

IMPLEMENTATION PLAN
FOR THE
ANISHINABEK NATION
GOVERNANCE AGREEMENT

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Anishinabek Nation Governance Agreement Implementation Plan

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IMPLEMENTATION PLAN FOR THE ANISHINABEK NATION GOVERNANCE AGREEMENT

Chapter 16 of the Governance Agreement requires the development of an Implementation Plan to guide the implementation of the Governance Agreement. The Parties have developed this Implementation Plan, which identifies certain activities to be undertaken with respect to the implementation of the Governance Agreement.

1. Interpretation of the Implementation Plan

- 1.1 The capitalized terms used in the Implementation Plan have the same meanings as those in the Governance Agreement with respect of the provisions to which they relate.
- 1.2 No provision of the Implementation Plan will be considered an amendment to, modification of or derogation from the provisions of the Governance Agreement.
- 1.3 In the event of a Conflict between this Implementation Plan and the Governance Agreement, the Governance Agreement will prevail to the extent of the Conflict.

2. Legal Status of the Implementation Plan

- 2.1 This Implementation Plan does not create any legal obligations that are binding on the Parties.
- 2.2 Attached to the Implementation Plan as Annex A are Activity Sheets describing specific activities, the responsible party and timeframes for the implementation of the Governance Agreement.

3. Implementation Funding

- 3.1 Canada will provide funding towards the costs of implementing the Governance Agreement, as set out in the Anishinabek Fiscal Agreement.

4. Term of the Implementation Plan

- 4.1 The Implementation Plan will commence on the Effective Date of the Governance Agreement and, subject to section 16.4, will remain in effect until the tenth (10th) anniversary of the Effective Date of the Governance Agreement.
- 4.2 Some of the activities described in Annex A will be implemented and continue beyond the tenth (10th) anniversary of the Effective Date of the Governance Agreement.

FORMAT NOTES AND INTERPRETATION FOR THE GOVERNANCE IMPLEMENTATION PLAN ACTIVITY SHEETS

Project: Title of the activity stemming from an obligation in the Governance Agreement.

Referenced Section: Section of the Governance Agreement that deals with the project.

Responsible Party: Party responsible for the project, First Nations means those First Nations that ratify the Governance Agreement.

Participant/Liaison: Others who may have direct and significant interest in the project.

Planning Assumptions: The planning assumptions reflect the circumstances considered or expected to arise in the implementation of the referenced section. Some planning assumptions also reflect steps or measures that the Parties assume will be taken to support the performance of the described activity.

Each Activity Sheet includes a table using the following format:

	Activities	Section	Responsible Party	Timeframe
#	Description of the activity	Section(s) addressed	Primary party responsible for an activity	Required or recommended timeframe to carry out the activity

Provisions of Agreement Addressed: Identifies sections of the Governance Agreement which have a direct relation to the project being described in the Activity Sheet.

Cross-Referenced and Related Sections: Other sections of the Agreement which have a bearing on the Activity Sheet.

**SIGNATURE PAGE FOR THE IMPLEMENTATION PLAN OF THE
ANISHINABEK NATION GOVERNANCE AGREEMENT**

Implementation Plan of the Anishinabek Nation Governance Agreement signed on

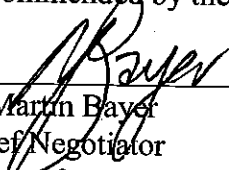
_____, _____
ANISHINABEK NATION

Authorized Representative

GOVERNMENT OF CANADA

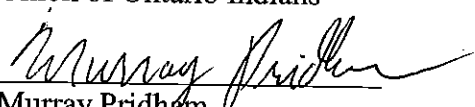
Authorized Representative

Recommended by the Negotiators of the Parties on the dates shown.



R. Martin Bayer
Chief Negotiator
Union of Ontario Indians

Date: _____



Murray Pridham
Federal Negotiator
Indian Affairs and Northern Development

Date: August 15, 2019

**ANNEX A: IMPLEMENTATION PLAN ACTIVITY SHEETS FOR THE
ANISHINABEK NATION GOVERNANCE AGREEMENT**

Chapter 4:

ANISHINABEK NATION GOVERNMENT

SHEET 4-1

Project: Anishinabek Nation Constitution

Referenced Provisions: 4.2, 4.3

Responsible Party: Anishinabek Nation Government

Participation/Liaison: First Nation Governments

Planning Assumptions:

The *Anishinaabe Chi-Naaknigewin* has been developed and has First Nation support. Some of the First Nations that ratify the Governance Agreement have already adopted the *Anishinaabe Chi-Naaknigewin*; some have yet to approve it.

	Activities	Section	Responsible Party	Timeframe
A	Adopt and maintain a written constitution known as the <i>Anishinaabe Chi-Naaknigewin</i> , in accordance with Section 4.4	4.2 4.4	Anishinabek Nation Government	Before ratification vote, and at discretion
B	Approve the <i>Anishinaabe Chi-Naaknigewin</i>	4.3	First Nation Governments	No later than the date each First Nation Government ratifies this Agreement

Provisions of Agreement Addressed:

- 4.2 The Anishinabek Nation has adopted and will maintain a written constitution known as the *Anishinaabe Chi-Naaknigewin*.
- 4.3 Each First Nation will approve the *Anishinaabe Chi-Naaknigewin* no later than the date it ratifies this Agreement.
- 4.4 The *Anishinaabe Chi-Naaknigewin* will address, among other things:
 - (a) the establishment of the Anishinabek Nation Government including institutions and structures to support the exercise of law-making powers and other authorities under this Agreement;

- (b) the political and financial accountability of the Anishinabek Nation Government to the First Nations and the E'Dbendaagzijig;
- (c) procedures for making, amending, publishing and providing access to Anishinabek Nation laws;
- (d) delegation of authority other than law-making power;
- (e) procedures for appealing or challenging the validity or application of the laws of the Anishinabek Nation;
- (f) appeal and redress mechanisms;
- (g) mechanisms to enact conflict of interest rules; and
- (h) amendment procedures.

Chapter 4:

ANISHINABEK NATION GOVERNMENT

SHEET 4-2

Project: Establish and Maintain Anishinabek Nation Registry of Laws

Referenced Provisions: 4.8, 4.10

Responsible Party: Anishinabek Nation Government

Planning Assumptions:

Anishinabek Nation laws will be filed with the Anishinabek Nation Registry, and a copy provided to the Anishinabek Nation Repository. Pre-implementation transition plans shall include creating policies and procedures for the registry and repository. Public access to First Nation and Anishinabek Nation Government laws is provided through the Anishinabek Nation Repository.

	Activities	Section	Responsible Party	Timeframe
A	Establish and maintain an Anishinabek Nation Law Registry	4.8	Anishinabek Nation Government	On Effective Date, and as required
B	Provide a copy of Anishinabek Nation laws to the Anishinabek Nation Registry	4.10	Anishinabek Nation Government	After Anishinabek Nation law is enacted

Provisions of Agreement Addressed:

- 4.8 The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.
- 4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.

Cross-Referenced and Related Provisions:

- 4.5 The Anishinabek Nation will exercise its law-making powers and other authorities under this Agreement through the Anishinabek Nation Government in a manner consistent with this Agreement.
- 4.7 The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.

Chapter 4: ANISHINABEK NATION GOVERNMENT SHEET 4-3

Project: Establish and Maintain Anishinabek Nation Repository of Laws

Referenced Provisions: 4.10, 4.11

Responsible Party: Anishinabek Nation Government

Participant/Liaison: First Nation Governments

Planning Assumptions:

It is understood that the Repository of laws established by the Anishinabek Nation Government will contain laws of both Anishinabek Nation and First Nation Governments.

When the Governance Agreement takes effect, the First Nations will provide copies of its governance laws to the Anishinabek Nation Repository.

Pre-implementation transition plans shall include creating policies and procedures of the registry and repository.

Promotion and communications to the First Nations on the Anishinabek Nation Repository is necessary to demonstrate and establish its legitimacy and value.

	Activities	Section	Responsible Party	Timeframe
A	Establish and maintain an Anishinabek Nation Repository of laws	4.10	Anishinabek Nation Government	On Effective Date and as required
B	Promotion and communications to First Nations to promote Repository	4.11	Anishinabek Nation Government	Within 60 days of Effective Date
C	Provide the public with access to Anishinabek Nation and First Nation Government laws, including through electronic means	4.11	Anishinabek Nation Government, Anishinabek Nation Repository	After laws are passed

Agreement Reference:

- 4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.
- 4.11 The Anishinabek Nation Government will provide any person with reasonable access to the repository by, among other means, posting the laws on the Anishinabek Nation Government's official website or such other electronic medium as may be available from time to time.

Cross-Referenced and Related Provisions:

- 4.7 The Anishinabek Nation laws enacted pursuant to this Agreement must be in writing and available to the public.

Chapter 4: ANISHINABEK NATION GOVERNMENT SHEET 4-4

Project: Anishinabek Nation Government Leadership Selection

Referenced Provisions: 4.10, 4.12, 10.11

Responsible Party: Anishinabek Nation Government

Planning Assumptions:

The Anishinabek Nation has ways of selecting their leadership and will be formalizing these in accordance with the Governance Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Enact initial laws with respect to leadership selection, in accordance with Activity Sheet 10-1	10.11	Anishinabek Nation Government	In accordance with the timing guidelines provided in Activity Sheet 10-1
B	Enact and maintain laws with respect to leadership selection, in accordance with the <i>Anishinaabe Chi-Naaknigewin</i>	4.12	Anishinabek Nation Government	At discretion, ongoing
C	Provide copies of laws to the Anishinabek Nation Repository	4.10	Anishinabek Nation Government	Following enactment of Anishinabek Nation laws

Agreement Reference:

4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.

4.12 The Anishinabek Nation has the power to enact laws with respect to the selection of the Anishinabek Nation Government representatives.

10.11 As soon as practicable after the Effective Date, the Anishinabek Nation will enact:

(a) a leadership selection law; and

(b) a financial administration law.

Cross-Referenced and Related Provisions:

- 4.7 The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.
- 4.8 The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.
- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 4: ANISHINABEK NATION GOVERNMENT SHEET 4-5

Project: Establish and Maintain Anishinabek Nation E'Dbendaagzijig (Citizenship) List

Referenced Provisions: 4.10, 4.14, 4.15, 4.16, 4.23(d)

Responsible Party: Anishinabek Nation Government

Participation/Liaison: First Nation Governments

Planning Assumptions:

It is understood that the Anishinabek Nation E'Dbendaagzijig (citizenship) list will be a collection of E'Dbendaagzijig (Citizens) from the Anishinabek Nation and the First Nations that ratify the Governance Agreement, as determined by the Anishinabek Nation and First Nation Governments Citizenship Laws.

It is assumed that policies and procedures to safeguard E'Dbendaagzijig information will be developed in order to build confidence in the system including the requirement to have an agreement for the transfer of information between the Anishinabek Nation Government and each First Nation that ratifies the Governance Agreement.

The First Nation Governments will provide an ongoing updated copy of their E'Dbendaagzijig lists to the Anishinabek Nation Government.

If possible and practical, the transfer of data for the E'Dbendaagzijig lists will use or be coordinated with the Information Management System established for the Education Agreement and the Anishinabek Education System.

	Activities	Section	Responsible Party	Timeframe
A	Contact First Nations to obtain E'Dbendaagzijig (membership/citizenship) lists	4.15	Anishinabek Nation Government	By Effective Date
B	Establish and maintain Anishinabek Nation E'Dbendaagzijig and updated First Nations E'Dbendaagzijig lists	4.16	Anishinabek Nation Government	By Effective Date and ongoing

C	Develop procedures relating to the safeguard of E'Dbendaagzijig information	4.23(d)	Anishinabek Nation Government, First Nations	At discretion
D	Enact and maintain laws with respect to the rights, privileges and responsibilities associated with being an E'Dbendaagzijig of the Anishinabek Nation, in accordance with the <i>Anishinaabe Chi-Naaknigewin</i>	4.14	Anishinabek Nation Government	At discretion, ongoing
E	Provide copies of laws to the Anishinabek Nation Repository	4.10	Anishinabek Nation Government	Following enactment of Anishinabek Nation laws

Provisions of Agreement Addressed:

- 4.14 The Anishinabek Nation has the power to enact laws with respect to the rights, privileges and responsibilities associated with being an E'Dbendaagzijig in the Anishinabek Nation.
- 4.15 A person who is an E'Dbendaagzijig of a First Nation is deemed to also be an E'Dbendaagzijig of the Anishinabek Nation.
- 4.16 The Anishinabek Nation will establish and maintain a list of all its E'Dbendaagzijig.

Cross-Referenced and Related Provisions:

- 4.7 The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.
- 4.8 The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.
- 4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.
- 4.23(d) The Anishinabek Nation has the power to enact laws with respect to the management and operation of the Anishinabek Nation Government, including laws for:

(d) access to information and the protection of privacy;

- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 4: ANISHINABEK NATION GOVERNMENT SHEET 4-6

Project: Anishinabek Nation Culture and Language

Referenced Provisions: 4.10, 4.20

Responsible Party: Anishinabek Nation Government

Planning Assumptions:

There are already community-based committees and strategic plans that include promotion of culture and languages of the Anishinabek. These groups and plans will be used as the basis for developing these laws.

	Activities	Section	Responsible Party	Timeframe
A	Enact and maintain laws with respect to the preservation, promotion and development of Anishinabek culture and languages, in accordance with the <i>Anishinaabe Chi-Naaknigewin</i>	4.20	Anishinabek Nation Government	At discretion, ongoing
B	Provide copies of laws to the Anishinabek Nation Repository	4.10	Anishinabek Nation Government	Following enactment of Anishinabek Nation laws

Agreement Reference:

4.20 The Anishinabek Nation has the power to enact laws with respect to the preservation, promotion and development of Anishinabek culture and languages.

Cross-Referenced and Related Provisions:

4.7 The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.

4.8 The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.

4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations

enacted under this Agreement.

- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 4: ANISHINABEK NATION GOVERNMENT SHEET 4-7

Project: Anishinabek Nation Management and Operations of Government Law

Referenced Provisions: 4.10, 4.23

Responsible Party: Anishinabek Nation Government, First Nation Governments

Planning Assumptions

The Anishinabek Nation Government has adopted its constitution, *Anishinaabe Chi-Naaknigewin*, which will determine the law-making process for laws related to management and operations of Government.

Organizing laws, policies and procedures are key to effective decision making and initial operation of the Anishinabek Nation within at least 12 months after Effective Date.

Other activities related to the operations of Anishinabek Nation will be difficult or inefficient if laws related to management and operations are not developed first.

	Activities	Section	Responsible Party	Timeframe
A	Enact and maintain laws with respect to the management and operation of the Anishinabek Nation Government, in accordance with the <i>Anishinaabe Chi-Naaknigewin</i>	4.23	Anishinabek Nation Government	Within 120 days of the Effective Date, ongoing
B	Provide copies of laws to the Anishinabek Nation Repository	4.10	Anishinabek Nation Government	Following enactment of Anishinabek Nation laws

Provisions of Agreement Addressed:

4.23 The Anishinabek Nation has the power to enact laws with respect to the management and operation of the Anishinabek Nation Government, including laws for:

- (a) the financial administration of the Anishinabek Nation Government, including its financial accountability to its E'Dbendaagzijig;
- (b) the powers, duties and responsibilities of officers, elected officials and

- appointees of the Anishinabek Nation Government;
- (c) the establishment and management and operation of Anishinaabe Institutions;
- (d) access to information and the protection of privacy; and
- (e) the examination, publication and scrutiny of regulations and other statutory instruments enacted by the First Nations or the Anishinabek Nation under this Agreement.

Cross-Referenced and Related Provisions:

- 4.7 The Anishinabek Nation laws enacted under this Agreement must be in writing and available to the public.
- 4.8 The Anishinabek Nation will establish and maintain an official registry of its laws in English and, at the discretion of the Anishinabek Nation, in Anishinaabemowin.
- 4.10 The Anishinabek Nation Government will establish and maintain a repository containing official copies of the laws of the Anishinabek Nation and the First Nations enacted under this Agreement.
- 4.26 An Anishinabek Nation law passed pursuant to sub-section 4.23 (d) will not provide access to personal information of a kind that is generally unavailable under federal or provincial law.
- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 4: **ANISHINABEK NATION GOVERNMENT** **SHEET 4-8**

Project: **Delegation of Authorities**

Referenced Provisions: 4.28, 4.29, 4.30, 4.31, 4.32

Responsible Party: Anishinabek Nation Government, First Nation Governments, delegate

Participation/Liaison: Anishinabek Nation department, office, Anishinaabe Institution, official, or legal entity established by legislation

Planning Assumptions:

Delegation of authority is important to efficient activities of the Anishinabek Nation.

Delegation should happen organically as needed and identified. In order to facilitate that process, things like a delegation process and any agreements, should best be contemplated beforehand outside of the context of the subject matter to be delegated.

Delegation may be done by an enactment of a law or through the development of an agreement.

	Activities	Section	Responsible Party	Timeframe
A	Develop a delegation process and template agreement for delegation and reception of delegated authority, with the present Activity Sheet as a guide	4.28 4.32	Anishinabek Nation Government	By Effective Date, at discretion

B	<p>Notify potential delegate, in writing, of desire to delegate authorities relating to:</p> <p>(a) a department or office of the Anishinabek Nation Government;</p> <p>(b) an official identified in an Anishinabek Nation Law;</p> <p>(c) an Anishinaabe Institution; or</p> <p>(d) any legal entity authorized by the Anishinabek Nation Government</p>	4.28	<p>Anishinabek Nation Government and any of:</p> <p>an Anishinabek Nation department or office;</p> <p>an official identified in an Anishinabek Nation law;</p> <p>an Anishinaabe Institution; or</p> <p>a legal entity authorized by the Anishinabek Nation</p>	At discretion
C	Develop terms and conditions associated with delegation of authority in writing	4.29	Anishinabek Nation Government, delegate	Prior to the delegation of authority
D	Enter into an agreement to receive a delegation of authority	4.32	Anishinabek Nation Government, delegate	At discretion
E	Exercise delegated authorities	4.31	Delegate	In accordance with delegation agreement
F	Undertake any monitoring, review, renewal, or other activities	4.30	Anishinabek Nation Government, delegate	In accordance with delegation agreement

Provisions of Agreement Addressed:

4.28 The Anishinabek Nation may delegate any of its authorities, except its law-making powers, under this Agreement to:

- (a) a department or office of the Anishinabek Nation Government;
- (b) an official identified in an Anishinabek Nation law;
- (c) an Anishinaabe Institution; or

- (d) any legal entity authorized by the Anishinabek Nation Government.
- 4.29 The terms and conditions associated with a delegation of authority by the Anishinabek Nation under section 4.28 will be set out in writing.
- 4.30 The Anishinabek Nation will remain accountable to the First Nations and the E'Dbendaagzijig for the exercise of any authority it delegates.
- 4.31 The recipient of an authority delegated under section 4.28 will be accountable to the Anishinabek Nation for the exercise of that authority and may not further delegate that authority.
- 4.32 The Anishinabek Nation may enter into an agreement to receive a delegation of law-making power or other authority.

Chapter 4:**ANISHINABEK NATION GOVERNMENT****SHEET 4-9**

Project: Input into Proposed Anishinabek Nation Law or Anishinaabe Institution Decision

Referenced Provisions: 4.33, 4.34

Responsible Party: Anishinabek Nation Government, Anishinaabe Institution

Participant/Liaison: First Nation Governments

Planning Assumptions:

Any person who resides on a reserve who is directly and significantly affected by a proposed Anishinabek Nation law or Anishinaabe Institution Decision may be a Citizen or a non-Citizen. The Anishinabek Nation Government and Anishinaabe Institution will determine who is directly and significantly affected.

“Decision” does not mean all decisions; it is restricted to those decisions that are made through laws such as decisions on eligibility to “citizenship” or “E’Dbendaagzijig”.

Anishinaabe Institutions may be developed to assist in ongoing implementation of the Governance Agreement. The Anishinabek Nation Government or Anishinaabe Institution will provide an opportunity to provide input by persons who may be directly and significantly affected by an Anishinabek Nation law or Anishinaabe Institution Decision.

If possible and practical, once the Governance Agreement comes into effect, the Anishinabek Nation will utilize the established process for input as outlined in the Anishinabek Nation Education Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Develop process for determining who is directly and significantly affected by a proposed Anishinabek Nation law or Anishinaabe Institution Decision	4.33 4.34	Anishinabek Nation Government	As soon as practicable following Effective Date
B	Establish process for obtaining input from those citizens and for any other person residing on a reserve	4.33 4.34	Anishinabek Nation Government, Anishinaabe Institution	As soon as practicable following Effective Date

Provisions of Agreement Addressed:

- 4.33 The Anishinabek Nation will provide an opportunity to the E'Dbendaagzijig, and to any person who resides on a Reserve of a First Nation and who may be directly and significantly affected by any proposed law or Decision of the Anishinabek Nation under this Agreement, to make representations about that law or Decision in accordance with the principles of procedural fairness.
- 4.34 An Anishinaabe Institution established by the Anishinabek Nation will provide an opportunity to the E'Dbendaagzijig, and to any person who resides on a Reserve of a First Nation and who may be directly and significantly affected by a proposed Decision of the Anishinaabe Institution, to make representations about that Decision in accordance with the principles of procedural fairness.

Cross-Referenced and Related Provisions:

- 1.1 "Decision" means a decision made by a First Nation Government, the Anishinabek Nation Government or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Agreement;
- 4.35 Where it establishes an Anishinaabe Institution, the Anishinabek Nation will provide an opportunity for the E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.
- 4.37 Where an Anishinaabe Institution is established, the Anishinabek Nation law or other authority will also provide for the appeal or review of a Decision of that Anishinaabe Institution by any person who is directly and significantly affected.

Chapter 4:

ANISHINABEK NATION GOVERNMENT

SHEET 4-10

Project: Participation in Anishinaabe Institutions

Referenced Provisions: 4.35

Responsible Party: Anishinabek Nation Government

Participant/Liaison: Anishinaabe Institution

Planning Assumptions:

Anishinaabe Institutions may be developed to assist in implementing the Governance Agreement.

These Institutions may undertake activities that affect E'Dbendaagzijig and other persons who reside on reserve.

	Activities	Section	Responsible Party	Timeframe
A	Develop a process for participation in First Nation Anishinaabe institutions for E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation that ratifies the agreement	4.35	Anishinaabe Nation Government, Anishinaabe Institution	In sufficient time to permit meaningful participation in planning activities

Provisions of Agreement Addressed:

- 4.35 Where it establishes an Anishinaabe Institution, the Anishinabek Nation will provide an opportunity for the E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.

Chapter 4:

ANISHINABEK NATION GOVERNMENT

SHEET 4-11

Project: Appeal or a Review of an Anishinabek Nation or Anishinaabe Institution Decision

Referenced Provisions: 4.36, 4.37, 4.38

Responsible Party: Anishinabek Nation Government, Anishinaabe Institution

Planning Assumptions:

A person who resides on a reserve who is directly and significantly affected by an Anishinabek Nation Government or Anishinaabe Institution Decision may be a Citizen or non-Citizen. Consideration will be given to the appeal and redress provisions and principles in the Anishinabek Nation *Anishinaabe Chi-Naaknigewin*. "Decision" does not mean all decisions; it is restricted to those decisions that are made through laws such as decisions on eligibility to "citizenship" or "E'Dbendaagzijig".

The appeal and redress mechanism will be set out in an Anishinabek Nation law or in the law establishing an Anishinaabe Institution. An independent/neutral body may be developed (i.e. Tribunal) to ensure principles of procedural fairness. Information on such procedures will be made public.

	Activities	Section	Responsible Party	Timeframe
A	Develop process for appeal or review by affected E'Dbendaagzijig and any person residing on a First Nation reserve relating to Decisions of the Anishinabek Nation Government or Anishinaabe Institutions	4.36 4.37	Anishinabek Nation Government, Anishinaabe Institution	Available on Effective Date
B	Ensure that Anishinabek Nation laws developed under the Governance Agreement include access to the appeal and review process identified in Activity A	4.36 4.37	Anishinabek Nation Government, Anishinaabe Institution	Within 120 days of Effective Date
C	Consider establishing an Anishinaabe Institution to hear appeals or review Decisions	4.38	Anishinabek Nation Government	At discretion

Provisions of Agreement Addressed:

- 4.36 Where the Anishinabek Nation makes a Decision it will provide for the appeal or review of that Decision by any person who is directly and significantly affected.
- 4.37 Where an Anishinaabe Institution is established, the Anishinabek Nation law or other authority will also provide for the appeal or review of a Decision of that Anishinaabe Institution by any person who is directly and significantly affected.
- 4.38 The Anishinabek Nation may establish an Anishinaabe Institution to hear the appeal or review of a Decision.

Cross-Referenced and Related Provisions:

- 1.1 “Decision” means a decision made by a First Nation Government, the Anishinabek Nation Government or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Agreement;
- 4.4 The *Anishinaabe Chi-Naaknigewin* will address, among other things:
- (e) procedures for appealing or challenging the validity or application of the laws of the Anishinabek Nation;
 - (f) appeal and redress mechanisms;

Chapter 5: FIRST NATION GOVERNMENTS

SHEET 5-1

Project: Constitutions of the First Nations

Referenced Provisions: 5.2, 5.3, 5.4

Responsible Party: First Nation Governments

Planning Assumptions:

It is understood that many of the ratifying First Nations will already have constitutions in place, and have been developing their constitutions for some time. This Activity Sheet does not require the development any additional or new constitutions.

	Activities	Section	Responsible Party	Timeframe
A	Develop and maintain a written constitution, in accordance with Section 5.4	5.2 5.3 5.4	Each First Nation that ratifies the Governance Agreement	Prior to ratifying the Governance Agreement, as required

Provisions of Agreement Addressed:

- 5.2 Each First Nation that ratifies this Agreement will maintain a written constitution.
- 5.3 Each First Nation will ratify its constitution prior to the date it ratifies this Agreement.
- 5.4 The constitution of each First Nation will address, among other things:
 - (a) the establishment of the First Nation Government including institutions and structures to support the exercise of law-making powers and other authorities under this Agreement;
 - (b) the political and financial accountability of the First Nation Government to its E'Dbendaagzijig;
 - (c) procedures for making, amending, publishing and providing access to First Nation laws;
 - (d) delegation of law-making powers and other authorities;
 - (e) procedures for appealing or challenging the validity or application of the laws

of that First Nation;

- (f) appeal and redress mechanisms;
- (g) mechanisms to enact conflict of interest rules; and
- (h) amendment procedures.

Chapter 5:

FIRST NATION GOVERNMENTS

SHEET 5-2

Project: Establish a First Nation Registry of Laws

Referenced Provisions: 5.8

Responsible Party: First Nation Governments

Participation/Liaison: Anishinabek Nation Repository

Planning Assumptions:

The official version of the First Nation Government laws will be registered with the First Nation Government registry of laws. Copies of laws will be filed with the Anishinabek Nation Government Repository.

Where possible and practical, when the Anishinabek Nation Governance Agreement takes effect, the First Nations signatory to both the Governance and Education Agreements will utilize the established public registries and processes for filing laws from the Anishinabek Nation Education Agreement. When the Anishinabek Nation Governance Agreement takes effect, the First Nation Governments will file their education laws with the Anishinabek Nation Repository. The Kinomaadziwin Education Body will transfer its repository of First Nation education laws to the Anishinabek Nation Repository in accordance with the Anishinabek Nation Governance Agreement.

It is anticipated that First Nation Government policies and procedures will be developed in order to support the operations of the First Nation Government registries during the pre-implementation transition phase. Public access to First Nation Government laws is provided through the Anishinabek Nation Government Repository of laws.

	Activities	Section	Responsible Party	Timeframe
A	Establish and maintain a First Nation Registry of laws	5.8(a)	First Nation Governments	On Effective Date, as required
B	Provide a copy of laws to the Anishinabek Nation Repository	5.8(b)	First Nation Governments	After laws are enacted
C	Provide a copy of laws to the Anishinabek Nation Repository	12.2	Kinomaadziwin Education Body	As soon as practicable after Effective Date

Provisions of Agreement Addressed:

5.8 Each First Nation that ratifies this Agreement will:

- (a) establish and maintain an official registry of its laws in English and, at the discretion of the First Nation, in Anishinaabemowin; and
 - (b) provide a copy of each law to the Anishinabek Nation, as soon as practicable after its enactment, for inclusion in the Anishinabek Nation repository of laws.
- 12.2 A First Nation that is a party to this Agreement and to the Anishinabek Nation Education Agreement will exercise its law-making powers and other authorities under the Anishinabek Nation Education Agreement through its First Nation Government.

Cross-Referenced and Related Provisions:

- 5.5 Each First Nation that ratifies this Agreement will exercise its law-making powers and other authorities under this Agreement through its First Nation Government in a manner consistent with this Agreement.
- 5.6 The exercise of law-making powers and other authorities by a First Nation under this Agreement will evolve over time.
- 5.7 Each First Nation laws enacted under this Agreement must be in writing and available to the public.
- 5.9 A First Nation law enacted under this agreement will not be considered void, invalid or unenforceable, nor will any person's liability under a First Nation law be affected by reason only of a defect in form or failure of a First Nation to comply with sub-section 5.8(b).

Chapter 5:

FIRST NATION GOVERNMENTS

SHEET 5-3

Project: Leadership Selection

Referenced Provisions: 5.4, 5.8, 5.10, 10.10

Responsible Party: First Nation Governments

Planning Assumptions:

Many First Nations that ratify the Governance Agreement will already have custom election codes and these will be reviewed by the First Nation Government and transformed into laws under the Agreement. This may include other amendments. Some First Nations are under the Indian Act election provisions or First Nation Election Act and will develop new leadership selection laws. A working group may be established to assist with the development of a template law.

	Activities	Section	Responsible Party	Timeframe
A	Enact and maintain laws with respect to leadership selection, in accordance with written constitution	5.4 5.10	First Nation Governments	Within 100 days of the Effective Date, ongoing
B	Make laws available to the public	5.8(a)	First Nation Governments	Within reasonable period of time following enactment of laws
C	Provide a copy of laws to the Anishinabek Nation repository	5.8(b)	First Nation Governments	Within reasonable period of time following enactment of laws

Provisions of Agreement Addressed:

5.4 The constitution of each First Nation will address, among other things:

- (i) the establishment of the First Nation Government including institutions and structures to support the exercise of law-making powers and other authorities under this Agreement;
- (j) the political and financial accountability of the First Nation Government to its E'Dbendaagzijig;

- (k) procedures for making, amending, publishing and providing access to First Nation laws;
- (l) delegation of law-making powers and other authorities;
- (m) procedures for appealing or challenging the validity or application of the laws of that First Nation;
- (n) appeal and redress mechanisms;
- (o) mechanisms to enact conflict of interest rules; and
- (p) amendment procedures.

5.8 Each First Nation that ratifies this Agreement will:

- (a) establish and maintain an official registry of its laws in English and, at the discretion of the First Nation, in Anishinaabemowin; and
- (b) provide a copy of each law to the Anishinabek Nation, as soon as practicable after its enactment, for inclusion in the Anishinabek Nation repository of laws.

5.10 Each First Nation has the power to enact laws with respect to the selection of its First Nation Government representatives.

10.10 As soon as practicable after the Effective Date, each First Nation will enact:

- (a) a leadership selection law;
- (b) an E'Dbendaagzijig law; and
- (c) a financial administration law.

Cross-Referenced and Related Provisions:

5.4 The constitution of each First Nation will address, among other things:

- (a) the establishment of the First Nation Government including institutions and structures to support the exercise of law-making

powers and other authorities under this Agreement;

- (b) the political and financial accountability of the First Nation Government to its E'Dbendaagzijig;
- (c) procedures for making, amending, publishing and providing access to First Nation laws;
- (d) delegation of law-making powers and other authorities;
- (e) procedures for appealing or challenging the validity or application of the laws of that First Nation;
- (f) appeal and redress mechanisms;
- (g) mechanisms to enact conflict of interest rules; and
- (h) amendment procedures.

- 5.7 A First Nation law enacted under this Agreement must be in writing and available to the public.
- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 5: FIRST NATION GOVERNMENTS

SHEET 5-4

Project: Establish E'Dbendaagzijig List

Referenced Provisions: 5.13

Responsible Party: First Nation Governments

Participation/Liaison: Anishinabek Nation Government

Planning Assumptions:

It is understood that the initial First Nations E'Dbendaagzijig list for First Nations that ratify the Agreement will be those existing members prior to Governance Agreement coming into effect, which are defined by the membership provisions of the Indian Act or membership codes of each First Nation.

Each First Nation that ratifies the Governance Agreement will enact an E'Dbendaagzijig (citizenship) law. The First Nation Government will provide a copy of its updated E'Dbendaagzijig list to the Anishinabek Nation Government.

Indigenous and Northern Affairs Canada shall provide a copy of membership lists it administers to the respective First Nations and add them to the schedule of First Nations with control over their own membership.

First Nation Governments will ensure that their E'Dbendaagzijig lists are up to date.

Where possible and practical the transfer of data for the citizenship lists will use the Information Management System established for the Education Agreement and the Anishinabek Education System.

	Activities	Section	Responsible Party	Timeframe
A	Establish and maintain First Nation E'Dbendaagzijig list	5.13	First Nation Governments	On Effective Date and ongoing
B	Provide updated First Nation E'Dbendaagzijig list to the Anishinabek Nation Government	5.13	First Nation Governments	When First Nation E'Dbendaagzijig list is complete, and on an ongoing basis

C	Ensure that E'Dbendaagzijiig lists are up to date by ensuring such matters as birth and death events are added to membership lists	5.13	First Nation Governments	On Effective Date, ongoing
D	Provide a copy of First Nation membership lists for those First Nations that ratify the agreement, so that they can maintain them	5.13	Indigenous and Northern Affairs Canada	Within 6 months of Effective Date

Provisions of Agreement Addressed:

5.13 Each First Nation will establish and maintain a list of its E'Dbendaagzijiig.

Cross-Referenced and Related Provisions:

- 4.16 The Anishinabek Nation will establish and maintain a list of all its E'Dbendaagzijiig.
- 5.12 Each First Nation has the power to enact laws with respect to the determination of its E'Dbendaagzijiig and the rights, privileges and responsibilities associated with being an E'Dbendaagzijiig in the First Nation.
- 5.14 A person who is a member of a First Nation immediately prior to the coming into force of an E'Dbendaagzijiig law of a First Nation enacted under this Agreement will become an E'Dbendaagzijiig of that First Nation after the E'Dbendaagzijiig law comes into force.
- 5.15 A person who was eligible to become an E'Dbendaagzijiig of the First Nation according to the membership provisions of the *Indian Act* or according to the membership code of that First Nation, immediately prior to the enactment of an E'Dbendaagzijiig law, will be deemed eligible for E'Dbendaagzijiig in the First Nation, after an E'Dbendaagzijiig law comes into force.
- 5.16 A First Nation E'Dbendaagzijiig law enacted under this Agreement may not remove a person whose name is entered on a band list, as defined in the *Indian Act*, for that Band, by reason only of a situation that existed or action taken before a First Nation E'Dbendaagzijiig law comes into force.
- 5.17 A person entitled to be registered as an Indian under the *Indian Act* will continue to be entitled to be registered as an Indian under the *Indian Act* after an E'Dbendaagzijiig law of a First Nation comes into force.

- 5.18 Nothing in this Agreement confers or denies, or is intended to confer or deny, rights of entry into Canada or grant Canadian citizenship.
- 5.19 In the event of a Conflict between a First Nation law enacted pursuant to section 5.12 and an Anishinabek Nation law enacted pursuant to section 4.14, the First Nation law will prevail to the extent of the Conflict.
- 5.20 Except as set out in this Agreement, in the event of a Conflict between a federal law and a First Nation law enacted pursuant to section 5.12, the First Nation law will prevail to the extent of the Conflict.

Chapter 5:

FIRST NATION GOVERNMENTS

SHEET 5-5

Project: Culture and Language

Referenced Provisions: 5.8, 5.21

Responsible Party: First Nation Governments

Planning Assumptions:

There are already community-based committees and strategic plans that include promotion of culture and languages of the Anishinabek. These groups and plans will be used as the basis of developing these laws.

	Activities	Section	Responsible Party	Timeframe
A	Enact and maintain laws with respect to the preservation, promotion and development of culture and language	5.21	First Nation Governments	At discretion, ongoing
B	Make laws available to the public	5.8(a)	First Nation Governments	Within reasonable period of time following enactment of laws
C	Provide a copy of laws to the Anishinabek Nation Repository	5.8(b)	First Nation Governments	Within reasonable period of time following enactment of laws

Provisions of Agreement Addressed:

5.8 Each First Nation that ratifies this Agreement will:

- (a) establish and maintain an official registry of its laws in English and, at the discretion of the First Nation, in Anishinaabemowin; and
- (b) provide a copy of each law to the Anishinabek Nation, as soon as practicable after its enactment, for inclusion in the Anishinabek Nation repository of laws.

5.21 Each First Nation has the power to enact laws with respect to the preservation,

promotion and development of its culture and language.

Cross-Referenced and Related Provisions:

- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 5: FIRST NATION GOVERNMENTS

SHEET 5-6

Project: Management and Operations

Referenced Provisions: 5.8, 5.24

Responsible Party: First Nation Governments

Planning Assumptions:

Each First Nation has existing processes for management and operations of government. These processes will be reviewed and transformed into laws.

	Activities	Section	Responsible Party	Timeframe
A	Enact and maintain laws with respect to management and operations, in accordance with constitution	5.24	First Nation Governments	At discretion, ongoing
B	Make laws available to the public	5.8(a)	First Nation Governments	Within reasonable period of time following enactment of laws
C	Provide a copy of laws to the Anishinabek Nation repository	5.8(b)	First Nation Governments	Within reasonable period of time following enactment of laws

Provisions of Agreement Addressed:

5.8 Each First Nation that ratifies this Agreement will:

- (a) establish and maintain an official registry of its laws in English and, at the discretion of the First Nation, in Anishinaabemowin; and
- (b) provide a copy of each law to the Anishinabek Nation, as soon as practicable after its enactment, for inclusion in the Anishinabek Nation repository of laws.

5.24 Each First Nation has the power to enact laws with respect to the management and operation of the First Nation Government, including:

- (a) the financial administration of the First Nation Government, including its financial accountability to its E'Dbendaagzijig;
- (b) the powers, duties and responsibilities of officers, elected officials and appointees of the First Nation Government;
- (c) the conduct of meetings, including First Nation community meetings and First Nation council meetings;
- (d) the establishment and management and operation of Anishinaabe Institutions; and
- (e) access to information and the protection of privacy.

Cross-Referenced and Related Provisions:

- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.

Chapter 5: FIRST NATION GOVERNMENTS

SHEET 5-7

Project: First Nation Delegation

Reference Provisions: 5.29, 5.30, 5.33, 5.34

Responsible Party: First Nation Governments, Anishinabek Nation Government

Planning Assumptions

Delegation of First Nation Government law-making power and other authority are key to aggregation and efficient activities of the First Nations as contemplated by the Anishinabek Nation Governance Agreement.

Delegation should happen organically as needed and identified. In order to facilitate that process, things like a delegation process, any agreements or other processes, should best be contemplated beforehand outside of the context of the subject matter to be delegated.

Delegation may be done by an enactment of a law or through the development of an agreement.

	Activities	Section	Responsible Party	Timeframe
A	Discuss and identify ways to facilitate delegation of authority and law-making power, and receipt of delegated law-making or other authority	5.29 5.33	First Nation Governments and Anishinabek Nation Government	Within 120 days of the Effective Date
B	Develop a delegation process and a template agreement or other processes to facilitate delegation	5.30 5.34	First Nation Governments and Anishinabek Nation Government	Within 120 days of the Effective Date

Provisions of Agreement Addressed:

- 5.29 Each First Nation may delegate, in whole or in part, a law-making power under this Agreement to the Anishinabek Nation.
- 5.30 The terms and conditions associated with a delegation of law-making power by a First Nation under section 5.29 will be set out in writing.
- 5.33 Each First Nation may delegate any of its authorities, under this Agreement to:

- (a) a department or office of the First Nation Government;
- (b) an official identified in a First Nation law;
- (c) the Anishinabek Nation;
- (d) an Anishinaabe Institution; or
- (e) any legal entity authorized by the First Nation.

5.34 The terms and conditions associated with a delegation of authority by the First Nation under section 5.33 will be set out in writing.

5.37 A First Nation may enter into an agreement to receive a delegation of authority.

Cross-Referenced and Related Provisions:

- 5.31 The First Nation will remain accountable to its E'Dbendaagzijig for the exercise of any law-making power it delegates.
- 5.35 The First Nation will remain accountable to its E'Dbendaagzijig for the exercise of any authority it delegates.

Chapter 5:

FIRST NATION GOVERNMENTS

SHEET 5-8

Project: Input into Proposed First Nation Laws or Anishinaabe Institution Decisions

Referenced Provisions: 5.38, 5.39

Responsible Party: First Nation Governments, Anishinaabe Institutions

Planning Assumptions:

Any person who resides on a reserve who is directly and significantly affected by a proposed First Nation Government law or Anishinaabe Institution Decision may be a Citizen or a non-Citizen.

“Decision” does not mean all decisions; it is restricted to those decisions that are made through laws such as decisions on eligibility to “citizenship” or “E’Dbendaagzijig”.

Each First Nation Government and Anishinaabe Institution will determine who is directly and significantly affected by any proposed law or Decision of that First Nation.

Each First Nation Government or an Anishinaabe Institution will provide an opportunity for input by persons who may be directly and significantly affected by an Anishinabek Nation law or Anishinaabe Institution decision.

Once the Governance Agreement comes into effect, the First Nation Governments will consider the established process for input as outlined in the Anishinabek Nation Education Agreement (see Education Agreement 5.16-5.20).

	Activities	Section	Responsible Party	Timeframe
A	Establish process for determining who is directly and significantly affected by a proposed law or Decision of the First Nation	5.38	First Nation Governments	On Effective Date
B	Establish process for input for citizens and for any person residing on a reserve who is directly and significantly affected by a proposed Decision of the Anishinaabe Institution	5.39	First Nation Governments, Anishinaabe Institution	On Effective Date, ongoing

Provisions of Agreement Addressed:

- 5.38 Each First Nation will provide an opportunity to its E'Dbendaagzijig, and to any person who resides on the Reserve of that First Nation, and who may be directly and significantly affected by any proposed law or Decision of that First Nation under this Agreement, to make representations about that law or Decision in accordance with the principles of procedural fairness.
- 5.39 An Anishinaabe Institution will provide an opportunity to E'Dbendaagzijig, and to any person who resides on the Reserve of that First Nation and who may be directly and significantly affected by a proposed Decision of the Anishinaabe Institution, to make representations about that Decision in accordance with the principles of procedural fairness.

Cross-Referenced and Related Provisions:

- 1.1 "Decision" means a decision made by a First Nation Government, the Anishinabek Nation Government or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Agreement;
- 5.4 The constitution of each First Nation will address, among other things:
- (e) procedures for appealing or challenging the validity or application of the laws of that First Nation;

Chapter 5:

FIRST NATION GOVERNMENTS

SHEET 5-9

Project: Participation in Anishinaabe Institutions

Referenced Provisions: 5.40

Responsible Party: First Nation Governments

Participant/Liaison: Anishinaabe Institution

Planning Assumptions:

Anishinaabe Institutions may be developed to assist with the ongoing implementation of the Governance Agreement.

Persons who may be affected by an Anishinaabe Institution should have opportunity to be heard.

	Activities	Section	Responsible Party	Timeframe
A	Develop process for participation in First Nation Anishinaabe Institutions for E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation that ratifies the agreement	5.40	First Nation Governments, Anishinaabe Institution	In sufficient time to permit meaningful participation in planning activities

Provisions of Agreement Addressed:

- 5.40 Where it establishes an Anishinaabe Institution, a First Nation will provide an opportunity for its E'Dbendaagzijig, and for persons who reside on the Reserve of that First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.

Chapter 5:**FIRST NATION GOVERNMENTS****SHEET 5-10**

Project: Appeal or Review of a First Nation or Anishinaabe Institution Decision

Referenced Provisions: 5.41, 5.42

Responsible Party: First Nation Governments

Planning Assumptions:

A person who resides on a reserve who is directly and significantly affected by a First Nation Government of Anishinaabe Institution Decision may be a Citizen or non-Citizen. Consideration will be given to the appeal and redress provisions of the constitutions of the First Nations that ratify the Governance Agreement.

“Decision” does not mean all decisions; it is restricted to those decisions that are made through laws such as decisions on eligibility to “citizenship” or “E’Dbendaagzijig”.

The appeal and redress mechanism will be set out in a First Nation Government law or in the law establishing an Anishinaabe Institution. An independent/neutral body may be made accessible to ensure principles of procedural fairness (i.e. Tribunal). Information on this procedure will be made public.

	Activities	Section	Responsible Party	Timeframe
A	Establish process for appeal and review of Decisions, by citizens and for any person residing on a reserve who may be directly and significantly affected	5.41 5.42	First Nation Governments, Anishinaabe Institution	Within 120 days of the Effective Date
B	Ensure that First Nation laws developed under the Governance Agreement include the access to the appeal and review process for Decisions	5.41 5.42	First Nation Governments	Within 120 days of the Effective Date

Provisions of Agreement Addressed:

5.41 Where a First Nation makes a Decision it will provide for the appeal or review of that Decision by any person who is directly and significantly affected.

- 5.42 Where an Anishinaabe Institution is established, a First Nation law or authority will also provide for the appeal or review of a Decision of that Anishinaabe Institution by any person who is directly and significantly affected.

Cross-Referenced and Related Provisions:

- 1.1 “Decision” means a decision made by a First Nation Government, the Anishinabek Nation Government or an Anishinaabe Institution pursuant to an exercise of law-making power or other authority under this Agreement.
- 5.4 The constitution of each First Nation will address, among other things:
- (e) procedures for appealing or challenging the validity or application of the laws of that First Nation;
 - (f) appeal and redress mechanisms;
- 5.43 A First Nation may establish an Anishinaabe Institution to hear the appeal or review of a Decision made by that First Nation or by any of its Anishinaabe Institutions.

Chapter 5:**FIRST NATION GOVERNMENTS****SHEET 5-11****Project:** Participation in Anishinaabe Institutions**Referenced Provisions:** 5.40**Responsible Party:** First Nation Governments**Participation/Liaison:** Anishinaabe Institution**Planning Assumptions:**

Citizens and persons who reside on a reserve will be provided with the opportunity to participate in First Nation Government Anishinaabe Institutions. The process for participation will be set out at the time the Anishinaabe Institution is established.

	Activities	Section	Responsible Party	Timeframe
A	Develop process for participation in First Nation Anishinaabe institutions for E'Dbendaagzijig, and for persons who reside on the Reserve of a First Nation that ratifies the Agreement	5.40	First Nation Governments, Anishinaabe Institution	In sufficient time to permit meaningful participation in planning activities

Provisions of Agreement Addressed:

5.40 Where it establishes an Anishinaabe Institution, a First Nation will provide an opportunity for its E'Dbendaagzijig, and for persons who reside on the Reserve of that First Nation and who may be directly and significantly affected by that Anishinaabe Institution, to participate in that Anishinaabe Institution. The means of participation will be set out at the time the Anishinaabe Institution is established.

Chapter 6: ENFORCEMENT AND ADJUDICATION OF LAWS SHEET 6-1

Project: Voluntary Settlement of Disputes and Traditional Anishinaabe Processes

Referenced Provisions: 6.1

Responsible Party: Anishinabek Nation Government, First Nation Governments

Planning Assumptions:

First Nations that ratify the Governance Agreement have always had ways to resolve disputes and to impose sanctions for violation of laws of the First Nation. These activities will be rekindled for the purposes of the laws developed under the Governance Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Undertake planning activities (e.g. work-plan and budget) for the development of services, including restorative justice or mediation services, for the voluntary settlement of disputes arising from the exercise of law-making powers and other authorities under the Governance Agreement	6.1	Anishinabek Nation Government, First Nation Governments	At discretion
B	Develop services described in Activity A	6.1	Anishinabek Nation Government, First Nation Governments	At discretion
C	Implement services and processes described in Activity B	6.1	Anishinabek Nation Government, First Nation Governments	At discretion, in accordance with provisions developed in Activity B

Provisions of Agreement Addressed:

- 6.1 Each First Nation and the Anishinabek Nation may provide services, including restorative justice or mediation services, for the voluntary settlement of disputes arising from the exercise of its law-making powers and other authorities under this Agreement.

Chapter 6: ENFORCEMENT AND ADJUDICATION OF LAWS SHEET 6-2

Project: Offences, Sanctions and Enforcement

Referenced Provisions: 6.2

Responsible Party: Anishinabek Nation, First Nations

Planning Assumptions:

Enforcement of First Nation laws has been a long standing issue.

	Activities	Section	Responsible Party	Timeframe
A	Consider establishing traditional Anishinabek processes relating to the enforcement of sanctions provided for violations of Anishinabek Nation and First Nations laws	6.2	Anishinabek Nation Government, First Nation Governments	At discretion
B	Consider enforcement measures necessary for each law developed under the Governance Agreement	6.3 6.4 6.5 6.6	First Nation Governments	At discretion

Provisions of Agreement Addressed:

- 6.2 Each First Nation and the Anishinabek Nation may establish traditional Anishinaabe processes, and impose Anishinaabe sanctions as set out in section 6.4, to deal with alleged offences under First Nation or Anishinabek Nation laws under this Agreement.
- 6.3 Subject to section 6.4, the laws of each First Nation and the Anishinabek Nation under this Agreement, may provide for the creation of offences and for the imposition of sanctions, including fines, penalties and imprisonment for the violation of those laws.
- 6.4 As an alternative to fines, penalties or imprisonment described in section 6.3, the laws of each First Nation and the Anishinabek Nation under this Agreement may provide for Anishinaabe sanctions that are consistent with Anishinaabe customs, culture, traditions and values, provided that such sanctions are proportionate to the seriousness of the offence and are not imposed on an offender without his or her consent.
- 6.5 Where the law of a First Nation or the Anishinabek Nation provides for the imposition

of a fine or a term of imprisonment for the violation of that law, the sanction will not be greater than those imposed under the general penalty provisions of the *Criminal Code* that apply to offences punishable on summary convictions or \$10,000, whichever is greater.

- 6.6 Each First Nation and the Anishinabek Nation may provide for the enforcement of its laws under this Agreement and may appoint enforcement officers with powers of enforcement comparable to those provided by the laws of Ontario or Canada for officers enforcing similar laws.

Cross-Referenced and Related Provisions:

- 6.7 Each First Nation and the Anishinabek Nation is responsible for the prosecution of violations of its laws and may appoint individuals to conduct such prosecutions in a manner consistent with the principles of prosecutorial independence.
- 6.8 Each First Nation and the Anishinabek Nation may adopt procedures for the enforcement of their laws and prosecution of offences.
- 6.9 The procedures adopted pursuant to section 6.8 may include, with necessary modifications:
- (a) the procedures for the prosecution of offences under the Ontario *Provincial Offences Act*; or
 - (b) the summary conviction procedures of Part XXVII of the *Criminal Code*.

Chapter 7: INTERGOVERNMENTAL FORUM

SHEET 7-1

Project: Intergovernmental Relations

Referenced Provisions: 7.2, 7.3

Responsible Party: Anishinabek Nation Government, Canada

Participant/Liaison: First Nations

Planning Assumptions:

The Governance Agreement identifies the principles upon which the Anishinabek Nation and Canada will establish the Anishinabek Nation - Canada Intergovernmental Forum.

It is understood that the Forum will not duplicate the activities of the Implementation and Operations Committee.

The Parties shall consider the existing intergovernmental forum between the Anishinabek Nation and Indigenous and Northern Affairs Canada.

	Activities	Section	Responsible Party	Timeframe
A	Parties to have an inaugural meeting of the Forum	7.2	Anishinabek Nation Government and Canada to determine respective representatives	At discretion

Provisions of Agreement Addressed:

- 7.2 The Parties will establish the Anishinabek Nation - Canada Intergovernmental Forum to maintain their intergovernmental relationship and to enable cooperation on issues of mutual interest or concern.

Cross-Referenced and Related Provisions:

- 2.1 This Agreement provides for:

- a) the establishment of an Anishinabek Nation Government with the power to enact laws and to address matters of common concern to First Nations;

- b) the establishment of a new government-to-government relationship between the Parties within the framework of the *Constitution Act, 1982*;

7.3 The initial terms of reference for the operation of the Intergovernmental Forum are set out in Schedule B.

Schedule
B Whereas the Anishinabek Nation Governance Agreement provides for the establishment of a new government-to-government relationship between the Parties within the framework of the *Constitution Act, 1982*; and

Whereas the Anishinabek Nation Governance Agreement provides for the establishment of the Anishinabek Nation – Canada Intergovernmental Forum to maintain their intergovernmental relationship and to enable cooperation on issues of mutual interest or concern;

Therefore, in the spirit of partnership and cooperation, the Anishinabek Nation and Canada agree to regular leadership meetings to:

- Facilitate inter-governmental cooperation on issues of mutual interest or concern to the Anishinabek Nation, one or more First Nations or Canada;
- Enable effective problem solving on issues of concern;
- Promote a government-to-government relationship based on mutual respect and trust;
- Strengthen communications and information sharing between governments; and
- Any other matters agreed to by the Parties.

The Anishinabek Nation and Canada further agree to:

- Jointly develop meeting agendas in advance;
- Amend these terms of reference as required from time to time in writing;
- Consider other matters as may be required to ensure the proper functioning of the Anishinabek Nation – Canada Intergovernmental Forum; and
- Invite other governments to participate in these meetings where appropriate.

Chapter 8: FINANCIAL RELATIONSHIP AND FISCAL ARRANGEMENTS SHEET 8-1

Project: Anishinabek Nation Fiscal Agreement

Referenced Provisions: 8.5, 8.16

Responsible Party: Anishinabek Nation Government, First Nation Governments, Canada

Planning Assumptions:

The Parties acknowledge that the financing of the new government to government financial relationship is a shared responsibility of the Anishinabek Nation Government and Canada. The Parties acknowledge that the Anishinabek Nation Fiscal Agreement is a part of the new government-to-government financial relationship and sets out financial obligations applicable to both Parties.

The Anishinabek Nation Government will coordinate financial administration systems under the Anishinabek Nation Education Agreement and Governance Agreement, as required.

	Activities	Section	Responsible Party	Timeframe
A	Enter into and maintain an Anishinabek Nation Fiscal Agreement	8.5	Anishinabek Nation Government, First Nation Governments, Canada	At Effective Date
B	Prepare financial statements and reports in accordance with the Anishinabek Nation Fiscal Agreement	8.16	Anishinabek Nation Government, First Nation Governments	As specified in the Anishinabek Nation Fiscal Agreement
C	Discuss subsequent Anishinabek Nation Fiscal Agreement	--	Anishinabek Nation Government, First Nation Governments	At least 24 months prior to the end of the term of the Fiscal Agreement
D	Discuss and make best efforts to conclude a subsequent Anishinabek Nation Fiscal Agreement	--	Parties to the Fiscal Agreement	As specified in the Fiscal Agreement, at least 24 months prior to the end of the term of the Fiscal Agreement

E	Approve the subsequent Anishinabek Nation Fiscal Agreement	--	Parties to the Fiscal Agreement	As specified in the Fiscal Agreement
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Provisions of Agreement Addressed:

- 8.5 The Parties have negotiated an Anishinabek Nation Fiscal Agreement that sets out the responsibilities and commitments of the First Nations, the Anishinabek Nation, and Canada with respect to the financial arrangements to support this Agreement.
- 8.16 Each First Nation and the Anishinabek Nation will prepare financial statements and reports in accordance with the Anishinabek Nation Fiscal Agreement and Generally Accepted Accounting Principles.

Chapter 8: FINANCIAL RELATIONSHIP AND FISCAL ARRANGEMENTS SHEET 8-2

Project: Future Treatment of a Model Fiscal Chapter

Referenced Provisions: 8.18, 8.19, 8.20, 8.21

Responsible Party: Anishinabek Nation Government, Canada

Planning Assumptions:

The Parties acknowledge that Canada's fiscal policies are changing over time and this may result in future discussions on fiscal relations.

	Activities	Section	Responsible Party	Timeframe
A	Notify the Anishinabek Nation of the approval of a revised model fiscal chapter for general use in modern treaty and self-government negotiations	8.18	Canada	As required, prior to the fifth anniversary of the Effective Date
B	Consider and possibly propose amendments to Chapter 8 based on the revised model fiscal chapter referred to in section 8.18	8.19	Anishinabek Nation Government	Within two years of receipt of notice described in Activity A
C	Commence negotiations to reach agreement on amendments to replace Chapter 8 based on the revised model fiscal chapter	8.20	Anishinabek Nation Government, Canada	Within six months after the date of proposed amendments described in Activity B
D	Give effect to the amendments described in Activity C in accordance with Chapter 14 of the Governance Agreement	8.21	Anishinabek Nation Government, Canada	Following agreement on amendments to Chapter 8 further to negotiations described in Activity C

Provisions of Agreement Addressed:

8.18 Canada will give notice to the Anishinabek Nation if, prior to the fifth anniversary of

the Effective Date, Canada approves a revised model fiscal chapter for general use in modern treaty and self-government negotiations.

- 8.19 Within two years after the receipt of a notice from Canada, the Anishinabek Nation may propose amendments to this Chapter based on the revised model fiscal chapter referred to in section 8.18.
- 8.20 Within six months after the date the Anishinabek Nation proposes amendments, the Parties will commence negotiations with a view to reaching agreement on amendments to this Agreement that replace this Chapter with a revised chapter that is based upon the revised model fiscal chapter.
- 8.21 Should the Parties agree on amendments to this Chapter further to the negotiations referred to in section 8.20, the Parties will give effect to those amendments in accordance with Chapter 14.

Chapter 9: ACCESS TO INFORMATION AND PRIVACY SHEET 9-1

Project: Access to Information and Privacy

Referenced Provisions: 9.1, 9.2, 9.3, 9.4, 9.7

Responsible Party: Anishinabek Nation Government, Canada

Planning Assumptions:

It is assumed that policies and procedures to safeguard E'Dbendaagzijig information will be developed in order to build confidence in the information systems including the requirement to have an agreement with each First Nation that ratifies the Governance Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Recommend to Parliament amendments to the <i>Access to Information Act</i> and the <i>Privacy Act</i> , in accordance with Sections 9.1 and 9.2	9.1 9.2	Canada, Anishinabek Nation Government	With enabling legislation
B	Enter into agreements in respect of the collection, protection, retention, use, disclosure, or confidentiality of data and information	9.3	A First Nation Government or the Anishinabek Nation Government and Canada, or a First Nation Government and the Anishinabek Nation Government	At discretion
C	Provide information requested by a First Nation Government or Anishinabek Nation Government, in accordance with Chapter 9	9.4	Canada	As required
D	Develop and maintain a system to provide E'Dbendaagzijig with access to information held by the First Nation Government, the Anishinabek Nation Government and Anishinaabe Institutions	9.7	Each First Nation Government and the Anishinabek Nation Government	At discretion, ongoing

Provisions of Agreement Addressed:

- 9.1 Canada will recommend to Parliament amendments to the *Access to Information Act* and the *Privacy Act* to protect from disclosure, information provided in confidence by a First Nation or the Anishinabek Nation as if it were information provided to Canada by another government in Canada.
- 9.2 Canada will recommend to Parliament amendments to the *Privacy Act* to allow a First Nation or the Anishinabek Nation access to information necessary for a First Nation or the Anishinabek Nation to exercise its law-making powers and other authorities under this Agreement.
- 9.3 A First Nation or the Anishinabek Nation may enter into agreements with Canada or one another in respect of the collection, protection, retention, use, disclosure, or confidentiality of data and information.
- 9.4 Canada may provide information to a First Nation or the Anishinabek Nation, in confidence, provided the First Nation or the Anishinabek Nation has enacted a law for the protection of confidential information or has entered into an agreement with Canada for the protection of confidential information.
- 9.7 Each First Nation and the Anishinabek Nation will develop and maintain a system to provide E'Dbendaagzijig with access to information held by the First Nation Government, the Anishinabek Nation Government and Anishinaabe Institutions.

Cross-Referenced and Related Provisions:

- 9.8 In developing exemptions to access to information, each First Nation and the Anishinabek Nation will be guided by the exemptions contained in existing access to information and privacy legislation in Canada.

Chapter 10:**TRANSITIONAL PROVISIONS****SHEET 10-1****Project:** Enacting Initial Laws**Referenced Provisions:** 10.10, 10.11**Responsible Party:** Anishinabek Nation Government, First Nation Governments**Planning Assumptions:**

The First Nations that ratify the Governance Agreement will have a ratified written constitution which will determine the law-making processes to determine leadership selection, including powers and duties, citizenship, and financial accountability.

The Anishinabek Nation Government has adopted its constitution, *Anishinaabe Chi-Naaknigewin*, which will determine the law-making process for leadership selection and financial accountability.

At least 120 days prior to the Effective Date templates for First Nation leadership selection, citizenship and financial administration laws will be developed. Each First Nation will conduct consultations on the three laws and prepare to enact them in accordance with their constitutions within six months following Effective Date.

Each First Nation Government will have policies, procedures, other laws or bylaws that will be impacted by these laws. They will have to be reviewed to determine the impact of the three laws.

At least twelve months prior to the Effective Date a draft Anishinabek Nation Leadership selection law and financial administration law will have to be developed and consultations begun with the Anishinabek Nation.

	Activities	Section	Responsible Party	Timeframe
A	Develop and maintain templates for leadership selection, citizenship and financial administration laws	10.10 10.11	Anishinabek Nation Government, First Nation Governments	120 days prior to the Effective Date, ongoing
B	Prepare and enact initial leadership, citizenship, and financial administration laws in accordance with First Nation law-making processes and <i>Anishinaabe Chi-Naaknigewin</i>	10.10	First Nation Governments	Within six months following Effective Date

C	Prepare and enact initial leadership and financial administration laws in accordance with Anishinabek Nation law-making processes and <i>Anishinaabe Chi-Naaknigewin</i>	10.11	Anishinabek Nation Government	Within 12 months of Effective Date
D	Provide an official copy of the initial laws described in Activities B and C to the Anishinabek Nation Repository	10.10	Anishinabek Nation Government, First Nation Governments	Within 30 days of enacting of laws

Provisions of Agreement Addressed:

10.10 As soon as practicable after the Effective Date, each First Nation will enact:

- (a) a leadership selection law;
- (b) an E'Dbendaagzijig law; and
- (c) a financial administration law.

10.11 As soon as practicable after the Effective Date, the Anishinabek Nation will enact:

- (a) a leadership selection law; and
- (b) a financial administration law.

Chapter 11: RELATIONSHIP OF LAWS

SHEET 11-1

Project: Canada's New International Legal Obligations

Referenced Section: 11.12

Responsible Party: Canada, First Nation Governments, Anishinabek Nation Government

Planning Assumptions:

Canada will consult on any new International Legal Obligation that may affect a First Nation Government that ratifies the Agreement or the Anishinabek Nation Government.

This is an ongoing activity.

Once the Anishinabek Nation Governance Agreement takes effect, Canada will notify First Nation Governments or Anishinabek Nation Government if Canada contemplates International Legal Obligations that might affect First Nation or Anishinabek Nation laws.

The First Nation Governments will determine whether a First Nation Government or the Anishinabek Nation will provide input to Canada.

	Activities	Section	Responsible Party	Timeframe
A	Provide an opportunity for a First Nation or Anishinabek Nation, either separately or through a forum, to make their views known with respect to any international treaty that may adversely affect a right of the First Nation or Anishinabek Nation flowing from the Agreement	11.12	Canada	Prior to Canada consenting to be bound by the International Treaty and in a manner to allow for meaningful discussion
B	Make views known to Canada	11.12	First Nation Governments or Anishinabek Nation Government	Within reasonable period of time following Activity A
C	Give full and fair consideration to any views presented	11.12	Canada	After receiving views described in Activity B

D	Prepare position, taking into account the commitment of the Parties to the integrity of the Governance Agreement, and inform the First Nation or Anishinabek Nation	11.12	Canada	Within reasonable period of time following Activity C
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Provisions of Agreement Addressed:

- 11.12 Prior to expressing consent to be bound by an International Treaty which would give rise to a new International Legal Obligation, compliance with which may adversely affect a right of a First Nation or the Anishinabek Nation under this Agreement, Canada will consult with the First Nation or the Anishinabek Nation with respect to the International Legal Obligation, either separately or through a forum that Canada determines is appropriate.

Chapter 11:

RELATIONSHIP OF LAWS

SHEET 11-2

Project: Canada's Compliance with Its International Legal Obligations

Referenced Section: 11.13, 11.14, 11.15

Responsible Party: First Nation Governments, Anishinabek Nation Government, Canada

Planning Assumptions:

Canada will notify the First Nations that ratify the Agreement or the Anishinabek Nation Government if a law of or other exercise of authority of the First Nation Governments or the Anishinabek Nation Government will put Canada in a state of non-compliance with an International Legal Obligation. Canada, the First Nation Governments, or the Anishinabek Nation Government will discuss potential remedies.

This is an ongoing activity.

Once the Anishinabek Nation Governance Agreement takes effect, Canada will notify First Nation Governments or Anishinabek Nation Government if Canada contemplates International Legal Obligations that might affect First Nation or Anishinabek Nation laws.

The First Nation Governments will determine whether a First Nation Government or the Anishinabek Nation will provide input to Canada.

	Activities	Section	Responsible Party	Timeframe
A	Inform a First Nation Government or the Anishinabek Nation Government if their law or exercise of authority adversely affects Canada's ability to comply with its International Legal Obligation	11.13	Canada	As soon as possible once Canada has been made aware of the non-compliance
B	Discuss how a law or exercise of authority can be modified so compliance is maintained	11.13	First Nation Governments or Anishinabek Nation Government and Canada	As soon as possible after notice described in Activity A is given

C	Notify a First Nation Government or Anishinabek Nation Government if Canada has to appear before an International Tribunal as a result of a First Nation Government's law or Anishinabek Nation Government's law or exercise of authority	11.14	Canada	After Canada has received notice from an International Tribunal
D	Discuss with the First Nation Government or Anishinabek Nation Government the development of positions taken by Canada before an International Tribunal	11.14	First Nation Governments or Anishinabek Nation Government and Canada	Following activity C
E	Assist in the preparation of Canada's position, including the provision of documents or witnesses	11.14	First Nation Governments or Anishinabek Nation Government	At the request of Canada
F	Take corrective measures in the event that an International Tribunal finds non-compliance resulting from a First Nation Government or Anishinabek Nation Government law or exercise of authority and enable Canada to comply with the International Legal Obligation	11.15	First Nation Governments or Anishinabek Nation Government	At the request of Canada

Provisions of Agreement Addressed:

- 11.13 Where Canada informs a First Nation or the Anishinabek Nation that a law or other exercise of authority of that First Nation or the Anishinabek Nation under this Agreement will adversely affect Canada's ability to comply with an International Legal Obligation, that First Nation or the Anishinabek Nation and Canada will discuss how the law or other exercise of authority could be modified so that Canada is able to comply with the International Legal Obligation.

- 11.14 Where Canada's compliance with an International Legal Obligation is under consideration by an International Tribunal as a result of a law or other exercise of authority of a First Nation or the Anishinabek Nation under this Agreement, Canada will notify the First Nation or the Anishinabek Nation. Further, Canada and that First Nation or the Anishinabek Nation will discuss the development of the position to be taken by Canada before the International Tribunal regarding the law or other exercise of authority of the First Nation or the Anishinabek Nation. If requested by Canada, the First Nation and the Anishinabek Nation will assist Canada in the preparation of Canada's position, including by providing documents and witnesses in relation to the law or other exercise of authority of the First Nation or the Anishinabek Nation. The specific means of participation will be discussed by Canada and the First Nation or the Anishinabek Nation.
- 11.15 If there is a finding by an International Tribunal of non-compliance by Canada with an International Legal Obligation attributable to a law or other exercise of authority of a First Nation or the Anishinabek Nation under this Agreement, the First Nation or the Anishinabek Nation will, at the request of Canada, take such measures as may be necessary to enable Canada to comply with the International Legal Obligation.

Chapter 12: RELATIONSHIP WITH EDUCATION AGREEMENT**SHEET 12-1****Project:** Coordination with the Anishinabek Nation Education Agreement**Referenced Provisions:** 12.2, 12.3**Responsible Party:** Anishinabek Nation Government, First Nation Governments**Planning Assumptions:**

There will be at least some First Nations that are party to both the Anishinabek Nation Governance and Education Agreements. A First Nation that is a party to this Agreement and to the Anishinabek Nation Education Agreement will exercise its law-making powers and other authorities under the Anishinabek Nation Education Agreement through its First Nation Government.

	Activities	Section	Responsible Party	Timeframe
A	Exercise law-making powers and other authorities under the Anishinabek Nation Education Agreement through the First Nation Government	12.2	First Nation Governments also signatory to the Anishinabek Nation Education Agreement	Ongoing
B	Address education and operational matters, including representation within the structures of the Anishinabek Nation Government	12.3(a)	Anishinabek Nation and those First Nation Governments also signatory to the Anishinabek Nation Education Agreement	As soon as practicable after ratifying the Governance Agreement or Anishinabek Nation Education Agreement if already a signatory to the Governance Agreement
C	Take measures to avoid the duplication of activities, functions and processes relating to the implementation of the Governance Agreement and the Anishinabek Nation Governance Agreement	12.3(b)	Anishinabek Nation and First Nation Governments also signatory to the Anishinabek Nation Education Agreement	As soon as practicable after ratifying the Governance Agreement or Anishinabek Nation Education Agreement if already a signatory to the Governance Agreement

Provisions of Agreement Addressed:

- 12.2 A First Nation that is a party to this Agreement and to the Anishinabek Nation Education Agreement will exercise its law-making powers and other authorities under the Anishinabek Nation Education Agreement through its First Nation Government.
- 12.3 As soon as practicable after the First Nation ratification of the Anishinabek Nation Governance Agreement, the First Nations that ratified the Anishinabek Nation Education Agreement, the First Nations that ratified the Anishinabek Nation Governance Agreement, and the Anishinabek Nation Government will:
- (a) address education and operational matters, including representation within the structures of the Anishinabek Nation Government; and
 - (b) take measures to avoid the duplication of activities, functions and processes relating to the implementation of this Agreement and the Anishinabek Nation Education Agreement.

Chapter 12: RELATIONSHIP WITH EDUCATION AGREEMENT

SHEET 12-2

Project: Amalgamation of the Fiscal Agreement

Referenced Provisions: 12.5

Responsible Party: Anishinabek Nation Government, First Nation Governments and Canada

Planning Assumptions:

There will be at least some First Nations that are party to both the Anishinabek Nation Governance and Education Agreements. It is best to amalgamate the Fiscal Agreements A First Nation that is a party to this Agreement and to the Anishinabek Nation Education Agreement will exercise its law-making powers and other authorities under the Anishinabek Nation Education Agreement through its First Nation Government.

	Activities	Section	Responsible Party	Timeframe
A	Meet to discuss basic elements of an amalgamated fiscal agreement	12.5	Anishinabek Nation and First Nation Governments also signatory to the Anishinabek Nation Education Agreement	Two years after the Effective Date
B	Develop a work-plan to amalgamate the Anishinabek Nation Education and Anishinabek Nation Governance Fiscal Agreement	12.5	Parties identified in Activity A	Two years after the Effective Date
C	Finalize amendments to amalgamate the Anishinabek Nation Education and Anishinabek Nation Governance Fiscal Agreement	12.5	Parties identified in Activity A	Three years after the Effective Date
D	Propose amendments to Canada	12.5	Parties identified in Activity A	Three and a half years after the Effective Date
E	Review proposed amendments and give full and fair consideration to proposal	12.5	Canada	Within a reasonable period of time following Activity D

F	Finalize proposed amendments	12.5	Parties identified in Activity A and Canada	Within a reasonable period of time following Activity E
G	Undertake necessary actions to give effect to the amendment	12.5	Parties identified in Activity A and Canada	Within a reasonable period of time following Activity F

Provisions of Agreement Addressed:

- 12.5 The first subsequent Anishinabek Nation Fiscal Transfer Agreement will amalgamate the fiscal transfer agreements for this Agreement and the Anishinabek Nation Education Fiscal Transfer Agreement into a single fiscal transfer agreement.

Chapter 13: FUTURE NEGOTIATIONS**SHEET 13-1****Project:** Request for Negotiations of Future Jurisdictions**Referenced Provisions:** 13.2, 13.3, 13.4, 13.7**Responsible Party:** First Nation Governments, Anishinabek Nation Government, Canada**Planning Assumptions:**

Anishinabek Nation and First Nations will seek to negotiate other jurisdictions with Canada, as per the list in Section 13.1 (a – r) in the Anishinabek Nation Governance Agreement.

Where agreed to by the Parties, some provisions of the Governance Agreement may be adopted in future self-government agreements.

	Activities	Section	Responsible Party	Timeframe
A	Provide written notice to Canada of interest to enter into discussions related to the negotiation of an additional self-government agreement	13.2	First Nation Governments or Anishinabek Nation Government	As desired following Effective Date
B	Initiate preliminary discussions to confirm that there is sufficient common understanding to proceed with negotiations, in accordance with Section 13.3	13.2 13.3	Parties identified in Activity A, and Canada	Within a reasonable amount of time following the receipt of notice of interest from Anishinabek Nation and or First Nation
C	Initiate negotiations	13.2	Parties identified in Activity A, and Canada	As soon as feasible following Activity B
D	Consider involvement of the Province of Ontario in negotiations	13.7	Parties identified in Activity A, Canada, Ontario	As required
E	Develop negotiated self-government agreement	13.4	Parties identified in Activity D	As soon as feasible following agreement to negotiate

F	Ratify negotiated Agreement	13.2	Anishinabek Nation, First Nations, Canada	Following completion of negotiated arrangements
G	Bring negotiated Agreement into effect by required executive or legislative measure	13.2	Parties identified in Activity D	As required, following Activity F

Provisions of Agreement Addressed:

13.2 When any Party seeks to negotiate a self-government agreement contemplated by section 13.1, that Party will notify the other Parties, and, where there is an agreement to negotiate, the Parties will meet as soon as is practical to commence the negotiations.

13.3 In the negotiation of a self-government agreement pursuant to section 13.1, the Parties will:

- (a) negotiate in good faith;
- (b) provide to one another, in a timely manner, policy, research, program information or documentation that is relevant to the negotiation of the agreement, except that which the Parties are not required to disclose under the exercise of any privilege or any law;
- (c) jointly undertake to seek ways and means to address the resource requirements in order to ensure that each Party effectively participates in the negotiation of the agreement;
- (d) use reasonable efforts to build consensus and to focus the negotiations on common interests;
- (e) participate as full and equal partners; and
- (f) take into consideration gender equity and other factors, including race, and ethnicity, religion, age and mental or physical disability
- (g) negotiate with one another based on the principle of mutual respect.

13.4 Any agreement concluded pursuant to section 13.1, will include, among other things:

- (a) description of the law-making powers or other authorities to be exercised by

the First Nations or the Anishinabek Nation;

(b) rules to govern the relationship between laws;

(c) the identification of any provisions of the Indian Act or other legislation that will no longer apply; and

(d) any other matter agreed to by the Parties.

13.7 The Parties agree that subject matters for future negotiations that may affect areas of provincial jurisdiction may require the participation of Ontario.

Cross-Referenced and Related Provisions:

13.1 The Parties may agree to negotiate additional self-government agreements to
(a-r) recognize the exercise of law-making powers or other authorities by the First Nations or the Anishinabek Nation in areas not addressed in this Agreement, including (*list a – r, as per the present section of the Agreement*).

13.5 Except as otherwise agreed to by the Parties, a self-government agreement negotiated pursuant to section 13.1 will be part of this Agreement and will be added as a Schedule to this Agreement.

13.6 Prior to the approval of future self-government agreements negotiated pursuant to section 13.1, the Anishinabek Nation Government and Canada will negotiate such amendments as may be required to this Agreement and the Nation Fiscal Transfer Agreement.

Chapter 14:

AMENDMENTS

SHEET 14-1

Project: Amendment of the Governance Agreement

Referenced Provisions: 14.2, 14.3

Responsible Party: First Nation Governments, Anishinabek Nation Government, Canada

Planning Assumptions:

All Parties must agree to amendments to the Governance Agreement. Amendments to the Governance Agreement must be in writing.

	Activities	Section	Responsible Party	Timeframe
A	Notify other Parties where need to amend the Agreement is identified, and provide any proposed amendment, in writing, to the Parties	14.2	Anishinabek Nation Government, First Nation Governments, Canada	At discretion
B	Enter negotiations to amend the Agreement where an amendment is required	14.2	Anishinabek Nation Government, First Nation Governments, Canada	As soon as possible following agreement among the Parties of the need to amend the Agreement
C	Amend the Agreement in accordance with Chapter 14 of the Governance Agreement	14.2 14.3	Anishinabek Nation Government, First Nation Governments, Canada	Following agreement among the Parties to specific amendments
D	Review the Implementation Plan and make best efforts to update the Plan in accordance with changes to the Agreement, where required	14.2	Anishinabek Nation Government, First Nation Governments, Canada	As soon as amendment has been approved

Provisions of Agreement Addressed:

14.2 This Agreement may only be amended in writing by the Parties.

Cross-Referenced and Related Provisions:

14.3 The consent to any amendment will be effected in the following order:

- (a) in the case of the First Nations and the Anishinabek Nation, by a Grand Council Resolution passed by a majority of the First Nations; and
- (b) in the case of Canada, by the Minister of Indian Affairs and Northern Development signing an amendment as authorized by the Governor in Council and, if required, the enactment of federal legislation giving effect to the amendment.

14.4 An amendment to this Agreement will take effect on a date agreed to in writing by the Parties.

Chapter 14:**AMENDMENTS****SHEET 14-2****Project:** Adding a First Nation to the Governance Agreement**Referenced Provisions:** 14.5, 14.6, 14.7**Responsible Party:** Anishinabek Nation Government, Canada**Participant/Liaison:** Interested First Nation**Planning Assumptions:**

A First Nation seeking to become a party to the Governance Agreement will hold a ratification vote the same as the other First Nations who have ratified the agreement. First Nations will follow process outlined in the Governance Agreement, Chapters 14, 15.

Once a First Nation becomes a party to the Governance Agreement, they will be required to comply with the obligations set out in the Governance Agreement.

It could take up to 2 years for a First Nation to become a First Nation under the Governance Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Notify Anishinabek Nation Government in writing of request to be added to the Governance Agreement	14.5	Interested First Nation	At discretion
B	Inform the interested First Nation of relevant sections of the Governance Agreement for adding new First Nation parties	14.5	Anishinabek Nation Government	Following receipt of notice described in Activity A
C	Negotiate any required amendments and take necessary steps to add a First Nation as a Party to the Agreement	14.6	Anishinabek Nation Government, Canada	Within a reasonable period of time following Activity B
D	Follow ratification process as set out in Chapter 15 of the Governance Agreement and Activity Sheet 15-1	14.6	Interested First Nation	Following Activity C

E	Review and approve associated amendments to the Fiscal Agreement and Implementation Plan	14.5 14.7	Anishinabek Nation Government and Canada	As agreed upon by the Parties
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Provisions of Agreement Addressed:

- 14.5 Subject to section 14.6, this Agreement may be amended to include a First Nation who is not a Party to this Agreement as of the Effective Date.
- 14.6 A First Nation seeking to be a Party to this Agreement will be required to follow the ratification process set out in sections 15.2 to 15.7 of this Agreement.
- 14.7 Prior to the ratification of this Agreement by a First Nation referred to in section 14.5, the Parties will negotiate such amendments as may be required to the Anishinabek Nation Fiscal Transfer Agreement, the Implementation Plan and Schedule B.

Cross-Referenced and Related Provisions:

- 15.5 Ratification of this Agreement requires a minimum of 25% plus 1 of a First Nation's Eligible Voters vote "YES" and those who vote "YES" represent a majority of those who voted.
- 15.6 Notwithstanding section 15.5, where the minimum of 25% plus 1 is not achieved but a majority of those who voted, voted "YES", the First Nation may call a second vote within a timeframe agreed to by the Parties:
- (a) where there are more "YES" votes than "NO" votes in the second vote, the First Nation is deemed to have ratified this Agreement pursuant to this Chapter; and
 - (b) the ratification protocol will apply to the second vote with necessary modifications as agreed to by the Parties.
- 15.7 The Parties will establish a Ratification Committee consisting of one (1) individual appointed by the First Nations and one (1) individual appointed by Canada unless otherwise agreed to in writing by the Parties.

Chapter 15:

RATIFICATION

SHEET 15-1

Project: Ratification

Referenced Provisions: 15.3, 15.7-15.12, 15.14-15.17

Responsible Party: First Nation Governments, Anishinabek Nation Government, Canada

Planning Assumptions:

It is understood that this activity will be completed within 18 months leading up to Effective Date, and serves as a guide for First Nations seeking to become a party to the Agreement.

	Activities	Section	Responsible Party	Timeframe
A	Develop procedures and rules to be implemented by the Ratification Committee for the ratification vote	15.9	Anishinabek Nation, First Nation Governments, Canada	As soon as possible before Effective Date
B	Agree upon the cost associated with the ratification of the Agreement	15.16	Anishinabek Nation Government, Canada	Prior to the commencement of the ratification process
C	Prepare a joint communications strategy for how the results of the ratification votes will be shared	15.10	Anishinabek Nation, First Nation Governments, Canada	Within a reasonable amount of time prior to the ratification vote
D	Take reasonable steps to inform Eligible Voters of the vote, in accordance with Section 15.3	15.3	First Nation Governments	Within a reasonable amount of time prior to the ratification vote
E	Establish Ratification Committee, in accordance with Section 15.7	15.7	Anishinabek Nation, First Nation Governments, Canada	As required
F	Oversee the conduct of the ratification process set out in the protocol identified in Activity A	15.8	Ratification Committee	As so instructed by the Parties, following Activity E

G	Provide a written report to the Parties setting out the official results of each First Nation's ratification vote	15.11	Ratification Committee	As soon as practicable after the last day of the ratification vote
H	Meet to discuss any implications of the outcome of the vote and any further course of action	15.12	Anishinabek Nation Government, Canada	Within 21 days after the ratification vote
I	Take necessary steps to federally ratify the Agreement, in accordance with Sections 15.14 and 15.17	15.14 15.17	Canada	Following Activity H

Provisions of Agreement Addressed:

- 15.3 Prior to the ratification vote being conducted, each First Nation will take reasonable steps to inform its Eligible Voters of:
- (a) their right to vote and how that right can be exercised; and
 - (b) this Agreement, the Anishinabek Nation Fiscal Agreement and the Implementation Plan.
- 15.7 The Parties will establish a Ratification Committee consisting of one (1) individual appointed by the First Nations and one (1) individual appointed by Canada unless otherwise agreed to in writing by the Parties.
- 15.8 The Ratification Committee will oversee the conduct of the ratification process set out in the protocol.
- 15.9 The Parties will determine the procedures and rules for the Ratification Committee to implement the ratification vote, which shall be in accordance with the principles of natural justice.
- 15.10 Prior to the ratification vote, the Parties will prepare a joint communications strategy for how the results of the ratification votes will be shared.
- 15.11 As soon as practicable after the last day of the ratification vote, the Ratification Committee will provide a written report to the Parties setting out the official results of each First Nation's ratification vote.

- 15.12 The authorized representatives of the Anishinabek Nation and Canada will meet within twenty-one (21) days after the ratification vote to discuss any implications and any further course of action.
- 15.14 Following ratification by the First Nations, a Minister authorised to do so will seek the approval to:
- (a) sign this Agreement and the Anishinabek Nation Fiscal Agreement; and
 - (b) introduce legislation in Parliament to give effect to this Agreement.
- 15.15 Canada will have ratified this Agreement when the federal legislation giving legal effect to this Agreement comes into force.
- 15.16 Canada will pay the costs associated with the ratification of this Agreement in an amount agreed upon by the Anishinabek Nation and Canada prior to the commencement of the ratification process.
- 15.17 Canada will consult with the First Nations in the preparation of the federal legislation by providing:
- (a) drafts of the legislation;
 - (b) a reasonable opportunity for the First Nations to present their comments on the draft legislation; and
 - (c) a timely written response to any comments received from the First Nations.

Cross-Referenced and Related Provisions:

- 15.2 The process to be used by each First Nation to ratify this Agreement is set out in the ratification protocol and will be guided by, among other things, the following principles:
- (c) openness and transparency;
 - (d) opportunities for Eligible Voters of a First Nation to participate in the ratification of the Agreement; and
 - (e) access to information.

Chapter 16:

IMPLEMENTATION

SHEET 16-1

Project: Establishment of Implementation and Operations Committee

Referenced Provisions: 16.7, 16.8, 16.10, 16.11

Responsible Party: Anishinabek Nation Government, First Nation Governments, Canada

Planning Assumptions:

The Parties will each identify a person to represent their interests on the Implementation and Operations Committee.

	Activities	Section	Responsible Party	Timeframe
A	Identify one person (each) to represent each Party on the Implementation and Operations Committee, and notify the other Parties in writing of the designates	16.7	First Nation Governments, Anishinabek Nation Government, and Canada	For Effective Date
B	Develop and adopt a terms of reference for the Implementation and Operations Committee consistent with the Anishinabek Nation Governance Agreement	16.7	Implementation and Operations Committee	For Effective Date
C	Meet as per the Anishinabek Nation Governance Agreement	16.7	Implementation and Operations Committee	As required
D	Ensure that an annual update on the implementation of the Agreement is prepared and made publicly available	16.8 16.10	Implementation and Operations Committee	As soon as practicable following the end of each fiscal year
E	Make recommendations to the Parties regarding the first Implementation Plan, including whether activities have been completed, any extension to the Implementation Plan, and any ongoing role for the Implementation and Operations Committee	16.11	Implementation and Operations Committee	No later than the year prior to the expiry of the first Implementation Plan

F	Notify the other Parties, in writing, of any new or replacement Implementation and Operations Committee representative	16.7	First Nation Governments, Anishinabek Nation Government, and Canada	As required
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Provisions of Agreement Addressed:

16.7 On the Effective Date, the Implementation and Operations Committee will be established comprised of three (3) representatives: one (1) for Canada, one (1) for the First Nations and one (1) for the Anishinabek Nation.

16.8 The Implementation and Operations Committee will:

- (a) monitor and assess the implementation of this Agreement and the Anishinabek Nation Fiscal Transfer Agreement;
- (b) identify any implementation issues and provide advice and recommendations to the Parties on ways implementation can be strengthened including whether any amendments to this Agreement or the Anishinabek Nation Fiscal Transfer Agreement should be considered;
- (c) attempt to resolve implementation issues informally, to prevent or minimize disputes;
- (d) meet at the request of a Party to assess impacts and recommend steps that may be taken to address a situation where a Party may be unable to meet an obligation under this Agreement;
- (e) amend the Implementation Plan by agreement in writing;
- (f) ensure that an annual update on the implementation of this Agreement is prepared;
- (g) establish the procedures and rules to govern its operation;
- (h) establish working groups as required;
- (i) make decisions by unanimous agreement;
- (j) meet annually or more often as required;

- (k) seek advice or support as required;
 - (l) operate for the term of the Implementation Plan or any other period agreed to in writing by the Anishinabek Nation and Canada; and
 - (m) address any other matters as agreed to by the Parties.
- 16.10 Canada will make the annual update provided for in sub-section 16.8(f) publicly available.
- 16.11 In the year prior to the expiry of the first Implementation Plan, the Implementation and Operations Committee will make recommendations to the Parties on:
- (a) whether the activities set out in the Implementation Plan have been completed;
 - (b) whether the Implementation Plan should be extended; and
 - (c) any on-going role for the Implementation and Operations Committee.

Cross-Referenced and Related Provisions:

- 16.9 Each Party is responsible for its own costs of participation in the Implementation and Operations Committee.

Chapter 17: DISPUTE RESOLUTION**SHEET 17-1****Project:** Dispute Resolution**Referenced Provisions:** 17.3, 17.4, 17.8, 17.22, 17.25**Responsible Party:** First Nation, Anishinabek Nation, Canada**Planning Assumptions:**

It is understood that the parties to a dispute will use best efforts to prevent or minimize disputes. Where best efforts to prevent a dispute are not successful, the parties to the dispute agree to follow a staged approach to dispute resolution, based on initial written notice of the matter, collaborative negotiation, mediation, and finally arbitration.

A dispute related to the calculation of the Transfer Payment will not be referred to arbitration. A dispute related to Canada's compliance with an International Legal Obligation or International Tribunal determination will not be referred to dispute resolution.

	Activities	Section	Responsible Party	Timeframe
A	Develop process for the selection of mediators and arbitrators	17.8	Implementation and Operations Committee	As soon as practicable after Effective Date
B	Identify and resolve disputes as quickly and as cost-effectively as practicable	17.3	parties to a dispute	As required, and prior to referral for resolution through the Chapter 17 dispute resolution process
C	Provide initial written notice of the matter in dispute pursuant to Section 17.9	17.4	parties to a dispute	Following attempt to resolve dispute through discussion
D	Participate in collaborative negotiations pursuant to Section 17.10	17.4	parties to a dispute	As required, following receipt of notice identified in Activity C
E	Participate in mediation pursuant to sections 17.11 to 17.14	17.4	parties to a dispute	As required, following Activity D
F	Participate in arbitration pursuant to sections 17.16 to 17.19	17.4	parties to a dispute	As required, following Activity E

Provisions of Agreement Addressed:

- 17.2 The Parties will use best efforts to prevent or minimize disputes in relation to the interpretation, application or implementation of this Agreement, including disputes, which may affect the delivery of Federally Supported Programs and Services.
- 17.3 Where the best efforts to prevent a dispute are not successful, the parties to the dispute agree to:
- (a) identify and resolve the dispute as quickly and as cost-effectively as practicable; and
 - (b) participate in good faith in the dispute resolution processes set out in this Chapter.
- 17.4 Except as provided for in this Agreement and prior to referring a dispute to a court, a dispute will progress through the following stages until resolved:
- (c) initial written notice of the matter in dispute pursuant to section 17.9;
 - (d) collaborative negotiations pursuant to section 17.10;
 - (e) mediation pursuant to sections 17.11 to 17.14; and
 - (f) arbitration pursuant to sections 17.16 to 17.19.
- 17.8 The Implementation and Operations Committee may develop and maintain a roster of qualified mediators and arbitrators.
- 17.22 A dispute related to the calculation of the Transfer Payment will not be referred to arbitration.
- 17.25 A dispute regarding Canada's compliance with an International Legal Obligation or a dispute relating to a determination by an International Tribunal concerning Canada's compliance with an International Legal Obligation will not be referred to dispute resolution under this Chapter.