

**TERMS OF REFERENCE
FOR ALGONQUIN NEGOTIATION REPRESENTATIVES
September 26, 2005**

The role and responsibility of the Algonquin Negotiation Representatives ("ANR's") is to represent the interests of the Algonquins of Ontario ("Algonquins") with respect to their Traditional Territory in Ontario ("Traditional Territory") in negotiations ("Negotiations") with the governments of Canada and Ontario (the "Governments") leading to the execution of a Tripartite Treaty (the "Treaty") with the Governments.

MANDATE OF ANR's

1. Whereas a Protocol Agreement was entered into on March 25, 2004 and an Addendum to that Agreement was signed on July 30, 2004 (the "Addendum") and Elections of ANR's were held in accordance with that Addendum, the ANR's agree that they shall conduct themselves in accordance with the Addendum, and these Terms of Reference only.
2. In particular, the ANR's shall have the responsibility of meaningfully consulting with, and taking direction from each of their respective Communities, and in the case of the Algonquins of Pikwàkanagàn First Nation, ("Pikwàkanagàn"), the members of its First Nation (collectively the "Communities") and to provide direction and instructions to the Principal Negotiator with respect to the Negotiations.
3. The ANR's additionally agree that, in order to fulfill their mandate, among other things, they will be required to:
 - (a) take all necessary measures to advance the Negotiations leading to the Treaty;
 - (b) act in the interests of the Algonquins while reflecting the uniqueness of each Community of Algonquins;
 - (c) evaluate positions and strategies predating November 16, 2001 and develop additional positions and strategies for the Algonquins in the Negotiations, and, in particular, review all position and discussion papers and land identification maps developed previously for the Negotiations;
 - (d) prepare budgets, strategies and current positions in relation to the Negotiations, with the assistance of such staff as may be necessary;
 - (e) retain and direct the Principal Negotiator and other professional advisers as needed in relation to the Negotiations;
 - (f) during the period of the Negotiations, maintain an ongoing review of all proposed land and natural resource developments and dispositions within

the Traditional Territory and develop a coordinated approach to such consultations, including:

- (i) sharing between themselves relevant information related to natural resource issues that will impact upon the exploration, development, use, exploitation, disposition or protection of natural resources within the Traditional Territory,
 - (ii) engaging in consultations within their respective Communities of Algonquins on such land and natural resource issues,
 - (iii) developing unified strategies to take collective and consistent proactive steps in responding to such land and natural resource issues,
 - (iv) responding in a unified manner to the Governments and third party inquiries and initiatives in regard to such land and natural resource issues,
- (g) develop and implement a meaningful consultation and communication strategy to ensure that there is an effective ongoing dialogue with the Algonquins relating to the Negotiations;
 - (h) develop joint communications with the negotiation teams for the Governments as required;
 - (i) ensure that all necessary information relating to the Negotiations shall be communicated on an ongoing basis to all ANR's in order to ensure that all Algonquins will be as well informed regarding the Negotiations as is possible.

COMPOSITION OF THE ALGONQUIN NEGOTIATION TEAM

4. The Algonquin negotiation team ("Negotiation Team) is comprised of:
- (a) Nine (9) ANR's one from each of the following Communities of Algonquins: Antoine, Ardoch, Bancroft, Bonnechere, Greater Golden Lake, Mattawa/North Bay, Ottawa, Sharbot Lake and Whitney;
 - (b) Seven (7) ANR's who are the Chief and Council of Pikwàkanagàn;
 - (c) The Principal Negotiator;
 - (d) Legal Counsel as mandated by the ANR's.

FUNDING OF NEGOTIATIONS

5. The ANR's agree to take all reasonable steps to ensure prompt and satisfactory funding to proceed efficiently and effectively both leading up to and during the Negotiations until a Treaty is signed. In particular, the ANR's will make application for supplementary funding for the period June 1, 2005 through September 30, 2005 and for the period following May 1, 2005.
6. The ANR's shall work with the Governments to establish an appropriate funding vehicle to receive, manage, disburse and appropriately account for all funding received by the Negotiation Team from the Governments for the purpose of the Negotiations.

MEETINGS OF THE ALGONQUIN NEGOTIATION TEAM

7. The Negotiation Team will endeavor to meet at least once a month or more often as the ANR's deem appropriate to prepare for the Negotiations and develop appropriate strategies and positions.
8. All meetings of the Negotiation Team will be held in person unless otherwise agreed to by the ANR's.
9. The Principal Negotiator shall ensure that a minimum of seven (7) days' notice prior to any meeting will be sent by fax or e-mail to all members of the Negotiation Team. This time frame will be adhered to unless otherwise agreed to by the ANR's.
10. A draft agenda, with issues to be tabled and discussed at the meetings will be provided to each member of the Negotiation Team (if possible) along with notice of the meeting.
11. There will be no electronic recording of the Negotiation Team's meetings without the agreement of the ANR's.
12. Minutes of the Negotiation Team's meetings will be maintained and circulated to the Negotiation Team following each meeting by the minute taker/recorder appointed by the ANR's.
13. All meetings of the Negotiation Team will be held in confidence. Additional persons, including Designates, may attend those meetings when deemed necessary and agreed to by the ANR's.
14. Meetings of the Negotiation Team will not take place in the presence of the media without the agreement of the ANR's.

DESIGNATES

15. In the event that an ANR is unable to attend a Negotiation Team meeting, the ANR, in consultation with his/her Community to the extent which that ANR deems appropriate, may appoint a Designate to attend the meeting in his/her place. Notice of the intention to appoint a Designate shall be given by the ANR making that appointment to all other ANR's and the Principal Negotiator by fax or e-mail at least two (2) working days in advance of the Negotiation Team meeting unless otherwise agreed to by the ANR's.

16. A Designate must be an Elector as verified by the Principal Negotiator within the Community of the ANR who appoints him/her and may actively participate in the Negotiation Team meeting he/she attends but may not vote on any matters that are put to a vote at that meeting except with respect to a resolution in writing circulated to all of the ANR's in advance of such meeting which resolution may not be amended at that meeting. The Designate's vote shall be exercised by means of a written proxy duly executed by the ANR appointing him/her.

Information Meetings

17. Unless circumstances prevent it, information meetings will be held on a rotating basis in the Communities and/or other locations deemed appropriate by the ANR's.

DECISION MAKING

18. There must be a minimum of 12 ANR's present to convene a meeting and make decisions.

CONSENSUS

19. The ANR's shall make every effort to make all decisions by consensus. Prior to any vote, the following procedures will be taken to reach that consensus:
 - (a) notice of the matter to be decided will be circulated to the ANR's in sufficient detail to permit them to prepare their views on the matter;
 - (b) every effort will be made to ensure that any additional information deemed necessary by any ANR to reach a decision is provided to him/her;
 - (c) a reasonable period of time will be permitted to enable the ANR's to prepare their views on the matter;
 - (d) the opportunity will be given within a meeting to permit full and fair discussion of each ANR's view on the matter.

VOTING PROCEDURES

20. Where consensus cannot be achieved, a vote will be taken. A vote will be carried only if a majority of the ANR's present vote in favour on the matter.

SPECIAL VOTE

21. (a) A "Special Vote" is one which requires at least thirteen (13) of the ANR's to be in favour before it is approved. A Special Vote will be held by means of secret ballot
- (b) A Special Vote will be required with respect to the following matters:
- (i) presenting a negotiation position to the Governments;
 - (ii) any Agreement in Principle ("AIP") with the Governments;
 - (iii) any Settlement Agreement requiring a Referendum vote;
 - (iv) any matter that three (3) ANR's deem serious enough to warrant a Special Vote.

DEVELOPMENT OF NEGOTIATION POSITIONS

22. The main function of the ANR's will be to provide direction and instructions to the Principal Negotiator with respect to the negotiation of the Treaty. In doing so, each ANR agrees to make reasonable efforts to consult with and seek the direction of all Algonquins who are within their Community.
23. With the assistance of the ANR's the Principal Negotiator shall cause to be prepared a set of confidential briefing/issues papers that set out the past positions taken by the parties to the Negotiations, and which place those positions in a legal context.
24. The confidential briefing/issues papers shall form the basis of discussion of the issues by the Negotiating Team and the formulating of negotiating positions. The ANR's shall then instruct the Principal Negotiator as to how each issue deemed appropriate by the ANR's should be presented to the Governments.

ONGOING IDENTIFICATION OF ALGONQUINS

25. The ANR's agree that there will be ongoing efforts to consider processes that may be required to identify persons of Algonquin descent for consultation purposes in regards to the Algonquin Land Claim Negotiations in Ontario.

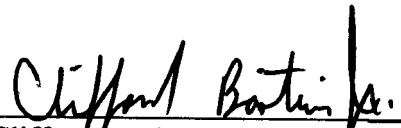
AMENDMENTS

- 26. The ANR's confirm that these Terms of Reference may be amended in the future to address circumstances that they have not anticipated and that any amendment must be done by agreement of the ANR's.

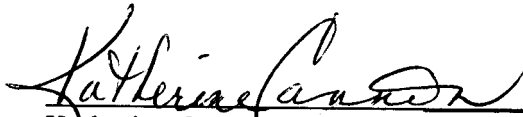
GENERAL

- 27. These Terms of Reference may be executed and delivered by facsimile and it is agreed that such execution and delivery shall be as if the facsimile copy contained the original signatures of the ANR's.
- 28. These Terms of Reference may be executed in two or more counterparts, each of which shall be deemed an original and as of which together shall constitute one and the same document.

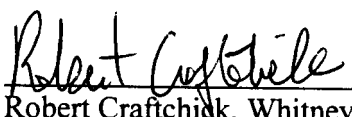
SIGNED this 26th day of September, 2005 by the elected ANR's from the Communities of Mattawa/North Bay, Bancroft, Whitney, Sharbot Lake, Greater Golden Lake, Antoine, Ottawa, Ardoch and Bonnechere and by the ANR's from Pikwàkanagàn who are the duly elected Chief and Councillors of that First Nation.




Clifford Bastien Jr., Mattawa/North Bay



Katherine Cannon, Bancroft



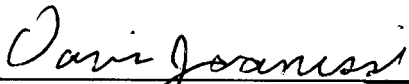
Robert Craftchick, Whitney



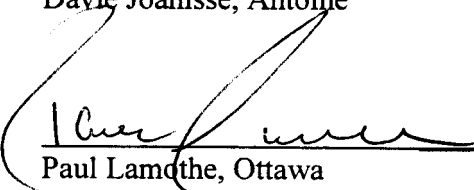
Doreen Davis, Sharbot Lake



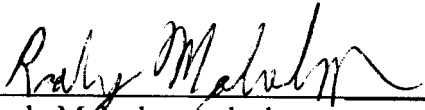
Patrick Glassford, Greater Golden Lake



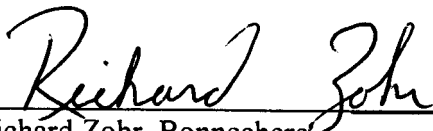
Davie Joanisse, Antoine



Paul Lamotte, Ottawa




Randy Malcolm, Ardoch



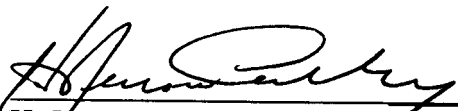
Richard Zohr, Bonnechere



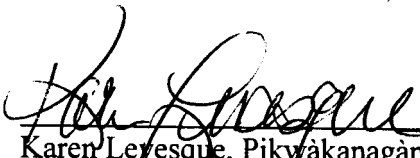
Kirby Whiteduck, Pikwàkanagàn



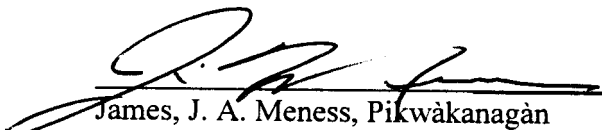
Sherry Kohoko, Pikwàkanagàn



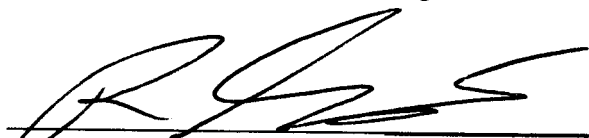
H. Jerrow Lavalley, Pikwàkanagàn



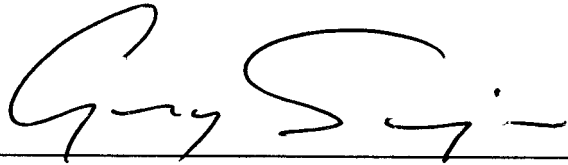
Karen Levesque, Pikwàkanagàn



James, J. A. Meness, Pikwàkanagàn



Richard Sarazin, Pikwàkanagàn

A handwritten signature in black ink, appearing to read "Greg Sarazin". The signature is written in a cursive style with a large initial "G" and a long horizontal stroke at the end.

Greg Sarazin, Pikwàkanagàn