

EXHIBIT # MME-1002  
WUSKWATIM GENERATION  
& TRANSMISSION PROJECT

R.G.

CLEAN ENVIRONMENT COMMISSION



David Chartrand  
President

# MANITOBA METIS FEDERATION INC.

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March 29, 2004

Mr. Kenneth W. Vollman  
Chairman, National Energy Board  
444 Seventh Avenue SW  
Calgary, Alberta, T2P 0X8

Dear Mr. Vollman

**Re: The Crown and Manitoba Hydro's lack of Consultation with the Metis Nation**

The Manitoba Metis Federation (MMF) is the self-government representative of the Metis Nation within Manitoba and one of the five Governing Members of the Metis National Council. Manitoba Hydro is proposing the Wuskwatim Generation and Transmission Projects for the export energy market. To operate these facilities, we understand Manitoba Hydro will require licenses from the National Energy Board (NEB).

As an integral part of its applications, Manitoba Hydro must provide details concerning the interests of the Aboriginal peoples to be affected by the Projects. We have made it clear to Canada, Manitoba, and Manitoba Hydro, that the Projects will affect lands traditionally used by the Metis Nation. We have also made it clear that collective Metis title, rights, and interests have not been extinguished on these affected lands.

Despite our requests for proper and meaningful consultation, and accomodation, pursuant to the Crown's duty under Section 35 of the *Constitution Act 1982* to address the infringement of our collective Metis title, rights, and interests by the proposed Wuskwatim Generation and Transmission Projects, Canada, Manitoba, and Manitoba Hydro have ignored the Metis Nation. Until our concerns have been addressed, we cannot support Manitoba Hydro's future licensing applications for these Projects.

We request that further inquiry and future public hearings be undertaken by the NEB as part of any licencing procedure to determine whether licenses should be granted or denied for the Wuskwatim Generation and Transmission Projects. We would also request that we have an opportunity to make a presentation to the NEB at the hearings or at another appropriate time.

Meegwetch.

David Chartrand  
President, Manitoba Metis Federation

# Aboriginal Justice Implementation Commission.

## FIRST QUARTERLY REPORT

MARCH 31, 2000

### Commissioners:

Paul L. A. H. Chartrand  
Wendy Whitecloud

### Elders:

Eva McKay  
Doris Young

## Summary

This Report covers the period November 30, 1999 to March 31, 2000.

## SCHEDULE 6 [TOP](#)

### Aboriginal Justice Implementation Commission

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#### Recommendation on Métis Issues

The Aboriginal Justice Implementation Commission (AJIC) was established by Order-in-Council 459, November 24, 1999, to advise the government on methods of implementing recommendations of the Report of the Aboriginal Justice Inquiry (1991) (AJI) for which the Province of Manitoba is responsible and accountable.

The Commission is to provide status reports and implementation recommendations on a quarterly basis but is also authorized to make any particular recommendations when appropriate.

The Aboriginal Justice Inquiry made a number of recommendations related to the Métis. The Royal Commission on Aboriginal Peoples (RCAP) devoted an entire chapter to Métis perspectives and urged the adoption of a range of policies and other reforms concerning Métis people

#### ***Aboriginal Justice Implementation Commission Consultation on Métis Priorities***

The Manitoba Métis Federation (MMF) is the provincial political representative

organization of the Métis people. Métis persons are residents of the Province, and as such, have the same burdens and benefits as all provincial residents. As provincial residents and Canadian citizens, they are represented by their MLAs and MPs respectively. But the Métis people are also part of the 'Métis people' whose unique rights are recognized and affirmed by the Constitution of Manitoba and Canada. The MMF is the provincial advocate for Métis rights.

Both the AJI and the RCAP recognized the significance of these factors. The AJI consulted with the MMF on Métis issues, and made special recommendations involving the MMF.

In the spirit of the AJI and the RCAP, the AJIC consulted with the MMF on the priorities of the Métis people in the Province. These were identified as the following:

- o The recognition and protection of the rights of the Métis in the Province
- including:
- o Protection of Métis interests from Northern hydroelectric developments
  - o Protection of Métis interests in the Treaty Lands Entitlement process
- 
- o Policies and actions to establish certainty in the law pertaining to the nature and scope of Métis rights
  - o Clarification of provincial jurisdiction and responsibility concerning Métis people
  - o Discussions on progress concerning the MMF litigation relating to Métis lands provisions in the Constitution of Manitoba
  - o Increasing Métis participation in the Winnipeg Police Force
  - o Discussions on establishing an enumeration and registry of Métis persons in the Province
  - o Concerns regarding the Métis commercial fishing industry and Métis hunting rights.

### ***Initial Observations of AJIC***

Both the AJI and the RCAP have suggested that the Province must take action to

perform its lawful obligations under the Constitution in respect to Métis issues.

The scope of provincial jurisdiction and responsibility pertaining to Métis is not clear. Sound policies cannot be implemented without a clarification of provincial jurisdiction and responsibility. In this regard sound policies are those that may reasonably be expected to endure and be upheld by the courts of the Province and Canada.

The courts have emphasized that in respect to the rights of the aboriginal peoples, it is better to negotiate than to litigate, and there is current litigation on Métis issues involving the Province.

The Métis people were partners in the creation of the Province of Manitoba. Some of their basic rights were given Constitutional protection in the Constitution that gave the Province its authority to govern. The Métis today have grievances respecting Provincial policies and their application as they affect their interests. Such a sense of grievance is injurious to the public interest in a democratic political system and ought to be addressed.

### ***Recommendation***

Therefore the Commission recommends that:

**Representatives of the Province enter forthwith into discussions with the MMF to begin the process of addressing matters within the jurisdiction of Manitoba that have been the subject of recommendations by the AJI and the RCAP.**

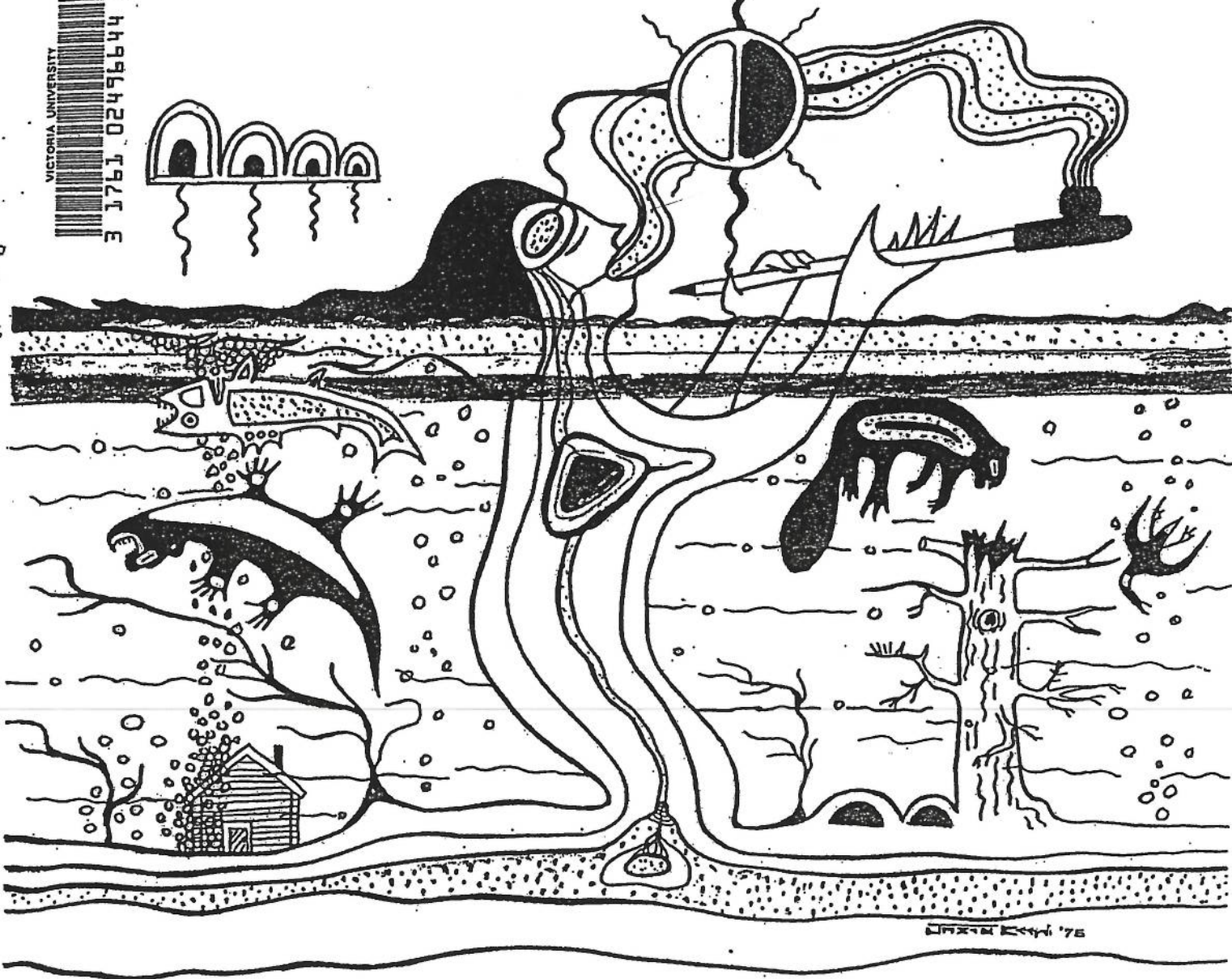
The AJIC will continue to review and act upon its mandate in respect to the AJI recommendations pertaining to Métis issues.



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Report Issued: April 12, 1976

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REPORT OF THE  
PANEL OF PUBLIC ENQUIRY  
INTO  
NORTHERN HYDRO DEVELOPMENT

Appointed By  
THE INTERCHURCH TASK FORCE ON NORTHERN FLOODING

to the Crown in right of Manitoba, and with respect to property and civil rights they are governed in the same way as are all other residents of the province, by the laws of Manitoba.

From the foregoing it will be seen that when any question of interference with land reserved by Treaty for an Indian community arises, the Indians look to the Government of Canada for protection and redress. Non-Treaty Indians and Metis who consider themselves in a like situation must look to the Government of Manitoba. Today, trapping rights on Provincial Crown Lands are granted by the Provincial Government by way of registered traplines. Traplines, of which there is a considerable number in the province, are defined in area, and the person to whom a particular trapline is granted has the sole right or license, for the period of the grant, to trap animals within the boundaries of that trapline. This is a valuable right, though not a right of ownership in the land, and is recognized as such by the Provincial Government.

Mr. Green told us that though Treaty Indians have special rights, including their rights in respect of Reserve Lands, it was the Manitoba Government's policy and intention, in dealing with problems affecting non-Treaty Indians and Metis, to treat them in the same manner as it did Treaty Indians. In our view this is the wise and proper course for the Government to follow, for non-Treaty Indians and Metis should not be disadvantaged relatively to Treaty Indians on purely legalistic reasoning. Morally, Manitoba should treat them at least as well as the Federal Government treats Treaty Indians.

A related matter is that many years ago, when the Indian treaties were signed, it seems the Indians did not understand the full effect of what they were signing. In addition to the fact that they were in a very weak negotiating position during that period they may well have been misled as to the true meaning of some provisions of the treaties. While this matter is outside our terms of reference the question has risen in our minds whether justice does not require some modification of the treaties. What we are thinking of is the question of working out a new and more generous land settlement with the Indians. If this is deemed the proper way to redress wrongs done to them in the past, would not the occasion of this immense hydro project, affecting Indian lands, afford an appropriate opportunity for undertaking the task?

If a new land settlement were arrived at, involving payment of substantial sums of money to the Indian communities, they

The General Attitude of Native People  
Toward the Project

All of the Indians and Metis who spoke at the Panel Hearings were worried, concerned and fearful of the impact of the Project upon their economic and social life -- upon their whole way of life. As stated earlier in this report many were totally opposed to the Project, and wanted it to be stopped altogether. Mr. Head, speaking for the Metis Federation, said: "We don't want the diversion, period." Many others, while not happy about it, were willing to accept the situation if they were fully compensated for all losses sustained and steps taken to mitigate the injurious effects of the Project upon them and their people, so that in the end their life style would be no less viable than before.

Whether the intense desire to continue a life style based on fishing, hunting and trapping that was expressed at the Hearings truly represents the attitude of all Indians is doubtful. We were disappointed that none from South Indian Lake community came to the Hearings -- at least none who spoke was identified as being of that community. We do not know what significance, if any, should be given to their absence. Most of those who spoke to us, though not all, were of middle age or older. It may be that many younger people, though loyal to their Band and community, have different ideas so far as their own lives are concerned. One fact susceptible of more than one interpretation is that whereas, before World War II it was a rare thing to see an Indian in Winnipeg, they have been coming here in increasing numbers during the last thirty years to live, until now they number many thousands. Most of them are comparatively young. Though their experiences of life in the city have often been far from pleasant and sometimes tragic, they continue to come and their numbers increase. What this movement indicates was not a topic of our inquiry. We do know that the Indians and Metis in the north are increasing more rapidly than any other segment of Manitoba's population -- the Summary Report indicates that in the northern Indian communities over 50 per cent of the population is under 15 years of age. Is this growing population, as many people think, making it extremely difficult if not impossible for the traditional pursuits of hunting, fishing and trapping to provide a reasonable living, and is this a cause of the movement to the south? On this point we find that these communities are not entirely independent financially as they would wish to be, but that part of their income from social assistance payments. On the other hand, ar



We turn now to the seven questions for which, by our terms of reference, we were directed to seek answers:

1. What are the social and environmental costs of this project to the community as a whole? To whom will go the costs and to whom will go the benefits of this project?

It is to be noted that the question does not relate to financial costs, which will be very high and which will be borne in the first instance by Hydro and the Government and ultimately by all Manitobans who use electric power.

Social and environmental costs cannot be segregated from economic costs, because unless the economy of a district is still able to support the people who live in it the district becomes non viable, and no matter whether the social and environmental costs are light, heavy or tragic, the people or some of them may be forced to move.

We have seen what the principal social and environmental losses will be. First, in total some thousands of miles of shoreline, much of it lush with vegetation (over 2,000 miles of shoreline on Southern Indian Lake alone) will be flooded. It will take an indefinite number of years for similar shorelines to become established at the new level. In the meantime moose, deprived of their favourite foods, will become fewer and more difficult to find. Muskrat, beaver and other animals will be forced to find other locations for their homes. Particularly serious will be the situation in part of the Outlet lakes area where it is planned to lower the water level suddenly by several feet in the late fall and raise it again two or three weeks later. The result may be that where this is done beaver and muskrat may disappear permanently.

Second, land on which many millions of cubic feet of standing timber is located will be flooded, causing the loss of the timber now there and all that would have grown in the future. Instead of beautiful forest there will be vast numbers of dead trees in the water, standing, floating or sunken, a situation that will take a great many years to clear. In the meantime there will be great quantities of debris in the water, interfering with navigation and more seriously with fishing, whether by net or by trolling. Soil erosion and thermo erosion of permafrost will cause discolouration and pollution of lakes and streams for an uncertain period of years. Many spawning areas for fish, notably whitefish, will become unsuitable because the water has been made too deep, or by reason of debris or water pollution.

As we have seen, to the Indian the beauty of the forest, rock, shoreline, clear lake and river water, and all that grow and live therein, are part of him and he of them. To have this environment damaged, rendered stark and ugly, unusable, wholly or partially, even temporarily by him or by animals, fish or birds, is a very serious loss, both socially and environmentally, to him as an individual and to his community. In addition to his disquietude and fear on this score, is the fear that, for at least a period of uncertain duration, his community may be rendered non viable.

These costs, or losses, will not fall upon the people of Manitoba as a whole. They will fall upon the people of the north, by which we mean essentially the Indian and Metis people. The economic costs, of course, may be transferred in part to all Manitobans, through welfare payments and expenditures incurred in moving people to better locations and in devising and setting up, in collaboration with the Native people, new industries and other means of making the north more productive.

The benefits of the project will enure to all of Manitoba. At first most of the benefits will accrue to the populous south of the province, because of the much greater variety of uses there for electricity, but in the north electricity is important for light, communication, other domestic purposes and is confidently expected to be used increasingly in industry as new activities develop and new mines and forests industries come into production. This will not happen overnight.

2. Has there been a withholding of information for the purpose of proceeding with the least impediment? Has the information as to environmental and social impact, true economic cost and realistic electricity demands been made available for public scrutiny?

We have here two distinct questions. Dealing with the first, it is clear to us, subject to our having heard only part of the evidence that might have been given, particularly on behalf of Hydro that the Indian and Metis communities had very little early information about what was being proposed and that since 1969, while much more written material was furnished to them and a number of meetings were held with them, somehow the full impact of the project and the time schedule for its implementation were not brought home to them in a fashion adequate to acquaint them fully with all the effects the project would bring upon them. On the evidence it appears that information was never refused, but sometimes there were delays of many

Following the advent to power of the S.D.P. Government in the following June the whole project was reviewed and as a result a significant change was made in the extent to which the level of Southern Indian Lake was to be raised. The increase was reduced from about 34 or 35 feet to about 10 feet. With this major change, the Government made the decision to go ahead. No public hearings have ever been held since January 1969, if we except the hearings of this Panel in September 1975.

In the period since 1969 representatives of Hydro have had many meetings with Community Representatives in the north. Further, members of the Government, in particular Premier Schreyer and Mr. Green, have made many visits to the north for the same purpose. Unfortunately, as we have seen, notwithstanding these many meetings, and the various reports and documents distributed to the Indian communities, the full effects of the project were not brought home to them. Indian speakers stated that meetings with Hydro consisted largely of Hydro telling what was going to happen and that the effect on them would be either nil or not much. This suggests that the Indians had very little input in seeking modifications of the project which they regarded as important. The almost total lack of evidence from Government and Hydro on this point produces an unsatisfactory situation.

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and aware*

*"NIL"*

In the result, on the evidence available to the Panel, we must conclude that the people of the northern communities, though many discussions were held with them, were not "duly" consulted.

4. Has the severe social dislocation anticipated in the north been given its deserved priority by Manitoba Hydro and the Manitoba Government? Particularly has the Canadian stance of cultural pluralism been given sufficient consideration by Manitoba Hydro and Manitoba Government in view of the unique but also realistically progressive forms of cultural continuity of the Indian and Metis peoples?

Having regard to the small amount of evidence we received from Hydro and Government on the first part of this double question and what was said on their behalf it is pretty obvious that neither of them has ever considered the social dislocation anticipated from the problem to be as severe as it appears to us to be. Certainly they have not and do not now think it nearly as serious as do the Indians and Metis who spoke to us. This being so, in our opinion they have not accorded the problem as much priority as it deserves. If they had done so, their approach to it would have been at once less critical and more

sympathetic and the native people would have been much better informed. Thus the native people would have had a more solid factual base on which to assert their concerns and the proposals they felt would remove or at least mitigate the injury of which they were fearful. In the end some of the project's ill effects would probably have been ironed out, while those yet unsolved could now be tackled in an atmosphere of mutual trust and goodwill.

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In our view the Canadian stance of cultural pluralism does not mean a separate existence for each culture, distinct and apart from all others. The concept is that together we make up one nation, with peoples of many cultures maintaining their own particular traditions, ideas and customs, but in touch with others who have differing cultures, so that people of each culture will come to understand and appreciate those adhered to by others. In course of time it is to be expected that some of the best or more adaptable customs and ideas of each culture group will come to form part of the culture of other groups, to the great enrichment of our national life.

The Government of Manitoba has shown good consideration for at least part of what is involved in the concept of cultural pluralism. Through a number of programs it has sought, by training, advice, encouragement and opportunity to bring to people of the north various kinds of knowledge and skill lying within the white man's culture. It has also expressed its strong desire that the traditional lifestyle of the northern people be available for all those who wish to continue in it. Some encouragement has been given to this end, but both in this area and in that of bringing western skills and knowledge to the Indians, a great deal remains to be done. The task will be long and progress often disappointingly slow, but in our opinion it must be pursued with conscientious steadiness and a great deal of intelligent understanding until Indian, Metis and whitoman are able to live together in harmony, each respecting the other, with understanding of and tolerance for their differences.

So far as the information given to us goes, all of the Government's programs and efforts have been directed towards conferring benefits upon or inculcating skills in the native people. We have heard nothing to indicate that we, the Euro-North American people, might learn much of value from the Indian and Metis. From our experience on this Panel, those who know these people best consider such an attitude to be totally wrong. They believe we have a great deal to learn from them that would benefit us in many ways. The process of building cultural pluralism is far from being a one-way street. This fact must be fully accepted and acted upon.

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(b) a 1000 megawatt nuclear plant on the east side of Lake Winnipeg,

with a third alternative in the form of a brown-out in 1995, there would be no real choice other than nuclear power. It might well be too late at that date to conduct the studies necessary to determine whether a better source of power is available, in time to beat the brown-out deadline.

In our opinion, the public should have some input into the question of nuclear power development at this early stage, rather than seven or eight years hence, at which date their views may be quite irrelevant, because by that time the issue may, for all practical purposes, have been decided.

\* We recommend that a permanent body be established by the Manitoba Government, whose function would be to investigate and advise upon all projects from which it may be anticipated there will be injurious impacts upon the environment or upon persons or particular groups of people. It would be appointed by Order-in-Council under statutory authority and would report directly to the Executive Council, not to a particular minister, since its investigations might relate to any one or more of a number of Government Departments. We recommend that it function under rules that include the following:

- (1) It would be its duty to launch an investigation whenever instructed to do so by Government or any minister.
- (2) Its duties would involve following up any information it receives about a project that is being considered, to ascertain whether it is one that should be investigated. If it decided the project should be investigated it would have the power to launch the investigation without being instructed to do so, but would be required to advise the Clerk of the Executive Council of its action, with the reasons therefor, and the Clerk would bring the matter to the attention of the Premier as Chairman of Council.
- (3) The investigation would inquire into all aspects of the project that might affect the environment injuriously or interfere with the economic or social well-being or lifestyle of persons or particular groups of people. This is of special importance where the legal rights or the economic and social interests or lifestyle of Indians or Metis may be affected by the project.

- (4) The investigating body and its staff would be paid such remuneration as is authorized by Order-in-Council. It would have the power to engage the services of experts appropriate to the project under investigation, at reasonable rates of remuneration, such experts to be paid by the Government.
- (5) In the course of the investigation, which should be carried out as expeditiously as possible, consistent with its objectives, public hearings would be held at suitable locations, at which representatives of the project's sponsors and of those who may be affected by it, would be present, representations and arguments would be heard from all persons desiring to speak, including persons whose only direct concern is the protection of the environment or of the rights of minority groups, like Indians and Metis.
- (6) Every effort would be made to resolve differences between the project sponsors and those making objections to it. If complete agreement were reached the investigating body would so report to the Executive Council, stating the basis of the agreement. If, on the other hand, an impasse should develop and no agreement could be reached, the investigating body's report to the Executive Council would report accordingly, pointing out the issues upon which agreement had proved impossible. The report would also contain recommendations for disposing of the issues and might contain a recommendation that the project should not be permitted to go ahead or should be cancelled.
- (7) In any event the project would not be permitted to proceed until the agreement of all parties had been reported to the Executive Council or, failing agreement, the decision of the Government had been made.

The intention is that the investigating body, in carrying out its functions, would be free of Government control, while recognizing that it could not be more than advisory, since the final decision must always be in the hands of the elected Government.

If the Government should be prepared to accept and act on the foregoing recommendation for a permanent investigating body, to function in the manner indicated, we anticipate that enabling legislation may be needed, particularly as our proposal is



File 3600-A000-16  
4 March 2002

To: Companies Subject to the Jurisdiction of the National Energy Board, Federal and Provincial Government Departments and Agencies and Representatives of Aboriginal Peoples

**Consultation with Aboriginal Peoples : National Energy Board Memorandum of Guidance**

The National Energy Board (the Board) has observed an increase in interest with respect to the issue of the potential effects of applied-for projects on aboriginal and treaty rights. The Board recognizes the complexity of this issue in the context of its role as a quasi-judicial tribunal and the Crown's fiduciary obligation to Aboriginal peoples.

It is therefore important that regulated companies, Aboriginal peoples, government departments and agencies, and stakeholders understand how the Board intends to approach the issue of Crown consultation with respect to applications for projects that have the potential to interfere with aboriginal or treaty rights. To that end, the Board has prepared a Memorandum of Guidance which outlines how the Board, in its decision-making processes, will approach the issue of the Crown's fiduciary obligation to consult with Aboriginal peoples. A copy of the Memorandum of Guidance is attached for your information.

Should you have any questions on this matter, please contact Ms. Claire McKinnon, Legal Counsel to the Board, at (403) 299-2727 or 1-800-899-1265.

Yours truly,

A handwritten signature in black ink, appearing to read "Mantha".

Michel L. Mantha  
Secretary

Attachment



File 230-A000-16

4 March 2002

To: Companies subject to the Jurisdiction of the National Energy Board, Federal and Provincial Government Departments and Agencies and Representatives of Aboriginal Peoples

### Consultation with Aboriginal Peoples

The National Energy Board (the Board or the NEB) is aware of the developing jurisprudence on the issue of the Crown's obligation to consult with Aboriginal peoples prior to decisions being taken that may have the effect of interfering with aboriginal or treaty rights. This issue has arisen in recent applications before the Board. Accordingly, the Board has decided to provide guidance to NEB regulated companies, representatives of Aboriginal peoples and federal and provincial government departments and agencies regarding the approach the Board intends to take with respect to the obligation of the Crown to consult with Aboriginal peoples, arising under section 35 of the *Constitution Act, 1982*.

The cases of *Sparrow*<sup>1</sup> and *Delgamuukw*<sup>2</sup> and subsequent jurisprudence have established that the Crown has a fiduciary obligation to Aboriginal peoples when a government decision or action has the effect of interfering with aboriginal or treaty rights, which obligation typically requires Crown consultation with the affected Aboriginal peoples. Decisions of the Board in respect of facilities applications may in some cases have such an effect on aboriginal or treaty rights, and thus engage the Crown's fiduciary obligation to consult.

The Board is of the view that imposing on the Board a fiduciary duty towards Aboriginal peoples as part of its decision making process is inconsistent with its function as an independent quasi-judicial tribunal. The Board finds support for this view in the judgment of the Supreme Court of Canada in the *Hydro-Quebec*<sup>3</sup> case in which Iacobucci J., speaking for the Court, stated:

The courts must be careful not to compromise the independence of quasi-judicial tribunals and decision-making agencies by imposing on them fiduciary obligations which require that their decisions be made in accordance with a fiduciary duty.

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<sup>1</sup> *R. v. Sparrow*, [1990] 1 S.C.R. 1075.

<sup>2</sup> *Delgamuukw v. British Columbia*, [1997] 3 S.C.R. 1010.

<sup>3</sup> *Quebec (Attorney General) v. Canada (National Energy Board)*, [1994] 1 S.C.R. 159 at 183



In finding that the function of the Board in granting a licence for export was quasi-judicial, Iacobucci J. further stated:

While this characterization may not carry with it all the procedural and other requirements identical to those applicable to a court, it is inherently inconsistent with the imposition of utmost good faith between the [NEB] and a party before it.<sup>4</sup>

The court concluded that:

... the fiduciary relationship between the Crown and the appellants does not impose a duty on the [NEB] to make its decisions in the best interests of the appellants, or to change its hearing process so as to impose superadded requirements of disclosure. When the duty is defined in this manner, such tribunals no more owe this sort of duty than do the courts. Consequently, no such duty existed in relation to the decision-making function of the Board.<sup>5</sup>

Nevertheless, the court in *Hydro-Quebec* made it clear that the Board has a responsibility to render decisions that do not offend the *Constitution Act 1982*. The court stated:

It is obvious that the [NEB] must exercise its decision-making function, in accordance with the dictates of the Constitution, including s. 35(1) of the *Constitution Act 1982*.<sup>6</sup>

The Board is of the view that, in accordance with this obligation, it has a responsibility to determine whether there has been adequate Crown consultation before rendering its decision in cases where the effect of the decision may interfere with an aboriginal or treaty right.

Therefore, in considering applications before it, the Board will require applicants to clearly identify the Aboriginal peoples that have an interest in the area of the proposed project and to provide evidence that there has been adequate Crown consultation where rights pursuant to section 35 of the *Constitution Act, 1982* may be infringed if the Board approves the applied-for facilities.

In such cases, applicants will be expected to contact the appropriate Crown department or agency to ensure that the requisite Crown consultations are carried out and to arrange for the information pertaining to those consultations to be filed with the Board. In the absence of such evidence, an application may be considered deficient by the Board or questions may be posed to the applicant to elicit the necessary information.

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<sup>4</sup> *Ibid.* at 184.

<sup>5</sup> *Ibid.*

<sup>6</sup> *Ibid.* at 185.

Notwithstanding such Crown consultation activities, the Board will continue to examine the efforts made directly by applicants to contact potentially affected Aboriginal peoples to advise them of the project and to involve them in meaningful discussions regarding potential project impacts and appropriate mitigation as set out in the Board's Guidelines for Filing Requirements.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Mantha', with a long horizontal line extending to the right.

Michel L. Mantha  
Secretary

National Energy  
Board



Office national  
de l'énergie

File 230-A000-16  
3 April 2002

To: Companies subject to the Jurisdiction of the National Energy Board

### Consultation with Aboriginal Peoples

Further to the letter of the National Energy Board (the Board or the NEB) issued on 4 March 2002 on Consultation with Aboriginal Peoples, the Board wishes to provide further guidance to companies as to the information that it expects to receive for facilities applications filed pursuant to the *National Energy Board Act*. Where aboriginal peoples may have an interest in the project area, and that interest may be affected by the project, applicants should provide details as to the efforts undertaken by the applicant to contact aboriginal peoples with respect to the proposed project and information about any concerns that have been raised.

In order to assist applicants to determine what type of information to file with their applications, the Board has prepared a listing of information that it considers may be relevant in an application where aboriginal interests may be affected. The Board notes that this information will not be necessary if, due to the location or the nature of the project, it has no potential to interfere with any aboriginal rights or interests.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mantha'.

Michel L. Mantha  
Secretary

Attachment

Canada

**Information to be Filed with Applications Where there May be an Aboriginal Interest**

- a) Identify all of the aboriginal groups that have been contacted by *[Company Name]* in respect of this application.
- b) Indicate:
  - i) how *[Company Name]* identified which aboriginal groups to contact;
  - ii) when contact was first initiated;
  - iii) the individuals within the aboriginal group who were contacted, and their position in or representative role for the group;
  - iv) a listing, including the dates, of any phone calls, meetings and other means that may have been used by *[Company Name]* to provide information about the project and hear any interests or concerns of aboriginal groups with respect to the project.
- c) Provide any relevant, non-confidential, written documentation regarding consultations, such as notes or minutes that may have been taken at meetings or from phone calls or letters received from aboriginal persons or groups or sent by *[Company Name]* to aboriginal persons or groups.
- d) Identify any specific issues or concerns that have been raised by aboriginals in respect of the project and, if applicable, how *[Company Name]* intends to address those issues or concerns.
- e) If any of the aboriginal groups who were contacted either support the application or have no objection to the project proceeding, please identify those groups and provide any available written documentation of their position with regard to the project. Also, please indicate if their positions are final or preliminary or conditional in nature.
- f) Has *[Company Name]* discussed any concerns raised by aboriginal groups with any government department or agencies with respect to the applied-for project? If so, please identify when contacts were made and who was contacted.
- g) If *[Company Name]* is aware of any involvement of the Crown in consultation with aboriginal groups in respect of the applied-for project, please provide details of the Crown involvement.

# MEMORANDUM OF UNDERSTANDING ('MOU')

**THE MANITOBA MÉTIS FEDERATION INC. ('MMF')**  
(as represented by the President of the Manitoba Métis Federation Inc.):

and

27, MAY, 2003

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA ('CANADA')**  
(as represented by the Minister designated as the Federal Interlocutor for Métis and Non-Status Indians)

and

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA ('MANITOBA')**  
(as represented by the Minister of Aboriginal and Northern Affairs)

('the Parties')

## Whereas

- a) The Métis people in Manitoba represented by the MMF are part of the historic Métis people with a unique culture. The MMF is conducting self-government negotiations, including agreements which may affect or benefit Métis people, with governments of Manitoba and Canada.
- b) Manitoba is prepared to enter into negotiations with Canada and provincial and local Aboriginal groups to reach agreements to strengthen the self sustaining capacity of Aboriginal people.
- c) Canada will be guided in the negotiations under this MOU by its 1995 *Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government* policy, and is prepared to enter into negotiations with regional and local Aboriginal groups and the Provinces.

## 1. Purpose

- 1.1 The parties are committed to entering into negotiations intended to reach agreements on establishing institutions of self-government for Métis people in Manitoba.
- 1.2 The Parties are also committed to entering into negotiations intended:
  - a) to reach agreements to strengthen the self-sustaining capacity of Métis individuals, families and communities;
  - b) to develop and coordinate policies to bring decision-making respecting the design and delivery of public services closer to Métis families; and
  - c) to make arrangements for the delivery of programs and services for communities that receive such benefits.

## 2. Objective

The objective of this MOU is to establish a forum:

- 2.1 to work cooperatively on the priority issues identified from time to time by Métis people in Manitoba and to coordinate the development of...

## 3. Structure

- 3.1 The Parties will each appoint representatives to the Joint Management Committee ('JMC') that will conduct and coordinate the activities carried out under this MOU.
- 3.2 The JMC may establish working groups or advisory groups as appropriate to carry out the purpose of this MOU.

## 4. Process

- 4.1 The JMC will meet regularly as agreed by its members.
- 4.2 The MMF will propose multi-year work plans and budgets reflecting the priority issues identified by Métis people in Manitoba.
- 4.3 The JMC will review the wordplay and budget in order for the Parties to reach agreement in a timely fashion on a final work plan and budget in support of the activities to be carried out for the purpose of this MOU.

## 5. Consultation

- 5.1 The Division of the Federal Interlocutor for Métis and Non-Status Indians, Privy Council Office, Government of Canada, will consult with relevant departments and agencies of the Government of Canada to seek co-operation in support of the activities identified in this MOU and in the agreed work plans.
- 5.2 The Aboriginal Affairs Secretariat of the Department of Aboriginal and Northern Affairs will consult with the relevant departments and agencies of the Government of Manitoba to seek co-operation in support of the activities identified in this MOU and in the agreed work plans.

- 5.3 The MMF, by its Board representatives...

**6. Evaluation**

6.1 The Parties will annually evaluate the progress made under this MOU and conduct a formal evaluation in year four.

**7. Financing**

7.1 Canada and Manitoba will share equally the agreed costs for the participation of the MMF in this process in accordance with the approved annual work plans and budgets.

7.2 Canada's share of the agreed costs will be subject to an annual appropriation by Parliament, and approval by the Treasury Board of Canada.

7.3 Manitoba's share of the agreed costs will be subject to an annual appropriation by the Legislative Assembly and approval by the Government of Manitoba.

**8. Term**

8.1 The term of this MOU commences on the date noted below and continues until March 31, 2007, subject to Sections 8.2, and may be extended by agreement of the Parties.

8.2 Any Party may terminate this MOU by giving six months' written notice to the other Parties.

**9. Bilateral Relations**

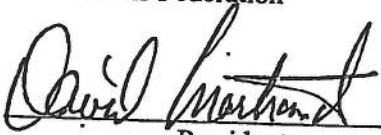
9.1 Nothing in this MOU is intended to preclude the conduct of bilateral discussions or reaching of agreements on any matter of mutual interest between the MMF and Manitoba or Canada.

**10. Interpretation**


10.1 Nothing in this MOU creates binding legal obligations on any Party nor will the MOU be used in the interpretation of any other agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS MEMORANDUM THIS 27 DAY OF May, 2003.


On behalf of the Manitoba  
Métis Federation

  
\_\_\_\_\_  
President

On behalf of Her Majesty the  
Queen in right of Canada

  
\_\_\_\_\_  
Federal Interlocutor for Métis  
and Non-Status Indians

On behalf of Her Majesty the  
Queen in right of Manitoba

  
\_\_\_\_\_  
Minister of Aboriginal and  
Northern Affairs

Consultative for

# Reports

Report Issued  
June 27, 2001

## Aboriginal Justice Implementation Commission Final Report

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### Appendix I

## AJIC recommendations

#### 2.1

The Government of Manitoba place the issue of recognition and reconciliation policies and actions on the agenda of a new Roundtable on Aboriginal Issues, Aboriginal Justice Commission, or such other implementation institution that may be agreed upon between the Province and representatives of the Aboriginal peoples in Manitoba, including in particular the Assembly of Manitoba Chiefs and the Manitoba Metis Federation.

#### 2.2

The Interpretation Act of Manitoba be amended to provide that all legislation be interpreted subject to Aboriginal and treaty rights.

#### 2.3

The Government of Manitoba formally renounce its half interest in minerals within Indian reserves.

#### 2.4

The Government of Manitoba place the issue of the establishment of an Aboriginal Justice System on the agenda of the Aboriginal Justice Commission or such other institution as may be set up to implement the recommendations of the Aboriginal Justice Inquiry.

#### 3.1

The Government of Manitoba develop and adopt, with the full participation of the Manitoba Metis Federation, a comprehensive Métis policy on matters within its jurisdiction.

#### 3.2

The Government of Manitoba cooperate with the federal government and other provinces, where appropriate, on the implementation of the Aboriginal Justice Inquiry and the RCAP recommendations.

#### 3.3

Representatives of the Province enter forthwith into discussions with the MMF to begin the process of addressing matters within the jurisdiction of Manitoba that have been the subject of

recommendations by the AJI and the RCAP.

#### 4.1

Any future, major, natural resource developments not proceed, unless and until agreements or treaties are reached with the Aboriginal people and communities in the region, including the Manitoba Metis Federation and its locals and regions, who might be negatively affected by such projects, in order to respect their Aboriginal, treaty, or other rights in the territory concerned.

#### 5.1

The Government of Manitoba commit to reducing the number of young people held in pretrial detention in Manitoba from one of the highest in Canada to at least the national average, and put in place the services to accomplish this.

#### 5.2

As part of a demonstrated commitment to reducing the number of young people held in pretrial detention, the Department of Justice should, as often as possible, publish comparative statistics on its website. If statistics comparing Manitoba with other provinces are only available annually the department should publish its own statistics quarterly with comparative numbers annually.

#### 5.3

The police consider alternatives to the laying of charges in all cases involving Aboriginal youth and, when appropriate, exercise their discretion to take no legal measure or to take measures other than laying a charge.

#### 5.4

Police departments continue to designate youth specialists and provide specialized training to all officers involved in the administration of the Young Offenders Act.

#### 5.5

When a youth court judge denies bail, the judge consider releasing the young offender into the custody of his or her parents, or another responsible person, as contemplated by section 7.1(1)(a) of the Young Offenders Act.

#### 5.6

Aboriginal communities be provided with resources to develop bail supervision and other programs that will serve as alternatives to detention.

#### 5.7

Young offenders be removed from their community only as a last resort and only when the youth poses a danger to some individual or to the community.



**MEMORANDUM OF UNDERSTANDING**  
**REGARDING THE ESTABLISHMENT OF AN**  
**MMF-HYDRO EMPLOYMENT WORKING GROUP**

BETWEEN:

**MANITOBA METIS FEDERATION INC.**  
(Hereinafter referred to as "MMF")

And

**THE MANITOBA HYDRO-ELECTRIC BOARD**  
(Hereinafter referred to as "Hydro")

1. **WHEREAS** Section 35 of the *Constitution Act*, 1982, recognizes and affirms the existing Aboriginal and Treaty Rights of the Aboriginal peoples of Canada, and confirms the Metis as one of Canada's Aboriginal peoples;
2. **AND WHEREAS** MMF is the Metis Nation's representative for the Metis within Manitoba for the purposes of Hydro to Metis Nation negotiations and agreements, service delivery, consultations and decision-making that may affect, or are intended to benefit, the Metis within Manitoba;
3. **AND WHEREAS** Hydro is a major Crown Corporation, employer and service provider in Manitoba;
4. **AND WHEREAS** Hydro has a goal to enhance Aboriginal relations, whereby it hopes to achieve workforce targets of 10% Aboriginal Corporate-wide and 33% in Northern Manitoba by 2005;
5. **AND WHEREAS** Hydro and MMF acknowledge the considerable contribution that can be made to Hydro, its customers, and indeed all Manitoba, by the involvement of the Metis Nation in Hydro recruitment, training, employment and business initiatives;
6. **AND WHEREAS** Hydro recognizes the benefits of facilitating employment opportunities for qualified Metis people and recognizes the benefits of encouraging, attracting and retaining Metis employees;
7. **AND WHEREAS** MMF recognizes benefits to Metis people from improved access to training and employment opportunities in Manitoba and support initiatives to increase awareness and promote participation of Metis people in the Hydro work force;

The preamble forms part of this Memorandum of Understanding.

**NOW THEREFORE** the MMF and Hydro agree to begin discussions in accordance with a common understanding hereinafter set out:

1. Hydro and MMF will establish an Employment Working Group (EWG) intended to support, develop, and increase Metis recruitment, training, employment and business initiatives within Hydro operations;
2. The role and mission of the EWG is:
  - a) to serve as a think tank to provide advice to MMF and Hydro relating to the training, recruitment, employment, and retention of Metis people within Hydro; and
  - b) to function as an information exchange point between MMF and Hydro with respect to information regarding services, training, recruitment and employment opportunities within Hydro, as well as training and employment program initiatives offered by other government departments; and
  - c) to develop, implement, and recommend processes and actions to eliminate systemic barriers which limit Northern and Aboriginal participation in the Hydro workforce.
3. To carry out its role and mission, the EWG shall develop such work plans and methods as it determines shall best serve the joint interests of the parties.
4. Hydro and MMF shall each appoint representatives to the EWG up to a maximum of six (6) for each of the Parties;
5. Hydro and MMF shall be responsible for the costs of their own representatives on the EWG;
6. This Memorandum of Understanding may be amended from time to time with the consent of both Hydro and MMF; provided that such amendments shall not be effective until written and agreed to by each Party;
7. This Memorandum of Understanding may be terminated upon 60 days written notice from either Hydro or MMF;
8. Any written notice required to be given herein by either Hydro or MMF shall be effective if delivered in person, sent by registered mail, or by facsimile, addressed to the Head Office of the Party to whom it is intended;
9. This Memorandum of Understanding is agreed not to be legally binding and is not intended to create, nor to be construed as creating, any rights or obligations between the MMF and Hydro;


10. Nothing in this Memorandum of Understanding shall be construed as diminishing or extinguishing existing or future rights of the MMF to pursue claims, or to seek legal or political redress, for damages incurred by past, present or future Hydro projects, operations or activities;
11. Nothing in this Memorandum of Understanding is intended to alter Aboriginal or Treaty Rights recognized and affirmed under Section 35 of the *Constitution Act*, 1982;
12. Nothing in the Memorandum of Understanding is intended to alter any other agreement of any nature or kind to which Hydro or MMF, or both, may be a Party;
13. All public announcements concerning this Memorandum of Understanding will be jointly coordinated and pre-approved on a timely basis by the Parties, and no reasonable request by either Party for such announcements will be denied.

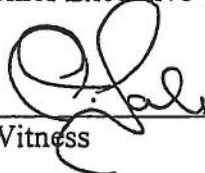
IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the proper officers of each of the parties on the 10<sup>th</sup> day of October, 2002.

**MANITOBA HYDRO-ELECTRIC BOARD**

**MANITOBA METIS FEDERATION**

Per:   
 Bob Brennan  
 Chief Executive Officer


Per:   
 David Chartrand  
 President

Per:   
 Witness

Per:   
 Witness

Per:   
 Witness

Per:   
 Witness

Per:   
 Witness

# MEMORANDUM OF UNDERSTANDING ("MOU")

between

21, JUNE, 1998

*The Manitoba Metis Federation, Inc. ("MMF")*

(represented by its President)

and

*Her Majesty the Queen in right of Canada ("Canada")*

(represented by the Federal Interlocutor for Metis and Non-Status Indians)

and

*Her Majesty the Queen in right of the Province of Manitoba ("Manitoba")*

(represented by the Minister of Northern Affairs)

The MMF, Canada, and Manitoba, being the Parties to this MOU, have reached the following understanding:

## 1. Purpose

The Parties acknowledge and affirm that the Metis people in Manitoba represented by the MMF are part of the historic Metis people with a unique culture, and are committed to entering into discussions in intended to reach agreements on arrangements for the delivery of programs and services, and for the coordination of policies to bring decision-making respecting the design and delivery of public services closer to the Metis families and communities that receive such benefits, and to strengthen the self-sustaining capacity of Metis individuals, families and communities.

## 2. Objective

The objective of this MOU is to establish a forum:

- 2.1 to work cooperatively on the priority issues identified from time to time by the Metis people in Manitoba and to coordinate the development and implementation of policies that affect them;
- 2.2 to work towards enhancing the quality of life of Metis families in Northern, rural and urban areas, and in traditional or predominantly Metis communities in the Province; and
- 2.3 to reach agreements on the nature and functions of Metis institutions and mechanisms that may deliver programs and services and provide for long-term stable financing for these institutions and mechanisms.

## 3. Structure

- 3.1 The Parties will each appoint representatives to the Joint Management Committee ("the JMC") that will conduct and coordinate the activities carried out under this MOU in a manner determined by the JMC.
- 3.2 The JMC may establish working groups or advisory groups as appropriate to carry out the purpose of this MOU.

## 4. Process

- 4.1 The JMC will meet regularly as agreed by its members.
- 4.2 The MMF will annually propose a workplan and budget reflecting the priority issues identified by the Metis people in Manitoba.
- 4.3 The JMC will review the workplan and budget in order for the Parties to reach agreement in a timely fashion on a final workplan and budget in support of the activities to be carried out for the purpose of this MOU.

## 5. Consultation

- 5.1 The Aboriginal Affairs Secretariat of the Privy Council Office will consult with the relevant departments and agencies of the Government of Canada to obtain co-operation in support of the activities identified in this MOU and in the agreed workplans.
- 5.2 The Native Affairs Secretariat of the Department of Northern Affairs will consult with the relevant departments and agencies of the Government of Manitoba to obtain co-operation in support of the activities identified in this MOU and in the agreed workplans.

5.3 The MMF, by its Board representatives, will actively seek the views of the Metis people in Manitoba on emerging priority issues to be addressed in this forum and will report regularly to them on the progress made pursuant to this MOU and determine Metis support for any significant proposed agreements.

6. Evaluation

6.1 The Parties will annually evaluate the progress made under this MOU and determine the extent to which its objective is being met.

7. Financing

7.1 Canada and Manitoba will share equally the agreed costs for the participation of the MMF in this process in accordance with the approved annual workplans and budgets.

7.2 Canada's share of the agreed costs will be subject to an annual appropriation by Parliament, and approval by the Treasury Board of Canada.

7.3 Manitoba's share of the agreed costs will be subject to an annual appropriation by the Legislative Assembly and approval by the Government of Manitoba.

8. Term

8.1 This MOU is made for the period starting April 1, 1998 and ending March 31, 2001, and may be extended by agreement of the Parties.

8.2 Any Party may terminate this MOU by giving six months' written notice to the other Parties.

9. Bilateral Relations

9.1 Nothing in this MOU is intended to preclude the conduct of bilateral discussions or reaching of agreements on any matter of mutual interest between the MMF and Manitoba or Canada.

10. Interpretation

10.1 Nothing in this MOU abrogates, derogates from, or creates any Aboriginal, treaty or other rights and freedoms that may pertain to the Metis people in Manitoba.

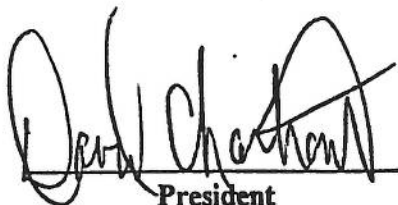
10.2 This MOU is not intended to create a legally-binding agreement but is intended to reflect the mutual understanding of the Parties.

10.3 This MOU is not intended to affect the interpretation of any other agreement between the Parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MEMORANDUM

ON THE 21<sup>st</sup> DAY OF June, 1998.

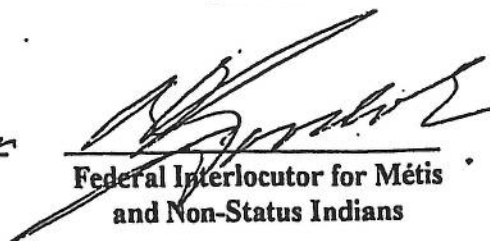
On behalf of the  
Manitoba Metis Federation

  
President

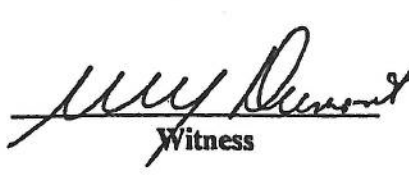
On behalf of Her Majesty  
the Queen in right of the  
Province of Manitoba

  
Minister Responsible for  
Native Affairs

On behalf of Her Majesty  
the Queen in right of  
Canada

  
Federal Interlocutor for Métis  
and Non-Status Indians

  
Witness

  
Witness

  
Witness

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING NEGOTIATIONS TO DEVELOP A**  
**METIS CO-MANAGEMENT FRAMEWORK AGREEMENT**

BETWEEN:

**MANITOBA CONSERVATION**

And

**MANITOBA METIS FEDERATION INC.**

WHEREAS:

1. The Minister of Conservation (the "Minister") is responsible for the management of lands, waters, natural resources and the environment on Crown lands within the province of Manitoba pursuant to and subject to the provisions and obligations of the *Manitoba Natural Resources Transfer Agreement*; and
2. Nothing in this Memorandum of Understanding will prejudice or interfere with the ability of the Minister to carry out his legal responsibilities and obligations; and
3. The Metis had an important historic role in the founding of Manitoba and the Metis have traditionally used, and will continue into the future, to make use of lands, waters and resources within Manitoba; and
4. The Metis take the position that The Manitoba Act 1870 and the Dominion Lands Act 1879 acknowledged the Aboriginal title and rights of the Metis. Furthermore, the Metis assert that Metis Aboriginal title and rights were never extinguished and that consent was never given by the Metis to cease hunting, fishing, trapping and gathering, nor to stop using the land for other subsistence and commercial purposes; and
5. Section 35 of the Constitution Act 1982 recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada and states that the Metis are one of Canada's Aboriginal peoples; and
6. The Metis accept as true that they have existing Aboriginal and treaty rights, such as, but not limited to, existing Metis subsistence hunting, fishing, trapping and other harvesting and commercial rights; and

7. The Metis acknowledge their responsibility for stewardship and conservation of renewable resources; and
8. Manitoba Conservation and the Manitoba Metis Federation Inc. both wish to enhance the participation of the Metis in matters of natural resources management and create a proactive and positive working relationship between Manitoba Conservation and the Manitoba Metis Federation Inc.; and
9. Manitoba Conservation and the Manitoba Metis Federation Inc. wish to clarify each others' roles, responsibilities and activities in a climate of uncertainty with respect to natural resources management; and
10. Manitoba Conservation acknowledges that the Manitoba Metis Federation Inc. represents the Metis Nation within Manitoba for the purposes of this Memorandum of Understanding.

The Preamble forms part of this Memorandum of Understanding.

NOW THEREFORE, Manitoba Conservation and the Manitoba Metis Federation Inc. ("the Parties") agree to begin the negotiation of a *Metis Co-Management Framework Agreement* ("*Framework Agreement*") in accordance with the principles hereinafter set out:

1. The Parties will enter a formal negotiation process to develop a *Framework Agreement*, which will signify a working partnership between Manitoba Conservation and the Manitoba Metis Federation Inc.;
2. The Parties agree that the following principles will guide the development of the *Framework Agreement* and be reflected in the *Framework Agreement*:
  - 2.1 The Parties will work together to respect any Aboriginal or treaty rights of Metis people relating to natural resources that may be established or recognized from time to time;
  - 2.2 The Parties should use a co-operative approach to the sustainable management and development of resources, including, but not limited to, disclosure of, access to and exchange of information relevant to the implementation of the *Framework Agreement*;
  - 2.3 Planning and decision-making should be carried out with consideration of all relevant environmental, economic, cultural and social factors and the principles and guidelines pursuant to *The Sustainable Development Act (Manitoba)*.
  - 2.4 It is understood that there will be opportunities for consultation with all stake holders or third party interest holders as required.

3. To negotiate the *Framework Agreement*, each Party will appoint representatives to a *Negotiating Committee* up to a maximum of four. While not limiting the generality of the foregoing, the mandate of this *Negotiating Committee* will be to:
  - 3.1 Establish the terms of reference for the negotiations, and further define the roles and responsibilities of the *Negotiating Committee*, in consultation with the Parties;
  - 3.2 Further develop a common vision for the negotiations;
  - 3.3 Identify and prioritize the issues, goals and objectives;
  - 3.4 Develop an action plan, timeline and decision-making process to address the priority issues, goals and objectives;
  - 3.5 Define the frequency and location of the negotiation meetings;
  - 3.6 Establish and coordinate temporary sub-committees and technical working groups as appropriate and as required;
  - 3.7 Quantify the financial and technical resources required and draft work plans and budgets to support the negotiations, and any additional activities requested of the *Negotiating Committee*. The Parties will pursue funding mechanisms recommended by the *Negotiating Committee*; and
  - 3.8 Develop the *Framework Agreement*.
4. The *Negotiating Committee* will survive the negotiations and signing of the *Framework Agreement*, and will assist Manitoba Conservation and the Manitoba Metis Federation Inc. in the *Framework Agreement's* implementation;
5. Immediately following the signing of this Memorandum of Understanding, all Parties will commence and support, in good faith, the negotiation process towards the development of the *Framework Agreement*;
6. All public announcements, concerning this Memorandum of Understanding and the negotiations, will be jointly coordinated and pre-approved by the Parties, and no reasonable request by either Party for such announcements will be denied.
7. This Memorandum of Understanding is made by the Parties as an expression of their common understanding. This Memorandum of Understanding does not create any legally binding rights between the Parties. Nothing in this Memorandum of Understanding affects any Aboriginal or treaty or constitutional rights, or any claims to lands or resources, or any other legal entitlements of the Manitoba Metis Federation Inc. and/or its members, or of any trust or obligation of the Crown.



In witness whereof the Parties have executed this Memorandum of Understanding on the dates indicated below.

  
\_\_\_\_\_

The Honourable Oscar Lathlin  
Minister, Manitoba Conservation

  
\_\_\_\_\_

President David Chartrand  
Manitoba Metis Federation Inc.

On the 20 day of Sept, 2002

On the 20<sup>th</sup> day of Sept, 2002.

  
\_\_\_\_\_


Witness

  
\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

  
\_\_\_\_\_

Witness