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No. 25 Winter 1989

The Newsletter of the Canadian Institute of Resources Law

Northern Oil and Gas Agreements In Principle

by Constance D. Hunt

In September, 1988, agreements in principle were signed between the Government of Canada and Governments of the Yukon and the Northwest Territories respectively, concerning the transfer to the territorial governments of authority over northern nd gas management.[1] Providing a ramework under which the three governments will conduct negotiations for future arrangements, the Agreements themselves have no legal force and do not alter the present legislative structure for northern oil and gas exploration and development. However, insofar as they give an indication of the direction that will be followed in devolving control of oil and gas to the territorial governments, they have important implications for the future of resource activities in northern Canada. Because the terms of the two Agreements are nearly identical, for ease of reference the discussion below is based upon the Northwest Territories Northern Accord Agreement in Principle unless otherwise indicated.

Résumé

Au mois de septembre 1988, le gouvernement du Canada et les gouvernements du Yukon et des Territoires du Nord-Ouest ont signé respectivement des accords de principe relatifs au transfert des pouvoirs de gestion du pétrole et du gaz dans le Nord aux gouvernements territoriaux. Chaque gouvernement territorial négociera avec le gouvernement fédéral la conclusion d'accords définitifs et les deux gouvernements territoriaux négocieront entre eux le partage des revenus des ressources pétrolières et gazières ainsi que des coûts d'administration dans la mer de Beaufort. Bien que les accords tendent protéger les droits des autochtones, leurs dispositions laissent supposer que les groupes autochtones n'auront pas le droit de participer aux revenus au large des côtes. Les gouvernements territoriaux ont entrepris de négocier avec les groupes autochtones des moyens efficaces de protéger les intérêts des autochtones en matière de gestion des ressources pétrolières et gazières. Les gouvernements territoriaux recevront les revenus du pétrole et du gaz (sauf dans la mesure où les revenus à terre sont réservés au règlement des revendications des autochtones), mais si les revenus atteignent un "niveau particulièrement élevé", le gouvernement fédéral pourrait avoir sa part des bénéfices. Les accords envisagent un contrôle territorial sur les ressources à terre et un contrôle conjoint sur les ressources au large des côtes. Étant donné que les termes "à terre" et "au large des côtes" ne sont pas définis, le statut des régions telles que les îles de l'Arctique n'est pas clair.

Future Negotiations

The two Agreements together contemplate the pursuit of several sets of negotiations. First, each territorial government will conduct its negotiations with the federal government according to the agreed principles. Second, the two territorial governments will negotiate an agreement with each other, "commensurate with their interest, for sharing oil and gas resource revenues and administration costs with respect to the Beaufort Sea prior to finalization of an Accord." Subject to the exception noted below, the federal government has agreed that all oil and gas revenues from the Beaufort Sea will be for the use and benefit of the territorial governments, in accord with this bilateral agreement. It is unclear whether these N.W.T.-Yukon negotiations are also to encompass the question of a management regime for the Beaufort Sea: elsewhere in the Agreement it is stated that the federal and N.W.T. governments will "share

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offshore oil and gas management under an agreed legislative and administrative regime", and that the Yukon Government may also participate in managing Beaufort Sea oil and gas resources "commensurate with their interests". Taken together, these provisions seem to suggest that the bilateral negotiations between the territorial governments could define the nature of the interests of the Yukon in the Beaufort Sea, including the nature of its interests for management purposes. On the other hand, given the long-term federal interest in the offshore (described below), it seems likely that trilateral negotiations will be required to design a management regime for the Beaufort Sea.

Aboriginal Interests

The Agreements illustrate the continuing complexity of northern issues, in particular the inter-relatedness of land claims negotiations and the devolution of authority to the territorial governments. A companion article in this issue describes some of the features of the Dene/Metis Agreement in Principle that overlap with these Agreements. Decisions on oil and gas management and revenue-sharing also have implications for the Inuvialuit Final Agreement,[2] the recently-announced Agreement in Principle with the Yukon Indians and the continuing land claims negotiations with the Inuit of the eastern Arctic. This possibility is anticipated in the Canada-territory Agreements, and explains the provision that "Nothing in an Accord shall identify or define any aboriginal right or title nor shall it abrogate or derogate from any aboriginal right or title." The N.W.T. Agreement contains an additional provision specifically protecting the rights, privileges and benefits given effect to by the *Western Arctic (Inuvialuit) Claims Settlement Act*.[3]

Perhaps most interesting is the undertaking by the territorial governments in the Agreements "to develop, with the participation of aboriginal groups, an effective means of protecting aboriginal interests related to oil and gas resource management." To the extent that this approach is accepted by native groups[4] it suggests a role for the territorial governments in relation to native rights that is, in some respects, greater than that which has been achieved by many provincial governments. At least until recently, many native organizations south of 60° have refused to negotiate with provinces, preferring to emphasize the federal government's constitutional responsibility for aboriginal peoples.[5]

One important issue raised by these Agreements is the possible sharing of oil and gas revenues with northern natives through the land claims process. The agreed principle for onshore revenues is that these shall be for the use and benefit of the territorial governments, "except those [revenues] committed to aboriginal claims settlements". The absence of a similar proviso in the section concerning offshore revenues suggests that aboriginal groups will not be able to negotiate a share of those revenues. Indeed, the Inuvialuit settlement did not contain offshore revenue-sharing arrangements; the matter is still undetermined in the Inuit negotiations. This matter was addressed by the Canadian Government's task force on comprehensive claims policy;[6] as a result, the 1986 Comprehensive Land Claims Policy states that resource-revenue-sharing arrangements may be negotiated with respect to offshore areas.[7] The provisions in the Agreements that protect aboriginal rights may prevent the federal government from refusing to negotiate offshore revenue sharing with the Inuit, but the differences in the language described above may illustrate its current thinking on this topic.

Revenue-Sharing and Administrative Costs

As already indicated, the Agreements suggest that all resource revenues from onshore and offshore oil and gas will accrue to the territorial governments, except to the extent that onshore benefits have been committed under land claims agreements. As these resource revenues become available, there will be a reduction in overall federal financial assistance but, to provide an incentive for the territorial governments, the reduction will be less than the revenues received. This provision is not dissimilar to sections in the east-coast offshore accords that protect Nova Scotia and Newfoundland from suffering a dollar-for-dollar loss of equalization payments as their offshore revenues begin to flow. Presumably in recognition of the fact that lucrative projects may be slow to develop, the federal government has agreed to transfer administrative funds and person-years to the territorial governments as their responsibilities increase. There is also a federal commitment to share in ongoing costs of offshore administration.

The territorial access to oil and gas revenues is not as straightforward as the above provisions would suggest, however: elsewhere, it is agreed that if these revenues "achieve a particularly high level, to be determined, an increasing portion of any incremental revenues would be retained by the Government of Canada". This arrangement may be contrasted with the east-coast offshore accords, under which Newfoundland and Nova Scotia received the right to all "provincial-type" offshore revenues. The rights of the territorial governments also differ from those of provinces in relation to their onshore natural resources.

In other jurisdictions, notably Australia, the sharing of resource revenues between two levels of government has given rise to a host of legal and administrative problems.[8] Such experiences suggest that, in order to avoid similar complexities, care should be taken in designing any revenue-sharing mechanisms between the federal and territorial governments.

Legislative and Management Mechanisms

The Agreements contemplate that different approaches will be taken to onshore and offshore resources. As to the former, there will be a phased transfer to the territorial governments of both legislative and administrative powers. In the interim, the legislative regime will continue to be the *Canada Petroleum Resources Act*[9] (CPRA) and the *Oil and Gas Production and Conservation Act*[10] (OGPCA). Where transfers of authority have not yet taken place, joint arrangements will be put in place to share decisions. A future regime (presumably to be determined by the territorial governments themselves) is to "be modeled after existing regimes in Canada and compatible with the offshore regime". It is not clear what this portends, as the

"existing regimes" in Canada include federal and provincial statutory systems that are by no means uniform.

provisions concerning the offshore r slightly as between the Yukon and N.W.T. Agreements. Under the former, the two levels of government would share management in the Beaufort Sea under an agreed administrative regime, with the initial joint legislative regime coming "within the framework" of the CPRA and the OGPCA. The counterpart provision in the N.W.T. Agreement refers to an agreed legislative and administrative regime for the offshore, not restricted only to the Beaufort Sea. More significantly, the Canadian Government has agreed merely "to discuss formally with the Government of the Yukon, the sharing of offshore legislative responsibility in the Beaufort Sea"; the wording in the N.W.T. Agreement is more positive in stating that the Government of Canada "agrees to share offshore legislative responsibilities" with the Government of the Northwest Territories. This different treatment may result from the fact that the current definition of "Yukon Territory" does not include the Beaufort , while the current definition of rthwest Territories" seems to.[11] Both Agreements state that the form of sharing of offshore legislative responsibilities will be finalized after there has been "considerable experience with significant offshore development".

These arrangements suggest that, in the future, each territory may have its own regime for onshore petroleum. The eventual offshore regime may be along the cooperative lines that have developed on the east coast, with the N.W.T. Government, and possibly the Yukon Government, having some legislative authority over the offshore. If the pattern of the east coast accords is followed, the territorial offshore legislative responsibilities might include social matters and aspects of royalty arrangements.

Application

The Yukon Agreement applies to Yukon Territory and to the Beaufort Sea, ough, as noted above, the exact nature of the Yukon interest in the Beaufort Sea remains to be negotiated. The N.W.T. Agreement applies "to all Canadian territory north of 60° except for the Yukon Territory, land within provinces, Hudson Bay and Hudson Strait". The interest of the N.W.T. in the latter two areas has been contentious for some time, as illustrated in part by debates surrounding the ill-fated federal *Canadian Laws Offshore Application Act.*[12] The issue has been temporarily finessed in the Agreements by a clause in which the federal government "recognizes" that the Northwest Territories has interests in those two areas. The exact nature and form of those interests will, presumably, be negotiated. The Inuit have pointed out that the areas embraced by the N.W.T. Agreement exclude some areas (notably islands in Hudson Bay south of 60° and waters in Hudson Bay and Hudson Strait) that are currently part of the Northwest Territories by virtue of the definition in the *Northwest Territories Act.*[13]

As mentioned earlier, the Agreements contain different arrangements for the onshore and offshore. Nowhere, however, are these two terms defined. Of particular importance as the negotiations proceed will be the treatment of the Arctic Islands, an area that has been the subject of considerable industry interest. If treated as "onshore" they will eventually be controlled by the N.W.T. Government; if considered to be "offshore", they will eventually come under a joint regime.

Conclusions

The Agreements in Principle for the two Northern Accords have been hailed by some territorial leaders as a milestone on the march toward provincehood. While they do not go as far as the Natural Resources Transfer Agreements of 1930 (pursuant to which the prairie provinces received ownership of their resources) or the Newfoundland and Nova Scotia Accords (under which those provinces received legislative authority over offshore royalties and social matters, and a participatory role in offshore petroleum management), they do mark a major step toward devolution of authority to the territorial governments. The process leading up to the announcement of the Agreements has, however, been criticized by many native leaders; the coordination of the Northern Accord negotiations with land claims negotiations will require careful footwork, particularly on the part of the territorial governments.

Over the long term, the petroleum industry can expect to be regulated by the territorial governments onshore, and to be faced with some sort of joint federal-territorial regime offshore. The latter will likely add another layer of complexity to our already complicated arrangements for offshore petroleum management.

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Notes

1. The Northwest Territories Agreement in Principle on a Northern Accord was signed on September 6, 1988, and the Yukon Agreement in Principle was signed on September 22, 1988 (hereinafter referred to as the "Agreement(s)").
2. Indian and Northern Affairs Canada, *The Western Arctic Claim The Inuvialuit Final Agreement* (Ottawa, 1985).
3. S.C. 1984, c.24.
4. At least one native organization has objected to this provision. See letter of September 29, 1988 from D. Milortok, President of Tungavik Federation of Nunavut to Dennis Patterson, Government Leader, Government of the Northwest Territories.
5. A possible movement away from this traditional position is suggested by the recent negotiations between the Government of Alberta and the Lubicon Lake Indians concerning their unresolved land claim.
6. *Living Treaties: Lasting Agreements Report of the Task Force to Review Comprehensive Claims Policy* (Ottawa: Department of Indian and Northern Affairs; December, 1985). At page 60, the Task Force recommended that negotiations should include the matter of sharing offshore resource revenues.
7. *Comprehensive Land Claims Policy* (Ottawa: Supply and Services Canada, 1986) 13.
8. See, for example, the discussion of Australia's offshore revenue-sharing arrangements in Constance D. Hunt, "Australia's Offshore Petroleum Regime: Some Lessons for Canada", Resources No. 23, Summer 1988.
9. S.C. 1986, c.C-5.
10. R.S.C. 1985, c.0-7.
11. See *Yukon Act*, R.S.C. 1985, c.Y-2, s.2; *Northwest Territories Act*, R.S.C. 1985, c.N-27, s.2.
12. Bill C-104, First Session, Thirty-Third Parliament.
13. See letter from D. Milortok to Dennis Patterson, *supra*, note 4.

Dene/Metis Agreement in Principle

by Janet Keeping

Introduction

The Dene Indians and Metis people of the Northwest Territories assert aboriginal title to between 400,000 and 450,000 square miles of the Canadian north. Both groups formed associations in the early 1970s with the intent of pressing a joint claim. Originally the goal was to negotiate land-based issues and a claim to self-government together. But, as the Dene/Metis now say "after several years of trying to negotiate land claims and political/constitutional matters in one shot, [we have] agreed with the federal and territorial governments to negotiate the two separately — land, financial and resource issues through the federal government's Comprehensive Claims policy and political/constitutional rights through the territorial Constitutional Alliance".[1] Once the decision to split the agenda was taken and the Dene/Metis Negotiations Secretariat was formed in 1983, substantial progress towards reaching a settlement of the land claim was begun. In early September 1988 this resulted in the signing of an Agreement in Principle[2] (AIP) by representatives of the Dene/Metis and the territorial and federal governments.

While the Agreement in Principle is a landmark in the Dene/Metis' negotiations with government, it is itself not a legally binding agreement. It constitutes, instead, foundation for further negotiations towards a Final Agreement. When concluded, the Final Agreement will be legislated into force and the rights thus gained by the Dene/Metis will receive constitutional protection.

This brief article describes some of the main provisions of the Agreement in Principle. It focuses on aspects that relate most directly to oil and gas activities, and for that reason does not deal, for example, with rights relating to wildlife harvesting and management.

Extinguishment

The essence of the Final Agreement towards which the Dene/Metis and government are working is a bargain: if negotiations go as intended, the Dene/Metis will give up their claim to the land they say they have traditionally used and occupied in exchange for a bundle of benefits. These include legal title to some of the lands claimed, cash compensation, rights to harvest and participate in the management of wildlife, and many others, some of which are discussed below. When the legislation approving the Final Agreement comes into force the Dene/Metis will be taken to have "ceded, released and surrendered" any aboriginal claims to land or water that they may have had. Those aboriginal claims will have been "extinguished". On the one hand, this is not in the least surprising. Until 1986 the federal government's objective in the land claims settlement process was to achieve extinguishment through negotiated agreements.[3] But in 1987 a change in policy was announced: in *Comprehensive Land Claims Policy* the federal government stated that "Above all other issues, the requirement that aboriginal groups agree to the extinguishment of *all* aboriginal rights and title as part of a claims settlement has provoked strong reactions from aboriginal people. The federal government has examined this feature of the former policy carefully and has concluded that alternatives to extinguishment may be considered provided that certainty in respect of lands and resources is established".[4] Nevertheless, it appears that the Dene/Metis Final Agreement is to be concluded on the basis of the former approach.

The question as to whether the Dene/Metis have any aboriginal land rights with which to bargain has been significantly complicated by the existence of Treaties 8 and 11 which cover virtually the same area as the land claim. The federal government's first response to the Dene/Metis claim was to say that whatever aboriginal rights to land they might have had were extinguished by those treaties, which date from 1899 - 1900 and 1920 - 1921, respectively. But with the only judicial opinion on the issue tending to the contrary view,[5] the federal government abandoned that position.

Political and Cultural Rights

Like the other indigenous people of the north, the Dene/Metis are interested in settling more than their land claim. As already noted they have also advanced claims to self-government. But the Dene/Metis, like the Inuvialuit before them, have agreed to negotiate those claims in other fora. The First Ministers conferences on native constitutional issues failed to produce agreement on self-government. Now the Dene/Metis intend to achieve self-government through the process of political, not constitutional,change in the N.W.T. The Final Agreement will not give them self-government but neither will it

Résumé

Au début du mois de septembre 1988, les Indiens Dene et les Métis des Territoires du Nord-Ouest ont signé un accord de principe (ADP) avec les gouvernements fédéral et territoriaux. Cet accord constitue un point de départ pour d'autres négociations dont l'aboutissement sera le règlement de la revendication foncière commune des autochtones. L'intention des parties à l'accord est qu'aux termes d'un accord final, les Dene et les Métis abandonneront leur revendication concernant la vaste étendue de terres qu'ils disent avoir utilisée et occupée traditionnellement en échange d'un éventail de bénéfices, notamment le droit de propriété de certaines des terres revendiquées, une indemnisation en espèces, des droits afférents à la chasse et à la pêche de subsistance et à la gestion de la faune ainsi que beaucoup d'autres bénéfices. Lorsque l'accord sera conclu, il entrera en vigueur par voie législative et les droits ainsi obtenus par les Dene et les Métis recevront une protection constitutionnelle. L'article décrit quelques-unes des principales dispositions de l'ADP, en se concentrant sur les aspects qui intéressent plus directement le pétrole et le gaz, par exemple les dispositions relatives aux ressources souterraines, à la protection de l'environnement et aux droits de surface.

prevent attainment of that goal: the Agreement in Principle says "Nothing in the Final Agreement shall affect the ability of the Dene/Metis to negotiate [illegible] government agreements with government".[6]

Settlement Area

The Agreement in Principle applies to 340,000 square miles of the Northwest Territories. The "settlement area", as it is defined in the AIP, "is bounded on the south by the sixtieth parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region [which is the non-Yukon Territory area over which the Inuvialuit Final Agreement applies] and on the east by a boundary to be described in the Final Agreement".[7] Throughout these 340,000 square miles the Dene/Metis will enjoy whichever rights, such as to environmental screening and review, that the Final Agreement puts into place. But they are to receive legal title to only about 21% of the settlement area. Of the 70,000 square miles of [illegible] they become owners (the "Dene/Metis lands"), they will receive title to the surface only of 66,100 square miles, and to both surface and subsurface of 3,900 square miles. The grant of title to the Dene/Metis will be made subject to all "existing rights, titles or interests" to the lands in question, which of course includes subsurface interests.

Subsurface Resources

Although they are to receive subsurface title to only 3,900 square miles, the AIP provides the Dene/Metis with benefits flowing from, and management rights to, other subsurface resources in the settlement area.

Before new oil and gas exploration rights to the settlement area are issued, government is to consult with the Dene/Metis. And although "[s]uch consultations are not intended to result in any obligations in addition to those required by legislation", before rights to explore or produce are exercised, the developer is also to consult with the Dene/Metis. Similar consultations are required where it is proposed to explore for, develop or produce other minerals.

The Final Agreement may well confer other consultative or management rights regarding the exploitation of subsurface resources. The AIP explicitly provides that "Prior to the Final Agreement, the parties will consider whether further provisions on subsurface exploration, development and production should be included in the Final Agreement."

The settlement area includes the producing oil fields at Norman Wells. The Agreement in Principle provides that in respect of the hydrocarbon resources at that site, the Dene/Metis are to receive, $75 million to be administered through a "Heritage Trust" fund. The Dene/Metis are to have input into negotiations on new agreements pertaining to Norman Wells and are to form, with government, a committee to advise Esso, the operator of the field, on such matters as environmental monitoring and community relations.

The Dene/Metis are also to receive a portion of the royalty received by government from the exploitation of mines and minerals in the settlement area, including the Norman Wells field. The Dene/Metis share is 50% of the first $2 million of resource royalty and 10% of anything above that amount. Interestingly, the AIP also provides that the resource royalty payable to the Dene/Metis in any particular year may be reduced "to the amount which if distributed equally to all participants would result in a Dene/Metis average per capita income equal to the Canadian average per capita income".

The Dene/Metis had sought an annual "activity fee" payable on all mineral (including oil and gas) exploration carried out in the settlement area, but this was rejected by the federal government.

The AIP recognizes that an agreement between the governments of Canada and the Northwest Territories concerning oil and gas development might eventuate and provides that the Northwest Territories government "will involve the Dene/Metis in the development and implementation of a Northern Accord". But events seem to have overtaken the Agreement in Principle. Although negotiations on a northern accord had been going on for about a year, a preliminary version of the accord (also, confusingly, referred to as an agreement in principle) was not finalized until about a week before the Dene/Metis AIP was signed. The aboriginal groups were not involved in the final, intense phase of bargaining between the territorial and federal governments. The Dene/Metis expressed disappointment with the process that had led to the accord and, along with other northern native groups, sought a veto power in negotiations toward a final accord. This confrontational strategy was abandoned, however. Instead, a compromise motion was passed in the territorial assembly promising involvement of the four aboriginal groups (Inuvialuit, Inuit of the eastern Arctic, Dene and Metis) in further accord negotiations. As explained by Nellie Cournoyea, Minister of Energy, Mines and Resources for the territorial government,

> The final accord will be negotiated bilaterally between the Government of the N.W.T., and the Government of Canada. However, there is a clear need for extensive consultation and involvement with other groups and interests before and during negotiations ...
> ...
> Our Government is committed to meaningful participation by the northern aboriginal organizations in developing the positions that we take to the negotiating table ...[8]

Management Boards

The AIP provides for the establishment of a number of agencies that would exercise authority throughout the settlement area. Three of these — the Environmental Impact Review Board, the Land and Water Management Board and the Surface Rights Board — are discussed below. The Dene/Metis would have representation equal to that of government (not including the chairperson) on each of the first two boards; with respect to the Surface Rights Board, the AIP provides that "Not less than 50% of the members of the Board or any panel shall be residents of the settlement area when dealing with Dene/Metis lands". Each board would be brought into existence by legislation within a time specified in the AIP. The latter is vital to the Dene/Metis who have long said they want to exert

influence not only through native organizations and agencies, but as well through what they call institutions of "public government".[9] Legislation is also to "provide for the coordination of the activities of the boards" mentioned in the AIP and quite sensibly "may provide for the consolidation of the functions of [certain of] the boards ... and the re-allocation of particular areas of jurisdiction among the boards provided that neither the level of Dene/Metis participation nor the overall powers and responsibilities outlined ... are diminished".

Environmental Protection

All proposals for development in the settlement area are to be assessed for their environmental impact. Where the Environmental Impact Review Board decides that a proposal warrants environmental impact review, it is to "advise" government of that conclusion and "recommend" whether the review be done by itself or another body, on which native people would have guaranteed representation. The government would then be required to have an environmental impact review of the proposal done, although not necessarily by the body chosen by the Board. Even where the Board concludes a review is not necessary, government may direct otherwise. Reviews are to include "public consultation or hearings in affected communities" and culminate in a report to government with recommendations as to whether the proposal should be adopted. The environmental assessment process contemplated by the AIP is, then, advisory only, although written, publicly available reasons must be given where government disagrees with conclusions emanating from the process.

Land and Water Management

The AIP provides for the establishment of a Land and Water Management Board "to provide for conservation, development and utilization of the land and water resources of the settlement area". This Board would issue authorizations for all uses of land and water in the settlement area "including those necessary for the exercise of subsurface rights". It would also have a wide variety of other powers, including the authority to ensure compliance with its decisions, to formulate policies for the issuance of authorizations, to hold public meetings, to establish its own procedures and to propose and consult on legislative change. All decisions of the Board would be "subject to review" by government and "to judicial review in a manner to be provided in the legislation".

Surface Rights

The Surface Rights Board contemplated by the AIP would have the power to grant rights of entry where developers, such as oil and gas operators, cannot reach agreement with surface owners and to determine compensation for that entry. The AIP sets out a list of factors for Board consideration in determining compensation for entry onto Dene/Metis lands which includes the "effect on wildlife harvesting" and "the cultural and other special value of the land to the Dene/Metis".

Expropriation

The AIP provides that "as a general principle Dene/Metis lands shall not be expropriated". Where it does occur, expropriation may take place only with government approval which must be set out in legislation. Where possible the compensation for expropriation is to take the form of equivalent lands. Where compensation must be monetary, then, as with compensation determined by the Surface Rights Board, "the value of the lands for the purpose of harvesting of wildlife and the cultural or other special value to the Dene/Metis shall be taken into account". If agreement cannot be reached on compensation, resort will be to arbitration except where the expropriation takes place under the *National Energy Board Act* as would be the case for a pipeline.[10]

Wildlife Compensation

Developers are to be made liable for the following kinds of losses caused by their activities: damage to harvested wildlife and to harvesting equipment, for loss of harvesting income and for loss of wildlife harvested for the non-commercial use of the Dene/Metis. Where compensation cannot be agreed upon, the matter may be referred to arbitration pursuant to the Final Agreement.

The Future

The parties to the AIP are directed by it to "continue negotiations in good faith towards a Final Agreement". But if a Final Agreement has not been ratified by January 31, 1991, obligations (of whatever kind they may be) under the AIP cease unless continued by agreement.

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Notes

1. Dene/Metis Negotiations Secretariat "General Information", May 18, 1988, at 5.
2. The AIP has been published by the federal government as *Dene/Metis Comprehensive Land Claim, Agreement in Principle* (Ottawa: Department of Indian Affairs and Northern Development, 1988).
3. See *In All Fairness: A Native Claims Policy, Comprehensive Claims* (Ottawa: Department of Indian and Northern Development, 1981).
4. *Comprehensive Land Claims Policy* (Ottawa: Supply and Services Cana 1986), at 11-12.
5. See *Re Paulette et al and Registrar of Land Titles (No.2)* (1973), 42 D.L.R. (3d) 8 (N.W.T. S.C.).
6. The AIP defines the word "government" to mean "the Government of Canada, and/or the Government of the Northwest Territories or its successor or successors, having jurisdiction in the settlement area, as the context requires". It has the same meaning in this article.
7. Negotiations between the Dene/Metis and the Inuit of the eastern Arctic regarding the boundary between their claims were recently resumed: see "Dene/Metis, TFN resume talks", *News/North*, November 21, 1988, at 8.
8. Quoted in *News/North*, November 7, 1988, at 3.
9. For expression of the Dene/Metis approach to institutional change in the North see *Public Government For the People of the North* (Yellowknife: The Dene Nation and the Metis Association of the NWT, 1981), and more recently, *supra*, note 1.
10. Expropriations such as these would proceed as usual under the *National Energy Board Act* except as will be provided for in the Final Agreement. See AIP, s 23.1.11.

Permanent Trust Funds and Sustainable Non-Renewable Resource Management in the Canadian North

by Michael Pretes
and Michael Robinson

Sustainable development calls to mind the utilization of renewable resources in preference to non-renewable ones, but non-renewable resources (such as petroleum and minerals) also have a role to play in the creation of a sustainable economy. Some regions, such as the Canadian North, are heavily dependent on the extraction of petroleum and mineral resources and are not ideally suited to the establishment of many renewable resource industries. Hence, non-renewable resources are, and will continue to be, an integral part of the northern economy.

ile non-renewable resources are not inherently sustainable -- since they will ultimately be depleted -- mechanisms exist which can transform non-renewable resources into renewable ones. Permanent trust funds (PTFs) are one solution to the problem of renewability. PTFs are government accounts in which the principal is protected -- usually through constitutional provisions -- from expenditure by the government. The government or managing agency may have some control over how the fund principal is invested, but only the income from the fund is available for distribution.

Several non-renewable resource-dependent states and provinces in North America have already established PTFs in order to preserve a portion of their resource rents. Examples include Alberta, Alaska, Montana, Wyoming, and New Mexico, some of which are discussed below. Each of these jurisdictions vides a potential model or prototype for a northern Canadian fund. The settlement of comprehensive land claims and the transfer of powers and a share of resource revenues to territorial governments will create the need for management mechanisms for northern resource wealth. PTFs provide an ideal management technique for both proto-provincial territorial governments and native regional land claims institutions.

PTF Principles

PTFs can operate under both trust and developmental principles. Trust-oriented funds emphasize security of principal, avoidance of risk, and the production of income, with investments selected on the basis of financial criteria. Investments may be made wherever potential returns are the best; investment within the local region is not given priority. Investments are often made in certificates of deposit, treasury bills, high quality bonds, diversified portfolios of primarily blue chip common and preferred stocks, and secure real estate properties. The emphasis is on a high yet stable rate of return. Development-oriented funds, on the other hand, pursue other avenues of investment. Since such funds are geared to developmental purposes, financial criteria are less compelling in investment decision-making. Also taken into account are the collective social benefits of the investments, hence local development projects, such as parks, highways, irrigation projects, and other infrastructure projects may be considered. Under this model, some potential financial returns will be foregone in favor of local community benefits. Developmental funds emphasize local commitment, diversification of the economy, and social benefits.

New Mexico's Severance Tax Permanent Fund

An innovative attempt to combine the trust and developmental aspects of PTFs is found in the state of New Mexico's Severance Tax Permanent Fund (NMSTPF). The principal in the fund is obtained from severance taxes levied on non-renewable resources extracted in the State, and the income generated is deposited into the State's general fund to finance government activity. The income rate of return was just over ten percent in 1986.

The principal itself is invested in a variety of ways. About 55 percent is invested in certificates of deposit in local

Résumé

En elles-mêmes, les ressources non renouvelables ne sont pas durables, puisqu'elles seront un jour épuisées. Toutefois, leur extraction peut contribuer à un développement durable même si cette extraction implique l'utilisation d'une ressource en capital. Les fonds de fiducie permanents (FFP) permettent de transformer une ressource naturelle non renouvelable en ressource financière renouvelable. Le FFP (compte gouvernemental ou institutionnel assorti de restrictions sur l'utilisation du capital) est habituellement constitué grâce à l'imposition de redevances et de taxes de séparation sur les ressources non renouvelables. Le FFP produit un revenu de placement qui peut ensuite servir à financer des projets de développement ou des opérations viables pour de petites entreprises. L'article passe en revue divers aspects des FFP existant en Amérique du Nord, recommande leur création et leur utilisation par les gouvernements territoriaux et les bénéficiaires des revendications foncières autochtones, et indique les avantages que pourraient retirer les habitants du Nord de la stratégie du FFP.

banks and savings and loan associations, stimulating loan capital for local businesses. A further 40 percent is invested in bonds, treasury securities, commercial paper, repurchase agreements, government agency issues and common stocks. Most of these investments are in United States government issues, but some are in commercial enterprises. Five percent of the principal is loaned directly to small businesses throughout the State, providing a source of venture capital for local entrepreneurs.

The New Mexico fund model stewards non-renewable resource revenues to serve long-term State interests. The general fund contributions of investment income directly benefit all State residents by reducing the private sector tax burden. The capital investments stimulate both local banks and businesses, while the direct loan policy allows the State to support small business ventures. In each of these ways the State carefully combines preservation of fund principal with local small business investment in sectors likely to general sustainable economic development.

Alaska's Permanent Fund Corporation

A simpler strategy is pursued by the State of Alaska through its Alaska Permanent Fund Corporation (APF). Like that of the NMSTPF, APF principal is inviolate and may only be touched upon approval of State voters in a referendum. The APF is managed by a Board of Trustees, appointed by the governor and selected for experience and financial expertise. Nearly all of the the APF's investments are made outside Alaska, primarily in United States government securities, with an emphasis on protection and enhancement of principal. After annual "inflation-proofing" with investment income, to protect the fund against erosion in value, the State pays out from one third to one half of APF revenues in the form of dividends. Each Alaska resident receives an annual cheque which, since 1982, has ranged from $331.20 to $1000.00. The APF's dividend program now constitutes the fifth largest primary industry in the State, after oil and gas, government, fishing, and tourism. Dividends allow individual Alaskans to make their own investment decisions rather than depending on the State to fund collective projects. The promise of an annual cheque also lessens the likelihood of State residents calling for the expenditure of fund principal in times of economic recession, since all residents have a personal monetary stake in the retention of the principal.

PTFs for Northern Canada

By combining the various aspects of the Alaska and New Mexico PTFs, as well as other funds, northern Canadian legislatures and land claims beneficiaries should be able to design suitable Canadian funds. These funds should follow the American lead in strict protection and enhancement of fund principal, at the same time offering local benefits to residents. In the absence of strong local banks and trust companies, northern decision-makers may favor a portfolio management approach to fund principal in the tradition of the APF and NMSTPF. The recent financial experience of the thirteen regional corporations created pursuant to the 1971 Alaska Native Claims Settlement Act suggests that, at least initially, native corporations should analyze carefully the pros and cons of major local investment strategies and may be wise to pursue a strict trust or portfolio approach to financial management. The investment strategy of the APF has yielded a much stronger and consistent return on investment than that pursued individually by the Alaskan native corporations.

The key to popular acceptance of PTFs is what is done with initial principal and investment income by northern Canadian decision-makers. The choices range from utilizing interest income for annual per capita dividends and tax relief to using principal to invest in certificates of deposit in banks and trust companies or to make loans to regional small businesses.

Decisions on the means of popular participation in investment revenues will depend upon the ends sought by government. For example, if the creation or enhancement of sustainable small businesses is the chosen end, the evidence suggests that both per capita dividends and small business loans are useful and effective. The dividend cheques have been shown to significantly stimulate business activity in Alaska, while in New Mexico permanent fund loans have also contributed to the small business sector. Thus, a choice must be made between individual investment decisions and those taken by banks, trust companies and government.

Northern Canadians will soon have the opportunity to act on the establishment of PTFs. As described in the companion articles, the Dene/Metis comprehensive land claim has reached the agreement in principle stage and both the Yukon and the Northwest Territories Governments have signed agreements in principle on Northern Accords. All these agreements provide opportunities for the establishment of PTFs in northern Canada.

The Dene/Metis agreement in principle, for example, provides for cash compensation of $500 million in 1990 dollars to be paid over 15 to 20 years. Several native leaders have already contemplated the creation of a trust fund of some kind. Under the agreements in principle on Northern Accords, oil and gas revenues will accrue to territorial governments, providing an additional source of capital. While federal payments will be reduced as a result of these revenues, provision is made for financial incentives to encourage territorial governments to develop their resources. Each of these agreements in principle will provide future opportunity for greater local control of non-renewable resources and set the stage for the creation of a permanent trust fund.

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This paper is adapted from an article scheduled to appear in a forthcoming publication of the Canadian Arctic Resources Committee. Further information on trust funds and the strategy outlined can be obtained from the authors.

Publications

Surrounding Circumstances and Custom: Extrinsic Evidence in the Interpretation of Oil and Gas Industry Agreements in Alberta, by David E. Hardy (discussion paper), 1989. $10.00

The oil and gas industry is built on agreements: lease agreements, support agreements, farmout agreements, operating agreements, unit agreements, processing agreements, sales agreements and seemingly endless combinations of these agreements. When the inevitable disputes arise as to the rights and obligations of the parties under these agreements, the courts are often called upon to construe the agreements. During such litigation, an issue which often arises is the extent to which evidence outside the agreement can be used as an aid to interpretation. The courts use the parol evidence rule to determine this issue.

There has long been and continues to be a general confusion about the application of the rule during the interpretation process. This is because a number of exceptions to the parol evidence rule have developed and so the rule will not always apply to exclude extrinsic evidence.

The purpose of the paper is not to criticize the parol evidence rule; there have already been a number of writers who have fulfilled that purpose. Instead, the paper considers two exceptions to the rule - the exceptions for surrounding circumstances and custom - which are argued frequently in oil and gas industry litigation as grounds for the admission of extrinsic evidence to aid in the interpretation of written agreements. While the issue of whether or not evidence is admissible under one or both of these exceptions is rarely the central issue in a case, it often plays a significant role in how a court construes a written agreement. The purpose of the paper, then, is to explain the basis for these two exceptions, discover the principles which have developed regarding their application in Alberta courts and describe some of the difficulties which may be encountered in their application.

This paper was selected as the 1988 winner of the Institute's annual Essay Prize.

Interjurisdictional Issues in Canadian Water Management, by J. Owen Saunders. 1988. ISBN 0-919269-27-3. 127 pages. $22.00

Constitutional realities are never far from the surface in relation to resource management matters in Canada, a fact as true in respect of water as in respect of other natural resources. The transboundary character of water resources, however, makes the resolution of any constitutional issues concerning water management especially critical. Although the existing literature contains studies of constitutional principles and how they affect the legal position of water managers at the federal and provincial levels, this study goes further by examining the primary legal tool that has been used to finesse interjurisdictional water problems in Canada, the intergovernmental agreement. Its analysis of the legal nature of such agreements will be of interest to water managers and, more broadly, to those in the many other government sectors where this popular instrument plays an important role.

While for many purposes the watershed is the appropriate unit for water management, Canada's provincial and international boundaries are not typically drawn with this in mind. As a result, water management techniques just bridge the gap between political and physical realities. This task is made all the more difficult in Canada by virtue of divided and somewhat ambiguous constitutional responsibilities for water management between the federal and provincial levels of government.

In Canada governments have dealt with these problems largely by finessing them, and the primary instrument that has been used to this end is the intergovernmental agreement. Despite its prevalence as a political mechanism, the intergovernmental agreement has received little attention as a legal instrument; indeed the precise legal status of many such agreements is open to question. While this legal ambiguity presents advantages in encouraging pragmatic, problem-oriented solutions to resource management problems, it has also discouraged the development of a dialogue on the appropriate weight to be given national and regional interests in water-related issues.

This book suggests that there are forces emerging which may increase the likelihood of "legalization" of such issues, whether at the initiation of governments responding to increased pressure on water resources, or through a more active role by private interests. The study both describes some of the major intergovernmental arrangements dealing with Canadian water management and suggests how such arrangements might be questioned in, and characterized by, Canadian courts.

This is the third of a series of studies resulting from the Institute's Canadian Water Law Project, sponsored by the Donner Canadian Foundation and Environment Canada.

Toxic Water Pollution in Canada: Regulatory Principles for Reduction and Elimination with Emphasis on Canadian Federal and Ontario Law, by Paul Muldoon and Marcia Valiante. 1989. ISBN 0-919269-24-9. 120 pages. $22.00

It is becoming increasingly apparent to scientists, governments, and the public that toxic substances are causing significant harm to Canada's waters. Despite this growing awareness, toxic substances present a difficult regulatory challenge because of their diffuse and diverse sources and their ability to persist in the environment for a long period of time, to accumulate in living organisms, and to cycle through different media. There is an urgent need in Canada for an anticipatory and preventive regulatory strategy that will virtually eliminate the discharges of persistent toxic chemicals into the environment and remediate in-place pollutants.

A review of Canadian federal and Ontario legislation reveals, however, the current regulatory strategies are limited in their ability to protect the nation's waters from the impacts of toxic pollution. Existing regulatory strategies can be strengthened, but new regulatory principles must be developed. This book proposes the development of five general regulatory principles.

The first principle calls for a "cross-media approach" - an approach

which focuses upon developing laws to control pollutants and sources rather than the present sectoral approach which regulates "air quality", "water quality" or land-based sources of pollution separately. Because persistent toxic chemicals often are discharged into one medium, yet travel to another, existing laws may fail to lessen their overall environmental exposure.

The second principle suggests that the primary aim of environmental legislation should be to reduce and to eliminate the creation of pollutants rather than attempting to determine the "acceptable" level or concentration of a given pollutant. The "source reduction" approach is preventive in nature by attempting to move away from processes which produce toxic chemicals and create the hazardous by-products. Flowing from that principle, it is necessary to identify and quantify all sources of toxic pollution so that total environmental loadings or discharges may be reduced over time. To ensure the success of these "load reductions", control programs for direct discharges (such as effluents) and in-direct or non-point sources (such as urban run-off) are imperative. Finally, a holistic or "ecosystem" approach is required to ensure that there is inter-governmental and inter-agency cooperation when more than one government or agency share responsibility for a watershed or other physically defined resource.

These principles, outlined in this book, together represent a regulatory strategy designed to virtually eliminate the discharge of persistent toxic chemicals into the environment.

This is the fourth of a series of studies resulting from the Institute's Canadian Water Law Project, sponsored by the Donner Canadian Foundation and Environment Canada.

How to Order

To order publications please send a cheque payable to "The University of Calgary". Orders from outside Canada please add $2.00 per book. Please send orders to:

Canadian Institute of Resources Law
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Other Publications

The Framework of Water Rights Legislation in Canada, by David R. Percy. 1988. 103 pages. $20.00

Maritime Boundaries and Resource Development: Options for the Beaufort Sea, by Donald R. Rothwell. 1988. 61 pages. $15.00

Classifying Non-operating Interests in Oil and Gas, by Eugene Kuntz (discussion paper). 1988. 28 pages. $10.00

Aboriginal Water Rights in Canada: A Study of Aboriginal Title to Water and Indian Water Rights, by Richard H. Bartlett. 1988. 231 pages. $30.00

A Reference Guide to Mining Legislation in Canada (Second Edition), by Barry Barton, Barbara Roulston, and Nancy Strantz. 1988. 120 pages. $30.00

View on Surface Rights in Alberta, Papers and materials from the Workshop on Surface Rights, presented by the Canadian Institute of Resources Law in Drumheller, April 20-21, 1988 (discussion paper), edited by Barry Barton. 1988. $10.00

Liability for Drilling- and Production-Source Oil Pollution in the Canadian Offshore, by Christian G. Yoder. 1986. 85 pages. $17.00

A Guide to Appearing Before the Surface Rights Board of Alberta (Second Edition), by Barry Barton and Barbara Roulston. 1986. 124 pages. $17.00

Crown Timber Rights in Alberta, by N.D. Bankes. 128 pages. $17.00

The Canadian Regulation of Offshore Installations, by Christian G. Yoder. 1985. 122 pages. $17.00

Oil and Gas Conservation on Canada Lands, by Owen L. Anderson. 1985. 122 pages. $17.00

The Assignment and Registration of Crown Mineral Interests, by N.D. Bankes. 1985. 126 pages. $17.00

Public Disposition of Natural Resources, Essays from the First Banff Conference on Natural Resources Law, Banff, Alberta, edited by Nigel Bankes and J. Owen Saunders. 1984. 366 pages (hardcover). $47.00

Fairness in Environmental and Social Impact Assessment Processes, Proceedings of a Seminar convened by the Canadian Institute of Resources Law and the Federal Environmental Assessment Review Office, edited by Evangeline S. Case, Peter Z.R. Finkle, and Alastair R. Lucas. 1983. 125 pages. $17.00

Canadian Maritime Law and the Offshore: A Primer, by W. Wylie Spicer. 1984. 65 pages. $13.00

The International Legal Context of Petrol Operations in Arctic Waters, by Ian Townsend Gault. 1983. 76 pages. $9.00

Canadian Electricity Exports: Legal and Regulatory Constraints, by Alastair R. Lucas and J. Owen Saunders. 1983. 40 pages. $9.50

Acid Precipitation in North America: The Case for Transboundary Cooperation, by Douglas M. Johnston and Peter Finkle. 1983. 70 pages. $10.00

Petroleum Operations on the Canadian Continental Margin - The Legal Issues in a Modern Perspective, by Ian Townsend Gault. 1983. 120 pages. $10.00

Environmental Law in the 1980s: A New Beginning, Proceedings of a Colloquium, edited by Peter Z.R. Finkle and Alastair R. Lucas. 1981. 233 pages. $15.50

Environmental Regulation - Its Impact on Major Oil and Gas Projects: Oil Sands and Arctic, by C.D. Hunt and A.R. Lucas. 1980. 168 pages. $12.95

Resources: The Newsletter of the Canadian Institute of Resources Law Quarterly. Free

Outside Publications

Trading Canada's Natural Resources, Essays from the Third Banff Conference on Natural Resources Law, edited by J. Owen Saunders. (Carswell Legal Publications, 1987), 374 pages (hardcover). $75.00

Managing Natural Resources in a Federal State, Essays from the Second Banff Conference on Natural Resources Law, edited by J. Owen Saunders. (Carswell Legal Publications, 1986), 372 pages (hardcover). $70.00

Both of these books are available from: Carswell Legal Publications, 330 Midland Avenue, Agincourt, Ontario M1S 1P7 or toll-free 1-800-387-5164.

Canada Energy Law Service a five volume looseleaf service which provides a guide to the energy tribunals of the western provinces, Ontario, Quebec, and Canada. For each tribunal considered there is a commentary, a collection of legislation, and a digest of board decisions and applicable judicial cases. It is available from: Richard De Boo Publishers, 81 Curlew Drive, Don Mills, Ontario, M3A 3P7. For more information you can call toll-free 1-800-387-0142 (Ontario and Quebec) or 1-800-268-7625 (other provinces, including area code 807).

Institute News

New Research Associate

The Institute has a new Research Associate. Susan Blackman, a student research assistant at the Institute in 1986 and 1987, recently rejoined the staff as a Research Associate after completing her LL.M. degree at the University of British Columbia. She also holds a Bachelor of Science degree (biology) from the University of Waterloo and an LL.B. from The University of Calgary.

Ms. Blackman's past research projects include studies on: environmental mediation, conservation of agricultural land, international trade law, and interpretation of the 1982 resource amendment to the Constitution. She is co-author of a forthcoming Institute book on water exports. Currently, her particular areas of interest are environmental law, problems of resource management in a federal framework, and computerization of the law. She will carry out work on the *Canada Energy Law Service* and governmental agreements.

Presentations and Outside Publications

- Two recent free trade books include chapters written by Research Associate Owen Saunders. "The Canadian Resource Sector: Some Implications of the Free Trade Agreement" was published in *Trade-offs on Free Trade: The Canada-U.S. Free Trade Agreement* (Carswell, 1988) while "The Free Trade Agreement and Water Exports: A Legal Perspective" appears in *Water and Free Trade* (Lorimer, 1988).

- An article by Constance Hunt on "The Offshore Petroleum Regimes of Canada and Australia: Some Comparative Observations" was published in a recent issue of the Australian Mining and Petroleum Law Association's *AMPLA Bulletin*. She has several other articles in press.

- Research Associate Barry Barton presented a paper on "Water Rights in Alberta" at the Canadian Institute conference on "Western Canadian Environmental Law and Practice: Coming Clean on the Legal and Business Issues".

- Owen Saunders spoke on the application of international law in Canada at a meeting of the Constitutional and International subsection of the Calgary branch of the Canadian Bar Association.

- In November, Owen Saunders participated in a Toronto workshop to advise the Ontario government on the implications of free trade for water export legislation. The workshop was organized by the Rawson Academy of Aquatic Science.

- Constance Hunt was one of two Canadians who sat on the United States National Research Council's Polar Research Board Committee on Arctic Social Science. The Committee presented its draft report at the 1988 Arctic Science Conference in Fairbanks, Alaska in October.

- Owen Saunders spoke on "Water and Free Trade" at a meeting of the Financial Executives Institute in October. He presented a talk on "Free Trade and Resources" to lawyers at the Calgary firm Atkinson McMahon.

Mining Law Project Sponsors

Osler, Hoskin & Harcourt and Uranerz Exploration & Mining Ltd. recently became sponsors of the Institute's Canadian Mining Law Project. The two-year $143,000 research project will result in a one-volume manuscript on mining law, focusing on mineral title. The project will cover mining legislation in all provinces and territories, as well as federally.

The following is a complete list of project sponsors to date: American Barrick Resources Corporation, Angus McClellan and Rubenstein, BP Canada, Cominco Ltd., Davis and Company, Falconbridge Limited, Fasken Martineau Walker, Hudson Bay Mining and Smelting, International Corona Resources Ltd., LAC Minerals Ltd., Lawson Lundell Lawson & MacIntosh, Noranda Minerals Inc., Northgate Exploration Limited, Osler Hoskin & Harcourt, Uranerz Exploration & Mining Ltd., James Wade Engineering Ltd., the Foundation for Legal Research, the Rocky Mountain Mineral Law Foundation, and the law foundations of Alberta, British Columbia, New Brunswick, the Northwest Territories, Ontario and Saskatchewan. Additional sponsors will be announced in future issues of *Resources*.

Oil and Gas Project Sponsors

The Institute has entered the final phase of its Oil and Gas Law on Canada Lands Project, which will result in the publication of two additional books - *Management of Offshore Petroleum in Canada and Australia* and *The Impact of the Inuvialuit Final Agreement on Oil and Gas Activities North of 60°*.

The following companies have recently pledged their support for the final phase of the project: Chevron Canada Resources, Gulf Canada Resources Limited, Home Oil Company Limited, Husky Oil Operations Ltd., Mobil Oil Canada Ltd., Petro-Canada Inc., and Shell Canada Limited. Additional sponsors will be announced in future issues of *Resources*.

Sponsorship Information

Companies, firms, and foundations interested in obtaining information about sponsorship of an Institute project (Canadian Mining Law Project, Oil and Gas on Canada Lands Project) or conference (Institute Conference on Natural Resources Law, "The Legal Challenge of Sustainable Development") may contact the Institute's Executive Director at (403) 220-3200 or write to: Canadian Institute of Resources Law, 430 Bio Sciences Building, The University of Calgary, Calgary, Alberta T2N 1N4. All donations are tax-deductible, and sponsors are acknowledged in a variety of Institute publications.

Recent Visitors

Richard Cullen, Faculty of Law, Monash University, Melbourne, Australia

Steven A. Kennett, LL.M. candidate, Queen's University, Kingston, Ontario

Murray Rankin, Faculty of Law, University of Victoria, British Columbia

Campbell Sharman, Political Science Department, MacQuarrie University, Australia

Ted Schlapfer, Graduate School of Professional Studies, Lewis and Clark College, Portland, Oregon

Tom G. Svensson, Chief Curator, Ethnographic Museum, University of Oslo, Norway

4th Biennial Conference on Natural Resources Law/
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- An Emerging Law of the Atmosphere
- An Ecosystems Approach to Great Lakes Management
- A Legal Perspective on the Nuclear Option
- Implications of Energy Regulations for Sustainable Development
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- *Comment décider si les développements sont économiquement viables*
- *Structuration du système fiscal pour un développement viable*
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Resources
No. 25 Winter 1989

Resources is the newsletter of the Canadian Institute of Resources Law. Published quarterly, the newsletter's purpose is to provide timely comments on current resources law issues and to give information about Institute publications and programs. The opinions presented are those of the authors and do not necessarily reflect the views of the Institute. Resources is mailed free of charge to more than 6,000 subscribers throughout the world. (International Standard Serial Number 0714-5918) *Editor*: Theresa Goulet

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The Canadian Institute of Resources Law was established in 1979 to undertake research, education, and publication on the law relating to Canada's renewable and non-renewable resources. Funding for the Institute is provided by the Government of Alberta, the Government of Canada, the Alberta Law Foundation, other foundations, and the private sector. Donations to proje and the Resources Law Endowment Fund are tax deductible.

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