

**2009 FRAMEWORK FOR NEGOTIATIONS AGREEMENT**

**THIS AGREEMENT** dated for reference the 31 day of July, 2009

**AMONG:**

**THE ALGONQUINS OF ONTARIO** (“Algonquins”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** (“Ontario”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Canada”)

Collectively referred to as “the Parties”

**WHEREAS** the Algonquins assert that they have never been party to, nor beneficiary of, any treaty of cession or surrender of any lands in Ontario;

**WHEREAS** on June 15, 1991, Ontario undertook to negotiate in respect of the land and title issues in the area identified by the Algonquins of Golden Lake;

**WHEREAS** on December 7, 1992, Canada agreed to become a party to the land claim negotiation with the Algonquins of Golden Lake and Ontario;

**WHEREAS** the Parties intend that the Algonquin Treaty resulting from these negotiations will provide certainty concerning the constitutionally protected rights of the Algonquins respecting lands and resources in Ontario;

**WHEREAS** the Parties agreed to broaden the negotiations to include a number of Communities of Algonquins, namely Antoine, Snimikobi, Bancroft, Bonnechere, Greater Golden Lake, Mattawa-North Bay, Ottawa, Shabot Obaadjiwan and Whitney and Area, each of which is represented by an Algonquin Negotiation Representative, and each of which Communities of Algonquins may include Algonquins whether or not they are status Indians within the meaning of the *Indian Act*;

**WHEREAS** the Chief and Council of the Algonquins of Pikwàkanagàn First Nation (formerly the Algonquins of Golden Lake) are also Algonquin Negotiation Representatives;

**WHEREAS** the Parties are committed to conducting these negotiations fairly and expeditiously;

**WHEREAS** the Parties intend this Framework for Negotiations (hereinafter referred to as the "Framework") to amend and replace the Framework for Negotiations entered into on August 25, 1994 and to govern the conduct of their negotiations towards an agreement-in-principle and Algonquin Treaty among the Parties;

**NOW THEREFORE** the Parties agree as follows:

## **1. PURPOSE OF THIS FRAMEWORK**

- 1.1 The purpose of this Framework is to:
- (a) provide a process which will promote efficient and effective negotiations; and
  - (b) identify the matters to be addressed in developing an Algonquin Treaty.

## **2. GENERAL APPROACH TO NEGOTIATION PROCESS**

- 2.1 Consistent with Paragraphs 3.3 and 8.5, it is the shared goal of the Parties that the negotiations towards an agreement-in-principle and Algonquin Treaty will be conducted in a manner which represents the interests of the Algonquin participants in the Algonquin Treaty.
- 2.2 The Parties' negotiations towards an agreement-in-principle and Algonquin Treaty will be conducted in accordance with this Framework. The agreement-in-principle shall describe, in sufficient detail to ensure certainty and understanding, the rights and obligations of the Parties with respect to each element of the settlement, but shall not be legally binding.
- 2.3 Following conclusion of the agreement-in-principle, the Parties will work towards concluding the Algonquin Treaty and implementation agreement. The Algonquin Treaty shall not depart from the principles, intent or spirit of the agreement-in-principle except as agreed by all Parties. It shall, upon ratification in a manner to be set out in the Algonquin Treaty, bind the Parties.
- 2.4 The Parties intend that the Algonquin Treaty, when it comes into effect, shall be a land claim agreement within the meaning of subsection 35 (3) of the *Constitution Act, 1982* as amended.

## **3. SUBJECT MATTERS TO BE CONSIDERED FOR INCLUSION IN AN AGREEMENT-IN-PRINCIPLE**

- 3.1 The following elements may be addressed in negotiations towards an agreement-in-principle:
- 3.1.1 Land, non-renewable and renewable natural resources, including:
- (a) quantum and location

- (b) nature of rights, title and interests
- (c) selection criteria
- (d) planning, management, and administration
- (e) conservation and environment assessment and protection
- (f) public and other interests
- (g) use, access and benefit
- (h) implementation and timing

3.1.2 Other elements of settlement, including:

- (a) financial:
  - nature and quantum
  - administration of assets
  - method and schedule of transfer
  - calculation and payment of negotiation loans, and expenses
  - implementation and timing
  - taxation
- (b) other elements:
  - nature
  - quantum
  - administration
  - implementation and timing

3.1.3 Nature and exercise of authority of the Parties regarding the elements of the Algonquin Treaty

3.1.4 Certainty and finality of rights regarding the elements of the Algonquin Treaty

3.1.5 Mechanisms for approval and ratification of various agreements by the Parties

3.1.6 Mechanisms for the resolution of disputes arising under the Algonquin Treaty

3.1.7 Mechanisms for amending the Algonquin Treaty

3.2 The above list is not intended to be exhaustive, but rather is intended to guide the Parties during negotiations. Each Party may raise a broad range of issues for negotiations.

- 3.3 In addition, issues and criteria respecting representation, eligibility and enrolment shall be resolved in the agreement-in-principle.

4. **PROCEDURES CONCERNING MEETING ARRANGEMENTS AND EXCHANGE OF DOCUMENTS**

- 4.1 Meetings will generally be held on a monthly basis for durations to be determined by the Parties. It will be the responsibility of each Party to host every third meeting, unless otherwise agreed.
- 4.2 At the end of each meeting the Parties will determine the date, location, agenda and tabling of documents for the next meeting. Developments between meetings may require that dates, locations, agendas and the tabling of documents be changed as necessary.
- 4.3 Generally all correspondence and documents will be exchanged through the Negotiators whose addresses are as follows:

Robert J. Potts, Algonquin Principal Negotiator and Senior Legal Counsel  
Blaney McMurtry LLP  
2 Queen Street East, Suite 1500  
Toronto, Ontario M5C 3G5

Brian A. Crane Q.C., Ontario Chief Negotiator  
Gowling Lafleur Henderson LLP  
160 Elgin Street, Suite 2600  
Ottawa, Ontario K1N 8S3

Robin Aitken, Chief Federal Negotiator  
Department of Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, Quebec K1A 0H4

5. **SCHEDULED TARGET DATES**

- 5.1 The Parties will make every reasonable effort to achieve an agreement-in-principle by March 31, 2011.
- 5.2 Once the agreement-in-principle is approved, the Parties will establish a target date for completion of the Algonquin Treaty and its implementation agreement.

## **6. INTERIM ARRANGEMENTS**

- 6.1 Interim arrangements may be negotiated between any or all of the Parties to accommodate their interests.
- 6.2 Negotiations towards interim arrangements, or extensions thereof, will be conducted in such a fashion that will not cause undue delay in the completion of an agreement-in-principle and Algonquin Treaty.

## **7. FUNDING THE NEGOTIATIONS**

- 7.1 Canada and Ontario recognize that it is essential that the Algonquins be able to participate effectively in the negotiations. This will require that the Algonquins have the funds to, among other things, hire staff, obtain independent legal and technical advice, prepare for and attend negotiation sessions, to conduct research, prepare and consider positions, undertake internal discussions and for other related purposes.
- 7.2 The Parties shall determine the level of funding on an annual basis, subject to yearly appropriations by the Parliament of Canada and the Legislature of Ontario and subject to federal and provincial policies as they may exist from time to time.
- 7.3 The funds provided by Canada and Ontario to the Algonquins pursuant to Paragraph 7.2 shall be advanced under separate annual agreements between Canada and the Algonquin Treaty Negotiation Funding Trust and between Ontario and the Algonquin Treaty Negotiation Funding Trust.

## **8. THE NEGOTIATION PROCESS**

- 8.1 It is the intention of the Parties that draft chapters of an agreement-in-principle on a subject or subjects will be concluded within a reasonable period of time.
- 8.2 The negotiating process will begin with the Parties identifying the principles which they hold in respect of each of the subject matters set out in Article 3 in order to assist the Parties in reaching consensus on those principles and in narrowing any differences which they may have.
- 8.3 The Parties will address the subjects identified in Article 3 in such sequence as the Negotiators may from time to time agree, may work on several subjects at once, and may establish working groups for specific tasks.

- 8.4 The Parties may set down their proposals in writing if no useful progress has been made within a reasonable period on a subject under Article 3.
- 8.5 Notwithstanding Paragraphs 8.2, 8.3, 8.4 and 8.6, criteria referred to in Paragraph 3.3 will be developed by the Algonquins and provided to Canada and Ontario for their review.
- 8.6 Notwithstanding Paragraphs 8.2, 8.3 and 8.4, any Party may, in the interest of furthering the negotiations, table its proposals on any subject or subjects set out in Article 3 after giving the other Parties thirty days notice of its intention to do so that, during this period, the other Parties may make representations with regard to the subject prior to the tabling of the proposal.
- 8.7 Any draft chapter of the agreement-in-principle on any subjects concluded among the Parties shall be initialled by the Negotiators. Initialing shall signify that the Negotiators are prepared to begin negotiating another sub-agreement. However the Negotiators may still reconsider any initialed draft chapters until the agreement-in-principle is signed pursuant to Paragraph 8.9.
- 8.8 The agreement-in-principle shall be approved as a basis for the Algonquin Treaty as follows:
- 8.9.1 the Algonquin Principal Negotiator shall be authorized to initial the agreement-in-principle if it is approved by the Algonquin Negotiation Representatives in accordance with a Special Vote as defined in the Terms of Reference for Algonquin Negotiation Representatives dated September 26, 2005, or any amendment thereto;
- 8.9.2 once the agreement-in-principle is initialed by the Negotiators it shall be submitted for approval by a vote of Algonquin eligible voters;
- 8.9.3 if approved pursuant to Subparagraph 8.9.2 the agreement-in-principle shall be submitted by the federal and provincial Negotiators to their respective principals for approval.

## 9. OPENNESS AND PUBLIC AWARENESS

- 9.1 The Parties recognize that communication with the public is essential to the conclusion of an Algonquin Treaty. Therefore, the Parties agree that the public, including individuals, groups or organizations having a particular interest in the outcome of the negotiations, should be knowledgeable and well-

informed regarding the general status, aims, objectives and progress of the negotiations. Therefore, for that purpose:

- 9.1.1 The Parties may engage in a joint process of public information and, to this end, may attend meetings with such selected individuals, organizations or groups as they may agree; and
- 9.1.2 The Parties may, separately, carry out such public consultation and communication initiatives as they see fit, including initiatives to obtain a broad range of input and consensus, and to communicate with the public on the course of negotiations and on matters of interest which arise during the negotiations.

## **10. CONSULTATION AND ACCOMMODATION**

- 10.1 Canada and Ontario confirm that they are committed to meeting any obligations to the Algonquins that may be required by law in relation to consultation and, if appropriate, accommodation.

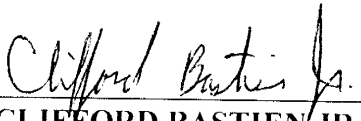
## **11. STATUS AND INTERPRETATION OF THIS AGREEMENT**

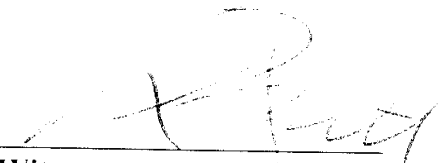
- 11.1 Except for Paragraphs 11.1 to 11.8, this Framework is not legally binding and is intended as an expression of goodwill and as a political commitment to enter into discussions.
- 11.2 The Parties claim settlement privilege with respect to this Framework and the negotiations that are conducted under it and intend that the Framework and negotiations shall be without prejudice to the Parties; more particularly, no Party will attempt to use the Framework Agreement or any aspect of the negotiations including records, information or communications that disclose the content of the negotiations or proposals or positions of the Parties, as evidence in any court of law or in any administrative, adjudicative or regulatory tribunal or board.
- 11.3 Participation in this Framework and the negotiations conducted under it does not constitute an admission by any Party respecting the existence, nature, scope or geographical extent of rights or title of any of the Parties or respecting who may hold such rights or title.
- 11.4 Negotiations conducted under the Framework do not constitute consultation by government respecting aboriginal rights or title.

- 11.5 Notwithstanding Paragraphs 11.1 to 11.4, where the Parties agree in writing that negotiations are being conducted for the purpose of concluding interim arrangements, evidence of such negotiations or of any accommodation resulting from such negotiations may be tendered as evidence of consultation and accommodation in any legal proceedings. This provision is without prejudice to any Parties' position with respect to the sufficiency or legal effect of such consultation or accommodation.
- 11.6 The Parties acknowledge that the public should be well informed regarding the general status, objectives and progress of the negotiations, but that the specific content of meetings and discussions, including Parties' views, positions and proposals shall not be disclosed except as may be required by law, but nothing in this Paragraph shall limit the Parties' ability to conduct internal discussions with their principals and stakeholders that may be required to formulate positions or react to the positions of other Parties.
- 11.7 The disclosure of information, confidential or otherwise, to anyone not a Party to this Framework shall not constitute a waiver of Paragraph 11.2.
- 11.8 In the event that Canada or Ontario receives a request or demand under access to information legislation which is relevant to Paragraphs 11.2 or 11.6, Canada or Ontario, as is appropriate, shall give notice to the other Parties of such request or demand, shall bring Paragraphs 11.2 and 11.6 to the attention of the decision-maker under the access to information legislation and shall advise the decision maker of the rationale for seeking protection of such information.
- 11.9 This Framework shall not be interpreted so as to affect or derogate from the aboriginal, treaty or other rights of the Algonquins or any other aboriginal people nor, for greater certainty, rights in relation to consultation and accommodation.
- 11.10 This Framework Agreement may be amended by the Parties in writing.
- 11.11 This Framework Agreement shall terminate upon the earlier of December 31, 2011 and the date of completion of the Algonquin Treaty and may be terminated by any Party upon 4 weeks written notice.

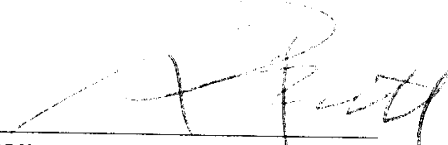
IN WITNESS WHEREOF the Algonquin Negotiation Representatives on behalf of the Algonquins of Ontario have executed this Agreement on the 7<sup>th</sup> day of July, 2009, the Minister of Aboriginal Affairs on behalf of Her Majesty the Queen in right of Ontario has executed this Agreement on the 15<sup>th</sup> day of July, 2009, the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and non-status Indians, on behalf of Her Majesty the Queen in right of Canada has executed this Agreement on the 21 day of July, 2009.

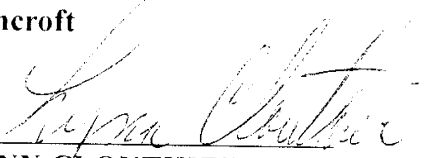
**THE ALGONQUINS OF ONTARIO**


  
**CLIFFORD BASTIEN JR.**  
Mattawa-North Bay

  
Witness

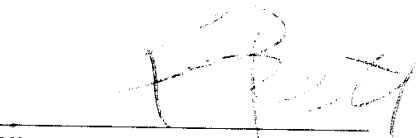
  
**KATHERINE CANNON**  
Bancroft

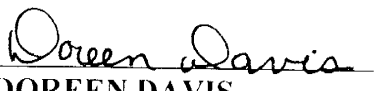
  
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**LYNN CLOUTHIER**  
Ottawa

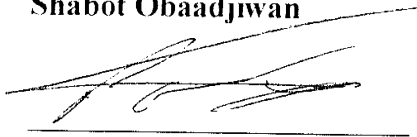
  
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**ROBERT CRAFTCHICK**  
Whitney and Area

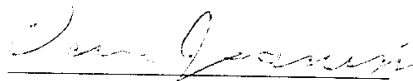
  
Witness

  
**DOREEN DAVIS**  
Shabot Obaadjiwan


  
Witness

  
**PATRICK GLASSFORD**  
Greater Golden Lake

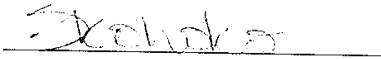
  
Witness



**DAVIE JOANISSE**  
Antoine



Witness




**SHERRY KOHOKO**  
Pikwàkanagàn




Witness



**H. JERROW LAVALLEY**  
Pikwàkanagàn



Witness



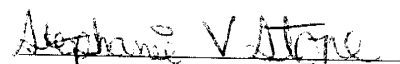
**RANDY MALCOLM**  
Snimikobi



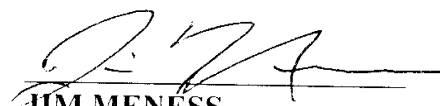
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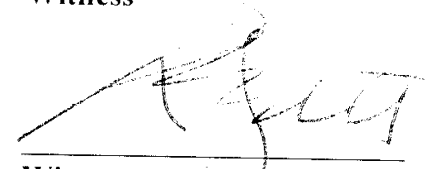
**CLIFF MENESS**  
Pikwàkanagàn



Witness



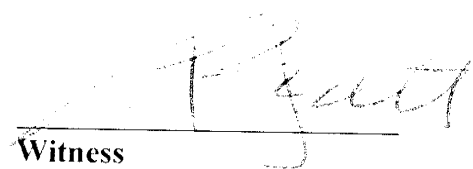
**JIM MENESS**  
Pikwàkanagàn



Witness



**RICHARD SARAZIN**  
Pikwàkanagàn



Witness

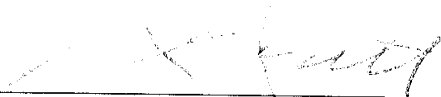


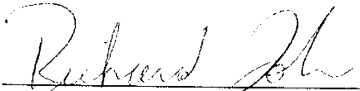
**VICKY TWO-AXE**  
Pikwàkanagàn



Witness


  
KIRBY-WHITEDUCK  
Pikwàkanagàn

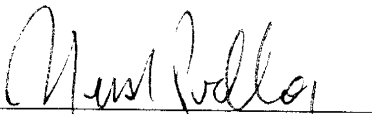
  
Witness

  
RICHARD ZOHR  
Bonnechere

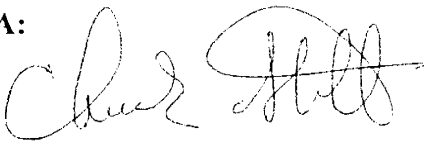
  
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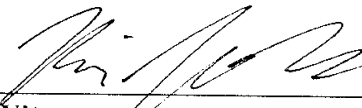
**ONTARIO:**

  
The Honourable Brad Duguid  
Minister of Aboriginal Affairs

  
Witness

**CANADA:**

  
The Honourable Chuck Strahl  
Minister of Indian Affairs and  
Northern Development and Federal  
Interlocutor for Métis and non-status  
Indians

  
Witness