

THIS REGIONAL FRAMEWORK AGREEMENT
(the “REGIONAL FRAMEWORK”)
effective as of the 26 day of March, 2014.

BETWEEN:

Aroland First Nation, as represented by the Chief and Council
and
Constance Lake First Nation, as represented by the Chief and Council
and
Eabametoong First Nation, as represented by the Chief and Council
and
Ginoogaming First Nation, as represented by the Chief and Council
and
Long Lake #58 First Nation, as represented by the Chief and Council
and
Marten Falls First Nation, as represented by the Chief and Council
and
Neskantaga First Nation, as represented by the Chief and Council
and
Nibinamik First Nation, as represented by the Chief and Council
and
Webequie First Nation, as represented by the Chief and Council

(individually referred to as a “First Nation” and collectively referred to as the “First Nations”)

-AND-

Her Majesty the Queen In Right of Ontario, as represented by the Minister of Northern Development and Mines (“Ontario”)

(The First Nations and Ontario are collectively referred to as the “Parties” and each First Nation and Ontario are individually referred to as a “Party”)

- a. WHEREAS the Parties have agreed to participate in a community-based process of negotiation related to mineral and other related developments in the area known as the Ring of Fire (the “Regional Process”);
- b. And Whereas the Parties acknowledge that mineral and other related developments in the area known as the Ring of Fire may have differential

- potential impacts on individual First Nation communities, and accordingly implementation of this Regional Framework and related agreements will reflect an equitable approach that is proportionate to the degree of potential impact on a particular First Nation;
- c. And Whereas the Parties acknowledge that Ontario has entered into a Memorandum of Understanding (“MOU”) with Marten Falls First Nation and a Memorandum of Cooperation (“MOC”) with Webequie, related to mineral exploration and development activities, and that entering into this Regional Framework does not alter or modify Ontario’s commitments in the MOU and MOC respectively, to which Ontario remains firmly committed, and to which it will give a continuing priority in its direct discussions with Marten Falls First Nation and Webequie First Nation;
 - d. And Whereas the Parties acknowledge that each First Nation will direct its own decision-making with respect to the Regional Process;
 - e. And Whereas the Parties desire to foster a positive long-term government-to-government relationship to create benefits and opportunities to improve the economic prosperity and quality of life for the First Nations while taking an environmentally responsible approach to mineral development in the area known as the Ring of Fire, which approach is culturally sensitive, and which is respectful of constitutional rights;
 - f. And Whereas the Parties acknowledge that participation in this Regional Framework does not constitute support by the First Nations for any specific development project relating to the area known as the Ring of Fire;
 - g. And Whereas the Parties desire to continue to build a more positive long-term relationship supported by reaching related agreements pursuant to this Regional Framework;
 - h. And Whereas the Parties recognize and affirm that the Crown has specific constitutional obligations of consultation and accommodation in relation to mineral development projects that might adversely affect Aboriginal or Treaty rights in the area known as the Ring of Fire and to do so in ways that reflect the law relating to section 35 of the Constitution Act, 1982;
 - i. And Whereas the Federal Government has its own constitutional obligations to each First Nation which are not replaced by the Regional Process;
 - j. And Whereas the Parties are committed to continue to create opportunities for individual First Nation communities to have meaningful participation into mineral exploration and development decisions in the area known as the Ring of Fire in a

way that is proportionate to the degree of potential impact on a particular First Nation, and to fostering economic opportunities for the First Nations;

- k. And Whereas third parties, including the Federal Government, other communities, and existing and future proponents may have an interest in the Regional Process;
- l. And Whereas the Parties desire to enter into a Regional Framework to set out certain Principles and Objectives and other parameters to facilitate the negotiation of agreements as part of the Regional Process on the subject matters provided herein;

Now therefore the Parties enter into this Regional Framework on the following terms:

A. PRINCIPLES AND OBJECTIVES

1. Principles

The Parties agree that the Principles that shall govern this Regional Framework are as follows:

- a) **Government-to-Government:** Recognition of the government-to-government relationship among the Parties, with the willingness and commitment to strengthen that relationship, including through respect for and good faith intention to reconcile differences between the Parties.
- b) **Existing Rights:** Commitment to respect the existing legal and constitutional rights of all Parties.
- c) **Positive and Long-Term Relationship:** Willingness and commitment to forge a positive and long-term relationship based on the Principles herein, recognizing the past and seeking to build a more positive future.
- d) **Mutual Respect:** Willingness and commitment to hear each other and to act honourably and in good faith toward each other, including through meaningful appreciation of the Parties' perspectives, constraints, values and culture.
- e) **Mutual Understanding:** Willingness and commitment to understand each other's cultures, responsibilities and limitations.

- f) **Meaningful Participation:** Willingness and commitment to create and implement mechanisms that achieve culturally sensitive, inclusive and meaningful opportunities for the individual First Nation communities to participate in matters related to mineral development in the area known as the Ring of Fire in a manner which is respectful of constitutional rights.
- g) **Mutual Accountability:** Willingness and commitment to create and implement mechanisms to ensure that the Principles, Objectives and other provisions of this Regional Framework are carried out in their spirit and intent.
- h) **Importance of the Federal Government's Role:** Acknowledgement that strategies to appropriately engage the Federal Government will need to be developed and implemented in consideration of: the Federal Government's ongoing constitutional and other obligations regarding the individual First Nation communities; the need to improve social and economic conditions for the individual First Nation communities; the need for the Federal Government to contribute its fair share to support environmentally responsible development in the area known as the Ring of Fire; and the Federal Government's central role in many other matters addressed in this Regional Framework, or in other related agreement(s).
- i) **Other Aboriginal Communities:** Acknowledgement that this Regional Framework and any related agreement(s) may have implications for other communities, which will need to be appropriately considered.
- j) **Third Parties:** Recognition that this Regional Framework and any related agreement(s) may have implications for third parties, which will need to be appropriately considered.

2. Objectives

The Parties agree that the Objectives of this Regional Framework are, in accordance with the Principles outlined herein, to facilitate:

- a) the negotiation of one or more related agreement(s), on a timely basis and within constitutional and Ontario's legislative frameworks along with consideration of relevant Canadian best practices and precedents, on:
 - (i) long term environmental monitoring on a regional basis, taking into account ongoing environmental assessment and land-use planning processes;

- (ii) industrial and regional infrastructure planning and implementation, including transportation, energy generation and transmission, on-reserve infrastructure, and regional communications technology;
 - (iii) improving community social and economic development supports in the First Nations; and
 - (iv) the equitable sharing of the economic benefits of mineral and related development connected with the area known as the Ring of Fire, including the sharing of Crown resource mining tax and/or mining royalty revenues and the additional economic benefits resulting from agreed upon approaches to matters set out in clauses i), ii) and iii) above.
- b) the negotiation of one or more related agreement(s), on a priority basis and within the existing legislative framework, along with consideration of relevant Canadian best practices and precedents, on ways in which individual First Nation communities will have enhanced participation in the provincial environmental assessments that have been commenced in respect of mineral-development and related infrastructure projects in the area known as the Ring of Fire. Without limiting the generality of the foregoing these enhancements will:
- (i) be community-specific and community-focussed;
 - (ii) be culturally sensitive;
 - (iii) reflect the importance of the land, air, water, wildlife, and all components of the environment;
 - (iv) recognize the significance of traditional land use activities among the First Nations, including trapping, fishing, hunting, gathering and others, and encourage the hearing of the views from the people engaged in these activities;
 - (v) take into account scientific knowledge and traditional First Nation knowledge;
 - (vi) reflect meaningful involvement of individual First Nation communities that is reflective of the different potential impacts of mineral developments and related infrastructure projects on each particular First Nation; and
 - (vii) recognize the role and responsibility of the proponents within the existing legislative framework.
- c) The Parties agree to discuss future projects undergoing Ontario environmental assessments in respect of mineral-development and related infrastructure

projects in the area known as the Ring of Fire in light of provisions in, and any related agreement(s) reached, pursuant to paragraphs A.2.a) and A.2.b) above.

B. IMPLEMENTATION AND FUNDING

1. Implementation

Recognizing that each First Nation will determine how negotiations in the Regional Process will be carried out on behalf of the First Nations, the Parties will work together to:

- a) develop processes required to implement this Regional Framework and the development of any related agreement(s);
- b) establish, as appropriate, committees and/or working groups which may be assigned roles with respect to the development of proposals for the implementation of this Regional Framework and the development of any related agreement(s);
- c) determine the purpose, goals, function, composition, governance and reporting structures, and terms of reference of the committees and working groups established under this Regional Framework and any related agreement(s);
- d) develop a communications plan to be undertaken under this Regional Framework and any related agreement(s);
- e) set priorities for negotiating matters related to the implementation of this Regional Framework and the development of any related agreement(s); and
- f) develop the workplan(s) and timetable(s) for work to be undertaken under this Regional Framework and any related agreement(s).

2. Funding

Recognizing the necessity to provide adequate and reasonably necessary funding for the work to be completed under this Regional Framework,

- (i) the Parties will work together to develop a budget based upon workplan(s) and timetable(s) agreed to by the Parties;

- (ii) the Ontario Ministry of Northern Development and Mines will provide funding to each First Nation, or any grouping of First Nations as determined by those First Nations, based on agreed upon budgets to cover costs that are reasonably necessary to support the implementation of this Regional Framework;
- (iii) funding will be provided in accordance with funding agreement(s); and
- (iv) all expenditures eligible for funding by Ontario will be reasonable and in conformity with applicable Government of Ontario directives and appropriations.

C. GENERAL PROVISIONS

1. Non – Derogation

Nothing in this Regional Framework, or of any related agreement(s) made hereunder, shall be construed so as to abrogate or derogate from the protection provided for the Aboriginal and Treaty rights of the Aboriginal peoples of Canada, including those of any First Nation, as recognized and affirmed by section 35 of the Constitution Act, 1982 and the related jurisprudence thereunder.

2. Without Prejudice

- a) Any position taken by a Party as part of the negotiation of this Regional Framework or of any related agreement(s) made hereunder is without prejudice to the legal positions of that Party.
- b) This Regional Framework does not limit the position any Party may take in any legal or administrative proceedings.

3. Notice

- a) Notice under this Regional Framework is to be provided in writing and is to be delivered personally or sent by fax or registered mail to the Parties at the following addresses:
 - (i) to the First Nations:

Chief
Aroland First Nation
PO Box 10
Aroland, ON P0T 1B0
Fax: (807) 329-5750

Chief
Constance Lake First Nation
PO Box 4000
Constance Lake, ON P0L 1B0
Fax: (705) 463-2222

Chief
Eabametoong First Nation
PO Box 298
Fort Hope, ON P0T 1L0
Fax: (807) 242-1441

Chief
Ginoogaming First Nation
PO Box 89
Longlac, ON P0T 2A0
Fax: (807) 876-2495

Chief
Long Lake No. 58 First Nation
PO Box 609
Longlac, ON P0T 2A0
Fax: (807) 876-2757

Chief
Marten Falls First Nation
General Delivery
Ogoki Post, ON P0T 2L0
Fax: (807) 349-2511

Chief
Neskantaga First Nation
PO Box 105
Lansdowne House, ON P0T 1Z0
Fax: (807) 479-1138

Chief
Nibinamik First Nation

General Delivery
Summer Beaver, ON P0T 3B0
Fax: (807) 353-1218

Chief
Webequie First Nation
P.O. Box 268
Webequie, ON P0T 3A0
Fax: 807-353-1218

and a copy shall be provided to:

CEO
Matawa First Nations Tribal Council
233 South Court Street, 2nd floor
Thunder Bay, ON P7B 2X9
Fax: (807) 344-2977

(ii) to Ontario:

Assistant Deputy Minister
Ring of Fire Secretariat
Ministry of Northern Development and Mines
123 Edward Street, Suite 1305
Toronto, ON M5G 1E2
Fax: (416) 326-4777

b) The notice will be presumed to have been received:

- (i) if delivered personally, on the day that it was delivered;
- (ii) if sent by fax, on the next business day after it was transmitted; and
- (iii) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

4. Termination

This Regional Framework may be terminated:

- (i) by mutual consent of the Parties; or
- (ii) upon the expiry of 90 days of the First Nations giving notice to Ontario or Ontario giving notice to the First Nations.

5. Execution

- a) Concurrent with the execution of this Regional Framework or any related agreement:
 - (i) each First Nation will deliver to MNDM a certified copy of the resolution(s) approving and authorizing the execution of this Regional Framework or applicable related agreement that have been duly passed by the Band Council of each First Nation; and
 - (ii) MNDM will deliver to the First Nations a certificate to the effect that this Regional Framework or applicable related agreement has been approved by the Government of Ontario, where required, and that the relevant Minister is authorized to execute the applicable agreement.
- b) This Regional Framework may be executed by fax or scanned email copy and if so executed, shall be legal, valid and binding on any Party executing in such a manner.
- c) This Regional Framework may also be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement binding on the Parties hereto provided each Party hereto has executed at least one counterpart and each shall be deemed to be an original notwithstanding that all Parties are not signatory to the same counterparts.
- d) This Regional Framework comes into force and effect on the day it has been executed by the Minister of MNDM and the Chiefs of each First Nation.
- e) The Parties have executed this Regional Framework on the dates set out below.

SIGNED on behalf of the AROLAND FIRST NATION,
as represented by Chief Sonny Gagnon

Signature: *Original signed by Chief Sonny Gagnon*

Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Henry Kashkesh*

Signature: *Original signed by Henry Kashkesh*

Date: *March 26, 2014*

SIGNED on behalf of the CONSTANCE LAKE FIRST NATION,
as represented by Chief Fred Sackaney

Signature: *Original signed by Chief Fred Sackaney*

Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Darius Ferris*

Signature: *Original signed by Darius Ferris*

Date: *March 26, 2014*

SIGNED on behalf of the EABAMETOONG FIRST NATION,
as represented by Chief Elizabeth Atlookan

Signature: *Original signed by Chief Elizabeth Atlookan*

Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Harry Papah*

Signature: *Original signed by Harry Papah*

Date: *March 26, 2014*

SIGNED on behalf of the GINOOGAMING FIRST NATION,
as represented by Chief Celia Echum

Signature: *Original signed by Chief Celia Echum*

Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Maurice Waboose*

Signature: *Original signed by Maurice Waboose*

Date: *March 26, 2014*

SIGNED on behalf of the LONG LAKE #58 FIRST NATION,
as represented by Chief Allen Towegishig

Signature: *Original signed by Chief Allen Towegishig* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Marlo Wesley*

Signature: *Original signed by Marlo Wesley* Date: *March 26, 2014*

SIGNED on behalf of the MARTEN FALLS FIRST NATION,
as represented by Chief Eli Moonias

Signature: *Original signed by Eli Moonias* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Gilbert Bob Baxter*

Signature: *Original signed by Gilbert Bob Baxter* Date: *March 26, 2014*

SIGNED on behalf of the NESKANTAGA FIRST NATION,
as represented by Councillor Roy Moonias

Signature: *Original signed by Councillor Roy Moonias* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Wayne Moonias*

Signature: *Original signed by Wayne Moonias* Date: *March 26, 2014*

SIGNED on behalf of the NIBINAMIK FIRST NATION,
as represented by Chief Johnny Yellowhead

Signature: *Original signed by Chief Johnny Yellowhead* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Capinias Wabasse*

Signature: *Original signed by Capinias Wabasse* Date: *March 26, 2014*

SIGNED on behalf of the WEBEQUIE FIRST NATION,
as represented by Chief Cornelius Wabasse

Signature: *Original signed by Chief Cornelius Wabasse* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *Ananias Spence*

Signature: *Original signed by Ananias Spence* Date: *March 26, 2014*

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Northern Development and Mines, Hon. Michael
Gravelle

Signature: *Original signed by Hon. Michael Gravelle* Date: *March 26, 2014*

Signed in the presence of [name of witness]: *George Ross*

Signature: *Original signed by George Ross* Date: *March 26, 2014*