the intersection of said parallel of latitude 69°59'N with the eastern shoreline of Liverpool Bay at approximate longitude 128°20'32"W;

thence westerly across Liverpool Bay to a point being the intersection of said parallel of latitude 69°59'N with the western shoreline of Liverpool Bay on the Tuktoyaktuk Peninsula at approximate longitude 129°34'W;

thence in a general northerly, southwesterly, easterly southerly and westerly direction along the said shoreline of Liverpool Bay to a point being the intersection of the parallel of latitude 70°05'20"N with the said shoreline of Liverpool Bay at approximate longitude 129°27'30"W;

thence westerly along said parallel of latitude 70°05'20"N to its intersection with longitude 129°42'W;

thence southerly along said longitude 129°42'W to its intersection with the parallel of latitude 70°00'N;

thence in a southwesterly direction to a point, being the intersection of the parallel of latitude 69°50'N and longitude 130°25'W;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude 69°45'N and longitude 130°35'40"W;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude 69°34'N and longitude 131°42'30"W;

thence northerly along said longitude 131°42'30"W to its intersection with the parallel of latitude 69°41'N;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude 69°37'N and longitude 132°11'W;

thence southerly along said longitude 132°11'W to its intersection with the parallel of latitude 69°29'N;

thence in a southwesterly direction to a point being the intersection of the parallel of latitude 69°26'N and longitude 132°17'30"W;

thence southerly to a point being the intersection of said longitude 132°17'30"W with the northern shoreline of the Eskimo (Husky) Lakes at approximate parallel of latitude 69°18'40"N;

thence in a general southwesterly direction along the said shoreline of the Eskimo (Husky) Lakes to the point of commencement;

INCLUDING

all of the islands lying within the area so described and all of the islands in Franklin Bay at the estuary of the Horton River;

LESS

Firstly, the waters and the bed of navigable rivers, navigable lakes that can be entered from such rivers as determined, including, for greater certainty the Eskimo Lakes and the beds of certain other water bodies to be determined under the Final Agreement.

Secondly, those islands within the Husky Lakes but forming part of the Tuktoyaktuk 7(1)(a)(i) lands at approximate longitude 132°43'W.

Said parcel containing about 10,100 square miles, said area being subject to the area of certain other water bodies to be determined under the Final Agreement.

Husky Lakes Area No. 1 and Area No. 2 for the
Purposes of Management

Husky Lakes Area No. 1 comprises that portion of the area within the boundaries described for Inuvialuit 7(1)(b)(i) land to the west of the boundary within said lands described as follows:

Commencing at a point being the intersection of longitude 132°45'W with a point on the northern shore of Eskimo (Husky) Lakes at approximate parallel of latitude 69°13'45"N;

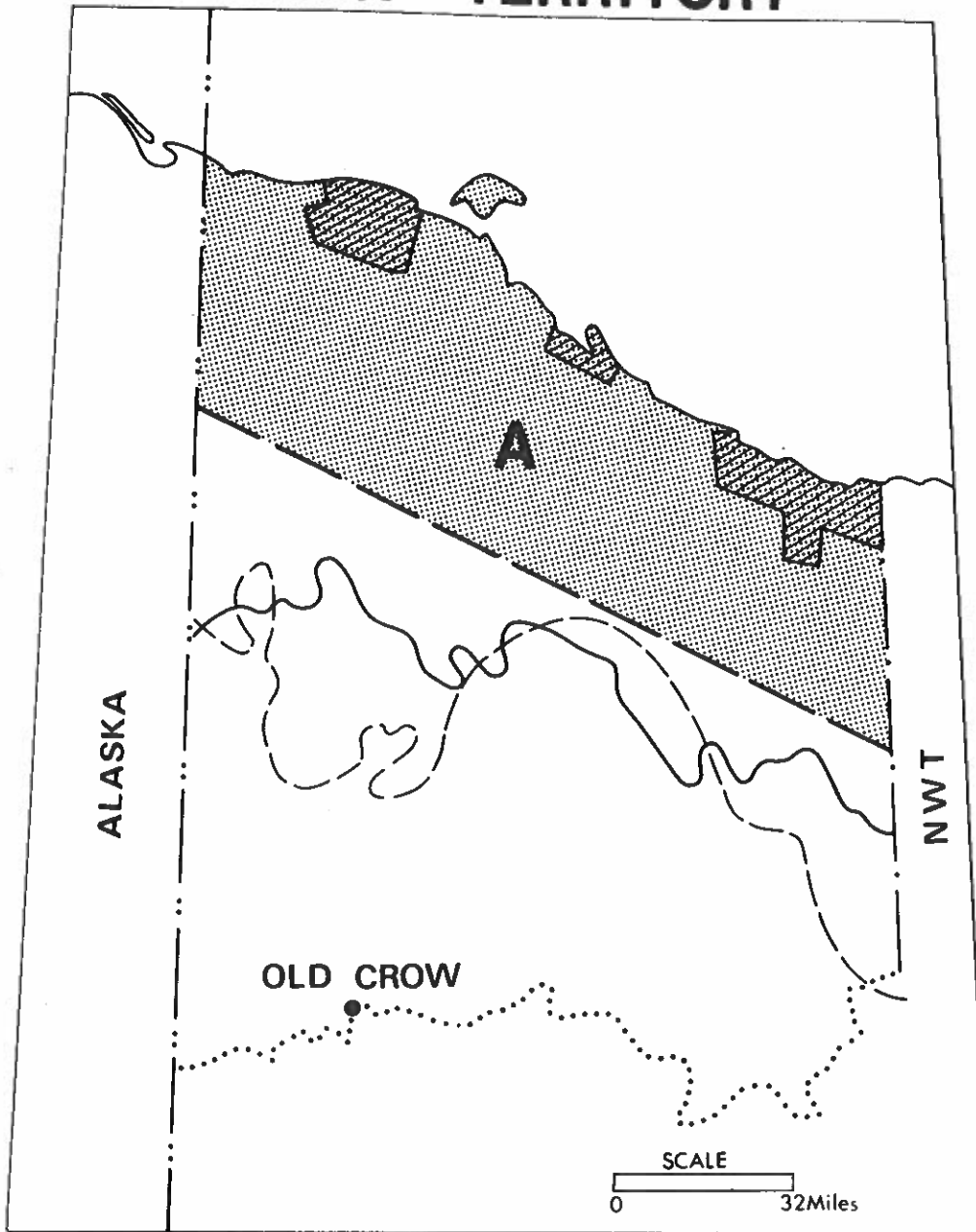
thence south along longitude 132°45'W to its intersection with the parallel of latitude 69°00'N;






thence in a southeasterly direction to a point being the intersection of the parallel of latitude 68°45'N and longitude 132°15'W;

Husky Lakes Area No. 2 comprises that portion of the area within the boundaries described for Inuvialuit 7(1)(b)(i) land to the east of said boundary.

ANNEX E

NATIONAL WILDERNESS PUBLIC DEDICATION YUKON TERRITORY



-  SOUTHERN LIMIT OF INUVIALUIT TRADITIONAL LANDS - PARAGRAPHS 12(1), 12(2) & 12(3)
-  MINIMUM 5000 SQUARE MILES PARK AREA PARAGRAPH 12(1)
-  POSSIBLE INUVIALUIT LANDS - SUBSECTION 12(8)
-  WATERSHED BOUNDARY AS REFERRED TO IN PARAGRAPH (12) 3(b)
-  SOUTHERN BOUNDARY REFERRED TO IN 12(2)

Registration
SOR/78-568 6 July, 1978

YUKON PLACER MINING ACT
TERRITORIAL LANDS ACT

**Prohibition and Withdrawal of Certain Lands
from Disposal Order, 1978**

P.C. 1978-2195 5 July, 1978

His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, and being of opinion that the lands described in the schedule are required for a national park and other conservation purposes, is pleased hereby,

(a) pursuant to section 93 of the Yukon Placer Mining Act to prohibit entry on the lands described in the schedule for the purpose of locating a claim or prospecting for gold or for other precious minerals or stones; and

(b) pursuant to section 19 of the Territorial Lands Act, for the reason that the lands described in the schedule are required for a national park and other conservation purposes to order the withdrawal of the said lands, including all mines and minerals, whether solid, liquid or gaseous, easements, servitudes and all other interests in real property from disposal under the Territorial Lands Act, without prejudice to the holders of valid subsisting rights granted pursuant to the Territorial Lands Act or to Regulations made thereunder.

SCHEDULE

In the Yukon Territory,

adjoining the easterly, northerly, and westerly boundaries of said Territory,

Firstly

all that parcel of land more particularly described as follows:

Commencing at a point on the International Boundary between Alaska and the Yukon Territory at Monument number 51 at approximate latitude 67°25'00" and longitude 141°00'00";

thence in the northeasterly, easterly and southerly direction along the left bank of the Porcupine River for a distance of 130 miles, more or less, to a point at approximate latitude 67°17'00" and longitude 137°47'00", said point being at the confluence of the Bell River with the Porcupine River.

thence in a northeasterly direction to the left bank of the Bell River and then in a northeasterly, southerly and northeasterly direction along the said left bank for a distance of approximately 80 miles to a point on the left bank of an unnamed creek at approximate latitude 67°41'00" and longitude 136°37'00";

thence in an easterly, northerly and easterly direction along the left bank of said creek and the south shore of Summit Lake to a point on the boundary between the Yukon Territory and the Northwest Territories at approximate latitude 67°42'30" and longitude 136°27'00";

thence due north along said boundary to the shore of Mackenzie Bay of the Beaufort Sea at approximate latitude 68°52'30" and longitude 136°27'00";

thence in a northwesterly direction along the shore of the Beaufort Sea to a point on the International Boundary between Alaska and the Yukon Territory at approximate latitude 69°39'00" and longitude 141°00'00";

thence due south along the said International Boundary to the point of commencement.

Secondly

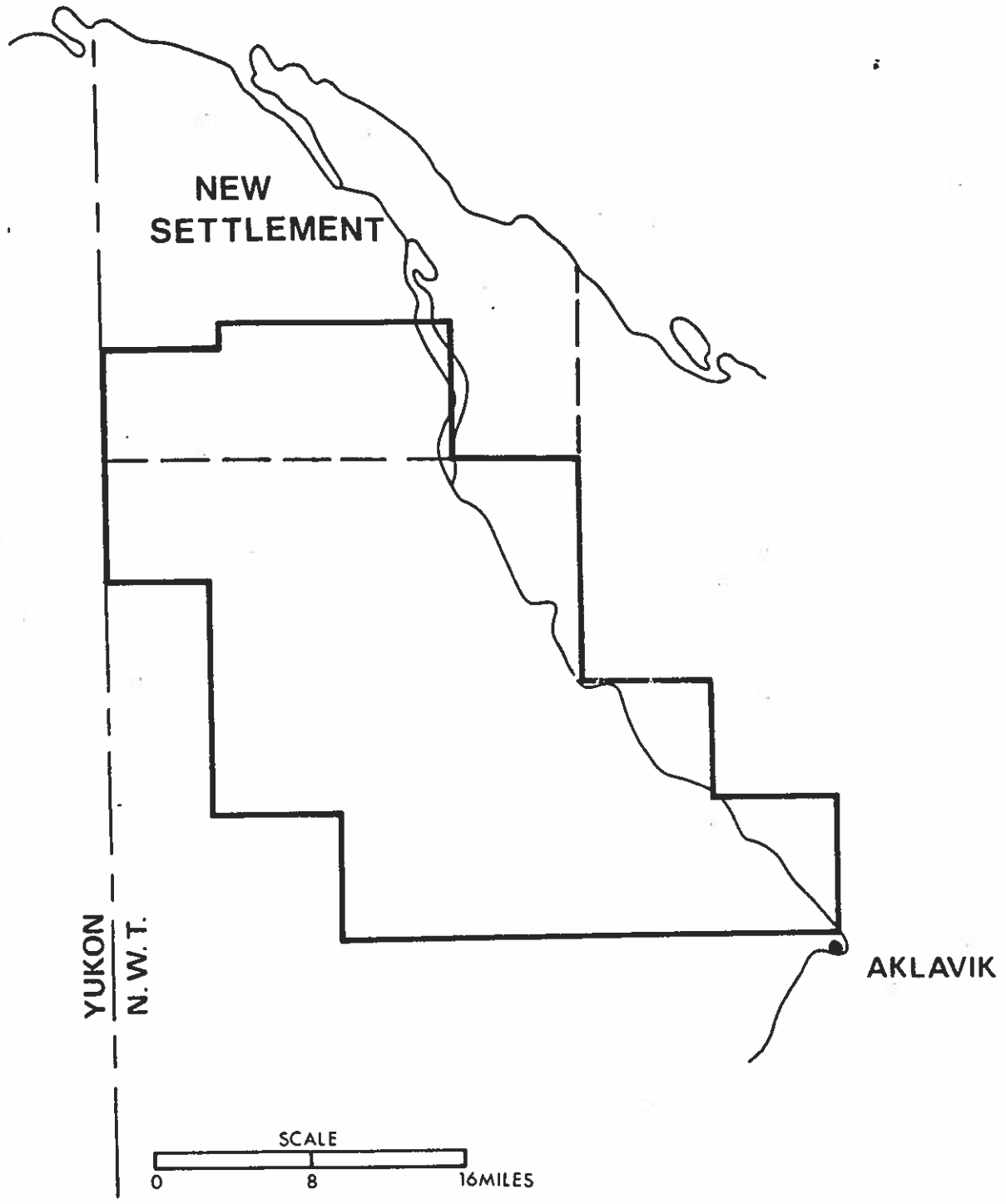
The islands within three statute miles of the shore of the Beaufort Sea west of the boundary between the Yukon Territory and the Northwest Territories, and Herschel Island.

SAVING, EXCEPTING AND RESERVING thereout and therefrom all lands and buildings shown as reserved for any department of the Government of Canada or for the Government of the Yukon Territory or for the Northern Canada Power Commission in the Territorial Lands Property Registers in the Land Management Division of the Northern Affairs Program of the Department of Indian Affairs and Northern Development at Ottawa.

SAVING, EXCEPTING AND RESERVING thereout and therefrom all lands within a radius of two miles from the southwest corner of Lot 1, Group 1302, in the settlement of Old Crow, as said Lot is shown on plan of record number 42622 in the Canada Lands Surveys Records at Ottawa.

ANNEX F

AKLAVIK 7(1)(a)(i) LAND SELECTION



Aklavik 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Mackenzie;
in the vicinity of Aklavik;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 2 of the Aklavik map sheet number 107B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa and edition 1 of the Blow River map sheet number 117A of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa.

All parallels of latitude and meridians of longitude being determined in such a manner that they coincide with grid areas as determined under the Canada Oil and Gas Land Regulations.

Commencing at the point of intersection of parallel of latitude 68°14'N with longitude 135°00'W;

thence northerly along said longitude 135°00'W to its intersection with the parallel of latitude 68°20'N;

thence westerly along said parallel of latitude 68°20'N to its intersection with longitude 135°15'W;

thence northerly along said longitude $135^{\circ}15'W$ to its intersection with the parallel of latitude $68^{\circ}25'N$;

thence westerly along said parallel of latitude $68^{\circ}25'N$ to its intersection with longitude $135^{\circ}30'W$;

thence northerly along said longitude $135^{\circ}30'W$ to its intersection with the parallel of latitude $68^{\circ}35'N$;

thence westerly along said parallel of latitude $68^{\circ}35'N$ to its intersection with longitude $135^{\circ}45'W$;

thence northerly along said longitude $135^{\circ}45'W$ to its intersection with the parallel of latitude $68^{\circ}41'N$;

thence westerly along said parallel of latitude $68^{\circ}41'N$ to its intersection with longitude $136^{\circ}12'30''W$;

thence southerly along said longitude $136^{\circ}12'30''W$ to its intersection with the parallel of latitude $68^{\circ}40'N$;

thence westerly along said parallel of latitude $68^{\circ}40'N$ to its intersection with the Northwest Territories/
Yukon Territory boundary;

thence southerly along the Northwest Territories/
Yukon Territory boundary to its intersection with the parallel of latitude $68^{\circ}30'N$;

thence easterly along said parallel of latitude $68^{\circ}30'N$ to its intersection with longitude $136^{\circ}15'W$;

thence southerly along said longitude $136^{\circ}15'W$ to its intersection with parallel of latitude $68^{\circ}20'N$;

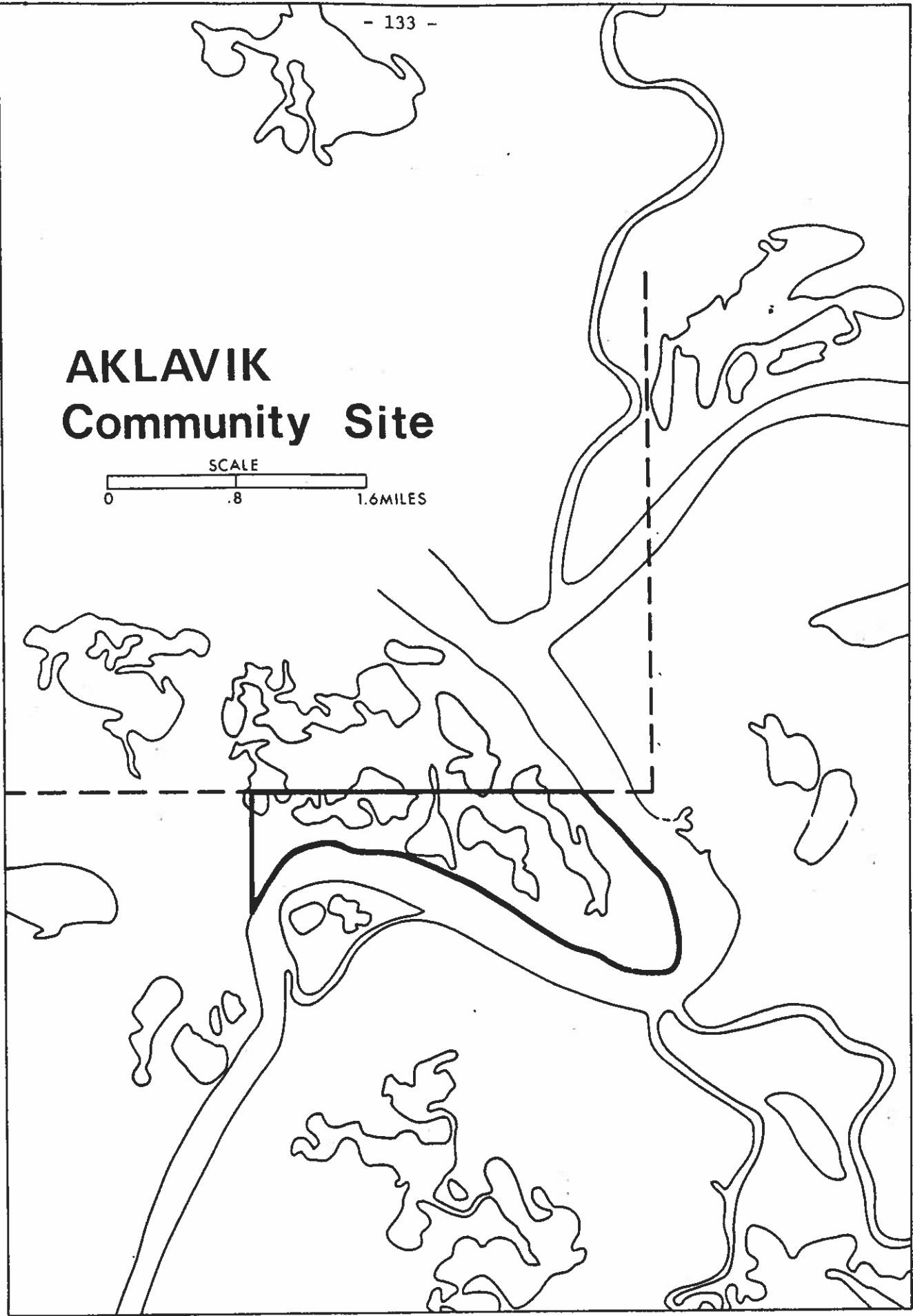
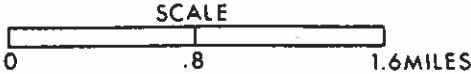
thence easterly along said parallel of latitude $68^{\circ}20'N$ to its intersection with longitude $136^{\circ}00'W$;

thence southerly along said longitude $136^{\circ}00'W$ to its intersection with parallel of latitude $68^{\circ}14'N$;

thence easterly along said parallel of latitude $68^{\circ}14'N$ to the point of commencement;

said parcel containing 700 square miles more or less.

AKLAVIK Community Site



Aklavik Community Site

In the Northwest Territories;
in the District of Mackenzie;
being the Community Site at Aklavik;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Aklavik Range map sheet number 107B/4 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa and edition 1 of the Aklavik Channel map sheet number 107B/3W of the National Topographic System produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa.

Commencing at the point where the parallel of latitude $68^{\circ}14'N$ intersects the west bank of the Peel Channel of the Mackenzie River;

thence westerly to the intersection of latitude $68^{\circ}14'N$ with longitude $135^{\circ}05'30"W$;

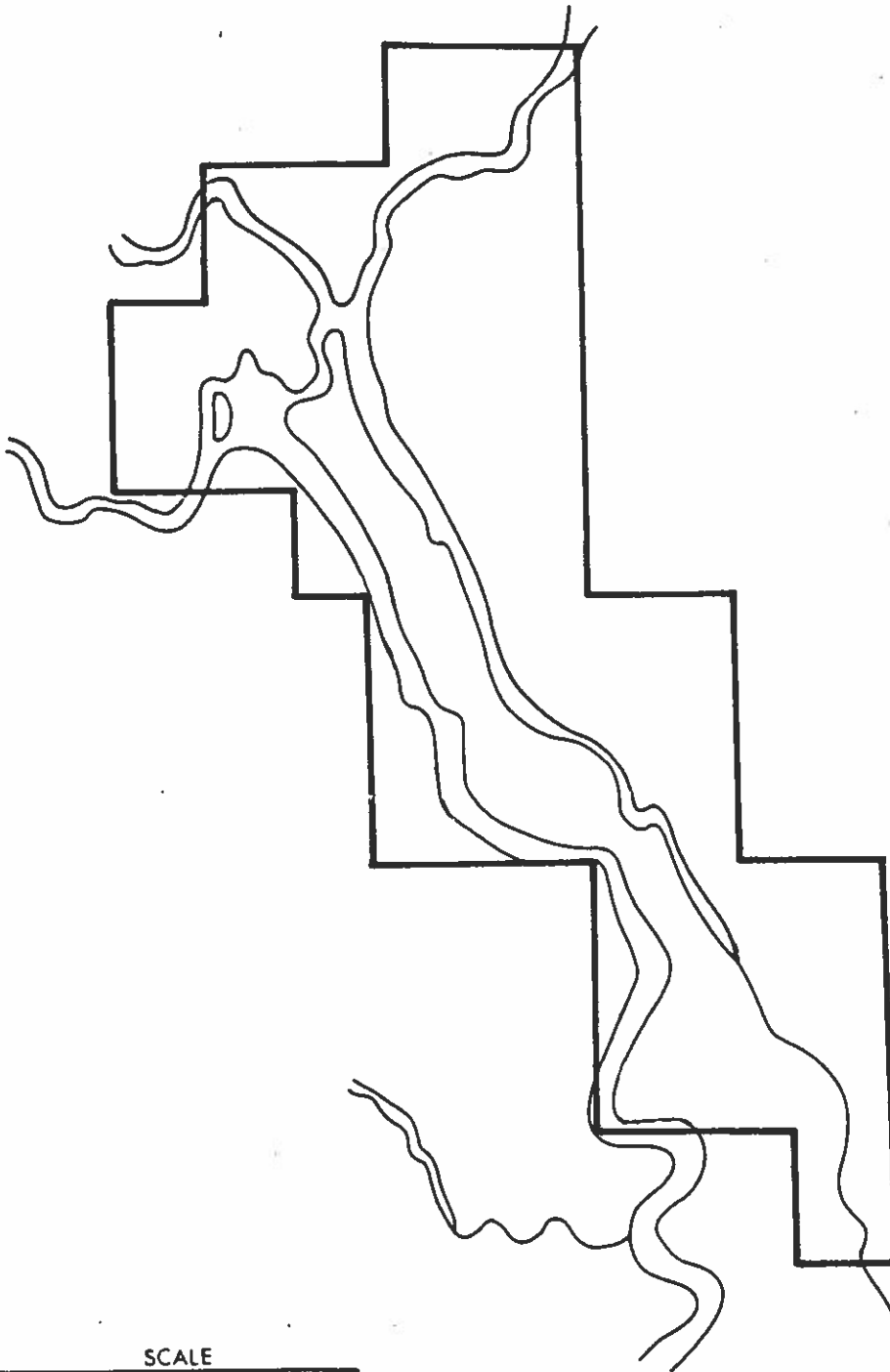
thence southerly along said longitude $135^{\circ}05'30"W$ to its intersection with the west bank of the Peel Channel of the Mackenzie River;

thence in a general easterly direction along the bank of the Peel Channel of the Mackenzie River to the point of commencement;

said parcel containing 1 1/2 square miles more or less.

ANNEX G

INUVIK 7(1)(a)(i) LAND SELECTION



● INUVIK

ANNEX G-1

Inuvik 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Mackenzie;
in the vicinity of Inuvik;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 2 of the Aklavik map sheet number 107B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa and edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa;

All parallels of latitude and meridians of longitude being determined in such a manner that they coincide with grid areas as determined under the Canada Oil and Gas Land Regulations.

Commencing at a point of intersection with latitude 68°25'N and approximate longitude 133°45'W;

thence northerly along said longitude 133°45'W to its intersection with the parallel of latitude 68°40'N;

thence westerly along said parallel of latitude 68°40'N to its intersection with longitude 134°00'W;

thence northerly along said longitude $134^{\circ}00'W$ to its intersection with the parallel of latitude $68^{\circ}50'N$;

thence westerly along said parallel of latitude $68^{\circ}50'N$ to its intersection with longitude $134^{\circ}15'W$;

thence northerly along said longitude $134^{\circ}15'W$; to its intersection with the parallel of latitude $69^{\circ}10'30''N$;

thence westerly along said parallel of latitude $69^{\circ}10'30''N$ to its intersection with longitude $134^{\circ}35'W$;

thence southerly along said longitude $134^{\circ}35'W$ to its intersection with the parallel of latitude $69^{\circ}06'N$;

thence westerly along said parallel of latitude $69^{\circ}06'N$ to its intersection with longitude $134^{\circ}53'45''W$;

thence southerly along said longitude $134^{\circ}53'45''W$ to its intersection with the parallel of latitude $69^{\circ}01'N$;

thence westerly along said parallel of latitude $69^{\circ}01'N$ to its intersection with longitude $135^{\circ}03'45''W$;

thence southerly along said longitude $135^{\circ}03'45''W$ to its intersection with parallel of latitude $68^{\circ}54'N$;

thence easterly along said parallel of latitude $68^{\circ}54'N$ to its intersection with longitude $134^{\circ}45'W$;

thence southerly along said longitude $134^{\circ}45'W$ to its intersection with the parallel of latitude $68^{\circ}50'N$;

thence easterly along said parallel of latitude 68°50'N to its intersection with longitude 134°37'30"W;

thence southerly along said longitude 134°37'30"W to its intersection with the parallel of latitude 68°40'N;

thence easterly along said parallel of latitude 68°40'N to its intersection with longitude 134°15'W;

thence southerly along said longitude 134°15'W to its intersection with the parallel of latitude 68°30'N;

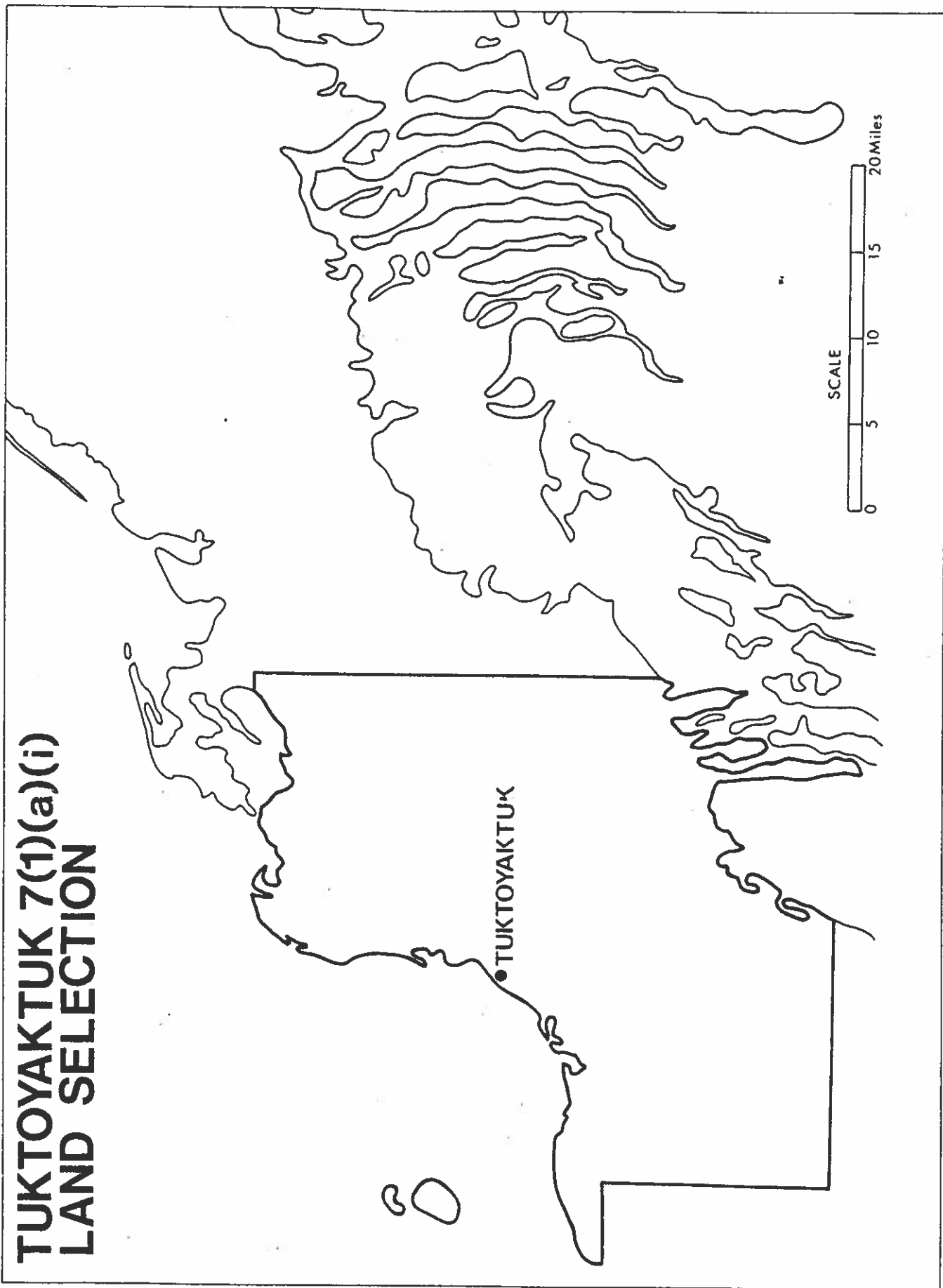
thence easterly along said parallel of latitude 68°30'N to its intersection with longitude 133°55'W;

thence southerly along said longitude 133°55'W to its intersection with the parallel of latitude 68°25'N;

thence easterly along said parallel of latitude 68°25'N to the point of commencement;

said parcel containing about 700 square miles.

ANNEX H



ANNEX H-1

Tuktoyaktuk 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Mackenzie;
in the vicinity of Tuktoyaktuk;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

All parallels of latitude being determined in such a manner that they coincide with grid areas as determined under the Canada Oil and Gas Land Regulations;

Commencing at a point on the southeasterly shore line of Kittigazuit Bay at latitude 69°20'N and approximate longitude 133°46'W;

thence in a general northeasterly direction along the said Kittigazuit Bay shoreline and the Kugmallit Bay shoreline to its intersection with parallel of latitude 69°40'N;

thence easterly along said parallel of latitude to its intersection with longitude 132°17'30"W;

thence southerly along said longitude to the shoreline of Eskimo Lakes at approximate latitude 69°18'40"N;

thence in a general southwesterly direction along the said shoreline of Eskimo Lakes to its intersection with the parallel of latitude $69^{\circ}10'N$ and approximate longitude $132^{\circ}50'20''W$;

thence westerly along said parallel of latitude $69^{\circ}10'N$ to its intersection with longitude $133^{\circ}30'W$;

thence northerly along said longitude $133^{\circ}30'W$ to its intersection with parallel of latitude $69^{\circ}20'N$;

thence westerly along said parallel of latitude $69^{\circ}20'N$ to the point of commencement;

together with the whole of Hendrickson Island being situated at approximate latitude $69^{\circ}30'N$ and approximate longitude $133^{\circ}35'W$; and including all islands in Tuktoyaktuk Harbour, and those close to the coast described.

LESS

Firstly

that parcel of land lying between latitudes $69^{\circ}26'N$ and $69^{\circ}28'N$ and between longitudes $132^{\circ}47'30''W$ and $132^{\circ}50'W$ being 2.34 square miles;

Secondly

The Community Site of Tuktoyaktuk being described as follows:

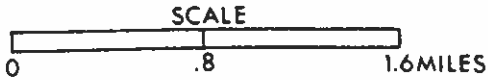
Commencing at the intersection of parallel of latitude $69^{\circ}24'13''\text{N}$ with the west shoreline of the peninsula on which the community of Tuktoyaktuk is situated, the said point being at approximate longitude $133^{\circ}02'\text{W}$;

thence in a general northerly, easterly and southerly direction following the shoreline around the peninsula on which the community of Tuktoyaktuk is situated to the intersection of the east shoreline of said peninsula with parallel of latitude $69^{\circ}24'13''\text{N}$;

thence west along said latitude $69^{\circ}24'13''\text{N}$ to the point of commencement; said parcel containing 3 square miles, more or less.

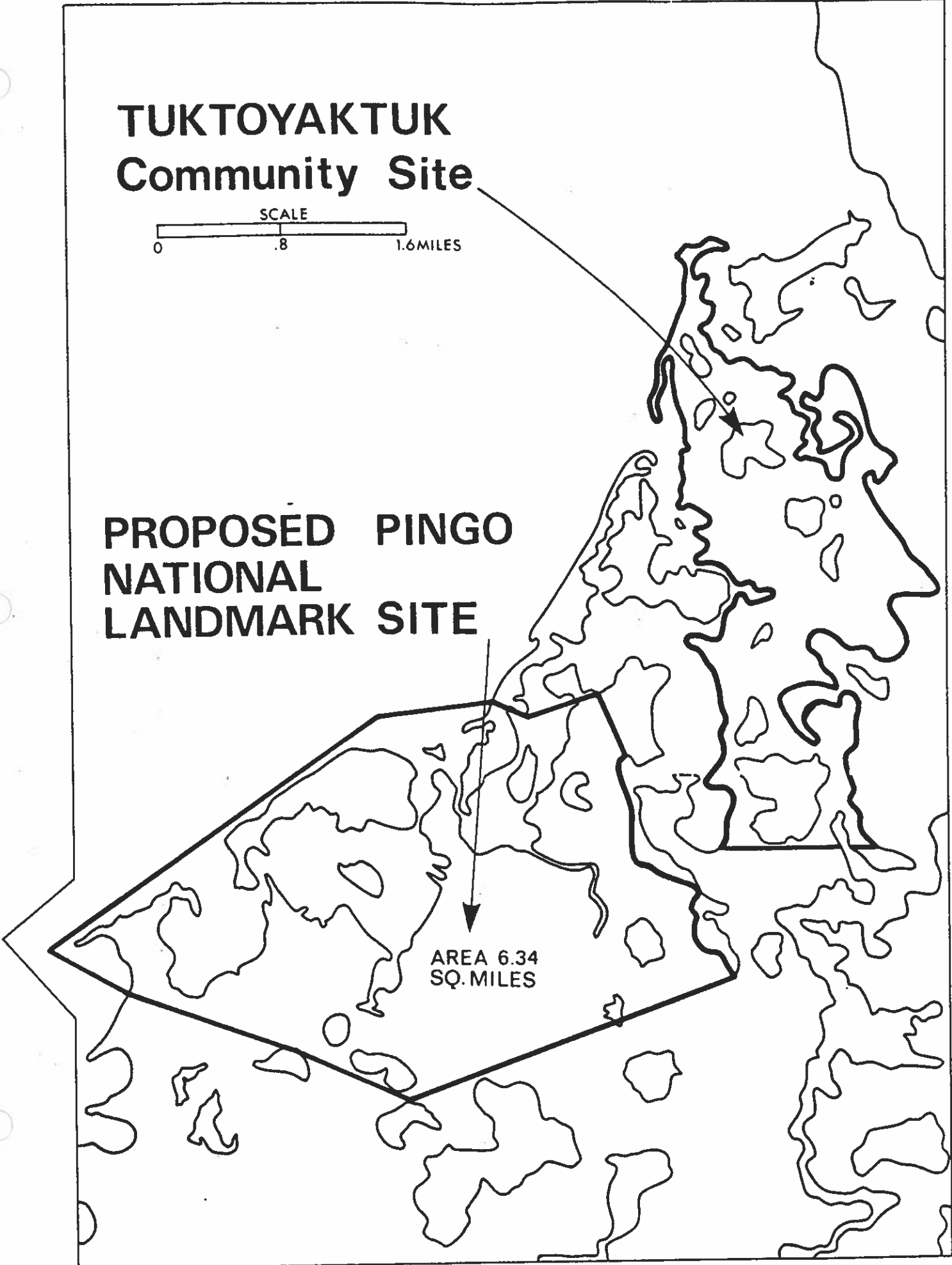
The above described lands less firstly and secondly containing 700 square miles more or less.

TUKTOYAKTUK Community Site



PROPOSED PINGO NATIONAL LANDMARK SITE

AREA 6.34
SQ. MILES



ANNEX H-3

Tuktoyaktuk Community Site

In the Northwest Territories;
in the District of Mackenzie;
being the Community Site of Tuktoyaktuk;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Kittigazuit map sheet number 107C/7E of the National Topographic System, produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa and edition 1 of the map sheet number 107C/8W of the National Topographic System produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa.

Commencing at the intersection of parallel of latitude 69°24'13"N with the west shoreline of the peninsula on which the community of Tuktoyaktuk is situated, the said point being at approximate longitude 133°02'W;

thence in a general northerly, easterly and southerly direction following the shoreline around the peninsula on which the said community is situated to the intersection of the east shoreline of said peninsula with parallel of latitude 69°24'13"N;

thence west along said latitude 69°24'13"N to the point of commencement; said parcel containing 3 square miles, more or less.

Proposed Pingo National Landmark Site

The area in which there is a possibility of a National Landmark (PINGOS OF TUKTOYAKTUK) is described as follows:

Commencing at the point located at approximate latitude $69^{\circ}22'50''\text{N}$ and longitude $133^{\circ}07'00''\text{W}$;

thence in a northeasterly direction a distance of 2.2 miles more or less to a point located at approximate latitude $69^{\circ}23'30''\text{N}$ and longitude $133^{\circ}01'50''\text{W}$;

thence in a northerly direction a distance of 2.0 miles more or less along the shore of an unnamed bay to a point located on the coast at approximate latitude $69^{\circ}24'43''\text{N}$ and longitude $133^{\circ}03'20''\text{W}$;

thence in a northerly direction a distance of 0.4 miles more or less to a point located on the coast at approximate latitude $69^{\circ}25'01''\text{N}$ and longitude $133^{\circ}03'46''\text{W}$;

thence in a westerly direction a distance of 0.5 miles more or less to a point located at approximate latitude $69^{\circ}24'57''\text{N}$ and longitude $133^{\circ}04'54''\text{W}$;

thence in a northwesterly direction a distance of 0.2 miles more or less to a point located on the coast of Kugmallit Bay on the Beaufort Sea at approximate latitude $69^{\circ}25'00''\text{N}$ and longitude $133^{\circ}05'25''\text{W}$;

thence in a westerly direction a distance of 0.8 miles more or less to a point located at approximate latitude $69^{\circ}24'58''\text{N}$ and longitude $133^{\circ}07'20''\text{W}$;

thence in a southwesterly direction a distance of 2.5 miles more or less to a point located at approximate latitude $69^{\circ}23'47''\text{N}$ and longitude $133^{\circ}12'30''\text{W}$;

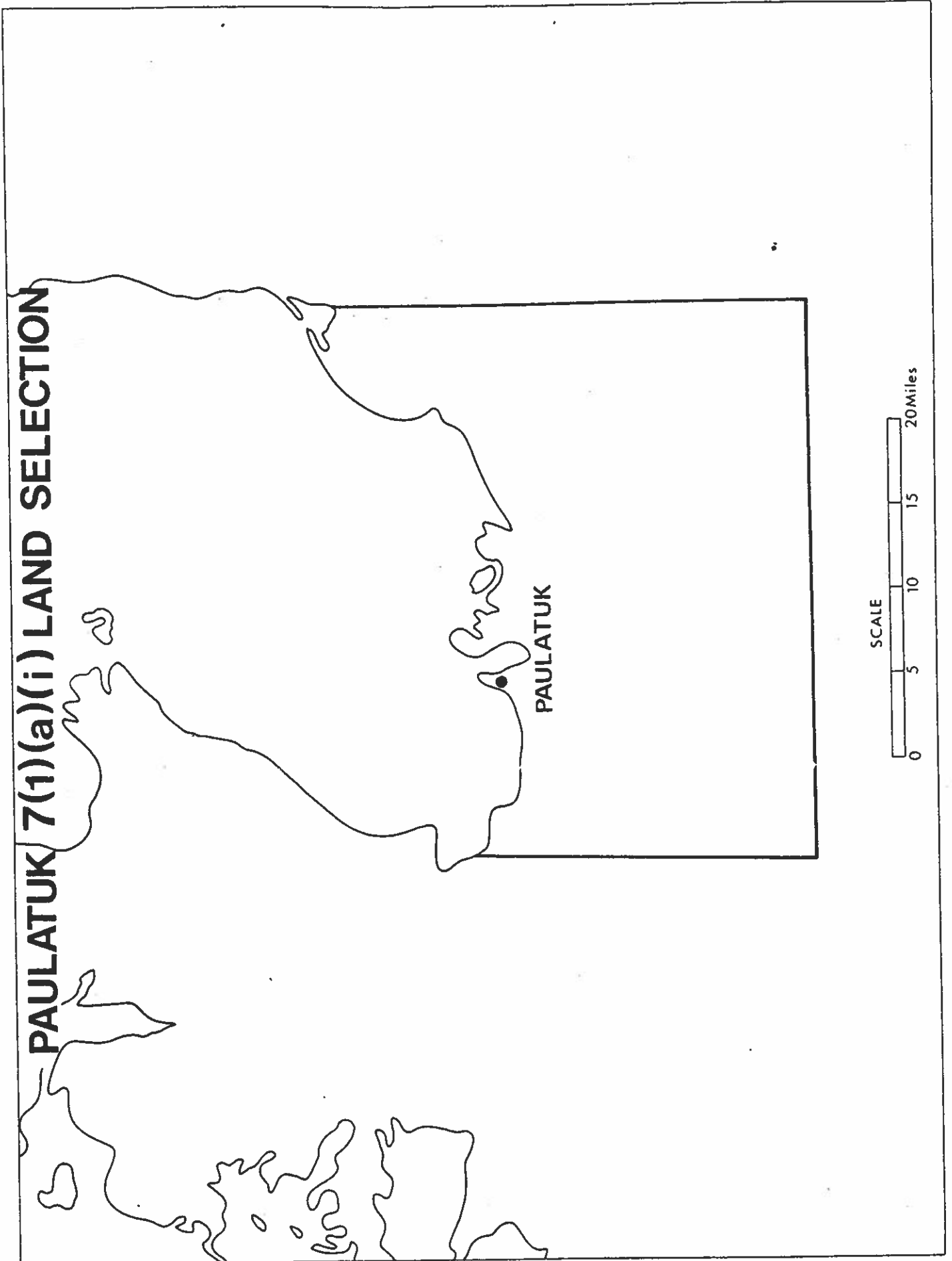
thence in a southeasterly direction a distance of 0.5 miles more or less to a point located at approximate latitude $69^{\circ}23'30''\text{N}$ and longitude $133^{\circ}11'22''\text{W}$;

thence in a southeasterly direction a distance of 1.1 miles more or less to a point located at approximate latitude $69^{\circ}23'10''\text{N}$ and longitude $133^{\circ}08'45''\text{W}$;

thence in a southeasterly direction a distance of 0.8 miles more or less to the point of commencement.

Said area being approximately 6.34 square miles.

ANNEX I



ANNEX I-1

Paulatuk 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Mackenzie;
in the vicinity of Paulatuk;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 2 of the Brock River map sheet number 97D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa and edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Commencing at the point of intersection of the shoreline of Argo Bay with longitude 124°30'W at approximate latitude 69°22'N;

thence southerly along said longitude 124°30'W to its intersection with the parallel of latitude 69°04'30"N;

thence easterly along said parallel of latitude 69°04'30"N to its intersection with longitude 123°10'W;

thence northerly along said longitude $123^{\circ}10'W$ to its intersection with the shoreline of Brock Lagoon;

thence in a general westerly direction along the shoreline of Brock Lagoon, Darnley Bay and Argo Bay to the point of commencement, including all islands close to the shore;

LESS

The Community Site of Paulatuk being described as follows:

Commencing at a point on the westerly shoreline of Paulatuk peninsula at latitude $69^{\circ}21'32"N$;

thence southeasterly to a point on the easterly shoreline of Paulatuk peninsula at latitude $69^{\circ}21'13"N$;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with parallel of latitude $69^{\circ}20'46"N$;

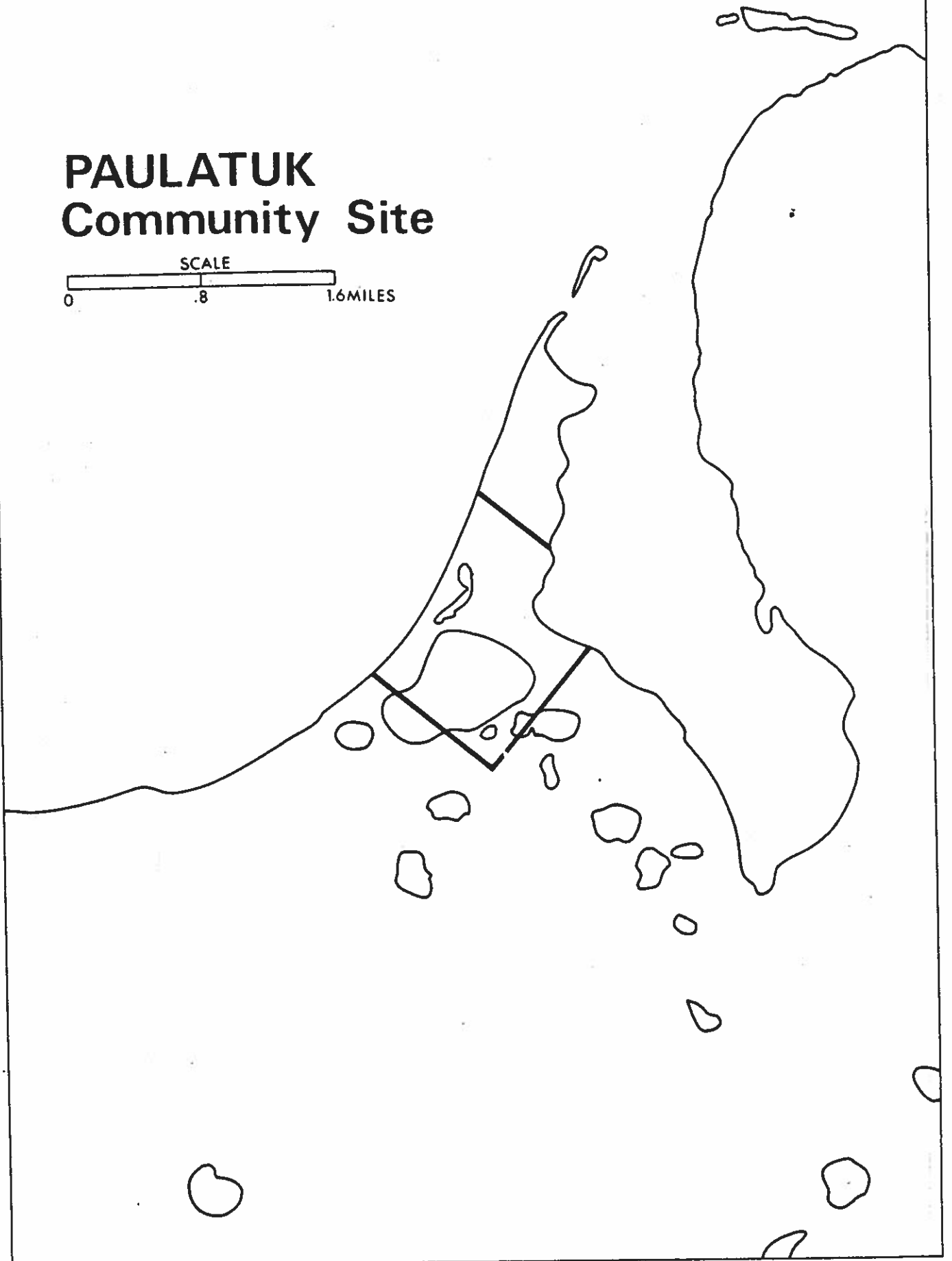
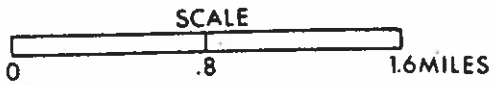
thence in a southwesterly direction to a point having parallel of latitude $69^{\circ}20'06"N$ and longitude $124^{\circ}04'32"W$;

thence northwesterly to a point on the shoreline of Paulatuk peninsula at parallel of latitude $69^{\circ}20'37"N$;

thence in a general northeasterly and northerly direction following along the shoreline of Paulatuk peninsula to the point of commencement.

Said parcel less the community site of Paulatuk containing about 700 square miles more or less.

PAULATUK Community Site



ANNEX I-3

Paulatuk Community Site

In the Northwest Territories;
in the District of Mackenzie;
being the Community Site of Paulatuk;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Paulatuk map sheet number 97 C/8 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa.

Commencing at a point on the westerly shoreline of Paulatuk peninsula at latitude $69^{\circ}21'32''\text{N}$;

thence southeasterly to a point on the easterly shoreline of Paulatuk peninsula at latitude $69^{\circ}21'13''\text{N}$;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with parallel of latitude $69^{\circ}20'46''\text{N}$;

thence in a southwesterly direction to a point having parallel of latitude $69^{\circ}20'06''\text{N}$ and longitude $124^{\circ}04'32''\text{W}$;

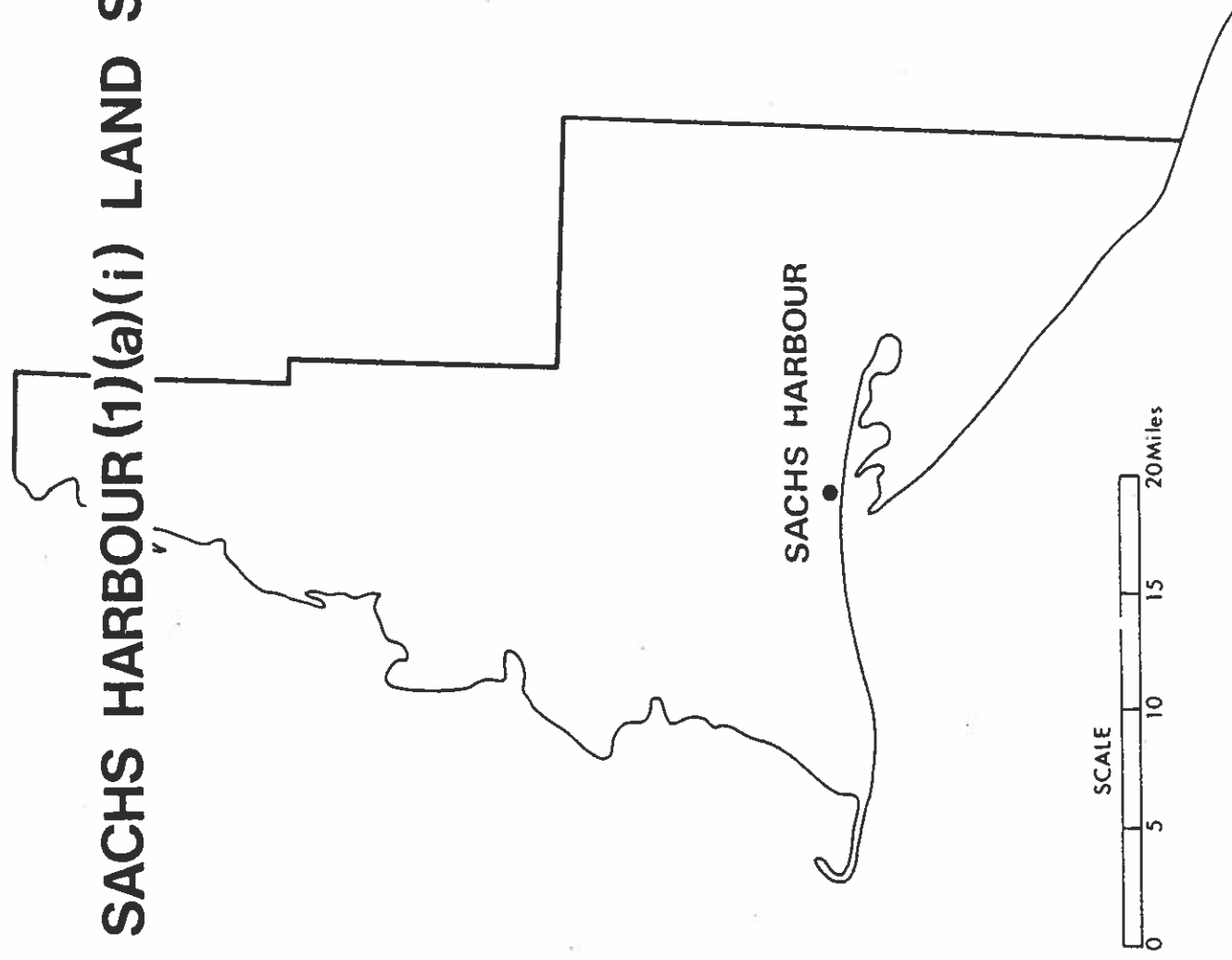
thence northwesterly to a point on the shoreline of Paulatuk peninsula at parallel of latitude $69^{\circ}20'37''\text{N}$;

thence in a general northeasterly and northerly direction following along the shoreline of Paulatuk peninsula to the point of commencement;

said parcel containing 1 square mile, more or less.

ANNEX J

SACHS HARBOUR (1)(a)(i) LAND SELECTION



ANNEX J-1

Sachs Harbour 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Franklin;
in the vicinity of Sachs Harbour on Banks Island;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Sachs Harbour map sheet number 97G of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa and edition 1 of the Lennie River map sheet number 98B of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

All parallels of latitude and meridians of longitude being determined in such a manner that they coincide with grid areas as determined under the Canada Oil and Gas Land Regulations with the exception of some latitudes and longitudes intersecting coastlines;

Commencing at a point being the intersection of longitude 124°30'W with the shoreline of Banks Island in the area of Thesiger Bay at approximate latitude 71°46'48"N;

thence northerly along said longitude 124°30'W to its intersection with the parallel of latitude 72°10'N;

thence westerly along said parallel of latitude 72°10'N to its intersection with longitude 125°00'W;

thence northerly along said longitude 125°00'W to its intersection with the parallel of latitude 72°20'N;

thence westerly along said parallel of latitude 72°20'N to its intersection with longitude 125°03'W;

thence northerly along said longitude 125°03'W to its intersection with the parallel of latitude 72°30'N;

thence westerly along said parallel of latitude 72°30'N to a point being the intersection of said parallel of latitude with the shoreline of Banks Island in the area of the Beaufort Sea at approximate longitude 125°14'52"W;

thence in a general southwesterly (including Cape Kellet Peninsula), westerly, southeasterly, easterly and southeasterly direction along the shoreline of Banks Island to the point of commencement including all sand spits and islands close to the shore;

LESS

the Sachs Harbour Community Site, said parcel being described as follows;

Beginning at a Canada Lands Surveys '69 pattern post numbered G1579 27L1 according to Plan 56807 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the Land Titles Office at Yellowknife as 685.

thence on the bearing 84°12'20" toward the Canada Lands Surveys '69 pattern post numbered G1579 28L1 according to said plan, a distance of 805 feet to a point, which is the point of commencement;

thence $356^{\circ}30'$, 720 feet to a point;

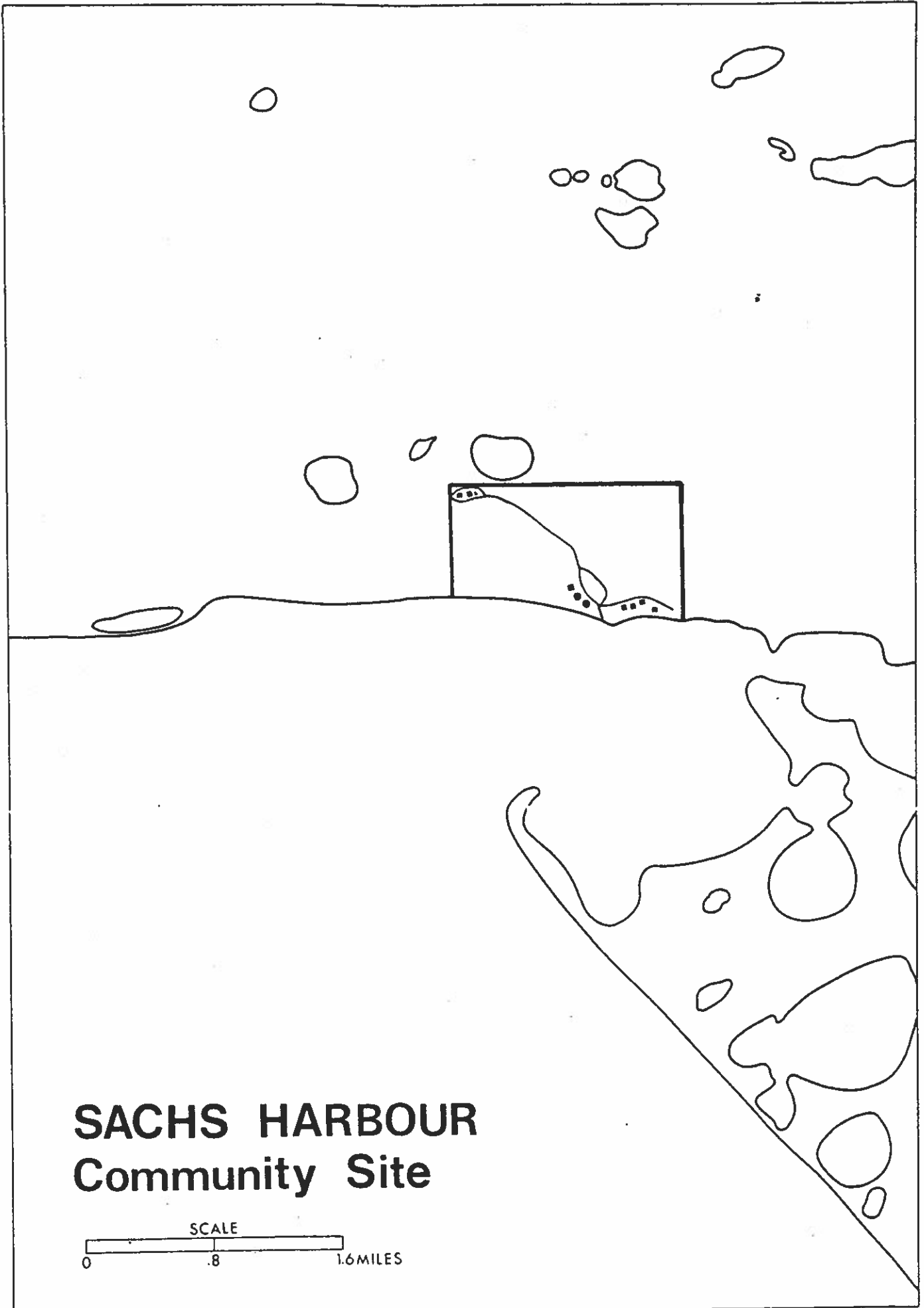
thence $86^{\circ}30'$, 7,180 feet to a point;

thence $176^{\circ}30'$ to a point being the intersection of that line with the shoreline of Banks Island on Sachs, Harbour;

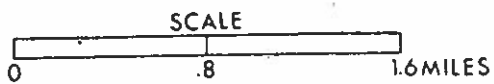
thence in a general westerly direction along the shoreline of Banks Island on Sachs Harbour to a point being the intersection of a line at $176^{\circ}30'$ from the point of commencement with the shoreline of Banks Island on Sachs Harbour;

thence $356^{\circ}30'$ on said line to the point of commencement;

the above described parcel less the Community Site of Sachs Harbour containing about 700 square miles, more or less.



SACHS HARBOUR Community Site



ANNEX J-3

Sachs Harbour Community Site

In the Northwest Territories;
in the District of Franklin;
on Banks Island at approximate latitude $71^{\circ}59'N$,
approximate longitude $125^{\circ}15'W$

All that parcel being described as follows:

Beginning at a Canada Lands Surveys '69 pattern post numbered G1579 27L1 according to Plan 56807 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the Land Titles Office at Yellowknife as 685.

thence on the bearing $84^{\circ}12'20''$ toward the Canada Lands Surveys '69 pattern post numbered G1579 28L1 according to said plan, a distance of 805 feet to a point, which is the point of commencement;

thence $356^{\circ}30'$, 720 feet to a point;

thence $86^{\circ}30'$, 7,180 feet to a point;

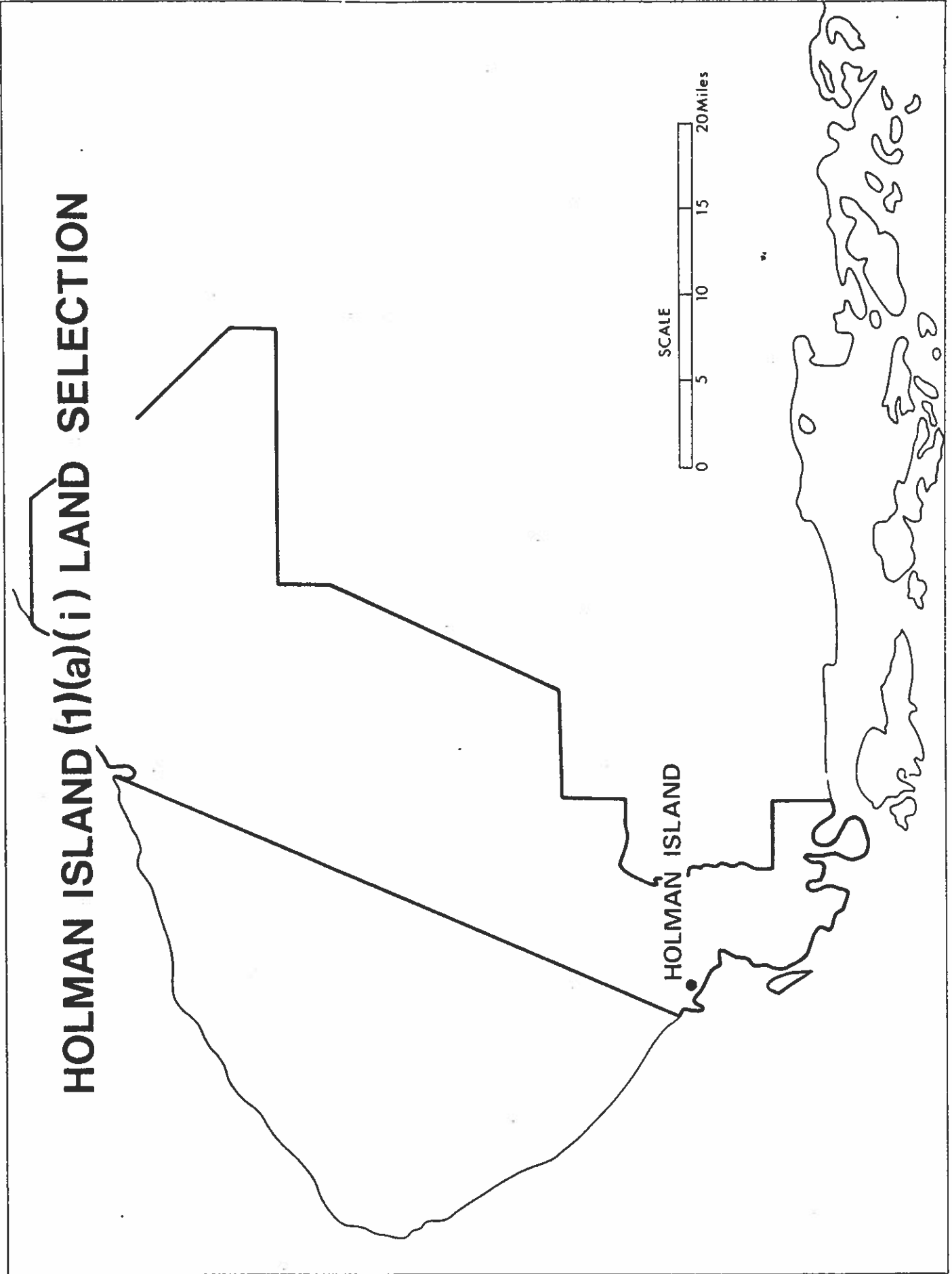
thence $176^{\circ}30'$ to a point being the intersection of that line with the shoreline of Banks Island on Sachs Harbour;

thence in a general westerly direction along the shoreline of Banks Island on Sachs Harbour to a point being the intersection of a line at $176^{\circ}30'$ from the point of commencement, with the shoreline of Banks Island on Sachs Harbour;

thence $356^{\circ}30'$ on said line to the point of commencement;

said parcel containing about 1 square mile.

ANNEX K



ANNEX K-1

Holman Island 7(1)(a)(i) Land

In the Northwest Territories;
in the District of Franklin;
in the vicinity of Holman Island;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Holman Island map sheet number 87F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa and edition 1 of the Minto Inlet map sheet number 87G of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa.

Commencing at a point on the westerly shoreline of Victoria Island where approximate longitude 117°49'W intersects the shoreline of approximate latitude 70°44'40"N;

thence northeasterly in a straight line to a point on the southerly shoreline of Minto Inlet at approximate latitude 71°13'N and approximate longitude 117°13'33"W;

thence in a general northeasterly direction along the said Victoria Island shoreline to a point on the shoreline at the mouth of the Kuujjua River determined by projecting a straight line from headland to headland which

touches the most seaward point of the unnamed island in the mouth of said river.

thence in a northerly direction along the said Victoria Island shoreline to its intersection with a parallel of latitude as determined by prolonging the parallel of latitude west from the height of land at approximate latitude $71^{\circ}17'30''\text{N}$ and approximate longitude $116^{\circ}28'48''\text{W}$ to the shoreline of Victoria Island at approximate longitude $116^{\circ}46'32''\text{W}$;

thence east along the parallel of latitude, as determined by prolonging the parallel of latitude westerly from the height of land at approximate latitude $71^{\circ}17'30''\text{N}$ and approximate longitude $116^{\circ}28'48''\text{W}$ to the shoreline of Victoria Island, at approximate longitude $116^{\circ}46'32''\text{W}$ to a point on a height of land having approximate latitude $71^{\circ}17'30''\text{N}$ and approximate longitude $116^{\circ}28'48''\text{W}$;

thence southeasterly to a point on a height of land at approximate latitude $71^{\circ}12'54''\text{N}$ and approximate longitude $116^{\circ}19'08''\text{W}$;

thence southeasterly to a point on a height of land at approximate latitude $71^{\circ}07'00''\text{N}$ and approximate longitude $116^{\circ}03'00''\text{W}$;

thence southerly to the point of intersection of the shoreline of an unnamed lake and parallel of latitude $71^{\circ}05'00''\text{N}$ at approximate longitude $116^{\circ}03'00''\text{W}$;

thence westerly along said parallel of latitude $71^{\circ}05'00''\text{N}$ to its intersection with longitude $116^{\circ}43'30''\text{W}$;

thence due south along longitude $116^{\circ}43'30''\text{W}$ to its intersection with approximate parallel of latitude $71^{\circ}02'\text{N}$;

thence southwesterly to a point at parallel of latitude $70^{\circ}50'45''\text{N}$ and approximate longitude $117^{\circ}00'\text{W}$;

thence westerly along said parallel of latitude $70^{\circ}50'45''\text{N}$ to its intersection with longitude $117^{\circ}16'\text{W}$;

thence southerly along said longitude $117^{\circ}16'\text{W}$ to its intersection with approximate parallel of latitude $70^{\circ}47'30''\text{N}$;

thence westerly along the said approximate parallel of latitude $70^{\circ}47'30''\text{N}$ to the shoreline of an unnamed lake;

thence westerly and southerly along the northerly and westerly shoreline of said lake to its intersection with parallel of latitude $70^{\circ}40'\text{N}$;

thence easterly along said parallel of latitude $70^{\circ}40'\text{N}$ to its intersection with longitude $117^{\circ}16'\text{W}$;

thence southerly along said longitude $117^{\circ}16'\text{W}$ to the shoreline of Victoria Island at approximate latitude $70^{\circ}36'48''\text{N}$;

thence in a general westerly and northwesterly direction along the said shoreline of Victoria Island to the point of commencement including Holman Island and all islands close to shore in Minto Inlet and Amundsen Gulf;

LESS

Holman Island Community Site described as follows;

commencing at the point of intersection of approximate latitude $70^{\circ}44'49''\text{N}$ and longitude $117^{\circ}48'25''\text{W}$;

thence $\text{N}87^{\circ}00'\text{E}$ 1.28 miles more or less to a point;

thence $\text{S}3^{\circ}00'\text{E}$ 0.56 miles more or less to its intersection with the shoreline of Kings Bay;

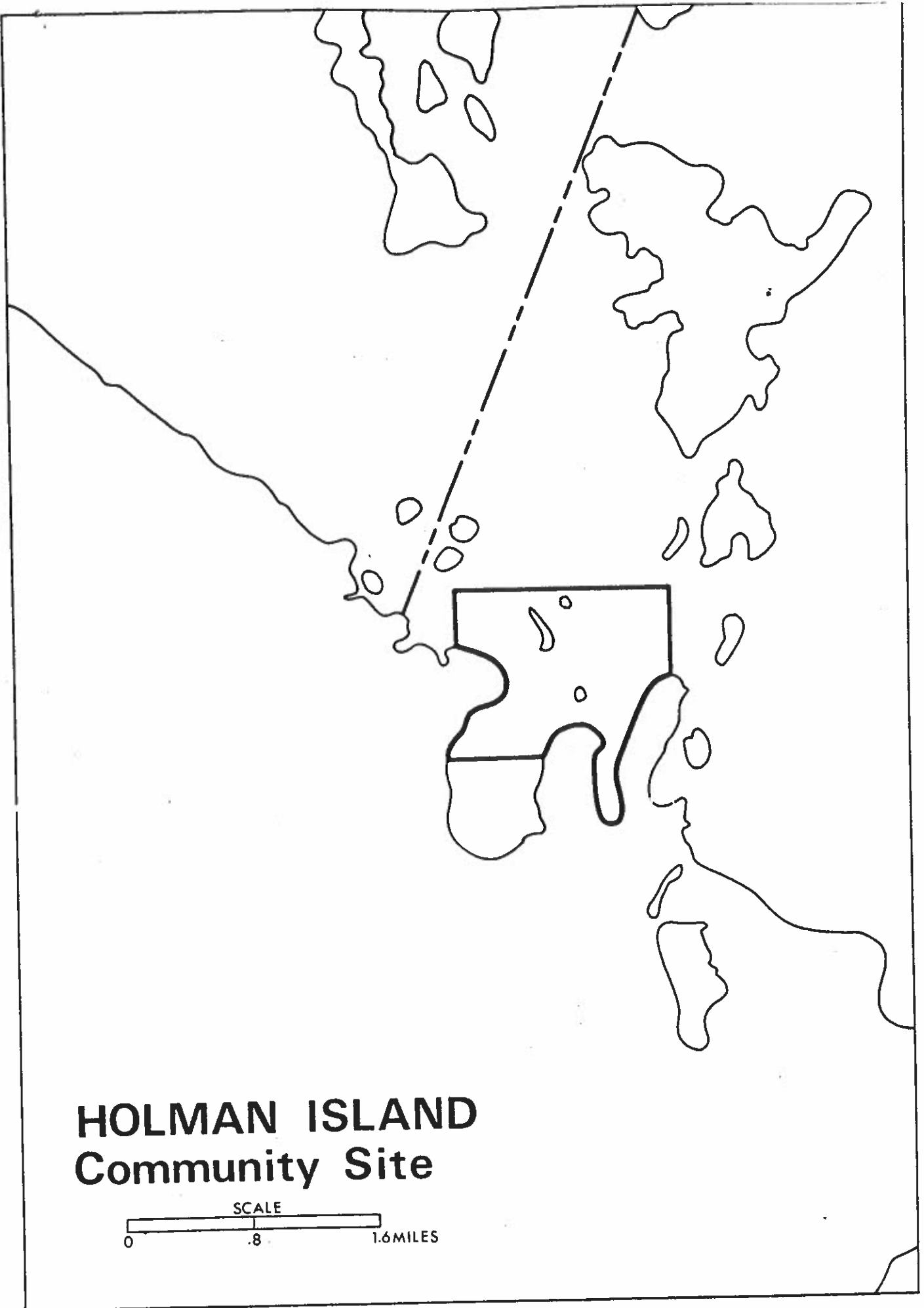
thence southerly, westerly and northerly following the shoreline along Kings Bay, and the westerly shoreline of Queens Bay to its intersection with parallel of latitude $70^{\circ}43'57''\text{N}$;

thence westerly along said parallel of latitude $70^{\circ}43'57''\text{N}$ across the peninsula known as Uluksartok Bluff to the westerly shoreline of said Peninsula;

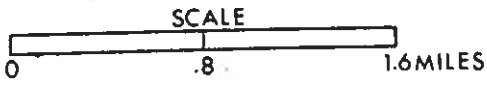
thence in a general northeasterly and northwesterly direction along the shoreline of Amundsen Gulf and along the shoreline of Jacks Bay to its intersection with longitude $117^{\circ}48'25''\text{W}$;

thence north along said longitude $117^{\circ}48'25''\text{W}$ for 0.34 miles more or less to the point of commencement;

The above described parcel less Holman Island Community Site containing about 700 square miles more or less.



**HOLMAN ISLAND
Community Site**



Holman Island Community Site

In the Northwest Territories;
in the District of Franklin;
being the Community Site at Holman Island;

All that parcel being described as follows, all topographic features hereinafter referred to being according to edition 1 of the Holman Island map sheet number 87 F/10 of the National Topographic System, produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Canada, at Ottawa and edition 1 of the map sheet number 87 F/15 of the National Topographic System produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Canada, at Ottawa.

Commencing at the point of intersection of approximate latitude $70^{\circ}44'49''\text{N}$ and longitude $117^{\circ}48'25''\text{W}$;

thence $\text{N}87^{\circ}00'\text{E}$ 1.28 miles more or less to a point,

thence $\text{S}3^{\circ}00'\text{E}$ 0.56 miles more or less to its intersection with the shoreline of Kings Bay;

thence southerly, westerly and northerly following the shoreline along Kings Bay, and the westerly shoreline of Queens Bay to its intersection with parallel of latitude $70^{\circ}43'57''\text{N}$;

thence westerly along said parallel of latitude 70°43'57"N across the peninsula known as Uluksartok Bluff to the westerly shoreline of said Peninsula;

thence in a general northeasterly and northwesterly direction along the shoreline of Amundsen Gulf and along the shoreline of Jacks Bay to its intersection with longitude 117°48'25"W;

thence north along said longitude 117°48'25"W for 0.34 miles more or less to the point of commencement;

said parcel containing 1 square mile more or less.

ANNEX L

ANNEX L

Proposed International Biological Program Sites Located in the
Western Arctic Region

PANEL 9

<u>SITE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>SIZE IN SQ. MI.</u>
1-4	Ibbett Bay to McCormick Inlet, Melville Island	Northwestern, Melville Island	945
1-9	Bailey Point, Melville Island	Southwestern, Melville Island	320
*3-1 **	Shoran Lake, Banks Island	North-central Banks Island	850
3-2	Masik River, Banks Island	Southern Banks Island	535
3-3	Minto Inlet, Victoria Island	Northwestern Victoria Island	2320
3-4	Prince Albert Sound, Victoria Island	West-central Victoria Island	1825
*3-5	Egg River - Big River, Banks Island	Western Banks Island	295
***4-1	Canoe Lake, Richardson Mountains	West of Aklavik Mackenzie Delta	87
*4-2	Anderson River	Southern Coast of Liverpool Bay	496
4-3	Garry & Pelly Islands	Outer islands Mackenzie River Delta	82
4-4	Toker Point	2 miles north of Tuktoyaktuk	127
****4-9	Caribou Hills, Mackenzie River Delta	15 miles northwest of Inuvik, east side Mackenzie Delta	255
*4-11	Cape Parry & Assoc. Island	Northern tip of Parry Pen.	220

PANEL 10

<u>SITE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>SIZE IN SQ. MI.</u>
9	as for 4-9 above		
10	Crossley Lakes	about 45 mi. south of mouth of Anderson River	700
****42	Middle Mackenzie Delta (now part of Caribou Hills)	west of Reindeer Depot, Mackenzie Delta	20
43	As for 4-2 above		
44	Kugaluk River and Estuary	south of Tuk Peninsula about 90 miles east of Mackenzie Delta	1200
78	Fort Anderson	114 miles from mouth of Anderson River	4

* sites 3-1, 3-5, 4-11 overlap in part Federal
Migratory Bird Sanctuaries.

site 4-2 coincides with boundaries of a Federal
Migratory Bird Sanctuary.

** site 3-1 is also within the Banks Island Parks
proposal announced January 31, 1978.

*** only a portion of this site is within the Western
Arctic Region.

**** Caribou Hills and Middle Mackenzie Delta have been
combined as one site and submitted to the IBP Working
Group on Ecological Sites.

NOTE:

Sites within 7(1)(a) Lands.

- (1) 2/3 of site #4-1, Canoe Lake is within the
Aklavik block.
- (2) All of site # 4-9, Caribou Hills and Middle
Mackenzie Delta is within the Inuvik block.
- (3) All of site #4-4, Toker Point, is within the
Tuk block.

Sites within 7(1)(b) Lands.

- (1) All of site #10-44, Kugaluk River and Estuary.
- (2) All of site #4-2, Anderson River.
- (3) Part of Site #10-10, Crossley Lakes.

ANNEX M

ANNEX M

Minerals regulated under the Canada Mining Regulations are defined in Section 2 of these regulations as:

"mineral" means precious and base metals and other naturally occurring substances that can be mined but does not include coal; petroleum and related hydrocarbons, native sulphur, construction stone, carving stone, limestone, soapstone, marble, gypsum, shale, clay, sand, gravel, volcanic ash, earth, soil and diatomaceous earth, ochre, marl or peat or other substances regulated by other regulations made pursuant to the Public Lands Grants Act or the Territorial Lands Act;"

ANNEX N

ANNEX N

Financial Compensation

The schedule of capital transfer payments shall be: an initial payment of \$10 million on December 31st, 1981; three annual payments of \$1 million, from December 31, 1982 to December 31, 1984; five annual payments of \$4 million, from December 31, 1985 to December 31, 1989; four annual payments of \$16 million from December 31, 1990 to December 31, 1993; and a final payment on December 31, 1994 of \$21 million. All payments are to be made on December 31st of the respective year.

ANNEX O

ANNEX O

Schedule of Maximum Amounts Permitted to be Outstanding

	<u>\$Millions</u>
January 1, 1982 - December 31, 1982	50.906
January 1, 1983 - December 31, 1983	54.061
January 1, 1984 - December 31, 1984	57.472
January 1, 1985 - December 31, 1985	61.162
January 1, 1986 - December 31, 1986	62.153
January 1, 1987 - December 31, 1987	63.224
January 1, 1988 - December 31, 1988	64.383
January 1, 1989 - December 31, 1989	65.637
January 1, 1990 - December 31, 1990	66.993
January 1, 1991 - December 31, 1991	56.459
January 1, 1992 - December 31, 1992	45.067
January 1, 1993 - December 31, 1993	32.744
January 1, 1994 - December 31, 1994	19.416
January 1, 1995 - December 31, 1995	0

ANNEX P

ANNEX P

Applications for Leases and licences
in Process as of July 13, 1978

INUVIK

- | | | |
|----------------------|-------------------|------------------|
| 1. Gulf Oil | Lease #2397 | Swimming Point |
| 2. Gulf Oil | Lease #2491 | Swimming Point |
| 3. Imperial Oil Ltd. | Licence #2283 | Tununuk Point |
| 4. Gulf Oil | Application #1609 | Lucas Point |
| 5. Jimmy Gordon | Application #1351 | Reindeer Station |

TUKTOYAKTUK

- | | | |
|--|-------------------|----------------|
| 6. Northern Transportation Co.
Ltd. | Lease #1398 | Tuk Harbour |
| 7. Imperial Oil | Application #1374 | Saviktok Point |

HUSKY LAKES

- | | | |
|-----------------|-------------|--------------|
| 8. A.J. McInnes | Lease #2572 | Sitidgi Lake |
|-----------------|-------------|--------------|

ANNEX Q

ANNEX Q

Leases and Licences Expiring Before
December 31, 1981

AKLAVIK

1. Shell Canada Lease #2936 Expires 1/12/81
2. Shell Canada Lease #2937 Expires 1/12/81

TUKTOYAKTUK

3. Northern Transportation Co.
Ltd. Lease #2010 Expires 1/3/80
4. E. Gruben Lease #2690 Expires 1/9/81

PAULATUK

5. Paulatuk Hunters & Trappers
Assoc. Lease #2773 Expires 1/6/81
6. C.N.R. Ltd. Lease #2689 Expires 1/1/81

HOLMAN ISLAND

7. Arctic Enterprises Ltd.
Lease #2611 Expires 1/5/79

ANNEX R

ANNEX R

Governmental Land Reservations
Existing as of July 13, 1978

Inuvik

1. Department of Transport - Buoy cache site.

Approx. 3,600m² at mile 1025 of Mackenzie River,
approximately lat 68°54'30"N, long. 134°32'30"W.

2. Department of Transport - Buoy cache site.

Approx. 900m², at mile 1006 of Mackenzie River.

3. Department of Indian and Northern Affairs - Research Lab.

Approx. 640 acres - Ya Ya Lakes. Under consideration.

4. Department of National Defence - Receiver Site.

Approx. 12.5 square miles centered on Lot 8.

Tuktoyaktuk

5. Department of Indian and Northern Affairs - NCPC Power Line.

50' right-of-way Inuvik to Tuktoyaktuk.

6. Department of Energy, Mines and Resources - Involuted Hill Test Site.

Approx. 800 acres, approx. lat. 69°29'N, long. 132°36'W.

7. Department of Transport - Navigational aids.

Lot 6, Group 1455.

8. Department of Transport - Navigational aids.

Lots 2, 3, 4 and 5, Group 1455.

Holman Island

9. Government of Northwest Territories - Airport.

Approx. 153 hectares - approx. lat. 70°44'N, approx.
long. 117°44'W.

Cape Bathurst

10. Department of Indian and Northern Affairs.

DEW line site - lat. 70°01'N, long. 126°58'W, approx.
1,450 acres.

Husky Lakes

11. Department of National Defence - DEW line site.

Nicholson Peninsula, Eskimo Lakes, approx. 2,734 acres.

12. Canadian Wildlife Service - Krekovik.

Landing - laboratory and buildings - 69°42'N, 129°W
500' x 500' - application.

13. Department of Fisheries and Environment - Water Survey of Canada.

Water gauge station - Anderson River - $68^{\circ}38'N$,
 $128^{\circ}24'30''W$ - 200' x 200'.

14. Fisheries Research Board - application, trailer facilities $69^{\circ}34'2''N$, $131^{\circ}16'6''W$ - Size to be determined.

ANNEX S.

ANNEX S

Existing Surface Rights
Expiring After December 31, 1981

Aklavik

- | | | |
|-----------------|----------|--------------|
| 1. Imperial Oil | Lot #221 | Expires 2006 |
| 2. Imperial Oil | Lot #222 | Expires 1984 |

Tuktoyaktuk

- | | | |
|-----------------|-------------|--------------|
| 3. Imperial Oil | Lease #2922 | Expires 1982 |
|-----------------|-------------|--------------|