

# Anishinabek Nation Governance

## FRAMEWORK AGREEMENT WITH RESPECT TO GOVERNANCE

November 26, 1998

### *Between*

The Anishinabek Nation as represented by the  
Grand Council Chief of the Anishinabek Nation/President of the Union of Ontario Indians  
hereinafter referred to as the Anishinabek Nation

### *And*

Her Majesty the Queen in Right of Canada  
as represented by the Minister of Indian Affairs and Northern Development  
hereinafter referred to as Canada

***Whereas* the Anishinabek Nation asserts that, as aboriginal people of the Ojibway/Chippewa, Odawa, Potawatomi, Algonquin, Delaware and Mississauga Tribal Nations, it possesses a shared sense of aboriginal identity and is united through historic origin, values, language, traditions and culture; and**

***Whereas* the Anishinabek Nation asserts that its Tribal Nations maintained self-sufficient governments with sustainable economies, distinctive languages, powerful spirituality, and diverse cultures within a defined territory which pre-existed the establishment of Canada and that these Tribal Nations continue to exist; and**

***Whereas* the special and historic relationship between aboriginal peoples and Canada is evidenced by, among other things, the treaties which were entered into between aboriginal peoples and Canada, as well as the Constitution of Canada; and**

***Whereas* the existing aboriginal and treaty rights of the aboriginal peoples of Canada are recognized and affirmed by section 35 of the Constitution Act, 1982; and**

***Whereas* the Anishinabek Nation asserts that it has an inherent right of self-government and that the restoration and exercise of Anishinabek jurisdiction is the primary goal of its overall self-government negotiations; and**

***Whereas* Canada recognizes the inherent right of self-government as an existing aboriginal right within section 35 of the Constitution Act, 1982; and**

***Whereas* the parties acknowledge that an assertion by one party is an expression of that party's position and does not represent acceptance of that position by other parties to the negotiations; and**

**Whereas** the parties agree that this negotiation is not intended to determine any aboriginal rights of the Anishinabek Nation; and

**Whereas** the parties agree to negotiate a practical and workable self-government arrangement for the exercise of jurisdiction with respect to governance by the Anishinabek Nation; and

**Whereas** the parties shall engage in negotiations for the purpose of supporting viable First Nation governments with law-making powers with respect to governance.

Now therefore it is agreed:

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## **1.0 DEFINITIONS**

**In this Framework Agreement:**

**“Agreement-in-Principle”** means an agreement between the parties which establishes the terms and conditions pursuant to which the parties shall negotiate the Final Agreement.

**“Anishinabek Nation”** means the member First Nations as set out in Appendix A.

**“Anishinabek Territory”** means the territory over which Anishinabek jurisdiction pursuant to the Final Agreement will be exercised.

**“Final Agreement”** means an agreement between the parties, based on the Agreement-in-Principle, with respect to the governance structures and authorities of the Anishinabek Nation government.

**“Framework Agreement”** means this agreement.

**“Governance”** means the structures, procedures and powers through which the Anishinabek Nation will exercise jurisdiction and authority.

**“Minister”** means the Minister of Indian Affairs and Northern Development on behalf of the Crown in Right of Canada.

**“Ontario”** means Her Majesty the Queen in Right of Ontario.

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## **2.0 PARTIES**

- 2.1 The parties to this Framework Agreement are the Anishinabek Nation and Canada.**
- 2.2 The parties agree that the position of Canada is that the Province of Ontario must be a party to the Agreement-in-Principle and the Final Agreement on Governance in areas of jurisdiction normally exercised by the Province of Ontario or in the negotiations of any matter that affect the province's interest.**
- 2.3 In the event that the Province of Ontario declines to enter into this self-government negotiation, the parties affirm their intention to achieve a Final Agreement within the scope of jurisdiction exercised by the federal government.**
- 2.4 The parties will make every reasonable effort to ensure the full participation of Ontario as a party to the Agreement-in-Principle and the Final Agreement.**

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## **3.0 PURPOSE AND GOAL**

- 3.1 The purpose of the Framework Agreement is to guide the conduct of self-government negotiations on governance and to establish the agenda, process, time frames and scope of the negotiations in order to complete an Agreement-in-Principle and Final Agreement.**
- 3.2 The goal of the parties is to conclude a Final Agreement that will:**
- (1) establish the structures, procedures and powers through which the Anishinabek Nation will exercise jurisdiction and authority; and**
  - (2) as a minimum, identify subject matters for future jurisdictional negotiation.**

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## **4.0 NEGOTIATION PRINCIPLES**

- 4.1 The parties agree that in the negotiations of the Agreement-in-Principle and the Final Agreement they will:**
- (1) negotiate in good faith;**
  - (2) provide, in a timely manner, policy, research, program information and documentation that may be relevant, except that the parties are not required to disclose any information that they are required to withhold under the exercise of any privilege or any federal law;**
  - (3) jointly undertake to seek ways and means to address the resource requirements in order to ensure each party effectively participates in this negotiation; and**
  - (4) make every reasonable effort to build consensus and to focus the negotiations on common interests;**
- 4.2 It is agreed that Canada and the Anishinabek Nation will participate as full and equal partners in this negotiation and, in doing so, will establish a government-to-government relationship between the parties within the framework of the Constitution of Canada.**
- 4.3 It is recognized that the exercise of Anishinabek jurisdiction in the area of governance may be at either the First Nation level or with the Anishinabek Nation.**
- 4.4 Each party shall participate in the determination of the human, technical and financial resources required to support this negotiation.**
- 4.5 It is agreed that negotiations shall be based on the principle of mutual respect.**
- 4.6 The parties agree that these negotiations are not intended to affect adversely any other self-government negotiation or initiative, including land claims, of any First Nation or group of First Nations, nor shall the negotiations prejudice the rights of any First Nation or group of First Nations who choose not to be included in the Final Agreement.**
- 4.7 The parties agree to consider any overlapping governance issues with other First Nation groups.**

- 4.8** Nothing in this Framework Agreement is intended to abrogate or derogate from existing aboriginal or treaty rights of the aboriginal people of the Anishinabek Nation as recognized and affirmed by section 35 of the Constitution Act, 1982.

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**5.0** SCOPE OF NEGOTIATIONS

- 5.1** The scope of the negotiations shall focus on matters which may include, but are not limited to:

- (1) the following aspects of governance:
  - (a) membership;
  - (b) selection of leaders;
  - (c) the process for the exercise of law-making authority;
  - (d) accountability of leaders to their members; and
  - (e) rights of appeal and redress.
- (2) structures and procedures of government;
- (3) legal status and capacity;
- (4) fiscal relations; and
- (5) community consultation.

- 5.2** The parties shall define and develop the process for approval of the Agreement-in-Principle.

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**6.0** NEGOTIATION PROCESS

- 6.1** Each party shall appoint a negotiator with a mandate to negotiate the matters set out in this agreement.
- 6.2** The negotiators shall be jointly responsible for the conduct of the negotiations.
- 6.3** Negotiations will be conducted at a main negotiation table.
- 6.4** The parties may establish sub-committees with terms of reference as agreed by the parties.
- 6.5** The parties recognize the need, from time to time, for negotiators to seek and/or affirm internal policy direction or mandates during the course of negotiations. Each party shall determine its own process for internal policy review and development, but undertakes not to delay unduly the negotiations.

- 6.6** The parties recognize that the scope of negotiations set out in section 5.0 is not exhaustive, and it may be necessary to address other issues in the Agreement-in-Principle. The scope of the negotiations may be amended by mutual agreement of the parties.

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**7.0** WORK PLAN

- 7.1** The negotiators will jointly develop a detailed work plan, including, among other things, a negotiation schedule, target dates, outputs and a budget.
- 7.2** The negotiators may agree in writing to adjust the work plan as required.

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**8.0** INTERPRETATION

- 8.1** This Framework Agreement is not a treaty.
- 8.2** This Framework Agreement does not create any legal obligations which are binding on the parties. Any legal obligations will be set out in the Final Agreement.
- 8.3** This Framework Agreement shall not prevent the members of the Anishinabek Nation from enjoying the same rights, privileges and benefits as are enjoyed by other citizens of Canada.
- 8.4** This Framework Agreement, the Agreement-in-Principle and the Final Agreement shall not preclude the Anishinabek Nation, its member First Nations or their organizations from participating in or benefiting from federal programs, federally-sponsored programs, or enhancements to these programs, in accordance with general criteria established from time to time, until such time as the Anishinabek Nation has assumed responsibility for those programs or public services under a fiscal financing agreement.

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**9.0** FUNDING

- 9.1** Canada will provide funding to the Union of Ontario Indians on behalf of the Anishinabek Nation in support of negotiations leading to an Agreement-in-Principle and a Final Agreement by means of a separate funding agreement that reflects milestones and reporting requirements as mutually agreed.

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**10.0 DISPUTE RESOLUTION**

- 10.1** The parties shall develop a mechanism for resolving disputes which may arise during the negotiations of the Agreement-in-Principle and the Final Agreement.
- 10.2** The parties shall develop a mechanism for resolving disputes which may arise after the Final Agreement has been signed.

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**11.0 COMMUNICATIONS AND COMMUNITY CONSULTATION PLAN**

- 11.1** The parties shall develop a communication and community consultation plan as part of the work plan.

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**12.0 APPROVAL OF THIS AGREEMENT**

- 12.1** The negotiators shall signify their intention to recommend this agreement to the parties for their approval by initialling this agreement.
- 12.2** The Grand Council Chief of the Anishinabek Nation/President of the Union of Ontario Indians is authorized to sign this agreement on behalf of the Anishinabek Nation after it has been approved by the member First Nations.
- 12.3** The Minister is authorized to sign this agreement on behalf of Canada

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**13.0 TERMINATION OF AGREEMENTS**

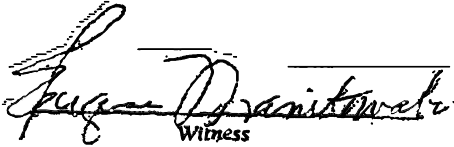
- 13.1** The parties are committed to the successful conclusion of the negotiations as set out in this agreement and shall exercise their best efforts to ensure the negotiations are concluded for the purposes set out in section 3.0.
- 13.2** Either party may terminate or suspend the negotiations by providing at least thirty (30) days notice in writing. The written notice shall specify the following:
- the reason for the termination or suspension; and
  - the effective date of the termination or suspension.

13.3 The parties agree to review any termination or suspension of negotiations within ninety (90) days of the date of the termination or suspension, or within a longer period where agreed to by the parties. This review would, among other things, respect milestones achieved as of the date of the termination or suspension. The parties agree to exercise their best efforts toward the resumption of negotiations.

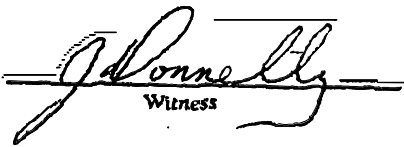
14.0 AMENDMENT

14.1 This agreement may be amended by the parties in writing.

In witness whereof, the parties hereby execute this agreement this 26th day of November, 1998.

  
Witness

  
Grand Council Chief  
Anishinabek Nation/President,  
Union of Ontario Indians

  
Witness

  
for Minister, Indian Affairs and  
Northern Development



## APPENDIX A

### MEMBER FIRST NATIONS OF THE ANISHINABEK NATION

The member First Nations of the Anishinabek Nation are as follows:

Algonquins of Golden Lake  
Chippewas of Georgina Island  
Chippewas of Kettle & Stony Point  
Chippewas of Sarnia  
Chippewas of the Thames  
Dokis First Nation  
Fort William First Nation  
Gull Bay First Nation  
Henvey Inlet First Nation  
Lake Helen First Nation (Red Rock Band)  
Long Lac #58 First Nation  
Magnetawan First Nation  
Michipicoten First Nation  
Mississauga #8 First Nation  
Munsee-Delaware  
Nipissing First Nation  
Ojibways of Garden River

Ojibways of Pic River  
Ojibways of Sucker Creek  
Pays Plat First Nation  
Pic Mobert First Nation  
Rocky Bay First Nation  
Sagamok Anishnawbek  
Serpent River First Nation  
Sheguiandah First Nation  
Sheshegwaning First Nation  
Thessalon First Nation  
Wahnapiatae First Nation  
Wasauksing First Nation  
West Bay First Nation  
Whitefish Lake First Nation  
Whitefish River First Nation (Birch Island)  
Wikwemikong Unceded First Nation  
Zhiibaahaasing First Nation (Cockburn Island)