CERTAINTY[1]

C.1.1
Except as provided in C.4, the Dehcho First Nations will not exercise or assert any Aboriginal or treaty rights, other than

(a) any right set out in the Agreement; or

(b) the Treaty 11 rights respecting annual payments to the Indians and payment of the salaries of teachers to instruct the children of the Indians.

C.1.2
A Dehcho person who is not a Dehcho Citizen will not exercise or assert any Aboriginal or treaty right held by the Dehcho First Nations .

C.1.3
For greater certainty,

(a) C.1.1 prevents a Dehcho Citizen from exercising or asserting any Aboriginal or treaty rights other than those referred to in C.1.1(a) and (b); and

(b) C.1.2 does not prevent a Dehcho person who is not a Dehcho Citizen from exercising or asserting any Aboriginal or treaty right held by another Aboriginal people of which that person is a member.

C.1.4
The purpose of C.1.1 and C.1.2 is

(a) to enable Dehcho Citizens, the Dehcho First Nations and the Dehcho Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement;

(b) to enable all other persons and governments to exercise and enjoy all their rights, authorities, jurisdictions and privileges; and

(c) to release all other persons and government of any obligation,

(i) to the Dehcho First Nations and Dehcho Citizens, in relation to any right that, under C.1.1, is not exercisable or assertable, and

(ii) to any Dehcho person who is not a Dehcho Citizen, in relation to any Aboriginal or treaty right held by the Dehcho First Nations

as if those rights did not continue to exist.

C.1.5
The Dehcho First Nations and the persons who comprise it, prior to or after the effective date, release government and all other persons from all claims, of whatever nature or

[1] Canada is reviewing recent Supreme Court of Canada decisions to determine if any additional provisions are required.

kind and whether known or unknown, that they ever had, now have or may have in the future, arising from any act or omission that occurred prior to the effective date and that may have affected any land right that was, at the time of the act or omission, an Aboriginal or treaty right held by the Dehcho First Nations .

C.1.6
The Dehcho First Nations and the persons who comprise it, prior to or after the effective date, release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they now have or may have in the future, arising from any act or omission that occurred on or after the effective date and that may have affected any right that, under C.1.1, is not exercisable or assertable.

C.1.7
In consideration of the rights in the Agreement, the Dehcho Government will indemnify and forever save harmless government from any claim to which C.1.5 or C.1.6 applies and that was brought on or after the effective date against government. For greater certainty, the right to be indemnified shall not extend to any claim relating to or in any way arising from the failure of government to carry out its obligations under the Agreement.

C.1.8
The right to be indemnified under C.1.7 applies only if government vigorously defends the claim and does not compromise or settle it without the consent of the Dehcho Government. The right to be indemnified under C.1.7 does not apply to any costs incurred by government in such a defence or settlement.

C.1.9
If C.1.1 or C.1.2 is not enforceable in relation to a land right, and that

(a) results in the imposition on government or any person of any obligations, related to that right, to the Dehcho First Nations or any person who is not to exercise or assert it;

(b) affects the ability of Dehcho Citizens, the Dehcho First Nations or the Dehcho Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; or

(c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities, jurisdictions and privileges they would have if that right did not continue to exist,

the Dehcho First Nations cede, release and surrender, as of the effective date, that land right to the extent required to achieve the purpose in C.1.4.

C.1.10
If the continued existence of a land right, that under C.1.1 or C.1.2 is not exercisable or assertable,

(a) results in the imposition on government or any person of any obligations, related to that right, to the Dehcho First Nations or any person who is not to exercise or assert it;

(b) affects the ability of Dehcho Citizens, the Dehcho First Nations or the Dehcho Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; or

(c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities, jurisdictions and privileges they would have if that right did not continue to exist,

the Dehcho First Nations cede, release and surrender, as of the effective date, that land right to the extent required to achieve the purpose in C.1.4.

OTHER ABORIGINAL PEOPLES

C.2.1
No provision in the Agreement shall be construed to

(a) recognize or provide any Aboriginal or treaty rights for any Aboriginal people other than the Dehcho First Nations; or

(b) affect

(i) any treaty right of any Aboriginal people other than the Dehcho First Nations , where the right existed before the provision of the Agreement was in effect, or

(ii) any Aboriginal rights of any Aboriginal people other than the Dehcho First Nations .

C2.2
If a superior court of a province or territory, the Federal Court of Canada or the Supreme Court of Canada finally determines that C.2.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because that provision of the Agreement would otherwise affect any right referred to in C.2.1(b),

(a) upon notice by a Party, the Parties shall enter into negotiations for the amendment of the Agreement in order to resolve any problems caused by that provision being inoperable or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of Dehcho Citizens, the Dehcho First Nations or the Dehcho Government that would have been enjoyed under the provision; and

(b) if the Parties fail to reach agreement on an amendment under (a) within 90 days of the notice, a Party may refer the matter for resolution in accordance with chapter DR.

C.2.3
Notwithstanding any other provision in the Agreement, the Dehcho Government may, pursuant to an agreement with another Aboriginal people, agree to share with that Aboriginal people rights held by Dehcho Citizens, the Dehcho First Nations or the Dehcho Government under this Agreement, provided that no such sharing agreement shall affect the rights held by persons or peoples who are not party to that sharing agreement.

C.2.4
If an Aboriginal people reaches an agreement with the Dehcho Government and with government to modify the authority or structure of [Any board established or referred to for the management or administration of resources in the Dehcho], the Parties shall amend the Agreement accordingly.

VALIDITY OF AGREEMENT

C. 3.1
None of the Parties or the Dehcho Government shall challenge the validity of any provision of the Agreement.

C.3.2
Subject to C.1.1, none of the Parties or the Dehcho Government shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid.

C3.3
If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.

AMENDMENT

C.4.1
Except as provided in C.4.9, [any other provisions that require an amendment], the Agreement may only be amended with the consent of the Parties as evidenced by

(a) in respect of the Government of Canada,

(i) an order of the Governor in Council, or

(ii) in the case of an amendment to the land description, of an amendment under any other part of the agreement that references an specific amendment, the signature of the Deputy Minister of Indian Affairs and Northern Development;

(b) in respect of the Government of the Northwest Territories,

(i) an order of the Commissioner in Executive Council,

(ii) in the case of an amendment to the land description, the signature of the Deputy Minister of Aboriginal Affairs,

(iii) in the case of an amendment under **9.1.5, 9.1.6, 18.1.4 or 18.1.6 or of an amendment to 19.8 or to the appendix to chapter 19**, the signature of the Deputy Minister of Municipal and Community Affairs, or

(iv) in the case of an amendment under **9.6.2 or 18.3.2**, the signature of the Deputy Minister of the Department of Resources, Wildlife and Economic Development; and

(c) in respect of the Dehcho First Nations , as provided for in the Dehcho First Nations Constitution.

C.4.2
If the Dehcho Government proposes the exercise, by Dehcho Citizens, the Dehcho First Nations or the Dehcho Government, of a right that is not a land right and that is not set out in the Agreement, the Parties shall enter into discussions to determine what their interests are in relation to the proposed right. The Parties may, after these discussions, agree to enter into negotiations for the amendment of the Agreement to incorporate the proposed right.

C.4.3
If the Parties do not agree to enter into negotiations within 90 days of receipt under 2.10.2 by government of the proposed right or do not consent to the text of the amendment within one year of agreement to enter into negotiations or such longer period set by the Parties, the Dehcho Government may apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Dehcho First Nations. Government has the status of a party in any such application.

C.4.4

The Dehcho Government may not make an application under C.4.3 if it has already made an application in relation to the same or another proposed right within the preceding five years.

C.4.5
If the highest court in which an application under C.4.3 is considered confirms the existence of an Aboriginal right of the Dehcho First Nations, the Parties shall enter into negotiations to incorporate the right into the Agreement.

C.4.6
If the Parties fail to consent to the text of an amendment within one year of the decision by the highest court in which an application under C.4.3 is considered, or such longer period set by the Parties, the Dehcho Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter DR.

C.4.7
Subject to C.4.8, an arbitrator under DR [arbitration provisions] is limited to drafting the text to fit the language and format of the Agreement, after consultation with the Parties,

(a) in order to describe the nature and scope of the right, as confirmed by the court; and

(b) where the right includes a law-making power, in order to confirm that

(i) the law-making power is concurrent with that of government,

(ii) a federal law of overriding national importance prevails over any conflict between it and a Dehcho First Nations law made under that power, to the extent of the conflict,

(iii) a provision of federal legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Dehcho First Nations law made under that power, to the extent of the conflict,

(iv) except where provided otherwise by the court, federal legislation other than that referred to in (ii) or (iii) prevails over any conflict between it and a Dehcho First Nations law made under that power, to the extent of the conflict,

(v) a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Dehcho First Nations law made under that power, to the extent of the conflict, and

(vi) except where provided otherwise by the court, a Dehcho First Nations law made under that power prevails over any conflict between it and territorial legislation other than that referred to in (v), to the extent of the conflict.

C.4.8
The arbitrator shall not include in the draft text any financing obligations for any of the Parties notwithstanding any finding of the court.

C.4.9
The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator. The amendment shall be deemed to have been made 30 days after the release of the arbitrator' s decision.

C.4.10
For the purpose of C.4.7(b)(ii), a federal law of overriding national importance includes a federal law that relates to preservation of peace, order and good government, that relates specifically to the criminal law, human rights or the protection of health and safety of all Canadians or that is essential to national security.

C.4.11
For the purpose of C.4.2, the tax treatment of Dehcho Citizens will be deemed to be set out in the Agreement.

C.4.12
For the purpose of C.4.2, a right that is a law-making power shall be considered to be set out in the Agreement where the power is in relation to any of the following:

(a) businesses, occupations and activities on Dehcho Ndehe;

(b) intoxicants, weapons and dangerous substances on Dehcho Ndehe;

(c) Dehcho First Nations language and culture of the Dehcho First Nations First Nation;

(d) traditional Dehcho First Nations medicine;

(e) heritage resources;

(f) training and education, except post-secondary education;

(g) social assistance, child and family services, guardianship, trusteeship and adoption;

(h) wills, intestacy and administration of estates;

(i) marriage;

(j) taxation; and

(k) enforcement of Dehcho First Nations laws.