

TRIPARTITE AGREEMENT-IN-PRINCIPLE

This Agreement, made in triplicate, as at the 22nd day of January, 2001

AMONG:

THE MEADOW LAKE FIRST NATIONS

**(BIRCH NARROWS DENE NATION, BUFFALO RIVER DENE NATION,
CANOE LAKE CREE NATION, CLEARWATER RIVER DENE NATION,
ENGLISH RIVER FIRST NATION, FLYING DUST FIRST NATION,
ISLAND LAKE FIRST NATION, MAKWA SAHGAIEHCAN FIRST NATION,
AND WATERHEN LAKE FIRST NATION)**

**as represented individually by their respective Chiefs and as represented collectively by the
Meadow Lake Tribal Council, through the Tribal Council Chief and
Tribal Council Vice Chiefs**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA,
as represented by the Minister of Indian Affairs and
Northern Development**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF
SASKATCHEWAN,
as represented by the Premier of Saskatchewan**

TABLE OF CONTENTS

Preamble 2

1.0 Definitions 4

2.0 Purpose of this Agreement 4

3.0 Purpose of a Tripartite Final Agreement 4

4.0 Recognition by Saskatchewan 5

5.0 Jurisdiction of the MLFNs and the Applicability of Federal and
Provincial Laws 6

6.0 Legal Measures to be recommended by Canada and Saskatchewan 8

7.0 Approval and Effect of this Agreement 9

8.0 Approval and Coming into Effect of a Tripartite Final Agreement 9

9.0 General Protection of Rights and Remedies 10

10.0 Relationship of Tripartite Final Agreement to existing aboriginal rights 11

11.0 Amendments to Final Agreement 11

12.0 Commitment to Negotiations on MLFN Jurisdictions 11

13.0 MLFN Constitutions and MLTC Constitution 12

14.0 Harmonization of Laws, Programs, Services and Standards 12

15.0 Environmental Assessment 14

16.0 MLFN decisions on Governance that impact on the Government-to-
Government relationship between the Parties 15

17.0 Access to MLFN Lands 16

18.0 Liability and Indemnity 17

19.0 Dispute Resolution 17

20.0 Role of Saskatchewan in implementation 18

21.0 Financial obligations of Saskatchewan 19

22.0 Traditional Territories and Non-Resident Citizens. 19

 22.01 General Acknowledgments with respect to Traditional Territories 19

 22.02 General Acknowledgments with respect to Non-Resident Citizens ... 20

 22.03 Parties may have different views 20

 22.04 Matters not dealt with at the time a Final Agreement and Tripartite
 Final Agreement comes into effect 22

 22.05 Commitment to Negotiations 22

 22.06 Matters to be immediately addressed 23

 22.07 Parties to seek approval 24

 22.08 No legal obligations created 24

 22.09 Funding to the MLFNs for the purposes of the negotiations 24

 22.10 Non-Resident Citizens to be involved 25

22.11 Negotiations will not impact on existing interests 25

22.12 Involvement of Third Parties 25

22.13 Negotiations without prejudice to MLFNs negotiating with other
provinces 25

22.14 New land use transactions in determined geographic area while
negotiations are underway 26

23.0 Amendment of a Tripartite Final Agreement 26

24.0 Miscellaneous Matters 27

25.0 Participation by Saskatchewan in Negotiations 27

26.0 Limits on recourse 27

27.0 Language of the Tripartite Final Agreement 28

TABLE OF CONTENTS

Preamble 2

1.0 Definitions 4

2.0 Purpose of this Agreement 4

3.0 Purpose of a Tripartite Final Agreement 4

4.0 Recognition by Saskatchewan 5

5.0 Jurisdiction of the MLFNs and the Applicability of Federal and
Provincial Laws 6

6.0 Legal Measures to be recommended by Canada and Saskatchewan 8

7.0 Approval and Effect of this Agreement 9

8.0 Approval and Coming into Effect of a Tripartite Final Agreement 9

9.0 General Protection of Rights and Remedies 10

10.0 Relationship of Tripartite Final Agreement to existing aboriginal rights 11

11.0 Amendments to Final Agreement 11

12.0 Commitment to Negotiations on MLFN Jurisdictions 11

13.0 MLFN Constitutions and MLTC Constitution 12

14.0 Harmonization of Laws, Programs, Services and Standards 12

15.0 Environmental Assessment 14

16.0 MLFN decisions on Governance that impact on the Government-to-
Government relationship between the Parties 15

17.0 Access to MLFN Lands 16

18.0 Liability and Indemnity 17

19.0 Dispute Resolution 17

20.0 Role of Saskatchewan in implementation 18

21.0 Financial obligations of Saskatchewan 19

22.0 Traditional Territories and Non-Resident Citizens. 19

 22.01 General Acknowledgments with respect to Traditional Territories 19

 22.02 General Acknowledgments with respect to Non-Resident Citizens ... 20

 22.03 Parties may have different views 20

 22.04 Matters not dealt with at the time a Final Agreement and Tripartite
 Final Agreement comes into effect 22

 22.05 Commitment to Negotiations 22

 22.06 Matters to be immediately addressed 23

 22.07 Parties to seek approval 24

 22.08 No legal obligations created 24

 22.09 Funding to the MLFNs for the purposes of the negotiations 24

 22.10 Non-Resident Citizens to be involved 25

22.11 Negotiations will not impact on existing interests 25

22.12 Involvement of Third Parties 25

22.13 Negotiations without prejudice to MLFNs negotiating with other
provinces 25

22.14 New land use transactions in determined geographic area while
negotiations are underway 26

23.0 Amendment of a Tripartite Final Agreement 26

24.0 Miscellaneous Matters 27

25.0 Participation by Saskatchewan in Negotiations 27

26.0 Limits on recourse 27

27.0 Language of the Tripartite Final Agreement 28

PREAMBLE

WHEREAS:

- A. Subsection 35(1) of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;
- B. The Members of each MLFN are descendant from Indian nations that historically had their own forms of government;
- C. The Members of each MLFN are descendant from Indian nations that executed or adhered to Treaty No. 6, 8 or 10 with the Crown;
- D. The MLFNs have a special relationship with Canada which is grounded in the unique history of the Indian people with the Crown and reflected in Treaties No. 6, 8 and 10, subsection 91(24) of the *Constitution Act, 1867* and sections 25 and 35 of the *Constitution Act, 1982*;
- E. The Government of Canada recognizes the inherent right of self government is an existing aboriginal right within the meaning of subsection 35(1) of the *Constitution Act, 1982*;
- F. The MLFNs/MLTC and Canada intend by a Final Agreement to set out arrangements consistent with the recognition that the inherent right of self-government is an existing aboriginal right within the meaning of subsection 35(1) of the *Constitution Act, 1982*, without taking any positions with respect to how an inherent right of self government may ultimately be defined at law;
- G. The MLFNs/MLTC and Canada have entered into the Comprehensive Agreement-in-Principle on the same date as this Agreement;
- H. The MLFNs/MLTC and Canada anticipate that there will be continuing negotiations between them with the shared objective of concluding a Final Agreement;
- I. As reflected in a memorandum of understanding dated October 30, 1996 between the MLFNs/MLTC and Saskatchewan, Saskatchewan recognizes the inherent right of the MLFNs to govern themselves within the Canadian Constitution;

- J. By that memorandum of understanding, the MLFNs/MLTC and Saskatchewan further agreed to the participation by Saskatchewan in the negotiations between the MLFNs/MLTC and Canada relating to the Comprehensive Agreement-in-Principle to identify and discuss issues of concern to Saskatchewan and to secure Saskatchewan's involvement, in an appropriate manner, in the negotiation of a Final Agreement and to facilitate the recognition and implementation of MLFN government arrangements;
- K. While the primary relationship is, and will continue to be, between a MLFN and Canada, there will also be an ongoing government-to-government relationship, as well as a continuation of a day to day working relationship, between that MLFN and Saskatchewan;
- L. A Tripartite Final Agreement will respect Treaties No. 6, 8 and 10;
- M. A Tripartite Final Agreement will be further negotiated within the context of and will respect and build upon the special relationship between the MLFNs and Canada;
- N. A Tripartite Final Agreement will reflect and provide for government-to-government relationships among the Parties, or between any two of them, within the framework of the Canadian Constitution; and
- O. The Parties are entering into this Agreement to establish the basis for continuing negotiations between them with the shared objective of concluding a Tripartite Final Agreement.

NOW THEREFORE the Parties agree as follows:

1.0 Definitions

1.01 In this Agreement:

- (a) words and phrases with specific meanings have been identified in the text by the capitalization of the first letter of the words or the first letter of each word in phrases; and
- (b) except as provided in Section 1.02, words and phrases with specific meanings have the same meaning as the meanings of the same words and phrases when defined in the Comprehensive Agreement-in-Principle.

1.02 In this Agreement:

- (a) **“Agreement”** means this Agreement;
- (b) **“Comprehensive Agreement-in-Principle”** means the agreement between the MLFNs/MLTC and Canada entered into on the same date as this Agreement;
- (c) **“Party”** means a party to this Agreement; and
- (d) **“Tripartite Final Agreement”** means an agreement between the Parties which will be based upon this Agreement.

2.0 Purpose of this Agreement

2.01 The Parties have negotiated this Agreement to establish the basis for continuing negotiations among them with the shared objective of concluding a Tripartite Final Agreement.

3.0 Purpose of a Tripartite Final Agreement

3.01 A Tripartite Final Agreement will provide for recognition by Saskatchewan of, and concurrence by Saskatchewan with, the MLFN government arrangements to be provided for in a Final Agreement.

3.02 A Tripartite Final Agreement will reflect and provide for government-to-government relationships among the Parties, and between any two of them, within the framework of the Canadian Constitution.

4.0 Recognition by Saskatchewan

4.01 Without limiting Section 3.01, a Tripartite Final Agreement will provide for the recognition by Saskatchewan of:

- (a) the government of each MLFN; and
- (b) MLTC as a regional level of MLFN Government.

4.02 Notwithstanding Paragraph 4.01(b):

- (a) the designation of MLTC as a regional level of MLFN Government is a political decision by the MLFNs in accordance with and governed by the provisions of the MLFN Constitutions and the MLTC Constitution; and
- (b) the designation of MLTC as a regional level of MLFN Government referred to in Paragraph (a) does not in and of itself, constitutionally or otherwise protect MLTC:
 - (i) as a continuing regional level of MLFN Government, representing the collective interests of the MLFNs ; or
 - (ii) from dissolution by the MLFNsin accordance with the MLTC Constitution.

4.03 Without limiting section 3.01, the Tripartite Final Agreement will provide for:

- (a) the recognition by Saskatchewan that each MLFN is a separate and distinct legal entity with the capacities, rights, powers and privileges of a natural person;
- (b) the concurrence by Saskatchewan that the capacities, rights, powers and privileges of a MLFN will be exercised by and through a MLFN Government; and

- (c) without limiting Paragraphs (a) and (b), the recognition and concurrence by Saskatchewan that a MLFN Government, including, to the extent provided for in the MLTC Constitution, MLTC, may exercise:
 - (i) the capacities of a MLFN for purposes that are reasonably incidental to the rights, powers and privileges of that MLFN; and
 - (ii) any capacities of a MLFN, other than the capacities referred to in Paragraph (a), that may be identified in a Final Agreement, as contemplated in Sections 8.02 and 8.03 of the Comprehensive Agreement-in-Principle.

5.0 Jurisdiction of the MLFNs and the Applicability of Federal and Provincial Laws

5.01 Without limiting Section 3.01, a Tripartite Final Agreement will provide for:

- (a) the recognition by Saskatchewan of the Jurisdiction of a MLFN, to the extent provided for in that Final Agreement;
- (b) the recognition by Saskatchewan that the Jurisdiction of a MLFN, will vest in that MLFN;
- (c) the concurrence by Saskatchewan that a MLFN will exercise Jurisdiction through:
 - (i) a MLFN Government; or
 - (ii) another government, whether a First Nations government or not, in accordance with a delegation of Jurisdiction to it by a MLFN Government in accordance with the MLFN Constitution and, where appropriate, the MLTC Constitution and as provided for in a Final Agreement;
- (d) the concurrence by Saskatchewan that the Jurisdiction of a MLFN, is exercisable on MLFN Lands, except as provided for in that Final Agreement or any other agreement among the Parties; and

- (e) subject to Paragraph (d), and unless otherwise provided in a Final Agreement, the concurrence by Saskatchewan that the Jurisdiction of a MLFN may be exercised in respect of:
 - (i) MLFN Citizens who are Ordinarily Resident on MLFN Lands;
 - (ii) Non-Resident Citizens on MLFN Lands;
 - (iii) non-MLFN Citizens on MLFN Lands; and
 - (iv) any corporation, partnership, joint venture or other entity which does business or is otherwise present on MLFN Lands.

5.02 Without limiting Section 3.01, a Tripartite Final Agreement will provide for the concurrence by Saskatchewan that, subject to any applicable federal and provincial laws, a MLFN Government may:

- (a) make programs or services available to; or
- (b) operate facilities and institutions for

MLFN Citizens whether or not they are Ordinarily Resident on MLFN Lands.

5.03 Without limiting Section 3.01, the Tripartite Final Agreement will provide for the concurrence by Saskatchewan:

- (a) that, subject to Paragraph (b), any valid and applicable federal and provincial laws that apply to a MLFN, MLFN Lands or to MLFN Citizens and non-MLFN Citizens on MLFN Lands will continue to apply following a Final Agreement coming into effect;
- (b) that where a MLFN enacts a MLFN Law, any valid and applicable federal and provincial laws in respect of the subject area to which that MLFN Law relates that would otherwise apply to the MLFN, MLFN Lands or to MLFN Citizens and non-MLFN Citizens on MLFN Lands will continue to apply except as provided for in a Final Agreement; and
- (c) with the manner in which a Final Agreement provides for the resolution of Inconsistencies or Conflicts between a MLFN Law and any valid and applicable federal or provincial law.

6.0 Legal Measures to be recommended by Canada and Saskatchewan

- 6.01 It is anticipated that Canada will recommend legislation to the Parliament of Canada, and undertake any other legal measures, necessary to give legal effect to a Final Agreement.
- 6.02 It is anticipated that Saskatchewan will recommend legislation to the Legislative Assembly of Saskatchewan, and undertake any other legal measures, necessary to give legal effect to a Final Agreement where either:
- (a) the Parties agree that legislation or other legal measures are necessary or desirable for that purpose; or
 - (b) a court of competent jurisdiction determines that a Final Agreement or any provision of a Final Agreement is not legally effective as a result of legislation, or other legal measures, that are or were required by Saskatchewan.
- 6.03 Prior to the form and content of a Final Agreement and a Tripartite Final Agreement being concluded by the negotiators for the Parties, the Parties will explore and consider the legislation or other legal measures that may be required by Canada and Saskatchewan respectively to ensure that a Final Agreement is legally effective.
- 6.04 Where the Parties agree it is necessary or desirable, or a court of competent jurisdiction determines it is required, that the Legislative Assembly of Saskatchewan enact legislation to give legal effect to a Final Agreement, Saskatchewan will consult with and involve the MLFNs/MLTC and Canada during the drafting of that legislation.
- 6.05 The provisions of a Final Agreement relating to the consultation with and involvement of the MLFNs/MLTC and Saskatchewan during the drafting of the federal legislation referred to in Section 6.01, will apply to the consultation by Saskatchewan with and involvement of the MLFNs/MLTC and Canada referred to in Section 6.04, with necessary modifications.
- 6.06 Where the Parties agree it is necessary or desirable, or a court of competent jurisdiction determines it is required, that Saskatchewan undertake legal measures to give legal effect to a Final Agreement, other than by means of the Legislative Assembly of Saskatchewan enacting legislation, Saskatchewan will advise, consult with and involve, as appropriate, the MLFNs/MLTC and Canada.
- 6.07 Saskatchewan will advise, consult and involve, as appropriate, the MLFNs/MLTC and Canada with respect to any legal measures referred to in Section 6.06.

7.0 Approval and Effect of this Agreement

7.01 This Agreement has been approved:

- (a) by each MLFN, by resolution of the Council of that MLFN duly passed at a properly constituted meeting of the Council, following informal consultation with the Members of that MLFN;
- (b) by MLTC, following the approval of this Agreement by the MLFNs in accordance with Paragraph (a), by a resolution of the Executive of MLTC duly passed at a properly constituted meeting;
- (c) by Canada, having been signed by a minister authorized to do so by Cabinet; and
- (d) by Saskatchewan, having been signed by a minister authorized to do so by Cabinet.

7.02 This Agreement does not create enforceable legal obligations among the Parties.

8.0 Approval and Coming into Effect of a Tripartite Final Agreement

8.01 A Tripartite Final Agreement will not be executed until it has been approved by each of the Parties.

8.02 Each MLFN and MLTC will seek approval of the Tripartite Final Agreement at the same time and in the same manner as provided for the approval of a Final Agreement with necessary modifications.

8.03 Canada will seek approval of a Tripartite Final Agreement at the same time and in the same manner as it seeks authority to enter into the Final Agreement.

8.04 Saskatchewan will seek approval of a Tripartite Final Agreement upon the MLFNs and MLTC approving that Tripartite Final Agreement in accordance with Section 8.02.

8.05 A Tripartite Final Agreement will be executed at the same time as a Final Agreement.

8.06 A Tripartite Final Agreement will come into effect at the same time as the Final Agreement comes into effect.

8.07 A Tripartite Final Agreement will not create legal obligations among the Parties until it has come into effect.

9.0 General Protection of Rights and Remedies

- 9.01 A Tripartite Final Agreement will provide for the protection of the ability of a Party to pursue any lawful process or remedy against or with another Party in respect of any matter, including any matter relating to:
- (a) aboriginal rights or treaty rights of a MLFN or the Members of a MLFN;
 - (b) the Traditional Territory of a MLFN; and
 - (c) Non-Resident Citizens.
- 9.02 Section 9.01 is subject to any provision of a Final Agreement relating to:
- (a) the desire of a MLFN to exercise Jurisdiction in a subject area other than a subject area in respect of which the Jurisdiction of that MLFN is recognized in accordance with that Final Agreement;
 - (b) the manner in which disputes between and among the Parties that the Parties have agreed are to be resolved in accordance with a Tripartite Final Agreement; and
 - (c) future negotiations to be undertaken by the Parties following a Final Agreement and a Tripartite Final Agreement coming into effect.
- 9.03 Prior to the form and content of a Tripartite Final Agreement being concluded by the negotiators for the Parties, issues relating to any outstanding litigation among the Parties or between any two of them will be reviewed by the parties to that litigation.
- 9.04 The Parties acknowledge that a Comprehensive Agreement-in-Principle and this Agreement will not prejudice or be presented as evidence in any litigation among a MLFN, the MLFNs, MLTC, Canada and Saskatchewan, or between any of them.
- 9.05 A Tripartite Final Agreement will not restrict the ability of a MLFN or MLTC to participate in any other process that may be established to implement the inherent right of self-government by First Nations in Canada on a regional, provincial or national basis.

10.0 Relationship of Tripartite Final Agreement to existing aboriginal rights

- 10.01 A Tripartite Final Agreement will not be construed so as to abrogate or derogate from any aboriginal rights or treaty rights of a MLFN or the Members of a MLFN recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982*.
- 10.02 A Tripartite Final Agreement will not be construed so as to prejudice, limit or restrict the position any Party may take at any time with respect to any aboriginal rights or treaty rights of a MLFN or the Members of a MLFN.
- 10.03 A Tripartite Final Agreement will not be construed as recognizing or denying any aboriginal rights of a MLFN or the Members of a MLFN.
- 10.04 Prior to the form and content of a Tripartite Final Agreement being concluded by the negotiators for the Parties, the Parties will further discuss the matter referred to in Section 10.03.

11.0 Amendments to Final Agreement

- 11.01 Where the MLFNs/MLTC and Canada amend a Final Agreement, the recognition of, and concurrence with, that Final Agreement given by Saskatchewan in accordance with a Tripartite Final Agreement does not extend to that amendment without the written consent of Saskatchewan or the necessary amendment of that Tripartite Final Agreement.

12.0 Commitment to Negotiations on MLFN Jurisdictions

- 12.01 Where, following the coming into effect of a Final Agreement and a Tripartite Final Agreement, there is a subject area which:
- (a) relates to public health, order, peace or safety of MLFN Citizens and non-MLFN Citizens on MLFN Lands;
 - (b) is integral to the culture, identity, tradition, language or institutions of a MLFN;
 - (c) is not a subject area in respect of which the Jurisdiction of a MLFN is recognized in accordance with a Final Agreement and a Tripartite Final Agreement; and

- (d) is not a subject area, or a matter within a subject area, to which the Jurisdiction of a MLFN does not extend in accordance with a Final Agreement

the MLFNs/MLTC may request that Canada and Saskatchewan enter into negotiations with respect to the Jurisdiction of the MLFNs, on MLFN Lands, in that subject area.

- 12.02 It is anticipated that a Final Agreement will provide for the manner in which the Parties will proceed in the event that the MLFNs/MLTC make a request of the nature referred to in Section 12.01.
- 12.03 The provisions of a Final Agreement referred to in Section 12.02 will apply to Saskatchewan as if set out in a Tripartite Final Agreement.

13.0 MLFN Constitutions and MLTC Constitution

Each MLFN Constitution and the MLTC Constitution will provide that, in the event of a conflict between a MLFN Constitution or the MLTC Constitution and the Tripartite Final Agreement, the Tripartite Final Agreement will prevail to the extent of the conflict.

14.0 Harmonization of Laws, Programs, Services and Standards

- 14.01 The Parties acknowledge that federal, provincial and MLFN laws may need to be harmonized.
- 14.02 The Parties further acknowledge that there is a need for the MLFNs/MLTC, Canada and Saskatchewan to harmonize programs and services to MLFN Citizens, and program and service standards, to ensure the most efficient and effective use of resources.
- 14.03 The Parties recognize that, for the most effective exercise of Jurisdiction by a MLFN, it may be necessary for a MLFN and Saskatchewan or Canada to reach co-operative arrangements.

- 14.04 Without limiting Section 14.03, Saskatchewan and MLTC or a MLFN, or Saskatchewan, Canada and MLTC or a MLFN where appropriate, will make best efforts to enter into co-operative arrangements with respect to agreed upon subject matters including:
- (a) water;
 - (b) environmental protection;
 - (c) waste dangerous goods transportation, storage, treatment and disposal;
 - (d) compatible land use;
 - (e) forestry practices;
 - (f) threats to forest resources by insects, disease and fire, including discussions relating to appropriate standards;
 - (g) fish and fisheries;
 - (h) the protection, harvesting and management of wildlife, including discussions relating to appropriate standards;
 - (i) education;
 - (j) marriage;
 - (k) the recording of adoptions; and
 - (l) child and family services.
- 14.05 Prior to the form and content of a Tripartite Final Agreement being agreed to by the Parties, the MLFNs/MLTC and Saskatchewan will negotiate with respect to, and attempt to reach agreement on any further subject matters that may be added to Section 14.04.
- 14.06 A Final Agreement and a Tripartite Final Agreement may provide for the process by which a MLFN, Saskatchewan or Canada reach arrangements of the nature referred to in Section 14.03.

15.0 Environmental Assessment

15.01 Where an environmental impact assessment of a Development is conducted by the Proponent of that Development pursuant to *The Environmental Assessment Act* and the Development may be expected to have a significant impact on MLFN Lands, Saskatchewan will ensure that, in accordance with the *Act*:

- (a) the MLFN receives timely notice that the environmental impact assessment is being conducted;
- (b) the Review and Statement are made available to the MLFN;
- (c) the MLFN receives notice of any information meetings conducted relating to the Development or of the appointment of persons to conduct an inquiry or inquiries with respect to the Development; and
- (d) any written submissions made by the MLFN are accepted and considered by the Minister responsible.

15.02 The Parties acknowledge that:

- (a) to assure certainty, accountability and predictability, unnecessary overlap and duplication should be avoided in the environmental assessment process; and
- (b) where a Project is subject to more than one environmental assessment process, efforts should be made to harmonized the requirements of those processes with the objective of requiring only a single process to be undertaken with respect to that Project.

15.03 Where a Project subject to an environmental assessment process pursuant to a MLFN Law may reasonably be expected to have significant adverse Environmental Effects on land, other than MLFN Lands, the MLFN will ensure that Saskatchewan:

- (a) receives timely notice of, and relevant information in the possession of the MLFN on, the Project and potential Environmental Effects; and
- (b) is consulted and provided with an opportunity to participate in the environmental assessment applicable to the Project.

15.04 Where a MLFN establishes a review body as part of an environmental assessment process pursuant to a MLFN Law for a Project that may reasonably be expected to have significant adverse Environmental Effects on lands, other than MLFN Lands, Saskatchewan:

- (a) may make representations to the review body; and
- (b) will be entitled to nominate a member of the review body, except where the review body is a decision-making body.

16.0 MLFN decisions on Governance that impact on the Government-to-Government relationship between the Parties

16.01 It is anticipated that a Final Agreement will reflect, and provide for, an ongoing government-to-government relationship between the MLFNs/MLTC and Canada within the framework of the Canadian Constitution.

16.02 A Tripartite Final Agreement will reflect, and provide for, an ongoing government-to-government relationship among the MLFNs/MLTC, Canada and Saskatchewan, and between the MLFNs/MLTC and Saskatchewan within the framework of the Canadian Constitution.

16.03 It is anticipated that a Final Agreement:

- (a) may identify circumstances in respect of which:
 - (i) an aggregation or pooling of a governmental responsibility by a MLFN, either individually or collectively with other MLFNs, in another government, or some other body or institution, and the delegation of the requisite Jurisdiction or Authority to permit the carrying out of that governmental responsibility; or
 - (ii) a withdrawal, by a MLFN, either individually or collectively with other MLFNs, of a governmental responsibility being carried out by another government, or some other body or institution and of the requisite Jurisdiction or Authority which was delegated to permit the carrying out of that governmental responsibility

will be deemed to affect one or more of the government-to-government relationships referred to in Sections 16.01 and 16.02;

- (b) will identify changes, other than of the nature referred to in Paragraph (a), which will be deemed to affect one or more of the government-to-government relationships referred to in Sections 16.01 and 16.02, in a substantial and material way; and
- (c) will provide, among other matters, for:
 - (i) the giving of notice to Canada and Saskatchewan by a MLFN, where that MLFN, either individually or collectively with other MLFNs, proposes to proceed in a manner that would be deemed to affect one or more of the government-to-government relationships referred to in Sections 16.01 and 16.02, in a substantial and material way, in accordance with Paragraph (a) or (b);
 - (ii) the entry into good faith negotiations by the Parties, designed to reasonably address the change in one or more of the government-to-government relationships referred to in Sections 16.01 and 16.02 that is the result of the circumstances of the nature referred to in Paragraph (a) or a change of the nature referred to in Paragraph (b);
 - (iii) the actions the Parties may take as a result of the negotiations referred to in Subparagraph (ii) to amend any agreements among them or between any two of them, including a Final Agreement or a Tripartite Final Agreement;
 - (iv) the manner in which the Parties will proceed in the event that a dispute arises among or between any of the Parties out of the provisions of a Final Agreement referred to in this Section; and
 - (v) the manner in which the Parties will proceed in the event an agreement in the negotiations referred to in Subparagraph (ii) is not concluded within the period that is anticipated to be provided for in a Final Agreement.

16.04 The provisions of a Final Agreement referred to in Section 16.03 will apply to Saskatchewan, as if set out in a Tripartite Final Agreement.

17.0 Access to MLFN Lands

Agents, servants, employees, contractors of Saskatchewan or other persons acting in accordance with any provincial laws will have access to MLFN Lands in accordance with a Final Agreement.

18.0 Liability and Indemnity

- 18.01 Prior to the form and content of a Final Agreement and a Tripartite Final Agreement being concluded by the negotiators for the Parties, the Parties will negotiate with respect to and attempt to reach agreement on matters respecting liability and indemnification among the Parties to be included in the Tripartite Final Agreement.
- 18.02 The negotiations referred to in Section 18.01 will relate to the subject matter set out in Part XI of the Comprehensive Agreement-in-Principle with necessary modification.

19.0 Dispute Resolution

- 19.01 A Tripartite Final Agreement will provide that the provisions of a Final Agreement dealing with the resolution of disputes between a MLFN or MLTC and Canada, will apply, with necessary modifications, to the resolution of disputes among the Parties, or between any two of them with respect to:
- (a) the interpretation of a Tripartite Final Agreement;
 - (b) whether a particular event of the nature referred to in Subparagraph 16.03(a)(i) or (ii) may reasonably be interpreted as affecting the government-to-government relationships among the Parties, or between any two of them in a substantial and material way;
 - (c) the negotiations referred to in Subparagraph 16.03(c)(ii);
 - (d) the Implementation of a Final Agreement and a Tripartite Final Agreement; and
 - (e) such other disputes as the Parties may identify.
- 19.02 A Tripartite Final Agreement will provide that where, in any judicial or administrative proceeding, an issue arises in respect of:
- (a) the interpretation or validity of a Tripartite Final Agreement; or
 - (b) the validity or applicability of any legislation of the Legislative Assembly of Saskatchewan, or any other legal measures to be undertaken by Saskatchewan, that the Parties agree are necessary or desirable, or a court of competent jurisdiction determines is required, to give legal effect to a Final Agreement, as contemplated in Sections 6.02 and 6.03

the Parties will proceed in accordance with the procedures set out in a Final Agreement, with necessary modifications.

20.0 Role of Saskatchewan in implementation

- 20.01 While recognizing that the primary responsibility for implementation of a Final Agreement will be that of Canada and the MLFNs, Saskatchewan will participate with the MLFNs/MLTC and Canada:
- (a) on the Intergovernmental Relations and Implementation Support Committee including appointing a representative to the IRIS Committee; and
 - (b) in the preparation of the Intergovernmental Relations and Implementation Plan.
- 20.02 As a general principle, Saskatchewan will participate on the IRIS Committee and in its activities as those activities relate to agreed-upon actions or activities to be undertaken by the Parties, or by the MLFNs/MLTC and Saskatchewan, and, to that extent, Article 68.0 of the Comprehensive Agreement-in-Principle will apply to Saskatchewan, with necessary modifications.
- 20.03 Specific commitments of Saskatchewan set out in a Tripartite Final Agreement will be included in the Intergovernmental Relations and Implementation Plan and, to that extent, Article 70.0 of the Comprehensive Agreement-in-Principle will apply to Saskatchewan with necessary modifications.
- 20.04 Notwithstanding Sections 20.01 to 20.03 inclusive, Saskatchewan will only be responsible for carrying out those actions and activities, whether set out in the Intergovernmental Relations and Implementation Plan or otherwise, which are identified with the concurrence of Saskatchewan, as being the responsibility of Saskatchewan or which Saskatchewan expressly agrees to undertake.
- 20.05 Saskatchewan will fund its own participation in the IRIS Committee.
- 20.06 Prior to the form and content of a Final Agreement and a Tripartite Final Agreement being concluded by the negotiators for the Parties, the MLFNs/MLTC and Saskatchewan will discuss practical ways of assuring that mechanisms and processes are in place to develop and maintain the ongoing relationship at the political level between them following a Final Agreement and a Tripartite Final Agreement coming into effect.
- 20.07 The mechanisms and processes contemplated in Section 20.06 will not create legal obligations between the MLFNs/MLTC and Saskatchewan.

21.0 Financial obligations of Saskatchewan

21.01 Notwithstanding Section 3.01, a Tripartite Final Agreement will provide that nothing in a Final Agreement, the MLFN Financial Arrangements Agreement, the Intergovernmental Relations and Implementation Plan or that Tripartite Final Agreement will, either expressly or impliedly, create a financial obligation for Saskatchewan, without the consent of Saskatchewan.

22.0 Traditional Territories and Non-Resident Citizens.

22.01 General Acknowledgments with respect to Traditional Territories

The Parties acknowledge that:

- (a) prior to the predecessor of a MLFN entering into a treaty relationship with Canada by way of Treaty No. 6, 8, or 10 or an adhesion to that Treaty, the predecessor of that MLFN traditionally used, or used and occupied, lands other than or beyond the boundaries of MLFN Lands;
- (b) in accordance with Treaty No. 6, 8, or 10, a MLFN and the Members of that MLFN have specific rights, some of which are exercisable beyond the boundaries of MLFN Lands;
- (c) Subsection 35(1) of the *Constitution Act, 1982* recognizes and affirms, among other matters, the existing treaty rights of the aboriginal peoples of Canada;
- (d) any agreement resulting from the negotiations referred to in Paragraph 22.05(1)(a) will respect Treaties No. 6, 8 and 10 and will not be construed so as to abrogate or derogate from any existing treaty rights of a MLFN or the Members of a MLFN recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982*; and
- (e) other First Nations, Aboriginal peoples, communities, Saskatchewan residents and others who will not be parties to a Final Agreement or Tripartite Final Agreement have or may have interests in the lands which a MLFN regards as its Traditional Territory.

22.02 General Acknowledgements with respect to Non-Resident Citizens

The Parties acknowledge that:

- (a) a large proportion of MLFN Citizens are Non Resident Citizens;
- (b) a Final Agreement generally will provide for the exercise of Jurisdiction by a MLFN in the subject areas set out in Part IV on MLFN Lands;
- (c) notwithstanding Paragraph (b), there may be subject areas in respect of which it is appropriate for a MLFN to exercise Jurisdiction or Authority or to deliver programs and services beyond the boundaries of MLFN Lands but within the Province of Saskatchewan for the benefit of Non Resident Citizens;
- (d) subsequent to the negotiations referred to in Paragraph 22.05(1)(b), Non-Resident Citizens in the Province of Saskatchewan should continue to have access to, and be provided with, programs and services that are the same as or reasonably comparable to those programs and services provided to other residents of the Province of Saskatchewan;
- (e) where appropriate, the negotiations referred to in Paragraph 22.05(1)(b) should clarify the roles and responsibilities of a MLFN, Canada and Saskatchewan;
- (f) there are practical limits on the ability of a MLFN to exercise Jurisdiction or Authority beyond the boundaries of MLFN Lands or to deliver programs and services to Non-Resident Citizens;
- (g) in the negotiations referred to in Paragraph 22.05(1)(b), the rights of Non-Resident Citizens will not be prejudiced; and
- (h) Non-Resident Citizens should be assured as much involvement as is practically possible in MLFN Government decisions which directly and significantly affect them.

22.03 Parties may have different views

- (1) Each of the Parties may have different legal views on the rights and interests of a MLFN in relation to what the MLFN regards as its Traditional Territory and the matters to be discussed in the negotiations referred to in Paragraph 22.05(1)(b) with respect to Non-Resident Citizens.

- (2) Without limiting Subsection (1), it is the position of the MLFNs, without it being the intention of Canada or Saskatchewan to in any way accept that position, that in accordance with Treaty No. 6, 8, or 10, as appropriate, a MLFN and the Members of that MLFN possess rights and interests that should assure the MLFN and the Members of that MLFN an enhanced level of access to, control over and participation in the benefits derived from what the MLFN regards as its Traditional Territory and any other areas of land described in that Treaty.
- (3) Without limiting Subsection (1), it is the position of the MLFNs, without it being the intention of Canada or Saskatchewan to in any way accept that position, that the resolution of matters to be discussed in the negotiations referred to in Subsection 22.05(1) will be of importance to the future responsibilities, functioning and viability of MLFN Government.
- (4) Without limiting Subsection (1), it is the position of Saskatchewan, without it being the intention of the MLFNs/MLTC or Canada to in any way accept that position, that the benefits to be derived from lands and resources under the administration and control of Saskatchewan should be available for all residents of the Province of Saskatchewan, including MLFN Citizens.
- (5) Without limiting Subsection (1), it is further the position of Saskatchewan without it being the intention of the MLFNs/MLTC or Canada to in any way accept that position, that the outcomes of the negotiations referred to in Subsection 22.05(1) should be resolved in a manner that is fiscally neutral to Saskatchewan.
- (6) Each of the Parties will participate:
 - (a) in the negotiations referred to in Subsection 22.05(1), subject to Section 22.07; and
 - (b) in the negotiations referred to in Subsection 22.06(1),in accordance with their respective policies, in place from time to time.
- (7) An agreement resulting from the negotiations referred to in Subsection 22.05(1) or 22.06(1) will be without prejudice to the legal views of either of the Parties or Saskatchewan.

22.04 Matters not dealt with at the time a Final Agreement and Tripartite Final Agreement comes into effect

Matters relating to what a MLFN regards as its Traditional Territory and matters relating to the Non-Resident Citizens of that MLFN will not be fully addressed at the time a Final Agreement and Tripartite Final Agreement come into effect.

22.05 Commitment to Negotiations

- (1) Having regard to the acknowledgments set out in Sections 22.02 and 22.03 but subject to Subsections (2) to (4) inclusive and the provisions of any agreement reached in the negotiations referred to in Subsection 22.06(1) that has been approved by the Parties in accordance with Section 22.07, the Parties will negotiate to:
 - (a) address the interests of the Parties with respect to access by a MLFN to, involvement of a MLFN in decision-making over, use by a MLFN of and participation by a MLFN in the benefits derived from the area in the Province of Saskatchewan that the MLFN regards as its Traditional Territory; and
 - (b) address matters relating to Non-Resident Citizens, including:
 - (i) the identification of any subject areas in respect of which a MLFN may exercise Jurisdiction or Authority beyond the boundaries of MLFN Lands but within the boundaries of the Province of Saskatchewan for the benefit of Non Resident Citizens and, with respect to those subject areas, the determination of the manner and extent to which a MLFN may exercise Jurisdiction or Authority;
 - (ii) the provision of federal, provincial and MLFN programs and services to Non-Resident Citizens in the Province of Saskatchewan; and
 - (iii) such other matters concerning Non Resident Citizens as the Parties may agree.
- (2) In the negotiations referred to in Paragraph (1)(a), the Parties will determine the geographic area in the Province of Saskatchewan in respect of which they will negotiate the matters referred to in that Paragraph, provided that nothing in this Subsection constitutes an agreement by the Parties that, in any agreement that may be reached in those negotiations, that geographic area, or any portion of that geographic area, will or will not be acknowledged by the Parties as constituting the Traditional Territory of a MLFN.

- (3) Nothing in Paragraph (1)(b) limits the Parties, in those negotiations, discussing matters relating to the Non-Resident Citizens that are beyond the boundaries of the Province of Saskatchewan.
- (4) In the event the Parties proceed in accordance with Subsection (3), nothing obliges Saskatchewan to participate in those discussions.

22.06 Matters to be immediately addressed

- (1) Within six months of a Comprehensive Agreement-in-Principle and this Agreement being executed (or such further period as the Parties may agree), the Parties will negotiate and attempt to reach agreement on the:
 - (a) detailed agenda;
 - (b) process and methodology including the involvement of Non-Resident Citizens and third parties as appropriate;
 - (c) time frame;
 - (d) the manner in which possible fiscal implications will be dealt with as between Canada and Saskatchewan; and
 - (e) subject to Section 22.09, funding for the participation of the MLFNs for the negotiations referred to in Subsection 22.05(1).
- (2) In the negotiations referred to in Subsection (1), the Parties will have regard to, among other matters:
 - (a) the special relationship that the MLFNs have with Canada which is grounded in the unique history of the Indian people with the Crown and reflected in Treaties No. 6, 8 and 10, subsection 91(24) of the *Constitution Act, 1867* and sections 25 and 35 of the *Constitution Act, 1982*;
 - (b) the need to ensure that the possible financial implications of the negotiations referred to in Subsection 22.05(1) are resolved as between Canada and Saskatchewan in a manner that is clear, fair, affordable, and durable; and
 - (c) the obligations of Saskatchewan to all residents of the Province of Saskatchewan.

- (3) Upon the negotiators for the Parties reaching an agreement on the matters to be negotiated in accordance with Subsection (1), each of the Parties will seek approval of that agreement in accordance with Section 22.07.

22.07 Parties to seek approval

- (1) Each MLFN will seek approval of any agreement reached by the negotiators for the Parties in the negotiations referred to in Subsection 22.06(1) from the Council of that MLFN, following consultation with MLFN Citizens.
- (2) Following approval of any agreement reached by the negotiators for the Parties in the negotiations referred to in Subsection 22.06(1) by the MLFNs in accordance with Subsection (1), MLTC, where appropriate, will seek approval of that agreement from the Executive of MLTC.
- (3) Following approval of any agreement reached by the negotiators for the Parties in the negotiations referred to in Subsection 22.06(1) by the MLFNs and, where appropriate, MLTC, in accordance with Subsections (1) and (2), Canada will seek approval of that agreement from Cabinet.
- (4) Following approval of any agreement reached by the negotiators for the Parties in the negotiations referred to in Subsection 22.06(1) by the MLFNs and MLTC, where appropriate, in accordance with Subsections (1) and (2), Saskatchewan will seek approval of that agreement from Cabinet.

22.08 No legal obligations created

An agreement on the matters to be negotiated in accordance with Subsection 22.06(1) that has been approved by the Parties in accordance with Section 22.07 will not create enforceable legal obligations among the Parties.

22.09 Funding to the MLFNs for the purposes of the negotiations

- (1) Canada will provide funding for the participation of the MLFNs in the negotiations contemplated by this Agreement to follow the execution of this Agreement.
- (2) The amount of funding to be provided by Canada to the MLFNs for the participation of the MLFNs in the negotiations referred to in Subsection 22.05(1), and the terms upon which that funding will be provided, will be determined having regard to the results of the negotiations on those matters referred to in Paragraphs 22.06(1)(a) to (d) inclusive.

- (3) Saskatchewan will make a contribution toward the funding of the participation of the MLFNs in the negotiations referred to in Paragraph 22.05(1)(b).

22.10 Non-Resident Citizens to be involved

- (1) Non-Resident Citizens will be involved in the negotiations referred to Paragraph 22.05(1)(b) in an appropriate manner.
- (2) The appropriate manner for the involvement of Non-Resident Citizens in the negotiations referred to in Paragraph 22.05(1)(b) will be determined in the negotiations referred to in Subsection 22.06(1).

22.11 Negotiations will not impact on existing interests

In any agreement resulting from the negotiations referred to in Paragraph 22.05(1)(a), existing interests in, upon or under the lands within the geographic area determined by the Parties in accordance with Subsection 22.05(2) will be protected in accordance with the respective terms of those existing interests, subject to any agreement among the holder of an existing interest, a MLFN and Canada or Saskatchewan as appropriate which modifies those terms.

22.12 Involvement of Third Parties

Other First Nations, Aboriginal peoples, communities, Saskatchewan residents and others who will not be parties to a Final Agreement or Tripartite Final Agreement, but who possess existing interests in, upon or under the lands within the geographic area determined by the Parties in accordance with Subsection 22.05(2) will be involved in the negotiations referred to in Paragraph 22.05(1)(a) in an appropriate manner.

22.13 Negotiations without prejudice to MLFNs negotiating with other provinces

- (1) The negotiations referred to in Section 22.05(1) will be without prejudice to the ability of the MLFNs to negotiate similar issues with other provinces or territories in Canada.
- (2) Nothing obligates Canada or Saskatchewan to participate in any negotiations referred to in Subsection (1).

22.14 New land use transactions in determined geographic area while negotiations are underway

- (1) Following the Parties determining the geographic area which will be the subject of the negotiations referred to in Paragraph 22.05(1)(a) in accordance with Subsection 22.05(2), Canada or Saskatchewan, as the case may be, will make best efforts to provide information to, notify, consult with and involve in an appropriate manner, a MLFN, the MLFNs or MLTC, as appropriate, through existing forums or processes, or any other forum or process that is mutually agreed upon between the Parties or between the MLFNs/MLTC and Saskatchewan, regarding:
 - (a) major developments that are commenced or intended to be commenced within that geographic area that are under the administration and control of Canada or Saskatchewan, as the case may be; and
 - (b) major developments, other than major developments of the nature referred to in Paragraph (a), that are commenced on lands within that geographic area and that are subject to regulation by Canada or Saskatchewan, as the case may be.
- (2) At the same time as the negotiations referred to in Subsection 22.06(1), or at such other time as the Parties may agree prior to the determination of the geographic area which will be the subject of the negotiations referred to in Paragraph 22.06(1)(a) in accordance with Subsection 22.05(2), the Parties will discuss practical ways of assuring that the commitment provided for in Subsection (1) is met, including discussing the nature, type and extent of development which will constitute a “major development” for the purposes of Subsection (1).

23.0 Amendment of a Tripartite Final Agreement

23.01 The provisions of a Final Agreement with respect to:

- (a) the process by which a proposed amendment of the Final Agreement will be approved and executed;
- (b) the manner in which the Parties will proceed to ensure that an amendment of that Final Agreement will be legally effective;

- (c) the process by which an amendment of that Final Agreement will come into effect; and
- (d) the places in which copies of an amendment of that Final Agreement will be deposited, following that amendment coming into effect

will apply to the amendment of a Tripartite Final Agreement, with necessary modifications.

24.0 Miscellaneous Matters

- 24.01 A Tripartite Final Agreement will make similar provision to a Final Agreement in respect of the matters dealt with in Part XIII of the Comprehensive Agreement-in-Principle, with necessary modifications.
- 24.02 Without limiting any other provision of this Agreement, any provision of the Comprehensive Agreement-in-Principle that refers to Saskatchewan will apply to Saskatchewan, as if set out in this Agreement.

25.0 Participation by Saskatchewan in Negotiations

- 25.01 Where the Comprehensive Agreement-in-Principle provides for further negotiations, reviews or discussions on particular matters, in which Saskatchewan is to be involved, to take place prior to the form and content of a Final Agreement and a Tripartite Final Agreement being concluded by the negotiators for the Parties, Saskatchewan will participate in those negotiations, reviews or discussions.

26.0 Limits on recourse

- 26.01 A MLFN, MLTC, Canada and Saskatchewan will not have a claim or a cause of action by reason of any provision of a Final Agreement or a Tripartite Final Agreement or any legislation enacted, or any other legal measures undertaken, by Canada or Saskatchewan to give legal effect to a Final Agreement being found by a court of competent jurisdiction to be invalid.
- 26.02 A MLFN, MLTC, Canada and Saskatchewan will not challenge or support a challenge to the validity of any provision of a Final Agreement, a Tripartite Final Agreement or any legislation or any other legal measures referred to in Section 26.01.

27.0 Language of the Tripartite Final Agreement

27.01 There will be Cree, Dene, English and French versions of a Tripartite Final Agreement, provided that the English and French versions of that Tripartite Final Agreement will be the authoritative versions.