

NISHNAWBE ASKI NATION GOVERNANCE

**AGREEMENT-IN-PRINCIPLE WITH RESPECT TO THE RECOGNITION
OF CERTAIN LAW-MAKING AUTHORITY AND THE ESTABLISHMENT
OF GOVERNANCE STRUCTURES UNDER CANADA'S 1995
ABORIGINAL SELF-GOVERNMENT POLICY**

May 11, 2009

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NISHNAWBE ASKI NATION GOVERNANCE

**AGREEMENT IN PRINCIPLE WITH RESPECT TO THE RECOGNITION OF CERTAIN LAW-
MAKING AUTHORITY AND THE ESTABLISHMENT OF GOVERNANCE STRUCTURES
UNDER CANADA'S 1995 ABORIGINAL SELF-GOVERNMENT POLICY**

MAY 11, 2008

The Parties

BETWEEN

THE PARTICIPATING FIRST NATIONS OF NISHNAWBE ASKI NATION

as represented by the Grand Chief of Nishnawbe Aski Nation
(hereinafter referred to as the "Participating First Nations")

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")

Preamble

Inherent Right **WHEREAS** the Parties agree that the inherent right of self-government is an aboriginal right recognized and affirmed by section 35 of the Constitution Act, 1982;

Treaties **AND WHEREAS** the Parties recognize and respect the solemn and enduring nature of Treaty #5 (1875) and its Adhesions in 1908-1910, and of Treaty #9 (1905-06) and the Adhesions thereto of 1929 and 1930;

Commitment to Implement Self-Government **AND WHEREAS** the Parties are committed to implementing self-government in accordance with the Final Agreement so as to enable the Participating First Nations to provide for the enhancement of the social, political, educational, economic, spiritual and cultural well-being of the members of the Participating First Nations;

Mandates **AND WHEREAS** the Parties based on their respective mandates are committed to work toward a Final Agreement which will set out the Jurisdiction to be held by the Participating First Nations, and will set out provisions for the resourcing of governance, its programs and services pursuant to that Jurisdiction, and will make provision for the harmonization of the Participating First Nation laws and those of the federal and Ontario governments;

Without Prejudice **AND WHEREAS** the Parties agree that this Agreement and the negotiations leading up to or carried out pursuant to this Agreement are without prejudice to the Parties respective rights or legal positions that have been or may be taken by any of the Parties in any court proceeding, process or otherwise, and will not be construed as an admission of fact or liability in any such proceeding or process;

AND WHEREAS the Parties acknowledge that an assertion of a position in this Agreement by one Party is an expression of that Party's position and does not represent acceptance of that position by the other Party.

Entering Agreement **Now THEREFORE** the Parties agree that the preamble be included as part of the Agreement.

AND the Parties agree as follows:

Chapter 1 Definitions

The following definitions apply in this Agreement:

<i>Agreed-Upon Programs and Services</i>	“Agreed-Upon Programs and Services” means the Programs and Services agreed to by the Parties in a Fiscal Transfer Agreement;
<i>Agreement</i>	“Agreement” means Agreement-in-Principle;
<i>Authority</i>	“Authority” means any authority, other than law-making authority;
<i>Citizen</i>	“Citizen” means a person who is a member of a Participating First Nation as defined in the laws of that Participating First Nation;
<i>Conflict</i>	“Conflict” means: (a) where compliance with one law would involve a breach of another law; or, (b) where the operation of one law frustrates the legislative purpose of another law, as determined by the principles set out in the case law respecting conflicts between federal and provincial laws with any necessary modifications.
<i>Constitution</i>	“Constitution” means the constitution of a Participating First Nation described in Chapter 4 of this Agreement.
<i>Council</i>	“Council” means the selected leadership of a First Nation and includes the Chief;
<i>Effective Date</i>	“Effective Date” means the date the Final Agreement has legal effect;
<i>Final Agreement</i>	“Final Agreement” means the Final Agreement on Governance between the Participating First Nations and Canada, which will be based on this Agreement.

Final Agreement on Education Jurisdiction

“Final Agreement on Education Jurisdiction” means the proposed “Final Agreement with respect to Education Jurisdiction” to be negotiated between Canada and the Participating First Nations pursuant to the “Agreement-in-Principle with respect to the Recognition of Certain Law-Making Authority in the Area of Education and the Establishment of Education Governance Structures under Canada’s 1995 Aboriginal Self-Government Policy” between Canada and the Participating First Nations thereto;

First Nation

“First Nation” means a band within the meaning of the Indian Act that has a reserve unless another meaning is attributed to it in the Final Agreement;

Fiscal Transfer Agreement

“Fiscal Transfer Agreement” means the fiscal transfer agreement referred to in Chapter 16 of this Agreement;

Governance

“Governance” means the structures, procedures and processes through which the Participating First Nations will exercise Jurisdiction and Authority;

Grand Chief

“Grand Chief” means the Grand Chief of the Nishnawbe Aski Nation;

Implementation Plan

“Implementation Plan” means the Implementation Plan described in Chapter 17 of this Agreement;

Intellectual Property

"Intellectual Property" includes 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;

Jurisdiction

“Jurisdiction” means law-making authority;

Minister

“Minister” means the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada;

<i>Nishnawbe Aski Nation</i>	“Nishnawbe Aski Nation” means the collectivity of the member communities identified in Schedules A, B and C of this Agreement and located across Northern Ontario from the Manitoba/Ontario border on the west side to James Bay on the east side. For greater certainty, Nishnawbe Aski Nation does not mean the currently incorporated political body operating as a provincial organization;
<i>Ordinarily Resident</i>	“Ordinarily Resident” means the place where a person regularly, normally or customarily lives;
<i>Participating First Nation</i>	“Participating First Nation” means a First Nation set out in Schedule A of this Agreement that has approved this Agreement pursuant to Chapter 15 of this Agreement.
<i>Participating First Nation Government</i>	“Participating First Nation Government” means the government of a Participating First Nation set out in Schedule A of this Agreement that has approved this Agreement pursuant to Chapter 15 of this Agreement and is represented by its Council and includes any other bodies established pursuant to the laws of that Participating First Nation;
<i>Parties</i>	“Parties” means the Participating First Nations and Canada.
<i>Reserve</i>	<p>“Reserve” means:</p> <p>a) a reserve, as defined under the <u>Indian Act</u>, of a Participating First Nation; and</p> <p>b) lands set apart by Canada in the future as a reserve within the meaning of the <u>Indian Act</u>, for any one of the Participating First Nations;</p>

Chapter 2 Purpose

Purpose of the Agreement-in-Principle

- 2.1 The purpose of this Agreement is to provide a framework for:
- a) the exercise of Jurisdiction and Authority by the Participating First Nation Governments; and
 - b) the negotiation of a Final Agreement.

Nature of the Agreement-in-Principle

- 2.2 This Agreement does not create legal obligations that are binding on the Parties and there will be no legally binding obligations until the Final Agreement is ratified by the Parties.
- 2.3 This Agreement and all negotiations to be undertaken pursuant to this Agreement and any positions taken by any Party in these negotiations are without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise and will not be construed as an admission of fact or liability in any such proceeding or process.

Purpose of Final Agreement

- 2.4 The purpose of the Final Agreement is to:
- a) set out the Jurisdiction and Authority of the Participating First Nations;
 - b) provide for the establishment of governing structures, procedures and processes through which the Participating First Nation Governments may provide effective governance; and
 - c) establish a new government-to-government relationship between the Parties within the framework of the Constitution of Canada.

Nature of Final Agreement

- 2.5 The Final Agreement will constitute the entire agreement between the Parties and there will be no representation, indemnity, condition, agreement or collateral representation, applicable to, binding upon, or enforceable against one Party by the other, save for those expressed in the Final Agreement.

Chapter 3 General Provisions

Aboriginal & Treaty Rights

- 3.1 For greater certainty, the Parties agree that sections 3.2, 3.3, 3.4 and 3.5 apply to the entire Agreement.
- 3.2 Nothing in this Agreement or the Final Agreement will be construed so as to abrogate or derogate from existing treaty rights or any aboriginal rights recognized and affirmed by section 35 of the Constitution Act 1982.
- 3.3 For greater certainty, nothing in this Agreement or the Final Agreement will be construed so as to abrogate or derogate from the existing treaty rights or any aboriginal rights recognized and affirmed by section 35 of the Constitution Act, 1982 of the Participating First Nations or their Citizens.
- 3.4 This Agreement and the Final Agreement are without prejudice to the positions of the Participating First Nations and Canada about the scope of treaty rights.
- 3.5 The Final Agreement will not constitute a treaty within the meaning of section 35 of the Constitution Act, 1982.

Fiduciary Relationship

- 3.6 The fiduciary relationship between Canada and the Participating First Nations will continue after the Effective Date.

Fiduciary Obligations

- 3.7 As the Participating First Nations exercise Jurisdiction and Authority under the Final Agreement, the matter of fiduciary obligations of Canada to the Participating First Nations will be as determined by the law respecting fiduciary relationships and fiduciary obligations.

Canadian Charter of Rights & Freedoms

- 3.8 The Participating First Nation Governments are bound by the provisions of the Canadian Charter of Rights and Freedoms and the rights and freedoms guaranteed by the Charter are enforceable in respect of each Participating First Nation Government.

Jurisdiction and Authority of Participating First Nations

- 3.9 The Final Agreement will set out the Jurisdiction and Authority to be exercised by the Participating First Nations.

*Application of
Federal Laws*

3.10 Federal laws will continue to apply to each Participating First Nation, its Government, its Reserve, and its Members, except as expressly provided for in the Final Agreement and except to the extent that those laws are in Conflict with the Final Agreement or the legislation giving effect to the Final Agreement.

*Priority of
Participating First
Nation Laws*

3.11 Subject to the provisions of this Chapter, and subject to any additional provisions in the Final Agreement with respect to a Conflict between a federal law and a law of a Participating First Nation, the law of the Participating First Nation will prevail to the extent of the Conflict.

*Priority of Federal
Laws*

3.12 Federal laws related to the:

- a) preservation of peace, order and good government in Canada;
- b) human rights of all Canadians;
- c) criminal law, including the procedure in criminal matters;
- and,
- d) protection of the health and safety of all Canadians,

will prevail over a Participating First Nation law to the extent of any Conflict.

*Exclusions to
Participating First
Nation
Jurisdiction*

3.13(1) The Jurisdiction to be exercised by each Participating First Nation as set out in the Final Agreement does not extend to matters for which no Jurisdiction is specifically set out in the Final Agreement, including:

- a) criminal law, including the procedure in criminal matters;
- b) Intellectual Property;
- c) labour relations and working conditions; and,
- d) the official languages of Canada.

3.13(2) The Parties will discuss the inclusion of transportation in Section 3.13(1) before the Final Agreement is concluded.

*Application of
Provincial Laws*

3.14 The Final Agreement will address the application of Ontario laws of general application.

- Incidental Impacts and Double Aspects* 3.15 The Final Agreement will address possible Conflicts between laws arising as a result of “incidental impacts” or “double aspects”.
- Priority of Legislation Giving Effect to the Final Agreement over other Federal Laws* 3.16 In the event of a Conflict between the federal legislation giving effect to the Final Agreement and any other federal law, the legislation giving effect to the Final Agreement will prevail to the extent of the Conflict.
- Priority of Final Agreement over Federal Laws* 3.17 In the event of an inconsistency or Conflict between a federal law, including the legislation that gives effect to the Final Agreement, and the Final Agreement, the Final Agreement will prevail to the extent of the inconsistency or Conflict.
- National Defence Priority* 3.18 The operation of the Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence, security or public safety.
- Canada's International Legal Obligations* 3.19 The Final Agreement will provide for the consistency of Participating First Nation laws and other exercises of power, with Canada’s international legal obligations.
- Role of the Province of Ontario* 3.20 The Parties affirm that they are prepared to enter into discussions with the Government of Ontario with respect to matters arising from this Agreement, with a view to ensuring effective implementation of the Final Agreement.
- Liability and Indemnification* 3.21 The Parties agree that the Final Agreement will include provisions on liability and indemnification.
- No Restrictions* 3.22 Each Participating First Nation and its Citizens will be eligible to participate in and benefit from any federal program or service in accordance with general criteria established from time to time, to the extent that the Participating First Nation has not assumed responsibility for the provision of that program or service under the Fiscal Transfer Agreement or other funding agreements.

- Validity of Final Agreement* 3.23 If a court of competent jurisdiction determines that any provision of the Final Agreement is invalid or unenforceable, that provision will be severed from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will remain valid and enforceable or will be construed, to the extent possible, to give effect to the intention of the Parties.
- Best Efforts to Remedy Invalid Provision* 3.24 The Parties will make best efforts to agree on an amendment to remedy or replace an invalid or unenforceable provision.
- No Claim or Cause of Action* 3.25 The Participating First Nations or Canada will not have a claim or a cause of action in the event any provision of the Final Agreement is found by a court of competent Jurisdiction to be invalid.
- No Challenge by a Party* 3.26 The Participating First Nations or Canada will not challenge the validity of any provision of the Final Agreement or the legislation that gives legal effect to the Final Agreement.
- Statutory Instruments Act* 3.27 The Statutory Instruments Act will not apply to the laws of the Participating First Nations.

Interpretation

3.28 In this Agreement and the Final Agreement:

- a) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";
- b) headings or sub-headings and marginal notes are for convenience only and do not form a part of the Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision;
- c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for, or in replacement of it; and
- d) unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the feminine, and the use of the feminine includes the masculine.

Chapter 4 Participating First Nation Governments

- Legal Status and Capacity*
- 4.1 Each Participating First Nation has the capacity, rights, powers and privileges of a natural person including the capacity, rights, powers and privileges to:
- a) enter into contracts or agreements;
 - b) acquire, hold or dispose of property and any interests therein;
 - c) acquire, hold or dispose of bequests and gifts which are given to the Participating First Nation;
 - d) sue or be sued and to act on its own behalf in legal proceedings;
 - e) hold, spend, invest, or borrow money, and secure or guarantee the repayment of money borrowed;
 - f) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and
 - g) do such other things as are ancillary to the exercise of its capacity, rights, powers and privileges under the Final Agreement.
- 4.2 For greater certainty, the capacity, rights, powers and privileges referred to in section 4.1 do not have the effect of incorporating a Participating First Nation.
- 4.3 For greater certainty, nothing in section 4.1 affects the interest in reserve lands or Indian moneys held by the Citizens of a Participating First Nation in common under the Indian Act or the application of that Act in respect of those lands or moneys.
- Participating First Nation Constitutions*
- 4.4 Each Participating First Nation will ratify a Constitution which will not be inconsistent with the Final Agreement.
- 4.5 Each Participating First Nation will ratify its Constitution no later than the date it ratifies the Final Agreement.

- 4.6 The Constitution of each Participating First Nation will, among other things:
- a) provide for the establishment of Participating First Nation Government structures, including such bodies as may be required to support the operation of the Participating First Nation Government;
 - b) provide for a selection process for representatives of the Participating First Nation Government, including their powers and duties;
 - c) set out eligibility criteria for citizenship in the Participating First Nation;
 - d) set out procedures for making, amending, publishing and providing access to the Participating First Nation's laws;
 - e) provide that the Participating First Nation Government will be accountable to its Citizens;
 - f) provide for political and financial accountability mechanisms which are fair, open and transparent, and that are similar to those in place for other governments in Canada;
 - g) set out an amendment procedure;
 - h) set out criteria and a process for delegation of Jurisdiction and Authority by the Participating First Nation;
 - i) provide for the preservation and promotion of its language and culture;
 - j) provide for mechanisms to appeal decisions of the Participating First Nation Government; and
 - k) provide that in the event of a Conflict between the Constitution of the Participating First Nation and a Participating First Nation law, the Constitution of the Participating First Nation will prevail to the extent of the Conflict.
- 4.7 For greater certainty, the Constitution of a Participating First Nation is a law of that Participating First Nation.

*Exercise of
Jurisdiction and
Authority*

- 4.8 Each Participating First Nation will exercise its Jurisdiction, Authority, rights, powers and privileges through its Participating First Nation Government in a manner consistent with the Final Agreement.

Chapter 5 Leadership Selection

Leadership Selection

- 5.1 Each Participating First Nation has Jurisdiction with respect to the selection of its leaders.
- 5.2 Except as otherwise set out in the Final Agreement, in the event of a Conflict between a federal law and a Participating First Nation law enacted pursuant to section 5.1, the Participating First Nation law will prevail to the extent of the Conflict.

Chapter 6 Citizenship

Citizenship

- 6.1 Each Participating First Nation has Jurisdiction with respect to the determination of its citizenship.
- 6.2 A person who is a member of a Participating First Nation immediately prior to the coming into force of a citizenship law of a Participating First Nation enacted pursuant to the Final Agreement will become a Citizen of that Participating First Nation after the citizenship law comes into force.
- 6.3 A person who was eligible to become a member of a Participating First Nation according to the membership provisions of the Indian Act, immediately prior to the enactment of a citizenship law of a Participating First Nation, will be deemed eligible for citizenship in that Participating First Nation, after a citizenship law comes into force.
- 6.4 A citizenship law of a Participating First Nation enacted pursuant to the Final Agreement may not remove a person whose name is entered on a band list, as defined in the Indian Act, by reason only of a situation that existed or an action taken before a citizenship law of a Participating First Nation comes into force.
- 6.5 Citizenship in a Participating First Nation does not confer or deny rights of entry into Canada or grant Canadian citizenship.
- 6.6 Citizens of a Participating First Nation who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits of other Canadian citizens or permanent residents of Canada applicable to them from time to time.
- 6.7 Except as otherwise set out in the Final Agreement, in the event of a Conflict between a federal law and a law of a Participating First Nation enacted pursuant to section 6.1, the Participating First Nation law will prevail to the extent of the Conflict.

Chapter 7 Language and Culture

Language and Culture

- 7.1 It is the position of each Participating First Nation that it recognizes its sacred obligation for the protection, preservation, promotion and development of its language and culture, and the Parties agree that each Participating First Nation has Jurisdiction on its Reserve with respect to the preservation, promotion and development of its language and culture, which includes its traditional knowledge.
- 7.2 Except as otherwise set out in the Final Agreement, in the event of a Conflict between a federal law and a Participating First Nation law enacted pursuant to section 7.1, the Participating First Nation law will prevail to the extent of the Conflict.

Chapter 8 Management and Operation of Participating First Nation Governments

- Management and Operation of Participating First Nation Governments*
- 8.1 Each Participating First Nation has Jurisdiction with respect to the management and operation of the Participating First Nation Government, including:
- a) the financial administration of the Participating First Nation Government;
 - b) the powers, duties and responsibilities of employees, officers, elected officials and appointees of the Participating First Nation Government;
 - c) the establishment of administrative bodies, including agencies, boards, commissions, tribunals and dispute resolution bodies to perform functions set out in the laws of a Participating First Nation; and
 - d) the provision of access to information and the protection of privacy.
- 8.2 Except as otherwise set out in the Final Agreement, in the event of a Conflict between a federal law and a Participating First Nation law enacted pursuant to section 8.1, the Participating First Nation law will prevail to the extent of the Conflict.
- Personal Immunity from Civil Liability*
- 8.3 Each Participating First Nation may make laws concerning the personal immunity from civil liability of employees, officers, elected officials and appointees of the Participating First Nation Government and its institutions for:
- a) the actions of the Participating First Nation Government and its institutions; and
 - b) actions carried out in the course of their duties, in the absence of dishonesty, gross negligence or malicious or willful misconduct,
- subject to such laws also providing that the Participating First Nation Government, as employer, retains vicarious liability for the acts or omissions of employees, officers, elected officials and appointees of the Participating First Nation Government and its institutions covered by the immunity.

- 8.4 Except as otherwise set out in the Final Agreement, in the event of a Conflict between a federal law and a Participating First Nation law enacted pursuant to section 8.3, the Participating First Nation law will prevail to the extent of the Conflict.
- Conflict of Interest Rules* 8.5 Each Participating First Nation Government will adopt conflict of interest rules for elected and non-elected officials that are comparable to those in place for other governments in Canada.
- Effective Date of a Participating First Nation Law* 8.6 Unless otherwise set out in the Final Agreement, a law of a Participating First Nation will come into force at the beginning of the day following its enactment or such later date as set out in that law.
- Appeal or Review of Administrative Decisions* 8.7 Where an administrative body is established pursuant to a Participating First Nation law, the law establishing the body will address the issue of appeal or review of the decisions of that administrative body.
- Registry of Participating First Nation Laws* 8.8 The Final Agreement will address the establishment and maintenance of a registry of the laws of the Participating First Nations.
- Input by non-Citizen Residents* 8.9 The Final Agreement will set out the manner in which persons who are Ordinarily Resident on the Reserve of a Participating First Nation and who are not Citizens of that Participating First Nation, may have input into laws and decisions of the Participating First Nation Government that directly and significantly affect them.

Chapter 9 Delegation of Jurisdiction or Authority

- Delegation of jurisdiction or Authority* 9.1 Each Participating First Nation may delegate its Jurisdiction or Authority or a part thereof to a legal entity in a manner consistent with its Constitution and the Final Agreement.
- Accountability for Delegated Jurisdiction or Authority* 9.2 Where Jurisdiction or Authority or a part thereof is delegated by a Participating First Nation pursuant to section 9.1, the legal entity to which a delegation is made, will be accountable to that Participating First Nation for the Jurisdiction or Authority that has been delegated to it.
- Accountability to Citizens* 9.3 Each Participating First Nation will remain accountable to its Citizens for the exercise of any Jurisdiction or Authority it delegates.
- No Sub-Delegation of Jurisdiction* 9.4 The legal entity to which a delegation of Jurisdiction from a Participating First Nation has been made, will not sub-delegate that Jurisdiction.
- Delegation of Authority* 9.5 The legal entity to which a delegation of Authority from a Participating First Nation has been made, may sub-delegate that Authority with the written consent of the Participating First Nation.
- Terms and Conditions of Delegation* 9.6 The terms and conditions associated with a delegation under section 9.1 will be set out in a written agreement.
- Agreement to Receive a Delegation* 9.7 A Participating First Nation may enter into an agreement to receive a delegation of Jurisdiction or Authority.
- Final Agreement Revisions Related to Delegation* 9.8 Sections 9.1 to 9.7 may be revised by the Parties in the Final Agreement after further consideration has been given to matters related to aggregation.

Chapter 10 Aggregation

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| <i>Jurisdiction at Participating First Nation Level</i> | 10.1 | The Parties agree that Jurisdiction will vest with the Participating First Nations. |
| <i>Aggregation Principle</i> | 10.2 | The Parties acknowledge that not all Jurisdiction and Authority may be practically exercised, in whole or in part, at the Participating First Nation level. |
| <i>Efficiency & Effectiveness</i> | 10.3 | Efficiency and effectiveness in the governance and provision of the programs and services is a shared objective of the Parties. |
| <i>Plan for Aggregation</i> | 10.4 | <p>The Participating First Nations agree that discussions will take place among themselves between this Agreement and the Final Agreement regarding, but not limited to the following:</p> <ul style="list-style-type: none">a) aggregate levels of Participating First Nation governance;b) Jurisdictions and Authorities that may require aggregation to be exercised;c) processes to address impacts of aggregation on implementation, financial and intergovernmental relations;d) additional principles to guide aggregation and delegation of the exercise of Jurisdiction and Authority; and,e) processes of disaggregation, dissolution of aggregate levels, modification and amendment to aggregate levels, <p>so that best use is made of financial and human resources.</p> |

Chapter 11 Future Negotiations

Future Negotiations

- 11.1 The Final Agreement will address the issue of future sectoral self-government negotiations.

Chapter 12 Enforcement and Adjudication

Creation of Offences and Penalties

12.1 Unless otherwise agreed to in the Final Agreement, and subject to section 12.2, the laws of each of the Participating First Nations enacted pursuant to the Final Agreement, may provide for the creation of offences and for the imposition of penalties, including fines, restitution and imprisonment for the violation of those laws.

Penalties for Violation of Participating First Nation Laws

12.2 Unless otherwise agreed to in the Final Agreement, terms of imprisonment or fines for a violation of a law of a Participating First Nation may be no greater than those imposed under section 787(1) of the Criminal Code, except that a law of a Participating First Nation may provide for a fine of up to ten thousand dollars (\$10,000) or the amount applicable to summary conviction offences under section 787(1) of the Criminal Code, whichever is greater.

Alternative Sanctions

12.3 The laws of each of the Participating First Nations may provide for sanctions, as an alternative to fines or imprisonment, that are consistent with Nishnawbe Aski Nation customs, culture, practices and values and the issue of whether those sanctions will be imposed on an offender without his or her consent will be addressed in the Final Agreement.

Disposition of Fines

12.4 Unless otherwise agreed to in the Final Agreement, every fine or penalty arising out of the adjudication of a law of a Participating First Nation will be paid to and belong to that Participating First Nation Government.

Laws for Enforcement of Participating First Nation Laws

12.5 The Participating First Nations may make laws for enforcement of their respective 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.

- Voluntary Settlement of Disputes* 12.6 Each Participating First Nation Government may provide Citizens with services, including mediation services, for the voluntary settlement of disputes arising from the exercise of Jurisdiction or Authority under the Final Agreement.
- Responsibility for Prosecution of Violations of Participating First Nation Laws* 12.7 Each Participating First Nation Government will be responsible for the prosecution of violations of their respective laws and may appoint individuals to conduct such prosecutions in a manner consistent with the principles of prosecutorial independence.
- Enforcement of Participating First Nation Laws* 12.8 The laws of each of the Participating First Nations may provide for:
- a) the appointment of enforcement officers to enforce their respective laws; and
 - b) powers of enforcement comparable to those provided by the laws of Ontario or Canada for officers enforcing similar laws.
- Proof of Laws* 12.9 In any proceeding, evidence of a Participating 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 Participating First Nation, without proof of that person's signature or official character.
- Jurisdiction for Judicial Review of Administrative Decisions* 12.10 The Federal Court of Canada has Jurisdiction with respect to applications for judicial review of decisions of administrative bodies established pursuant to a law of a Participating First Nation provided all procedures for appeal or review established by their respective laws and applicable to that decision have been exhausted.
- Jurisdiction for Violation of Participating First Nation Laws* 12.11 Unless otherwise agreed to in the Final Agreement, and subject to the agreement of Ontario, the Ontario Court of Justice has Jurisdiction with respect to violations of the laws of the Participating First Nations.

*Scope of Ontario
Court of Justice
Jurisdiction*

12.12 Unless otherwise agreed to in the Final Agreement, and subject to the agreement of Ontario, the Ontario Court of Justice has Jurisdiction with respect to matters arising under the laws of the Participating First Nations, if those matters are within the Jurisdiction of the Ontario Court of Justice under federal or provincial law dealing with the same subject matter.

*Scope of Ontario
Superior Court of
Justice
Jurisdiction*

12.13 Unless otherwise agreed to in the Final Agreement, and subject to the agreement of Ontario, the Ontario Superior Court of Justice has Jurisdiction to hear and determine proceedings for:

- a) civil matters arising under the laws of the Participating First Nations, if those matters are within the Jurisdiction of the Superior Court of Justice under federal or provincial law dealing with the same subject matter; and
- b) appeals of decisions of the Ontario Court of Justice with respect to matters referred to in section 12.11.

Chapter 13 Transitional Provisions

- Chief and Councillors* 13.1 The Chief and Councilors of a Participating First Nation who hold office on the Effective Date will be deemed to be the Council of the Participating First Nation and will continue to hold office until such time as the Participating First Nation selects its leadership under its leadership selection law.
- Election Rules or Codes* 13.2 Until a Participating First Nation enacts a leadership selection law in accordance with the Final Agreement, the election rules or election codes that apply on the Effective Date will continue to apply.
- Membership* 13.3 Until a Participating First Nation enacts a citizenship law in accordance with the Final Agreement, the membership provisions of the Indian Act or the membership code of the Participating First Nation that applies on the Effective Date, will continue to apply.
- Sections of Indian Act that no longer Apply* 13.4 When a Participating First Nation exercises Jurisdiction in accordance with the Final Agreement, the following sections of the Indian Act and related regulations or orders will no longer apply:
- a) sections 8 to 14; and
 - b) sections 74 to 80;
- and the issue of the application of other Indian Act provisions to the Participating First Nations will be addressed in the Final Agreement.
- Deemed Definitions for Application of Indian Act* 13.5 For the purposes of the ongoing application of the Indian Act, a Participating First Nation will be deemed to be a “band”, the Council of a Participating First Nation will be deemed to be the “council of the band”, and a Citizen will be deemed to be a “member of a band”, within the meaning of those terms as they are defined in the Indian Act, unless otherwise agreed to in the Final Agreement.
- Relationship to First Nations Land Management Act* 13.6 The Final Agreement will address the relationship, if any, between the provisions of the Final Agreement and the First Nations Land Management Act as it applies to Participating First Nations.

Chapter 14 Access to Information and Privacy

- Access to Information and Privacy* 14.1 Canada will recommend to Parliament amendments to the Access to Information Act and the Privacy Act to protect from disclosure, information provided in confidence by a Participating First Nation Government as information provided to Canada by another government in Canada.
- Amendment to Privacy Act* 14.2 Canada will recommend to Parliament amendments to the Privacy Act to allow a Participating First Nation access to information necessary for a Participating First Nation to exercise its Jurisdiction and Authority under the Final Agreement.
- Agreements with Respect to Information* 14.3 Each Participating First Nation Government may enter into agreements with Canada or one another in respect of any one or more of the collection, protection, retention, use, disclosure, and confidentiality of personal, general or other information.
- Protection of Confidential Information* 14.4 Canada may provide information to a Participating First Nation Government, in confidence, provided the Participating First Nation Government has enacted a law for the protection of confidential information or has entered into an agreement with Canada for the protection of confidential information.
- Disclosure Subject to Federal Law* 14.5 Notwithstanding any other provision in this Agreement:
- a) Canada is not required to disclose any information that is required to be withheld under any federal law; and
 - b) the Parties are not 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.
- System for Citizen Access to Information* 14.6 Each Participating First Nation Government will develop and maintain a system to provide Citizens with access to information held by the Participating First Nation Government.

*Exemptions to be
Guided by
Canadian Law*

14.7 In developing any exemption to access to information, the Participating First Nations will take into account the exemptions contained in existing access to information and privacy legislation in Canada.

Chapter 15 Approval and Ratification

Approval of Agreement-in-Principle

- 15.1 The negotiators will initial this Agreement to signify their intention to present this Agreement to the Parties for their consideration for approval.
- 15.2 Each Participating First Nation will approve this Agreement by adopting a Band Council Resolution:
- a) authorizing the Grand Chief to sign this Agreement on their behalf; and,
 - b) indicating their support to proceed with the negotiation of the Final Agreement.
- 15.3 Subject to securing the approval referred to in section 15.2, the Grand Chief will send a letter to the Minister confirming the approval of this Agreement and will provide copies of the Band Council Resolutions.
- 15.4 The Grand Chief will sign this Agreement on behalf of the Participating First Nations.
- 15.5 Canada will approve this Agreement by the Minister signing this Agreement as authorized by the Governor in Council.
- 15.6 Once this Agreement is approved by the Parties, they will jointly make it public.

Ratification of the Final Agreement

- 15.7 The negotiators will initial the Final Agreement to signify their intention to present the Final Agreement to the Parties for their consideration for ratification.
- 15.8 The Final Agreement will set out a process to be used by the Participating First Nations for ratifying the Final Agreement.

15.9 Canada acknowledges that the communities listed in Schedule “B” of this Agreement are “bands” within the meaning of the Indian Act and that Nishnawbe Aski Nation recognizes them as members of Nishnawbe Aski Nation, and that each of these communities may become a party to the Final Agreement if the community has lands set aside as a Reserve at the time the Final Agreement is initialed by the negotiators as required under section 15.7.

15.10 If a community listed in Schedule “B” does not have a Reserve at the time the Final Agreement is initialed by the negotiators, as required under section 15.7, a community listed in Schedule “B” will become a party to the Final Agreement, at a later date, if:

- a) the community has lands set aside as a Reserve;
- b) the community has indicated to the Parties that it wishes to become a party to the Final Agreement, and the Minister and the Participating First Nations, by passing a resolution of the Chiefs in Assembly approved by the majority of the Participating First Nations’ representatives, consent to the community participating in the ratification process referred to in section 18.5;
- c) the community has participated in the ratification process referred to in section 18.5 and the community supports the Final Agreement;
- d) the Parties consent, in writing, to the amendment of the Final Agreement as required under section 18.3 which consent shall be effected by the Parties fulfilling the requirements of section 18.6 of this Agreement, and the Parties hereby agree they will seek consent to such an amendment through their respective approval mechanisms if the conditions in (a) through (c) are met.

15.11 Canada acknowledges that Nishnawbe Aski Nation recognizes the communities listed in Schedule “C” of this Agreement as members of Nishnawbe Aski Nation and that these communities will become parties to the Final Agreement if:

- a) the community is recognized as a “band” within the meaning of the Indian Act;
- b) the community has lands set aside as a Reserve;
- c) the community has indicated to the Parties that it wishes to become a party to the Final Agreement, and the Minister and the Participating First Nations, by passing a resolution of the Chiefs in Assembly approved by the majority of the Participating First Nations’ representatives, consent to the community participating in the ratification process referred to in section 18.5;
- d) the community has participated in the ratification process referred to in section 18.5 and the community supports the Final Agreement;
- e) the Parties consent, in writing, to the amendment of the Final Agreement as required under section 18.3 which consent shall be effected by the Parties fulfilling the requirements of section 18.6 of this Agreement, and the Parties hereby agree they will seek consent to such an amendment through their respective approval mechanisms if the conditions in (a) through (d) are met.

15.12 The Parties acknowledge that a First Nation that is not a member of Nishnawbe Aski Nation and that becomes a member of Nishnawbe Aski Nation, will become a party to the Final Agreement if the requirements of sections 18.3, 18.4, 18.5, and 18.6 of this Agreement are fulfilled.

15.13 The ratification process will promote and provide for:

- a) openness and transparency;
- b) participation of the eligible members of each Participating First Nation;
- c) access to information; and
- d) consensus building.

15.14 The Minister will seek the approval of the Governor in Council to:

- a) sign the Final Agreement; and
- b) introduce legislation in Parliament to give effect to the Final Agreement.

15.15 Canada will have ratified the Final Agreement when the legislation giving effect to the Final Agreement is passed and comes into force.

15.16 Canada will pay the costs of ratifying the Final Agreement in an amount to be agreed upon by the Parties prior to the ratification process commencing.

15.17 Once the Final Agreement is ratified by the Parties, they will jointly make it public.

*Consultation on
Legislation*

15.18 Subject to the consent of the Governor in Council, Canada will consult with the Participating First Nations in the preparation of the legislation which will give effect to the Final Agreement by providing:

- a) a copy of the draft legislation;
- b) a reasonable period of time within which to permit the Participating First Nations to prepare and present their comments; and
- c) a timely response to any comments received from the Participating First Nations.

15.19 For the purposes of section 15.18, the Participating First Nations will be represented by their negotiator for the Final Agreement or a designate appointed by the Participating First Nations.

Chapter 16 Fiscal Transfer Agreement

- Next Stage of Negotiations*
- 16.1 Upon completion of this Agreement, the next stage of negotiations will include negotiations of the following agreements:
- a) Final Agreement;
 - b) Implementation Plan; and
 - c) Fiscal Transfer Agreement.
- Government to Government Fiscal Transfer*
- 16.2 The Fiscal Transfer Agreement will be negotiated between the Parties and will be based on a government-to-government fiscal transfer.
- Timing for Fiscal Agreement Negotiations*
- 16.3 The first Fiscal Transfer Agreement will be negotiated prior to the ratification of the Final Agreement by the Participating First Nations.
- Fiscal Agreement not a Treaty*
- 16.4 The Fiscal Transfer Agreement is not a treaty within the meaning of section 35 of the Constitution Act, 1982.
- Negotiation of a Fiscal Transfer Agreement*
- 16.5 The recognition of Jurisdiction and Authority of each Participating First Nation pursuant to the Final Agreement does not in and of itself create or imply any funding or financial obligation for any Party. Nevertheless, Canada agrees to negotiate and attempt to reach a Fiscal Transfer Agreement in order to provide funding to support the:
- a) establishment and operation of the Participating First Nation Governments; and
 - b) direct or indirect delivery of Agreed-Upon Programs and Services by the Participating First Nation Governments,
- in accordance with the terms and conditions to be set out in the Final Agreement and the Fiscal Transfer Agreement.

Components of the Fiscal Transfer Agreement

- 16.6 Every five (5) years, or such other period as the Parties may agree, the Parties will negotiate and attempt to reach an agreement on a Fiscal Transfer Agreement which will set out:
 - a) the amount of annual funding to be provided by Canada;
 - b) adjustment factors;
 - c) procedures for negotiating subsequent Fiscal Transfer Agreements;
 - d) payment procedures;
 - e) how and when agreed-upon own source revenue capacity will be taken into account in negotiating funding;
 - f) a dispute resolution process;
 - g) arrangements for the collection and exchange of information, including financial information;
 - h) provisions for adding new program areas into the Fiscal Transfer Agreement during the life of the Fiscal Transfer Agreement; and
 - i) such other matters as may be agreed to by the Parties.

Shared Responsibility

16.7 The funding to the Participating First Nation Governments is a shared responsibility of the Parties and therefore, where feasible, reliance on federal transfers should be reduced over time.

Capacity of PFNs to Share in Funding

16.8 The capacity of Participating First Nations to share in the funding for Participating First Nation Governments will be guided by the factors set out in section 16.10.

Own Source Revenue Capacity

16.9 The Final Agreement or the Fiscal Transfer Agreement will set out an approach to the consideration of own source revenue capacity of the Participating First Nations.

Factors to be Considered in Negotiation of a Fiscal Transfer Agreement

- 16.10 The Parties will negotiate and attempt to reach an agreement on a Fiscal Transfer Agreement based on a consideration of the following factors:
 - a) the desirability of stable and predictable funding;

- b) flexible fiscal arrangements as may be appropriate;
- c) the cost to the Participating First Nations of the delivery, either directly or indirectly, of Agreed-Upon Programs and Services that are reasonably comparable to similar programs and services provided under the Jurisdiction of the Province of Ontario, including any standards required to be met by the Participating First Nations under the terms of the Final Agreement;
- d) one-time start up costs to establish the Participating First Nation Governments including the Agreed-Upon Programs and Services related to the establishment of the Participating First Nation Governments and related agreed-upon training, as agreed to in a Fiscal Transfer Agreement;
- e) ongoing costs to operate the Participating First Nation Governments;
- f) the size, location, population, demographics, accessibility and remoteness of Participating First Nations, as appropriate;
- g) the Jurisdictions and Authorities agreed to in the Final Agreement to be exercised by the Participating First Nations during the term of the Fiscal Transfer Agreement;
- h) existing levels of federal expenditures for programs and services to the Participating First Nations and their Citizens;
- i) own source revenue capacity of the Participating First Nations, subject to the approach to be developed pursuant to section 16.9;
- j) the fiscal policies of the Government of Canada in effect at the time of negotiation of each Fiscal Transfer Agreement;
- k) efficiency and effectiveness, including opportunities for economies of scale, in the provision of Agreed-Upon Programs and Services as agreed to in a Fiscal Transfer Agreement; and,
- l) such other matters as may be agreed to by the Parties.

Emergency and Unforeseen Circumstances

16.11 The Fiscal Transfer Agreement will make provision for addressing emergency and unforeseen circumstances during the term of the Fiscal Transfer Agreement.

<i>Funding Subject to Appropriation of Funds by Parliament</i>	16.12 Funding provided by Canada under the Fiscal Transfer Agreement is subject to the appropriation of funds by the Parliament of Canada for that purpose.
<i>Funding is a Condition Precedent</i>	16.13 The Parties agree that the funding agreed to be provided by Canada in the Fiscal Transfer Agreement is a condition precedent for a Participating First Nation to provide Agreed-Upon Programs and Services under the Fiscal Transfer Agreement to the extent that such Agreed-Upon Programs and Services are contingent upon the provision of funding by Canada.
<i>Default by a Party</i>	16.14 The Fiscal Transfer Agreement will address a situation where either Party may be in default of a term of the Fiscal Transfer Agreement.
<i>Accountability Mechanisms</i>	16.15 The Fiscal Transfer Agreement will provide for accountability mechanisms which enable Parliament to assess the extent to which public funds transferred in accordance with the Fiscal Transfer Agreement have contributed to the objectives for which they were voted.
<i>Fiscal Transfer Agreement is a Contract</i>	16.16 A Fiscal Transfer Agreement entered into pursuant to the Final Agreement will be in the form of a contract, and will be attached to, but will not form a part of the Final Agreement.
<i>Fiscal Transfer Agreement to Continue</i>	16.17 If the Parties do not reach an agreement on a subsequent Fiscal Transfer Agreement on or before the date of the expiry of the then current Fiscal Transfer Agreement, the Fiscal Transfer Agreement that has expired will continue to be in effect for a period of time no later than two (2) years from the date of the expiry of that Fiscal Transfer Agreement.
<i>In the Event a new Fiscal Transfer Agreement is not Reached</i>	16.18 The Final Agreement or the Fiscal Transfer Agreement will address a situation where the Parties have been unable to reach a new Fiscal Transfer Agreement after the expiry of the two year period referred to in section 16.17.
<i>Management of Funding</i>	16.19 The Participating First Nations will manage, administer and account for the funding pursuant to the Fiscal Transfer Agreement in accordance with generally accepted accounting principles.

Chapter 17 Implementation

- | | | |
|--|------|--|
| <i>Implementation Plan</i> | 17.1 | Prior to the initialing of the Final Agreement, the Parties will develop an Implementation Plan to guide the implementation of the Final Agreement. |
| <i>Implementation Plan not Part of Final Agreement</i> | 17.2 | The Implementation Plan will not be part of the Final Agreement and will not alter any rights or obligations set out in the Final Agreement. |
| <i>Components of Implementation Plan</i> | 17.3 | <p>The Implementation Plan will:</p> <ul style="list-style-type: none">a) identify the obligations and activities the Parties will undertake to implement the Final Agreement;b) identify who is responsible for the activities;c) identify how the activities will be carried out;d) identify time frames for the activities;e) identify areas where training would facilitate effective implementation of the Final Agreement;f) include an amendment procedure;g) include a communication strategy to inform interested Parties about the Final Agreement; andh) address any other matters agreed to by the Parties. |
| <i>No Legal Obligations from Implementation Plan</i> | 17.4 | The Implementation Plan will not create legal obligations that are binding on the Parties unless otherwise agreed to by the Parties in the Implementation Plan. |
| <i>Implementation Committee</i> | 17.5 | Within two (2) months of the Effective Date, the Parties will establish an Implementation Committee to oversee the implementation of the Final Agreement. |
| <i>Terms of Reference</i> | 17.6 | The Final Agreement will set out terms of reference for the operation of the Implementation Committee. |

Chapter 18 Amendment and Review

- Pre-Effective Date Amendments* 18.1 Following the ratification of the Final Agreement by each Participating First Nation, but prior to the Effective Date, the Parties may agree to non-substantial amendments to the Final Agreement, without a requirement for re-ratification by the Participating First Nations.
- Approval of Non-Substantial Amendments* 18.2 During the negotiation of the Final Agreement, the Parties will agree on a process for the approval of non-substantial amendments referred to in section 18.1 of this Agreement.
- Amendment of Final Agreement* 18.3 The Final Agreement may be amended at any time in writing with the consent of the Parties.
- Inclusion of Other First Nations* 18.4 Subject to section 18.5, the Final Agreement may be amended to include First Nations who are not parties to the Final Agreement.
- Ratification Process to Apply to Other First Nations* 18.5 Any First Nation seeking to join the Final Agreement will be required to follow the ratification process set out in the Final Agreement for a Participating First Nation.
- Consent for Other First Nations to Join Final Agreement* 18.6 The consent to any amendment made pursuant to section 18.3 or 18.4 will be effected by:
- a) Canada, by the Minister signing an agreement as authorized by the Governor-in-Council and, if required, the enactment of federal legislation giving effect to the amendment; and
 - b) the Participating First Nations, by passing a resolution of the Chiefs in Assembly approved by the majority of Participating First Nations' representatives.
- Review of Final Agreement* 18.7 The Parties agree that the Final Agreement will include a provision for the joint review of the Final Agreement by the Parties, including the timing of a review, the costs of a review and the scope of a review, including consideration of any other relevant agreements that may have been reached involving Canada and any of the Participating First Nations, subsequent to the Effective Date of the Final Agreement.

Chapter 19 Dispute Resolution

Dispute Resolution Process

- 19.1 The Final Agreement will set out a dispute resolution process for the resolution of disputes that may arise respecting the interpretation, application and implementation of the Final Agreement.

Chapter 20 Harmonization Of Governance & Education Agreements

Harmonization of Governance and Education Agreements 20.1 The Final Agreement will address the relationship between the Final Agreement and the proposed Final Agreement on Education Jurisdiction.

Chapter 21 Third Party Communications

*Joint
Communications
Strategy*

21.1 The Parties will implement a joint communications strategy for informing third parties who may have an interest in these governance negotiations and this Agreement.

*Costs for Third
Party
Communications
Strategy*

21.2 The costs of implementing any third party communications strategy will be funded by Canada in an amount to be agreed to by the Parties.

Chapter 22 Notice

- Notice* 22.1 In sections 22.2 to 22.4, “communication” includes a notice, document, request, approval, authorization or consent.
- Service of Notice* 22.2 Unless otherwise provided in the Final Agreement, a communication to or from Canada and a Participating First Nation, pursuant to the Final Agreement must be:
- a) delivered personally or by courier;
 - b) transmitted by fax;
 - c) mailed by prepaid registered post in Canada; or
 - d) communicated by any other means agreed to by the Parties.
- Confirmation of Service of Notice* 22.3 A communication will be considered to have been given, made or delivered, and received if:
- a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - b) transmitted by fax and the sender receives confirmation of the transmission, at the start of business on the next business day after the day on which it was transmitted; or
 - c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.
- Address for Delivery* 22.4 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address or transmitted to the fax number of the intended recipient as set out below:
- For Canada:
Attention: Regional Director General
Department of Indian Affairs and Northern Development
25 St. Clair Avenue East, 8th Floor
Toronto, Ontario
M4T 1M2
Fax: (416) 954-4326
- For a Participating First Nation:
Attention: To be completed in the Final Agreement

22.5 Any Party that changes its address or fax number will provide a notice of the change, in writing, to the other Parties.

Signatures

Signatures

IN WITNESS WHEREOF this Agreement is hereby executed by the Grand Chief of the Nishnawbe Aski Nation on behalf of the Participating First Nations and the Minister of Indian Affairs and Northern Development on behalf of Canada on this _____ day of _____, _____.

Grand Chief of the
Nishnawbe Aski Nation

Minister of Indian Affairs and Northern Development

Schedule A Potential Participating First Nations of Nishnawbe Aski Nation

The following First Nations of Nishnawbe Aski Nation are eligible to be Participating First Nations under this Agreement:

Albany
Attawapiskat
Bearskin Lake
Brunswick House
Cat Lake
Chapleau Cree
Chapleau Ojibway
Constance Lake
Deer Lake
Eabametoong
Flying Post
Fort Severn
Ginoogaming
Kasabonika Lake
Kee-Way-Win
Kingfisher
Martin Falls
Matachewan
Mattagami
Mishkeegogamang
Missanabie Cree
Moose Cree
Muskrat Dam
Neskantaga
North Caribou Lake
North Spirit Lake
Pikangikum
Poplar Hill
Sachigo Lake
Sandy Lake
Taykwa Tagamou
Wahgoshig
Wapekeka
Wawakapewin
Webique
Weenusk
Wunnumum

Schedule B Potential Participating First Nations of Nishnawbe Aski Nation

Subject to having lands set aside on their behalf as a Reserve, the following communities of Nishnawbe Aski Nation are eligible to be Participating First Nations under the Final Agreement:

Aroland
McDowell Lake
Nibinamik
Slate Falls

Schedule C Potential Future Participating First Nations of Nishnawbe Aski Nation¹

Subject to recognition as a “band” under the Indian Act, and subject to having lands set aside on their behalf as a Reserve, the following communities of Nishnawbe Aski Nation are eligible to be Participating First Nations under the Final Agreement:

Hornepayne
Whitewater
Mocreebec
Beaver House

¹ Other First Nations that are not members of Nishnawbe Aski Nation, that become members of Nishnawbe Aski Nation, may become a Party to the Final Agreement subject to sections 18.3, 18.4, 18.5 and 18.6 of this Agreement.