

CONSULTATION PROCESS INTERIM MEASURES AGREEMENT

THIS AGREEMENT dated for reference the 27 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 Parties have agreed to negotiate the Algonquin Treaty; and

Whereas 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; and

Whereas the Parties have recognized that a practical, efficient and consistent consultation process is necessary in order to advance and preserve negotiations; and

Whereas the Parties also recognize the benefits of a process to identify lands and other interests that may be appropriate for facilitating the conclusion of the Algonquin Treaty;

Now therefore the Parties agree as follows:

DEFINITIONS

1. “Algonquins of Ontario” mean the Algonquins represented by the Algonquin Negotiation Representatives.
2. “Algonquin Negotiation Representatives” mean the representatives of ten Algonquin communities currently involved in land claim negotiations with Canada and Ontario, being the Chief and Council of the Algonquins of Pikwàkanagàn First Nation and the Negotiation Representatives of the Antoine, Snimikobi, Bancroft, Bonnechere, Greater Golden Lake, Mattawa-North Bay, Ottawa, Shabot Obaadjiwan and Whitney and Area Communities of Algonquins who have been elected for the purpose of representing the Algonquins in negotiations with Canada and Ontario towards the Algonquin Treaty.

ALGONQUIN CONSULTATION OFFICE

3. The Algonquins shall establish an Algonquin Consultation Office appointed by and reporting to the Algonquin Negotiation Representatives. The Algonquin Consultation Office shall have two separate functions:
 - (a) to analyze information obtained pursuant to the Consultation Process, act as a coordinator and conduit of information for the Algonquins and make recommendations to the Algonquins, for the purposes of consultation; and
 - (b) to support the Negotiation Table by notifying the Algonquin Negotiation Representatives of lands or other interests that may be of interest to the Algonquins for concluding the Algonquin Treaty.

CONSULTATION PROCESS

4. The Algonquins shall participate in consultations through the Algonquin Consultation Office. The composition and mandate of the Algonquin Consultation Office may change from time to time and from consultation to consultation, at the discretion of the Algonquin Negotiation Representatives.
5. Canada and Ontario shall participate in consultation through the Federal departments, Provincial ministries or other Crown agencies responsible for the decision or activity in respect of which consultation is sought.
6. Where a federal department, provincial ministry or other Crown agency proposes a particular decision or activity that is applicable to the territory as depicted on the map attached as Appendix "A," and where such decision or activity gives rise to a duty to consult with the Algonquins, it shall provide to the Algonquin Consultation Office appropriate notice and information of the proposed decision or activity.
7. The Algonquin Consultation Office shall acknowledge receipt of the notice and information referred to in Article 6 in a timely manner, and duly advise the Federal department, Provincial ministry or other Crown agency providing notice that:
 - (a) no further consultation is sought and that the Algonquins will take no action to oppose the decision or activity, or
 - (b) the proposed decision or activity might have an adverse effect on Algonquin aboriginal rights and the reasons therefore, and indicate that further consultation is sought.
8. If the Algonquin Negotiation Office fails to duly respond pursuant to Article 7, nothing in this Agreement prohibits the Federal department, Provincial ministry or other Crown agency from proceeding with the decision or activity.
9. Where further consultation is sought pursuant to Article 7 (b), the Federal department, Provincial ministry or other Crown agency shall consider the views and reasons of the Algonquin Consultation Office, and:
 - (a) if further consultation is required by law, offer to conduct further consultations with the Algonquins and, if appropriate, discuss potential accommodation with the Algonquins; or
 - (b) if further consultation is not required by law, indicate that further consultation will not be conducted.
10. Any further consultations under Article 9 (a) shall be coordinated on behalf of the Algonquins by the Algonquin Consultation Office.

11. The federal department, provincial ministry or Crown agency shall notify in writing the Algonquin Consultation Office of its decision whether or not to conduct further consultation including, if required by law, the reasons for that decision.
12. Although the Parties agree that consultation will not be conducted at the Negotiation Table, any Party may seek to refer issues unresolved through consultations to the Negotiation Table to be discussed pursuant to the Framework for Negotiations.
13. The Parties acknowledge that Canada and Ontario may be required to take and engage in emergency decisions and activities prior to providing notification to the Algonquins under this Agreement when necessary to protect natural resources or for purposes of public safety, in which circumstances Canada or Ontario, as the case may be, will provide notification to the Algonquins if required by this Agreement as soon as is reasonably practicable.

NEGOTIATION SUPPORT

14. Canada or Ontario may ask the Algonquin Consultation Office to consider whether particular lands or interests may be of interest to the Algonquins for the purposes of concluding the Algonquin Treaty, including lands subject to any federal real property policies.
15. As a result of any other process, or through consultation, the Algonquin Consultation Office may identify lands or interests that may be of interest for concluding the Algonquin Treaty and refer this information to the Algonquin Negotiation Representatives and, if appropriate, to the Negotiation Table.

LEGAL STATUS

16. The consultation process established herein does not limit the ability of the Parties to engage in additional consultation independent of this process or to conclude additional or alternative consultation agreements.
17. For greater certainty, nothing in this agreement prevents any of the Parties from agreeing to discuss proposed decisions or activities of federal departments, provincial ministries or other Crown agencies where such discussions are not required by law.
18. This document is not subject to settlement privilege and may be tendered as evidence in a court of law or other legal proceeding.
19. Consultation conducted pursuant to this Agreement is not subject to settlement privilege and evidence respecting consultation activities may be tendered as evidence in a court of law or other legal proceeding if the evidence is relevant to an issue of whether a duty to consult was or was not met.

20. Nothing in this Agreement is intended to:
- (a) alter or define any obligation to consult;
 - (b) prevent the Algonquins from relying on any common law or statutory right they may have respecting the obligation to consult; or
 - (c) represent the views of, or be interpreted as admissions by, any of the Parties with respect to the nature and scope of any obligation to consult.
21. Nothing in this Agreement, including the depiction of the territory in Appendix “A,” is intended to recognize, deny, create, extinguish, abrogate, derogate or define any aboriginal right that the Algonquins may have.
22. Notwithstanding anything in this Agreement, any of the Parties may terminate by written notice any consultation process conducted pursuant to this Agreement.

CONFIDENTIALITY

23. This document is not confidential and may be made public.
24. The participants involved in any particular consultation pursuant to this Agreement may request that particular records or information be treated confidentially. The participants shall determine whether the record or information in question should be provided, received and held in confidence. Any record or information that the participants agree to treat confidentially shall be held in confidence and not disclosed, unless such disclosure is required by law.
25. Nothing in Article 24 is intended to prevent any party from tendering records or information as evidence in a court of law or other legal proceeding if the record or information is relevant to an issue of whether a duty to consult was or was not met or fulfilled through the consultation process conducted pursuant to this Agreement.

FUNDING

26. Following discussion with the Algonquins, funding as determined by Canada and Ontario will be provided to the Algonquins to assist the creation and operation of the Algonquin Consultation Office, including the functions set out in Article 7. Such funding will be provided based on consideration of an annual budget submitted by the Algonquins and shall be subject to annual appropriations.
27. Each of the federal departments, provincial ministries and other Crown agencies who are engaged in any specific consultations with the Algonquins as described in Article 9 (a) will consider whether or not, and how, to provide additional funding to assist the Algonquins with respect to those consultations.

TERMINATION OF AGREEMENT

28. This Agreement shall come into force and effect on the date of its signature and shall continue in force and effect until the effective date of the Algonquin Treaty unless earlier terminated by one or more of the Parties upon three (3) months written notice to the other Parties hereto.
29. For the purpose of notice in Article 28 or for the purpose of giving notice of a change of address of the Consultation Office in Article 31, the Parties' addresses are:

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

AMENDMENT

30. This Agreement may be amended with the written consent of the Parties.
31. The address of the Algonquins of Ontario Consultation Office is:

C/O jp2g Consultants Inc.
12 International Drive
Pembroke, Ontario K8A 1N5
Attention: Jim Hunton

until October 1, 2009 and thereafter it will be:

31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6

IN WITNESS WHEREOF the Algonquin Negotiation Representatives on behalf of the Algonquins of Ontario have executed this Agreement on the 7th 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 15th 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 27 day of July, 2009.

THE ALGONQUINS OF ONTARIO

Clifford Bastien Jr.
CLIFFORD BASTIEN JR.
Mattawa-North Bay

[Signature]
Witness

Katherine Cannon
KATHERINE CANNON
Bancroft

[Signature]
Witness

Lynn Clouthier
LYNN CLOUTHIER
Ottawa

[Signature]
Witness

Robert Craftchick
ROBERT CRAFTCHICK
Whitney and Area

[Signature]
Witness

Doreen Davis
DOREEN DAVIS
Shabot Obaadjiwan

[Signature]
Witness

Patrick Glassford
PATRICK GLASSFORD
Greater Golden Lake

[Signature]
Witness

Davie Joannis
DAVIE JOANNISSE
Antoine

[Signature]
Witness

Sherry Kohoko
SHERRY KOHOKO
Pikwàkanagàn

[Signature]
Witness

H. Jerrow Lavalley
H. JERROW LAVALLEY
Pikwàkanagàn

[Signature]
Witness

Randy Malcolm
RANDY MALCOLM
Snimikobi

[Signature]
Witness

C. Meness
CLIFF MENESS
Pikwàkanagàn

Stephanie V Stone
Witness

[Signature]
JIM MENESS
Pikwàkanagàn

[Signature]
Witness

[Signature]
RICHARD SARAZIN
Pikwàkanagàn

[Signature]
Witness

V. Two-Axe
VICKY TWO-AXE
Pikwàkanagàn

[Signature]
Witness

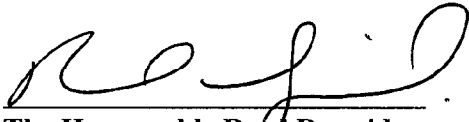
Kirby Whiteduck
KIRBY WHITEDUCK
Pikwàkanagàn

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Witness

Richard Zohr
RICHARD ZOHR
Bonnechere

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Witness

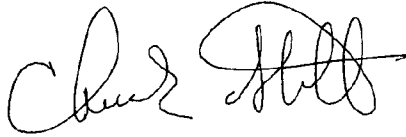
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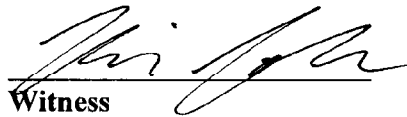
**The Honourable Brad Duguid
Minister of Aboriginal Affairs**


Witness

CANADA:



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


Witness

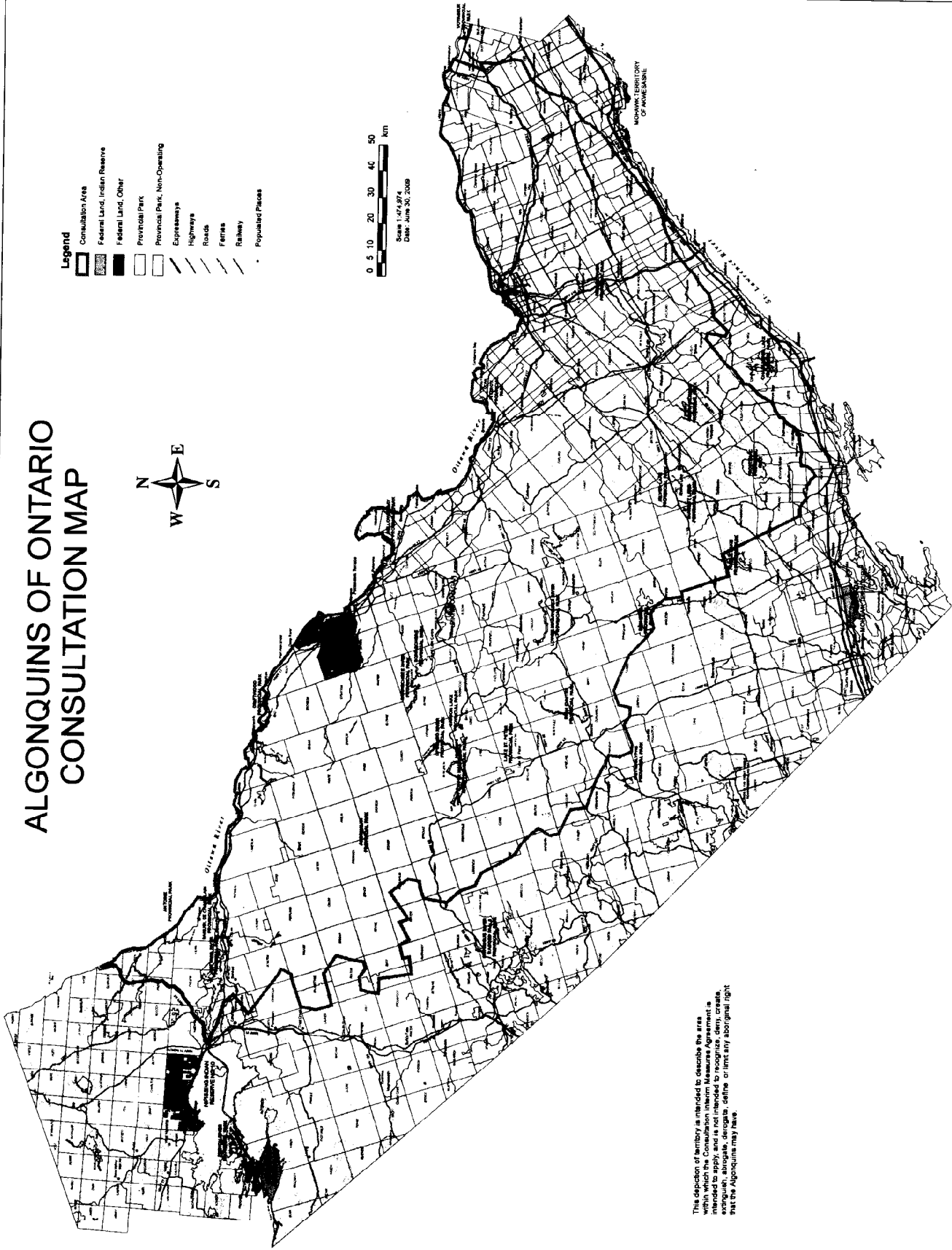
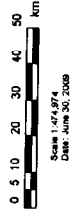
APPENDIX A

ALGONQUINS OF ONTARIO CONSULTATION MAP

ALGONQUINS OF ONTARIO CONSULTATION MAP



- Legend**
- Consultation Area
 - ▨ Federal Land, Indian Reserve
 - ▩ Federal Land, Other
 - Provincial Park
 - Provincial Park, Non-Operating
 - ▬ Expressways
 - ▬ Roads
 - ▬ Ferries
 - ▬ Railway
 - Populated Places



The depiction of territory is intended to describe the area with which the Consultation Process is intended to apply, and is not intended to recognize, demarcate, extinguish, abrogate, derogate, define or limit any aboriginal right that the Algonquins may have.