

**NIGANILJOGA'TAGAN
[FRAMEWORK AGREEMENT]**

NIGANILJOGA'TAGAN

The **MI'GMAQ** namely the Micmacs of Gesgapegiag, la nation Micmac de Gespeg and the Listuguj Mi'gmaq Government and their members as represented by their Chiefs and Councils, and their assembly, the Mi'gmawei Mawiomi

("Mi'gmaq")

• and –

THE GOUVERNEMENT DU QUÉBEC as represented by the Ministre responsable des Affaires autochtones and by the Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne

("Québec")

• and –

THE GOVERNMENT OF CANADA as represented by the Minister of Indian Affairs and Northern Development

("Canada")

Collectively known as "the Parties"

RECITALS

In November of 2007, the Mi'gmaq presented their *Nm'tginen: Me'mnaq ejiglighmuetueg gis na naqtmueg* (Statement of Claim) to Canada and Québec;

The Mi'gmaq assert Aboriginal and treaty rights, including title and the right of self government;

Canada and Québec are aware of the rights assertions of the Mi'gmaq and, although each Party may have its own understanding and position regarding the existence, scope, and extent of Mi'gmaq Aboriginal and treaty rights, Canada and Québec treat those assertions with respect;

On September 5, 2008, the Parties signed the *Niganita'suatas'gl IIsutaqann* by which they agreed to enter into a process with the common purpose and objective of identifying their respective issues and interests in developing a relationship of reconciliation and co-existence;

The Parties wish to renew and strengthen their relationship to co-exist in peace and friendship; and,

The Parties agree that the preferred way to reconcile their interests is through negotiations as recommended by the Supreme Court of Canada.

OBJECTIVE

1. The objective of this agreement is to renew the discussions initiated under the *Niganita'suatas'gl IIsutaqann* and, in the spirit of reconciliation based on the Parties' long-standing relationship of peace and friendship, establish a framework for negotiations that is intended to result in a final agreement.

SUBJECT MATTERS

2. The Parties shall address the following subject matters. This list is not exhaustive and may be amended by the Parties:
 - a. culture and heritage;
 - b. natural resources;
 - c. environmental assessment and protection;
 - d. parks and other protected areas;
 - e. self-government;
 - f. taxation; and
 - g. economic measures.

3. Agreements that are negotiated may include provisions for:
 - a. review and amendment;
 - b. approval and ratification; and
 - c. implementation.
4. The Parties will address the subject of consultation with a view to concluding an interim agreement.
5. Agreements that are negotiated will also include provisions on consultation, where applicable.

PROCESS

6. The process for the negotiations under this Agreement will comprise two Circles: *Mgnigng* (Circle of Delegates and Officials) and *Gigto'qi Niqan'pugultijig* (Circle of Leaders).

Mgnigng

7. The *Mgnigng* will be comprised of the representatives of the Parties.
8. The *Mgnigng* will address the subject matters set out in section 2, which may include:
 - a. developing work plans and identifying priorities;
 - b. meeting at least six times a year (in person or via video/phone conference);
 - c. establishing side tables, either bipartite or tripartite, on specific issues as appropriate; and,
 - d. negotiating interim or incremental measures or agreements that advance the objective of this Agreement.
9. For each side-table, the *Mgnigng* will identify its role and mandate.

Gigto'qi Niqan'pugultijig

10. The *Gigto'qi Niqan'pugultijig* will be comprised of the three Mi'gmaq Chiefs or their nominee(s), a nominee of the Minister of Indian Affairs and Northern Development (Canada) and a nominee of the Ministre responsable des Affaires autochtones (Québec). The respective nominees, if applicable, must be senior officials and not members of the *Mgnigng*.
11. The *Gigto'qi Niqan'pugultijig* will make best efforts to meet once a year. Its main mandate will be to provide direction, assess the progress of the work of the *Mgnigng* and the effectiveness of the process, and attempt to resolve outstanding issues related to this Agreement.

SCHEDULING AND TIMING

12. Following the signing of this Agreement, the Parties will determine the schedule and timing to negotiate any subsequent agreement.

GENERAL PROVISIONS

13. This Agreement does not constitute a commitment by any Party to reach agreement or to provide benefits in respect of any subject matter listed in section 2 to 5, or in respect of any interim or incremental measure or agreement.
14. Except for sections 13 to 22, 24, 26 to 31 and 33, this Agreement does not legally bind the Parties and is intended as an expression of their goodwill and their commitment to enter into negotiations.
15. This Agreement is not a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
16. The Parties expect that this Agreement and the negotiations pursuant to it will help to avoid resorting to legal proceedings. Nothing herein releases, compromises or otherwise limits any right, action or judicial avenue of redress of the Parties. For greater certainty and subject to sections 18 and 19, no provision of this Agreement prevents the Mi'gmaq from asserting in a court of law or in any other legal proceeding their claims related to Aboriginal rights or title.
17. Except as may be set out in future agreements, this Agreement, all negotiations pursuant to it and all documents generated during these negotiations:
 - a. are not intended and shall not be construed so as to discharge, in whole or in part, any fiduciary obligation that may be owed by Canada or Québec to the Mi'gmaq;
 - b. are without prejudice to the positions or legal rights of the Parties, and for greater certainty, are not intended and shall not be construed as recognizing, denying, defining, creating, altering or affecting the positions or legal rights of the Parties, including the Aboriginal and treaty rights of the Mi'gmaq.
18. Except for the purpose of enforcing sections 13 to 22, 24, 26 to 31 and 33 of this Agreement, or unless otherwise agreed in writing, the Parties agree not to tender or seek admission of this Agreement as evidence in a court of law or in any other legal proceeding.
19. Unless as otherwise agreed in writing, the Parties agree not to tender or seek admission of the content of negotiations pursuant to this Agreement or the documents generated during these negotiations as evidence in a court of law or in any other legal proceeding.
20. Notwithstanding any other provision of this Agreement, any Party may refer to publicly and may lead evidence regarding the Parties, effective date, existence and purpose of this Agreement and the frequency of and participants in meetings held pursuant to this Agreement before a court of law or in any other legal proceeding.
21. The Parties will cooperate to oppose the use or attempted use by anyone not a Party in any court of law or other legal proceeding, of this Agreement, the content of negotiations pursuant to it or the documents generated during these negotiations.
22. The negotiations pursuant to this Agreement are in respect to the geographic area within the jurisdiction of Canada or Québec and not within the jurisdiction of another province or a territory, and are without prejudice to any rights the Mi'gmaq may have outside of that geographic area.

OPENNESS AND PUBLIC COMMUNICATIONS

23. The Parties recognize that communication with the public is essential to achieve the objective identified in section 1. 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 and given the opportunity to express their views regarding the general status, aims, objectives and progress of

the negotiations. For that purpose, the Parties may engage in joint or separate public communication initiatives.

24. Unless the Parties otherwise agree in writing or unless required by law, a Party shall not disclose to the public the following information:
 - a. the content of negotiations pursuant to this Agreement; and
 - b. documents generated during the negotiations pursuant to this Agreement.
25. Once the Parties have signed an agreement, it shall be made public.

EFFECTIVE DATE, EXPIRY, TERMINATION, WITHDRAWAL AND AMENDMENT

26. This Agreement shall come into force and effect on the date of its signing and shall continue in force and effect for a period of three years, after which it expires, subject to sections 29 and 31.
27. Should any of the three (3) Mi'gmaq Chiefs and Councils decide to withdraw from this Agreement and all negotiations pursuant to it, they shall do so by Band Council Resolution and notify the Parties forthwith.
28. If one or more Mi'gmaq Chiefs and Councils decide to withdraw from this Agreement and all negotiations pursuant to it, in accordance with section 27, this Agreement shall continue in force and effect. The Mi'gmaq will be deemed to be represented by the Chief(s) and Council(s) of the remaining community or communities.
29. This Agreement can be terminated by any Party upon ninety days written notice to the other Parties hereto.
30. Notwithstanding any termination or expiry of this Agreement or any withdrawal from this Agreement, this section and sections 13 to 22, 24 and 33 will continue to have effect.
31. This Agreement may be amended or renewed with the written consent of the Parties.

RESOURCES

32. Upon consideration of the annual work plan of the Mi'gmawei Mawiomi, Canada and Québec may provide resources, through a separate agreement, to the Mi'gmaq in order to facilitate their participation in the negotiations pursuant to this Agreement.

APPROVAL PROCESS

33. The Parties will signify their approval of this Agreement by signing it. The signatories are authorized to represent their respective Party.

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| Signed this | | day of | | 201 | , | at | |
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THE MI'GMAQ

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| Claude Jeannotte, Chief La nation Micmac de Gespeg Mi'gmawei Mawiomi Chair | | Witness |
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| Guy Condo, Chief Micmacs of Gesgapegiag | | Witness |
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| Allison Metallic, Chief Listuguj Mi'gmaq Government | | Witness |

THE GOUVERNEMENT DU QUÉBEC

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| Geoffrey Kelley Ministre responsable des Affaires autochtones | | Witness |
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| Yvon Vallières Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne | | Witness |

THE GOVERNMENT OF CANADA

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| John Duncan Minister of Indian Affairs and Northern Development | | Witness |