

## **CHAPTER XX: NATIONAL PARKS AND HISTORIC SITES**

“park” or “national park” shall include national parks, national park reserves, and historic sites, for the purposes of this chapter.

### GENERAL

1. The purpose of established, or establishing, national park(s) wholly or partly within the Dehcho Settlement Area is to preserve and protect for future generations representative natural areas of national significance, and of significance to the Dehcho First Nations, including the ecological integrity and wildlife resources of such areas, and to encourage public understanding, appreciation and enjoyment of such areas, while providing for the rights of the Dehcho First Nations under the Dehcho Agreement to use such areas for cultural activities and sustainable, traditional, and renewable resource harvesting activities, in accordance with Dehcho laws and principles, and as set out in this Agreement.
2. The continuation of historic and current traditional use of lands within a national park wholly or partly in the Dehcho Settlement Area by the Dehcho First Nations shall be affirmed in legislation and included in policies and public information programs and materials.
3. With respect to national parks wholly or partly in the Dehcho Settlement Area, regulations pursuant to s.17 of the Canada National Parks Act concerning cultural activities and sustainable, traditional, and renewable resource harvesting activities of the Dehcho First Nations under the Dehcho Agreement cannot be enacted or amended without the consent of the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established.
4. In the event of an inconsistency or conflict between the provisions of this Agreement and the Canada National Parks Act, this Agreement takes precedence to the extent of the inconsistency or conflict.
5. The boundaries of a national park wholly in the Dehcho Settlement Area shall not be enlarged without the consent of the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and the successful negotiation of an Impact Benefit Agreement between Canada and the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established.
6. The boundaries of a national park partly in the Dehcho Settlement Area and partly outside the Dehcho Settlement Area shall not be enlarged without the consent of the Dehcho Government, and the successful negotiation of an Impact Benefit Agreement, where the proposed boundary enlargement is within the Dehcho Settlement Area, or, without consultation with the Dehcho Government, where the proposed boundary enlargement is outside the Dehcho Settlement Area. If the Dehcho Government has not yet been established, the consent of, or consultation with, the DFN will be required prior to park expansion.

7. Once established, the boundaries of a national park wholly or partly in the Dehcho Settlement Area shall not be reduced without the consent of the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, or the Dehcho First Nations if the Dehcho Government.

8. Prior to the establishment of a national park wholly or partly in the Dehcho Settlement Area, the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and Minister shall jointly prepare an Impact Benefit Agreement.

9. The completed Impact Benefit Agreement shall be submitted for consideration and approval to the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and Minister, who shall jointly approve the Agreement within 3 months.

10. Should the parties fail to reach consensus on an acceptable Impact Benefit Agreement within 18 months, or fail to jointly approve a completed Impact Benefit Agreement submitted by the parties within 3 months, the Impact Benefit Agreement shall be sent to mediation/arbitration, as set out in article \_\_\_\_\_ of this Agreement.

11. The Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and Minister shall implement an Impact Benefit Agreement once it has been approved under \_\_\_\_\_, as the case may be.

12. An Impact Benefit Agreement shall contain provisions providing for a review of the Impact Benefit Agreement not less than once every 10 years after the establishment of the park, park reserve or historic site.

13. An Impact Benefit Agreement shall be consistent with the provisions of the Dehcho Agreement; and shall

- a) address the impact of the establishment and development of the park on any affected Dehcho community;
- b) describe the steps that will be taken by Canada to establish the park;
- c) subject to 29-31, address training opportunities to assist Dehcho citizens to qualify for employment in the park;
- d) address the cooperative management framework for the park;
- e) describe the provisions of a National Park Committee in accordance with 16;
- f) subject to 29-31 address economic and employment opportunities for Dehcho citizens and measures which will be adopted to assist Dehcho citizens to take advantage of such opportunities, in addition to the opportunities provided under 13(c);
- g) address the mitigation of potential negative impacts of park establishment on any affected Dehcho community;

- h) include provisions pertaining to the continued use by Dehcho citizens of camps, cabins and traditional travel routes to exercise cultural activities and sustainable, traditional, and renewable resource harvesting activities by Dehcho First Nations, including but not limited to the activities listed in 14;
- i) describe routes and locations of public access;
- j) address other impacts and benefits of concern to the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, Dehcho community governments, or the Minister.

14. The following cultural activities and sustainable, traditional, and renewable resource harvesting activities by Dehcho First Nations members under the Dehcho Agreement shall continue in any national park established wholly or partly in the Dehcho Settlement Area:

- a) hunting of mammals and birds;
- b) trapping of fur-bearing animals;
- c) fishing for freshwater and anadromous fish;
- d) gathering of traditional Dehcho First Nations foods;
- e) gathering of plants, fish or wildlife used for medicinal or ceremonial purposes;
- f) cutting of trees for ceremonial, cultural and artistic purposes;
- g) conducting, teaching, or demonstrating ceremonies of traditional, spiritual or religious significance;
- h) seeking cultural and spiritual inspiration;
- i) travelling into and within a national park by motorized or non-motorized vehicles for the above-stated purposes;
- j) use or construction of shelter or facilities essential to the pursuit of the above activities, but not including Parks Canada operational facilities;
- k) other activities consistent with the provisions of this chapter, and the Dehcho Agreement, as determined by the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established.

15. The Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, may, in consultation with Dehcho community governments, and the Naha Dehe Consensus Team in relation to Nahanni National Park, enact laws in relation to the scope, nature and extent of activities of Dehcho First Nations members under 14, but may not eliminate an activity.

16. Each national park wholly or partly in the Dehcho Settlement Area shall establish a National Park Committee whose operation and authority shall be in substantial conformity to the provisions for the Naha Dehe Consensus Team, as outlined in 27-51 below. For greater certainty, a National Park Committee established for a park other than Nahanni National Park that is wholly or partly in the Dehcho Settlement Area, shall operate under the same provisions and authorities as provided for the Naha Dehe Consensus Team, but shall have no duties or authorities pertaining to Nahanni National Park.

17. The Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, may delegate one or more of its representatives to an affected Dehcho community government, but shall retain at least one representative on the Committee.

18. In consultation with the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and Dehcho community governments, the National Park Committee shall develop an Interim Park Management Plan within 1 year of the establishment of a national park, and shall develop a Park Management Plan within 2 years of the establishment of a national park.

19. The Interim Park Management Plan and Park Management Plan shall be consistent with the Dehcho Agreement, and particularly the provisions of this chapter.

#### 20. NAHANNI NATIONAL PARK

21. The Parties agree that the ecological integrity of Nahanni National Park depends on the ecological integrity of the Naha Dehe (South Nahanni River watershed) as a whole.

22. Nahanni National Park shall be maintained and made use of so as to leave it unimpaired for the benefit, education and enjoyment of future generations in accordance with this Agreement and the Canada National Parks Act.

23. Nahanni National Park shall be promoted and maintained as a benchmark setting in which long-term ecological and cultural heritage research may be undertaken.

24. The Parties shall encourage greater understanding of and respect for the cultural heritage of the Dehcho First Nations and the natural environment in which it evolved.

25. Cultural activities and sustainable, traditional, and renewable resource harvesting shall continue in Nahanni National Park, as set out in 14.

26. There will be no extraction or harvesting by anyone of the resources of the lands and waters of Nahanni National Park for or in support of commercial enterprise, except by Dehcho First Nations under the Dehcho Agreement for the trapping of fur-bearing animals and the cutting of selected trees for ceremonial and artistic purposes, as set out in 14.

27. For Nahanni National Park, the National Park Committee shall remain the Naha Dehe Consensus Team (NDCT), established pursuant to the Interim Park Management Arrangement.

28. Matters to be addressed by the NDCT are as follows:

- a) completion of a State of the Park Report, in consultation with the public, and amendments thereto;
- b) completion of a Park Management Plan, and amendments thereto;
- c) cultural activities and sustainable, traditional and renewable resource harvesting activities by the Dehcho First Nations set out in 14; and the examination of their scope and extent;
- d) any proposals for construction related to c) above, including the cutting of trees which are essential for this purpose and for which there is no reasonable alternative source of materials outside Nahanni National Park Reserve;
- e) regulations, guidelines, or directives to be enacted related to c) above, having particular regard for the conservation of natural resources and cultural features;
- f) harmonization of visitor use of Nahanni National Park with activities under c);
- g) the requirement to consult the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and any Elders Council established by the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, regarding any matter affecting aboriginal and treaty rights.
- h) identification, management and protection of sites of spiritual and/or cultural significance to the Dehcho First Nations, including historic habitation and burial sites;
- i) making recommendations in respect of impacts of land and resource uses in areas outside Nahanni National Park;
- j) review of Nahanni National Park guidelines for research permits or commercial licenses or other activities;
- k) review of applications for research permits or commercial licenses or other activities as required by Nahanni National Park guidelines;
- l) review of annual business plans and/or work plans including staffing requirements, budgets, and expenditures;
- m) review of public safety, law enforcement and resource management plans;

- n) strategies to assist Dehcho First Nations individuals and organizations to take advantage of the full range of economic and employment opportunities associated with Nahanni National Park, taking into account provisions under 29-31; and
- o) opportunities for Dehcho First Nations members and organizations to exclusively develop and implement eco tourism operations.

29. Parks Canada will, subject to applicable legislation, chapter \_\_\_ of the Dehcho Agreement, and the availability of funding and positions, provide employment opportunities for Dehcho First Nations under the Dehcho Agreement, as well as career development and training opportunities for Dehcho First Nations employees.

30. With respect to the selection of employees for positions within Parks Canada in Nahanni National Park, pursuant to applicable legislation of general application, selection boards including representatives of both Parties will be established to consider the required qualifications for the positions, assess the qualifications of the candidates and make recommendations to the designated officer of Parks Canada.

31. Parks Canada shall provide for Dehcho First Nations involvement in developing statements of qualifications for selection of employees for positions with the Parks Canada Agency in Nahanni National Park. These qualifications shall recognize the importance of an ability to work effectively in support of the objectives of this chapter, and, where appropriate, will require knowledge and understanding of Dehcho Dene culture. Where employment in a national park requires fluency in a language other than English, the French language requirement shall not apply to Dehcho Dene. Dene Zhatie shall be deemed to be an official language for the purpose of employment in national parks in the Dehcho Settlement Area.

32. The NDCT shall determine its operating procedure.

33. The Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and the Minister shall refer any step, activity, or development that affects the management of Nahanni National Park to the NDCT for deliberation.

34. The NDCT shall be comprised of three (3) appointees of Parks Canada and four (4) appointees of the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, of which 2 shall be from Nahanni Butte, totaling 7 members; the total number of members may be increased or decreased by mutual agreement between the Parties, providing that the representation ratio of the parties remains the same. The Superintendent and a member of the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established as designated by the Grand Chief, shall be ex-officio, non-voting members of the NDCT.

35. Members will act in the public interest, and in conformity with this chapter and the Dehcho Agreement.
36. Quorum of the NDCT shall be a minimum of two (2) representatives from each party, unless increased or decreased by mutual agreement between the Parties.
37. Members shall select, by consensus, a Chairperson from amongst themselves.
38. No alternates on the NDCT shall be permitted.
39. Members of the NDCT shall be appointed for a fixed term but a member may be removed from the NDCT for cause by the authority which appointed that member.
40. The NDCT shall meet no less than twice per year.
41. Both Parties shall inform the NDCT of the existence and availability of data, studies, and other documents that pertain to the management of Nahanni National Park, and will provide copies on request and within a reasonable time.
42. The Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, shall not be required to provide the NDCT with documents containing confidential traditional knowledge.
43. The NDCT shall operate by consensus of the members.
44. For Interim Park Management Plans, Park Management Plans and amendments thereto, proposed amendments to legislation and for regulations specific to Nahanni National Park, the NDCT shall make recommendations to the Minister and the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established.
45. The Superintendent of Nahanni National Park shall, with due respect to his/her authority, the policies of the Parks Canada Agency, the authorities of the Canada National Parks Act and the Parks Canada Agency Act, and the provisions of this Agreement, endeavour to the best of his/her ability to carry out recommendations provided by the NDCT, seek direction and assistance of superiors in matters beyond the delegated powers and authorities, and pursue appropriate actions to resolve any differences between the Parties.
46. In the event that a resolution cannot be reached on a matter it shall be referred to the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, and the Minister. The exception to this is matters of personnel, in which the Chief Executive Officer of Parks Canada Agency is the final authority, and therefore, replaces the Minister in terms of resolution.
47. The Minister/Chief Executive Officer and the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established, may, within 90 days of receiving a referral, by mutual agreement act to accept the recommendation(s) of the NDCT in whole or in part, or vary or reject the recommendations in a written form. The 90-day referral period may be extended by agreement of the Parties.

48. In the event that the Dehcho Government, or the Dehcho First Nations if the Dehcho Government has not yet been established and the Minister/Chief Executive Officer are unable to achieve consensus on a matter, the assistance of an agreed neutral third party may be requested and the Parties shall be bound by the decision arising from arbitration or mediation, as set out in \_\_\_\_\_.

49. A resolution or recommendation of the NDCT shall not abrogate or derogate any Aboriginal or Treaty right of the Dehcho First Nations, including a right under 14.

50. The NDCT shall develop annual budgets and work plans. Canada shall provide an annual operating budget to support the operations of the NDCT.

51. The annual budget shall be subject to mutual review by the Parties, for the purpose of assessing whether an increase in budget is required, not less than once every 5 years.