

ANISHINABEK NATION GOVERNANCE AGREEMENT

BETWEEN

**The First Nations set out in Schedule A
as represented by their respective Ogiimak
(hereinafter referred to as the “First Nations”)**

AND

**The Anishinabek Nation as represented by the Grand Council Ogiimah of the
Anishinabek Nation/President of the Union of Ontario Indians,
(hereinafter referred to as the “Anishinabek Nation”)**

AND

**Her Majesty the Queen in Right of Canada
as represented by the Minister of Indian Affairs and Northern Development,
(hereinafter referred to as “Canada”)**

**Note: This draft is without prejudice and is not yet agreed upon by the Parties. Any Party
may suggest additions or deletions to the draft until the Agreement is initialled.**

Regular Font – Matters still under negotiation

Bold – Matters which have been negotiated

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PREAMBLE

Ngo Dwe Waangizid Anishinaabe

One Anishinaabe Family

(Preamble to the Anishinaabe Chi-Naaknigewin)

Debenjiged gii'saan anishinaaben akiing giibi dgwon gaadeni mnidoo waadiziwin.

Creator placed the Anishinaabe on the earth along with the gift of spirituality.

Shkode, nibi, aki, noodin, giibi dgosdoonan wii naagdowendmang maanpii shkagmigaang.

Here on mother earth, there were gifts given to the Anishinaabe to look after, fire, water, earth and wind.

Debenjiged gii miinaan gechtwaa wendaagog Anishinaaben waa naagdoonjin ninda niizhwaaswi kino maadwinan.

The Creator also gave the Anishinaabe seven sacred gifts to guide them. They are:

Zaagidwin, Debwewin, Mnaadendmowin, Nbwaakaawin, Dbaadendiziwin, Gwekwaadziwin miinwa Aakedhewin.

Love, Truth, Respect, Wisdom, Humility, Honesty and Bravery.

Debenjiged kiimiingona dedbinwe wi naagdowendiwin.

Creator gave us sovereignty to govern ourselves.

Ka mnaadendanaa gaabi zhiwebag miinwaa nango megwaa ezhwebag, miinwa geyaabi waa ni zhiwebag.

We respect and honour the past, present and future.

1. **WHEREAS** the First Nations assert that, together as aboriginal peoples of the Ojibway, Chippewa, Odawa, Pottowatomi, Algonquin, Nipissing, Delaware and Mississauga Tribal Nations who share a sense of aboriginal identity and spirituality and are united through historic origin, values, language, traditions and culture, they are among the First Nations comprising the Anishinabek Nation; and
2. **WHEREAS** the First Nations assert that their Tribal Nations maintained self-sufficient governments with sustainable economies, distinctive languages, powerful spirituality, and diverse cultures within a defined territory which pre-existed the establishment of Canada and that these Tribal Nations continue to exist; and
3. **WHEREAS** the First Nations assert that they have a sacred duty to ensure the well-being of the people to the Seventh (7th) Generation and that it is incumbent upon the leadership of the First Nations to ensure this sacred duty is honoured; and
4. **WHEREAS** the special and historic relationship between aboriginal peoples and Canada is evidenced by, among other things, the treaties and this relationship continues and it is recognized in the Constitution of Canada; and
5. **WHEREAS** Canada recognizes the importance of strengthening its relationships with First Nations; and
6. **WHEREAS** the Parties recognize and respect the solemn and enduring nature of the treaties and the importance to Canada and the First Nations of honouring the treaties; and
7. **WHEREAS** the existing aboriginal and treaty rights of the aboriginal peoples of Canada are recognized and affirmed by section 35 of the *Constitution Act, 1982*; and
8. **WHEREAS** Canada recognizes the inherent right of self-government as an existing aboriginal right within section 35 of the *Constitution Act, 1982*; and
9. **WHEREAS** Canada's recognition of the inherent right of self-government as an existing aboriginal right within section 35 of the *Constitution Act, 1982* is based on the view that the aboriginal peoples of Canada have the right to govern themselves in relation to matters that are integral to their unique cultures, identities, traditions, languages and institutions and with respect to their special relationship to their land and their resources; and
10. **WHEREAS** the Parties acknowledge that an assertion by one Party is an expression of that Party's position and does not represent acceptance of that position by the other Parties to the negotiations; and
11. **WHEREAS** the First Nations were represented by the Union of Ontario Indians in the negotiation of this Agreement.

**THEREFORE, THE FIRST NATIONS, THE ANISHINABEK NATION, AND CANADA
AGREE AS FOLLOWS:**

CHAPTER 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 The following definitions apply in this Agreement:

“Agreement” means this Anishinabek Nation Governance Agreement;

“Anishinaabe Institution” means a government institution established pursuant to a First Nation law or other authority, or an Anishinabek Nation law or other authority under this Agreement;

“Anishinabek Nation” means the collectivity of First Nations set out in Schedule A of this Agreement;

“Anishinabek Nation Education Agreement” means the education agreement between the First Nations of that agreement and Canada;

“Anishinabek Nation Fiscal Agreement” means the agreement described in Chapter 8 of this Anishinabek Nation Governance Agreement;

“Anishinabek Nation Government” means the government of the Anishinabek Nation represented by the Grand Council;

“Conflict” means an actual conflict in operation or operational incompatibility;

“Decision” means a decision made by a First Nation Government, the Anishinabek Nation Government or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Agreement;

“Deputy Grand Council Ogiimah” means a Deputy Grand Council Chief of the Anishinabek Nation;

“Deputy Grand Council Ogiimak” means the Deputy Grand Council Chiefs of the Anishinabek Nation;

“E’Dbendaagzijig” means a person who is a citizen of a First Nation as defined in that First Nation’s E’Dbendaagzijig law;

“Effective Date” means the date that this Agreement comes into legal effect under federal legislation;

“Eligible Voter” means a person:

- (a) who is eighteen (18) years of age or over by the last day of the ratification vote;
- (b) whose name appears on the “band list” as defined in the *Indian Act* of a First Nation that is in a ratification vote or who is entitled to have their name appear on the “band list” of that First Nation; or
- (c) whose name appears on the voter’s list of a First Nation or who is entitled to have their name appear on the voter’s list of that First Nation.

“Federally Supported Programs and Services” means the list of programs and services described in the Anishinabek Nation Fiscal Agreement;

“First Nation” means a “band” as defined in the *Indian Act*;

“First Nation” means a First Nation set out in Schedule A of this Agreement;

“First Nations’ Fiscal Contribution” means the amount determined pursuant to the formula set out in the Anishinabek Nation Fiscal Agreement and used in the calculation of the Transfer Payment;

“First Nation Government” means the government of a First Nation represented by its Ogiimah and council;

“Generally Accepted Accounting Principles” means the accounting principles generally accepted in Canada from time to time, and, where the Chartered Professional Accountants of Canada including the Public Sector Accounting Board or its successor publishes a statement or an accounting guideline, that statement or guideline will be considered conclusively to be a principle or guideline generally accepted in Canada;

“Grand Council” means the law-making body of the Anishinabek Nation and is comprised of a Grand Council Ogiimah, Deputy Grand Council Ogiimak and a representative of each First Nation of the Anishinabek Nation, all of whom must be citizens of the Anishinabek Nation;

“Grand Council Ogiimah” means the Grand Council Chief of the Anishinabek Nation;

“Implementation and Operations Committee” means the committee established pursuant to Chapter 16 of this Agreement;

“Implementation Plan” means the plan described in Chapter 16 of this Agreement;

“Intellectual Property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including

any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;

“International Legal Obligation” means an obligation binding on Canada under international law, including an obligation that is in force on or after the Effective Date;

“International Treaty” means an international agreement concluded

(a) between states; or

(b) between one or more states and one or more international organizations,

in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation;

“International Tribunal” means any international court, tribunal, committee, panel, or other international body, mechanism or procedure, which has competence to determine or advise on Canada’s compliance with an International Legal Obligation;

“Ogiimah” means a Chief of a First Nation of the Anishinabek Nation;

“Ogiimak” means the Chiefs of the First Nations of the Anishinabek Nation;

“Parties” means the individual First Nations, the Anishinabek Nation and Canada;

“Reserve” means:

(a) a “reserve” as defined in the *Indian Act* of a First Nation; and

(b) lands set apart by Canada in the future as a “reserve”;

“Transfer Payment” means the monetary amount, payable by Canada, calculated pursuant to the Anishinabek Nation Fiscal Agreement; and

“Union of Ontario Indians” means the body incorporated under the laws of the Province of Ontario or its successor.

Interpretation

1.2 This Agreement is governed by, construed and interpreted in accordance with the laws in force in the Province of Ontario.

1.3 For greater certainty, the Federal Court has jurisdiction to hear questions in relation to the interpretation or application of this Agreement.

1.4 In this Agreement:

- (a) headings or sub-headings are for convenience only, and do not form a part of this Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision;**
- (b) a reference to a law includes any portion of that law and every amendment to it, every regulation or any portion of the regulation, and any order made under it and any law enacted in substitution, or in replacement of it;**
- (c) 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;**
- (d) unless 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";**
- (e) unless otherwise clear from the context, a reference to a chapter, section, sub-section or schedule refers to a chapter, section, sub-section or schedule of this Agreement;**
- (f) the word "or" is used in its inclusive sense, such that, depending on the context, it could mean A or B, it could also mean A as well as B but not C, and it could also mean A as well as B as well as C, and the word "and" is used in its joint sense meaning A and B and C but not any alone; and**
- (g) the word "will" denotes an obligation that, unless this Agreement provides to the contrary, must be carried out as soon as practicable once the relevant time becomes of the essence and "may" is permissive.**

Statutory Instruments Act

1.5 The *Statutory Instruments Act* does not apply to the laws of the First Nations or the Anishinabek Nation.

CHAPTER 2

PURPOSE

2.1 This Agreement provides for:

- (a) the establishment of an Anishinabek Nation Government with the power to enact laws and to address matters of common concern to First Nations;**
- (b) the establishment of a new government-to-government relationship between the Parties within the framework of the *Constitution Act, 1982*;**
- (c) the exercise of certain law-making powers and other authorities by the First Nations and the Anishinabek Nation;**
- (d) the power of the First Nation Governments and the Anishinabek Nation Government to establish institutions, procedures and processes which help promote effective governance, economic prosperity, social well-being and healthy communities;**
- (e) the establishment of a new intergovernmental financial relationship and fiscal arrangements to support the exercise of law-making powers and other authorities under this Agreement;**
- (f) implementation;**
- (g) a framework for negotiating future self-government agreements between the Parties; and**
- (h) other related matters.**

CHAPTER 3

GENERAL PROVISIONS

Nature of This Agreement

- 3.1** This Agreement is based on the recognition that the inherent right of self-government is an existing aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*, without the Parties taking any position with respect to how an inherent right of self-government may be ultimately defined at law.

Aboriginal and Treaty Rights

- 3.2** This Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.
- 3.3** Nothing in this Agreement will be construed:
- (a) so as to abrogate or derogate from the aboriginal or treaty rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the *Constitution Act, 1982*; or
 - (b) as satisfaction or fulfillment of any treaty obligations of Canada.
- 3.4** For greater certainty, nothing in this Agreement will determine or define any aboriginal or treaty rights of the First Nations.

Fiduciary Relationship

- 3.5** The fiduciary relationship between Canada and each First Nation will continue after the Effective Date.
- 3.6** As a First Nation exercises law-making power and other authority under this Agreement, fiduciary obligations of Canada to that First Nation will be as determined by jurisprudence respecting fiduciary relationships and fiduciary obligations.

Canadian Charter of Rights and Freedoms

- 3.7** The *Canadian Charter of Rights and Freedoms* applies to each First Nation Government and the Anishinabek Nation Government in respect of all matters within their authority.

Liability

- 3.8** A First Nation is not liable for anything done or omitted to be done by Canada or any person or entity authorized to act on behalf of Canada for matters:

- (a) where there is no First Nation law-making power or other authority set out in this Agreement;
- (b) where there has been no exercise of First Nation law-making power or other authority set out in this Agreement; or
- (c) related to or arising from this Agreement and which occurred before the Effective Date.

3.9 The Anishinabek Nation is not liable in respect of anything done or omitted to be done by Canada or any person or entity authorized to act on behalf of Canada for matters:

- (a) where there is no Anishinabek Nation law-making power or other authority set out in this Agreement;
- (b) where there has been no exercise of Anishinabek Nation law-making power or other authority set out in this Agreement; or
- (c) related to or arising from this Agreement and which occurred before the Effective Date.

3.10 Canada is not liable in respect of anything done or omitted to be done by a First Nation or any person or entity authorized to act on behalf of a First Nation for matters relating to a law-making power or other authority set out in this Agreement after a First Nation has exercised that law-making power or other authority.

3.11 Canada is not liable in respect of anything done or omitted to be done by the Anishinabek Nation or any person or entity authorized to act on behalf of the Anishinabek Nation for matters relating to a law-making power or other authority set out in this Agreement after the Anishinabek Nation has exercised that law-making power or other authority.

Indemnification

3.12 Canada will indemnify a First Nation for any damage, cost, loss or liability suffered by that First Nation as a result of an act or omission described in section 3.8.

3.13 Canada will indemnify the Anishinabek Nation for any damage, cost, loss or liability suffered by the Anishinabek Nation as a result of an act or omission described in section 3.9.

3.14 A First Nation will indemnify Canada for any damage, cost, loss or liability suffered by Canada as a result of an act or omission described in section 3.10.

- 3.15 The Anishinabek Nation will indemnify Canada for any damage, cost, loss or liability suffered by Canada as a result of an act or omission described in section 3.11.**
- 3.16 A party that is the subject of a claim, demand, action, or other proceeding that may give rise to a requirement to indemnify pursuant to this Agreement:**
- (a) will vigorously defend the claim, demand, action, or other proceeding; and**
 - (b) will not settle or compromise the claim, demand, action, or other proceeding except with the consent of the party that granted the indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.**

No Restrictions

- 3.17 Each First Nation and their E'Dbendaagzijig and the Anishinabek Nation will be eligible to participate in and benefit from any federal programs or services in accordance with criteria for such programs or services, to the extent that the First Nation, the Anishinabek Nation or any other entity authorized by the First Nation, has not assumed responsibility for the provision of a similar program or service under the Anishinabek Nation Fiscal Agreement or other agreement with Canada.**
- 3.18 The E'Dbendaagzijig of the First Nations 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.**

Challenging this Agreement

- 3.19 No Party will challenge the validity of any provision of this Agreement or the federal legislation that gives effect to this Agreement.**

Proof of Laws

- 3.20 The federal legislation giving effect to this Agreement will provide for judicial notice of the laws of the First Nations and the Anishinabek Nation.**
- 3.21 In any proceeding, including judicial proceedings, evidence of a First Nation law or an Anishinabek 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 that First Nation or the Anishinabek Nation respectively, without proof of that person's signature or official title.**

CHAPTER 4

ANISHINABEK NATION GOVERNMENT

Legal Status and Capacity

- 4.1 The Anishinabek Nation is a distinct legal entity with the rights, powers and privileges of a natural person, including the legal capacity to:**
- (a) enter into agreements or contracts;**
 - (b) acquire, hold, lease or manage property or any interests therein;**
 - (c) acquire, hold or dispose of bequests and gifts which are given to the Anishinabek Nation;**
 - (d) sue or be sued and to act on its own behalf in legal proceedings;**
 - (e) hold, spend, invest, raise or borrow money, and secure or guarantee the repayment of money borrowed;**
 - (f) apply to form corporations or other legal entities in accordance with federal or provincial laws;**
 - (g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and**
 - (h) do such other things as are ancillary to the exercise of its rights, powers and privileges under this Agreement.**

Anishinabek Nation Constitution

- 4.2 The Anishinabek Nation has adopted and will maintain a written constitution known as the *Anishinaabe Chi-Naaknigewin*.**
- 4.3 Each First Nation will approve the *Anishinaabe Chi-Naaknigewin* no later than the date it ratifies this Agreement.**
- 4.4 The *Anishinaabe Chi-Naaknigewin* will address, among other things:**
- (a) the establishment of the Anishinabek Nation Government including institutions and structures to support the exercise of law-making powers and other authorities under this Agreement;**
 - (b) the political and financial accountability of the Anishinabek Nation Government to the First Nations and the E'Dbendaagzijig;**

- (c) procedures for making, amending, publishing and providing access to Anishinabek Nation laws;
- (d) delegation of authority other than law-making power;
- (e) procedures for appealing or challenging the validity or application of the laws of the Anishinabek Nation;
- (f) appeal and redress mechanisms;
- (g) mechanisms to enact conflict of interest rules; and
- (h) amendment procedures.

Exercise of Law-Making Powers and Other Authorities

- 4.5** The Anishinabek Nation will exercise its law-making powers and other authorities under this Agreement through the Anishinabek Nation Government in a manner consistent with this Agreement.
- 4.6** The exercise of law-making powers and other authorities by the Anishinabek Nation under this Agreement will evolve over time.
- 4.7** The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.
- 4.8** The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.
- 4.9** An Anishinabek Nation law enacted under this Agreement will not be considered void, invalid or unenforceable, nor will any person's liability under an Anishinabek Nation law be affected by reason only of a defect in form or failure of a First Nation to comply with sub-section 4.8.

Repository of Laws

- 4.10** The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.
- 4.11** The Anishinabek Nation Government will provide any person with reasonable access to the repository by, among other means, posting the laws on the Anishinabek Nation Government's official website or such other electronic medium as may be available from time to time.

Leadership Selection

- 4.12 The Anishinabek Nation has the power to enact laws with respect to the selection of the Anishinabek Nation Government representatives.**
- 4.13 Except as set out in this Agreement, in the event of a Conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.12 the Anishinabek Nation law will prevail to the extent of the Conflict.**

Anishinabek Nation E'Dbendaagzijig Law

- 4.14 The Anishinabek Nation has the power to enact laws with respect to the rights, privileges and responsibilities associated with being an E'Dbendaagzijig in the Anishinabek Nation.**
- 4.15 A person who is an E'Dbendaagzijig of a First Nation is deemed to also be an E'Dbendaagzijig of the Anishinabek Nation.**
- 4.16 The Anishinabek Nation will establish and maintain a list of all of its E'Dbendaagzijig.**
- 4.17 Nothing in this Agreement confers or denies, or is intended to confer or deny, rights of entry into Canada or grant Canadian citizenship.**
- 4.18 In the event of a Conflict between an Anishinabek Nation law enacted pursuant to section 4.14 and a First Nation law enacted pursuant to section 5.12, the First Nation law will prevail to the extent of the Conflict.**
- 4.19 Except as set out in this Agreement, in the event of a Conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.14, the Anishinabek Nation law will prevail to the extent of the Conflict.**

Culture and Language

- 4.20 The Anishinabek Nation has the power to enact laws with respect to the preservation, promotion and development of Anishinabek culture and languages.**
- 4.21 In the event of a Conflict between an Anishinabek Nation law enacted pursuant to section 4.20 and a First Nation law enacted pursuant to section 5.21, the First Nation law will prevail to the extent of the Conflict.**
- 4.22 Except as set out in this Agreement, in the event of a Conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.20, the Anishinabek Nation law will prevail to the extent of the Conflict.**

Management and Operation

4.23 The Anishinabek Nation has the power to enact laws with respect to the management and operation of the Anishinabek Nation Government, including laws for:

- (a) the financial administration of the Anishinabek Nation Government;**
- (b) the powers, duties and responsibilities of officers, elected officials and appointees of the Anishinabek Nation Government;**
- (c) the establishment and management and operation of Anishinaabe Institutions;**
- (d) access to information and the protection of privacy; and**
- (e) the examination, publication and scrutiny of regulations and other statutory instruments enacted by the First Nations or the Anishinabek Nation under this Agreement.**

4.24 The Anishinabek Nation may, in the exercise of law-making power under this Agreement, make laws with respect to the personal immunity from civil liability of employees, officers, elected officials or appointees of the Anishinabek Nation Government or Anishinaabe Institutions, provided that the Anishinabek Nation Government, as employer, retains vicarious liability for acts or omissions of employees, officers, elected officials or appointees of the Anishinabek Nation Government and Anishinaabe Institutions covered by the immunity.

4.25 Except as set out in this Agreement, in the event of a Conflict between a federal law and an Anishinabek Nation law enacted pursuant to sections 4.23 or 4.24, the Anishinabek Nation law will prevail to the extent of the Conflict.

4.26 An Anishinabek Nation law passed pursuant to sub-section 4.23 (d) will not provide access to personal information of a kind that is generally unavailable under federal or provincial law.

Effective Date of Anishinabek Nation Law

4.27 Except as set out in this Agreement, an Anishinabek Nation law will come into force at the beginning of the day following its enactment or such later date as may be set out in that law.

Delegation of Authority by the Anishinabek Nation

4.28 The Anishinabek Nation may delegate any of its authorities, except its law-making powers, under this Agreement to:

- (a) a department or office of the Anishinabek Nation Government;
 - (b) an official identified in an Anishinabek Nation law;
 - (c) an Anishinaabe Institution; or
 - (d) any legal entity authorized by the Anishinabek Nation Government.
- 4.29 The terms and conditions associated with a delegation of authority by the Anishinabek Nation under section 4.28 will be set out in writing.
- 4.30 The Anishinabek Nation will remain accountable to the First Nations and the E'Dbendaagzijig for the exercise of any authority it delegates.
- 4.31 The recipient of an authority delegated under section 4.28 will be accountable to the Anishinabek Nation for the exercise of that authority and may not further delegate that authority.
- 4.32 The Anishinabek Nation may enter into an agreement to receive a delegation of law-making power or other authority.

Proposed Law or Decision

- 4.33 The Anishinabek Nation will provide an opportunity to the E'Dbendaagzijig, and to any person who resides on a Reserve of a First Nation and who may be directly and significantly affected by any proposed law or Decision of the Anishinabek Nation under this Agreement, to make representations about that law or Decision in accordance with the principles of procedural fairness.
- 4.34 An Anishinaabe Institution established by the Anishinabek Nation will provide an opportunity to the E'Dbendaagzijig, and to any person who resides on a Reserve of a First Nation and who may be directly and significantly affected by a proposed Decision of the Anishinaabe Institution, to make representations about that Decision in accordance with the principles of procedural fairness.

Participation in Anishinaabe Institutions

- 4.35 Where it establishes an Anishinaabe Institution, the Anishinabek Nation will provide an opportunity for the E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.

Appeal or Review of an Anishinabek Nation Decision

- 4.36 Where the Anishinabek Nation makes a Decision it will provide for the appeal or review of that Decision by any person who is directly and significantly affected.

- 4.37 Where an Anishinaabe Institution is established, the Anishinabek Nation law or other authority will also provide for the appeal or review of a Decision of that Anishinaabe Institution by any person who is directly and significantly affected.**

Anishinaabe Institution for the Appeal or Review of a Decision

- 4.38 The Anishinabek Nation may establish an Anishinaabe Institution to hear the appeal or review of a Decision.**

CHAPTER 5***FIRST NATION GOVERNMENTS*****Legal Status and Capacity**

5.1 Each First Nation that ratifies this Agreement shall be a distinct legal entity with the rights, powers and privileges of a natural person, including the legal capacity to:

- (a) enter into agreements or contracts;**
- (b) acquire, hold, lease or manage property or any interests therein;**
- (c) acquire, hold or dispose of bequests and gifts which are given to that First Nation;**
- (d) sue or be sued and to act on its own behalf in legal proceedings;**
- (e) hold, spend, invest, raise or borrow money, and secure or guarantee the repayment of money borrowed;**
- (f) apply to form corporations or other legal entities in accordance with federal or provincial laws;**
- (g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and**
- (h) do such other things as are ancillary to the exercise of its rights, powers and privileges under this Agreement.**

Constitutions of the First Nations

5.2 Each First Nation that ratifies this Agreement will maintain a written constitution.

5.3 Each First Nation will ratify its constitution prior to the date it ratifies this Agreement.

5.4 The constitution of each First Nation will address, among other things:

- (a) the establishment of the First Nation Government including institutions and structures to support the exercise of law-making powers and other authorities under this Agreement;**
- (b) the political and financial accountability of the First Nation Government to its E'Dbendaagzijig;**

- (c) procedures for making, amending, publishing and providing access to First Nation laws;
- (d) delegation of law-making powers and other authorities;
- (e) procedures for appealing or challenging the validity or application of the laws of that First Nation;
- (f) appeal and redress mechanisms;
- (g) mechanisms to enact conflict of interest rules; and
- (h) amendment procedures.

Exercise of Law-Making Powers and Other Authorities

- 5.5 Each First Nation that ratifies this Agreement will exercise its law-making powers and other authorities under this Agreement through its First Nation Government in a manner consistent with this Agreement.**
- 5.6 The exercise of law-making powers and other authorities by a First Nation under this Agreement will evolve over time.**
- 5.7 A First Nation law enacted under this Agreement must be in writing and available to the public.**
- 5.8 Each First Nation that ratifies this Agreement will:**
- (a) establish and maintain an official registry of its laws in English and, at the discretion of the First Nation, in Anishinaabemowin; and
 - (b) provide a copy of each law to the Anishinabek Nation, as soon as practicable after its enactment, for inclusion in the Anishinabek Nation repository of laws.
- 5.9 A First Nation law enacted under this Agreement will not be considered void, invalid or unenforceable, nor will any person's liability under a First Nation law be affected by reason only of a defect in form or failure of a First Nation to comply with sub-section 5.8 (b).**

Leadership Selection

- 5.10 Each First Nation has the power to enact laws with respect to the selection of its First Nation Government representatives.**

- 5.11 Except as set out in this Agreement, in the event of a Conflict between a federal law and a First Nation law enacted pursuant to section 5.10, the First Nation law will prevail to the extent of the Conflict.

E'Dbendaagzijig Law

- 5.12 Each First Nation has the power to enact laws with respect to the determination of its E'Dbendaagzijig and the rights, privileges and responsibilities associated with being an E'Dbendaagzijig in the First Nation.
- 5.13 Each First Nation will establish and maintain a list of its E'Dbendaagzijig.
- 5.14 A person who is a member of a First Nation immediately prior to the coming into force of an E'Dbendaagzijig law of a First Nation enacted under this Agreement will become an E'Dbendaagzijig of that First Nation after the E'Dbendaagzijig law comes into force.
- 5.15 A person who was eligible to become a member of the First Nation according to the membership provisions of the *Indian Act* or according to the membership code of that First Nation, immediately prior to the enactment of an E'Dbendaagzijig law, will be deemed eligible for E'Dbendaagzijig in the First Nation, after an E'Dbendaagzijig law comes into force.
- 5.16 A First Nation E'Dbendaagzijig law enacted under this Agreement may not remove a person whose name is entered on a band list, as defined in the *Indian Act*, for that band, by reason only of a situation that existed or action taken before a First Nation E'Dbendaagzijig law comes into force.
- 5.17 A person entitled to be registered as an Indian under the *Indian Act* will continue to be entitled to be registered as an Indian under the *Indian Act* after an E'Dbendaagzijig law of a First Nation comes into force.
- 5.18 Nothing in this Agreement confers or denies, or is intended to confer or deny, rights of entry into Canada or grant Canadian citizenship.
- 5.19 In the event of a Conflict between a First Nation law enacted pursuant to section 5.12 and an Anishinabek Nation law enacted pursuant to section 4.14, the First Nation law will prevail to the extent of the Conflict.
- 5.20 Except as set out in this Agreement, in the event of a Conflict between a federal law and a First Nation law enacted pursuant to section 5.12, the First Nation law will prevail to the extent of the Conflict.

Culture and Language

- 5.21** Each First Nation has the power to enact laws with respect to the preservation, promotion and development of its culture and language.
- 5.22** In the event of a Conflict between a First Nation law enacted pursuant to section 5.21 and an Anishinabek Nation law enacted pursuant to section 4.20, the First Nation law will prevail to the extent of the Conflict.
- 5.23** Except as set out in this Agreement, in the event of a Conflict between a federal law and a First Nation law enacted pursuant to section 5.21, the First Nation law will prevail to the extent of the Conflict.

Management and Operation

- 5.24** Each First Nation has the power to enact laws with respect to the management and operation of the First Nation Government, including:
- (a) the financial administration of the First Nation Government, including its financial accountability to its E'Dbendaagzijig;
 - (b) the powers, duties and responsibilities of officers, elected officials and appointees of the First Nation Government;
 - (c) the conduct of meetings, including First Nation community meetings and First Nation council meetings;
 - (d) the establishment and management and operation of Anishinaabe Institutions; and
 - (e) access to information and the protection of privacy.
- 5.25** A First Nation may, in the exercise of law-making power under this Agreement, make laws with respect to the personal immunity from civil liability of employees, officers, elected officials or appointees of the First Nation Government or Anishinaabe Institutions, provided that the First Nation Government, as employer, retains vicarious liability for acts or omissions of employees, officers, elected officials or appointees of the First Nation Government and Anishinaabe Institutions covered by the immunity.
- 5.26** Except as set out in this Agreement, in the event of a Conflict between a federal law and a First Nation law enacted pursuant to sections 5.24 or 5.25, the First Nation law will prevail to the extent of the Conflict.

- 5.27** A law of a First Nation passed pursuant to sub-section 5.24 (e) will not provide access to personal information of a kind that is generally unavailable under federal or provincial law.

Effective Date of a First Nation Law

- 5.28** Except as set out in this Agreement, a law of a First Nation will come into force at the beginning of the day following its enactment or such later date as may be set out in that law.

Delegation of Law-Making Powers by a First Nation

- 5.29** Each First Nation may delegate, in whole or in part, a law-making power under this Agreement to the Anishinabek Nation.
- 5.30** The terms and conditions associated with a delegation of law-making power by a First Nation under section 5.29 will be set out in writing.
- 5.31** The First Nation will remain accountable to its E'Dbendaagzijig for the exercise of any law-making power it delegates.
- 5.32** The Anishinabek Nation will be accountable to the First Nation for the exercise of a law-making power delegated to it under section 5.29 and may not further delegate that law-making power.

Delegation of Authority by a First Nation

- 5.33** Each First Nation may delegate any of its authorities, under this Agreement to:
- (a) a department or office of the First Nation Government;
 - (b) an official identified in a First Nation law;
 - (c) the Anishinabek Nation;
 - (d) an Anishinaabe Institution; or
 - (e) any legal entity authorized by the First Nation.
- 5.34** The terms and conditions associated with a delegation of authority by the First Nation under section 5.33 will be set out in writing.
- 5.35** The First Nation will remain accountable to its E'Dbendaagzijig for the exercise of any authority it delegates.

- 5.36** The recipient of an authority delegated under section 5.33 will be accountable to the First Nation for the exercise of that authority and may not further delegate that authority.
- 5.37** A First Nation may enter into an agreement to receive a delegation of authority.

Proposed Law or Decision

- 5.38** Each First Nation will provide an opportunity to its E'Dbendaagzijig, and to any person who resides on the Reserve of that First Nation and who may be directly and significantly affected by any proposed law or Decision of that First Nation under this Agreement, to make representations about that law or Decision in accordance with the principles of procedural fairness.
- 5.39** An Anishinaabe Institution will provide an opportunity to E'Dbendaagzijig, and to any person who resides on the Reserve of that First Nation and who may be directly and significantly affected by a proposed Decision of the Anishinaabe Institution, to make representations about that Decision in accordance with the principles of procedural fairness.

Participation in Anishinaabe Institutions

- 5.40** Where it establishes an Anishinaabe Institution, a First Nation will provide an opportunity for its E'Dbendaagzijig, and for persons who reside on the Reserve of that First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.

Appeal or Review of a First Nation Decision

- 5.41** Where a First Nation makes a Decision it will provide for the appeal or review of that Decision by any person who is directly and significantly affected.
- 5.42** Where an Anishinaabe Institution is established, a First Nation law or other authority will also provide for the appeal or review of a Decision of that Anishinaabe Institution by any person who is directly and significantly affected.

Anishinaabe Institution for the Appeal or Review of a First Nation Decision

- 5.43** A First Nation may establish an Anishinaabe Institution to hear the appeal or review of a Decision made by that First Nation or by any of its Anishinaabe Institutions.

CHAPTER 6

ENFORCEMENT AND ADJUDICATION OF LAWS

Voluntary Settlement of Disputes

- 6.1** Each First Nation and the Anishinabek Nation may provide services, including restorative justice or mediation services, for the voluntary settlement of disputes arising from the exercise of its law-making powers and other authorities under this Agreement.

Traditional Anishinaabe Processes

- 6.2** Each First Nation and the Anishinabek Nation may establish traditional Anishinaabe processes, and impose Anishinaabe sanctions as set out in section 6.4, to deal with alleged offences under First Nation or Anishinabek Nation laws under this Agreement.

Offences and Sanctions

- 6.3** Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.
- 6.4** As an alternative to fines, penalties or imprisonment described in section 6.3, the laws of each First Nation and the Anishinabek Nation under this Agreement may provide for Anishinaabe sanctions that are consistent with Anishinaabe customs, culture, traditions and values, provided that such sanctions are proportionate to the seriousness of the offence and are not imposed on an offender without his or her consent.
- 6.5** Where the law of a First Nation or the Anishinabek Nation provides for the imposition of a fine or a term of imprisonment for the violation of that law, the sanction will not be greater than those imposed under the general penalty provisions of the *Criminal Code* that apply to offences punishable on summary convictions or \$10,000, whichever is greater.

Enforcement

- 6.6** Each First Nation and the Anishinabek Nation may provide for the enforcement of its laws under this Agreement and may appoint enforcement officers with powers of enforcement comparable to those provided by the laws of Ontario or Canada for officers enforcing similar laws.

Prosecution

- 6.7 Each First Nation and the Anishinabek Nation is responsible for the prosecution of violations of its laws and may appoint individuals to conduct such prosecutions in a manner consistent with the principles of prosecutorial independence.**

Procedures

- 6.8 Each First Nation and the Anishinabek Nation may adopt procedures for the enforcement of their laws and prosecution of offences.**
- 6.9 The procedures adopted pursuant to section 6.8 may include, with necessary modifications:**
- (a) the procedures for the prosecution of offences under the Ontario *Provincial Offences Act*; or**
 - (b) the summary conviction procedures of Part XXVII of the *Criminal Code*.**

Disposition of Fines

- 6.10 Every fine or penalty arising out of the adjudication of a law of a First Nation will be remitted to and belong to that First Nation.**
- 6.11 Every fine or penalty arising out of the adjudication of an Anishinabek Nation law will be remitted to and belong to the Anishinabek Nation.**

Adjudication

- 6.12 The Federal Court of Canada has jurisdiction with respect to applications for judicial review of a Decision, provided all procedures for appeal or review applicable to that Decision have been exhausted.**
- 6.13 The Ontario Court of Justice has jurisdiction to hear prosecutions of offences under the laws of each First Nation and the Anishinabek Nation under this Agreement.**
- 6.14 The Ontario Court of Justice has jurisdiction with respect to matters arising under the laws of each First Nation and the Anishinabek Nation if those matters are within the jurisdiction of the Ontario Court of Justice under federal or provincial law dealing with the same subject matter.**
- 6.15 The Ontario Superior Court of Justice has jurisdiction to hear and determine:**
- (a) proceedings for civil matters under the laws of each First Nation and the Anishinabek Nation 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 6.13 and 6.14.**

CHAPTER 7***INTERGOVERNMENTAL FORUM***

- 7.1 The Parties affirm that they are committed to a new government-to-government relationship based on openness, cooperation and mutual respect.**
- 7.2 The Parties will establish the Anishinabek Nation - Canada Intergovernmental Forum to maintain their intergovernmental relationship and to enable cooperation on issues of mutual interest or concern.**
- 7.3 The initial terms of reference for the operation of the Intergovernmental Forum are set out in Schedule B.**

CHAPTER 8

FINANCIAL RELATIONSHIP AND FISCAL ARRANGEMENTS

Financial Relationship Between the Parties

- 8.1 On the Effective Date, the Parties will enter into a new government to government financial relationship and fiscal arrangements consistent with this Agreement.**
- 8.2 The Parties acknowledge that the financing of the new government to government financial relationship is a shared responsibility of the Anishinabek Nation Government and Canada.**
- 8.3 Canada's recognition of the law-making powers and other authorities under this Agreement does not create or imply any financial obligations for any of the Parties.**
- 8.4 The Parties acknowledge that the Anishinabek Nation Fiscal Agreement is a part of the new government to government financial relationship and sets out financial obligations applicable to both Parties.**

The Anishinabek Nation Fiscal Agreement

- 8.5 The Parties will enter into and maintain an Anishinabek Nation Fiscal Agreement that sets out the financial arrangements in support of the exercise of law-making powers and other authorities under this Agreement.**
- 8.6 The Anishinabek Nation Fiscal Agreement is a contract between Canada and the Anishinabek Nation on its own behalf and on behalf of the First Nations.**
- 8.7 The Anishinabek Nation Fiscal Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982* and does not abrogate or derogate from the aboriginal or treaty rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the *Constitution Act, 1982*.**
- 8.8 The Anishinabek Nation Fiscal Agreement:**
 - (a) does not form part of this Agreement;**
 - (b) does not alter any rights or obligations under this Agreement;**
 - (c) will not be used to interpret this Agreement; and**
 - (d) will be interpreted in a manner that is consistent with this Agreement.**
- 8.9 The Anishinabek Nation Fiscal Agreement will:**

- (a) set out Federally Supported Programs and Services and one-time implementation activities;
- (b) set out the term of the Anishinabek Nation Fiscal Agreement and the process for concluding subsequent fiscal agreements;
- (c) set out procedures for calculating Transfer Payments;
- (d) set out the timing of Transfer Payments;
- (e) set out a methodology for adjusting the Transfer Payment, including changes in price and volume;
- (f) set out procedures for addressing general funding increases;
- (g) set out the process for addressing any extraordinary circumstance;
- (h) set out accountability requirements;
- (i) set out administrative procedures;
- (j) set out procedures for the collection, exchange and verification of information, including statistical and financial information, required for the administration of the Anishinabek Nation Fiscal Agreement;
- (k) identify the dispute resolution mechanism;
- (l) set out amendment procedures;
- (m) set out an approach for amalgamating the fiscal agreements for the Anishinabek Nation Education Agreement and this Anishinabek Nation Governance Agreement; and
- (n) set out other matters agreed to by the Parties.

First Nations' Fiscal Contribution

8.10 The formula for calculating the First Nations' Fiscal Contribution will be set out in the Anishinabek Nation Fiscal Agreement.

8.11 The following types of revenues will be excluded from the First Nations' Fiscal Contribution formula:

- (a) amounts received by a First Nation or the Anishinabek Nation as a gift or donation;

- (b) amounts received by a First Nation or the Anishinabek Nation from the Crown concerning a settlement, court order or a decision of an adjudicative body, as compensation for past, ongoing or potential infringements of any rights under section 35 of the *Constitution Act, 1982*;
- (c) proceeds to any First Nation or the Anishinabek Nation from the sale or expropriation of First Nation or Anishinabek Nation lands; and
- (d) any other revenue sources agreed to in writing.

8.12 For greater certainty, funding received by a First Nation or the Anishinabek Nation for expenditure on programs and services from a federal or provincial source will be excluded from the First Nations' Fiscal Contribution formula.

Transition from Existing Funding Arrangements to the Anishinabek Nation Fiscal Agreement

8.13 On the Effective Date, any funding provided by Canada to each First Nation in relevant funding agreements that precede the Anishinabek Nation Fiscal Agreement for programs and services which are similar to the Federally Supported Programs and Services will be replaced by the Transfer Payment.

Transfer Payment

8.14 The Transfer Payment is subject to the appropriation of funds by the Parliament of Canada.

8.15 For greater certainty, any unexpended Transfer Payment will not be returned to Canada.

Accountability

8.16 Each First Nation and the Anishinabek Nation will prepare financial statements and reports in accordance with the Anishinabek Nation Fiscal Agreement and Generally Accepted Accounting Principles.

Third Party Management

8.17 The Transfer Payment will not be subject to the Default Prevention Management Policy or any successor policy of the Department of Indian Affairs and Northern Development or any successor department.

Future Treatment of a Model Fiscal Chapter

8.18 Canada will give notice to the Anishinabek Nation if, prior to the fifth anniversary of the Effective Date, Canada approves a revised model fiscal chapter for general use in modern treaty and self-government negotiations.

- 8.19** Within two years after the receipt of a notice from Canada, the Anishinabek Nation may propose amendments to this Chapter based on the revised model fiscal chapter referred to in section 8.18.
- 8.20** Within six months after the date the Anishinabek Nation proposes amendments, the Parties will commence negotiations with a view to reaching agreement on amendments to this Agreement that replace this Chapter with a revised chapter that is based upon the revised model fiscal chapter.
- 8.21** Should the Parties agree on amendments to this Chapter further to the negotiations referred to in section 8.20, the Parties will give effect to those amendments in accordance with Chapter 14.

CHAPTER 9

ACCESS TO INFORMATION AND PRIVACY

- 9.1** 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 First Nation or the Anishinabek Nation as if it were information provided to Canada by another government in Canada.
- 9.2** Canada will recommend to Parliament amendments to the *Privacy Act* to allow a First Nation or the Anishinabek Nation access to information necessary for a First Nation or the Anishinabek Nation to exercise its law-making powers and other authorities under this Agreement.
- 9.3** A First Nation or the Anishinabek Nation may enter into agreements with Canada or one another in respect of the collection, protection, retention, use, disclosure, or confidentiality of data and information.
- 9.4** Canada may provide information to a First Nation or the Anishinabek Nation, in confidence, provided the First Nation or the Anishinabek Nation has enacted a law for the protection of confidential information or has entered into an agreement with Canada for the protection of confidential information.
- 9.5** Canada is not required to disclose information that is required to be withheld under a federal law.
- 9.6** The Parties are not required to disclose information that may be withheld under a privilege at law.
- 9.7** Each First Nation and the Anishinabek Nation will develop and maintain a system to provide E'Dbendaagzijig with access to information held by the First Nation Government, the Anishinabek Nation Government and Anishinaabe Institutions.
- 9.8** In developing exemptions to access to information, each First Nation and the Anishinabek Nation will be guided by the exemptions contained in existing access to information and privacy legislation in Canada.

CHAPTER 10

TRANSITIONAL PROVISIONS

Effective Date

- 10.1** The Ogiimah and Councillors of a First Nation who hold office on the Effective Date will be the council of the First Nation Government and will continue to hold office until such time as the First Nation selects its representatives under its leadership selection law.
- 10.2** Until First Nation enacts a leadership selection law under this Agreement, the election procedures that apply on the Effective Date will continue to apply.
- 10.3** Until a First Nation enacts an E'Dbendaagzijig law under this Agreement, the membership provisions of the *Indian Act* or the membership code of the First Nation that applies on the Effective Date, will continue to apply.
- 10.4** The Grand Council Ogiimah, the Deputy Grand Council Ogiimak and the Ogiimak of the First Nations of the Anishinabek Nation will be the Grand Council until the Anishinabek Nation selects its representatives under its leadership selection law.

Indian Act Transition

- 10.5** Except as provided for in sections 10.6, 10.7 and 10.8, on the Effective Date, the *Indian Act* will continue to apply to each First Nation, its E'Dbendaagzijig and its Reserve.
- 10.6** When a First Nation's E'Dbendaagzijig law enacted pursuant to section 5.12 comes into force, sections 8 to 14 of the *Indian Act* will no longer apply.
- 10.7** When a First Nation's leadership selection law enacted pursuant to section 5.10 comes into force, sections 74 to 79 of the *Indian Act* will no longer apply.
- 10.8** On the Effective Date section 80 of the *Indian Act* will no longer apply.
- 10.9** For the purposes of the continuing application of the *Indian Act*, a First Nation will be a "band", the council of a First Nation Government will be the "council of the band", and an E'Dbendaagzijig will be a "member of a band", as those terms are defined in the *Indian Act*.

Initial Laws

10.10 As soon as practicable after the Effective Date, each First Nation will enact:

- (a) a leadership selection law;**
- (b) an E'Dbendaagzijig law; and**
- (c) a financial administration law.**

10.11 As soon as practicable after the Effective Date, the Anishinabek Nation will enact:

- (a) a leadership selection law; and**
- (b) a financial administration law.**

Application of *First Nations Land Management Act*

10.12 The *First Nations Land Management Act* will continue to apply to a First Nation who has a land code in force under the *First Nations Land Management Act*.

10.13 Except as provided for in this Agreement, in the event of a Conflict between the *First Nations Land Management Act* and this Agreement, this Agreement will prevail to the extent of the Conflict.

Application of *First Nations Elections Act*

10.14 When a First Nation's leadership selection law enacted pursuant to section 5.10 comes into force, the *First Nations Elections Act* will no longer apply to that First Nation.

CHAPTER 11

RELATIONSHIP OF LAWS

Relationship of Laws

- 11.1 The laws of each First Nation and the Anishinabek Nation, enacted under this Agreement operate concurrently with federal and provincial laws, unless otherwise provided for in this Agreement.**

Application of Federal Laws

- 11.2 Federal laws apply to each First Nation, its Government, its Anishinaabe Institutions, its Reserve and all persons on its Reserve, unless otherwise provided for in this Agreement.**
- 11.3 Federal laws apply to the Anishinabek Nation, its Government and its Anishinaabe Institutions, unless otherwise provided for in this Agreement.**
- 11.4 For greater certainty, the law-making powers of each First Nation and the Anishinabek Nation under this Agreement do not extend to matters not specifically addressed in this Agreement, including:**
- (a) criminal law or criminal procedure;**
 - (b) labour relations and working conditions;**
 - (c) Intellectual Property;**
 - (d) aeronautics, navigation and shipping; or**
 - (e) the official languages of Canada.**

Application of Provincial Laws

- 11.5 Any applicable provincial laws continue to apply to each First Nation, its Government, its Anishinaabe Institutions, its Reserve and all persons on its Reserve, unless otherwise provided for in this Agreement.**
- 11.6 Any applicable provincial laws apply to the Anishinabek Nation, its Government and its Anishinaabe Institutions, unless otherwise provided for in this Agreement.**

Conflict of Laws

- 11.7 Notwithstanding any other provision in this Agreement, a federal law in relation to peace, order and good government, criminal law, the protection of the health and safety of all Canadians, the protection of human rights or other matters of**

overriding national importance, prevails to the extent of a Conflict with a law of a First Nation or the Anishinabek Nation under this Agreement.

- 11.8 A federal or provincial law prevails to the extent of a Conflict with a provision of a First Nation law or an Anishinabek Nation law under this Agreement that has a double aspect with, or an incidental impact on, a subject matter for which the First Nation or the Anishinabek Nation:
- (a) has no law-making power under this Agreement; or
 - (b) has law-making power under this Agreement but in respect of which this Agreement sets out that a federal or provincial law would prevail in the event of a Conflict.
- 11.9 In the event of a Conflict between the federal legislation giving effect to this Agreement and this Agreement, this Agreement prevails to the extent of the Conflict.
- 11.10 In the event of a Conflict between a federal law and this Agreement, this Agreement prevails to the extent of the Conflict.
- 11.11 In the event of a Conflict between the federal legislation giving effect to this Agreement and any other federal law, the federal legislation giving effect to this Agreement prevails to the extent of the Conflict.

Canada's International Legal Obligations

- 11.12 Prior to expressing consent to be bound by an International Treaty which would give rise to a new International Legal Obligation, compliance with which may adversely affect a right of a First Nation or the Anishinabek Nation under this Agreement, Canada will consult with the First Nation or the Anishinabek Nation with respect to the International Legal Obligation, either separately or through a forum that Canada determines is appropriate.
- 11.13 Where Canada informs a First Nation or the Anishinabek Nation that a law or other exercise of authority of that First Nation or the Anishinabek Nation under this Agreement will adversely affect Canada's ability to comply with an International Legal Obligation, that First Nation or the Anishinabek Nation and Canada will discuss how the law or other exercise of authority could be modified so that Canada is able to comply with the International Legal Obligation.
- 11.14 Where Canada's compliance with an International Legal Obligation is under consideration by an International Tribunal as a result of a law or other exercise of authority of a First Nation or the Anishinabek Nation under this Agreement, Canada will notify the First Nation or the Anishinabek Nation. Further, Canada and that First Nation or the Anishinabek Nation will discuss the development of the position to be taken by Canada before the International Tribunal regarding the law

or other exercise of authority of the First Nation or the Anishinabek Nation. If requested by Canada, the First Nation and the Anishinabek Nation will assist Canada in the preparation of Canada's position, including by providing documents and witnesses in relation to the law or other exercise of authority of the First Nation or the Anishinabek Nation. The specific means of participation will be discussed by Canada and the First Nation or the Anishinabek Nation.

- 11.15** If there is a finding by an International Tribunal of non-compliance by Canada with an International Legal Obligation attributable to a law or other exercise of authority of a First Nation or the Anishinabek Nation under this Agreement, the First Nation or the Anishinabek Nation will, at the request of Canada, take such measures as may be necessary to enable Canada to comply with the International Legal Obligation.

CHAPTER 12***RELATIONSHIP BETWEEN THIS GOVERNANCE AGREEMENT AND
THE ANISHINABEK NATION EDUCATION AGREEMENT***

- 12.1** This Agreement and the Anishinabek Nation Education Agreement are intended to operate concurrently.
- 12.2** A First Nation that is a party to this Agreement and to the Anishinabek Nation Education Agreement will exercise its law-making powers and other authorities under the Anishinabek Nation Education Agreement through its First Nation Government.
- 12.3** As soon as practicable after the First Nation ratification of the Anishinabek Nation Governance Agreement, the First Nations that ratified the Anishinabek Nation Education Agreement, the First Nations that ratified the Anishinabek Nation Governance Agreement, and the Anishinabek Nation Government will:
- (a)** address education and operational matters, including representation within the structures of the Anishinabek Nation Government; and
 - (b)** take measures to avoid the duplication of activities, functions and processes relating to the implementation of this Agreement and the Anishinabek Nation Education Agreement.
- 12.4** In the event of a Conflict between this Agreement and the Anishinabek Nation Education Agreement, this Agreement will prevail to the extent of the Conflict.

Fiscal Transfer Agreement

- 12.5** The first subsequent Anishinabek Nation Fiscal Agreement will amalgamate the fiscal transfer agreements for this Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement into a single fiscal transfer agreement.

CHAPTER 13***FUTURE NEGOTIATIONS*****Future Negotiations**

- 13.1 The Parties may agree to negotiate additional self-government agreements to recognize the exercise of law-making powers or other authorities by the First Nations or the Anishinabek Nation in areas not addressed in this Agreement, including:**
- (a) social services;**
 - (b) administration of justice;**
 - (c) health;**
 - (d) lands and natural resource management;**
 - (e) labour and training;**
 - (f) marriage;**
 - (g) divorce;**
 - (h) economic development including, the licensing, regulation and operation of businesses;**
 - (i) public works and infrastructure;**
 - (j) housing;**
 - (k) Indian monies;**
 - (l) wills and estates;**
 - (m) emergency preparedness;**
 - (n) taxation;**
 - (o) local traffic and transportation;**
 - (p) environmental protection, conservation and assessment;**

- (q) policing; and
- (r) any other matters agreed to by the Parties.

13.2 When any Party seeks to negotiate a self-government agreement contemplated by section 13.1, that Party will notify the other Parties, and, where there is an agreement to negotiate, the Parties will meet as soon as is practicable to commence the negotiations.

Negotiation Principles

13.3 In the negotiation of a self-government agreement pursuant to section 13.1, the Parties will:

- (a) negotiate in good faith;
- (b) provide to one another, in a timely manner, policy, research, program information or documentation that is relevant to the negotiation of the agreement, except that which the Parties are not required to disclose under the exercise of any privilege or any law;
- (c) jointly undertake to seek ways and means to address the resource requirements in order to ensure that each Party effectively participates in the negotiation of the agreement;
- (d) use reasonable efforts to build consensus and to focus the negotiations on common interests;
- (e) participate as full and equal partners;
- (f) take into consideration gender equity and other factors, including race, and ethnicity, religion, age and mental or physical disability; and
- (g) negotiate with one another based on the principle of mutual respect.

13.4 Any agreement concluded pursuant to section 13.1, will include, among other things:

- (a) a description of the law-making powers or other authorities to be exercised by the First Nations or the Anishinabek Nation;
- (b) rules to govern the relationship between laws;
- (c) the identification of any provisions of the *Indian Act* or other legislation that will no longer apply; and

(d) any other matter agreed to by the Parties.

- 13.5** Except as agreed to in writing by the Parties, a self-government agreement negotiated pursuant to section 13.1 will be part of this Agreement and will be added as a Schedule to this Agreement.
- 13.6** Prior to the approval of future self-government agreements negotiated pursuant to section 13.1, the Anishinabek Nation Government and Canada will negotiate such amendments as may be required to this Agreement and the Anishinabek Nation Fiscal Agreement.
- 13.7** The Parties agree that subject matters for future negotiations that may affect areas of provincial jurisdiction may require the participation of Ontario.

CHAPTER 14

AMENDMENTS

Non-Substantive Amendments Prior to Effective Date

- 14.1** Following the ratification of this Agreement by the First Nations, but prior to the Effective Date, the Parties may agree in writing to non-substantive amendments to this Agreement, without a requirement for ratification of these amendments by the First Nations.

Amendment of this Agreement

- 14.2** This Agreement may only be amended in writing by the Parties.
- 14.3** The consent to any amendment will be effected in the following order:
- (a)** in the case of the First Nations and the Anishinabek Nation, by a Grand Council Resolution passed by a majority of the First Nations; and
 - (b)** in the case of Canada, by order of the Governor-in-Council and, if required, the enactment of federal legislation giving effect to the amendment.
- 14.4** An amendment to this Agreement takes effect on a date agreed to in writing by the Parties.

Addition of a First Nation as a Party after the Effective Date

- 14.5** Subject to section 14.6, this Agreement may be amended to include a First Nation who is not a Party to this Agreement as of the Effective Date.
- 14.6** A First Nation seeking to be a Party to this Agreement will be required to follow the ratification process set out in sections 15.2 to 15.7.
- 14.7** Prior to the ratification of this Agreement by a First Nation referred to in section 14.5, the Parties will negotiate such amendments as may be required to the Anishinabek Nation Fiscal Agreement or take any necessary steps to add a First Nation as a Party to this Agreement.

CHAPTER 15

RATIFICATION

Eligible Voter

- 15.1** In this Chapter and in the ratification protocol and any voting guidelines, “Eligible Voter” mean a person:
- (a) who is at least 18 years of age by the last day of voting period; and
 - (b) whose name appears on the “band list” as defined in the *Indian Act* of a First Nation that is participating in a ratification vote or who is entitled to have his name appear on the “band list” of that First Nation.

General Principles

- 15.2** The process to be used by each First Nation to ratify this Agreement is set out in the ratification protocol and will be guided by, among other things, the following principles:
- (a) openness and transparency;
 - (b) opportunities for Eligible Voters of a First Nation to participate in the ratification of the Agreement; and
 - (c) access to information.
- 15.3** Prior to the ratification vote being conducted, each First Nation will take reasonable steps to inform its Eligible Voters of:
- (a) their right to vote and how that right can be exercised; and
 - (b) this Agreement, the Anishinabek Nation Fiscal Agreement and the Implementation Plan.

Ballot Question

- 15.4** A vote by secret ballot shall be held among all Eligible Voters on the Ballot question defined as follows:

As a Voter of the (First Nation Name), do you:

approve the proposed Anishinabek Nation Governance Agreement and authorize the Ogiimah and council to execute the Agreement?

Yes ()

No ()

Ratification Threshold

- 15.5** Ratification of this Agreement requires a minimum of 25% plus 1 of a First Nation's Eligible Voters vote "YES" and those who vote "YES" represent a majority of those who voted.
- 15.6** Notwithstanding section 15.5, where the minimum of 25% plus 1 is not achieved but a majority of those who voted, voted "YES", the First Nation may call a second vote within a timeframe agreed to by the Parties:
- (a) where there are more "YES" votes than "NO" votes in the second vote, the First Nation is deemed to have ratified this Agreement pursuant to this Chapter; and
 - (b) the ratification protocol will apply to the second vote with necessary modifications as agreed to by the Parties.

Ratification Committee

- 15.7** The Parties will establish a Ratification Committee consisting of one (1) individual appointed by the First Nations and one (1) individual appointed by Canada unless otherwise agreed to in writing by the Parties.
- 15.8** The Ratification Committee will oversee the conduct of the ratification process set out in the protocol.
- 15.9** The Parties will determine the procedures and rules for the Ratification Committee to implement the ratification vote, which shall be in accordance with the principles of natural justice.

Communicating Results of the First Nations' Votes

- 15.10** Prior to the ratification vote, the Parties will prepare a joint communications strategy for how the results of the ratification votes will be shared.
- 15.11** As soon as practicable after the last day of the ratification vote, the Ratification Committee will provide a written report to the Parties setting out the official results of each First Nation's ratification vote.
- 15.12** The authorized representatives of the Anishinabek Nation and Canada will meet within twenty-one (21) days after the ratification vote to discuss any implications and any further course of action.

Ratification by Canada

15.14 Following ratification by the First Nations, a Minister authorised to do so will seek the approval to:

- (a) sign this Agreement and the Anishinabek Nation Fiscal Agreement; and,
- (b) introduce legislation in Parliament to give effect to this Agreement.

15.15 Canada will have ratified this Agreement when the federal legislation giving legal effect to this Agreement comes into force.

Cost of Ratification

15.16 Canada will pay the costs associated with the ratification of this Agreement in an amount agreed upon by the Anishinabek Nation and Canada prior to the commencement of the ratification process.

Consultation on Federal Legislation

15.17 Canada will consult with the First Nations in the preparation of the federal legislation by providing:

- (a) drafts of the legislation;
- (b) a reasonable opportunity for the First Nations to present their comments on the draft legislation; and
- (c) a timely written response to any comments received from the First Nations.

15.18 Canada will consult with the Anishinabek Nation on any future amendments that may be required to the federal legislation that gives effect to this Agreement.

Approval of Future Self-Government Agreements

15.19 Except as agreed to in writing by the Parties, future self-government agreements will be approved in accordance with this Agreement.

CHAPTER 16

IMPLEMENTATION

Shared Commitment of the Parties

- 16.1 The Parties are committed to implementing this Agreement by carrying out their respective obligations under this Agreement.
- 16.2 The Parties will share, in a timely manner, data and information reasonably required for purposes of implementing and monitoring this Agreement.
- 16.3 To guide the implementation of this Agreement the Parties have developed an Implementation Plan.

Term of the Implementation Plan

- 16.4 The term of the Implementation Plan is (10) ten years from the Effective Date and may be extended for an additional period as agreed to in writing by the Anishinabek Nation and Canada.

The Implementation Plan

- 16.5 The Implementation Plan:
- (a) identifies the obligations of the Parties in this Agreement;
 - (b) identifies the activities to be undertaken to fulfill those obligations and the responsible Party;
 - (c) identifies the time frame for the completion of implementation activities; and
 - (d) addresses other matters agreed to by the Parties.

Status of the Implementation Plan

- 16.6 The Implementation Plan:
- (a) does not form part of this Agreement;
 - (b) is not a contract between the Parties;
 - (c) is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*;
 - (d) does not alter any rights or obligations under this Agreement;
 - (e) will not create legal obligations that are binding on the Parties;

- (f) will not be used to limit or interpret this Agreement; and
- (g) will not preclude any Party from asserting that other obligations exist under this Agreement even though they are not set out in the Implementation Plan.

Establishment and Role of the Implementation and Operations Committee

16.7 On the Effective Date, the Implementation and Operations Committee will be established comprised of three (3) representatives: one (1) for Canada, one (1) for the First Nations and one (1) for the Anishinabek Nation.

16.8 The Implementation and Operations Committee will:

- (a) monitor and assess the implementation of this Agreement and the Anishinabek Nation Fiscal Agreement;
- (b) identify any implementation issues and provide advice and recommendations to the Parties on ways implementation can be strengthened including whether any amendments to this Agreement or the Anishinabek Nation Fiscal Agreement should be considered;
- (c) attempt to resolve implementation issues informally, to prevent or minimize disputes;
- (d) meet at the request of a Party to assess impacts and recommend steps that may be taken to address a situation where a Party may be unable to meet an obligation under this Agreement;
- (e) develop and maintain a roster of qualified mediators and arbitrators;
- (f) amend the Implementation Plan by agreement in writing;
- (g) ensure that an annual update on the implementation of this Agreement is prepared;
- (h) establish the procedures and rules to govern its operation;
- (i) establish working groups as required;
- (j) make decisions by unanimous agreement;
- (k) meet annually or more often as required;
- (l) seek advice or support as required;

- (m) operate for the term of the Implementation Plan or any other period agreed to in writing by the Anishinabek Nation and Canada; and
 - (n) address any other matters as agreed to by the Parties.
- 16.9 Each Party is responsible for its own costs of participation in the Implementation and Operations Committee.
- 16.10 Canada will make the annual update provided for in sub-section 16.8(g) publicly available.
- 16.11 In the year prior to the expiry of the first Implementation Plan, the Implementation and Operations Committee will make recommendations to the Parties on:
- (a) whether the activities set out in the Implementation Plan have been completed;
 - (b) whether the Implementation Plan should be extended; and
 - (c) any on-going role for the Implementation and Operations Committee.

CHAPTER 17
DISPUTE RESOLUTION

General

17.1 In this Chapter, “parties to the dispute” means:

- (a) one or more First Nations and Canada; or**
- (b) the Anishinabek Nation and Canada; or**
- (c) one or more First Nations and the Anishinabek Nation and Canada.**

17.2 The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application or implementation of this Agreement, including disputes, which may affect the delivery of Federally Supported Programs and Services.

17.3 Where the best efforts to prevent a dispute are not successful, the parties to the dispute agree to:

- (a) identify and resolve the dispute as quickly and as cost-effectively as practicable; and**
- (b) participate in good faith in the dispute resolution processes set out in this Chapter.**

17.4 Except as provided for in this Agreement and prior to referring a dispute to a court, a dispute will progress through the following stages until resolved:

- (a) initial written notice of the matter in dispute pursuant to section 17.9;**
- (b) collaborative negotiations pursuant to section 17.10;**
- (c) mediation pursuant to sections 17.11 to 17.14; and**
- (d) arbitration pursuant to sections 17.16 to 17.19.**

17.5 Where a dispute is resolved pursuant to this Chapter, the resolution will be:

- (a) in writing;**
- (b) signed by authorized representatives of the parties to the dispute;**
- (c) delivered to the parties to the dispute; and**

(d) binding on the parties to the dispute.

- 17.6 All communications or documents concerning a dispute will be “without prejudice” and the parties to the dispute will treat all communications or documents related to the dispute as confidential, unless otherwise agreed to in writing.
- 17.7 Where the parties to the dispute agree, a time frame set out in this Chapter may be amended.

Roster of Mediators and Arbitrators

- 17.8 The Implementation and Operations Committee will develop and maintain a roster of qualified mediators and arbitrators.

Notice

- 17.9 Where a dispute has not been resolved informally, a party to the dispute may initiate dispute resolution by delivering a written notice of the dispute to other parties to the dispute. Such notice will identify: the nature of the dispute; the alleged parties to the dispute; the grounds; and documents relied upon.

Collaborative Negotiations

- 17.10 Upon receipt of a notice delivered pursuant to section 17.9, each party to the dispute agrees to:
- (a) within five (5) days of receipt of the notice, appoint a senior official with the appropriate authority to respond, resolve and sign an agreement in resolution of the dispute;
 - (b) within five (5) days of appointing the senior official, provide a written acknowledgment of the notice of dispute and identify the senior official;
 - (c) within five (5) days of providing the written acknowledgement, provide such information and documents as may be legally disclosed to all parties of the dispute to enable a full examination of the dispute; and
 - (d) direct their senior officials to meet within fifteen (15) days of the written acknowledgement described in sub-section 17.10(b) and attempt to resolve the dispute through collaborative negotiations.

Mediation

- 17.11** If a dispute cannot be resolved by the senior officials through collaborative negotiations within thirty (30) days, the parties to the dispute will jointly select a mediator from the roster provided for in section 17.8.
- 17.12** If the parties to the dispute are unable to agree on a mediator from the roster within ten (10) days after the end of collaborative negotiations, the parties to the dispute will, within an additional fifteen (15) days, choose a person with the skills and abilities to mediate the dispute, with the assistance of a provincially recognised alternative dispute resolution body, if necessary.
- 17.13** Within fifteen (15) days of a mediator being retained, the mediator will consult the parties to the dispute to arrange for the commencement of the mediation.
- 17.14** Within ten (10) days of the conclusion of mediation, whether by way of a resolution of the dispute or otherwise, the mediator will submit a report to the parties to the dispute.
- 17.15** If the parties to the dispute are unable to resolve the dispute within sixty (60) days of the first mediation session, the parties to the dispute may agree to submit the dispute to arbitration.

Arbitration

- 17.16** Where the parties to the dispute agree to submit the dispute to arbitration, the parties to the dispute will jointly select an arbitrator from the roster provided for in section 17.8.
- 17.17** If the parties to the dispute are unable to agree on an arbitrator from the roster within ten (10) days after the end of mediation, the parties to the dispute will, within an additional fifteen (15) days, choose a person with the skills and abilities to arbitrate the dispute, with the assistance of a provincially recognised alternative dispute resolution body, if necessary.
- 17.18** The parties to the dispute may agree on the procedure to be followed in the arbitration. If the parties to the dispute are unable to agree on the procedure within fifteen (15) days of the appointment of the arbitrator, the arbitration will be conducted in accordance with the *Ontario Arbitration Act, 1991*.
- 17.19** Within thirty (30) days of the conclusion of the arbitration hearing, the arbitrator will make a decision and provide a written copy of the decision to each party to the dispute.
- 17.20** A decision by an arbitrator will be binding on the parties to the dispute and will not be appealed in any court, except on a question of jurisdiction, on a question of law, on a question of fact, or on a question of mixed fact and law.

17.21 If the parties to the dispute do not agree to submit the dispute to arbitration, the dispute may be referred to the Federal Court.

17.22 A dispute related to the calculation of the Transfer Payment will not be referred to arbitration.

Costs of Mediation or Arbitration

17.23 A party to a dispute will bear its own costs, and an equal share of the costs of the mediation and arbitration, including the remuneration and expenses of the mediator or arbitrator, unless otherwise agreed to in writing by the parties to the dispute.

17.24 Notwithstanding section 17.23, an arbitrator may award costs in accordance with the *Ontario Arbitration Act, 1991*.

Excluded Disputes

17.25 A dispute regarding Canada's compliance with an International Legal Obligation or a dispute relating to a determination by an International Tribunal concerning Canada's compliance with an International Legal Obligation will not be referred to dispute resolution under this Chapter.

Continuing Obligations

17.26 A dispute does not relieve a party to the dispute of its obligations under this Agreement or the Anishinabek Nation Fiscal Agreement.

CHAPTER 18

PROVINCE OF ONTARIO

- 18.1 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 this Agreement.**

CHAPTER 19**OTHER PROVISIONS****Entire Agreement**

- 19.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no representation, warranty, condition or collateral agreement affecting this Agreement, save for those expressed in this Agreement.

No Implied Waiver

- 19.2** The performance by a Party of an obligation under a provision of this Agreement may not be waived unless the waiver is in writing and signed by the Party giving the waiver.

Service of Notice

- 19.3** Any notice or other communications under or related to this Agreement will be in writing and be:

- (a) delivered personally or by prepaid courier service;
- (b) mailed by registered mail requiring signature on delivery;
- (c) transmitted by facsimile or electronic means; or
- (d) communicated by any other means agreed to by the Parties.

- 19.4** Any notice or other communications will be considered to have been given, made or delivered, and received:

- (a) when 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;
- (b) when mailed by prepaid registered mail in Canada, upon signature;
- (c) when transmitted by facsimile or electronic means 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
- (d) when communicated by any other means, received on a date agreed to by the Parties.

19.5 Any notice or communications will be provided to a Party at the address below:

For Canada:

**Minister of Indian Affairs and Northern Development
10 Wellington Street
Gatineau, Quebec, K1A 0H4
Fax: (819) 953-4941**

For the Anishinabek Nation:

**Office of the Grand Council Ogiimah, Anishinabek Nation
Union of Ontario Indians
Nipissing First Nation
P.O. Box 711
North Bay, Ontario P1B 8J8
Fax: (705) 497-9135**

For the First Nations:

addresses set out in Schedule A.

19.6 Where a Party changes its address or facsimile number, it will give written notice of the change to the other Parties.

No Assignment

19.7 Except as agreed to in writing by the Parties, this Agreement may not be assigned, either in whole or in part.

Enurement

19.8 This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Severability

19.9 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be severed from this Agreement to the extent of the invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable.

19.10 The Parties will make reasonable efforts to agree on an amendment to remedy or replace the invalid or unenforceable provision.

19.11 No Party will have a claim or a cause of action in the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid.

Counterparts

19.12 This Agreement and any amendment may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts are to be construed together and constitute one and the same document.

CHAPTER 20

SCHEDULES

20.1 The following document is attached to and forms part of this Agreement:

(a) Schedule A – First Nations

20.2 The following documents are attached to but do not form part of this Agreement:

**(a) Schedule B – Anishinabek Nation – Canada Intergovernmental Forum:
Terms of Reference.**

SIGNATURES

IN WITNESS WHEREOF this Agreement is hereby executed by the Ogiimah of each First Nation, the Grand Council Ogiimah of the Anishinabek Nation and the Minister of Indian Affairs and Northern Development on behalf of Canada on this _____ day of _____, 201X.

Witness

Ogiimah

Witness

Ogiimah

Witness

Grand Council Ogiimah of the Anishinabek
Nation/President of the Union of Ontario Indians

Witness

Minister of Indian Affairs and Northern
Development

SCHEDULE A

The First Nations are: (list of PFNs and addresses to be confirmed following ratification)

Aamjiwnaang
 Alderville First Nation
 Algonquins of Pikwakanagan (Golden Lake)
 Atikameksheng Anishinawbek (Whitefish Lake)
 Aundeck-Omni-Kaning First Nation (Sucker Creek)
 Beausoleil First Nation
 Biigtigong Nish12
 naabeg (Pic River First Nation)
 Biinjitiwaabik Zaaging Anishinaabek
 Chippewas of Georgina Island
 Chippewas of Kettle & Stony Point First Nation
 Chippewas of Rama First Nation
 Chippewas of the Thames First Nation
 Curve Lake First Nation
 Dokis First Nation
 Fort William First Nation
 Garden River First Nation
 Henvey Inlet First Nation
 Long Lake #58 First Nation
 Magnetawan First Nation
 M'Chigeeng First Nation
 Michipicoten First Nation
 Mississaugas of Scugog Island First Nation
 Mississauga First Nation (Mississauga #8)
 Moose Deer Point First Nation
 Munsee-Delaware Nation
 Nipissing First Nation
 Pays Plat First Nation
 Pic Mobert First Nation
 Red Rock First Nation (Lake Helen)
 Sagamok Anishnawbek
 Sand Point First Nation
 Serpent River First Nation
 Sheguiandah First Nation
 Sheshegwaning First Nation
 Thessalon First Nation
 Wahnapiatae First Nation
 Wasauksing First Nation
 Whitefish River First Nation
 Wiikwemikoong (Wikwemikong Unceded Indian Reserve)
 Zhiibaahaasing First Nation

SCHEDULE B***Anishinabek Nation - Canada Intergovernmental Forum
Terms of Reference***

Whereas the Anishinabek Nation Governance Agreement provides for the establishment of a new government-to-government relationship between the Parties within the framework of the *Constitution Act, 1982*; and

Whereas the Anishinabek Nation Governance Agreement provides for the establishment of the Anishinabek Nation – Canada Intergovernmental Forum to maintain their intergovernmental relationship and to enable cooperation on issues of mutual interest or concern;

Therefore, in the spirit of partnership and cooperation, the Anishinabek Nation and Canada agree to regular leadership meetings to:

- Facilitate inter-governmental cooperation on issues of mutual interest or concern to the Anishinabek Nation, one or more First Nations or Canada;
- Enable effective problem solving on issues of concern;
- Promote a government-to-government relationship based on mutual respect and trust;
- Strengthen communications and information sharing between governments; and
- Any other matters agreed to by the Parties.

The Anishinabek Nation and Canada further agree to:

- Jointly develop meeting agendas in advance;
- Amend these terms of reference as required from time to time in writing;
- Consider other matters as may be required to ensure the proper functioning of the Anishinabek Nation – Canada Intergovernmental Forum; and
- Invite other governments to participate in these meetings where appropriate.

