

**Mushkegowuk – Ontario Treaty Relationship Roundtable  
Memorandum of Understanding (MOU)  
effective as of the 26th day of November, 2015.**

**BETWEEN:**

**Mushkegowuk Council, as represented by the Grand Chief**

**-AND-**

**Her Majesty the Queen in the Right of Ontario, as represented by the Minister of Aboriginal Affairs (“Ontario”)**

**(Mushkegowuk Council and Ontario are collectively referred to as the “Parties”)**

- a. Whereas Ontario recognises the importance of Treaty Relationships between the Province and First Nations in Ontario;**
- b. And Whereas Mushkegowuk Council considers the oral promises to be a key part of the James Bay Treaty;**
- c. And Whereas Ontario acknowledges that events surrounding the making of a treaty may aid in interpreting the treaty;**
- d. And Whereas the Mushkegowuk Council, mandated by the Omushkego, represented by the Office of the Grand Chief, is committed to a renewed, respectful and meaningful dialogue with Ontario to work within the Treaty Relationship which will support the Omushkego in ensuring their communities are healthy and sustainable;**
- e. And Whereas the Mushkegowuk Council is empowered by the Omushkego to collectively represent the political, socio-economic and cultural aspirations of the Mushkegowuk First Nations as articulated in the Mamowhitowin Resolution 2012-09-27, and the Minister of Aboriginal Affairs represents the Government of Ontario;**
- f. And Whereas the Mushkegowuk Council consists of the following First Nations: Attawapiskat First Nation, Chapeau Cree First Nation, Fort Albany First Nation, Kashechewan First Nation, Missanabie Cree First Nation, Moose Cree First Nation and Taykwa Tagamou Nation;**
- g. And Whereas section 35 of the Constitution Act, 1982 recognizes and affirms the existing Aboriginal and Treaty rights of the Aboriginal peoples of Canada;**

- h. And Whereas the Parties desire to foster a positive long-term government-to-government relationship to build capacity and create benefits and opportunities to improve the quality of life for Mushkegowuk communities;
- i. And Whereas the Parties acknowledge that participation in this Memorandum of Understanding does not constitute support by the First Nations for any specific development project.

## **A. PRINCIPLES, OBJECTIVES AND SCOPE**

### **1. Principles**

The Parties agree that the Principles that shall govern this Memorandum of Understanding are as follows:

- a. **Government-to-Government:** Recognition of the government-to-government relationship among the Parties, with the willingness and commitment to strengthen that relationship, including through respect for and good faith intention to reconcile differences between the Parties.
- b. **Existing Rights:** Commitment to respect the existing legal and constitutional rights of all parties.
- c. **Rights of individual First Nations:** The parties recognize and respect the continuing rights of each First Nation to pursue their own priorities, and to enter into agreements with the Government of Ontario, MAA or other parties as they may see fit.
- d. **Without Prejudice:** Discussions should be free flowing and open, and therefore the discussion would be considered without prejudice; the parties recognize that free flowing and open discussions can only occur in a privileged space and what is said in the room will not and cannot be used in any legal proceedings.
- e. **Mutual Respect:** Willingness and commitment to hear each other and to act honourably and in good faith toward each other, including through meaningful appreciation of the Parties' perspectives, constraints, values and culture.
- f. **Positive Relationship:** Willingness and commitment to forge a positive and long-term relationship based on the Principles herein, recognizing the past and seeking to build a more positive future.

- g. **Mutual Accountability:** Willingness and commitment to create and implement mechanisms to ensure that the Principles, Objectives and other provisions of this Memorandum of Understanding are carried out in their spirit and intent.
- h. **Importance of the Federal Government's Role:** Acknowledgement that strategies to appropriately engage the Federal Government may need to be developed and implemented in consideration of: the Federal Government's ongoing constitutional and other obligations regarding the individual First Nation communities; the need to improve social and economic conditions for the individual First Nation communities; and the Federal Government's role in other related matters and/or agreement(s).
- i. **Other Aboriginal Communities:** Acknowledgement that this Memorandum of Understanding may have implications for other communities, which will need to be appropriately considered.
- j. **Third Parties:** Recognition that this Memorandum of Understanding may have implications for third parties, which will need appropriate consideration.

## 2. **Objectives**

The Parties confirm the commitment between Mushkegowuk Council and the Government of Ontario, represented by the Minister of Aboriginal Affairs, to continue discussions on matters of mutual concern through the forum established in 2011. The Parties agree that the Objectives of this Memorandum of Understanding are, in accordance with the Principles outlined herein, to:

- a) Work together to create conditions to support improved social conditions and greater economic opportunities that enable strong, sustainable, and self-sufficient communities; and,
- b) Work together to enhance institutional capacity, including but not limited to governance capacity that enables an effective and accountable system of government for Mushkegowuk communities and that this be based on the best principles of good governance and on the traditions of the Omushkego.

## 3. **Scope**

The Parties agree to discuss areas of mutual interest, exploring possible strategies and projects, working within the Treaty Relationship to support full participation by the Mushkegowuk First Nations in the social, cultural and economic life of the province. The Parties confirm their commitment to a formal discussion table regarding agreed-upon priority matters, including but not limited to the following broad themes:

- Governance
- Consultation
- Resource Benefit Sharing

- Economic Development and Sustainability

## **B. PROCESS, FUNDING AND REVIEW AND ASSESSMENT**

### **1. Process**

- a) The Minister of Aboriginal Affairs will meet with the Grand Chief of Mushkegowuk Council at least twice per year;
- b) Senior Officials from Mushkegowuk Council, the Ministry of Aboriginal Affairs and other Ontario ministries, as appropriate, will meet as required to further the work identified;
- c) Ontario and Mushkegowuk Council will each appoint representatives to a Coordinating Committee to oversee and manage the implementation of the Memorandum of Understanding.
- d) Recognizing that Mushkegowuk Council will determine how to engage with its member First Nations, the Coordinating Committee will work together to:
  - i. Determine the purpose, goals, function, composition, governance and reporting structures, and terms of reference of the Coordinating Committee and any working group(s) established under this Memorandum of Understanding and any related agreement(s);
  - ii. Develop the workplan(s) and timetable(s) for work to be undertaken under this Memorandum of Understanding and any related agreement(s);
  - iii. Discuss and set priorities for the resolution of issues and to ensure progress related to the implementation of this Memorandum of Understanding and the development of any related agreement(s), understanding that meetings are for the purpose of information sharing and issue resolution and are not negotiating sessions;
  - iv. Establish, as appropriate, working groups that may be assigned roles with respect to the implementation of this Memorandum of Understanding and the development of any related agreement(s). Additional representatives may be invited as required, including those from other areas in the Government of Ontario;

- e) The Parties recognize that any individual member First Nation can withdraw from discussions pursuant to this MOU at any time. Mushkegowuk Council will provide notice to Ontario should this occur.

## **2. Funding**

The Parties agree to discuss funding to support the implementation of this Memorandum of Understanding:

- a) The Parties will work together to develop a budget based upon workplan(s) and timetable(s) agreed to by the Parties;
- b) Funding will be provided in accordance with the terms and condition of funding agreement(s) entered by the Parties;
- c) All funding arrangements under this Memorandum of Understanding are subject to appropriations by the Ontario Legislative Assembly, provincial policies and funding criteria, including transfer payment directives and guidelines where applicable; and,
- d) The Parties agree to annually review the funding that supports the principles, objectives and scope of this Memorandum of Understanding.

## **3. Review and Assessment**

- a) A review of this Memorandum of Understanding will be conducted mid-way through its term by the Coordinating Committee.
- b) The purpose of the review is to assess progress and identify successes and challenges with respect to the operation of the Memorandum of Understanding.
- c) Based on this review, the Parties will jointly develop and implement strategies designed to address the challenges, along with mutually agreed upon specific targets and deliverables.

## **C. GENERAL PROVISIONS**

### **1. Non-Derogation**

- a) Nothing in this Memorandum of Understanding, or any related agreement(s) made hereunder, shall be construed so as to abrogate or derogate from the protection provided for the Aboriginal and Treaty rights of the Aboriginal peoples of Canada, including those of any First Nation, as recognized and affirmed by section 35 of the Constitution Act, 1982 and the related jurisprudence thereunder.
- b) This Memorandum of Understanding does not create any legal obligations on either Party.

2. Duration

- a) The term of this Memorandum of Understanding shall be from November 26, 2015 to March 31, 2017.
- b) The progress evaluation referred to in Section B 3. Review and Assessment of this Memorandum of Understanding will provide one of the bases to determine whether the Memorandum of Understanding should be renewed.

3. Notice

- a) Notice under this Memorandum of Understanding is to be provided in writing and is to be delivered personally or sent by fax or registered mail to the Parties at the following addresses:

- i. To the Mushkegowuk Council:

Grand Chief  
Mushkegowuk Council  
PO Box 370  
Moose Factory ON P0L 1W0  
Fax: 705-658-4250

- ii. To Ontario:

Assistant Deputy Minister  
Negotiations and Reconciliation Division  
Ministry of Aboriginal Affairs  
160 Bloor St. E, Suite 400  
Toronto, ON M7A 2E6  
Fax: 416-326-4017

- b) The notice will be presumed to have been received:
- i. If delivered personally, on the day that it was delivered;
  - ii. If sent by fax, on the next business day after it was transmitted; and
  - iii. If sent by registered mail, on the day it was received and the fifth day after it was mailed.

4. Termination

This Memorandum of Understanding may be terminated:

- a) By mutual consent of the Parties; or
- b) Upon the expiry of 60 days of the Mushkegowuk Council giving notice to Ontario or Ontario giving notice to the Mushkegowuk Council.

5. Execution

- a) This Memorandum of Understanding comes into force and effect on the day it has been executed by the Minister of Aboriginal Affairs and the Chiefs of Mushkegowuk Council.
- b) The Parties have executed this Memorandum of Understanding on the dates set out below.

SIGNED on behalf of the MUSHKEGOWUK COUNCIL, as represented by Grand Chief Jonathon Solomon

Signature:



Date:

Nov. 26, 2015

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Aboriginal Affairs, Hon. David Zimmer

Signature:



Date:

Nov. 26/15