

TRILATERAL AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

The Algonquins of Barriere Lake (having an administrative office at Rapid Lake reserve), represented by their duly authorized Chief, Mr. Jean-Maurice Matchewan;

AND

The Gouvernement du Québec, represented by Mr. Christos Sirros, Minister for Native Affairs, and Mr. Gil Rémillard, Minister for Canadian Intergovernmental Affairs, Mr. Albert Côté, Minister of Forests and Mr. Gaston Blackburn, Minister of Recreation, Hunting and Fishing (hereinafter referred to as "Québec");

AND

The Government of Canada, represented by Ms Monique Landry, Minister of State for Indian Affairs and Northern Development (hereinafter referred to as "Canada").

WHEREAS the Brundtland report put forward the notion of sustainable development;

WHEREAS Québec and the Algonquins of Barriere Lake wish to ensure, on the territory currently used by the latter and included in Annex 1 and in Annex 2, the rational management of renewable resources in view of making possible, with a concern for conservation, their versatile utilization, and the pursuit of the traditional activities by the Algonquins of Barriere Lake;

WHEREAS Québec and the Algonquins of Barriere Lake wish to engage in the preparation of a draft integrated management plan for renewable resources (forests and wildlife) within the framework of a pilot project, in view of making sustainable development possible in the above-mentioned territory;

WHEREAS the experience gained as a result of this pilot project can be applied to other territories in Quebec;

WHEREAS Québec has already expressed the desire to work with the Algonquins of Barriere Lake in the preparation of this management plan;

WHEREAS Québec has taken certain measures making it possible to carry out this management plan;

WHEREAS Canada, having a special fiduciary responsibility towards the Algonquins of Barriere Lake, wishes to support them in this undertaking;

WHEREAS the Algonquins of Barriere Lake and Hydro-Québec are examining the possibility of studying the impacts of the operation of the Baskatong, Cabonga and Dozois reservoirs;

THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

1. The parties within their respective jurisdictions, agree to initiate a trilateral process in view of enabling Québec and the Algonquins of Barriere Lake to prepare a draft integrated management plan for renewable resources (forests and wildlife) with regard to the territory included in Annex 2 and to propose means to carry out the plan. The plan will be prepared with the objective of sustainable development.

2. Within the framework of the trilateral process, the following is to be carried out:

Phase one: the analysis of existing data and, when required for the completing of information, the inventory of renewable natural resources (forests and wildlife) within the perimeter of the territory included in Annex 2 of the present agreement, a study of their utilization, potential and the impacts and the interaction of activities related to their exploitation and development;

The works contemplated by phase one will be done in two stages:

- a) with respect to that part of the study area covered by vertical lines in Annex 2 of the present Agreement (study area A), the works will commence immediately; and
- b) with respect to that part of the study area covered by diagonal lines in Annex 2 of the present Agreement (study area B), the works will commence within one year from the date this agreement comes into force.

However, the parties agree that the Algonquins of Barriere Lake may propose the exchange of any part or parts of the territory within study area A for any part or parts of the territory of equal size within study area B.

Phase two: the preparation, with regard to the territory included in Annex 2, of a draft integrated management plan for renewable resources as defined in section 1, for the purpose of making their sustainable development possible.

The special representatives may, proceeding from the draft integrated management plan, put forward management principles that could apply on the territory viewed by Annex 1.

Phase three: the formulation of recommendations for the carrying out of the draft plan prepared by Québec and the Algonquins of Barriere Lake during phase two; these recommendations may aim at modifying, in the territory included in Annex 2, management and exploitation methods, administrative and contractual adjustments and amendments to regulations or laws.

The special representatives may, proceeding from the draft integrated management plan, put forward management principles that could apply on the territory viewed by Annex 1.

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3. In the framework of the trilateral process, each party assumes its own representation costs.

Common costs of organization (offices, secretary, etc.) are shared in equal parts by the parties.

The costs of expertise and professional services are shared in equal parts by Québec and the Algonquins of Barriere Lake.

At the request of the Algonquins of Barriere Lake, Canada agrees to pay for all costs incurred by the Algonquins of Barriere Lake.

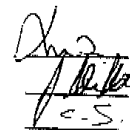
Québec and Canada agree to reimburse the Algonquins of Barriere Lake, up to an amount of 338,000 \$, costs related to the subject of the present Agreement incurred by them prior to the signing of this agreement. The Algonquins of Barriere Lake recognize having already received to that effect an amount of 55,000 \$ by Québec and an amount of 182,000 \$ by Canada. The reimbursement of the remaining amount, that is 101,000 \$, shall be made in equal shares by Québec and Canada within 30 days of the signing of this Agreement by all parties, on submission of invoices.

4. Each of the parties will appoint a special representative mandated to represent them within the framework of the trilateral process. The parties guarantee that their respective representatives will have sufficient authority to make decisions and to apply the provisions of the present Agreement in accordance with the sharing of responsibilities provided for in section 6. The parties agree to appoint their representatives within the three days following the signing of this agreement.
5. The special representatives of Québec and of the Algonquins of Barriere Lake will supervise the work of the task force appointed to identify, within the perimeter of the territory specified in article 2, measures to harmonize the conduct of forestry activities with the traditional activities of the Algonquins of Barriere Lake, as well as the sensitive zones which should be protected more especially in a provisional manner. The special representatives when deemed possible, obvious and necessary may extend outside of the latter one or some sensitive zones identified within the study area specified in article 2. This is the task force that was mentioned in the letter of August 27, 1990, addressed to Mr. Jean-Maurice Matchewan by Messrs. Albert Côté and John Ciaccia and it will include the members to be identified by the Algonquins of Barriere Lake.

The special representatives shall forthwith upon being appointed develop detailed terms of reference for the task force.

The task force will make a report by ~~August 15~~ ^{November 30}, 1991 to the special representatives containing recommendations for the provisional protection (up to the end of the process) of the sensitive zones and the territory so as to minimize the impact of forestry activities on the traditional activities of the Algonquins of Barriere Lake.

6. a) The special representatives appointed, pursuant to section 4, by the three parties must:
- 1) supervise the trilateral process and ensure that it functions efficiently;



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- 2) guarantee constant liaison and cooperation between them and the technical personnel, the political representatives and the senior officials;
 - 3) develop a practical process and a work plan to make the trilateral process work;
 - 4) identify the financial requirements for the smooth functioning of the trilateral process.
- b) The special representatives of Québec and of the Algonquins of Barriere Lake must:
- 1) identify the studies and inventories that are required to be made;
 - 2) identify requirements in expertise and professional services;
 - 3) develop detailed terms of reference for, and supervise the work of, the task force contemplated in section 5;
 - 4) formulate a draft integrated management plan and recommendations for the carrying out of the plan as required in section 2; and
 - 5) formulate recommendations to Québec and to the Algonquins of Barriere Lake concerning the follow-up required on the report submitted by the task force contemplated in section 5.
7. The decisions related to the works contemplated in section 6 a) of this Agreement are reached by consensus of the special representatives of the three parties.

The decisions related to the works contemplated in section 6 b) of this Agreement are reached by consensus of the special representatives of Québec and the Algonquins of Barriere Lake.

Both Québec and the Algonquins of Barriere Lake agree to examine seriously the recommendations contemplated in paragraphs 4 and 5 of section 6 b) that will be submitted to them by the special representatives and to negotiate an agreement on the carrying out of the recommendations retained.

8. The work calendar for the special representatives is as follows:

- at the latest on ^{November 30} ~~August 15~~, 1991:
 submission of the report of the task force mentioned in section 5 regarding the provisional measures in the sensitive zones and the territory;
- at the latest on ^{December 15} ~~September 1st~~, 1991:
 recommendations by the special representatives of Québec and the Algonquins of Barriere Lake regarding follow-up on the task force report;
- Spring of 1994:
 tabling of a draft integrated management plan for renewable resources;

[Handwritten signatures and initials]
 H. J.
 J. B. L.
 C. S.
 J. B. L.
 H. J.
 C. S.

- Autumn of 1994:

recommendations by the special representatives of Québec and the Algonquins of Barriere Lake regarding the carrying out of the draft integrated management plan for renewable resources.

beginning of negotiations between Québec and Algonquins of Barriere Lake in view of an agreement on the carrying out of the recommendations retained.

9. Nothing in this Agreement or annexes prejudices the rights of each of the parties.

Nothing in this Agreement or annexes is to be interpreted as creating, recognising or denying rights under section 35 of the Constitution Act of 1982.

10. This Agreement is binding on the parties and shall be in force when signed by all the parties.

It will terminate on May 26, 1995.


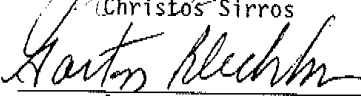
ALGONQUINS OF BARRIERE LAKE

Date _____

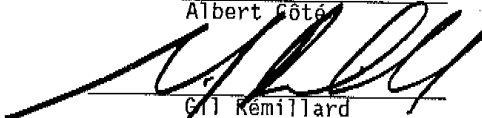

Chief Jean-Maurice Matchewan

Witness _____

Date _____


QUÉBEC

Christos Sirros

Gaston Blackburn


Albert Gôté

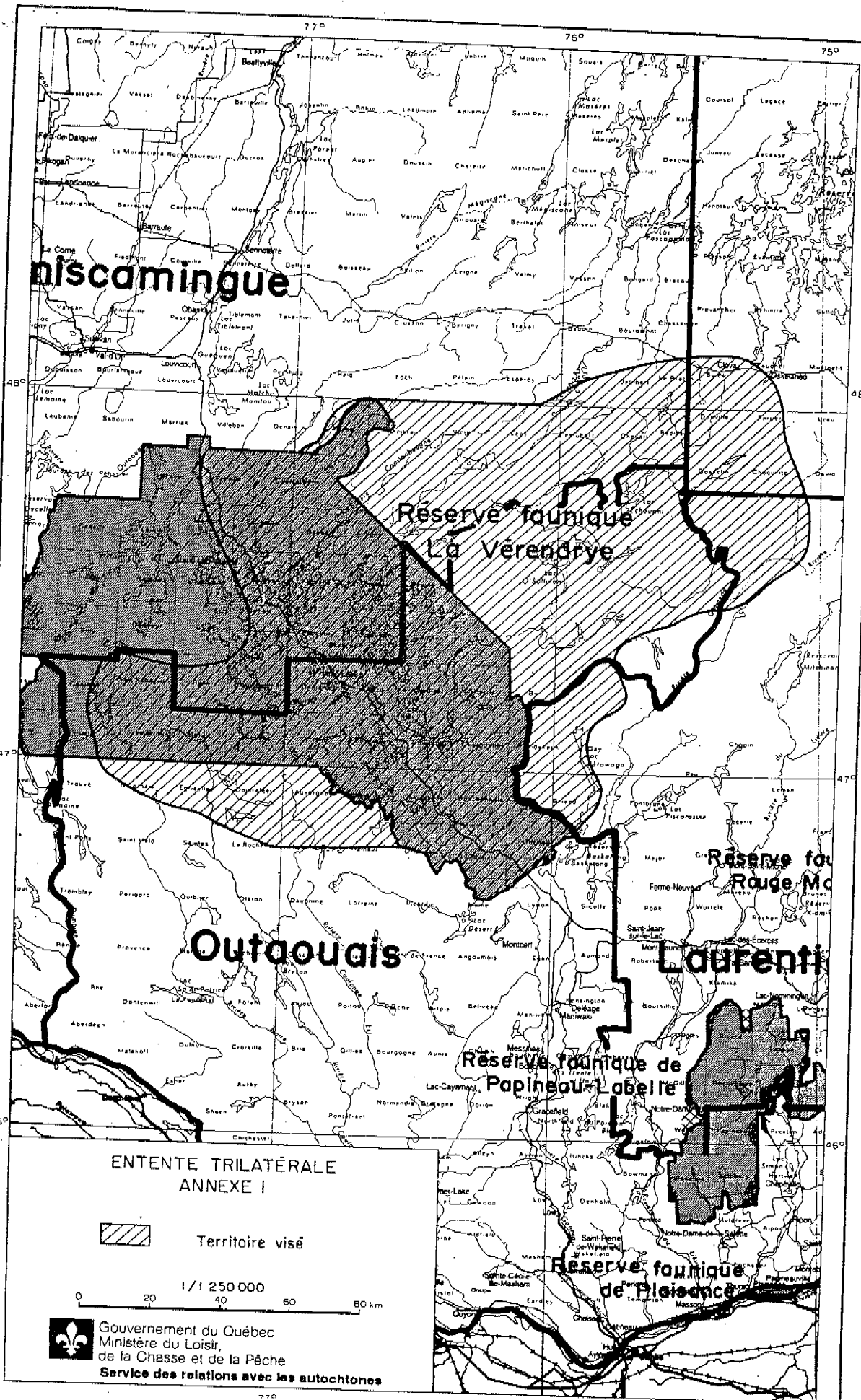

Gil Rémillard

Witness _____

Date _____

CANADA

Monique Landry

Witness _____



Piscamingue

**Réserve faunique
La Vérendrye**

Outaouais

Laurentides

**Réserve faunique de
Papineau-Labelle**

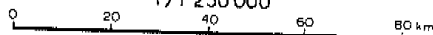
**Réserve faunique
de Plaisance**

ENTENTE TRILATÉRALE
ANNEXE I

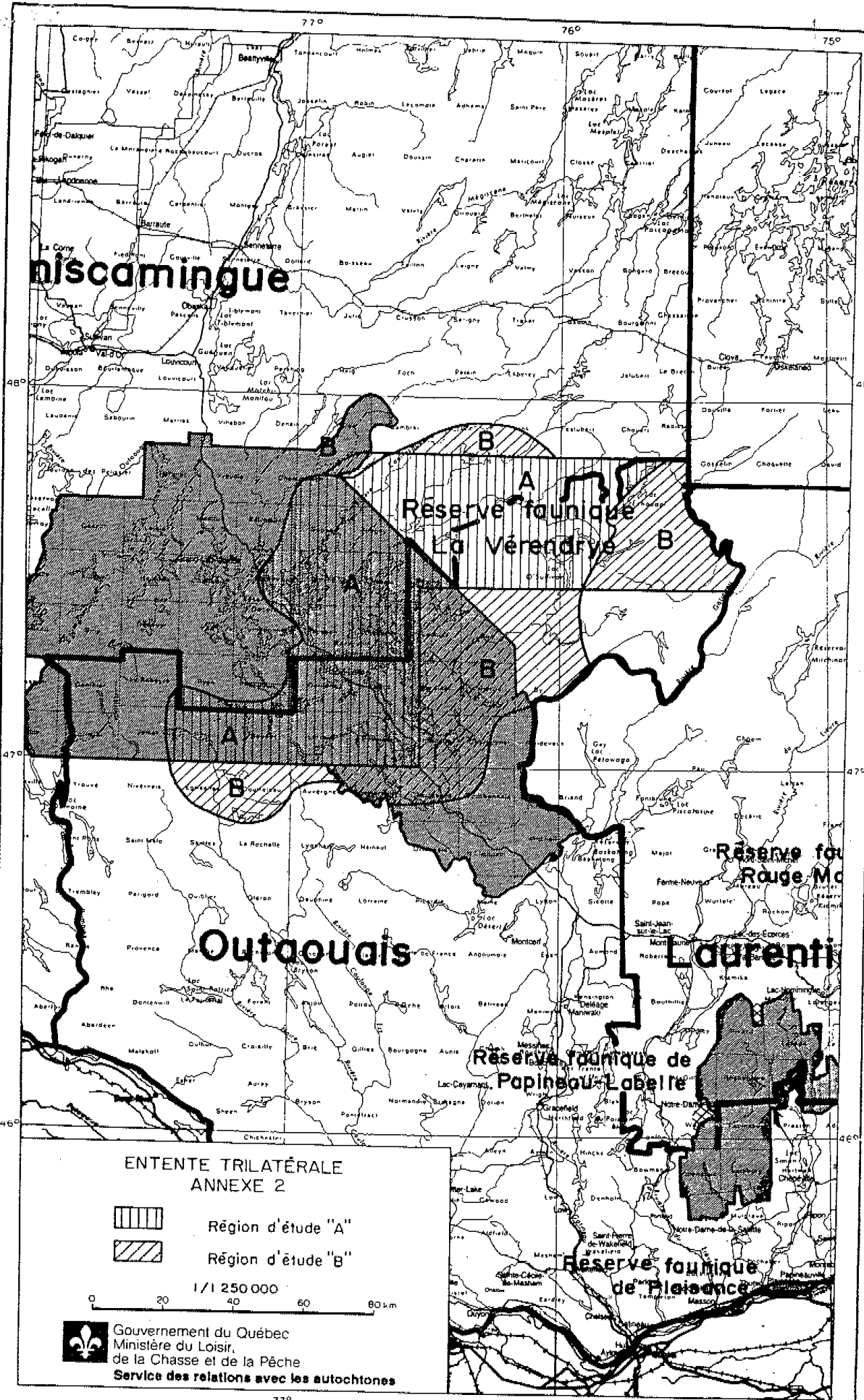


Territoire visé



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Gouvernement du Québec
Ministère du Loisir,
de la Chasse et de la Pêche
Service des relations avec les autochtones



ENTENTE TRILATÉRALE
ANNEXE 2

-  Région d'étude "A"
-  Région d'étude "B"

1/1 250 000
0 20 40 60 80 km

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