

TRIPARTITE AGREEMENT-IN-PRINCIPLE

This Agreement, made in triplicate, as at the 2nd day of March, 2001

AMONG:

**THE SIOUX VALLEY DAKOTA NATION
as represented by its Council**

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
MANITOBA,
as represented by the Minister of Aboriginal and
Northern Affairs**

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 Manitoba of Capacity, Rights, Powers and Privileges 5

5.0 Jurisdiction of Sioux Valley and the Applicability of Federal and
Provincial Laws 5

6.0 Legal Measures to be recommended by Canada and Manitoba 7

7.0 Approval and Effect of this Agreement 8

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

9.0 General Protection of Rights and Remedies 9

10.0 Relationship of Tripartite Final Agreement to existing rights 10

11.0 Amendments to Final Agreement 10

12.0 Commitment to Negotiations on Sioux Valley Jurisdictions 11

13.0 Sioux Valley Constitution 11

14.0 Harmonization of Laws, Standards, Programs and Services 11

15.0 Environmental Assessment 12

16.0 Sioux Valley decisions on Governance that impact on the Government-to-
Government relationship between the Parties 12

17.0 Access to Sioux Valley Lands 14

18.0 Liability and Indemnity 14

19.0 Dispute Resolution 15

20.0 Role of Manitoba in Implementation 16

21.0 Financial obligations of Manitoba 17

22.0 Non-Resident Citizens 17

 22.01 General acknowledgements by the Parties 17

 22.02 Position of Sioux Valley 18

 22.03 Implications for negotiations generally 18

23.0 Negotiations regarding matters relating to Non-Resident Citizens 18

 23.01 Negotiations to be undertaken 18

 23.02 Matters to be immediately addressed 19

 23.03 Non-Resident Citizens to be involved 20

24.0 Access to programs and rights not affected 20

 24.01 Continued access to programs and services 20

 24.02 Rights not affected 20

25.0 Negotiations without prejudice to legal positions 20

 25.01 Negotiations without prejudice 20

26.0 Negotiations without prejudice to further or other discussions 21
 26.01 Negotiations without prejudice 21
27.0 Amendment of a Tripartite Final Agreement 21
28.0 Miscellaneous Matters 22
29.0 Participation by Manitoba in Negotiations 22
30.0 Limits on recourse 22
31.0 Language of the Tripartite Final Agreement 22

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 aboriginal peoples of Canada are defined in subsection 35(2) of the *Constitution Act, 1982* to include the “Indian” people of Canada;
- C. The Members of Sioux Valley are “Indian” people as referred to in section 35 of the *Constitution Act, 1982*;
- D. The Members of Sioux Valley are descendant from Indian nations that historically had their own forms of government;
- E. Sioux Valley has a special relationship with Canada which is grounded in the unique history of the Indian people with the Crown and reflected in subsection 91(24) of the *Constitution Act, 1867* and sections 25 and 35 of the *Constitution Act, 1982*;
- F. The Government of Canada recognizes that the inherent right of self government is an existing aboriginal right within the meaning of subsection 35(1) of the *Constitution Act, 1982*;
- G. Sioux Valley and Canada have entered into a Comprehensive Agreement-in-Principle on the same date as this Agreement;
- H. Sioux Valley and Canada anticipate that there will be continuing negotiations between them with the shared objective of concluding a Final Agreement;
- I. Sioux Valley 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;
- J. While the primary relationship is, and will continue to be, between Sioux Valley 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 Sioux Valley and Manitoba;

- K. 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;
- L. A Tripartite Final Agreement will be negotiated within the context of, and will respect and build upon, the special relationship between Sioux Valley and Canada; and
- M. 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;

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 Sioux Valley 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 the recognition by Manitoba of, and concurrence by Manitoba with, Sioux Valley Dakota Oyate 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 Manitoba of Capacity, Rights, Powers and Privileges

4.01 Without limiting Section 3.01, a Tripartite Final Agreement will provide for the recognition by Manitoba of the government of Sioux Valley.

4.02 Without limiting Section 3.01, the Tripartite Final Agreement will provide for:

- (a) the recognition by Manitoba that Sioux Valley is a legal entity with the capacities, rights, powers and privileges of a natural person;
- (b) the concurrence by Manitoba that the capacities, rights, powers and privileges of Sioux Valley will be exercised by and through Sioux Valley Dakota Oyate Government; and
- (c) without limiting Paragraphs (a) and (b), the recognition and concurrence by Manitoba that Sioux Valley Dakota Oyate Government may exercise:
 - (i) the capacities of Sioux Valley for purposes that are reasonably incidental to the rights, powers and privileges of Sioux Valley; and
 - (ii) any capacities of Sioux Valley, 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 Sioux Valley 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 Manitoba of the Jurisdiction of Sioux Valley to the extent provided for in that Final Agreement;
- (b) the recognition by Manitoba that the Jurisdiction of Sioux Valley will vest in Sioux Valley;

- (c) the concurrence by Manitoba that Sioux Valley will exercise Jurisdiction through:
 - (i) Sioux Valley Dakota Oyate Government; or
 - (ii) another government, whether a First Nations government or not, in accordance with a delegation of Jurisdiction to it by Sioux Valley Dakota Oyate Government in accordance with the Sioux Valley Constitution and as provided for in a Final Agreement;
- (d) the concurrence by Manitoba that the Jurisdiction of Sioux Valley is exercisable on Sioux Valley Lands, except as provided for in that Final Agreement; and
- (e) subject to Paragraph (d), and unless otherwise provided for in a Final Agreement, the concurrence by Manitoba that the Jurisdiction of Sioux Valley may be exercised in respect of:
 - (i) Sioux Valley Citizens who are Ordinarily Resident on Sioux Valley Lands;
 - (ii) Non-Resident Citizens on Sioux Valley Lands;
 - (iii) non-Sioux Valley Citizens on Sioux Valley Lands; and
 - (iv) any corporation, partnership, joint venture or other entity which does business or is otherwise present on Sioux Valley Lands.

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

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

Sioux Valley Citizens whether or not they are Ordinarily Resident on Sioux Valley Lands.

- 5.03 Without limiting Section 3.01, the Tripartite Final Agreement will provide for the concurrence by Manitoba:
- (a) that, subject to Paragraph (b), any valid and applicable federal and provincial laws that apply to Sioux Valley, Sioux Valley Lands or to Sioux Valley Citizens, and non-Sioux Valley Citizens, on Sioux Valley Lands will continue to apply, following a Final Agreement coming into effect;
 - (b) that where Sioux Valley enacts a Sioux Valley Law, any valid and applicable federal and provincial laws in respect of the subject area to which that Sioux Valley Law relates that would otherwise apply to Sioux Valley, Sioux Valley Lands or to Sioux Valley Citizens, and non-Sioux Valley Citizens, on Sioux Valley 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 Sioux Valley Law and any valid and applicable federal or provincial law.

6.0 Legal Measures to be recommended by Canada and Manitoba

- 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 Manitoba will recommend legislation to the Legislative Assembly of Manitoba, 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 Manitoba.
- 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 Manitoba 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 Manitoba enact legislation to give legal effect to a Final Agreement, Manitoba will consult with and involve Sioux Valley and Canada during the drafting of that legislation.
- 6.05 The provisions of a Final Agreement relating to the consultation with, and involvement of, Sioux Valley and Manitoba during the drafting of the federal legislation referred to in Section 6.01, will apply to the consultation by Manitoba with, and involvement of, Sioux Valley 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 Manitoba undertake legal measures to give legal effect to a Final Agreement, other than by means of the Legislative Assembly of Manitoba enacting legislation, Manitoba will advise, consult with and involve, as appropriate, Sioux Valley and Canada.
- 6.07 Manitoba will advise, consult and involve, as appropriate, Sioux Valley 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 Sioux Valley, by resolution of the Council of Sioux Valley duly passed at a properly constituted meeting of the Council, following informal consultation with the Members of Sioux Valley;
 - (b) by Canada, having been signed by a minister authorized to do so by the Cabinet of the Government of Canada; and
 - (d) by Manitoba, having been signed by a minister authorized to do so by Cabinet of the Government of Manitoba.
- 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 Sioux Valley will seek approval of a Tripartite Final Agreement at the same time and in the same manner, with necessary modifications, as provided for the approval of a Final Agreement.
- 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 Manitoba will seek approval of a Tripartite Final Agreement upon Sioux Valley 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 or treaty rights of Sioux Valley or the Members of Sioux Valley; and
 - (b) Non-Resident Citizens.
- 9.02 Section 9.01 is subject to any provision of a Final Agreement relating to:
 - (a) the desire of Sioux Valley to exercise Jurisdiction in a subject area other than a subject area in respect of which the Jurisdiction of Sioux Valley 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 A Tripartite Final Agreement will not restrict the ability of Sioux Valley 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 rights

10.01 A Tripartite Final Agreement will not be construed so as to abrogate or derogate from any aboriginal or treaty rights of Sioux Valley or the Members of Sioux Valley 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 or treaty rights of Sioux Valley or the Members of Sioux Valley.

10.03 A Tripartite Final Agreement will not be construed as recognizing or denying any aboriginal rights of Sioux Valley or the Members of Sioux Valley.

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 Sioux Valley and Canada amend a Final Agreement, the recognition by Manitoba of, and concurrence by Manitoba with, Sioux Valley Dakota Oyate government arrangements to be provided for in that Final Agreement, provided by Manitoba in accordance with a Tripartite Final Agreement does not extend to that amendment without the written consent of Manitoba or an appropriate amendment of that Tripartite Final Agreement.

12.0 Commitment to Negotiations on Sioux Valley 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 Sioux Valley Citizens and non-Sioux Valley Citizens on Sioux Valley Lands;
 - (b) is integral to the culture, identity, tradition, language or institutions of Sioux Valley;
 - (c) is not a subject area in respect of which the Jurisdiction of Sioux Valley 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 Sioux Valley does not extend in accordance with a Final Agreement

Sioux Valley may request that Canada and Manitoba enter into negotiations with respect to the Jurisdiction of Sioux Valley, on Sioux Valley Lands, in that subject area.

- 12.02 It is anticipated that a Final Agreement and a Tripartite Final Agreement will provide for the manner in which the Parties will proceed in the event that Sioux Valley makes a request of the nature referred to in Section 12.01.

13.0 Sioux Valley Constitution

- 13.01 The Sioux Valley Constitution will provide that, in the event of a conflict between the Sioux Valley Constitution and the Tripartite Final Agreement, the Tripartite Final Agreement will prevail to the extent of the conflict.

14.0 Harmonization of Laws, Standards, Programs and Services

- 14.01 The Parties acknowledge that federal, provincial and Sioux Valley laws may need to be harmonized in respect of certain subject matters.
- 14.02 The Parties further acknowledge that there is a need for Sioux Valley, Canada and Manitoba to harmonize certain programs and services to Sioux Valley 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 Sioux Valley, it may be necessary for Sioux Valley and Manitoba or Canada to reach co-operative arrangements in respect of certain subject areas.
- 14.04 Prior to the form and content of a Tripartite Final Agreement being agreed to by the Parties, Sioux Valley and Manitoba will negotiate with respect to, and attempt to reach agreement on, any subject matters that may be appropriate for co-operative arrangements of the nature referred to in Section 14.03.
- 14.05 A Final Agreement and a Tripartite Final Agreement may provide for the process by which Sioux Valley, Manitoba or Canada reach arrangements of the nature referred to in Section 14.03.

15.0 Environmental Assessment

- 15.01 Without limiting Article 14.0, 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 harmonize the requirements of those processes with the objective of requiring only a single process to be undertaken with respect to that Project.
- 15.02 Without limiting Section 15.01, Sioux Valley, Canada and Manitoba may enter into agreements relating to the harmonization of environmental assessment processes of the nature contemplated in section 13.1 of *The Environment Act*.
- 15.03 Prior to the form and content of 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, the manner in which environmental assessment processes will be harmonized.

16.0 Sioux Valley 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 Sioux Valley 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 Sioux Valley, Canada and Manitoba, and between Sioux Valley and Manitoba 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 Sioux Valley 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 of a governmental responsibility being carried out by a government, 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, in a substantial and material way;

- (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 Manitoba by Sioux Valley, where Sioux Valley 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 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 Manitoba, as if set out in a Tripartite Final Agreement.

17.0 Access to Sioux Valley Lands

Agents, servants, employees, contractors of Manitoba or other persons acting in accordance with any provincial laws will have access to Sioux Valley 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 modifications.

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 Sioux Valley 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 Manitoba, or any other legal measures undertaken by Manitoba 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 Manitoba in Implementation

- 20.01 While recognizing that the primary responsibility for implementation of a Final Agreement will be that of Canada and Sioux Valley, Manitoba will participate with Sioux Valley 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, Manitoba 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, and, to that extent, Article 68.0 of the Comprehensive Agreement-in-Principle will apply to Manitoba, with necessary modifications.
- 20.03 Specific commitments of Manitoba 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 Manitoba, with necessary modifications.
- 20.04 Notwithstanding Sections 20.01 to 20.03 inclusive, Manitoba 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 Manitoba, as being the responsibility of Manitoba or which Manitoba expressly agrees to undertake.
- 20.05 Manitoba 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, Sioux Valley and Manitoba 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 Sioux Valley and Manitoba.

21.0 Financial obligations of Manitoba

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

22.0 Non-Resident Citizens

22.01 General acknowledgements by the Parties

The Parties acknowledge that:

- (a) a large proportion of Sioux Valley Citizens are Non-Resident Citizens;
- (b) a Final Agreement generally will provide that the Jurisdiction of Sioux Valley will be exercised by Sioux Valley on Sioux Valley Lands;
- (c) notwithstanding Paragraph (b), issues arise in relation to the future impacts of the exercise of Jurisdiction or Authority by Sioux Valley in relation to Non-Resident Citizens;
- (d) issues of the nature referred to in Paragraph (c) may include consideration of subject areas set out in Part IV of the Comprehensive Agreement-in-Principle in respect of which it may be appropriate for Sioux Valley to exercise Authority, including delivering programs and services, beyond the boundaries of Sioux Valley Lands, but within the Province of Manitoba, for the benefit of Non-Resident Citizens;
- (e) there are practical limits on the ability of Sioux Valley to exercise Authority, including delivering programs and services, beyond the boundaries of Sioux Valley Lands, to Non-Resident Citizens;
- (f) where appropriate, the negotiations referred to in Subsection 23.01(1) should clarify the roles and responsibilities of Sioux Valley, Canada and Manitoba; and
- (g) Non-Resident Citizens should be assured as much involvement as is practically possible in the decisions of Sioux Valley Dakota Oyate Government which directly and significantly affect them.

22.02 Position of Sioux Valley

It is the position of Sioux Valley that the resolution of the issues referred to in Section 22.01 will be of importance to the future responsibilities, functioning and viability of Sioux Valley Dakota Oyate Government.

22.03 Implications for negotiations generally

The Parties acknowledge that, given the requirement for the involvement of Non-Resident Citizens in the negotiations referred to in Subsection 23.01(1), the Parties will explore and consider the implications of those negotiations, including the implications of Section 23.03, in the establishment of the process for the negotiation of a Final Agreement.

23.0 Negotiations regarding matters relating to Non-Resident Citizens

23.01 Negotiations to be undertaken

- (1) Prior to the form and content of a Final Agreement and a Tripartite Final Agreement being concluded by the negotiators for the Parties, but subject to the review and discussions referred to in Section 23.02, the Parties will negotiate with respect to, and attempt to reach agreement on, matters relating to Non-Resident Citizens, including:
 - (a) issues arising in relation to the future impacts of the exercise of Jurisdiction or Authority by Sioux Valley in relation to Non-Resident Citizens;
 - (b) issues relating to subject areas set out in Part IV of the Comprehensive Agreement-in-Principle where it might be appropriate for Sioux Valley to exercise Authority, including delivering programs and services, beyond the boundaries of Sioux Valley Lands, but within the boundaries of the Province of Manitoba, for the benefit of Non Resident Citizens;
 - (c) issues relating to the carrying out of governmental responsibilities on behalf of Sioux Valley by another government or, where appropriate, a body or institution, as contemplated in Part III of the Comprehensive Agreement-in-Principle, that may impact upon Non-Resident Citizens beyond the boundaries of Sioux Valley Lands, but within the boundaries of the Province of Manitoba;

- (d) the provision of federal, provincial and Sioux Valley programs and services to Non-Resident Citizens in the Province of Manitoba;
 - (e) the involvement of Non-Resident Citizens in the decisions of Sioux Valley Dakota Oyate Government which directly and significantly affect them;
 - (f) the manner in which any possible fiscal implications of the outcomes of the negotiations will be dealt with; and
 - (g) such other matters concerning Non-Resident Citizens as the Parties may agree.
- (2) Without limiting Subsection (1), the Parties will, in the negotiations referred to in that Subsection, explore and consider the extent to which matters relating to Non-Resident Citizens may, or should be, addressed, in:
- (a) the Sioux Valley Constitution;
 - (b) a Final Agreement;
 - (c) a Tripartite Final Agreement; or
 - (d) protocols among Sioux Valley, Canada and Manitoba, or between Sioux Valley and Canada or Manitoba.

23.02 Matters to be immediately addressed

The Parties acknowledge that:

- (a) the matters set out in Paragraphs 23.01(1)(a) to (f) inclusive in respect of which the Parties will negotiate may be further reviewed and amended by agreement of the Parties, at the outset of the negotiations referred to in Subsection 23.01(1); and
- (b) the process and methodology to govern the negotiations referred to in Subsection 23.01(1), including the involvement of Non-Resident Citizens, will be determined by the Parties, at the outset of those negotiations.

23.03 Non-Resident Citizens to be involved

- (1) Non-Resident Citizens will be involved in the negotiations referred to in Subsection 23.01(1) in an appropriate manner.
- (2) The appropriate manner for the involvement of Non-Resident Citizens in the negotiations referred to in Subsection 23.01(1) will be determined by the Parties at the outset of those negotiations.

24.0 Access to programs and rights not affected

24.01 Continued access to programs and services

Subsequent to the negotiations referred to in Subsection 23.01(1), Non-Resident Citizens in the Province of Manitoba 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 Manitoba.

24.02 Rights not affected

In the negotiations referred to in Subsection 23.01(1), the rights of Non-Resident Citizens will not be prejudiced.

25.0 Negotiations without prejudice to legal positions

25.01 Negotiations without prejudice

- (1) Each of the Parties may have different legal views on the matters to be discussed in the negotiations referred to in Subsection 23.01(1) with respect to Non-Resident Citizens.
- (2) Each of the Parties will participate in the negotiations referred to in Subsection 23.01(1) in accordance with their respective policies, in place from time to time.
- (3) An agreement resulting from the negotiations referred to in Subsection 23.01(1) will be without prejudice to the legal views of Sioux Valley, Canada or Manitoba.

26.0 Negotiations without prejudice to further or other discussions

26.01 Negotiations without prejudice

- (1) Nothing in Subsection 23.01(1) limits the Parties, in those discussions, from discussing matters relating to the Non-Resident Citizens who are beyond the boundaries of the Province of Manitoba.
- (2) In the event the Parties proceed in accordance with Subsection (1), nothing obliges Manitoba to participate in those discussions.
- (3) The negotiations referred to in Subsection 23.01(1) will be without prejudice to the ability of Sioux Valley to negotiate matters relating to Non-Resident Citizens with other provinces or territories in Canada.
- (4) Nothing obligates Canada or Manitoba to participate in any negotiations referred to in Subsection (3).

27.0 Amendment of a Tripartite Final Agreement

27.01 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.

28.0 Miscellaneous Matters

- 28.01 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.
- 28.02 Without limiting any other provision of this Agreement, any provision of the Comprehensive Agreement-in-Principle that refers to Manitoba will apply to Manitoba, as if set out in this Agreement.

29.0 Participation by Manitoba in Negotiations

- 29.01 Where the Comprehensive Agreement-in-Principle provides for further negotiations, reviews or discussions on particular matters, in which Manitoba 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, Manitoba will participate in those negotiations, reviews or discussions.

30.0 Limits on recourse

- 30.01 Sioux Valley, Canada and Manitoba 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 Manitoba to give legal effect to a Final Agreement being found by a court of competent jurisdiction to be invalid.
- 30.02 Sioux Valley, Canada and Manitoba 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.

31.0 Language of the Tripartite Final Agreement

- 31.01 There will be Dakota, 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.