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***A MEMORANDUM OF UNDERSTANDING***

***BETWEEN THE***

***GOVERNMENT OF SASKATCHEWAN***

***AND THE***

***MEADOW LAKE TRIBAL COUNCIL (M.L.T.C.)***

***RESPECTING PRELIMINARY DISCUSSIONS***

***REGARDING SASKATCHEWAN'S INVOLVEMENT IN THE***

***M.L.T.C - CANADA SELF-GOVERNMENT INITIATIVE***

## **A MEMORANDUM OF UNDERSTANDING**

**BETWEEN:** *THE GOVERNMENT OF SASKATCHEWAN as represented by the Minister responsible for Indian and Metis Affairs - hereinafter referred to as Saskatchewan".*

**AND:** *THE MEADOW LAKE FIRST NATIONS as represented by the Meadow Lake Tribal Council - hereinafter referred to as "MLTC".*

### **WHEREAS**

- A *The Meadow Lake First Nations (MLFNs) take the position that historically they have possessed and continue to possess the inherent right to govern themselves;*
- B. *Saskatchewan recognises the inherent right of the Meadow Lake First Nations to govern themselves within the Constitution of Canada and has confirmed its willingness to negotiate the details of the modern day recognition of that right with the Meadow Lake First Nations;*
- C *The Meadow Lake First Nations (MLFN) have a primary and special relationship with Canada as reflected in Treaties 6, 8, and 10, section 35 of the Constitution Act, 1982 as well as section 91(24) of the Constitution Act, 1867 under which Canada possesses the constitutional legislative authority respecting "Indians and lands reserved for Indians";*
- D. *Saskatchewan does not possess specific legislative authority with respect to First Nations people or lands reserved for First Nations people, but does possess the constitutional authority accorded to it under the Constitution Act, 1867, and related constitutional documents, to enact laws which apply generally throughout the Province of Saskatchewan;*
- E *MLFN takes the position that the Constitution of Canada, their Treaties and their special fiduciary relationship with Canada all reflect and protect their inherent right to self government within Canada generally, have entered into discussions through MLTC with the Government of Canada for the full recognition of the Meadow Lake First Nation Governments at the First Nation and Tribal Council levels;*

- F. *The parties acknowledge that this agreement shall not prejudice or affect in any way the Treaty and Aboriginal rights of the Meadow Lake First Nations and their membership, nor shall it affect or alter in any way the primary constitutional jurisdiction and related responsibilities and obligations of the Government of Canada under section 91(24) of the Constitution Act, 1867, or the Treaties, as further reflected in section 35 of the Constitution Act, 1982.*

***NOW THEREFORE*** the parties agree as follows:

**1.0 Purpose**

- 1.1 *The purpose of this bilateral Memorandum of Understanding is to pursue discussions regarding Saskatchewan's involvement in the MLTC - Canada Self-Government Initiative.*
- 1.2 *The parties shall work to achieve this objective through discussions involving the Governments of Canada, Saskatchewan and the MLTC. These discussions, and any resulting agreements, may be of a tripartite or a bilateral nature as the parties in question deem appropriate.*

**2.0 Representation of the Parties**

- 2.1 *Each party shall designate a representative and officials to carry out the agreed upon discussions.*
- 2.2 *The MLTC shall provide for the Minister, written confirmation of a representative and officials within fifteen days of the signing of this Agreement.*
- 2.3 *The Minister shall provide to MLTC written confirmation of the appointment of a Provincial representative and officials within fifteen days of the signing of this Agreement.*
- 2.4 *Each party retains the right to change its representative and/or officials. The other party shall be provided with notice in writing of any such changes.*

### **3.0 Discussions**

- 3.1 *The discussions will focus on, but are not limited to, (a) establishing a common understanding of how best to involve Saskatchewan to proceed with the MLTC Self-Government Initiative that is practical and results-oriented, and (b) drafting a trilateral agreement that outlines Saskatchewan's involvement in the MLTC - Canada Self-Government Negotiations.*
- 3.2 *Without affecting the generality of 3.1 the discussions will proceed in the manner and subject to the further understandings reflected in the letter from the Honourable Robert Mitchell to Ray Ahenakew and attached hereto.*

### **4.0 Without Prejudice**

- 4.1 *It is specifically acknowledged that the involvement of the Province of Saskatchewan in any discussions pursuant to this Agreement shall be without prejudice to the Aboriginal and Treaty rights of the Meadow Lake First Nations and their membership and the special relationship between the federal government and Indian people and the special responsibilities that this involves.*
- 4.2 *It is specifically acknowledged that the involvement of the Province of Saskatchewan in any discussions pursuant to this Agreement shall be without prejudice to the federal government's primary responsibility and jurisdiction regarding First Nations peoples and shall not infer any such obligations, responsibility, and jurisdiction unto the Province of Saskatchewan.*

### **5.0 Review and Termination**

- 5.1 *The parties agree to undertake a joint review and assessment of the progress achieved within the framework of this Memorandum of Understanding by September 30, 1994.*
- 5.2 *Either party may terminate or suspend this Agreement without cause by providing to the other party written notice of intention to terminate or suspend at least thirty days prior to the intended date of termination.*

5.3 *It is understood that Saskatchewan's participation in the negotiations provided for under this Agreement is based upon a continuing commitment and involvement by the Government of Canada, in First Nation Government negotiations with MLTC, and Saskatchewan retains the right to fully reassess its involvement including the right to withdraw from these negotiations, should Canada cease to be involved in parallel negotiations with MLTC for any reason.*

**ENTERED INTO BY THE PARTIES AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1994.**

*Signed in duplicate for and on behalf of the Government of Saskatchewan as represented by the Minister Responsible for Saskatchewan Indian and Metis Affairs*

Original signed by Robert Mitchell

Original signed by Marv Hendrickson  
*Signed in the presence of:*

*Signed in duplicate for and on behalf of the Meadow Lake First Nations by the duly authorized representatives of the Meadow Lake Tribal Council*

Original signed by Percy Derocher

Original signed by Chief Richard Gladue  
*Signed in the presence of:*