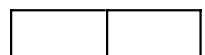


# **ANISHNAABE GOVERNMENT AGREEMENT**

**December 7, 2004**

**THE AGREEMENT IS SUBJECT TO RATIFICATION BY THE FIRST  
NATIONS AND CANADA**

**7.12.2004**

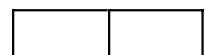


PRONUNCIATION GUIDE  
FOR ANISHNAABEMWIN USED  
IN THIS AGREEMENT

Each of the following aboriginal language words is defined in Part 1 of this Agreement.

Pronunciation emphasis is on the capitalized syllable, and unless otherwise noted the vowels are short:

anishnaabemwin	nish-naw-BEM-win
e-dbendaagzid	ed-ben-DOG-zid
e-dbendaagzijig	ed-ben-DOG-zi-jig
e-naadziyang	n-OD-zi-young
eniigaanzijig	any-GON-zi-jig
gchi-naaknigewin (as in First Nation gchi-naaknigewin and United Anishnaabeg Councils gchi-naaknigewin)	chi-KNOCK-ni-gay-win
giigdoonini	geeg-do-NI-ni
giigdooniniikwe	geeg-do-NI-knee-qua
giigdooniniikweg	geeg-do-NI-knee-kweg
giigdooninwag	geeg-do-NIN-wug
Gimaa	GI-mah
Gimaakwe	GI-mah-qua



**TABLE OF CONTENTS**

**TABLE OF CONTENTS** ..... i

**PREAMBLE** ..... 1

**PART 1 - DEFINITIONS** ..... 2

**PART 2 - PURPOSE** ..... 5

**PART 3 - LEGAL STATUS AND CAPACITY** ..... 5

**PART 4 - STRUCTURES OF GOVERNMENT** ..... 5

    FIRST NATION ..... 5

    UNITED ANISHNAABEG COUNCILS ..... 6

**PART 5 - LAW-MAKING AUTHORITY** ..... 8

    SELECTION OF PUBLIC OFFICIALS ..... 10

    E-DBENDAAGZIIG ..... 10

    E-NAADZIYANG AND ANISHNAABEMWIN ..... 11

    EDUCATION ..... 11

    LAND ..... 11

    NATURAL RESOURCES ..... 19

    ENVIRONMENTAL PROTECTION ..... 20

    ENVIRONMENTAL ASSESSMENT ..... 21

    PUBLIC WORKS AND INFRASTRUCTURE ..... 23

    TRAFFIC AND TRANSPORTATION ..... 24

    ECONOMIC DEVELOPMENT AND OPERATION OF BUSINESS ..... 24

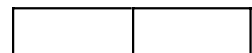
    ENFORCEMENT AND ADJUDICATION OF FIRST NATION LAW ..... 25

    PUBLIC ORDER, PEACE AND SAFETY ..... 26

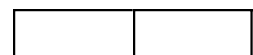
    FUTURE NEGOTIATIONS ..... 26

**PART 6 - CAPITAL AND REVENUE MONEYS** ..... 27

**PART 7 - RELATIONSHIP OF LAWS** ..... 28



FEDERAL .....	28
INDIAN ACT .....	29
INDIAN OIL AND GAS ACT .....	30
CANADA LANDS SURVEYS ACT .....	30
OFFICIAL LANGUAGES ACT .....	30
INTERNATIONAL LEGAL OBLIGATIONS .....	30
CANADIAN HUMAN RIGHTS ACT .....	31
ACCESS TO INFORMATION AND PRIVACY .....	31
PROVINCIAL .....	32
<b>PART 8 - TRANSITIONAL PROVISIONS .....</b>	<b>32</b>
BAND COUNCILS .....	32
CONTINUING EFFECT OF EXISTING BY-LAWS .....	32
FIRST NATIONS LAND MANAGEMENT ACT .....	33
VALIDITY OF ACTION, DETERMINATION OR DECISION .....	33
<b>PART 9 - GENERAL PROVISIONS .....</b>	<b>33</b>
<b>PART 10 - DISPUTE RESOLUTION .....</b>	<b>36</b>
<b>PART 11 - PRINCIPLES OF IMPLEMENTATION .....</b>	<b>38</b>
IMPLEMENTATION COMMITTEE .....	39
<b>PART 12 - REVIEW AND AMENDMENT .....</b>	<b>39</b>
REVIEW .....	39
AMENDMENTS .....	40
JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY .....	40
ADHESION TO AGREEMENT .....	41
<b>PART 13 - INTERGOVERNMENTAL TRANSFER AGREEMENT .....</b>	<b>41</b>
INTERGOVERNMENTAL TRANSFER AGREEMENT .....	41
PRINCIPLES .....	41
MATTERS TO BE TAKEN INTO ACCOUNT .....	42
PROVISIONS RESPECTING THE INTERGOVERNMENTAL TRANSFER AGREEMENT .....	43
OWN-SOURCE REVENUE CAPACITY .....	43



**PART 14 - LIABILITY** ..... 45

**PART 15 - RATIFICATION** ..... 46

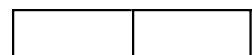
    GENERAL ..... 46

    RATIFICATION OF THE AGREEMENT BY FIRST NATIONS ..... 47

    RATIFICATION OF THE AGREEMENT BY CANADA ..... 47

    CONSEQUENCES OF FAILURE TO RATIFY BY ONE  
    OR MORE OF THE FIRST NATIONS ..... 48

**SCHEDULE A - FIRST NATION RATIFICATION PROCESS**



**ANISHNAABE GOVERNMENT  
AGREEMENT**

This Agreement on Anishnaabe Government made

BETWEEN:

The Beausoleil First Nation, Curve Lake First Nation, Hiawatha First Nation  
and Moose Deer Point First Nation, hereinafter referred to as the "First Nations"

AND

The United Anishnaabeg Councils

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",

Hereinafter referred to as the "parties"

WHEREAS the First Nations are composed of aboriginal people within the meaning of section 35 of the *Constitution Act, 1982*;

AND WHEREAS the First Nations have a history of decision making, have a long standing relationship with the Crown and have entered into treaties, agreements or other arrangements with the Crown;

AND WHEREAS the provisions of this Agreement were negotiated in accordance with a government-to-government relationship within the framework of the Constitution of Canada.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

## PART 1 - DEFINITIONS

In this Agreement:

“anishnaabemwin” means the aboriginal language of e-dbendaagzijig;

“Canada” or “Crown” means Her Majesty the Queen in Right of Canada;

“compulsory acquisition” means expropriation;

“conflict” means operational incompatibility between applicable laws;

“congress” means the law-making body of a First Nation, established in accordance with First Nation gchi-naaknigewin and First Nation law;

“e-dbendaagzid” means a person who belongs to a First Nation, and identifies and is identified with the land and e-naadziyang of that First Nation, and whose name appears on a First Nation list in accordance with First Nation gchi-naaknigewin and First Nation law;

“e-dbendaagzijig” means the plural of e-dbendaagzid;

“education” means:

- (a) “primary education” is Kindergarten 4 and Kindergarten 5 and grades 1 to 3;
- (b) “elementary education” is grades 4 to 8;
- (c) “secondary education” is grades 9 to 12;

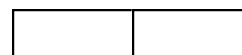
“e-naadziyang” means the culture, practices and customs of e-dbendaagzijig;

“eniigaanzijig” means the executive decision making body of the First Nation made up of Gimaa or Gimaakwe and giigdoonini or giigdooninwag or giigdooniniikwe or giigdooniniikweg of the First Nation, selected in accordance with First Nation gchi-naaknigewin and First Nation law;

“environment” means environment as defined in the *Canadian Environmental Assessment Act* and the *Canadian Environmental Protection Act*;

“environmental effect” means environmental effect as defined in the *Canadian Environmental Assessment Act*;

“First Nation” or “First Nations” means any one of the following First Nations, its predecessor



or successor:

Beausoleil First Nation,  
Curve Lake First Nation,  
Hiawatha First Nation, and  
Moose Deer Point First Nation,

each of which represents and is comprised of all e-dbendaagzijig, for whose use and benefit in common, lands, the legal title to which is vested in Canada, have been set apart;

“First Nation gchi-naaknigewin” means the constitution of a First Nation;

“First Nation land” means:

- (a) reserve of a First Nation, as defined by the *Indian Act*; or
- (b) First Nation land of a First Nation, as defined in the *First Nations Land Management Act*; and
- (c) lands that are declared by Canada to be set apart for the use and benefit of a First Nation;

“First Nation law” means a law made in accordance with this Agreement and First Nation gchi-naaknigewin;

“First Nation list” means a list of the names of e-dbendaagzijig maintained by each First Nation in accordance with its First Nation gchi-naaknigewin and First Nation law;

“First Nation Specific Agreement” means the Anishnaabe Government First Nation Specific Agreement, which is an agreement between each First Nation and Canada that confirms specific information with respect to that First Nation and sets out activities required by the First Nation and Canada to fulfill certain obligations derived from the Anishnaabe Government Agreement;

“fish” means:

- (a) a fish;
- (b) parts of fish;
- (c) shellfish, crustaceans, and any parts of shellfish or crustaceans; or
- (d) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish and crustaceans;

“fixed assets” means the fixed assets held by Canada on First Nation land;

“giigdoonini” (male singular) or “giigdooninwag” (m. plural) or giigdooniniikwe (female singular) or “giigdooniniikweg” (f. plural) means a member of eniigaanzijig, other than Gimaa or Gimaakwe, selected in accordance with First Nation gchi-naaknigewin and First Nation law;



“Gimaakwe” (female) and “Gimaa” (male) means the chief of a First Nation, selected in accordance with First Nation gchi-naaknigewin and First Nation law;

“Grand Council” means the governing body of the United Anishnaabeg Councils, composed of Gimaa or Gimaakwe of each First Nation or another First Nation public official selected in accordance with First Nation gchi-naaknigewin;

“intellectual property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders’ rights;

“interest” in relation to First Nation land means any estate, right or interest of any nature in or to that land, but does not include title to the land;

“licence”, in relation to First Nation land, means any right of use or occupation of First Nation land, other than an interest in that land;

“Minister” means the Minister of Indian Affairs and Northern Development;

“Ontario” means Her Majesty the Queen in Right of Ontario;

“post-secondary education assistance programs means funding provided by the Department of Indian Affairs and Northern Development in support of post-secondary education;

“project” means a project as defined in the *Canadian Environmental Assessment Act*;

“proponent” means proponent as defined in the *Canadian Environmental Assessment Act*;

“public official” means a person selected by e-dbendaagzijig in accordance with First Nation gchi-naaknigewin for the purposes of governing;

“United Anishnaabeg Councils” means the government collectively composed of all of the First Nations; and

“United Anishnaabeg Councils gchi-naaknigewin” means the constitution of the United Anishnaabeg Councils.

## **PART 2 - PURPOSE**

1. The purpose of this Agreement is to set out First Nation government arrangements and to set out certain aspects of the intergovernmental relations among the First Nations, the United Anishnaabeg Councils and Canada.

## **PART 3 - LEGAL STATUS AND CAPACITY**

2. Each First Nation and the United Anishnaabeg Councils are separate legal entities, with the capacity, rights, powers and privileges of a natural person, such as to:
  - (a) enter into all forms of agreements;
  - (b) acquire, hold, sell or exchange real property, and any interest therein;
  - (c) acquire, hold, expend, invest and borrow money and securities, or guarantee the repayment of money or securities;
  - (d) carry on business;
  - (e) sue, or be sued, in its own name; and
  - (f) do other things ancillary to its capacities, rights, powers, and privileges.

## **PART 4 - STRUCTURES OF GOVERNMENT**

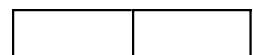
### **FIRST NATION**

3. All the authority of a First Nation rests with e-dbendaagzijig.
4. Each First Nation shall have First Nation gchi-naaknigewin.
5. E-dbendaagzijig may determine the powers and duties of their government in First Nation gchi-naaknigewin.
6. Each First Nation shall exercise its authority through eniigaanzijig and congress.
7. Eniigaanzijig shall exercise legislative powers until the congress is established.

8. First Nation gchi-naaknigewin shall provide for, among other things, the:
- (a) exercise of the executive and legislative powers and duties;
  - (b) establishment of, and eligibility and method of selection for eniigaanzijig and congress;
  - (c) procedure for amending First Nation gchi-naaknigewin;
  - (d) procedure for making and publishing First Nation laws, and providing access to those laws to any person;
  - (e) decision making by e-dbendaagzijig;
  - (f) process for the delegation of authority;
  - (g) system of reporting, including financial accountability, through which eniigaanzijig and congress shall be accountable to e-dbendaagzijig on a basis comparable to standards generally accepted for governments in Canada;
  - (h) eligibility criteria for the determination of e-dbendaagzijig, and a mechanism for reviewing decisions on the determination of e-dbendaagzijig;
  - (i) eligibility and method of selection of the public official representing the First Nation on the Grand Council if other than Gimaa or Gimaakwe;
  - (j) rules, regulations and procedures with respect to the development, conservation, protection, management, use, possession and disposition of First Nation land; and
  - (k) rules to address conflict of interest of public officials.
9. For greater certainty, each First Nation may make laws in respect of those matters which are also to be provided for in First Nation gchi-naaknigewin.
10. First Nation gchi-naaknigewin shall not be inconsistent with this Agreement.

#### **UNITED ANISHNAABEG COUNCILS**

11. All the authority of the United Anishnaabeg Councils rests with e-dbendaagzijig.
12. The United Anishnaabeg Councils shall have United Anishnaabeg Councils gchi-naaknigewin.
13. E-dbendaagzijig may determine the powers and duties of the United Anishnaabeg Councils in United Anishnaabeg Councils gchi-naaknigewin.



14. The United Anishnaabeg Councils shall exercise only the authority delegated to it by the First Nations. The United Anishnaabeg Councils shall execute its authority through the Grand Council.
15. United Anishnaabeg Councils gchi-naaknigewin shall provide for, among other things, the:
  - (a) role of the Grand Council;
  - (b) administration, operation and internal management of the United Anishnaabeg Councils;
  - (c) rules to address conflict of interest of public officials;
  - (d) procedure for amending United Anishnaabeg Councils gchi-naaknigewin;
  - (e) procedure for making and publishing First Nation laws, and providing access to those laws to any person; and
  - (f) system of reporting, including financial accountability, through which the United Anishnaabeg Councils shall be accountable to the First Nations and e-dbendaagzijig on a basis comparable to standards generally accepted for governments in Canada.
16. United Anishnaabeg Councils gchi-naaknigewin shall not be inconsistent with this Agreement.

## **PART 5 - LAW-MAKING AUTHORITY**

### **EXERCISE OF LAW-MAKING AUTHORITY**

17. The exercise of law-making authority by a First Nation shall be in accordance with its First Nation gchi-naaknigewin and this Agreement.
18. (a) Subject to 18 (b) a First Nation law may provide for creation of offences and for the imposition of penalties including fines, restitution and imprisonment for the violation of First Nation law;
- (b) (i) a First Nation law may provide for terms of imprisonment for a violation of First Nation laws, no greater than those that may be imposed under section 787 (1) of the *Criminal Code*;
- (ii) a First Nation law, other than a law in relation to environmental protection, may provide for a fine of up to \$10,000.00 or the amount applicable to summary conviction offences under section 787 (1) of the *Criminal Code*, whichever is greater;
- (iii) a First Nation law in relation to environmental protection may provide for a fine that is no greater than the fine that may be imposed for offences punishable upon summary conviction under federal environmental legislation; and
- (iv) a First Nation law may provide for use of alternative sentencing and diversion, including community service orders, for the violation of First Nation law.
19. Each First Nation may do such things as may be necessarily incidental to the exercise of its law-making authority or to enable the First Nation to carry out its responsibilities pursuant to this Agreement.

### **Delegation by a First Nation**

20. The First Nations agree that if they choose to exercise authority, including law-making authority, it shall be delegated to the United Anishnaabeg Councils in accordance with First Nation gchi-naaknigewin and this Agreement in circumstances where:
- (a) the enactment, implementation or enforcement of legislation is beyond their legal, technical, management or administrative capacity;
- (b) the development or delivery of governmental programs and services is beyond their technical, management or administrative capacity;
- (c) economies of scale could be achieved through eliminating overlap or duplication of

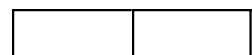
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laws and governmental programs and services; and

- (d) success of a program and service would be ensured by providing to e-dbendaagzijig equal access and mechanisms of appeal and redress.
21. A First Nation may delegate law-making authority to the United Anishnaabeg Councils, in accordance with First Nation gchi-naaknigewin and this Agreement, provided that:
- (a) an agreement has been entered into between the First Nation and the United Anishnaabeg Councils that sets out the conditions upon which law-making authority shall be delegated to and exercised by the United Anishnaabeg Councils; and
  - (b) such delegation is authorized by First Nation gchi-naaknigewin or First Nation law, or both.
22. A First Nation may delegate law-making authority to any other government in accordance with First Nation gchi-naaknigewin and this Agreement, as appropriate, provided that:
- (a) an agreement has been entered into between the First Nation and the government to which law-making authority is being delegated that sets out the conditions upon which law-making authority shall be delegated to and exercised by the other government;
  - (b) such delegation is authorized by First Nation gchi-naaknigewin or First Nation law, or both; and
  - (c) federal or provincial legislation is in place which recognizes the authority of that government to make laws in relation to the subject matter delegated.
23. The United Anishnaabeg Councils or any other government which has been delegated a First Nation law-making authority shall not delegate that authority.

#### **United Anishnaabeg Councils**

24. Except as otherwise agreed by the parties in respect of particular matters, the United Anishnaabeg Councils is responsible for intergovernmental relations between the First Nations and Canada, including but not limited to:
- (a) dispute resolution;
  - (b) the fiscal relationship; and
  - (c) the implementation of this Agreement.



25. On the coming into force of this Agreement, each First Nation shall delegate such management and administration authority to the United Anishnaabeg Councils as may be necessary to allow the United Anishnaabeg Councils to fulfill its responsibilities.

**Relationship to Persons who are not E-dbendaagzid**

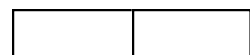
26. First Nation law or First Nation gchi-naaknigewin shall provide that persons who are not e-dbendaagzid residing on First Nation land or having an interest in First Nation land with mechanisms through which they may have input into proposed First Nation law and proposed amendments to First Nation law that directly and significantly affect them.
27. First Nation law made pursuant to clause 26 shall be in effect on the coming into force of this Agreement.

**SELECTION OF PUBLIC OFFICIALS**

28. Each First Nation may make laws with respect to public officials, including but not limited to, the eligibility and selection of public officials.
29. In the event of a conflict between First Nation laws made in relation to selection of public officials and federal laws, First Nation law shall prevail to the extent of the conflict.

**E-DBENDAAGZIIG**

30. Each First Nation may make laws with respect to the determination of e-dbendaagzijig, including but not limited to, eligibility criteria and a review mechanism for the determination of e-dbendaagzijig.
31. E-dbendaagzid shall be named on a First Nation list.
32. A First Nation list shall include persons whose names are on a Band List maintained by a First Nation or the Registrar as defined by the *Indian Act* immediately prior to the coming into force of this Agreement.
33. A First Nation law may not remove e-dbendaagzid from a First Nation list only by reason of a situation that existed or an action taken before the First Nation law came into force.
34. For greater certainty, on the coming into force of this Agreement, a First Nation shall have authority with respect to its First Nation list, and Canada shall have no authority with respect to the addition to or deletion from the First Nation list.



35. The *Citizenship Act* and the *Immigration Act* and any other federal law containing provisions dealing with Canadian citizenship and immigration shall apply to persons on First Nation land, and in the event of conflict with First Nation law, the federal law shall prevail.
36. Subject to clause 35, in the event of a conflict between First Nation law made in relation to e-dbendaagzijig and federal laws, First Nation law shall prevail to the extent of the conflict.

### **E-NAADZIYANG AND ANISHNAABEMWIN**

37. Each First Nation may make laws with respect to e-naadziyang and anishnaabemwin on First Nation land.
38. In the event of a conflict between First Nation law made in relation to e-naadziyang and anishnaabemwin and federal laws, First Nation law shall prevail to the extent of the conflict.

### **EDUCATION**

39. Each First Nation may make laws with respect to primary, elementary and secondary education on First Nation land for e-dbendaagzijig.
40. First Nation education standards shall be at least equivalent to those established by Ontario.
41. Each First Nation shall have authority with respect to the management of post-secondary education assistance programs for e-dbendaagzijig.
42. In the event of a conflict between First Nation law made in relation to education and federal laws, First Nation law shall prevail to the extent of the conflict.

### **LAND**

#### **Law-Making Authority**

43. (a) Each First Nation may make laws with respect to the development, conservation, protection, management, use, possession, and disposition of First Nation land.
- (b) Any exercise of authority by the First Nations over lands held jointly with a band under the Indian Act or a first nation under the First Nations Land Management Act shall be in accordance with an agreement between the parties for whom those lands were set aside.



### **Rights, Powers and Privileges**

44. Subject to the provisions of this Agreement, a First Nation has:
- (a) all the rights, powers and privileges of an owner in relation to First Nation land; and
  - (b) the authority to grant interests and licences in relation to First Nation land, and to manage its natural resources.
45. For greater certainty, the fixed assets shall be transferred to each First Nation in accordance with the provisions of this Agreement and the First Nation Specific Agreement.

### **Division of Land Upon Breakdown of a Marriage**

46. A First Nation shall develop rules and procedures, applicable on the breakdown of a marriage, for the use, occupancy and possession of First Nation land and the division of interests in that land.
47. The First Nation shall have a period of 12 months from the date of the coming into force of this Agreement, or such other period as the parties may agree, to enact the rules and procedures referred to in clause 46.

### **Title to and Protection of First Nation Land**

48. Title to First Nation land shall continue to be held by Canada for the use and benefit of the First Nation.
49. First Nation land shall continue to be lands reserved for Indians within the meaning of section 91(24) of the *Constitution Act, 1867*.
50. First Nation land shall not be sold, but First Nation land may be exchanged or conveyed pursuant to clauses 55 to 63.
51. Existing third-party interests and licences in First Nation land, other than interests and licences of e-dbendaagzid, shall continue in force according to their terms and conditions.
52. The rights and obligations of Canada as grantor in respect of the interests and licences referred to in clause 51, and further described in each First Nation Specific Agreement, are transferred to the First Nations in accordance with those Agreements.

53. Despite clause 51, any rights of e-dbendaagzid in lawful possession of land as defined under the *Indian Act*, to transfer or lease those rights and to share in revenues generated by such rights shall be set out in gchi-naaknigewin or First Nation law.
54. On the coming into force of this Agreement, no interest or licence in relation to First Nation land may be acquired or granted except in accordance with First Nation gchi-naaknigewin or First Nation law.

#### **Voluntary Exchange of First Nation Land**

55. A First Nation may exchange a parcel of First Nation land for another parcel of land, on the condition that the other parcel of land becomes First Nation land. A land exchange may also provide for additional compensation, including land that may not become First Nation land, and may be subject to other terms and conditions.
56. Any exchange of First Nation land shall require approval by e-dbendaagzijig in accordance with the process established in First Nation gchi-naaknigewin.
57. First Nation land shall only be exchanged for land that Canada sets apart as First Nation land. The approval of Canada shall be required with respect to title, exterior boundary surveys and environmental assessment.
58. To give effect to an exchange of First Nation land that is approved by a First Nation, the First Nation shall execute an authorization and direction to Canada to transfer title to the land.
59. Pursuant to clause 58, Canada shall transfer title to the land in accordance with the First Nation authorization and direction and the applicable terms and conditions of the exchange.
60. Canada may effect the exchange of land in complete reliance on the authorization and direction, and, without limiting the generality of the foregoing, Canada is under no obligation to:
- (a) look into the procedures used by the First Nation leading to the issuance of the authorization and direction;
  - (b) look into the adequacy of consideration agreed to by the First Nation; or
  - (c) consider whether it is in the interests of the First Nation to effect the exchange.
61. A copy of the instrument transferring title to First Nation land shall be registered in the sub-register of the Reserve Land register established under the *Indian Act*.

62. Land received in exchange for First Nation land shall become both a reserve and First Nation land as of the date of the exchange, or such later date as the First Nation may specify. This does not apply to land that is received by the First Nation as additional compensation and that is not intended to become First Nation land.
63. Where an exchange of First Nation land is approved, the description of First Nation land in the First Nation Specific Agreement shall be deemed to be amended to delete the description of the First Nation land that was exchanged and amended to add the description of the land received in exchange.

### **Immunity from Seizure**

64. First Nation land is not subject to seizure under legal process.
65. The real and personal property of e-dbendaagzid or a First Nation situated on First Nation land or on a reserve as defined by the *Indian Act* is not subject to charge, pledge, mortgage, attachment, levy, seizure, distress or execution in favour or at the instance of any person other than e-dbendaagzid or a First Nation.
66. A person who sells to a First Nation or e-dbendaagzid personal property under an agreement whereby the right of property or right of possession thereto remains wholly or in part in the seller may exercise those rights under the agreement despite the personal property being situated on First Nation land.
67. A leasehold interest in First Nation land that is designated land under the *Indian Act* before the coming into force of this Agreement is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution.
68. First Nation gchi-naaknigewin may provide that other leasehold interests in any of its First Nation land are subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution.
69. (a) For the purposes of clauses 64 ,65 and 66, personal property that was:
- (i) purchased by Canada with Indian moneys or moneys appropriated by Parliament for the use and benefit of e-dbendaagzijig or First Nations, or
  - (ii) given to e-dbendaagzijig or to a First Nation under a treaty or agreement between a First Nation and Canada
- shall be deemed always to be situated on First Nation land.
- (b) For the purposes of clauses 65 and 66, e-dbendaagzid includes a member of a band as defined in the *Indian Act*.

### **Compulsory Acquisition of First Nation Land by a First Nation**

70. Based on the principle of fair compensation, a First Nation may assume any interest in its First Nation land by compulsory acquisition if deemed by the First Nation as necessary for community works or other First Nation community purposes.
71. A First Nation's power of compulsory acquisition of an interest in its First Nation land shall be exercised in accordance with First Nation gchi-naaknigewin or First Nation law, which shall include a mechanism to resolve disputes.
72. Any interest in First Nation land that was obtained pursuant to section 35 of the *Indian Act*, or any interest that has been acquired by Canada, or that is acquired by Canada after this Agreement comes into force in accordance with this Agreement, is not subject to compulsory acquisition by a First Nation.

### **Expropriation by Canada**

73. It is of fundamental importance not to reduce the amount and to maintain the integrity of First Nation land, and Canada agrees that, as a general principle, First Nation land shall not be expropriated.
74. Despite clause 73, First Nation land may be expropriated only by Canada with the consent of the Governor in Council, and only by and for the use of a federal department or agency.
75. The Governor in Council shall only consent to an expropriation of First Nation land if the expropriation is justifiable and necessary for a federal public purpose that serves the national interest.
76. When making a decision to expropriate First Nation land, the Governor in Council, in addition to other steps that may be required before making such a decision, shall at a minimum follow these steps:
  - (a) consider using means other than expropriation and shall use those other means where reasonably feasible;
  - (b) use non-First Nation land, where such land is reasonably available;
  - (c) make reasonable efforts to acquire the land through agreement with the First Nation, rather than expropriation;
  - (d) expropriate only the smallest interest necessary and for the shortest time required; and
  - (e) provide the First Nation with all information relevant to the expropriation.

77. Prior to the Governor in Council consenting to the expropriation of First Nation land, Canada shall make public a report on the reasons justifying the expropriation and the steps taken in satisfaction of clauses 74 to 76.
78. Where a First Nation objects to a proposed expropriation, it may refer the issue for a neutral evaluation under the dispute resolution provisions of this Agreement within 60 days of receiving a copy of the report referred to in clause 77.
79. An order of the Governor in Council consenting to the expropriation shall not be issued earlier than:
- (a) the end of the 60 day period referred to in clause 78; and
  - (b) the day the opinion or recommendation of an independent third party is released, where the First Nation referred the proposed expropriation to a neutral evaluation under clause 78.

### **Compensation by Canada**

80. In the event of the expropriation by Canada of First Nation land, Canada shall provide compensation to the First Nation.
81. The compensation shall include alternate land of equal or greater size or of comparable value. If the alternate land is of less than comparable value, then additional compensation shall be provided. The alternate land may be smaller than the land being expropriated only if that does not result in the First Nation having less land area than existed on the coming into force of this Agreement.
82. The total value of the compensation provided by Canada shall be based on the combined total of:
- (a) the market value of the land or interest that is acquired;
  - (b) the replacement value of any improvement to the land that is acquired;
  - (c) the damages attributable to the disturbance;
  - (d) the value of any special economic advantage arising out of or incidental to the occupation or use of the affected First Nation land to the extent that this value is not otherwise compensated;
  - (e) damages for any reduction in the value of a remaining interest; and
  - (f) damages for any adverse effect on any cultural or other special value of the land.

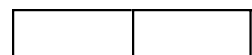
83. If the nature or value of the compensation cannot be agreed upon by the First Nation and Canada then either party may refer the issue to arbitration under the dispute resolution provisions of this Agreement.
84. Any claim or encumbrance in respect of the interest expropriated by Canada may only be claimed against the amount of compensation that is otherwise payable to the person or entity whose interest is being expropriated.
85. Interest on the compensation is payable from the date the expropriation takes effect, at the same rate as for prejudgment interest in the Superior Court of Justice in the Province of Ontario.
86. Alternate lands accepted by a First Nation as part of the compensation shall be set apart by Canada as First Nation land.

#### **Status of Expropriated First Nation Land**

87. Where less than the full interest of a First Nation in its First Nation land is expropriated by Canada:
- (a) the land retains its status as First Nation land;
  - (b) the land remains subject to First Nation gchi-naaknigewin and to any First Nation law that is otherwise applicable, except to the extent First Nation gchi-naaknigewin or the First Nation law is inconsistent with the expropriation; and
  - (c) the First Nation may continue to use and occupy the land, except to the extent the use or occupation is inconsistent with the expropriation.

#### **Reversion or Return of Interest in First Nation Land**

88. Where an expropriated interest in First Nation land, which is less than the full interest of the First Nation in the land, is no longer required by Canada for the purpose for which it was expropriated, the interest in land shall revert to the First Nation.
89. Where the full interest of a First Nation in its First Nation land was expropriated, but is no longer required by Canada for the purpose for which it was expropriated, the land shall be returned to the First Nation on terms negotiated by the First Nation and Canada at the time of the expropriation or at a later date as agreed to by the parties.
90. Where the terms and conditions of the return cannot be agreed upon by the First Nation and Canada then either party may refer the issue to arbitration under the dispute resolution provisions of this Agreement.
91. The minister responsible for the expropriation may decide, without consent of the Governor in Council, that the land is no longer required and determine the disposition of



any improvements.

### **Application of the Federal *Expropriation Act***

92. Any provisions of the Federal *Expropriation Act* that are applicable to an expropriation of First Nation land by Canada shall apply unless inconsistent with this Agreement.

### **Liability**

93. A First Nation shall not be liable for acts or omissions of Canada, or any person authorized by Canada to act in relation to its First Nation land, that occurred before the coming into force of this Agreement.
94. Canada shall not be liable for acts or omissions of the First Nation, or any person authorized by the First Nation to act in relation to its First Nation land, that occur after the coming into force of this Agreement.
95. Canada shall indemnify a First Nation for any loss arising from any acts or omissions by Canada, or any person or entity acting on behalf of Canada in respect of First Nation land, that occurred before the coming into force of this Agreement.
96. A First Nation shall indemnify Canada for any loss arising from any acts or omissions by a First Nation, or any person or entity acting on behalf of a First Nation in respect of First Nation land, that occur after the coming into force of this Agreement.
97. The party which is the subject of a claim, demand, action, or proceeding that may give rise to a requirement to provide payment to that party pursuant to an indemnity under this Agreement:
- (a) shall vigorously defend the claim, demand, action, or proceeding; and
  - (b) shall not settle or compromise the claim, demand, action, or proceeding except with the consent of the party which has granted that indemnity, which consent shall not be arbitrarily or unreasonably withheld or delayed.

### **Land Register**

98. Until such time as a First Nation makes a law to establish a land register, interests in First Nation land are to be registered in the sub-register of the Reserve Land Register established under the *Indian Act*.

99. The Governor in Council may, on the recommendation of the Minister, make regulations respecting the administration of the sub-register of the Reserve Land Register, the registration of interests and licences in it and the recording of any other matter, including but not limited to regulations respecting:
- (a) the effects of registering interests and licences, including priorities;
  - (b) the payment of fees for the registration of interests and licences and for any other service in relation to the sub-register of the Reserve Land Register;
  - (c) the appointment, remuneration, powers, functions and duties of officers and employees who administer the sub-register of the Reserve Land Register; and
  - (d) the keeping, by officers and employees, of documents that are not registrable.

#### **Laws**

100. Subject to clause 104, in the event of a conflict between First Nation law made in relation to First Nation land and federal laws, First Nation law shall prevail to the extent of the conflict.

#### **NATURAL RESOURCES**

101. Each First Nation may make laws with respect to the development, conservation, protection, management, use, possession and disposition of renewable and non-renewable natural resources, to the extent that the resources are under the jurisdiction of Canada and are part of First Nation land.
102. Without limiting the generality of clause 101, a First Nation may exercise its authority in relation to the following types of activities relating to natural resources, to the extent that these resources are under the authority of Canada and are part of First Nation land, including but not limited to:
- (a) the development of an inventory and natural resource use plan, with provisions for harvesting rights and responsibilities;
  - (b) the disposition of rights and interests in natural resources;
  - (c) subject to clause 105, the preservation, harvesting, renewal and management of wildlife, including game, birds, fur bearing animals and their natural habitat;
  - (d) the preservation, harvesting and management of forest resources; and
  - (e) the management, exploration, exploitation, development and disposition of the surface and sub-surface resources.



103. Nothing in this Agreement provides law-making authority to either party, nor shall affect or extend any rights of either party, related to fish or fish habitat or navigable waters.
104. Federal legislation enacting international agreements related to natural resources including but not limited to:
- (a) the *Migratory Birds Convention Act*;
  - (b) federal legislation over prospecting for, mining, refining and handling of uranium; and
  - (c) federal legislation relating to endangered species or setting out obligations with respect to the collection and reporting of statistics of natural resources in Canada,
- shall prevail in the event of conflict with First Nation law to the extent of the conflict.
105. Subject to clause 104, in the event of a conflict between First Nation law made in relation to natural resources and federal laws, First Nation law shall prevail to the extent of the conflict.

**ENVIRONMENTAL PROTECTION**

106. Each First Nation may make laws with respect to environmental protection on First Nation land.
107. A First Nation law may provide for enforcement measures consistent with federal environmental laws, such as the power to inspect, search and seize and order compulsory sampling, testing and the production of information.

108. The *Canadian Environmental Protection Act* and any other federal legislation concerning environmental protection and First Nation law with respect to environmental protection shall apply on First Nation land.
109. In the event of a conflict between a First Nation law made in relation to environmental protection and federal laws, the federal laws shall prevail to the extent of the conflict.

#### **Environmental Emergencies**

110. Subject to clause 145, nothing in this Agreement affects any environmental emergency agreement or arrangement that has been or may be entered into for the protection of the environment on First Nation land.

#### **Intergovernmental Agreements**

111. Subject to this Agreement, before making any First Nation law with respect to environmental protection, a First Nation and Canada shall enter into an agreement in relation to environmental protection.

### **ENVIRONMENTAL ASSESSMENT**

112. Each First Nation may make laws with respect to environmental assessment of proposed projects on First Nation land.
113. Any laws made pursuant to clause 112, which may among other things establish an environmental assessment process, shall maintain or exceed the requirements of the *Canadian Environmental Assessment Act*.
114. First Nation law with respect to environmental assessment shall provide for a determination of projects on First Nation land that are subject to an environmental assessment, provided that such a determination does not lead to the exclusion of projects that would otherwise be subject to an environmental assessment under the *Canadian Environmental Assessment Act*.
115. A project subject to an environmental assessment shall not be authorized until an environmental assessment is completed in accordance with the law made pursuant to clause 112.
116. The First Nation environmental assessment process shall be structured to promote the implementation of the principle that proponents are responsible for costs associated with the environmental assessment process including the preparation of the environmental impact statement, mitigation measures, follow-up programs and public consultation.

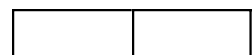
117. For greater certainty, the First Nation environmental assessment process shall provide:

- (a) that the following factors are taken into consideration in the environmental assessment process:
  - (i) the environmental effects of the project, including the environmental effects of malfunctions or accidents that may occur in connection with the project and any cumulative environmental effects that are likely to result from the project in combination with other projects or activities that have been or shall be carried out;
  - (ii) the significance of the environmental effects;
  - (iii) comments received from the public in accordance with laws made pursuant to clause 112;
  - (iv) measures that are technically and economically feasible and that would mitigate any significant adverse environmental effects of the project; and
  - (v) where projects are likely to have significant adverse environmental effects, provide for the consideration of the following additional factors:
    - (1) the purpose of the project;
    - (2) alternative means of carrying out the project that are technically feasible and the environmental effects of any such alternative means;
    - (3) the need for, and the requirements of, any follow-up program in respect of the project; and
    - (4) the capacity of renewable resources that are likely to be significantly affected by the project to meet the needs of the present and those of the future;
- (b) an opportunity for public participation and public access to the environmental assessment information;
- (c) an opportunity for a full public review where a project is likely to have significant adverse environmental effects; and
- (d) for a requirement that decision makers take the environmental assessment report, and where applicable the implementation of the mitigation measures, into consideration prior to taking any action or making any decision that would enable the project to be carried out in whole or in part.

118. The First Nations shall enact laws pursuant to clause 112 within one year, or such further time as the parties may agree to, after the First Nations exercise law-making authority with respect to First Nation land.
119. The parties agree that appropriate measures shall be taken in order to avoid unnecessary overlap and duplication in the conduct of the environmental assessment where a project on the First Nation land is subject to more than one environmental assessment process. Efforts to harmonize environmental assessment requirements shall be premised on the objective of achieving a single environmental assessment for each project, resulting in increased certainty, accountability and predictability in environmental assessment.
120. Until the First Nations make laws pursuant to clause 112, the First Nations shall ensure that:
- (a) projects on First Nation land which are subject to an environmental assessment under the *Canadian Environmental Assessment Act* are assessed before they are authorized by the First Nation;
  - (b) the environmental assessment reflects those elements contained in clause 117;
  - (c) proposed projects that are likely to have significant adverse environmental effects are not authorized before they are subject to public review; and
  - (d) where a project is subject to public review, the factors outlined in clause 117(a) are taken into consideration and the public is given full opportunity to participate in the review.
121. The *Canadian Environmental Assessment Act* shall apply on First Nation land consistent with clause 119.
122. In the event of a conflict between First Nation law made in relation to environmental assessment and federal laws, federal laws shall prevail to the extent of the conflict.

#### **PUBLIC WORKS AND INFRASTRUCTURE**

123. Subject to clause 126, each First Nation may make laws with respect to public works and community infrastructure on First Nation land.
124. First Nation law-making authority pursuant to clause 123 may extend over the design, construction, renovation, acquisition, operation and maintenance of facilities, networks or structures related to, among other things:



- (a) water and sanitation systems;
  - (b) waste disposal;
  - (c) energy supply and distribution;
  - (d) fire protection;
  - (e) transportation infrastructure; and
  - (f) community services.
125. A First Nation may enter into agreements with any government, public agency, or private corporation for planning, delivery, or any other aspect of public works and infrastructure.
126. First Nation public works and infrastructure standards shall be at least equivalent to those established by Canada or Ontario.
127. In the event of a conflict between First Nation law made in relation to public works and infrastructure and federal laws, First Nation law shall prevail to the extent of the conflict.

#### **TRAFFIC AND TRANSPORTATION**

128. Each First Nation may make laws with respect to traffic and transportation on First Nation land.
129. First Nation standards for health, safety and technical codes regarding traffic or transportation shall be at least equivalent to those established by Canada or Ontario.
130. In the event of a conflict between First Nation law made in relation to traffic and transportation and federal laws, federal laws shall prevail in relation to transportation, and First Nation law shall prevail in relation to traffic, including the control or prohibition, and operation and use of vehicles on First Nation land.

#### **ECONOMIC DEVELOPMENT AND OPERATION OF BUSINESS**

131. Each First Nation may make laws on First Nation land with respect to:
- (a) licensing of business;
  - (b) regulation and prohibition of the operation of business; and
  - (c) affirmative action initiatives.

132. In the event of conflict between First Nation law made in relation to clause 131 and federal laws, First Nation law shall prevail to the extent of the conflict.
133. For greater certainty, the power of a First Nation to make laws as set out in this Agreement, includes the power to make laws in relation to economic development and the establishment of institutions to increase opportunity for economic development.

## **ENFORCEMENT AND ADJUDICATION OF FIRST NATION LAW**

### **Adjudication**

134. The Federal Court (Trial Division) shall have jurisdiction for judicial review of decisions of bodies referred to in or established in accordance with this Agreement, First Nation gchi-naaknigewin, United Anishnaabeg Councils gchi-naaknigewin or First Nation law, provided all internal appeal mechanisms have been exhausted.
135. The Ontario Court of Justice shall have jurisdiction in respect of violations of First Nation law.
136. The Ontario Superior Court of Justice shall have jurisdiction to hear and determine proceeding for:
- (a) civil matters arising under First Nation law; and
  - (b) appeal of decisions of the Ontario Court of Justice in relation to matters referred to in clause 135.

### **Procedures**

137. A First Nation may make laws with respect to the enforcement of First Nation laws, including:
- (a) adopting the summary conviction procedures of Part XXVII of the Criminal Code; or
  - (b) adopting the laws of Ontario relating to proceedings in respect of offences that are created by a law of Ontario, with such modifications as may be required.

### **Disposition of Fines**

138. Where a fine is imposed in respect of a First Nation law and where the proceeding is instituted at the instance of the First Nation, the fine belongs to that First Nation.

### **Prosecutions**

139. The First Nations are responsible for the prosecution of violations of First Nation law, and may appoint individuals to conduct such prosecution in a manner consistent with the relevant principles of prosecutorial independence.

### **Proof of Laws**

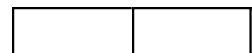
140. In any proceedings, evidence of a First Nation law may be given by the production of a copy of the law, certified to be a true copy by a person authorized by the First Nation, without proof of that person's signature or official character.

### **PUBLIC ORDER, PEACE AND SAFETY**

141. Each First Nation may make laws with respect to the control or prohibition of any actions, activities or undertakings on First Nation land that constitute, or may constitute, a threat to public order, peace or safety or a danger to public health.
142. In the event of a conflict between First Nation law made in relation to public order, peace and safety and federal laws, federal laws shall prevail to the extent of the conflict.

### **FUTURE NEGOTIATIONS**

143. The First Nations and Canada shall negotiate with respect to the following subject areas, in accordance with a process agreed to by the First Nations and Canada:
- (a) agriculture;
  - (b) additions to First Nation land;
  - (c) traditional health practices;
  - (d) labour relations;
  - (e) wills and estates; and
  - (f) such other matters as the parties may agree.
144. The First Nations may enter into government-to-government negotiations of an administrative nature with federal departments and agencies on other subject matters where possible and practicable for the First Nations and the agency or department.
145. The First Nations, Canada and Ontario may negotiate with respect to the following subject areas to the extent that these subject areas are not provided for in any other provision of this Agreement:



- (a) administration of justice, including policing and corrections services;
  - (b) education, including pre-school and post secondary;
  - (c) emergency preparedness and emergency response;
  - (d) fish and fish habitat;
  - (e) gaming;
  - (f) health;
  - (g) repatriation of First Nation artifacts, objects and property related to e-naadziyang that may be in the possession of Ontario;
  - (h) social services;
  - (i) training; and
  - (j) such other matters as First Nations, Canada and Ontario may agree.
146. The negotiations cited in clause 145 shall be conducted in accordance with a process agreed to by the First Nations, Canada and Ontario.
147. The parties shall negotiate the issue of the determination of Indian status in the context of a change in Canada's policy or legislation.

## **PART 6 - CAPITAL AND REVENUE MONEYS**

148. On the coming into force of this Agreement all capital and revenue moneys collected, received or held by Canada for the use and benefit of the First Nation shall cease to be Indian moneys under the *Indian Act* and shall be transferred by Canada to the First Nation.
149. Canada shall not thereafter be responsible for the collection or management of capital and revenue moneys payable to or for the benefit of the First Nation except as may be expressly provided in the Implementation Agreement and First Nation Specific Agreement.
150. Canada shall be liable only for any errors or omissions that occurred while the capital and revenue moneys were under Canada's administration.

## **PART 7 - RELATIONSHIP OF LAWS**



151. In this Part, “touching upon” or “touches upon” means has incidental impacts.

## **FEDERAL**

152. Except as otherwise provided for in this Agreement, federal laws apply to the First Nations, the United Anishnaabeg Councils, First Nation land and all persons on First Nation land.

153. For greater certainty, First Nation law-making authority does not include the power to make laws in relation to:

- (a) intellectual property, in respect of all matters within federal jurisdiction;
- (b) criminal law or criminal procedures;
- (c) labour relations and working conditions, including employment equity for purposes of the *Employment Equity Act*; and
- (d) broadcasting and telecommunication.

154. For greater certainty, it is intended that the First Nations exercise law-making authority in a manner that avoids, to the extent reasonably possible, touching upon subject matters for which no law-making authority is provided for in this Agreement.

155. Despite any other provision of this Agreement, where a First Nation law touches upon a subject matter in respect of which the First Nations do not have law-making authority under this Agreement or for which the First Nation has law-making authority but the Agreement does not provide for the priority of First Nation law and there is a conflict between that First Nation law and a federal law, the federal law prevails, but only to the extent of the conflict.

156. Federal laws related to:

- (a) the preservation of peace, order and good government in Canada;
- (b) criminal law; and
- (c) health and safety

shall prevail over First Nation law but only to the extent of the conflict.

157. If there is a conflict between this Agreement and the provisions of any federal law, this Agreement shall prevail to the extent of the conflict.

158. Parts 2, 10, 11, 12, 13 and 15, and clauses 20, 125, 143 to 147, 169 to 174, 183, 189, 193, 194, 195, 196 and 206 are contractual and shall not be incorporated by reference into the federal implementing legislation.

159. If there is a conflict between the federal implementing legislation and the provisions of any other federal law, the federal implementing legislation shall prevail to the extent of the conflict.

## INDIAN ACT

160. On the coming into force of this Agreement the *Indian Act* shall no longer apply in respect of the First Nations, e-dbendaagzijig and First Nation land except:
- (a) Section 4.1;
  - (b) Sections 5 to 7;
  - (c) Sections 14.1, 14.2 and 14.3 as they apply to the Indian Register;
  - (d) Sections 42 to 52.5, except sections 44(3) and 49;
  - (e) Sections 73(1)(f), (g) and (h) and section 73(2);
  - (f) Sections 83(1)(a), (e), (e.1), (f), (g) and 83(3), (4), (5), (6); and
  - (g) Sections 87 and 90(1) in respect of section 87.
161. Section 88 of the *Indian Act* shall apply in relation to those *Indian Act* provisions set out in clause 160.
162. For the purposes of the continuing application of certain provisions of the *Indian Act*, as set out in clause 160, a First Nation shall be deemed to be a “band”, First Nation land shall be deemed to be a “reserve”, eniigaanzijig shall be deemed to be the “council of the band” and e-dbendaagzid shall be deemed to be a “member of a band” within the meaning of these terms as they are defined in the *Indian Act*.
163. Any band by-law made pursuant to the *Indian Act* shall continue to be a by-law made under the *Indian Act* and enforceable as such where the provisions of the by-law could not be enacted as a law of the First Nation according to the terms of this Agreement. Such a by-law may only be amended and repealed according to the law-making processes of the First Nation established under First Nation gchi-naaknigewin and law.

## INDIAN OIL AND GAS ACT

164. The *Indian Oil and Gas Act* and regulations made thereunder shall not apply to First Nation land.

**CANADA LANDS SURVEYS ACT**

165. For greater certainty, the *Canada Lands Surveys Act* applies to First Nation land.
166. For the purposes of section 29(3) of the *Canada Lands Surveys Act*, except for the determination of the location of the exterior boundaries of First Nation land, the First Nation has the same powers as the Minister to indicate to the Surveyor General that the survey and plans for a parcel of its First Nation land are satisfactory.

**OFFICIAL LANGUAGES ACT**

167. Services provided by a federal institution, as defined in the *Official Languages Act*, shall be provided in accordance with that Act.
168. The *Official Languages Act* does not apply to any First Nation, eniigaanzijig, congress, United Anishnaabeg Councils, Grand Council or other body established to perform a governmental function in relation to a First Nation or other group of aboriginal people.

**INTERNATIONAL LEGAL OBLIGATIONS**

169. The United Anishnaabeg Councils and First Nations undertake to ensure that their respective laws and governmental actions shall not cause Canada to be unable to perform its international legal obligations.
170. For greater certainty, reference to Canada's international legal obligations in this Agreement includes those that are in force on or after the coming into force of this Agreement.
171. Where Canada gives notice to the United Anishnaabeg Councils that a law or action of the United Anishnaabeg Councils or a First Nation causes Canada to be unable to perform any of its international legal obligations, the United Anishnaabeg Councils or First Nation shall remedy the relevant law or action to enable Canada to perform the international legal obligation.
172. Subject to clause 174, where a dispute arises between the parties concerning whether a law or action of the United Anishnaabeg Councils or a First Nation causes Canada to be unable to perform any of its international legal obligations, the dispute shall be resolved pursuant to Part 10.
173. Canada shall consult the United Anishnaabeg Councils in the development of positions taken by Canada before an international tribunal where a law or action of the United Anishnaabeg Councils or a First Nation has given rise to an issue concerning the performance of Canada's international legal obligations.

174. Subject to clauses 190, 191, and 192, if there is a finding of an international tribunal of non-performance of any of Canada's international legal obligations attributable to a law or action of the United Anishnaabeg Councils or a First Nation, the United Anishnaabeg Councils or the First Nation, shall, at the request of Canada, remedy the relevant law or action to enable Canada to perform the international legal obligation.

#### **CANADIAN HUMAN RIGHTS ACT**

175. Nothing in this Agreement restricts the operation of the *Canadian Human Rights Act*.
176. The *Canadian Human Rights Act* shall be interpreted in a way that ensures that First Nation needs and aspirations, which include the maintenance and preservation of e-naadziyang and anishnaabemwin, are taken into account in applying the rights and defences in the *Canadian Human Rights Act*.

#### **ACCESS TO INFORMATION AND PRIVACY**

177. Canada shall recommend to Parliament amendments to the *Access to Information Act* and the *Privacy Act* to protect from disclosure, information provided in confidence by the United Anishnaabeg Councils or a First Nation as if it were information provided to Canada by another government in Canada.
178. Canada shall recommend to Parliament amendments to the *Privacy Act* to allow the United Anishnaabeg Councils or a First Nation access to information necessary for the United Anishnaabeg Councils to exercise its authority under this Agreement.
179. Canada may provide information to the United Anishnaabeg Councils or a First Nation in confidence if the United Anishnaabeg Councils or a First Nation has made a law or has entered into an agreement with Canada under which the confidentiality of the information shall be protected.
180. Despite any other provision of this Agreement:
- (a) neither party shall be required to disclose any information that it is required to withhold under its laws;
  - (b) if federal or First Nation law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, neither party shall be required to disclose that information unless those conditions are satisfied; and
  - (c) the parties shall not be required to disclose any information that may be withheld under a privilege at law or under sections 37 to 39 of the *Canada Evidence Act*.

**PROVINCIAL**

181. Ontario laws of general application which touch the core of Indianness shall apply to the First Nations and e-dbendaagzijig. In the event of a conflict between a First Nation law and a law of Ontario of general application which touches the core of Indianness, the First Nation law shall prevail to the extent of the conflict, unless otherwise provided for in this Agreement.
182. For greater certainty, in the event of a conflict between a law of Ontario which applies of its own force and the federal implementing legislation or First Nation law, the federal implementing legislation or the First Nation law shall prevail to the extent of the conflict, unless otherwise provided in this Agreement.
183. The parties agree that clause 181 may be reviewed, and if desirable, modified in the context of any negotiations undertaken pursuant to clause 145.

**PART 8 - TRANSITIONAL PROVISIONS****BAND COUNCILS**

184. The First Nation band councils of the *Indian Act* that are in office on the coming into force of this Agreement shall be deemed to be eniigaanzijig of the First Nation until replaced in accordance with their respective First Nation gchi-naaknigewin and First Nation law.

**CONTINUING EFFECT OF EXISTING BY-LAWS**

185. Subject to clause 163, any by-laws made pursuant to the *Indian Act* shall be deemed to be a First Nation law.

**FIRST NATIONS LAND MANAGEMENT ACT**

186. On the coming into force of this Agreement, the *First Nations Land Management Act* no longer applies to a First Nation which has ratified this Agreement.
187. Any laws made by a First Nation under the *First Nations Land Management Act* shall be deemed to be a First Nation law.

**VALIDITY OF ACTION, DETERMINATION OR DECISION**

188. Any action taken or determination or decision made under this Agreement before its coming into force is deemed, to the extent that it would have been valid under this Agreement, to have been validly taken or made under this Agreement.

**PART 9 - GENERAL PROVISIONS**

189. This Agreement is not a treaty.
190. Nothing in this Agreement shall be construed so as to abrogate or derogate from any aboriginal or treaty rights of e-dbendaagzijig, the First Nations or the United Anishnaabeg Councils, including any right of First Nation government, recognized and affirmed by section 35 of the *Constitution Act, 1982*.
191. Nothing in this Agreement affects any obligations of Canada or Ontario to justify the infringement of any aboriginal or treaty rights of e-dbendaagzijig, the First Nations or the United Anishnaabeg Councils.
192. Nothing in this Agreement shall affect the ability of the First Nations or e-dbendaagzijig to enjoy or exercise any existing or future constitutional rights of the aboriginal peoples of Canada or to benefit from any other arrangements or agreements that may be applicable.
193. The recitals and schedule shall form part of this Agreement.
194. The parties shall use good faith in the implementation of this Agreement.
195. The parties may agree to enter negotiations for the exercise of First Nation authority or jurisdiction on federal lands.
196. E-dbendaagzijig who are Canadian citizens or permanent residents of Canada, as defined in the *Citizenship Act* and the *Immigration Act*, shall continue to be entitled to all the rights and benefits of all other Canadian citizens or permanent residents of Canada.
197. Nothing in this Agreement affects any existing or future administrative arrangements specific to any of the First Nations concerning the delivery of services to e-dbendaagzijig not resident on First Nation land.
198. The First Nations and e-dbendaagzijig shall be eligible to participate in and benefit from federal programs or federally-sponsored government programs in accordance with general criteria established from time to time, to the extent that there is no duplication of First Nation program responsibility.
199. Nothing in this Agreement affects any First Nation policing agreement or arrangement that has been or may be entered into for the enforcement of First Nation, federal or provincial laws on First Nation land.

200. Nothing in this Agreement shall affect the ability of persons acting in an official capacity pursuant to lawful authority to have access to First Nation land. Such persons shall comply with First Nation law enacted pursuant to this Agreement where such compliance does not affect the carrying out of their lawful duties.
201. The Constitution of Canada, including the *Canadian Charter of Rights and Freedoms*, shall apply to the First Nations and United Anishnaabeg Councils and institutions.
202. The *Statutory Instruments Act* shall not apply to First Nation or United Anishnaabeg Councils gchi-naaknigewin or First Nation law.
203. Current arrangements in relation to emergency preparedness and emergency response shall apply unless a subsequent agreement is reached with the First Nations, Canada and Ontario.
204. This Agreement shall be interpreted according to the *Interpretation Act*, with such modifications as the circumstances require.
205. On the coming into force of this Agreement, all the rights, titles, interest, assets, obligations and liabilities of the bands known as Beausoleil First Nation, Curve Lake First Nation, Hiawatha First Nation, and Moose Deer Point First Nation shall be vested in the respective First Nations.
206. A legal description of the First Nation land of each First Nation shall be included in each First Nation Specific Agreement.
207. A public official selected by e-dbendaagzijig shall have immunity from:
- (a) personal liability for actions of the First Nation or the United Anishnaabeg Councils as the case may be; and
  - (b) personal liability for actions carried out in the course of their duties, in the absence of dishonesty, gross negligence, or malicious or wilful misconduct.
208. For the purposes of paragraph 149(1)(c) of the *Income Tax Act*, the United Anishnaabeg Councils and the First Nations are public bodies performing a function of government in Canada.
209. For the purposes of paragraphs 149(1)(d) to 149(1)(d.6) and subsections 149(1.1) to 149(1.3) of the *Income Tax Act*, the United Anishnaabeg Councils and each First Nation is deemed to be a Canadian municipality.

210. The mediator, arbitrator, or neutral evaluator, referred to in Part 10, shall neither represent nor testify on behalf of any party in any subsequent proceeding. The personal notes and written opinions of the mediator, arbitrator or neutral evaluator made in relation to this mediation, arbitration, or neutral evaluation may not be used in any subsequent proceeding.
211. Every determination made under Part 10 by an arbitrator is final and no order shall be made, process entered or proceedings taken in any court, whether by way of injunction, certiorari, prohibition, mandamus, quo warranto or otherwise, to question, review or prohibit such determination.
212. No order shall be made, process entered or proceedings taken in any court, whether by way of injunction, certiorari, prohibition, mandamus, quo warranto or otherwise, to question, review or prohibit any other action under Part 10 of this Agreement by a mediator, neutral evaluator or arbitrator.
213. Despite clauses 211 and 212, the Attorney General of Canada or anyone directly affected by the matter in respect of which relief is sought may make an application under the *Federal Courts Act* on any of the grounds referred to in paragraph 18.1(4)(a) or (b) of that *Act* for any relief against a mediator, arbitrator or neutral evaluator, by way of an injunction or declaration or by way of an order in the nature of certiorari, prohibition, mandamus or quo warranto.



## **PART 10 - DISPUTE RESOLUTION**

214. The parties shall at all times endeavour to agree on the interpretation, application and implementation of this Agreement and shall make every attempt through co-operation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect this Agreement.
215. Immediately following the onset of the dispute concerning any matter referred to in clause 214, a meeting shall be held between the parties to attempt in good faith to negotiate a resolution.
216. If the parties fail to resolve the dispute within 30 days from that meeting, they agree to use a mediator to assist in resolving the dispute.
217. In the event of mediation:
- (a) the parties shall jointly select a mediator. If after 30 days the parties are unable to agree upon the selection of a mediator, then the parties shall request that the ADR Institution of Ontario or similar institute select a mediator; and
  - (b) the parties agree to participate in good faith in the mediation process.
218. Subject to clause 220, if the parties are unable to resolve the dispute within 60 days of the selection of a mediator the parties shall submit the dispute to arbitration.
219. Prior to selecting an arbitrator and referring the dispute to arbitration, the parties shall decide whether the decision of the arbitrator shall be binding or non-binding.
220. Despite clause 219, any dispute:
- (a) concerning the value of compensation relating to an interest in First Nation land expropriated by Canada shall be determined by binding arbitration;
  - (b) concerning the Intergovernmental Transfer Agreement shall be addressed through non-binding arbitration; and
  - (c) as set out in clause 172, shall be determined by binding arbitration.
221. Where the parties are unable to agree upon the selection of an arbitrator, after having considered the selection for a period of 15 days, the parties shall request that the ADR Institution of Ontario or similar institute select an arbitrator.

222. The arbitration procedure shall be:
- (a) the *Commercial Arbitration Code*, which is a schedule to the *Commercial Arbitration Act*;
  - (b) if no appropriate procedural provision is in that *Commercial Arbitration Code*, the parties in dispute may adopt an appropriate procedural provision in force from time to time in some other jurisdiction; and
  - (c) if neither clause 222(a) nor clause 222(b) are appropriate, the arbitrator shall establish the procedures of the arbitration.
223. Except as may be agreed to by the parties, the arbitrator shall issue a written decision within 30 days of completion of the arbitration hearing.
224. Any objection by a First Nation to a proposed expropriation under clause 78 that has been referred to neutral evaluation shall be evaluated and a report submitted by the neutral evaluator to the First Nation and Canada within 60 days of the referral to the neutral evaluator.
225. If a dispute is referred to neutral evaluation, the evaluator shall where appropriate:
- (a) identify the issues in the dispute;
  - (b) assess the strengths and the weaknesses of each party's case;
  - (c) structure a plan for the progress of the case;
  - (d) encourage settlement of the dispute; and
  - (e) provide the parties with a non-binding opinion or recommendation to resolve the dispute.
226. The parties agree to appoint individuals to act as mediators, arbitrators or neutral evaluators who are unbiased and free from any conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity.
227. The parties agree that they shall each be responsible for the costs of their own legal counsel, expert reports, and personal travel. Fees and expenses of the mediator (or arbitrator or third party neutral) and all administrative costs of the dispute resolution process, such as the cost of the hearing room, if any, shall be borne equally by the parties.

228. Any person whose interests may be adversely affected by a dispute that is referred to a dispute resolution process may participate in the process, if the person pays the costs of his or her participation, unless otherwise agreed by the parties.
229. The parties agree that they shall indemnify and save harmless the mediator, arbitrator, or neutral evaluator from all costs, claims, causes of action or proceedings which they have, may now have, or might have in future, respecting and arising from this mediation, arbitration, or neutral evaluation.

### **PART 11 - PRINCIPLES OF IMPLEMENTATION**

230. The parties shall, prior to the ratification of the Agreement, prepare a Anishnaabe Government Implementation Agreement which shall set out the actions required by the parties to implement this Agreement. The Implementation Agreement shall include, among other things:
- (a) the respective obligations of the parties, activities and time frames;
  - (b) the respective financial and human resources required to discharge obligations;
  - (c) the processes and procedures for monitoring and amending the Implementation Agreement and for preparing annual reports on the implementation of the Agreement;
  - (d) the employment opportunities and training needs of the First Nations to reflect a shared objective to provide governmental services at levels reasonably comparable to those prevailing in southern Ontario in jurisdictions with similar responsibilities;
  - (e) a communication strategy to inform interested parties about the Agreement; and
  - (f) the roles and responsibilities of the Implementation Committee established pursuant to clause 235.
231. Pursuant to clause 230 and subject to clauses 177 to 180, the parties may enter into agreements or make arrangements in respect of the management, including the collection, use, retention, exchange, protection, disclosure and confidentiality, of personal, governmental, general or other information, including but not limited to:
- (a) in the first year on the coming into force of this Agreement, the parties shall assess the First Nation capacity to establish an information management system that is comparable with systems and to standards generally accepted in Canada related to information management in the public sector and shall negotiate an appropriate agreement or arrangement;
  - (b) during the term of the Implementation Agreement, the parties shall assess the

information reasonably required by either party or both parties to implement the Anishnaabe Government Agreement, and if necessary, shall negotiate an appropriate agreement or arrangement; and

- (c) during the term of the first Intergovernmental Transfer Agreement, the parties shall determine a system of information management to support the measurement of own-source revenue capacity.
232. The Implementation Agreement shall take effect as set out in the Implementation Agreement and have a term of five years, or such other time as the parties may agree.
233. The Implementation Agreement shall take the form of a contract between the parties, except as set out in that Agreement.
234. The Implementation Agreement shall be appended to, but shall not be part of this Agreement. For greater certainty, the Implementation Agreement shall not be used to interpret this Agreement.

#### **IMPLEMENTATION COMMITTEE**

235. The parties agree to establish an Implementation Committee to coordinate the responsibilities and obligations of the parties set out in the Implementation Agreement.
236. The Committee shall consist of two persons designated by Canada and a person from each of the First Nations.

### **PART 12 - REVIEW AND AMENDMENT**

#### **REVIEW**

237. Unless the parties otherwise agree, the parties shall undertake a review within five years of the coming into force of this Agreement to determine whether:
- (a) the parties have fulfilled their respective obligations as set out in the Implementation Agreement referred to in clause 230; and
  - (b) the transfer of responsibilities and resources pursuant to this Agreement have been implemented.
238. Pursuant to clause 237, the parties agree to address and make best efforts to resolve any issue arising from the review.

#### **AMENDMENTS**

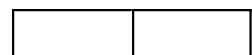
239. This Agreement may be amended only with the consent of the United Anishnaabeg Councils and Canada.
240. Consent to any amendment may only be given on the part of Canada, by signing of an agreement by the Minister as authorized by the Governor in Council.
241. If federal legislation is required to give effect to an amendment, Canada shall recommend to Parliament the enactment of legislation giving effect to the amendment.
242. Consent to any amendment may only be given on the part of the United Anishnaabeg Councils on behalf of the First Nations by signing of an agreement by the United Anishnaabeg Councils as authorized by the First Nations.
243. Consent to any amendment pursuant to clause 242 may only be given by each First Nation in accordance with procedures to amend its First Nation gchi-naaknigewin.
244. Pursuant to clause 143, this Agreement may be amended to reflect any arrangements agreed to by Canada and the First Nations.
245. Pursuant to clause 145, this Agreement may be amended to reflect any arrangements agreed to by Canada, the First Nations and Ontario.

#### **JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY**

246. If a court determines any provision of this Agreement to be invalid or unenforceable:
- (a) the parties shall make best efforts to discuss and where possible remedy or replace the provision;
  - (b) the provision shall be severable from this Agreement to the extent of the invalidity or unenforceability, and the remainder of this Agreement will be construed, to the extent possible, to give effect to the intent of the parties; and
  - (c) where appropriate, Canada shall recommend to Parliament the enactment of legislation to give effect to the remedy or replacement of the provision.
247. A breach of this Agreement by a party does not relieve any party from its obligations under this Agreement.

#### **ADHESION TO AGREEMENT**

248. This Agreement may be amended to include bands under the *Indian Act* which are not party to the Agreement.
249. Pursuant to clause 248, the band adhering to the Agreement must ratify the Agreement



following the same process as set out in this Agreement.

250. The Governor in Council may, by order, add the name of the band to the Agreement.

## **PART 13 - INTERGOVERNMENTAL TRANSFER AGREEMENT**

### **INTERGOVERNMENTAL TRANSFER AGREEMENT**

251. The parties shall, prior to the ratification of this Agreement, prepare a Anishnaabe Government Intergovernmental Transfer Agreement.

### **PRINCIPLES**

252. The fiscal relationship between Canada and the First Nations and the United Anishnaabeg Councils shall be based on government-to-government transfers.
253. The funding for the First Nations shall be a shared responsibility of the parties and it is the shared objective of the parties that, where feasible and as set out in this Agreement, reliance by the First Nations on transfer payments shall be reduced over time.
254. The parties shall negotiate an Intergovernmental Transfer Agreement by which funding shall be provided to the First Nations and the United Anishnaabeg Councils in order to enable the provision of agreed-upon public services and programs to e-dbendaagzijig and, where applicable, persons who are not e-dbendaagzijig.
255. The Intergovernmental Transfer Agreement shall incorporate the principle of reasonably comparable levels of agreed-upon public services and programs prevailing in southern Ontario in jurisdictions with similar responsibilities.
256. The Intergovernmental Transfer Agreement shall reflect the principles of reasonable stability, predictability and flexibility.
257. The First Nations and United Anishnaabeg Councils shall have a system of financial administration that is comparable with standards generally accepted in Canada for public sector accountability through which the First Nation and United Anishnaabeg Councils governments shall be fiscally accountable to e-dbendaagzijig and, as appropriate, other governments.
258. The Intergovernmental Transfer Agreement shall be appended to, but shall not be part of this Agreement. For greater certainty, the Intergovernmental Transfer Agreement shall not be used to interpret this Agreement.

259. During the term of any Intergovernmental Transfer Agreement the United Anishnaabeg Councils and Canada shall consider the amendment of the Intergovernmental Transfer Agreement if decisions of courts or administrative tribunals impact upon the eligibility of recipients of programs and services funded under the terms of the Intergovernmental Transfer Agreement.

#### **MATTERS TO BE TAKEN INTO ACCOUNT**

260. In negotiating Intergovernmental Transfer Agreements the parties shall take into account the following matters:

- (a) the Purpose as set out in Part 2;
- (b) financial resources necessary to establish First Nation and United Anishnaabeg Councils government institutions;
- (c) financial resources necessary to operate First Nation and United Anishnaabeg Councils government institutions;
- (d) population and demographic characteristics of persons receiving public services and benefits from the First Nation and United Anishnaabeg Councils governments;
- (e) levels of support provided by other governments;
- (f) necessary training requirements for the delivery of agreed-upon services and programs;
- (g) the exercise of authorities, including law-making authorities, obligations, programs and services assumed, or to be assumed by the First Nation and United Anishnaabeg Councils governments, acknowledging that the recognition of any First Nation law-making authority in this Agreement does not in itself create or imply any financial obligations for any party;
- (h) the First Nations own-source revenues and other resources available to it;
- (i) the efficiency and cost-effectiveness of the Intergovernmental Transfer Agreement, including issues related to the size, location and accessibility of the First Nations; and
- (j) to achieve appropriate program and service delivery capacity and economies of scale, a First Nation's delivery of agreed-upon public services and programs to levels comparable to those provided to other communities in southern Ontario may require the First Nations to enter into cooperative jurisdictional or program delivery arrangements with other governments.

#### **PROVISIONS RESPECTING THE INTERGOVERNMENTAL TRANSFER**

**AGREEMENT**

261. An Intergovernmental Transfer Agreement shall:
- (a) be negotiated every five years or for such other periods of time as the parties may agree;
  - (b) be in the form of a contract;
  - (c) set out the annual funding levels;
  - (d) provide financial resources subject to terms and conditions that permit flexibility to allocate and reallocate;
  - (e) include provisions which enable the Minister to fulfill accountability requirements to Parliament with respect to federal transfers under the Agreement;
- and may consolidate federal program funding for the First Nations.
262. By mutual consent, during the term of an Intergovernmental Transfer Agreement the parties may enter into a new fiscal agreement based on new arrangements that may be developed.

**OWN-SOURCE REVENUE CAPACITY**

263. For the purposes of any Intergovernmental Transfer Agreement, own-source revenue capacity is the value of revenues that the First Nations can be expected to raise on a reasonably comparable basis with other governments given the revenue sources available to the First Nations.
264. Specific sources of own-source revenue capacity may be determined by the parties to be excluded from consideration for the purposes of determining the transfer payments.
265. Own-source revenue capacity shall not be considered in determining the transfer payments to the United Anishnaabeg Councils during the term of the first Intergovernmental Transfer Agreement, or for a period of five years, whichever is longer.
266. During the term of the first Intergovernmental Transfer Agreement, the parties shall negotiate the manner in which own-source revenue capacity shall be taken into account on a staged and incremental basis in determining transfer payments.
267. The measurement of own-source revenue capacity shall be cost effective.



268. Own-source revenue capacity shall be calculated in a manner that:
- (a) considers the own-source revenue capacity of each First Nation;
  - (b) encourages the United Anishnaabeg Councils and First Nations to expand own-source revenue capacity;
  - (c) acknowledges and considers the own-source revenue contributed by the United Anishnaabeg Councils and the First Nations to the operations of government, including the delivery of programs and services, in the five fiscal years preceding the second Intergovernmental Transfer Agreement; and
  - (d) ensures that the own-source revenue referred to in clause 268(c) shall not be considered in such a way as to reduce the overall level of funding provided through the Intergovernmental Transfer Agreements to the United Anishnaabeg Councils and the First Nations.
269. During negotiations referred to in clause 266, and by mutual consent the parties may base the negotiations on new federal policies that may be developed.
270. The determination, development and calculation of own-source revenue capacity, as it relates to the calculation of the transfer payments, and as it impacts on the Intergovernmental Transfer Agreement, shall be a joint exercise of the parties.

## **PART 14 - LIABILITY**

271. On the coming into force of this Agreement, the United Anishnaabeg Councils and First Nations shall not be liable for:
- (a) any actions of Canada, its employees, officers and agents;
  - (b) any failure on the part of Canada to comply with applicable laws and other legal obligations;
  - (c) any injury, including death to persons, damage or loss to property or infringement of rights related to actions pursuant to this Agreement by an agent of Canada;
  - (d) any omission or wrongful act of Canada or its officers, employees, agents or entities;
  - (e) any claim, demand, action and cost whatsoever that may arise out of any omission or wrongful or negligent act of Canada, its officers, employees, agents or entities in the performance of this Agreement; and
  - (f) the failure of Canada to fulfill its obligations under this Agreement, unless the said failure is due in whole or in part to the failure of a First Nation or the United Anishnaabeg Councils to fulfill their obligations as set out in this Agreement.
272. On the coming into force of this Agreement, Canada shall not be liable for:
- (a) any actions of a First Nation or the United Anishnaabeg Councils, their employees, officers and agents;
  - (b) any failure on the part of a First Nation or the United Anishnaabeg Councils to comply with applicable laws and other legal obligations;
  - (c) any injury, including death to persons, damage or loss to property or infringement of rights related to actions pursuant to this Agreement by an agent of a First Nation or the United Anishnaabeg Councils;
  - (d) any omission or wrongful act of a First Nation or the United Anishnaabeg Councils or their officers, employees, agents or entities;
  - (e) any claims, demand, actions and cost whatsoever that may arise out of any omission or wrongful or negligent act of a First Nation, the United Anishnaabeg Councils, their officers, employees, agents or entities in the performance of this Agreement; and

- (f) the failure of a First Nation or the United Anishnaabeg Councils to fulfill their obligations under this Agreement, unless the said failure is due in whole or in part to the failure of Canada to fulfill its obligations as set out in this Agreement.

## **PART 15 - RATIFICATION**

273. In this Part,

“eligible voter” means a person:

- (a) who is 18 years of age or over on voting day; and
- (b) whose name is on a Band List maintained by a First Nation or the Registrar as defined by the *Indian Act*.

“ratification documents” means:

- (a) the Anishnaabe Government Agreement;
- (b) First Nation gchi-naaknigewin;
- (c) United Anishnaabeg Councils gchi-naaknigewin
- (d) the Anishnaabe Government Intergovernmental Transfer Agreement;
- (e) the Anishnaabe Government Implementation Agreement; and
- (f) any First Nation law required to be ratified by the terms of this Agreement.

“registered voter” means a person who:

- (a) is an eligible voter; and
- (b) registers pursuant to the Ratification Process set out in this Agreement.

### **GENERAL**

274. For the purpose of Part 15, e-dbendaagzijig, e-dbendaagzid, Gimaa, Gimaakwe, eniigaanzijig, giigdoonini, giigdooninwag, giigdooniniikwe, or giigdooniniikweg and First Nation means respectively, members of a band, member of a band, a male chief, a female chief, a band council, a male councillor, male councillors, a female councillor, female councillors and band, as those terms are set out in the *Indian Act*.

275. The Agreement shall be submitted to the parties for ratification after initialling by the negotiators for the parties.
276. The parties shall proceed with ratification by the First Nations pursuant to Schedule A.

#### **RATIFICATION OF THE AGREEMENT BY FIRST NATIONS**

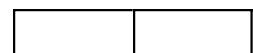
277. The First Nations shall submit the proposed ratification documents to a General Assembly of the First Nations for discussion and consensus to proceed to ratification by each First Nation.
278. The Ratification Process shall be clear, open and transparent and each First Nation shall make reasonable efforts to register its eligible voters for the First Nation ratification vote. The ratification documents shall be considered approved by a yes vote of the majority of registered voters.
279. The parties intend to take such steps as are reasonable to register at least 50 per cent of the eligible voters of each First Nation, but in the event that the 50 per cent target is not achieved may proceed with the ratification vote.
280. After First Nation approval of the ratification documents but prior to the coming into force of the federal legislation giving effect to the Agreement, the parties may agree to technical amendments to this Agreement, the Anishnaabe Government Implementation Agreement, the Anishnaabe Government Intergovernmental Transfer Agreement or the Anishnaabe Government First Nation Specific Agreements.

#### **RATIFICATION OF THE AGREEMENT BY CANADA**

281. Canada shall approve of the Agreement by the signing of the Agreement by the Minister as authorized by the Governor in Council and the enactment of federal legislation giving effect to the Agreement.
282. Canada shall recommend to Parliament the enactment of legislation giving effect to the Agreement.
283. In particular, Canada shall recommend to Parliament that the legislation giving effect to the Agreement provide that:
- (a) the Agreement is approved, given effect to and declared valid and binding on Canada; and
  - (b) with the exception of Parts 2, 10, 11, 12, 13 and 15, and clauses 20, 125, 143 to 147, 169 to 174, 183, 189, 193, 194, 195, 196 and 206, the Agreement has the force of law.

**CONSEQUENCES OF FAILURE TO RATIFY BY ONE OR MORE OF THE FIRST NATIONS**

- 284. The ratification documents shall not be considered ratified unless all of the First Nations approve of the ratification documents.
- 285. In the event that not all First Nations have ratified the ratification documents, the parties shall meet to discuss the implications.
- 286. Subject to clause 285, if it is concluded that one or more First Nations is unable to approve of the ratification documents then the remaining parties may consider the documents ratified by the First Nations that have approved the ratification documents.



SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA

by: \_\_\_\_\_  
The Honourable Andrew Scott PC, MP  
Minister, Indian Affairs and Northern Development

In the presence of:

\_\_\_\_\_  
Sheila Parry  
Chief Federal Negotiator

Date: \_\_\_\_\_

SIGNED ON BEHALF OF THE UNITED ANISHNAABEG COUNCILS

by: \_\_\_\_\_  
Gimaa Keith Knott,  
for Curve Lake First Nation,

by: \_\_\_\_\_  
Gimaa Greg Cowie,  
for Hiawatha First Nation,

by: \_\_\_\_\_  
Gimaakwe Valerie Monague  
for Beausoleil First Nation,

by: \_\_\_\_\_  
Gimaakwe Elizabeth S. Sandy,  
for Moose Deer Point First Nation,

In the presence of:

\_\_\_\_\_  
Richard Aniol  
Executive Negotiator

Date: \_\_\_\_\_

