

**PROTOCOL AGREEMENT**  
**Dated this 25th day of March, 2004**

**BETWEEN**

**THE ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION**  
**(hereafter “Party No. 1”)**

**AND**

**THE ALGONQUIN NATION NEGOTIATION DIRECTORATE**  
**(and its Representatives)**  
**(hereafter Party No. 2)**  
**(collectively the “Parties”)**

WHEREAS THE Algonquin Nation has occupied its Territory within the watershed of Kitchi-Sibi, now known as the Ottawa River, since time immemorial;

AND WHEREAS the inherent and aboriginal rights of the Algonquin Nation and the aboriginal title of the Algonquin Nation have at various times been recognized by the Crown but never formalized by the making of a Treaty with the Algonquin Nation;

AND WHEREAS the Algonquin Nation is interested in resuming Treaty Negotiations with the Crown as represented by the governments of Canada and Ontario to secure a treaty that will include a just recognition of Algonquin rights, title, natural resources and governance and will provide for compensation and other matters (the “Algonquin Treaty”);

AND WHEREAS the Parties have the responsibility to take direction from their various constituencies, to manage the Treaty Negotiation and to instruct the Principal Negotiator to secure a successful resolution of the Treaty Negotiations;

AND WHEREAS there is a common intention on the part of the Parties to make reasonable efforts to consult with all persons of Algonquin descent for the purpose of establishing criteria for determining those eligible to meaningfully participate in the deliberations (including providing effective instructions to the Principal Negotiator) leading up to and to ultimately benefitting from the Algonquin Treaty.

AND WHEREAS the Parties acknowledge and affirm that a critical preliminary issue to be addressed is an agreement on a joint recommendation on beneficiary eligibility criteria.

**THEREFORE** the Parties hereby covenant and agree with each other as follows:

## **Beneficiary Eligibility Criteria**

1. The Parties acknowledge and affirm that a critical preliminary issue to be addressed is a joint agreement on beneficiary eligibility criteria to be included in an Algonquin Treaty, and to this end the Parties have committed to make every reasonable effort to secure agreement on this issue on or before the 30<sup>th</sup> day of June, 2004.
2. The Parties agree that if they are unable to come to a joint agreement on beneficiary eligibility criteria, they will participate in good faith in mediation, and if that fails, arbitration to resolve that issue as more expressly set out in the Beneficiary Eligibility Workplan (the "Workplan"). A summary of the Workplan is annexed as Schedule 1 to this Protocol Agreement.
3. For greater certainty, the Parties affirm that any agreement on beneficiary eligibility criteria that is made by them is ultimately subject to approval by those people who are identified as beneficiaries pursuant to the beneficiary eligibility criteria that are established as part of the ratification of the Algonquin Treaty.

## **Implementation**

4. The parties agree with the principles expressed within the Workplan and agree to make every effort to successfully implement that Workplan and meet the objectives/deliverables within the timeframes set out therein.
5. Once the beneficiary eligibility criteria have been agreed to and established, the Parties agree to take all steps as are reasonable and practical to immediately implement those criteria.

## **General**

6. The Parties acknowledge that Robert J. Potts ("Potts") has been retained by each of them as the Principal Negotiator and Senior Legal Counsel in relation to the negotiations among the Algonquin Nation in Ontario, the Crown in right of Canada ("Canada") and the Crown in right of Ontario ("Ontario") towards the creation of the Algonquin Treaty in accordance with a Framework Agreement entered into on August 25, 1994 a copy of which is annexed hereto as Schedule 2 (the "Framework Agreement").
7. The Parties acknowledge that they have authorized Potts to meet with and take instructions from each of them and their respective representatives, and to open lines of communication and consult with other persons or groups of persons of Algonquin descent who are not currently represented by either of the Parties, and to meet with negotiators and officials representing Ontario and Canada in respect of the establishment of beneficiary eligibility criteria.

8. The Parties agree that Potts shall speak for the Algonquin Nation in Ontario during negotiation sessions and shall act as the principal liaison with the Chief Negotiators for Canada and Ontario at all times.
9. The Parties have agreed that Potts identify and recommend the contracting of professional expertise to assist him preliminary to and during the negotiations.
10. The Parties agree that they will attend joint meetings with Potts when appropriate and as more expressly set out within the Workplan. The Parties agree that Potts shall chair/facilitate those joint meetings in an attempt to arrive at an agreement on beneficiary eligibility criteria by the agreed date set out in the Workplan.
11. The Parties are committed to making all reasonable efforts to provide Potts with compatible instructions.
12. The Parties are committed to the creation or continuation of working groups or other committees to be established as a significant component of the new negotiation process agreed to with Canada and Ontario. The objective and function of the working groups or other committees would be to bring together technical teams from the Parties. These teams would then work to reconcile the different opinions and approaches so that a joint direction on specific negotiation issues can be provided by the Parties.

For greater certainty, if at any time Potts is unable to secure compatible instructions from the Parties he shall not be obligated to continue to represent them. In that event Potts shall immediately cease to act as Principal Negotiator but shall provide the Parties with his advice and recommendations on any further action, including the need for separate or independent legal advice and representation, if required.

13. Once the beneficiary eligibility criteria have been established the Parties agree to take all steps as are reasonable and practical to move forward with a negotiation team (the "Algonquin Negotiation Team") that has the requisite authority to effectively represent those persons identified (by the beneficiary eligibility criteria that is established) as people of Algonquin descent and thereby provide meaningful instructions to Potts to complete negotiations with Canada and Ontario leading to the Algonquin Treaty.
14. The Algonquin Negotiation Team, in conjunction with Potts, shall undertake a review of the interests of the Algonquin Nation in Ontario, Canada and Ontario in relation to the various issues set out within the Framework Agreement.
15. The Parties agree that following this process the Algonquin Negotiating Team shall direct Potts to make a recommendation on the outlines of a possible Algonquin Treaty with the intention of thereafter engaging in meaningful negotiations with Canada and Ontario towards the resolution of that Treaty.

16. The Parties agree that they may enter into other private and/or public agreements with each other to facilitate reaching a jointly supported beneficiary eligibility criteria.

### **Funding of Negotiations**

17. The Parties agree to work co-operatively to secure negotiation funding from Canada and Ontario to support the Negotiations and, to that end, to continue to co-operate on joint workplans and other work to support funding requests, taking into account the advice and recommendations of Potts.


### **Communications**

18. The Parties acknowledge the critical role of communications to successful negotiations, and commit to continuing to work co-operatively on communications:
  - a. within the Algonquin Nation in Ontario,
  - b. with the governments of Canada and Ontario; and
  - c. with municipal governments and private parties including the media.
19. The Parties agree to share any and all information pertaining to potential court actions or other matters that have the potential to impact the negotiations and, until another arrangement is agreed to, Potts shall act as a central clearinghouse of such information.

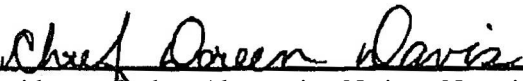
### **General**

20. The Parties agree that this Protocol Agreement and the anticipated jointly agreed to beneficiary eligibility criteria are designed to assist them in fostering Algonquin unity and in working co-operatively towards the best achievable Algonquin Treaty, and is not intended to create or alter legal rights or obligations, including in respect of Indian Status or Canadian Citizenship.
21. This Protocol is intended to be an interim document, and is subject to amendment on the consent of the Parties to meet the changing requirements of the Algonquin Negotiations.
22. This Protocol is subject to termination upon written notice by either party within 30 days.

**On behalf of the Algonquins of Pikwàkanagàn First Nation:**

  
\_\_\_\_\_  
Kirby Whiteduck, Chief

**On behalf of the Algonquin Nation Negotiation Directorate:**

  
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President of the Algonquin Nation Negotiation  
Directorate

## **SCHEDULE 1 TO THE PROTOCOL AGREEMENT**

### **Algonquin Work Plan Summary Algonquin Land Claim Negotiations: Beneficiary Eligibility Working Group Issue November 24, 2003 to June 30, 2004**

#### **FOREWARD:**

The Algonquin Nation has discussed with government the need to resolve "Beneficiary Eligibility Criteria" immediately to provide the necessary framework for effective negotiations to continue by ensuring properly mandated negotiation positions for our new Independent Negotiator Mr. Robert Potts, including a process for receiving instructions and some overall parameters for the negotiation. We have committed to focusing all of our immediate energies to this task.

It is our intention not only to develop a consensus on the beneficiary eligibility criteria within the Algonquin Nation but also, in doing so, to develop a process which will afford our negotiator, Mr. Potts with a sufficient mandating structure to go forward.

The initial proposal to government outlined a six-month process. This budget and work plan has been amended to reflect the six month process beginning November 24, 2003 and will ensure that the beneficiary eligibility issue being focused on will be resolved within realistic and reasonable parameters.

#### **December 1, 2003 - January 30, 2004**

##### **Identifying The Issues and Establishing The Terms Of Reference:**

The two Parties have created two position papers setting out views on beneficiary eligibility criteria. Concerted efforts will be made to finalize those position papers, identify and target the issues in dispute and finalize a Protocol Agreement for resolving that dispute. To do so various meetings of the parties will take place.

##### **Objective/Deliverables**

The objective of this first stage is to create a Protocol Agreement to be executed by the Parties setting out the issues to be addressed with respect to the beneficiary eligibility criteria issue and the process to be followed to resolve that issue.

#### **March - April/04**

(A) Technical Working Group composed of 12 members will meet twice monthly during these months (rotating between Golden Lake and other locations) in an effort to resolve the issues identified in the Position Papers all pursuant to the Terms of Reference.

(B) One full Meeting of the Parties will be held in Golden Lake late February, 2004 for the purpose of discussing the progress made by The Technical Working Group, to build a momentum towards the settlement of the issues and in an attempt to reach an interim resolution of those issues:

(C) Attend Community Meetings to properly inform interested parties and to acquire feedback from them:

#### **Newsletters**

Four newsletters will be produced during so as to keep the potential beneficiaries informed.

#### **Objective/Deliverables**

A joint report on the level of divergence/consensus and a joint report on the roadmap to achieve consensus.

#### **April - June/04**

(A) Technical Working Group composed of 12 members will meet once in April in a continuing effort to resolve the issues identified in the Position Papers all pursuant to the Terms of Reference.

(B) One further full Meeting of the Parties will be held in Golden Lake in early May, 2004 for the purpose of discussing the progress made by The Technical Working Group, to continue to build a momentum towards the settlement of the issues and in an attempt to reach an interim resolution of those issues:

#### **Newsletters**

Two additional newsletters will be produced during the course of these discussions in this period to report the success of the process and to prepare each Party for active negotiations.

#### **Objective/Deliverables**

The objective at this stage is to continue to engage the Parties and all potential beneficiaries in a thorough discussion of the beneficiary eligibility criteria issue. Through this series of public meetings that are contemplated, a basis for reaching a consensus on this issue will not only improve the level of communication within the Algonquin Nation, but also provide a roadmap for achieving similar consensus on the other relevant issues to be negotiated in the future. However, the principal objective at this stage is to reach a consensus within the Algonquin Nation on the beneficiary eligibility criteria issue and to create a position paper which will be formally supported. by the Parties and by those who are determined to be eligible to be beneficiaries that constitute the Algonquin Nation.}

#### **June/04 - Med-Arb**

In the event that the parties cannot reach an accommodation the services of an experienced mediator will be retained to attend in Pembroke for 2 days in an attempt to mediate, and if that fails, arbitrate a resolution of the then outstanding issues regarding beneficiary eligibility criteria.

**Objective/Deliverables**

The resort to Med/Arb using a facilitator is to bring finality to the process in the event this cannot be achieved through consensus and political compromise.

Irrespective of the method used, the ultimate deliverable at this stage will be a report outlining the level of support for the beneficiary eligibility criteria, the mandating/negotiation structure and a joint position paper on beneficiary eligibility criteria, evidence of a mandate process negotiation structure (including a process for receiving instructions and some overall parameters for the negotiation) and to put in place a process that will provide evidence of the level of support within a finite time frame.



**"Schedule 2 to the Protocol Agreement"**

**August 25, 1994**

**FRAMEWORK FOR NEGOTIATIONS**

**BETWEEN**

**THE ALGONQUINS OF GOLDEN LAKE**

**- and -**

**HER MAJESTY IN THE RIGHT OF CANADA, hereinafter  
referred to as "Canada"**

**- and -**

**HER MAJESTY IN THE RIGHT OF ONTARIO, hereinafter  
referred to as "Ontario"**

**Collectively hereinafter referred to as the "Parties"**

WHEREAS the Algonquins of Golden Lake maintain that the Algonquins have never been party to, nor beneficiary of, any treaty of cession or surrender of any lands in Ontario;

AND WHEREAS on June 15, 1991, Ontario undertook to negotiate in respect of the land and title issues in the area identified by the Algonquins of Golden Lake

AND WHEREAS on December 7, 1992, Canada agreed to become a party to the land claim negotiation with the Algonquins of Golden Lake and Ontario;

AND WHEREAS the Parties intend that the Final Agreement resulting from these negotiations will provide certainty and finality concerning their rights with respect to the land;

AND WHEREAS the Parties are committed to conducting these negotiation fairly and expeditiously;

AND WHEREAS the Parties intend this Framework for Negotiations (hereinafter referred to as the "Framework") to govern the conduct of their negotiations towards an agreement-in-principle between the Parties;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## **1. PURPOSE OF THIS FRAMEWORK**

1.1 The purpose of this Framework is to:

- (a) provide a process which will promote efficient and effective negotiations; and
- (b) identify the matters to be addressed in developing a final agreement.

## **2. GENERAL APPROACH TO NEGOTIATION PROCESS**

2.1 It is the shared goal of the Parties that the Algonquin participants in the Agreement-in-Principle and Final Agreement negotiation processes shall not be limited to the Algonquins of Golden Lake. To that end, the Algonquins of Golden Lake will take the initiative to identify the Algonquin participants and ensure that the negotiations are conducted in a manner which represents the interests of those participants.

2.2 The Parties' negotiations towards an agreement-in-principle will be conducted in accordance with this Framework. The Agreement-in-Principle shall describe, in sufficient detail to ensure certainty and understanding, the rights and obligations of the parties to the agreement in respect of each element of the settlement. The Agreement-in-Principle shall also describe the procedures to be followed in concluding both a final agreement and an implementation agreement and provide, as well, procedures for administering, interpreting and applying the Final Agreement and Implementation Agreement.

2.3 Following ratification of the Agreement-in-Principle, the Parties will work towards concluding a final agreement and implementation agreement. The Final Agreement shall not depart from the principles, intent or spirit of the Agreement-in-Principle except as agreed by all Parties. It shall, upon ratification in a manner to be set out in the Agreement-in-Principle, supersede the Agreement-in-Principle and be the final and conclusive agreement between the Parties. The Implementation Agreement which accompanies the Final Agreement shall establish the methods and mechanisms by which the Final Agreement is to be implemented, including provision for the resources necessary for such implementation.

2.4 The Parties intend that the Final Agreement, when it comes into effect, shall be a land claim agreement within the meaning of S.35 of the *Constitution Act, 1982* as amended.

3. **SUBJECT MATTERS TO BE CONSIDERED FOR INCLUSION IN AN AGREEMENT-IN-PRINCIPLE:**

3.1 The following elements may be addressed in negotiations towards an agreement-in-principle:

3.1.1 Land, non-renewable and renewable natural resources, including:

- (a) quantum and location
- (b) nature of rights, title and interests
- (c) selection criteria
- (d) planning, management, and administration
- (e) conservation and environmental protection
- (f) public and other interests
- (g) use, access and benefit
- (h) implementation and timing

3.1.2 Other Elements of Settlement, including:

(a) financial:

nature and quantum  
administration of assets  
method and schedule of transfer  
calculation and payment of negotiation loans, and  
expenses  
implementation and timing

(b) other elements

nature  
quantum  
administration  
implementation and timing

3.1.3 Nature and exercise of authority of the Parties regarding the elements of the land claim agreement

3.1.4 Certainty and Finality of Rights regarding the elements of the land claim agreement

3.1.5 Mechanisms for approval and ratification of various agreements by the Parties

3.1.6 Mechanisms for the resolution of disputes arising under the Final Agreement

3.1.7 Mechanisms for amending the Final Agreement

3.2 The above list is not intended to be exhaustive, but rather is intended to guide the Parties during negotiations. Each Party may raise a broad range of issues for negotiations.

3.3 In addition, issues and criteria respecting representation, eligibility and enrolment shall be resolved in the Agreement-in-Principle.

#### 4. PROCEDURES CONCERNING MEETING ARRANGEMENTS AND EXCHANGE OF DOCUMENTS

4.1 Meetings will generally be held on a monthly basis for durations to be determined by the Parties.

4.2 At the end of each meeting the Parties will determine the date, location, agenda and tabling of documents for the next meeting. Developments between meetings may require that dates, locations, agendas and the tabling of documents be changed as necessary.

4.3 Generally, all correspondence and documents will be exchanged through the Chief Negotiators whose addresses are as follows:

Greg Sarazin, Chief Negotiator  
Algonquins of Golden Lake First Nation  
P.O. Box 300  
Golden Lake, Ontario K0J 1X0

Howard Goldblatt, Ontario Chief Negotiator  
Sack Goldblatt Mitchell  
Algonquins of Golden Lake Negotiations  
20 Dundas Street West, Suite 1130  
Toronto, Ontario M5G 2G8

Jacques J.M. Shore, Chief Federal Negotiator  
Smith, Lyons, Torrance, Stevenson & Mayer  
Suite 1700, 45 O'Connor  
Ottawa, Ontario K1P 1A4

5. SCHEDULED TARGET DATES

5.1 The Parties intend that an agreement-in-principle will be reached within two years of the date of execution of this Framework.

5.2 The Agreement-in-Principle will establish a target date for completion of the Final Agreement and its Implementation Agreement.

6. INTERIM ARRANGEMENTS

6.1 Interim arrangements may be negotiated between any or all of the Parties to accommodate their interests.

6.2 Negotiations towards interim arrangements or extensions thereof, will be conducted on a without prejudice basis and in such a fashion that will not jeopardize or cause undue delay in the completion of an agreement - in-principle and final agreement.

7. FUNDING THE NEGOTIATIONS

7.1 Canada and Ontario recognize that it is essential that the Algonquin of Golden Lake be able to participate effectively in the negotiations. is will require that the Algonquins of Golden Lake have the funds to ire staff, to obtain independent legal and technical advice, to prepare for

and attend negotiation sessions, to conduct research, to prepare and consider positions, to undertake necessary consultation and for other related purposes. Therefore, Canada and Ontario shall fund the Algonquins of Golden Lake's costs of negotiations, subject to yearly appropriations by the Parliament of Canada and the Legislature of Ontario for this purpose.

- 7.2 The funds provided by Canada to the Algonquins of Golden Lake pursuant to Paragraph 7.1 shall be advanced under annual loan agreements between Canada and the Algonquins of Golden Lake.
- 7.3 The funds provided by Ontario to the Algonquins of Golden Lake pursuant to Paragraph 7.1 shall be advanced as a grant subject to annual contribution agreements between Ontario and the Algonquins of Golden Lake.
- 7.4 Canada, Ontario and the Algonquins of Golden Lake shall set the level of funding in the agreements described in Paragraphs 7.2 and 7.3 taking into account, among other factors, the criteria set out in Paragraph 7.1.

## 8. THE NEGOTIATION PROCESS

- 8.1 It is the intention of the Parties that sub-agreements on a subject or subjects will be reached within a reasonable period of time.
- 8.2 The negotiating process will begin with the Parties identifying the principles which they hold in respect of each of the subject matters set out in Article 3 in order to assist the Parties in reaching consensus on those principles and in narrowing any differences which they may have.
- 8.3 The Parties will address the subjects identified in Article 3 in such sequence as the Chief Negotiators may from time to time agree, may work on several subjects at once, and may establish working groups for specific tasks.
- 8.4 The Parties may set down their proposals in writing if no useful progress has been made within a reasonable period on a subject under

Article 3. Generally, the Algonquins of Golden Lake will provide the first such proposal.

8.5 Notwithstanding Paragraphs 8.2, 8.3, 8.4 and 8.6, criteria referred to in Paragraph 3.3 will be developed by the Algonquins of Golden Lake and provided to Canada and Ontario for their review.

8.6 Notwithstanding Paragraphs 8.2, 8.3, and 8.4, any Party may, in the interest of furthering the negotiations, table its proposals on any subject or subjects set out in Article 3 after giving the other Parties thirty days notice of its intention to do so so that, during this period, the other Parties may make representations with regard to the subject prior to the tabling of the proposal.

8.7 The Parties will work towards the conclusion of sub-agreements on the matters in Article 3 and any other matter agreed to by the Parties. It is understood that sub-agreements may be concluded in respect of each subject or in respect of a number of subjects.

8.8 Any sub-agreements on any subjects reached between the Parties shall be initialled by the Chief Negotiators. No such sub-agreement is binding on the Chief Negotiators until such time as all outstanding matters have been agreed upon and initialled. All sub-agreements shall be compiled into the Agreement-in-Principle which will, in addition contain other provisions as may be deemed necessary.

8.9 The Agreement-in-Principle shall be signed by the Chief Negotiator and submitted to their principals for approval as a basis for a final agreement.

## 9. CONSULTATION

9.1 The Parties recognize that consultation with interested parties is essential to the conclusion of a final agreement. Therefore, the Parties agree that the public, including individuals, groups or organizations having a particular interest in the outcome of the negotiations, should be



knowledgeable and well-informed regarding the general status, aims, objectives and progress of the negotiations. Therefore, for that purpose:

- 9.1.1 The Parties may engage in a joint process of public information and consultation and, to this end, may attend meetings with such selected individuals, organizations or groups as they may agree; and
- 9.1.2 The Parties may, separately, carry out such public consultation and communication initiatives as they see fit, including initiatives to obtain a broad range of input and consensus, and to communicate with the public on the course of negotiations and on matters of interest which arise during the negotiations. Each Party shall inform the other Parties of its public consultation initiatives and shall provide the other Parties with advance copies of information bulletins, newsletters, briefs, statements, and similar documents for their comments.
- 9.2 Except where the Parties otherwise agree, and subject to freedom of information legislation, positions and documents exchanged or developed during negotiations will be confidential.

## 10. INTERPRETATION OF THIS AGREEMENT

- 10.1 This Framework for Negotiation shall not be interpreted so as to affect or derogate from the aboriginal, treaty or other rights of any aboriginal peoples.
- 10.2 The purpose of this Framework is to improve the effectiveness of the negotiation process and consistent with Paragraph 10.1, nothing in this Framework is to be interpreted as creating, recognizing or denying rights.
- 10.3 These negotiations are without prejudice to the legal positions taken by any of the Parties in the courts or otherwise.