

**MI'KMAQ - NOVA SCOTIA - CANADA
TRIPARTITE FORUM
MEMORANDUM OF UNDERSTANDING**

BETWEEN: THE THIRTEEN MI'KMAW SAQMAQ
(hereinafter known as "the Mi'kmaq of Nova Scotia")
and HER MAJESTY THE QUEEN IN RIGHT OF NOVA SCOTIA represented
herein by the member of the Executive Council responsible for Aboriginal Affairs
(hereinafter referred to as "Nova Scotia")
and HER MAJESTY THE QUEEN IN RIGHT OF CANADA represented herein by
the Minister of Indian Affairs and Northern Development (hereinafter referred to as
"Canada")

WHEREAS the Mi'kmaq of Nova Scotia, Nova Scotia and Canada have recognized the
value of formal tripartite discussions between the federal and provincial Governments
and the Mi'kmaq of Nova Scotia;

WHEREAS the Royal Commission on the Donald Marshall Jr. Prosecution
recommended the establishment of a Tripartite Forum to mediate and resolve outstanding
issues between the Mi'kmaq of Nova Scotia, Nova Scotia and Canada;

WHEREAS there are outstanding issues among Nova Scotia, Canada, and the Mi'kmaq
of Nova Scotia including the inherent right to self-government, and treaty issues; and

WHEREAS the Mi'kmaq of Nova Scotia, Nova Scotia and Canada believe that it is
desirable to participate in a Tripartite Forum to jointly discuss, investigate and negotiate
measures that will assist in the resolution of issues of mutual concern between the
Mi'kmaq of Nova Scotia, Nova Scotia and Canada.

THE PARTIES HERETO MAKE THE FOLLOWING COMMITMENTS:

- 1.0 The Parties agree to affirm a Terms of Reference for the Tripartite Forum which may
be amended from time to time as agreed to by all of the Parties; (attached hereto as
Appendix A).
- 2.0 The Parties shall by mutual agreement:
 - (a) jointly discuss, investigate and negotiate measures that will assist in the resolution of
issues, matters and topics of mutual concern; and
 - (b) establish work plans including time frame, manner of negotiation and resourcing on
such issues, matters and topics.
- 3.0 The Parties agree that Canada and Nova Scotia shall share costs associated with the
participation of representatives of the Mi'kmaq of Nova Scotia, as agreed to by all
Parties.
- 4.0 The Parties agree that this Memorandum of Understanding shall not preclude and
shall be without prejudice to:

- (a) any other discussions, either tripartite or bilateral, between the Mi'kmaq of Nova Scotia, or individual Mi'kmaq First Nation Bands and Nova Scotia or Canada on matters of mutual concern, or between any organization and Nova Scotia or Canada on matters of mutual concern; and
- (b) the positions which any of the Parties may adopt in any other forum.

5.0 The Parties agree that this Memorandum of Understanding is intended as an expression of goodwill and political commitment to enter discussions. It is not intended to either create, define or effect legal rights or to be construed as an interpretive aid in the determination of any legal right.

6.0 This Memorandum of Understanding shall come into force and effect on the date of its signature and shall continue in force and effect unless terminated by one or more of the Parties upon six months written notice to the other Parties hereto.

7.0 The Parties agree that nothing in this Memorandum of Understanding shall be so construed as to affect, prejudice, derogate or abrogate from Aboriginal, Treaty, Constitutional or any other rights, privileges or freedoms which have been accrued or which may accrue to the Mi'kmaq of Nova Scotia regardless of whether such rights, privileges or freedoms are acknowledged, established, recognized or defined before or after the signing of this Memorandum of Understanding.

8.0 (a) In the event of the withdrawal from this Memorandum of Understanding by one or more of the thirteen Saqmaq of Nova Scotia, said withdrawal shall be without prejudice to the continued operation of the Mi'kmaq - Nova Scotia - Canada Tripartite Forum. Saqmaq who have previously withdrawn, and any other Mi'kmaw Saqmaq may be added to the Mi'kmaq - Nova Scotia - Canada Tripartite Forum on agreement by all Parties to the same.

(b) Notwithstanding Clause 8.0 (a), for the continued operation of the Mi'kmaq - Nova Scotia - Canada Tripartite Forum, seventy-five percent (75%) of the Mi'kmaq Saqmaq of Nova Scotia must be participating, and these Saqmaq must represent a majority of the total Band membership for Nova Scotia Mi'kmaq Bands.

SIGNED on behalf of the Mi'kmaq Bands of Nova Scotia, the Province of Nova Scotia and the Government of Canada this 2nd day of July 1997.

IN WITNESS HERETO:

Ben Sylliboy
Kji Saqmaq

Alexander Denny
Kji Keptin

ON BEHALF OF THE MI'KMAQ
OF NOVA SCOTIA:

Saqmaq Deborah Robinson
Acadia Band Afton Band

Saqmaq Kerry Prosper

Saqmaw Lawrence Toney Jr. *
~~Annapolis Valley Band~~

Saqmaw Frank Meuse
Bear River Band

Saqmaw Lindsay Marshall
Chapel Island Band

Saqmaw Allison Bernard
Eskasoni Band

Saqmaw Shirley Clarke
Horton Band

Saqmaw Terrance Paul
Membertou Band

Saqmaw Lawrence Paul
Millbrook Band

Saqmaw Albert Denny
Pictou Landing Band

Saqmaw Reginald Maloney
Shubenacadie Band

Saqmaw Mary Louise Bernard
Wagmatcook Band

Saqmaw Morley Googoo
Waycobah Band

ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA:

ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF
CANADA:

Premier of Nova Scotia
The Honourable John Savage

Minister of Indian Affairs and
Northern Development
The Honourable Jane Stewart

* At the request of the Council of Annapolis Valley First Nation – via a Band Council Resolution dated 23-01-07, Annapolis Valley terminated their participation in the Forum and requested that the signature of Lawrence Toney Jr. be struck from the MOU.