

Framework agreement

between

The Québec government, represented by the Minister  
responsible for Canadian Intergovernmental Affairs,  
Aboriginal Affairs, Francophones within Canada, the Reform  
of Democratic Institutions and Access to Information,  
Benoît Pelletier,  
(hereinafter referred to as "Québec")

and

The Long Point First Nation (hereinafter referred to as  
"Long Point"), represented by the Chief of the Band Council,  
Steeve Mathias, (hereinafter referred to as the "Council")

**WHEREAS** the Algonquins of Long Point are members of the Algonquin nation, which was recognized by the National Assembly of Québec in 1985;

**WHEREAS** the Algonquins of Long Point govern themselves and exercise their rights through the Council;

**WHEREAS** Québec and the Council wish to establish a durable and constructive relationship based on trust and mutual respect;

**WHEREAS** the framework agreement and sectoral agreements in various fields of common interest or of interest for Long Point are means of building this relationship;

**CONSEQUENTLY, THE PARTIES AGREE TO THE FOLLOWING:**

**Purpose of the agreement**

1. The preamble forms an integral part of this agreement.
2. The purpose of this agreement is to establish a general framework conducive to the conclusion of sectoral agreements in various fields of common interest to the parties in order to avoid conflicts and, if need be, resolve any conflicts through negotiation and peaceful means in a spirit of understanding and mutual respect.

**Orientations and principles**

3. The parties accept and recognize their respective specificity, the uniqueness of their culture, language, rules, customs, traditions and identity.
4. The parties agree to conduct all of the activities associated with their relationship, including the implementation of this agreement, in a fair, honest, open, transparent and equitable manner.
5. The parties undertake always to work in a spirit of mutual understanding of each other's needs and interests, and to negotiate fairly and reasonably.
6. The parties recognize the importance of understanding each other and therefore undertake to conduct their exchanges in a clear and simple language.
7. The parties undertake to work with each other in a positive and constructive manner in order to avoid conflicts of interest for each other.

8. The parties recognize the importance of mutual respect and undertake to work diligently in order to maintain each other's trust and respect.
9. The parties mutually undertake to enter sincerely into a relationship with a view to always promoting each other's best interests.
10. The parties agree to develop and quickly implement initiatives associated with this agreement in order to promote and foster a mutually beneficial relationship.
11. The parties agree to promote their mutual relationship and collaborate in the management of the matters related to this agreement in a mutually beneficial manner.

#### **Exercise of powers**

12. The parties recognize the need to reconcile the exercise of their respective powers and for this purpose, they will negotiate sectoral agreements in fields of common interest.

#### **Responsibility for negotiations**

13. This agreement and its ensuing negotiations are the responsibility of the Chief of the Council "duly mandated by the Council" and the Minister responsible for Canadian Intergovernmental Affairs, Aboriginal Affairs, Francophones within Canada, the Reform of Democratic Institutions and Access to Information (hereinafter referred to as "Minister responsible for Aboriginal Affairs").
14. The Minister responsible for Aboriginal Affairs undertakes to coordinate the presence of duly mandated representatives from the various departments at the negotiation tables during the period of negotiating and implementing the sectoral agreements.

#### **Negotiation of sectoral agreements**

15. The subjects that will be discussed and the sectoral agreements that will be negotiated will deal, among other things, with the following fields, without being limited thereto. Certain subjects that concern the territory and the resources will take into account discussions that could be held between Québec and the Assembly of First Nations of Québec and Labrador (AFNQL) within the context of the commitments made following the First Nations' Socioeconomic Forum of October 2006.

#### *Public security*

- Police services supplied to the community and by the community.
- Establishment of an emergency measures plan.

#### *Forestry*

- Implementation of a mechanism seeking to make forestry development activities compatible with hunting, fishing, trapping and harvesting activities conducted for sustenance, ritual or social purposes by Long Point.

#### *Community's territorial base*

- Active participation in a negotiation pertaining to the recognition of the territory of the community, its area and its legal status.

#### *Territory and wildlife*

- Participation of Long Point in the management of natural resources.
- Putting in place of mechanisms promoting the reconciliation of activities in the energy, wildlife, mines and lease issue fields with hunting, fishing, trapping and harvesting activities conducted for sustenance, ritual or social purposes by Long Point.

#### *Economic development*

- Long Point's participation in economic development opportunities related to the use of natural resources (forest, hydroelectricity, mines, etc.) by promoting, among other things, the creation of jobs and Algonquin businesses including manpower training programs.
- Long Point's participation in financial benefits related to the use of natural resources.
- Projects in ecotourism and adventure tourism.

#### *Transportation*

- Roads under the management of the Ministère des Transports du Québec leading to the community (repairing and maintenance).
- Terms and conditions pertaining to public transport (granting of licences).

#### *Health and social services*

- Putting in place of means likely to promote the continuity and complementarity of the services provided by an establishment of the Québec public network and those provided by the community (e.g. referrals, transfer of expertise) while respecting the values and traditions of the community.

*Employment and income security*

- Terms and conditions for delivering training and employability services to the Algonquins of Long Point with the collaboration, where applicable, of the First Nations Human Resources Commission.

*Justice*

- Administration of justice, development of community justice initiatives and improvement of the judicial system (paralegal services, premises reserved for representatives of the judicial system, etc.).

*Early Childhood Centre*

- Setting up of an early childhood centre in the community.

*Fiscal policy and taxation*

- Any question concerning the fiscal policy and taxation.

16. The parties agree that the order of priority of the negotiation of sectoral agreements will be determined and may be modified by specific letters of understanding.

17. Each sectoral agreement must specify:

- the nature and scope of the Agreement;
- its duration;
- its implementation plan and the necessary budgets, where applicable.

18. A letter of understanding will be signed between the parties to provide for the content of the negotiation of each sectoral agreement as well as the timetable.

19. The parties agree that adequate and reasonable time limits will be provided for in the consultation processes included in the sectoral agreements.

20. A sectoral agreement must be implemented as soon as possible, unless it prescribes otherwise. The parties must diligently take all measures required to bring it into force.

21. The parties may, by joint agreement, invite other parties to sectoral tables, including the Government of Canada, or they may invite the latter to sit at a tripartite negotiation table.

22. Each sectoral agreement must stipulate the procedure and/or a process to follow in order to prevent and, if need be, settle disagreements between the parties.

23. A reciprocity mechanism will be implemented to allow for, in due time, the exchange of information and comments on any draft legislation or regulations liable to affect the parties. This mechanism will take into account the discussions that could be held between Québec and the AFNQL within the context of the commitments made following the First Nations' Socioeconomic Forum of October 2006.

**Amendment of the agreement**

24. The parties agree that, notwithstanding article 25 (duration of the agreement), this agreement may, further to a joint agreement in writing signed by the parties, be amended in whole or in part, by deletion, addition or otherwise.

**Duration of the agreement**

25. This agreement will be of indefinite duration, i.e. for as long as Québec and Long Point want to maintain a long-term, constructive relationship based on trust and mutual respect. However, either party may terminate this agreement by means of a written notice explaining the reasons for this decision and which shall take effect at the expiry of a delay of 60 days from the date of receipt by the other party.

**Conflict resolution**

26. Québec and Long Point agree to establish a conflict resolution committee consisting of two representatives appointed by Québec and two representatives appointed by Long Point. The committee will attempt to resolve any conflict concerning the interpretation or implementation of this agreement and should do so by consensus within 10 days. The fees and expenses of these representatives will be assumed by each of the parties.

27. Failing consensus, the representatives of both parties will submit a report to their respective authorities. The Chief of Long Point and the Minister responsible for Aboriginal Affairs will have 10 days to try to resolve the conflict.

28. Should no settlement be reached at that level, the parties agree to use the services of a jointly appointed mediator, who will be hired within 10 days and who will have 20 days to meet with the parties, hold a mediation session and propose a solution. At the time of the appointing of the mediator, the parties will decide which party will assume the fees and expenses of the mediator.

29. At any time during the mediation process, the parties may jointly agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an amiable compositeur, within the meaning and in the manner provided for in the Civil Code of Québec and in the Code of Civil Procedure of Québec. The parties may also, if they deem it appropriate, request the appointment of an arbitrator according to the process provided for in the Civil Code of Québec and the Code of Civil Procedure of Québec. As every decision by an arbitrator has the effect of a final judgment, it will be applicable between the parties with no right to appeal. It is however understood that the Minister responsible for Aboriginal Affairs will first have to have obtained the authorization of the Cabinet before implementing this article.

#### **Negotiation budget**

30. Given that the Council does not have any sums for negotiation purposes in its regular budgets, it is understood that the appropriate financial resources will have to be provided from the programs of the federal government, when such programs exist, and by Québec when such programs do not exist or are insufficient.

31. The financial resources provided by Québec will be determined by letter of understanding between Québec and the Council with specific ways and means of payments and an exact description of the obligations of the two parties with regard to these payments.

#### **Scope of the agreement**

32. This agreement is without prejudice to any territorial claim or any claim concerning natural or other resources of the Algonquins of Long Point.

33. This agreement does not constitute an agreement or a treaty within the meaning of section 35 of the *Constitution Act, 1982*, nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other right.

34. This agreement is without prejudice to the right of Long Point to enter into negotiations dealing with matters not included herein with other departments or agencies within the Québec government or the Government of Canada.

35. The effect of this agreement cannot be to deprive Long Point of benefiting from advantages that could be included in an agreement reached between all or a part of the Algonquin Nation and Québec, and in which Long Point would participate.

36. The effect of this agreement is not to reduce Québec's obligation to consult and accommodate in relation to the community of Long Point.

**Applicable laws**

37. This agreement is subject to the laws applicable in Québec.

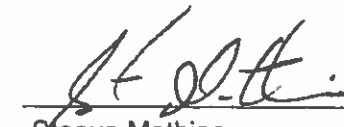
**Language of the agreement**

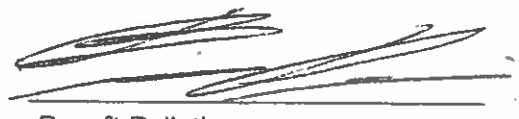
38. It is understood that the English and the French versions of this agreement have the same legal value.

Signed on this FEBRUARY 14 day of 2008

For Long Point First Nation

For the Québec government

  
\_\_\_\_\_  
Steve Mathias  
Chief

  
\_\_\_\_\_  
Benoît Pelletier  
Minister responsible for Canadian  
Intergovernmental Affairs,  
Aboriginal Affairs, Francophones  
within Canada, the Reform of  
Democratic Institutions and  
Access to Information