



**VUNTUT GWITCHIN GOVERNMENT
OIL AND GAS ENGAGEMENT POLICY**

MAY 2018

**PART ONE
GENERAL PROVISIONS**

Title

1. This policy may be cited as the *Vuntut Gwitchin Government Oil and Gas Engagement Policy*.

Definitions

2. In this policy:

“Application” means an application made by a Proponent in relation to an Oil and Gas Disposition pursuant to the *Oil and Gas Act*, R.S.Y. 2012, c. 162;

“Benefits and Stewardship Agreement” means the agreement required in relation to any oil and Gas Activity as set out at Stage III of the Engagement Process under part three of this policy.

“Board” means a designated office, executive committee or panel of the Yukon Environmental and Socio-Economic Assessment Board.

“Citizen” means a citizen of the Vuntut Gwitchin First Nation pursuant to Appendix II of the Constitution (Citizenship Code).

“Citizen Representative” means a Citizen appointed to the Committee by the Council.

“Committee” means the lands and resources committee of the Vuntut Gwitchin First Nation as mandated under part two of this policy.

“Constitution” means the Constitution of the Vuntut Gwitchin First Nation.

“Cooperation Agreement” means the agreement required in relation to any Oil and Gas Activity as set out at Stage II of the Engagement Process under part three of this policy.

“Council” means the branch of the Vuntut Gwitchin Government established by the Constitution consisting of the Chief, Deputy Chief and all Councillors.

“Director of Natural Resources” means the Director of the Vuntut Gwitchin Government’s Natural Resources Department.

“Elders Representative” means a member of the Vuntut Gwitchin First Nation Elders Council appointed to the Committee by the Elders Council.

“Engagement Process” means the process commencing under part three of this policy for engagement between the Vuntut Gwitchin Government and a Proponent in relation to any Application or Oil and Gas Activity and continuing for so long as required.

“Intergovernmental Process” means any engagement process between the Vuntut Gwitchin Government and Government of Yukon on matters related to Oil and Gas Activities, Oil and Gas Dispositions and their regulation.

“Oil and Gas Activity” or **“Oil and Gas Activities”** means any existing or proposed oil and gas activity or activities as defined by Section 1 of the *Oil and Gas Act*, R.S.Y. 2012, c. 162 that affects, or has the potential to affect, any rights, responsibilities or interests of the Vuntut Gwitchin First Nation whether or not the oil and gas activity or activities are situated within the Vuntut Gwitchin First Nation Traditional Territory.

“Oil and Gas Disposition” or **“Oil and Gas Dispositions”** means any existing or proposed oil and gas disposition or dispositions as defined by as defined by Section 1 of the *Oil and Gas Act*, R.S.Y. 2012, c. 162 that affects, or has the potential to affect, any rights, responsibilities or interests of the Vuntut Gwitchin First Nation whether or not the oil and gas disposition or dispositions grants rights to lands situated within the Vuntut Gwitchin First Nation Traditional Territory.

“Proponent” means any proponent of an Oil and Gas Activity or holder of an Oil and Gas Disposition.

“Proposal” means a proposal required to be submitted by a proponent to the Board pursuant to Section 50(1) of the *Yukon Environmental and Socio-economic Assessment Act*, S.C. 2003, c. 7.

“Sustainable Development” means beneficial socio-economic change that does not undermine the ecological and social systems upon which communities and societies are dependent as defined in Chapter 1 of the *Vuntut Gwitchin First Nation Final Agreement*,.

“Standing Committee Chair” means the Chair of the Vuntut Gwitchin Government Standing Committee on Natural Resources, Heritage, Tourism and Economic Development.

“Vuntut Gwitchin First Nation” means the legal entity established pursuant to Article 9 of the *Vuntut Gwitchin First Nation Self-Government Agreement*.

“Vuntut Gwitchin First Nation Law” means any law enacted by the Vuntut Gwitchin First Nation in accordance with its law-making powers under Article 13 of the *Vuntut Gwitchin First Nation Self-Government Agreement*.

“Vuntut Gwitchin Government” means the government of the Vuntut Gwitchin First Nation.

“Youth Representative” means a Citizen between the ages of 14 and 21 appointed to the Committee by the Council.

Purpose

3. The purpose of this policy is to establish a respectful, transparent and meaningful framework to guide the engagements of the Vuntut Gwitchin Government in relation to Oil

and Gas Activities and Oil and Gas Dispositions in a manner that supports and upholds the objective of Sustainable Development.

Application

4. This policy applies to any engagement between the Vuntut Gwitchin Government and a Proponent in relation to any to Oil and Gas Activities and Oil and Gas Dispositions.

Conflict of Law and Policy

5. In the event of a conflict or inconsistency between this policy and the Constitution, the Constitution shall prevail to the extent of the conflict or inconsistency.
6. In the event of a conflict or inconsistency between this policy and any Vuntut Gwitchin First Nation Law, the Vuntut Gwitchin First Nation Law shall prevail to the extent of the conflict or inconsistency.

General

7. Nothing in this policy is to be construed as abrogating or derogating from the *Vuntut Gwitchin First Nation Final Agreement*.
8. Nothing in this policy is to be construed as providing consent or authorizing any past, existing or proposed Oil and Gas Activity or Oil and Gas Disposition.
9. Nothing in this policy shall be construed as limiting, affecting, fulfilling or discharging the honour of the Crown and the Crown's constitutional duty to consult and accommodate the Vuntut Gwitchin First Nation.
10. This policy may be amended from time to time by the Vuntut Gwitchin Government and will make best efforts to notify any Proponent potentially affected by an amendment.

PART TWO ADMINISTRATION

Committee

11. The Vuntut Gwitchin Government shall establish the Committee with a mandate to fulfill the following roles and responsibilities in accordance with this policy:
 - (a) reviewing information about Oil and Gas Activities, Oil and Gas Dispositions and their regulation;
 - (b) informing and seeking views from Citizens on Oil and Gas Activities, Oil and Gas Dispositions, the Engagement Process and/or Intergovernmental Process as necessary;

- (c) assisting and providing recommendations to the Council throughout the Engagement Process; and
 - (d) providing recommendations to the Council throughout the Intergovernmental Process if requested by Council.
12. The Committee shall be made of 5 members consisting of the:
- (a) Standing Committee Chair;
 - (b) Director or Natural Resources;
 - (c) Elders Representative;
 - (d) Youth Representative; and
 - (e) Citizen Representative.
13. The Committee shall meet as regularly as may be necessary to fulfill its roles and responsibilities.
14. The Committee shall have a quorum of 3 members.
15. The Standing Committee Chair and Director of Natural Resources shall serve as co-chairs of the Committee.
16. The Committee shall make best efforts to fulfill its roles and responsibilities by consensus.
17. The Committee may at any time request the support of employees or contractors of the Vuntut Gwitchin Government to assist it in carrying out its roles and responsibilities under this policy.
18. The Committee may invite any persons, including any Proponent, to attend or participate in a meeting of the Committee.
19. The Committee shall not use or disclose to any person confidential information except as may be required to fulfill its roles and responsibilities.

Citizen Consultation

20. The Director of Natural Resources shall be responsible for organizing and carrying out any consultation between the Vuntut Gwitchin Government and Citizens regarding Oil and Gas Activities and Oil and Gas Dispositions with the assistance and participation of the Committee as necessary.
21. In that event that a Proponent wishes to organize and carry out any public consultation with Citizens related to any Oil and Gas Activities or Oil and Gas Dispositions, the Proponent shall submit a notice in writing to the Director of Natural Resources within a reasonable time prior to the proposed meeting date in order to facilitate coordination between the

Proponent and Vuntut Gwitchin Government if appropriate. The written notice shall contain:

- (a) proposed dates and location;
 - (b) proposed agenda;
 - (c) description of the purpose of the consultation; and
 - (d) any materials to be relied on by the Proponent during the consultation.
22. Any consultations with Citizens related to any Oil and Gas Activities or Oil and Gas Dispositions that are organized and carried out by the Proponent shall not be construed as consultation with the Vuntut Gwitchin Government.

PART THREE ENGAGEMENT PROCESS

Stage I – Notice Period

23. Proponents shall provide notice in writing to the Director of Natural Resources of any Application in relation to any Oil and Gas Disposition at the earliest possible opportunity. The written notice of the Application shall contain:
- (a) letter of introduction;
 - (b) company profile including organizational structure, profiles of directors and management team members, financial statements for the previous five fiscal years and compliance record;
 - (c) detailed description of the Oil and Gas Disposition and Application including any relevant maps, plans or schedules; and
 - (d) designated Proponent spokesperson.
24. Proponents shall provide notice in writing to the Director of Natural Resources of any Oil and Gas Activity at the earliest possible opportunity in the planning phase and prior to submitting a Proposal to the Board. The written notice shall contain:
- (a) letter of introduction;
 - (b) company profile including organizational structure, profiles of directors and management team members, financial statements for the previous five fiscal years and compliance record;
 - (c) detailed description of the proposed Oil and Gas Activity, including any relevant maps, plans or schedules;

- (d) administration fee in the amount of \$1,000.00 made payable to the Vuntut Gwitchin First Nation; and
 - (e) designated Proponent spokesperson.
25. Upon receipt of any written notice from a Proponent in relation to any Application or Oil and Gas Activity, the Director of Natural Resources shall immediately refer the notice to the Committee. The Committee shall meet to review the notice and:
- (a) if the Committee determines the notice is incomplete or insufficient the Committee may request in writing further or better information from the Proponent, and the Proponent shall provide such further or better information upon receipt of the written request; or
 - (b) if the Committee determines the notice is complete and sufficient then:
 - (i) in the case of a notice regarding an Application, the Director of Natural Resources may provide written comments to the Proponent or request a meeting with the Proponent to discuss the Application; and
 - (ii) in the case of a notice regarding an Oil and Gas Activity, the Committee shall notify the Proponent of the determination in writing and the Engagement Process shall proceed to Stage II.

Stage II – Cooperation on any Oil and Gas Activity

26. After completion of Stage I and prior to submitting a Proposal to the Board, a Proponent shall negotiate in good faith and enter into a Cooperation Agreement with the Council for the purpose of establishing a meaningful, respectful and transparent process for engagement.
27. Prior to entering into a Cooperation Agreement, the Council shall refer the agreement to the Committee for review. The Council may enter into a Cooperation Agreement on behalf of the Vuntut Gwitchin First Nation if the Committee determines that the terms and conditions adequately consider and address the following items:
- (a) compliance with this policy;
 - (b) capacity funding for the Engagement Process;
 - (c) communications and correspondence;
 - (d) information sharing; and
 - (e) commitment to negotiate a Benefits and Stewardship Agreement.

Stage III – Benefits and Stewardship on any Oil and Gas Activity

28. After the completion of Stage II and prior to submitting a Proposal to the Board, a proponent shall negotiate in good faith and enter into a Benefits and Stewardship Agreement with the Council for the purpose of establishing appropriate stewardship measures and maximizing any potential benefits for the Vuntut Gwitchin First Nation.
29. Prior to entering into a Benefits and Stewardship Agreement, the Council shall refer the agreement to the Committee for review. The Council may enter into a Benefits and Stewardship Agreement on behalf of the Vuntut Gwitchin First Nation if the Committee determines that the terms and conditions adequately consider and address the following items:
 - (a) detailed description of the Oil and Gas Activity;
 - (b) capacity funding for participation in the Board’s regulatory process;
 - (c) compliance with the objective of Sustainable Development;
 - (d) compliance with applicable land use plans;
 - (e) compliance with Vuntut Gwitchin First Nation General Assembly Resolution No. 2013-01 regarding hydraulic fracturing;
 - (f) adequate education and training opportunities;
 - (g) adequate employment and procurement opportunities;
 - (h) adequate revenue sharing or equity arrangements;
 - (i) adequate stewardship measures including but not limited to:
 - (i) baseline data collection measures;
 - (ii) information sharing measures;
 - (iii) joint monitoring of environmental and socio-economic effects, and of the effectiveness of mitigation measures;
 - (iv) joint advisory and reporting processes;
 - (v) joint fish and wildlife management plan;
 - (vi) joint heritage resource protection plan;
 - (vii) joint access management plan;
 - (viii) joint water quality and quantity management plan;

- (ix) joint waste management plan;
 - (x) joint remediation and reclamation plan;
 - (xi) adaptive management measures in relation to the foregoing stewardship measures, including adaptability to address any recommendations from the Board;
 - (j) potential socio-economic effects which includes effects on economies, health, culture, traditions, lifestyles and heritage resources;
 - (k) potential cumulative effects which includes effects to the environment that are caused by an action in combination with other past, present and future human actions;
 - (l) potential effects on any Vuntut Gwitchin First Nation rights, responsibilities and interests under the *Vuntut Gwitchin First Nation Final Agreement* and *Vuntut Gwitchin First Nation Self-Government Agreement*;
 - (m) compliance and enforcement measures;
 - (n) dispute resolution mechanisms; and
 - (o) Vuntut Gwitchin First Nation approval and ratification process.
30. In addition to a Benefits and Stewardship Agreement, the Council may enter into a separate agreement with a Proponent and other parties for the purpose of addressing the limited requirements under section 68 of the *Oil and Gas Act*, R.S.Y. 2012, c. 162.