

Pre-Vote Procedures under the Community Ratification Process

Course Workbook



 **FIRST NATIONS
LAND MANAGEMENT
RESOURCE CENTRE**

 **Training, Mentorship &
Professional Development**

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Pre-vote Procedures – Community Ratification Process

Course link: <https://labrc.com/public/courselet/PrevoteProceduresundertheCRP/player.html>

This courselet outlines:

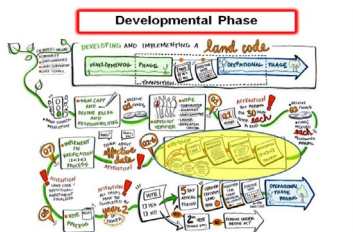
- The pre-vote component under the Community Ratification Process (CRP)
- The pre-vote tasks and procedures of the First Nation (FN) Council, Land Manager, Verifier and Ratification Officer (RO)

There are 3 important procedural components of the CRP as follows:

- Pre Vote
- Vote
- Post Vote

The next courselet will set out the vote and post vote CRP tasks and procedures.

Thank you to Gina Beddome, RO and Al Gross, Verifier, for providing their technical expertise in the development of the series of four (4) CRP courselets.

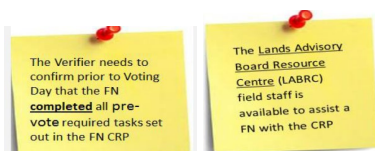


Pre-Vote

The required pre-vote tasks to formally launch the CRP process are:

- Appoint RO (Verifier should already have been appointed earlier on in the Developmental Phase)
- CRP document, LC text and Individual Agreement approvals,
- Confirm initial list of Eligible Voters and develop List of Voters
- Designate Vote Date and confirm Ballot wording
- Notice of Vote developed and sent out to the FN members
- Ballot wording finalized, ballot boxes and other related items secured
- Appoint Council representative to deal with procedural amendments
- Information packages developed and sent to membership

We will take a closer look at these pre-vote tasks and the process steps for each task.

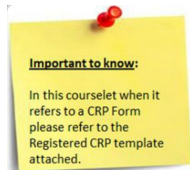


Appointment of Verifier and Ratification Officer

Introduction:

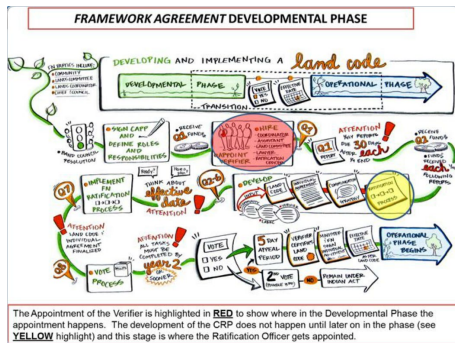
Both the Verifier and RO are crucial to the chosen community approval process. Each party has its respective roles outlined in the CRP. See "attachments" for a copy of the:

- Registered CRP Model
- Unregistered CRP Model



Appointment of Verifier

The Verifier should have already been appointed earlier on in the developmental phase (click on Developmental Phase chart to see where in the developmental phase the Verifier should be appointed).



Tasks to Appoint Verifier and RO

The following tasks to appoint the Verifier (if the Verifier has not been appointed) and RO will need to be done:

- Council appoints Verifier and RO
- Land Manager Informs Verifier and RO of their appointment

Once appointed the Verifier and RO will provide the FN with a work plan outlining the important dates and tasks that coincide with the CRP, that need to be completed in order for the FN to vote.

Council Appoints RO and Verifier

Step	Land Manager	Council	Verifier	RO	Comments
1)	Obtains a list of the Verifiers from the LABRC field staff and submits list to Council and presents Council with a Band Council Resolution (BCR) approving their chosen Verifier	Chooses a Verifier from the list and passes a BCR appointing Verifier			These tasks should already been done earlier on in the developmental phase
2)	Sends Canada letter that appoints a Verifier Canada sends FN letter confirming and accepting the appointment of Verifier	Receives from Canada confirmation of the Verifier	Begins work when appointments from both the FN and Canada are exchanged		
3)	Obtains a list of the of ROs from the LABRC Field Staff . FN contacts the desired RO to ensure that they are able to act as RO			Confirms they are available to act as RO	
4)	Sends name of available RO along with BCR that appoints a RO (CRP Form 3)	Appoints the RO by BCR		Receives approved BCR from FN	See CRP Form 3: FN BCR (Commencement of Vote)

[Appointment verifier FN BCR Sample](#)

FN Appoint Verifier Letter to AANDC Sample

Canada Letter Accepting Verifier Sample

Verifier's Checklist for Pre-Vote Sample

Land Manager Informs RO and Verifier of their Appointment

Step	Land Manager	Council	Verifier	RO	Comments
4)	Informs the Verifier, by letter, of FN and Canada's appointment		Agrees to the appointment from FN and Canada		
5)	Informs the RO of appointment and Assistant Ratification Officer (ARO) who cannot be from lands			Agrees to the FN appointment (Form 4) If RO is not from the FN's immediate area, then the RO should appoint an ARO who is resident in the FN area. Then they are on-site at the FN office on a regular basis to provide any assistance in the provision of forms and proper completion of same.	CRP Form 4: Appointment of RO Summary of RO Role
6)	Coordinates mandatory meeting with Verifier and RO to discuss what work needs to be done, FN LC Ratification timeline and work plan	Meets with RO and Verifier	Outlines their duties and provides list of activities starting from the vote date and working backward and discusses a work plan for the CRP	Meets with FN and Verifier May appoint one or more AROs and may delegate any of the duties set out in the CRP to such an assistant, except: initialing of ballots; deposit of the mail-in ballots in the ballot box; counting of ballots	Sample: FN LC Ratification Timeline CRP Form 4A : Appointment of an ARO

Summary of the Verifier's Role

FN LC Ratification Timeline

Summary of the RO's Role

RO-ARP Voter Instructions Sample

First Nation CRP Approval

Step	Land Manager	Council	Verifier	RO	Comment
1)	According to the <i>Framework Agreement</i> Section 7.3 has 3 voting options. The Land Manager presents Council with the three voting options (Registered, Non-Registered, or Other) and requests Council to choose one of the options	Chooses which CRP voting option.			
2)	Once an option is chosen the Land Manager acquires the template from the LABRC staff and starts to redraft it to fit the FN's needs and ensures the clauses in the CRP are consistent with the forms. Ensures that there are provisions for delay of vote for unforeseen circumstances and process. Chief & Council can add more time to the vote schedule but this needs to be outlined in the CRP and approved by the Verifier	May add more time to the vote schedule	Will need to confirm any provisions not in the template to ensure it conforms to the <i>Framework Agreement</i>		LABRC Field Staff are there to support the FN in drafting of the CRP
3)	Develops a BCR (Form 2) that the FN will submit to the Verifier the proposed CRP. Then presents the BCR and proposed CRP to Council for approval	Approve BCR that agrees to submit to the Verifier the proposed CRP			See CRP Form 2 - FN BCR (Information to Verifier)

Framework Agreement

Summary of the Framework Agreement

Framework Agreement Simple Summary

Verifier Approval

Step	Land Manager	Council	Verifier	RO	Comment
4)	Once Council approves the final CRP by BCR the Land Manager will submit the approved CRP to the Verifier in advance of the Vote.		Receives from FN detailed description of the community approval process that FN proposes to use. Reviews and issues a declaration (Form 2A) that the CRP is consistent or not with <i>Framework Agreement</i> May reject the CRP and may identify and recommend corrections and adjustments necessary to CRP in his declaration. If rejected then FN is sent the declaration with the recommended changes.		See CRP Form 2A – Confirmation by Verifier (Land Code and CRP)
5)	If the CRP is not consistent then Land Manager will redraft the CRP according to Verifier's recommendations and resubmit it to Council for approval (Step 3 Form 2).	Approves Verifiers' recommended changes	Receives by letter the revised CRP. Reviews and issues a declaration (Form 2A) that the CRP is now consistent with <i>Framework Agreement</i> .		See CRP Form 2 - FN BCR (Information to Verifier)

Finalized CRP

Step	Land Manager	Council	Verifier	RO	Comment
6)	If the CRP is consistent then the Land Manager develops a BCR for Council (see CRP Form 3) that resolves to approve the CRP as confirmed by the Verifier and presents to Council for approval.	By BCR approves the CRP as confirmed by the Verifier to formally launch the CRP			See CRP Form 3 - FN BCR (Commencement of Vote);
7)	Carries out its CRP duties		Monitors and verifies the chosen CRP	Carries out its CRP duties	

Land Code and the CRP

Introduction

The LC is one of the ratification documents that FN Eligible Voters or in the case of a Registered CRP, the Registered Voters will need to vote on during the community ratification process.

What is the Land Code Development Process?

The LC development process is set out in Section 5 of the Framework Agreement and is as follows:

- FN and LC Committee (if FN appoints one) develop a draft of the community LC
- Verifier conducts compliance review
- Community consultation process & revisions to the LC
- FN seeks independent legal review advice on the LC
- Community vote on the LC

Who is Responsible for the Land Code?

The Land Manager is responsible for all information and documents related to the LC.

The LABRC will assist the FN, in the LC process work, as requested/required.

The LC will be drafted and finalized by the FN and becomes part of the information package sent to the membership before it can be voted on by the FN Eligible Voters or in the case of Registered CRP, the Registered Voters, as outlined in the FN CRP.

What is the Verifier's Responsibilities for the Land Code?

The Verifier ensures that the required components of a LC are present. The Verifier does not review a LC for the quality of its drafting, content or approach.

The Verifier will confirm the LC therefore it is recommended the FN provide the Verifier with the draft LC (electronic copy) several times during the process. This way the Verifier can put their comments in the electronic copy and remain up to date on the versions of the draft LC and any changes before it is officially sent to him for confirmation.

What are the tasks?

The FN tasks regarding the LC under the CRP are:

- Council Approval of a LC
- Verifier Confirms LC

Council Approval of Land Code

Step	Land Manager	Council	Verifier	RO	Comments
1)	Ensures the LC development process is completed well in advance of the pre-ratification stage including a legal review of the LC and sending LC to Verifier early on in the LC process	Will develop a LC according to the <i>Framework Agreement</i>	Should do several reviews of the LC early on in the LC process, so that any recommendations be incorporated in the LC before it gets officially presented to the Verifier for confirmation It is not the job of the Verifier to do a legal review of the LC		<i>Framework Agreement</i> Section 5 Early Verifier review of the LC ensures that any changes are done before the LC is officially submitted to the Verifier
2)	Submits to Council a BCR (Form 2) that the FN will submit to the Verifier the proposed LC. Then presents the BCR and proposed LC to Council for approval	Approves BCR that agrees to submit to the Verifier the proposed LC	Receives from the FN a copy of the LC Verifier reviews the LC to determine whether it is consistent with the <i>Framework Agreement</i> and <i>First Nations Land Management Act (FNLMA)</i> Certifies by formal declaration that the FN's LC is consistent with the requirements of the <i>Framework Agreement</i> (Form 2A)		See CRP Form 2: FN BCR (Information to Verifier) See CRP Form 2A: Confirmation by Verifier (LC and Ratification process)

First Nations Land Management Act

Summary of FNLMA

Verifier Confirms Land Code

Step	Land Manager	Council	Verifier	RO	Comment
3)	If Verifier rejects the LC then the Land Manager informs Council and submits requested changes to the lawyer for incorporation into the LC Resubmits LC with revisions back to Council Once revisions are approved send back to Verifier for confirmation	Approves the recommended revisions	If Verifier rejects the LC, because it is not consistent with <i>Framework Agreement</i> , they will submit to the FN recommendations for correction and adjustments to the LC Receives recommended revised LC from FN and ensures adequate changes have been made and confirms LC		Hopefully at this stage the FN has made these corrections (in Step 1) so there is no need to delay the Verifier's confirmation
4)	If Verifier has confirmed the LC, the Land Manager will present to Council a BCR (Form 3) to approve the text of the LC	Approves for community ratification the LC as confirmed by the Verifier	If Verifier has confirmed the LC then a true copy of LC is attached to the declaration (Form 2A)		See CRP Form 3 - FN BCR (Commencement of Vote);

Land Code Model

Land Code Summary

Individual Agreement and the CRP

Introduction

The Individual Agreement is one of the ratification documents that the FN Eligible Voters or in the case of a Registered CRP, the Registered Voters will need to vote on during the community ratification process.

What is the Individual Agreement Development process?

The Individual Agreement is where the Minister and each FN that intends to manage its FN land will enter into an individual agreement to settle the actual level of operational funding for the FN and the specifics of the transfer of administration between Canada and the FN.

What is the Individual Agreement Development Process?

The Individual Agreement development process is set out in Section 6 of the Framework Agreement and the parties to the agreement are the FN and Canada.

The process of the Individual Agreement includes many steps:

- Aboriginal Affairs and Northern Development (AANDC) funds and the FN/AANDC conduct a **Phase I Environmental Site Assessment** of reserve lands to determine environmental state and areas for follow up
- AANDC funds the legal description work and provides a **Legal Description Report** and the FN receives and approves the reserve land description(s) to determine jurisdictional boundaries
- FN and AANDC negotiate and have independent legal review of the Individual Agreement
- FN & Canada identify any outstanding issues
- FN & AANDC negotiate, have independent legal review and complete the details (operational funding amount, revenue funds to be transferred, environmental work plan, a list of all land interests, rights and licences, and any other documents that materially affect rights and interests in reserve lands), and initial or sign the Individual Agreement
- FN community consultation begins and an informed vote on the Individual Agreement occurs.

What are the Tasks?

The tasks under the CRP for the Individual Agreement are:

- Council Approves Individual Agreement
- Initial/Signing of the Individual Agreement

Council Approves Individual Agreement

Step	Land Manager	Council	Verifier	RO	Comments
1)	<p>Ensures the Individual Agreement work plan is done. Each AANDC region works differently so check in with regional AANDC representative to discuss process</p> <p>Ensure Individual Agreement is completed well in advance of the pre ratification stage</p>	<p>And AANDC develops a workplan for how they will achieve all the annexes of the Individual Agreement</p> <p>FN and Canada conclude Individual Agreement</p>			The Phase 1 Environmental Site Assessment and Legal Description work can be done concurrently.
2)	Provides Council with a BCR (Form 3) to approve the Individual Agreement	Council approves for community ratification the Individual Agreement, which includes a process for amendment			See CRP Form 3: FN BCR (Commencement of Vote)

Individual Agreement Model

Summary of Individual Agreement

Legal Description Summary

Phase 1 Environmental Site Assessment

Initial/signing of the Individual Agreement

Step	Land Manager	Council	Comments
3)	Ensures Chief/Council initials the final Individual Agreement.	<p>Chief/Council initials the Individual Agreement</p> <p>Initialing of pages of the Individual Agreement is done to ensure that the parties are assured that the content of the Individual Agreement will not change.</p> <p>The initialing of pages then allows the Community to see that the parties are in tentative agreement of the Individual Agreement pending Community approval</p>	Depending upon the region, please contact the LABRC field staff or AANDC staff to confirm the process for initialing/signature.
4)	Send initialed agreement to Canada for Canada to initial	Councils receives initialed agreement from Canada	
5)	Starts its communication strategy which includes informing the membership on the Individual Agreement	Produces communications on the Individual Agreement	Refer to FN Communication Strategy as to when the FN starts communicating the Individual Agreement and Land Code

Communication Strategy Template

Voters List

Introduction

The CRP requires that a FN develop a Voters of their eligible voters of all on and off- reserve FN members in preparation for the Vote on the ratification documents.

What is the Voters List?

"List of Voters" means the list of Eligible Voters prepared in accordance with CRP. To be an Eligible Voter the member needs to be 18 years old.

What is the Registered Voters List?

List of "Registered Voters" means the list of Eligible Voters, (prepared in accordance with the FN CRP), who have registered to vote in the Ratification Vote. The most efficient way to develop a "List of Registered Voters" is to use the "List of Voters" as your key document.

What is contained in the Voters List?

List requires full names, band numbers, birth dates and complete addresses of all Eligible Voters.

Who produces the Voters List?

Council (who has usually delegated this task to the Land Manager) will prepare the initial Voters List. The Land Manager must take reasonable steps to locate both on and off reserve Eligible Voters.

If your FN doesn't have an updated voter's list you may need to contact AANDC. LABRC staff are there to aid you in obtaining the list from AANDC if required/requested.

How is the Verifier involved in the Voters List?

The FN should ensure they are tracking their efforts to find the members so that the Verifier can prove that all reasonable efforts were made to find members.

The RO usually runs their plan past the Verifier in advance of their decision because they want to be sure that their decision will not have a negative impact on the Verifier's final confirmation of the vote.

What are the Voters List Tasks

The Voters List tasks are as follows:

- Preparing Initial List of Voters
- Review of Initial List of Voters by Verifier
- Confirmation of and Addendum to Final List of Voters

Preparing Initial List of Voters

Step	Land Manager	Council	Verifier	RO	Comments
1)	<p>In consultation with Council ensures an initial voters list is done by: taking reasonable steps to locate both on and off reserve Eligible Voters</p> <p>Needs to confirm internally that this list is up to date as soon as possible including: full names, band numbers, birth dates and addresses</p>	Will prepare Initial Voters List in preparation for the Vote	Confirms that the actions of the RO are consistent with the <i>Framework Agreement</i> and <i>FNLMA</i> (i.e. the CRP because at this stage the CRP has been verified).		<p>FN Membership Clerk may already have up-to-date list.</p> <p>Band Member Information Sheet Sample</p>
2)	<p>If you do not have an updated membership list, you will need to wait to get list from AANDC and double check it.</p> <p>May need to involve Council in obtaining this list from AANDC in a timely manner.</p>	May need to get involved in obtaining an up-to-date list from AANDC			LABRC staff are there to discuss any issues in obtaining the list from AANDC
3)	A Section 11 band may have difficulty accessing the list because AANDC will not release it until there is a RO appointed. Signing a confidentiality agreement may suffice but will need to discuss this with your regional AANDC representative				

Band Member information sheet sample

Review of Initial List of Voters by Verifier

Step	Land Manager	Council	Verifier	RO	Comments
4)	<p>Prepares BCR (Form 2) that submits the list to Verifier</p> <p>Presents BCR and the initial Voters List to Council</p> <p>May develop a list of incarcerated and/or mentally incompetent voters and presents to Council and sends it to Verifier and RO</p>	Finalizes initial Voters list and by BCR (Form 2) agrees to submit the initial list of Voters to Verifier		Makes the judgment on dealing with members in jail and mentally unstable members and takes members off the list	CRP Form 2: FN BCR (Information to Verifier)
5)	By letter, sends the Verifier a copy of the Voters list before the Notice of Vote is posted (the names of every member of the FN who according to FN records would be eligible to vote on LC)		<p>Receives from the FN an initial list of Voters.</p> <p>By Form 2A confirms he received the list of Voters</p> <p>Reviews initial list of Voters to determine: if membership list is accurate, issues of eligibility of voters (e.g. status, membership) and if sufficient steps taken to locate all members on/off reserve</p>		CRP Form 2A: Confirmation by Verifier (LC and CRP)

Confirmation of and Addendum to Final List of Voters

Step	Land Manager	Council	Verifier	RO	Comment
6)	Prepares the BCR (Form 3) which confirms the List of Voters and presents it to Council for approval Send the confirmed list of voters to Verifier and RO	Approves a BCR confirming the List of Voters	Receives the confirmed list of voters from the FN	Will maintain an updated List of Registered Voters setting out the names of all Eligible Voters who have returned a valid voter registration document in accordance with clause 3.3.	CRP Form 3: FN Council Resolution (Commencement of Vote)
7)	May develop a list of people that the FN was able to confirm as deceased. Develop a BCR for Council saying that these people are deceased and any changes of the voters list be sent to the Verifier and RO.	After the Notice of Vote is posted, by BCR, Council will send to Verifier an addendum, if any, to the List of Voters listing any changes to the List of Voters who will be eligible to vote on Voting day	Receives any changes made by the FN to the voters list.	Works with FN membership clerk, prior to making any changes to the list of voters. Receives any changes made by the FN to the voters list	All parties need to ensure they have the most current Voters List

Designating the Vote Date and Confirm Ballot Wording

Introduction

It is important that when a FN designates a vote date that it coincides with the FN CAPP workplan 24 month timeframe.

Voting Day means the date set for holding the Ratification Vote.

Ratification Vote means a vote by the Registered Voters (Registered CRP) or Eligible Voters (Non Registered Vote) on the Ballot Question conducted according to the FN CRP.

Who Determines the Vote Date?

Council determines the vote date and confirms the ballot wording to approve or not the LC and Individual Agreement.

Ballot Question means the question asked in the Ratification Vote (See CRP Form 1).

Land Manager may want to consult with RO so that the vote date can reflect the CRP timeline and confirms ballot wording.

What is the Verifier's Role?

The Verifier confirms that the vote date and the work plan (which identifies all the time lines) is consistent and that there is enough time given to meet the CRP.

What are the Designating the Vote Date Tasks?

The designating vote date and confirm ballot wording tasks:

- Designating the vote date and wording of ballot
- Other tasks to complete

Designated the vote date and wording ballot

Step	Land Manager	Council	Verifier	RO	Comments
1)	May consult with RO to set a vote date based on FN CRP and work plan and confirms the ballot wording. Vote date will form part of the Notice of Vote		May meet with FN and RO to finalize vote date	May meet with FN and Verifier to finalize vote date	Many FNs have found it helpful to spread the vote over several days to ensure maximum voter participation.
2)	Provides Council with BCR (Form 3) for approval of the Vote date and provides wording for the Ballot Question to Council for approval	Will pass a BCR (Form 3), to resolve to hold a Ratification Vote; sets the vote date to determine if the community approves the Ratification Documents, in accordance with FN CRP and to approve the wording of the ballot question for the vote		Receives copy of BCR and initiates the printing up of the Notice to Vote, Voter Registration Forms, Ballots, and start to put together the mail-in ballot packages	See CRP Form 3: FN Council Resolution (Commencement of Vote)

Ballot Sample

Mail in Ballot Package Summary

Other Tasks to Complete

Step	Land Manager	Council	Verifier	RO	Comment
3)	Meets with RO and Verifier on finalizing vote details. Remains at arms length from the actual voting documents May want to cut costs on ratification expenditures by offering FN supplies to RO if possible (i.e. Mailing labels; envelopes etc.)	Makes a decision on: polling stations, voting instructions, that peace and good order is maintained and determine any variation on the procedural amendments etc.	Meets with FN and RO on finalizing vote details	Sets up workshop with FN and Verifier to finalize vote details on voting stations, ballots and ballot boxes, prepares sufficient copies of the registration cards and the envelopes Should secure voting location(s) early and reconfirm closer to the dates Secures a new post office box for the receipt of mail-in ballots. Under no circumstances are ballots to be mailed to the general office of a FN. Registration Forms should be sent directly to the RO/ARO Works with the ARO's in the pre-voting processes and is responsible to ensure that all timelines are adhered to and that impeccable paper trail is maintained related to the distribution and receipt of registration and balloting packages. RO/ARO receives all Registration Forms Can set up a system to provide the Lands Manager with updated List of Registered Voters and a listing of received mail-in ballots	See FN CRP: Section 12 Ensure that a Commissioner for Taking Oaths or Notary Public will be available as required

Notice of Vote

Introduction

Notice of Vote is a document that notifies the FN membership of when a vote on the LC and Individual Agreement will take place.

What is contained in a Notice of Vote?

The Notice of Vote will contain the following information:

- Who is eligible to vote
- Polling station date(s), place(s) and time(s) of the Ratification Vote The Ballot Question and instructions on how to obtain a mail-in ballot
- Instructions for obtaining a copy of the Ratification Documents, the Background Documents and the Ratification Process
- The name, office address and telephone number of the RO and FN Administration Office (See CRP Form 5)

If a Registered CRP Notice of Vote, in addition, will contain:

- The procedure for registering as a Registered Voter
- Registered Voters may vote by mail-in ballot
- Information regarding the Voter Registration document

What Other Information may you want to put in the Notice of Vote?

A FN may want to inform the electors that the counting of the ballots will occur as per the CRP, which is usually, on the final day of voting, immediately after the close of the polls. This information could be placed in the Notice of Vote along with the location of the count and that it is open to the electors.

Notice of Vote

Step	Land Manager	Council	Verifier	RO	Comment
1)	In consultation with Council and the RO develops a Notice of Vote	In consultation with RO develops a Notice of Vote		Aids FN in development of Notice of Vote	See CRP Form 5: Notice of Vote
2)	Mails at the last known address or delivers to each member on the List of Voters a copy of the Notice to Vote (forms part of the information package) to the membership and posts it in public places	Will post in public places and send a Notice of Vote to Eligible Voters, in consultation with the RO	Required to publish, in consultation with Council, one or more notices in newspapers advising the Community of the date, time and place of the vote	In consultation with Council will post a Notice (Form 5) of Vote and a Voter Registration Form prior to Voting Day in public places for Membership review	Ensure you review CRP timeline for how many days prior to Vote Day See CRP Form 5: Notice of Vote and Section 8
3)	And Verifier will develop a plan in regards to the publishing of Notice of Vote in several newspapers LABRC field staff will aid in this task		Will develop a plan to publish Note of Vote in newspaper, in consultation with FN. Publishes first run of Notice of Vote in Newspapers prior to Voting day	After the posting of the Notice of Vote the RO sends a true copy of the Notice of Vote to Verifier	See FN LC Ratification timeline Sample Ensure FN has enough staff to help with the mail out of the Notice of Vote.

[Advertising Plan Sample](#)

[FN LC Ratification Timeline Sample](#)

Ballots

Introduction

All voting at the polls will be by secret ballot. Ballots are used in the Ratification Vote in order for Eligible/Registered Voters to vote on whether or not to approve the LC and Individual Agreement.

How are the Ballots Cast?

The ballot can be cast in two ways:

- At a polling station
- By mail-in ballot

Who is in Charge of the Ballots?

The RO is in charge of all ballots. An assistant RO may be delegated any of the duties set out in the CRP except:

- Initialing of ballots
- Deposit of the mail-in ballots in the ballot box
- Counting of ballots

The RO should ensure that ballot papers/packages are not accessible at the band office by anyone other than the RO/ARO.

The RO is responsible for the safekeeping of all ballot papers and must maintain an accounting of all ballots printed, distributed, used, spoiled etc.

Who can Cast a Mail-in Ballot?

An Eligible/Registered Voter may cast a mail-in ballot. This option is usually for off-reserve members but on-reserve members, if they choose to vote by mail-in ballot, can request that the RO sends them a mail-in ballot.

An Eligible Voter who will not be able to visit a poll on Voting Day can cast a ballot by mail.

Also, in a Registered CRP, no Eligible Voter may be provided with a mail-in ballot or vote at a poll in the Ratification Vote unless the Eligible Voter is a Registered Voter.

If a FN wishes to provide the opportunity for all Eligible Voters to receive a mail-in-ballot they can set their CRP up this way. Some FN have done this to assist them to reach the required threshold.

Many on-reserve voters will decide to not pre-register, but rather just register to vote at the poll station when they come in to vote.

What are the Ballot Tasks?

The ballot tasks are:

- Regular and mail-in ballots
- Mail-in ballot package
- Mail-in ballot and ballot box

Regular and Mail-in Ballots

Steps	Land Manager	Council	Verifier	RO	Comment
1)	And RO have confirmed the ballot wording	Approves ballot wording	RO keeps the Verifier informed	And FN have confirmed the ballot wording. Ballot wording must stay consistent to the wording as set out in the CRP and BCR	
2)	RO keeps the Land Manager informed. The Lands Manager should not be allowed to assist in the preparation of ballots or mail-in ballots and gathering of supplies related to the conduct of the vote	Land Manager keeps Council informed		And/or ARO's prepares ballots, mail-in ballots, sufficient copies of regular ballots and mail-in ballots, gathers necessary supplies related to the conduct of the vote (ballot boxes, polling booths, instructions, writing implements, tally sheets etc.). Can arrange for spare mail-in ballot packages to be provided to an ARO, who will then distribute as needed to resident voters, and in consultation with the RO, to ensure that there is not a duplication of this work.	See FN CRP: Section 12 for more information

Mail-in Ballot Package

Step	Land Manger	Council	Verifier	RO	Comments
3)	Receives regularly scheduled updates from the RO as to numbers of person registered, numbers of mail-in ballot packages sent out and numbers of submissions received back from the Voters. See: Mail-in Ballot Package Summary	Receives regularly schedules updates from RO	Receives report from RO so that Verifier can confirm work has been undertaken by RO	Sends a Mail-in Ballot Package to Voters who cannot vote at a poll on Voting day and to each Registered Voter who is not living on reserve or requests one. Although not a legal requirement, it is a good practice to include a copy of the Notice of Vote in the mail-in ballot packages	See FN CRP: Section 13 It is critical that the RO maintain records which details who was sent a mail-in ballot package, the addresses used and date that they were sent out and received back.
4)	Ensures that if an Eligible Voter requests a mail-in ballot from the FN, that the RO is immediately informed so the RO can, if confirmed, provide a mail in ballot Receives report from RO	Receives report from RO	Receives report from RO so that Verifier can confirm work has been undertaken by RO	Will provide a mail-in ballot package to a Voter who has requested one. Must maintain detailed record of this task, which would include the name of the voter being sent a mail-in ballot package, the address used or method of delivery, date sent and date received back by the RO	The RO is legally obliged to provide a mail-in ballot once a request is received.

Mail-in Ballot and Ballot Box

Step	Land Manager	Council	Verifier	RO	Comment
5)	Ensures RO receives all mail-in ballots. The LM should never be in possession of submitted mail-in ballots, unless a voter has specifically hand delivered it to the LM and asks the LM to deliver it to the RO. It is the RO's duty to keep LM staff at arms length from the voting processes.			Receives mail-in ballot and processes it as per FN CRP	See FN CRP: Section 13.7 for processing of the Received Mail-in Ballots
6)	Ensures the RO processes all returned mail-in ballots according to the FN CRP and may observe (but is not to be used as a witness to any of the voting process) the opening of the mail-in ballot box.			Will be responsible for the safe keeping, storing, rejecting and declaring the returned mail-in ballot package	See FN CRP: Section 13.8 for returned Mail-in Ballot Package and Ballot Box

Procedural Amendments

Introduction

There may come a time after the CRP has been approved and verified by the Verifier when a FN may require to amend their CRP to accommodate a variation of the procedural requirements of their FN CRP.

What is a Procedural Amendment?

A procedural amendment is when a change is deemed necessary to make a variation of an already approved/verified procedural requirement set out in the FN CRP. This amendment cannot result in any substantive change to that procedural requirement.

Most of the time they are done to extend the pre vote period and/or to facilitate the completion of various pre vote deadlines. For example there may be a Procedural Amendment to the CRP to allow the RO/ARO/Verifier to process mail-in ballots in accordance with the CRP sometime in between the 1st vote day and before the start of the final vote day.

Usually this procedural amendment has been used to extend the pre-vote timeframe.

Who makes the Procedural Amendment to the FN CRP?

Council may require and make a procedural amendment and the Verifier and RO may agree on the procedural amendment.

When is a Procedural Amendment done?

Procedural amendments are usually only done after a CRP has been finalized and accepted by the Verifier.

Who carries out the Procedural Amendment?

Council will appoint a Council representative to deal with procedural amendments.

Step	Land Manager	Council	Verifier	RO
1)	Ensures that Council is made aware of the Procedural Amendments clause as outlined in the FN CRP Section 19 and its purpose (usually to extend the pre-vote timeframe)	Council or its designate, may agree on a departure from the procedural requirements of the CRP if deemed necessary and it will not result in any substantive changes	May Agree on a departure from the procedural requirements of the CRP if deemed necessary and will not result in any substantive change	May Agree on a departure from the procedural requirements of the CRP if deemed necessary and will not result in any substantive change
2)	Asks Council to appoint a person to ensure that if there is a procedural amendment required they are present.	Appoints Council representative to deal with procedural amendments		
3)	Will advise Verifier and RO of any procedural amendments that may be required	Will agree to any procedural amendments	Will state in writing any departure and the nature and basis of a variation under FN CRP May modify a form appended to FN CRP to add or update, but not remove, material detail	Will state in writing any departure and the nature and basis of a variation under FN CRP May modify a form appended to FN CRP to add or update, but not remove, material detail

[FN Procedural Amendment Sample](#)

[Procedural Amendment Sample 2](#)

[Procedural Amendment Designate Memo Sample](#)

Communication and the Information Packages

Introduction

A communication strategy on this initiative needs to, at minimum, coincide with the sending out of the CRP Information packages to eligible voters and Third Parties. The information packages are only a small part of communicating to members about the LC and Individual Agreement, Framework Agreement, FNLMA and CRP.

Sending out Information to FM Membership

You may find yourself sending out information to membership as soon as you sign off on your CAPP or else setting up a booth at a Community Forum to introduce the membership to the Framework Agreement, FNLMA, LC, Individual Agreements and CRP through one page summaries.

The LABRC has provided sample summaries (click on attachment or can be located on the VRC) for the following:

- Framework Agreement Simple Summary
- Summary of Framework Agreement
- Summary of FNLMA
- Land Code Summary
- Individual Agreement Summary
- CRP Summary

Once the LC and Individual Agreement is sent to membership for review you may want to hold community meetings, have door to door home visits, telephone calling, elders and youth meetings etc.



Communication Techniques

You can be very creative in getting your membership fully informed on this initiative. This could include:

- Sending communiqués about the effect of the Ratification Vote, LC and Individual Agreement
- Using documentary or audiovisual materials as FN deems appropriate (e.g. Taking Back Control video)

- Working with Chief & Council and Lands Committee to understand the role they need to play leading up to the vote and on voting day. For example: Council/LC Committee members picks ten of their family members to go out and inform them on the LC and process
- Conduct visits at the homes of Eligible Voters; telephone contact with Eligible Voters; information meetings and such other information activities as may be deemed appropriate (e.g. social networking, website creation/content etc.)
- Having LC transferred into layman's terms (plain English) so that it can be circulated
- Sending mandatory information packages in a timely matter to the Eligible Voters

Support from LABRC

Getting community involvement can be difficult. Do not hesitate to contact the LABRC field staff for ideas and strategies on how to facilitate community involvement and maximize voter turn out.

Do not hesitate to use the Communication tools and templates that are available on the VRC website.

Information Package

Introduction

It is mandatory under the FN CRP that the FN provides its membership with relevant information in order for the eligible voters to make an informed decision on whether or not to approve the LC and Individual Agreement.

Communication, through information packages, during the CRP process is the single most important tool the FN will use to communicate and ensure that:

All on-reserve and off-reserve Eligible Voters have the opportunity to make an informed decision, by becoming knowledgeable, on whether to approve or reject the FN LC and Individual Agreement

Third parties who have an interest in FN Land feel secure in their interest and are aware of the change in reserve land governance and are provided a copy of the proposed LC

What Information Packages must the FN Provide?

The FN must create and provide the following information packages:

- Eligible Voters information Package
- Eligible Voters Registration Package (only for Registered CRP)
- 3rd parties (non members) who have an interest in FN land
- Canada
- Other (optional)

What are the Most Important Documents sent to the FN Members?

The two most important documents members need to be informed about and will vote on are the Ratification documents: LC and Individual Agreement.

How are these documents made available to FN members and 3rd Parties?

The information packages can be hand delivered or mailed to the FN on-reserve members and mailed out to the off-reserve members.

Also, any FN member can request a copy of the Ratification documents and the Background documents (Framework Agreement, FNLMA, summary each: Framework Agreement, FNLMA, and LC), from its FN and these documents are to be made available at the FN administration office.

The FNLMA and Framework Agreement require that Third Parties be notified. The Verifier needs to confirm that they have the opportunity to be notified.

Eligible Voters Information Package

Step	Land Manager	Council	Verifier	RO	Comments
1)	And RO prepare voter information package			And FN prepare: voter info package	Voter information package is copy of: Notice of Vote, LC, Individual Agreement, FN CRP, Summary of each: LC, Individual Agreement, <i>Framework Agreement, FNLMA.</i>
2)	Mails to each member on the List of Voters, in one or more mailings, or hand delivers prior to Voting Day, an information package	Is required to send an information package to each member on the List of Voters at the Member's last known address			FN ensures sufficient copies of these documents are available at the administration offices of the FN. If required, (Registered CRP) sends out 2nd information package to each member on the initial list of Eligible Voters who have not yet registered/responded
3)	Ensures Verifier gets a copy of all information sent to the Eligible Voters		In accordance with CRP ensures Notice of Vote, Ratification Documents and Background documents were sent to each person on the List of Voters prior to Vote Date		FN needs to keep Verifier advised of all information sent to Eligible Voters including bulletins, newsletters, videos etc. The Verifier needs to confirm that the Eligible Voters have been fully informed

Community Information Checklist Sample

Voter Registration Package

Step	Land Manager	Council	RO	Comments
1)	Keeps informed by RO about the voter registration package		Prepares voter registration package	Only done for Registered CRP
2)	Should have supply of Registration Forms to provide to electors, should they ask for these at meetings, etc. Land Management staff would then provide any duly completed voter registration forms that they receive, immediately to the RO/ARO.		Will send to each Eligible Voter at their last known address a Voter Registration package. Although not a legal requirement, it is a good practice to include a copy of the Notice of Vote in the mail-out package containing the Voter Registration documents Will maintain an updated List of Registered Voters setting out the names of all Eligible Voters who have returned a valid voter registration document in accordance with CRP and sends updates/report to Land Manager	See: Voter Registration sample document It is critical that the RO maintain records which details who was sent a voter registration package, the addresses used and date that they were sent out and received back
3)	Keeps informed as to who has registered to vote	Keeps informed as to who has registered to vote	Receives by mail, courier, hand deliver or facsimile, from Eligible Voters, who wish to vote in the Ratification Vote, the following: completed, signed and witnessed Voter registration document (Form 6)	Eligible voters may register prior to the posting of Notice of Vote and no later than the close of polls on Voting Day

Voter Registration Sample

3rd Party Information Package

Step	Land Manager	Council	Verifier	Comments
1)	By letter, provides mandatory information package to Third Parties who hold an interest in FN land, but is not a member and provides the FN name, office address and telephone number of a person who may be contacted for purposes of obtaining copies of the Background Documents or further information about the management of FN Land	Provides mandatory information package to Third Parties		Information Package contains: Vote date, communiqué explaining the effects of ratification vote, contact information for FN representative summary of each: <i>FNLMA</i> , <i>Framework Agreement</i> , LC, contact information for FN representative
2)	If directed by Council, set up any meetings with non-member Third Parties in order to provide face to face information. A list and addresses of the FN's Third Parties can be obtained from AANDC, NetLands and verified with the Indian Land Registry	May also choose to meet with, or provide information directly to non-member Third Parties, who hold an interest in FN land		May want to reassure Third Parties that the FN will continue to honor their interest according to their terms and conditions
3)	Provides Verifier with contact information for Third Party interests and provides Canada confirmation of transmittal of information to Third Parties		Receives contact information for Third Party interests	Verifier needs to confirm that Third Parties holding a legal interest in the FN's reserve lands are contacted and provided with information required by the <i>Framework Agreement</i> in advance of the vote

Third Party Communique Sample

Wording for Letter to 3rd parties Sample

[List of 31.4 Parties and Addresses Sample](#)

Canada and Other Information Package

Step	Land Manager	Council	Verifier	RO	Comments
10)	Provides a copy of the information package that is sent to Eligible Voters				There is a need to ensure Canada is informed
11)	If Council directs, will deliver information to other governments, municipality, <u>buckshee lease</u> holder, or any other persons Council so directs.	May choose to provide information in any form it deems appropriate to a municipal corporation, regional district, FN or other entity with an interest in land in the vicinity of FN land.			

Summary

There is a lot of work that needs to be done before the FN does its ratification vote. The pre-vote tasks and steps outlined in this courselet is there to aid a FN through this phase of the CRP.

It is important that the FN meets with Canada, Verifier, RO and LABRC as early as possible to set up its FN CRP Ratification timeline. Once this done you can start work on the FN CRP, getting it approved and verified so you can begin your pre-vote tasks. Depending on the FN some of the steps provided within a task may vary and/or run concurrently with another task.

Do not hesitate to contact LABRC field staff assigned to the FN for help throughout the CRP. Also, get familiar with theVRC and use the many relevant documents, courselets and videos that will guide you through the CRP.

The next courselet in the series of 4 CRP courselet will take you through the Vote and post Vote tasks of the CRP.



Pre-Vote - Community Ratification Process Glossary of Terms

Ballot Question

Ballot Question means the question asked in the Ratification Vote

Buckshee Lease

Buckshee leasing can be a First Nation's customary land management practice and allocations. These land tenure arrangements take many forms from unwritten agreements to a sophisticated lease with clear roles and responsibilities binding each party. Unlike legal interests, the Courts do not recognize these arrangements. First Nations have chosen to use buckshee leases for cottage development, agricultural production and commercial activities. The courts will typically not enforce these arrangements because they do not comply with the *Indian Act*.

Community Approval Process Plan (CAPP)

The CAPP is a planning document that identifies the respective activities of each of the First Nation and Canada to facilitate a cooperative and coordinated effort and identifies the steps required to reach a Land Code vote within a 2 year timeframe.

Community Ratification Process (CRP)

The CRP is a document that sets out the procedures and rules of the community approval process for the transfer or jurisdiction of reserve lands from Canada to the First Nation and for the First Nation's Land Code and Individual Agreement. There are three available options to the First Nation, under the *Framework Agreement*, for the community approval voting process. The CRP document will describe in detail the process that the First Nation has chosen to use, how the vote is to be conducted and who is eligible to vote.

Developmental Phase

When referring to the *Framework Agreement* "Developmental Phase" means those First Nations who are signatories to the *Framework Agreement* and who are in the process of developing a Land Code, an Individual Agreement with Canada, and a Community Approval Process to ratify the *Framework Agreement*, Land Code and Individual Agreement through a vote of the eligible voters.



Eligible Voter

Eligible Voter means a Member of a First Nation who is 18 years of age or older on Voting Day.

First Nations Land Management Act

Is an Act providing for the ratification and bringing into effect of the Framework Agreement on First Nation Land Management. The Act was required under the *Framework Agreement* for two purposes: to ratify the *Framework Agreement*, and to implement those clauses of the *Framework Agreement* that affect third parties or other federal laws, or that are considered important enough to be repeated in the legislation. The *First Nations Land Management Act* is intended to be consistent with the *Framework Agreement* and to apply to the First Nations that are signatories to the *Framework Agreement*. The Act was enacted and given royal assent on June 7, 1999.

Framework Agreement on First Nation Land Management

The *Framework Agreement on First Nation Land Management* is a government-to-government agreement. The *Framework Agreement* is an initiative for First Nations to opt out of the land management sections of the *Indian Act* and take over responsibility for the management and control of their reserve lands and resources. The *Framework Agreement* sets out the principal components of this new land management process. The *Framework Agreement* provides First Nations with the option to manage their reserve lands under their own Land Codes. Until a First Nation community develops and approves a Land Code to take control of its reserve lands and resources, federal administration of their reserve lands continues under the *Indian Act*. The *Framework Agreement* is not a treaty and does not affect treaty rights or other constitutional rights of the First Nations.

Individual Agreement

An Individual Agreement between each First Nation and Canada will be concluded to deal with such matters as: the reserve lands to be managed by the First Nation, the specifics of the transfer of administration of land from Canada to the First Nation, e.g. the interests in land held by Canada that are to be transferred to the First Nation, the transfer of revenues and an interim environmental assessment process, and the funding to be provided by Canada to the First Nation for land management.

Land Code

A Land Code will be the basic land law of the First Nation and will replace the land management provisions of the *Indian Act*. The Land Code will be drafted by the First Nation and will make provision for the following matters: identifying the reserve lands to



be managed by the First Nation (called “First Nation land”), the general rules and procedures for the use and occupation of these lands by First Nation members and others, financial accountability for revenues from the lands (except oil and gas revenues, which continue under federal law), the making and publishing of First Nation land laws, the conflict of interest rules, a community process to develop rules and procedures applicable to land on the breakdown of a marriage, a dispute resolution process, procedures by which the First Nation can grant interests in land or acquire lands for community purposes, the delegation of land management responsibilities, and the procedure for amending the Land Code.

Lands Advisory Board Resource Centre

Under the *Framework Agreement*, the First Nations have established a Lands Advisory Board (LAB) and a LAB Resource Centre (LABRC) to assist the First Nations in implementing their own land management regimes. The LAB is the political body composed of Chiefs regionally elected from among the First Nations involved. The LABRC is the technical body intended to support First Nations in the developmental and operational phases implementing the Framework Agreement

The LABRC’s functions are:

- developing model land codes, laws and land management systems
- developing model agreements for use between First Nations and other authorities and institutions, including public utilities and private organizations
- on request of a First Nation, assisting the First Nation in developing and implementing its land code, laws, land management systems and environmental assessment and protection regimes -assisting a verifier when requested by the verifier
- establishing a resource centre, curricula and training programs for managers and others who perform functions pursuant to a land code
- on request of a First Nation encountering difficulties relating to the management of its First Nation lands, helping the First Nation in obtaining the expertise necessary to resolve the difficulty proposing regulations for First Nation land registration

Legal Description Report

The legal description report defines the extent of the reserve lands that are to be included in the transfer of land management functions from Canada to the individual First Nation and subject to the First Nation’s Land Code on the effective date.



List of Registered Voters

List of Registered Voters means the list of Eligible Voters, prepared in accordance with the First Nation Community Ratification Process, who have registered to vote in the Ratification Vote.

List of Voters

List of Voters means the list of Eligible Voters prepared in accordance with the First Nation Community Ratification Process.

Member

Member means a person whose name appears or is entitled to appear on the First Nation membership list.

Phase 1 Environmental Site Assessment

The Phase 1 ESA is conducted during the Developmental Phase to determine the overall environmental health of the reserve lands prior to any transfer of land management authority from Canada to the First Nation. The Phase 1 ESA identifies and reports on actual and potential contaminants or any other environmental concerns found on the First Nation's reserve lands.

Ratification Documents

Ratification documents means: the Land Code and Individual Agreement.

Ratification Officer

The Ratification Officer is an impartial and independent contractor who is appointed by the First Nation to conduct the community ratification vote in accordance with the First Nation Community Ratification document.

Ratification Process

Ratification Process means the First Nation Community Ratification.

Ratification Vote

Ratification Vote means a vote by the Registered Voters on the Ballot Question conducted according to the Ratification Process.



Registered Voter

Registered Voter means an Eligible Voter who has registered to vote in accordance with First Nation Community Ratification.

Reserve

Reserve lands are owned by the Crown, and held in trust for the use, occupancy and benefit of an Indian Band, for which they were set apart. The legal title to Indian reserve land is vested in the federal government.

Third Parties

Under a FN's CRP, a Third Party means a person who holds an Interest in First Nation Land but is not a Member. 3rd party interests, such as a lease or permit, will continue to be in effect according to their terms and conditions under a FN LC until they expire, then new arrangements can be made. The FN would assume the rights and obligations of the federal government under the lease. The FN will need to deal with 3rd party interests in its LC including any rights and disputes regarding 3rd party interests. 3rd party interests will be managed by a FN after its LC is in effect, including any rights and disputes regarding 3rd party interests.

Verifier

The Verifier is an independent person who is jointly selected by the First Nation and Canada, in accordance with the *Framework Agreement*. The Verifier carries out the Verification components of the Developmental Phase that are identified in the CRP document and thus ensures that all aspects of the ratification process are satisfactorily conducted.



ACRONYM LIST
PRE-VOTE - CRP

AANDC	-	Aboriginal Affairs and Northern Development Canada
ARO	-	Assistant Ratification Officer
BCR	-	Band Council Resolution
CAPP	-	Community Approval process Plan
CRP	-	Community Ratification Process
<i>Framework Agreement</i>	-	<i>Framework Agreement on First Nation Land Management</i>
FN	-	First Nation
<i>FNLMA</i>	-	<i>First Nations Land Management Act</i>
LABRC	-	Lands Advisory Board Resource Centre
LC	-	Land Code
RO	-	Ratification Officer
VRC	-	Virtual Resource Centre

Example 1

**Advertising Plan _____ Land Code Ratification Vote
Vote Dates November 22nd and 23rd , 2012**

Run Date	Campbell River Mirror	Courier Islander	Nanaimo Daily News Harbour City Star Oceanside Star
	Deadline April 22nd	Deadline April 22nd	Deadline April 24th
November 2, 2012	152.78	144.48	
November 9, 2012	152.78	144.48	
November 15, 2012			367.60
November 16, 2012	152.78	144.48	
ad	458.34	433.44	367.60
hst	55.00	52.01	44.11
ad + hst	513.34	485.45	411.71

Summary

1,259.38 ads
151.13 hst
1,410.51 ad + hst

Example 2

**Nation Advertising - Vancouver Courier
For a vote on December 3rd, 2012**

	9-Nov-11	18-Nov-11	30-Nov-11	2-Dec-11
Westside	540.00	540.00	540.00	540.00
Richmond	360.00			360.00
Delta	225.00			225.00
	1,125.00	540.00	540.00	1,125.00

Summary

Total 3,330.00
Hst 399.60
3,729.60

Contact

Manon Paradis

ADVERTISING ACCOUNT MANAGER

THE VANCOUVER COURIER

1574 W. 6th Ave. | Vancouver | B.C. | V6J 1R2

Direct: 604.630.3536 | Office: 604.738.1412

www.vancourier.com



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds
 Band Funds
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	Williams Lake Indian Band	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	Central District	Committed - Engagé	\$ _____
PROVINCE	British Columbia	Current Revenue balance Solde de revenu	\$ _____
PLACE	Williams Lake, BC	Committed - Engagé	\$ _____
NOM DE L'ENDROIT			
DATE	23 07 AD 20 12		
	DAY - JOUR MONTH - MOIS AD YEAR - ANNEE		

WHEREAS In 1996 fourteen First Nations and Canada signed the *Framework Agreement on First Nation Land Management (Framework Agreement)*, which established a process by which each of these communities could consider the option of assuming control over their reserve lands and resources by developing a Land Code and a community approval process, concluding an Individual Agreement with Canada, and ratifying the Land Code and Individual Agreement through a vote of the eligible voters.

AND WHEREAS Canada, in June 1999, passed the *First Nations Land Management Act (FNLMA)* to ratify the *Framework Agreement*.

AND WHEREAS In August 2001 the fourteen First Nations and Canada agreed to amend the *Framework Agreement* to make it possible for additional First Nations to become signatories to the *Framework Agreement*.

AND WHEREAS As required by clause 40.2 of the amended *Framework Agreement*, the Lands Advisory Board developed the procedures required for a First Nation to be added as a signatory to the *Framework Agreement*.

AND WHEREAS Williams Lake Indian Band (WLIB) has completed these procedures and has been added as a signatory to the *Framework Agreement*.

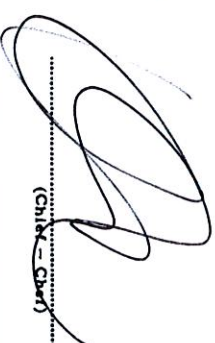







AND WHEREAS Section 8.1 of the *Framework Agreement* provides that "an independent person will be appointed as verifier to monitor and verify the opting in process".

AND WHEREAS Al Gross is available and an experienced and qualified verifier

NOW THEREFORE be it resolved:

Effective July 23, 2012 and subject to such other approvals and processes as are required by the Framework Agreement, the Chief and Council of WLIB hereby appoints Al Gross as Verifier.

A quorum for this Band
Pour cette bande le quorum est
fixé à
consists of Four (4)
Council Members
Membres du Conseil

 (Chief - Chef)	 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)
 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)	 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital \$ _____	3. Expenditure Dépense \$ _____	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds Revenue <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
6. Recommended - Recommandable		Approved - Approuvable		
Date		Date		Approving Officer - Approuvé par
Recommending Officer - Recommandé par				

BALLOT QUESTION

Do you approve:

- **The *(name of) First Nation Land Code*, dated for reference _____, 200_ ; and**
- **The Individual Agreement with Her Majesty the Queen in right of Canada?**

EXPLANATION

A “**YES**” vote means that (name of) First Nation will manage its own reserve lands under the *(name of) First Nation Land Code*.

A “**NO**” vote means that (name of) First Nation lands will continue to be managed by the Department of Indian Affairs under the *Indian Act*.

YES

NO

Band Member Information Sheet

Please fill out the form for each band member in your household. Save the document onto your desktop and attach it to an email addressed to lcode@wfn.com. Or simply print & fax to (705) 692-5010. If you have any questions please call Sandra Nootchtai at 692-3651 or 1-800-661-2730.

Name:

Band Number (10 Digits):

Address:

Telephone:

Email:

Would you like us to email the Land Code information to you by email?

Yes No, by mail.

Other band members in your household:

1. Name:

Band Number (10 Digits):

2. Name:

Band Number (10 Digits):

3. Name:

Band Number (10 Digits):

Please forward this to any other family members and friends.



Indian and Northern
Affairs Canada

www.inac.gc.ca

Affaires indiennes
et du Nord Canada

www.ainc.gc.ca

Your file - Votre référence

August 3, 2012

Our file - Notre référence
5600-26-719
CIDM No. 2127159

Chief and Council
Williams Lake Indian Band
2672 Indian Drive
Williams Lake, B.C. V2G 5K9

Dear Chief and Council:

I am writing in response to your Band Council Resolution dated July 23, 2012 appointing Al Gross as Verifier for the purpose of ratifying the Williams Lake Indian Band's Land Code, in accordance with section 8.1 of the *Framework Agreement on First Nations Land Management*.

Please be advised that Canada supports the appointment of Al Gross as Verifier and will work with him and the Williams Lake Indian Band to ensure that the community ratification process proceeds with the co-operation of all parties.

In accordance with section 8.2 of the *Framework Agreement on First Nations Land Management*, Robert LeBlanc, Special Initiatives Officer, BC regional office, Aboriginal Affairs and Northern Development Canada, will arrange for a meeting between you, Al Gross and the Lands Advisory Board to discuss process issues under the *First Nations Land Management Act*.

Yours truly,

Eric Magnuson
Regional Director General
British Columbia Region
600-1138 Melville Street
Vancouver B.C. V6E 4S3

c.c.: Al Gross

Canada 

**(insert First Nation name)
Communications Strategy
And
Workplan**

Date (insert date here)

- Title:** (insert First Nation name) Communications Strategy.
- Purpose:** To guide the overall communication program and assist in the preparation and approval of the (insert First Nation name) Land Code and Individual Agreement.
- Central Idea:** Provide timely fact based information to the (insert First Nation name) membership in order to make an informed decision on the Land Code and Individual Agreement.

Introduction

The (insert First Nation name) recognizes that membership and public communications are essential components of every initiative. As such, communication plans will be prepared for the proposed (insert First Nation name) Land Code and Individual Agreement. This will include a post community referendum evaluation in order to improve future effectiveness. These plans will follow the general format as described in this model outline.

Goals and Objectives

- Create transparency by providing timely fact-based information
- Explain the “Past, Present, and Future” of the (insert First Nation name)
- Design and implement an effective communications plan to inform the community
- Promote a free flow of information and to facilitate dialogue and networking among community members
- Enhance communications with the community, the media, and the general public
- Encourage community members to contact Land Management Administration/Committee, Chief and Council on issues that are important to them
- Inform membership and receive a positive vote at the end of the Land Management process

Strategic Issues

- Elections:** Chief and Council and the Committee need to consider the next Council elections as part of the Communications planning.
- Harvesting Season:** Need to consider harvest season from May to August. Members are often away from home in the summer months and may not be attending community meets.

Other Initiatives:

(insert First Nation name) has other initiatives that will require membership input, review and decisions. When planning communications activities, the Land Management team must consider the communications workplans from the other (insert First Nation name) groups. The following is a list of (insert First Nation name) Chief and Council initiatives:

- (These are examples only – insert ones specific to your First Nation)
- **Treaty**
- **Integrated Approach to Community Development (part is land management)**
- **Comprehensive Community Plan**
- **Specific Claims**
- **Forestry Agreement**
- **Fire Hall**
- **Education Jurisdiction**

Family Groupings:

Committee should consider meeting with representatives from each of the (insert First Nation name) family groupings as part of the communications plan.

Reading Level:

All communications products should be written at an appropriate reading level.

Assumptions

Knowledge Base

(e.g. only) 90% have no idea how land management works.

Internet Access

(e.g. only) Approximately 10% of membership has access to the internet.

(e.g. only) Approximately 70 people have emails for information.

Demographics

(Following is example only insert your First Nation's demographics)

189 - Terrace Area

(##) - Prince George

(##) - Prince Rupert

(##) - 15-29 Westbank

Age – 18-35 (etc)

Membership Issues

CP's with Band Constructed Houses on their lot, i.e. Social Housing

Saw Mill on Reserve

Gravel Extraction

Flooding

Erosion
Species at Risk
Traditional Land Holdings
Environmental Contamination
(INSERT OTHER ASSUMPTIONS)

Target Audiences

- (insert First Nation name) Members – On and Off IR
- (insert First Nation name) Staff
- General Public
- Media

Key Messages

- Land Code will get us out from under the watch of Aboriginal Affairs and Northern Development Canada in relation to Land Management. Other areas like Health, Education will remain for now.
- We need to ensure that we keep our Traditions as we move forward in the 21st Century.
- Land Code has nothing to do with:
 - Taxation
 - Treaty
 - Aboriginal Rights and Title
 - Additions to Reserve
 - Land Claims.
- Land Code Initiative is about resuming and exercising control over our Reserve Land and Resources for the benefit of enabling timely:
 - Developmental Leases
 - Business Licenses
 - Environmental Protection
 - Land Use and Occupancy regulations or Law-Making
 - other
- The final decision on the Land Code is up to the (insert First Nation name) People not Chief and Council. Nothing is finalized without membership approval.

Communications Tactics

Communications Products

- Bulletins
- Newsletters
- Fact Sheets
- Question and Answer Document(s)
- Power Point Presentations

All communications products should be personalized (individual names) and distributed to all members both on and off-reserve on a consistent basis.

Telephoning

- Telephone communication – outreach to membership both on and off reserve
- Inbound – Log calls from the (insert First Nation name) office toll free number/message centre
- Outbound Telephone Calling – outreach to membership both on and off reserve

Interactive Communications

- Website – develop website (if not already live) and update website with new and revised communications products and material
- E-mail – Establish a functional database to send the electronic versions of required material and products and updates on Land Code
- Facebook page- create a separate Facebook page to disseminate to members using Facebook

Media Relations

- Key Messages
- Backgrounders
- News Releases and Media Advisories
- Arranging print and broadcast media interviews and news coverage
- Meet with Editorial Boards

Community Meetings

- Meet with Youth, Elders, Staff
- Meetings with all (insert First Nation name) members
- Home visits as required

Communications Workplan

Before starting any process it is important to identify the Roles and Responsibilities of those who will be working on the project.

1. Address Database Management: _____
2. Communications: _____
3. Spokesperson: _____
4. Project Signing Authority: _____
5. Logistics: _____
6. Web Designer: _____
7. Telephone Team Leader: _____
8. Survey Coordinator: _____
9. Meeting Facilitator: _____
10. Ratification Officer(s): _____
11. Video: _____
12. Support Staff i.e. LABRC: _____
13. Lands Committee Chairperson: _____

Bulletins/Factsheets/Newsletters

- Research and analyse the Land Code Process
- Identify key information
- Develop, write and draft text
- Edit and finalize text
- Design layout and text placement
- Prepare postage, envelopes
- Prepare packages (fold, stuff and seal)
 - Arrange for mail out
- Arrange for delivery on reserve
- Distribute to members both on and off reserve
- Prepare material electronically for website and e-mail

Calendar of Events

- Identify who the Lands Committee would like to meet with (*elders, youth, staff, family groupings*)
- Identify Information meeting dates/times
- Prepare calendar for membership
- Distribute calendar to membership
- Identify follow-up Information meeting dates/times (*10 days before the actual vote*)
- Identify other important community meetings (not to conflict with other initiatives)

Mail out System

- Establish a functional database (name, address, sort level)
- Identify who maintains the database for constant updates and printing of labels and labelling of envelopes
- Identify who is responsible for stamping/delivering to postal outlet
- Delivery on reserve by mail and door-to-door
- Off reserve mail out (*take into account the Canada Post system in terms of business days for actual delivery - timing is important*)

Telephoning

- Contact telephone company and select the best type of Call Management Services
- Develop voice message centre that includes the following:
 - Toll free number
 - Extension business voice mail
- Identify who will update voice mail messages

- Identify who will retrieve and log voice mail messages
- Identify person to answer live calls 4 weeks before vote

Web site

- Select web designer
- Identify person to work with designer (*to coordinate, research, develop content and scan information*)
- Identify sections for website
- Identify person to receive and respond to e-mails
- Updated weekly or as required

Community Meetings

- Select facilitator
- Prepare agenda
- Develop meeting strategy and tactics
- Identify meeting length
- Identify spokesperson and other people to respond to questions
- Establish meeting guidelines
- Develop speeches and speaking points for presenters
- Prior to initial meetings review/rehearse presentation
- Identify who is responsible for coordinating and booking meetings
- Identify times, locations and dates
- If transportation for on reserve members is provided, identify pick up times and locations
- Book facilities
- Identify floor plan and set up
- Set up equipment, tables and chairs
- Select caterer and menu
- Identify person responsible for sign-in
- Identify person responsible for recoding and transcribing minutes
- Identify type of sound equipment and AV required such as:
 - Laptop computer, projection screen, sound system for recording, microphones (*standing and table*), projector for power point presentation, TV and video, writing pads, pens
- Identify who is responsible for:
 - bringing all relevant printed materials and supplies
 - storing all documentation and supplies after the meeting
 - gathering information for the meeting place
 - follow-up of questions from meetings

Video Production

- Identify person to assist with the production
- Confirm concepts, messages, and vision
- Develop outline and script
- Identify interviewees
- Identify narrator
- Identify and confirm shoots
- Edit footage and complete rough cut
- Duplicate video

Surveys

- Determine if a survey is necessary
- If yes, be specific what information you are seeking
- The survey should be clear and easy to understand
- Do a test sample on 10- 20 nation members in the community
- Canvassers 10 - 12 people (3 to people phone off reserve members) depending on the size of community. This service allows the members to have someone go through the survey and pick it up, remind them it is important for their input
- Determine who will input the results in a database
- Identify how the results will be analysed and used for the land code

Media Relations

- Identify 1 person to receive all calls from the media
- Select spokesperson
- Respond to enquires in timely manner
- Target list of media outlets to be prepared and reviewed monthly
- Facilitate relationships with local and National media
- Develop fact sheets, backgrounders, and press lines
- Write/distribute news releases, feature stories, media advisories
- Communicate directly with reporters and editors to ensure the Nation's message makes it into print and electronic media
- Create press kits and other media materials
- Arrange print and broadcast media interviews and news coverage
- Handle media inquiries and crisis communications
- Media interview training
- Design and implement inquiry tracking systems

Distribution Plan

The number and variety of communication materials will be identified for each communications tactic. Persons responsible for the distribution of specified materials will be identified, as well as where and when to distribute them.

Approval

The Chief and Council (*or its designate*) will approve the implementation of all communications tactics.

Binder of Information

- Copies of all information products for initiative
- Checklist of who was at the meetings
- Summary of who the information was sent too

Deliverables

- Key Messages
- Speeches
- Bulletin/Newsletters (4 minimum)
- Fact Sheets (9 total)
- 2-3 Question and Answer document(s)
- Power Point Presentation
- Websites (updates on a bi-monthly basis or as required)
- Database
 - Membership list of addresses
- Telephone Calling
 - log book sheets
 - script for callers
- Meetings Sheets
 - Attendance sheets
 - Questions from Members
- Calendar of Events

COMMUNITY INFORMATION CHECKLIST

This is a checklist that comes from the Community Ratification Process (CRP), it includes all of the information to be included in a final package for Eligible Voters. The documents identified on this checklist form the minimum base of information that needs to be sent to the voting Members. Your FN may wish to send out additional information or documents as deemed necessary.

You may choose to send out the various pieces of information in one or more mailings, just as long as you have distributed all of the information at least 56 days prior to the Vote Date.

- ✓ A copy of the Notice of Vote
- ✓ A copy of the Land Code
- ✓ A summary of the Land Code
- ✓ A copy of the Individual Agreement
- ✓ A summary of the Individual Agreement
- ✓ A summary of the Framework Agreement
- ✓ A summary of the Act



SUMMARY OF THE COMMUNITY RATIFICATION PROCESS

In order for the First Nation (FN) to assume control over its lands, a Land Code (LC) and Individual Agreement must be ratified (voted on) by the members of the FN.

The procedure for the community ratification (vote) process is developed by the community in accordance with Section 7 of the *Framework Agreement on First Nation Land Management (Framework Agreement)* which sets out the FN community approval process for the following:

- A transfer of jurisdiction over reserve lands and resources from Canada to the FN, and a FN LC.

The *Framework Agreement* in Section 7.3 sets out three different ways to consider on how a FN can carry out their community approval and voting process.

Once a FN chooses which community approval and voting process (Section 7.3) then this process will be set out in a Community Ratification Process (CRP) document that will contain all the details of the process. The Lands Advisory Board Resource Centre (LABRC) has model Registered and Unregistered CRP templates. Contact the LABRC field staff for the most current CRP models or go onto the LAB Virtual Resource Centre for copies at: <http://www.fnlabvrc.com/fnlab/login.php>

The CRP is how the FN carries out its transparent community approval process through set procedures and rules. In order for a FN to fulfill its due diligence and to remain transparent it must strictly adhere to its CRP.

The CRP document contains:

- Set procedures and rules
- The approach that the FN develops and approves for the ratification of their LC and Individual Agreement
- How the CRP is verified by the Verifier to ensure it is consistent with the *Framework Agreement*.
- The procedures and rules that the Ratification Officer must follow in the conduct of the Land Code Vote.

The CRP's underlying requirement is that each Eligible Voter needs the opportunity to become informed and the opportunity for a free vote. In general this is what the Verifier is required to confirm. Therefore, the CRP involves a thorough process to locate all eligible voting members and provide them with the opportunity to vote in person or by mail.

The CRP sets out how an eligible voter can vote. An eligible voter is a Member of the FN who is 18 years of age or older on the Voting Day on which that Member votes. It outlines the way(s) in which you can vote: 1) By mail-in ballot, or, 2) In person at a polling station(s).

Once the CRP is approved and verified it becomes instructions for the Land Manager and RO.

Lands Governance Director, Land Manager or Land Management staff should not be directly involved in any of the duties related to the conduct of the vote. This keeps the process transparent and unbiased. The FN is NOT instrumental in carrying out most of the CRP tasks. The RO is, and the RO should be keeping the FN "at arm's length" from most of the tasks.

A FN should ensure that there are provisions in the CRP for delay of vote for unforeseen circumstances and has a process for Council to add more time to the vote schedule. These provisions will need to be approved by the Verifier.

Sample Letter for Appointment of Independent Verifier

Date:

Aboriginal Affairs & Northern Affairs Canada

Address

Attention: **(insert AANDC contact person and title)**

Dear XX:

Re: Appointment of independent Verifier

With reference to sections 8.1, 44.1 and 44.3 of the *Framework Agreement on First Nation Land Management*, the (insert First Nation name) Chiefs and Council hereby recommend ***(insert Verifier name)*** be appointed to fulfill the duties of independent Verifier of the (insert First Nation name) Nation Land Code.

If you require further discussion and agreement of appointment of the independent Verifier with LAB and the (insert First Nation name), please inform XX, Land Code Coordinator, (insert phone no.). If you concur with this appointment please advise the (insert First Nation name) in writing.

Sincerely

Chief XX

XX First Nation

c.c. XX, Land Advisory Board Resource Centre

SAMPLE First Nation Land Code Ratification Timeline

(Draft for discussion on (Insert Date here))

For a vote during the week June 2nd to 8th, 2014

Deadline Date	Task #	Activity	Days Before/After Vote Date	Reference	Comments
Tuesday, September 11, 2012	1	Mandatory meeting with verifier	629 days	FA-8.2	The First Nations Land Management Act (ACT) and Framework Agreement on First Nation Land Management (FA) requires that all parties (i.e. First Nation, Canada and LAB) meet with the verifier at least once
<p>This schedule provides 500 days or over 1.3 years / 16 months from the first meeting (i.e. from September 11th, 2012 to January 24th, 2014) to complete the development of the Community Ratification Process (CRP) and Land Code and negotiations for the Individual Agreement (IA). It also provides a reasonable amount of flexibility to complete the tasks after January 24th, 2014.</p> <p>A negotiation schedule for the IA and a plan for the development of the Code and CRP that includes a community involvement component would assist to focus the work and ensure that the timeline for the vote can be maintained and resource personnel, as required will be available as the process moves forward.</p>					
Friday, January 24, 2014	2	First Nation finalize (CRP)	129 days	FA-7	
Friday, January 24, 2014	3	First Nation finalizes initial list of voters	129 days	CRP-3.1	List requires full names, band numbers, birth dates and complete addresses of all eligible voters
Friday, January 24, 2014	4	First Nation finalize Land Code	129 days	FA (5.1)	
Monday, January 27, 2014	5	First Nation submit CRP, Land Code and Initial list of eligible voter to verifier	126 days	CRP-3.1 & 4.1	
Friday, January 31, 2014	6	Verifier issues the CRP and Code verification certificate	122 days	CRP-5	
Monday, February 03, 2014	7	First Nation and Canada conclude IA negotiations	119 days		
Friday, February 14, 2014	8	Council passes BCR to formally launch the ratification process	108 days	CRP-6 (a), (b), (c), (d), (e), (f) & (g) & 19(1)	Appoint Ratification Officer (RO) Confirm initial list of eligible voters Approve Land Code text Approve CRP text Approve the IA Order the ratification vote Confirm ballot wording Set vote date Appoint Council representative to deal with procedural amendments
Friday, February 14, 2014	9	Chief initials the (IA) and sends it to Canada for Canada to initial	108 days	FA-6	
Friday, February 28, 2014	10	Canada returns the initialled IA to First Nation	94 days		

Monday, January 18, 2021

Friday, March 07, 2014	11	Workshop with Verifier and RO to finalize vote detail	87 days		
Monday, March 17, 2014	12	First Nation provides verifier with contact information for third party interests	77 days	ACT-10(4) FA-7(8)	The ACT and FA require that third parties be notified. The verifier needs to confirm that they have been notified
Monday, March 24, 2014 to Monday, April 07, 2014	13	First Nation and RO prepare, notice to Vote and mail-in-ballot, voter information, voter registration and third party information packages	70 days	CRP-3.2, 3.3, 8.1, 9.1 & 10.1	Preparation time will be required to prepare voter registration, voter information and third party notification packages. Note: If First Nation choose not to use a registration approach the registration aspect is not needed
Monday, April 07, 2014	14	RO sends a registration package to eligible voters	56 days	CRP-3.2	Voter registration document in Form 6 and prepaid return envelope
Monday, April 07, 2014	15	RO posts Notice to Vote - Form 5	56 days	CRP-8	Date, time and place for vote Ballot question Instructions and background Instruction to obtain a mail- in ballot Name and contact information of ratification officer
Monday, April 07, 2014	16	RO sends Notice of Vote to verifier	56 days	CRP-8.4	True copy by fax or electronic scan is required in addition to an electronic word version for newspaper use
Monday, April 07, 2014	17	First Nation mails / delivers information package to Eligible Voters	56 days	CRP-9	Copy of notice Copy of Code Summary of Code Copy of IA Summary of IA Summary of Framework Agreement Summary of Act A copy of CRP
Monday, April 07, 2014	18	First Nation provides information to Canada	56 days		A copy of the information package that is sent to eligible voters. There is a need to ensure Canada is informed
Monday, April 07, 2014	19	First Nation provides information to third parties	56 days	CRP-10	Vote date Communiqué explaining the effects of ratification Summary of Act Summary of Framework Agreement Summary of Code Contact information for First Nation representative
Monday, May 05, 2014	20	Verifier publishes first run of Notice of Vote in newspapers	28 days	CRP-8.2	The verifier is required to publish the notice of vote at least 28 days before the vote. The verifier will develop a plan in consultation with First Nation
Saturday, May 31, 2014	21	End of community information activities	2 days	CRP-9.4	
Vote Week (June 2 nd , 2014 was used as the start date for the timeline calculations)					
Tuesday, January 07, 2014	22	Deadline for Objections	5 days	CRP-20.2	Provision 13(2) of the FNLMA allows five days for the Minister or an eligible voter to report irregularities to the verifier.
Friday, January 17, 2014	23	Deadline for Verifier's	15 days	CRP-20.5	

Monday, January 18, 2021

2014		decision on validity of an objection- (13(2) FNLMA			
Friday, January 17, 2014	24	Verifier issues report on the vote – Form 12	15 days	CRP-21.1	The end of vote certificate will be issued earlier if there are no objections filed
	25	Chief and Council sign the IA and send it to Canada for the Minister's signature			
	26	First Nation approve Land Code for certification and send it to the verifier BCR--		CRP-22.2	The verifier requires four (4) copies of the verified Land Code and the approving BCR. This step is contingent on a successful ratification vote and confirmation of the vote by the verifier.
	27	Verifier Certifies Land		CRP-22.3	
	28	Verifier confirms the effective date of the Land Code			This step will be based on the effective date provisions of the Code

NOTE:

Mandatory time sensitive tasks are highlighted in yellow (i.e. the Nation's CRP and / or the Legislation calls for these timelines and the verifier is required to confirm compliance).

October 5, 2011

**COMMUNITY RATIFICATION PROCESS
PROCEDURAL AMENDMENT #01**

In accordance with Section 19.1 of the We Wai Kum *First Nation Community Ratification Process*, dated for reference October 25, 2010, the undersigned hereby agree to the following procedural amendments:

Section 3.7 is hereby eliminated

Section 13.2 is amended to read as follows

The Ratification Officer will provide a voter registration document in form 6, pre-folded and initialled ballot in Form 1, an identification envelope in Form 7, a secrecy envelope, a prepaid return envelope and voting instructions to each Eligible Voter.

Section 13.3 is hereby eliminated

Section 13.7 (a) is amended to read as follows

Confirm that the sender of the mail-in ballot has registered in accordance with section 3.3

I/We the undersigned hereby agree to the above procedural amendments.

Ratification Officer

Date

Council Designate

Date

Verifier

Date

This procedural amendment is being undertaken to streamline the process and align it more closely to the process that the Band uses to conduct other votes. In addition it will be less confusing to the eligible voters and save time and money.

And that this Procedural Amendment #01 will be mailed to all known eligible by the ratification office.

Verifier

Date



CANADA

CONSOLIDATION

CODIFICATION

First Nations Land Management Act

Loi sur la gestion des terres des premières nations

S.C. 1999, c. 24

L.C. 1999, ch. 24

Current to October 31, 2012

À jour au 31 octobre 2012

Last amended on October 5, 2012

Dernière modification le 5 octobre 2012

Published by the Minister of Justice at the following address:
<http://laws-lois.justice.gc.ca>

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<http://lois-laws.justice.gc.ca>

OFFICIAL STATUS
OF CONSOLIDATIONS

CARACTÈRE OFFICIEL
DES CODIFICATIONS

Subsections 31(1) and (2) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Les paragraphes 31(1) et (2) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1^{er} juin 2009, prévoient ce qui suit:

Published
consolidation is
evidence

31. (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

31. (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

Codifications
comme élément
de preuve

Inconsistencies
in Acts

(2) In the event of an inconsistency between a consolidated statute published by the Minister under this Act and the original statute or a subsequent amendment as certified by the Clerk of the Parliaments under the *Publication of Statutes Act*, the original statute or amendment prevails to the extent of the inconsistency.

(2) Les dispositions de la loi d'origine avec ses modifications subséquentes par le greffier des Parlements en vertu de la *Loi sur la publication des lois* l'emportent sur les dispositions incompatibles de la loi codifiée publiée par le ministre en vertu de la présente loi.

Incompatibilité
— lois

NOTE

This consolidation is current to October 31, 2012. The last amendments came into force on October 5, 2012. Any amendments that were not in force as of October 31, 2012 are set out at the end of this document under the heading "Amendments Not in Force".

NOTE

Cette codification est à jour au 31 octobre 2012. Les dernières modifications sont entrées en vigueur le 5 octobre 2012. Toutes modifications qui n'étaient pas en vigueur au 31 octobre 2012 sont énoncées à la fin de ce document sous le titre « Modifications non en vigueur ».

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S.C. 1999, c. 24

L.C. 1999, ch. 24

An Act providing for the ratification and the bringing into effect of the Framework Agreement on First Nation Land Management

Loi portant ratification de l'Accord-cadre relatif à la gestion des terres des premières nations et visant sa prise d'effet

[Assented to 17th June 1999]

[Sanctionnée le 17 juin 1999]

Preamble

WHEREAS Her Majesty in right of Canada and a specific group of first nations concluded the Framework Agreement on First Nation Land Management on February 12, 1996 in relation to the management by those first nations of their lands;

Attendu :

que Sa Majesté du chef du Canada et un groupe déterminé de premières nations ont signé, le 12 février 1996, l'Accord-cadre relatif à la gestion des terres des premières nations, qui vise à confier à ces dernières la gestion de leurs terres;

Préambule

AND WHEREAS the ratification of the Agreement by Her Majesty requires the enactment of an Act of Parliament;

que la ratification de cet accord-cadre par Sa Majesté est subordonnée à l'adoption d'une loi du Parlement,

NOW, THEREFORE, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

SHORT TITLE

TITRE ABRÉGÉ

Short title

1. This Act may be cited as the *First Nations Land Management Act*.

1. *Loi sur la gestion des terres des premières nations*.

Titre abrégé

INTERPRETATION

DÉFINITIONS

Definitions

2. (1) The definitions in this subsection apply in this Act.

2. (1) Les définitions qui suivent s'appliquent à la présente loi.

Définitions

“council”
« conseil »

“council”, in relation to a First Nation, has the same meaning as the expression “council of the band” in subsection 2(1) of the *Indian Act*.

« accord-cadre » L'Accord-cadre relatif à la gestion des terres des premières nations signé le 12 février 1996 par les premières nations et Sa Majesté du chef du Canada, ainsi que les modifications qui peuvent lui être apportées conformément à ses dispositions.

« accord-cadre »
“Framework Agreement”

“eligible voter”
« électeur »

“eligible voter” means a First Nation member who is eligible to vote under subsection 10(2).

« accord spécifique » Accord conclu en conformité avec le paragraphe 6(3).

« accord spécifique »
“individual agreement”

“First Nation”
« première nation »

“First Nation” means a band named in the schedule.

<p>“First Nation land” « terres de la première nation »</p>	<p>“First Nation land” means reserve land to which a land code applies and includes all the interests or rights in, and resources of, the land that are within the legislative authority of Parliament.</p>	<p>« arpenteur général » S’entend au sens du paragraphe 2(1) de la <i>Loi sur l’arpentage des terres du Canada</i>.</p>	<p>« arpenteur général » “Surveyor General”</p>
<p>“First Nation law” « texte législatif »</p>	<p>“First Nation law” means a law referred to in section 20.</p>	<p>« code foncier » Le code visé au paragraphe 6(1).</p>	<p>« code foncier » “land code”</p>
<p>“First Nation member” « membre de la première nation »</p>	<p>“First Nation member” means a person whose name appears on the band list of a First Nation or who is entitled to have their name appear on that list.</p>	<p>« conseil » En ce qui touche une première nation, le conseil de la bande au sens du paragraphe 2(1) de la <i>Loi sur les Indiens</i>.</p>	<p>« conseil » “council”</p>
<p>“Framework Agreement” « accord-cadre »</p>	<p>“Framework Agreement” means the Framework Agreement on First Nation Land Management concluded between Her Majesty in right of Canada and the First Nations on February 12, 1996, and includes any amendments to the Agreement made pursuant to its provisions.</p>	<p>« droit » S’agissant des terres de la première nation situées au Québec, tout droit de quelque nature que ce soit portant sur celles-ci et, par assimilation, tout droit du locataire; est cependant exclu le titre de propriété.</p>	<p>« droit » “right”</p>
<p>“individual agreement” « accord spécifique »</p>	<p>“individual agreement” means an agreement with a First Nation entered into under subsection 6(3).</p>	<p>« électeur » Personne qui satisfait aux conditions prévues au paragraphe 10(2).</p>	<p>« électeur » “eligible voter”</p>
<p>“interest” « intérêt »</p>	<p>“interest”, in relation to First Nation land in Canada elsewhere than in Quebec, means any estate, right or interest of any nature in or to the land, but does not include title to the land.</p>	<p>« intérêt » S’agissant des terres de la première nation situées au Canada mais ailleurs qu’au Québec, tout domaine, droit ou autre intérêt portant sur celles-ci; est cependant exclu le titre de propriété.</p>	<p>« intérêt » “interest”</p>
<p>“land code” « code foncier »</p>	<p>“land code” means a land code of a First Nation referred to in subsection 6(1).</p>	<p>« intérêts » [Abrogée, 2007, ch. 17, art. 1]</p>	
<p>“licence” « permis »</p>	<p>“licence”, in relation to First Nation land, means</p> <p>(a) in Canada elsewhere than in Quebec, any right of use or occupation of the land other than an interest in that land;</p> <p>(b) in Quebec, any right to use or occupy the land other than a right as defined in this subsection.</p>	<p>« membre de la première nation » Personne dont le nom apparaît sur la liste de bande relative à la première nation ou qui a droit à ce que son nom y figure.</p>	<p>« membre de la première nation » “first nation member”</p>
<p>“Minister” « ministre »</p>	<p>“Minister” means the Minister of Indian Affairs and Northern Development.</p>	<p>« ministre » Le ministre des Affaires indiennes et du Nord canadien.</p>	<p>« ministre » “Minister”</p>
<p>“project” « projet d’exploitation »</p>	<p>“project” has the same meaning as in subsection 2(1) of the <i>Canadian Environmental Assessment Act</i>.</p>	<p>« permis » S’agissant des terres de la première nation :</p> <p>a) situées au Canada mais ailleurs qu’au Québec, tout droit d’usage ou d’occupation portant sur celles-ci ou toute permission au même effet, autre qu’un intérêt;</p> <p>b) situées au Québec, tout droit d’utiliser ou d’occuper celles-ci, autre qu’un droit au sens du présent paragraphe.</p>	<p>« permis » “licence”</p>
<p>“right” « droit »</p>	<p>“right”, in relation to First Nation land in Quebec, means any right of any nature in or to that land, including the rights of a lessee, but does not include title to the land.</p>	<p>« première nation » Bande dont le nom figure à l’annexe.</p>	<p>« première nation » “first nation”</p>
<p>“Surveyor General” « arpenteur général »</p>	<p>“Surveyor General” has the same meaning as in subsection 2(1) of the <i>Canada Lands Surveys Act</i>.</p>	<p>« projet d’exploitation » Projet au sens du paragraphe 2(1) de la <i>Loi canadienne sur l’évaluation environnementale</i>.</p>	<p>« projet d’exploitation » “project”</p>
		<p>« terres de la première nation » Terres d’une réserve auxquelles s’applique le code foncier. Sont compris les droits ou intérêts afférents ainsi que les ressources qui s’y trouvent, dans la</p>	<p>« terres de la première nation » “first nation land”</p>

		mesure où ils relèvent de la compétence fédérale.	
		« texte législatif » Texte législatif visé à l'article 20.	« texte législatif » "first nation law"
Words and expressions in <i>Indian Act</i>	(2) Unless the context otherwise requires, words and expressions used in this Act have the same meaning as in the <i>Indian Act</i> .	(2) Sauf indication contraire, les autres termes de la présente loi s'entendent au sens de la <i>Loi sur les Indiens</i> .	Terminologie : <i>Loi sur les Indiens</i>
Not land claims agreement	(3) For greater certainty, neither the Framework Agreement nor this Act is a land claims agreement referred to in section 35 of the <i>Constitution Act, 1982</i> . 1999, c. 24, s. 2; 2007, c. 17, s. 1; 2012, c. 19, ss. 627, 652(E).	(3) Il est entendu que ni l'accord-cadre ni la présente loi constitue un accord sur des revendications territoriales au sens de l'article 35 de la <i>Loi constitutionnelle de 1982</i> . 1999, ch. 24, art. 2; 2007, ch. 17, art. 1; 2012, ch. 19, art. 627 et 652(A).	Pas un accord sur des revendications territoriales
	HER MAJESTY	SA MAJESTÉ	
Binding on Her Majesty	3. This Act is binding on Her Majesty in right of Canada and any reference in this Act to Her Majesty means Her Majesty in right of Canada.	3. La présente loi lie Sa Majesté du chef du Canada, et le terme « Sa Majesté » ne vise que cette dernière.	Obligation de Sa Majesté
	GENERAL	DISPOSITIONS GÉNÉRALES	
Ratification and effect	4. (1) The Framework Agreement is hereby ratified and brought into effect in accordance with its provisions.	4. (1) L'accord-cadre est ratifié et prend effet conformément à ses dispositions.	Ratification et prise d'effet
Deposit of copies	(2) The Minister shall cause a copy of the Framework Agreement and of any amendment made to the Agreement, certified by the Minister to be a true copy, to be deposited in the library of the Department of Indian Affairs and Northern Development situated in the National Capital Region and in such regional offices of that Department and other places as the Minister considers advisable.	(2) Le ministre fait déposer, à la bibliothèque de son ministère située dans la région de la capitale nationale, ainsi qu'aux bureaux ministériels régionaux et autres lieux qu'il juge indiqués, une copie certifiée par lui conforme à l'original de l'accord-cadre et de toute modification apportée à celui-ci.	Dépôt
Title to First Nation land	5. For greater certainty, except for First Nation land exchanged in accordance with section 27, (a) title to First Nation land is not affected by the Framework Agreement or this Act; (b) First Nation land continues to be set apart for the use and benefit of the First Nation for which it was set apart; and (c) First Nation land continues to be land reserved for the Indians within the meaning of Class 24 of section 91 of the <i>Constitution Act, 1867</i> . 1999, c. 24, s. 5; 2012, c. 19, s. 652(E).	5. Il est entendu que, sauf en cas d'échange conforme à l'article 27, la présente loi et l'accord-cadre n'ont pas pour effet de modifier le titre de propriété des terres de la première nation, celles-ci continuant d'être des terres réservées aux Indiens au sens du point 24 de l'article 91 de la <i>Loi constitutionnelle de 1867</i> et mises de côté par Sa Majesté à l'usage et au profit de la première nation concernée. 1999, ch. 24, art. 5; 2012, ch. 19, art. 652(A).	Titre de propriété

ESTABLISHMENT OF LAND
MANAGEMENT REGIME

LAND CODE AND INDIVIDUAL AGREEMENT

Adoption of land
code

6. (1) A First Nation that wishes to establish a land management regime in accordance with the Framework Agreement and this Act shall adopt a land code applicable to all land in a reserve of the First Nation, which land code must include the following matters:

- (a) a description of the land that is to be subject to the land code that the Surveyor General may prepare or cause to be prepared or any other description that is, in the Surveyor General's opinion, sufficient to identify those lands;
- (b) the general rules and procedures applicable to the use and occupancy of First Nation land, including use and occupancy under
 - (i) licences and leases, and
 - (ii) interests or rights in First Nation land held pursuant to allotments under subsection 20(1) of the *Indian Act* or pursuant to the custom of the First Nation;
- (c) the procedures that apply to the transfer, by testamentary disposition or succession, of any interest or right in First Nation land;
- (d) the general rules and procedures respecting revenues from natural resources obtained from First Nation land;
- (e) the requirements for accountability to First Nation members for the management of First Nation land and moneys derived from First Nation land;
- (f) a community consultation process for the development of general rules and procedures respecting, in cases of breakdown of marriage, the use, occupation and possession of First Nation land and the division of interests or rights in First Nation land;
- (g) the rules that apply to the enactment and publication of First Nation laws;
- (h) the rules that apply to conflicts of interest in the management of First Nation land;
- (i) the establishment or identification of a forum for the resolution of disputes in relation to interests or rights in First Nation land;

MISE EN PLACE DU RÉGIME DE
GESTION DES TERRES

CODE FONCIER ET ACCORD SPÉCIFIQUE

Adoption du
code foncier

6. (1) La mise en place d'un régime de gestion des terres, par la première nation, en conformité avec l'accord-cadre et la présente loi est subordonnée à l'adoption d'un code foncier applicable à l'ensemble des terres comprises dans sa réserve et dans lequel figurent les éléments suivants :

- a) la description des terres visées que l'arpenteur général prépare ou fait préparer éventuellement ou toute autre description qui, à son avis, est adéquate pour préciser les terres visées;
- b) les règles générales — de procédure et autres — applicables en matière d'utilisation et d'occupation de ces terres, notamment en vertu d'un permis ou d'un bail ou en vertu d'un droit ou intérêt découlant soit de la possession accordée en conformité avec le paragraphe 20(1) de la *Loi sur les Indiens*, soit de la coutume de la première nation;
- c) les règles de procédure applicables en matière de transfert, par dévolution successorale, de droits ou intérêts sur ces terres;
- d) les règles générales — de procédure et autres — applicables en matière de revenus tirés des ressources naturelles de ces terres;
- e) les règles applicables en matière de responsabilité, devant les membres de la première nation, en ce qui touche la gestion des terres de la première nation et celle des fonds qui y sont liés;
- f) une disposition relative au processus de consultation populaire visant l'établissement de règles applicables, en cas d'échec du mariage, en matière soit d'utilisation, d'occupation ou de possession des terres de la première nation, soit de partage des droits ou intérêts sur celles-ci;
- g) les règles d'édition et de publication des textes législatifs;
- h) les règles applicables en matière de conflit d'intérêts dans la gestion des terres de la première nation;
- i) une disposition prévoyant soit la constitution d'un organe chargé de régler les diffé-

(j) the general rules and procedures that apply in respect of the granting or expropriation by the First Nation of interests or rights in First Nation land;

(k) the general rules and procedures for the delegation, by the council of the First Nation, of its authority to manage First Nation land;

(l) the procedures that apply to an approval of an exchange of First Nation land; and

(m) the procedures for amending the land code.

rends concernant les droits ou intérêts sur les terres de la première nation, soit l'attribution de cette fonction à un organe donné;

j) les règles générales — de procédure et autres — applicables en matière d'attribution ou d'expropriation, par la première nation, de droits ou intérêts sur ses terres;

k) les règles générales — de procédure et autres — applicables en matière de délégation, par le conseil de la première nation, de ses pouvoirs de gestion des terres;

l) la procédure d'approbation en matière d'échange de terres;

m) la procédure de modification du code foncier.

Land management regime

(2) For greater certainty, if more than one reserve has been set apart for the use and benefit of a First Nation, the First Nation may establish a land management regime for any or all of its reserves.

(2) Il est entendu que la première nation peut mettre en place un régime de gestion des terres pour toutes les réserves mises de côté à son usage et à son profit ou pour certaines d'entre elles.

Précision

Individual agreement

(3) A First Nation that wishes to establish a land management regime shall, in accordance with the Framework Agreement, enter into an individual agreement with the Minister describing the land that will be subject to the land code and providing for

(3) La mise en place d'un régime de gestion des terres est en outre subordonnée à la conclusion, par le ministre et la première nation et en conformité avec l'accord-cadre, d'un accord spécifique qui, en plus de mentionner les terres visées :

Accord spécifique

(a) the terms of the transfer of administration of that land;

a) fixe les modalités de transfert des pouvoirs et fonctions en matière de gestion des terres;

(b) a description of the interests or rights and licences that have been granted by Her Majesty in or in relation to that land, and the date and other terms of the transfer to the First Nation of Her Majesty's rights and obligations as grantor of those interests or rights and licences;

b) précise les droits ou intérêts et les permis qui ont été accordés par Sa Majesté relativement aux terres en question ainsi que la date et les autres modalités du transfert, à la première nation, des droits et obligations de Sa Majesté à l'égard de ceux-ci;

(c) the environmental assessment process that will apply to projects on that land until the enactment of First Nation laws in relation to that subject; and

c) établit un régime d'évaluation environnementale applicable aux projets d'exploitation devant être mis en œuvre sur les terres en question jusqu'à la prise de textes législatifs sur le sujet;

(d) any other relevant matter.

d) prévoit tout autre élément pertinent.

1999, c. 24, s. 6; 2007, c. 17, s. 2; 2012, c. 19, ss. 628, 652(E).

1999, ch. 24, art. 6; 2007, ch. 17, art. 2; 2012, ch. 19, art. 628 et 652(A).

Survey not mandatory

6.1 If the Surveyor General prepares or causes to be prepared a description of lands under paragraph 6(1)(a), the Surveyor General may, if he or she considers it appropriate, sur-

6.1 L'arpenteur général peut, s'il l'estime indiqué, arpenter ou faire arpenter, en vertu de la *Loi sur l'arpentage des terres du Canada*, les

Arpentage facultatif

	vey or have those lands surveyed in accordance with the <i>Canada Lands Surveys Act</i> . 2012, c. 19, s. 629.	terres à l'égard desquelles une description est préparée en vertu de l'alinéa 6(1)a). 2012, ch. 19, art. 629.	
Excluded land	<p>7. (1) Despite subsection 6(1), a portion of a reserve may be excluded from the application of a land code if</p> <p>(a) it is in an environmentally unsound condition that cannot be remedied by measures that are technically and financially feasible before the date that the land code is to be submitted for community approval under subsection 10(1);</p> <p>(b) it is the subject of litigation that is unlikely to be resolved before the date referred to in paragraph (a);</p> <p>(c) it is uninhabitable or unusable as a result of a natural disaster; or</p> <p>(d) the First Nation and the Minister agree that, for any other reason, its exclusion is justifiable.</p>	<p>7. (1) Malgré le paragraphe 6(1), peut être exclue de l'application du code foncier la partie de la réserve qui remplit l'une ou l'autre des conditions suivantes :</p> <p>a) l'environnement y est dans un si mauvais état que des mesures réalisables sur les plans technique et économique ne pourront remédier à la situation avant la date prévue pour la consultation populaire visée au paragraphe 10(1);</p> <p>b) elle fait l'objet d'un litige qui ne sera vraisemblablement pas résolu avant cette date;</p> <p>c) elle est inhabitable ou inutilisable en raison d'un sinistre;</p> <p>d) la première nation et le ministre s'entendent pour conclure qu'elle peut en être exclue pour toute autre raison.</p>	Exclusion
Condition	<p>(2) A portion of a reserve may not be excluded from a land code if the exclusion would have the effect of placing the administration of a lease, other interest or a right in that land in more than one land management regime.</p> <p>(3) [Repealed, 2012, c. 19, s. 630]</p> <p>1999, c. 24, s. 7; 2007, c. 17, s. 3; 2012, c. 19, ss. 630, 652(E).</p>	<p>(2) L'exclusion est invalide si elle a pour effet d'assujettir un bail, quelque autre intérêt ou quelque droit à plus d'un régime de gestion.</p> <p>(3) [Abrogé, 2012, ch. 19, art. 630]</p> <p>1999, ch. 24, art. 7; 2007, ch. 17, art. 3; 2012, ch. 19, art. 630 et 652(A).</p>	Condition
Exclusion — boundaries of reserve uncertain	<p>7.1 (1) Despite subsection 6(1), land may be excluded from the application of a land code if it is uncertain whether the land is located within the boundaries of the reserve.</p>	<p>7.1 (1) Malgré le paragraphe 6(1), peuvent être exclues de l'application du code foncier les terres dont il n'est pas certain qu'elles soient comprises dans les limites de la réserve.</p>	Exclusion — limites de la réserve incertaines
Land subject to lease, other interest or right	<p>(2) If the exclusion of the land would have the effect of placing the administration of a lease, other interest or a right in that land in more than one land management regime, then all the land that is subject to that lease, other interest or right shall be excluded from the application of the land code.</p>	<p>(2) Dans le cas où l'exclusion aurait pour effet d'assujettir un bail, quelque autre intérêt ou quelque droit à plus d'un régime de gestion des terres, toutes les terres visées par le bail, l'intérêt ou le droit doivent être exclues de l'application du code foncier.</p>	Terres visées par un bail, un autre intérêt ou un droit
Limitation — effects of exclusion	<p>(3) The exclusion of the land does not preclude the First Nation or Her Majesty from asserting in an action, a lawsuit or other proceeding that the land is part of the reserve.</p> <p>2012, c. 19, s. 631.</p>	<p>(3) L'exclusion n'a pas pour effet d'empêcher la première nation ou Sa Majesté de faire valoir, dans le cadre de toute action, poursuite ou autre procédure, que les terres en question font partie de la réserve.</p> <p>2012, ch. 19, art. 631.</p>	Réserve — effets de l'exclusion
Inclusion of previously excluded land	<p>7.2 A First Nation shall amend the description of First Nation land in its land code to in-</p>	<p>7.2 La première nation est tenue de modifier le code foncier de façon à y ajouter la descrip-</p>	Ajout de terres auparavant exclues

clude a portion of a reserve excluded under subsection 7(1) or land excluded under subsection 7.1(1) if the First Nation and the Minister agree that the condition that justified the exclusion no longer exists, and the individual agreement shall be amended accordingly.

2012, c. 19, s. 631.

VERIFICATION

Appointment of verifier

8. (1) The Minister and a First Nation shall jointly appoint a verifier, to be chosen from a list established in accordance with the Framework Agreement, who shall

(a) determine whether a proposed land code and the proposed process for the approval of the land code and an individual agreement are in accordance with the Framework Agreement and this Act and, if they are in accordance, confirm them;

(b) determine whether the conduct of a community approval process is in accordance with the process confirmed under paragraph (a); and

(c) certify the validity of a land code that has been approved in accordance with the Framework Agreement and this Act.

Disputes

(2) The verifier shall determine any dispute arising between a First Nation and the Minister before a land code comes into force regarding the terms of the transfer of administration of land or the exclusion of a portion of a reserve from the application of a land code.

1999, c. 24, s. 8; 2012, c. 19, s. 652(E).

Notice of determination

9. (1) The verifier shall, within thirty days after receiving a First Nation's documents, as required by the Framework Agreement, make a determination under paragraph 8(1)(a) and give notice of the determination to the First Nation and the Minister.

Reasons

(2) If the verifier determines that a proposed land code or a proposed community approval process is not in accordance with the Framework Agreement or this Act, the verifier shall give written reasons to the First Nation and the Minister.

1999, c. 24, s. 9; 2012, c. 19, s. 652(E).

tion de la partie de la réserve ou des terres, selon le cas, auparavant exclues, si elle et le ministre concluent que l'exclusion au titre des paragraphes 7(1) ou 7.1(1) n'est plus justifiée. L'accord spécifique doit être modifié en conséquence.

2012, ch. 19, art. 631.

VÉRIFICATION

Nomination du vérificateur

8. (1) Le ministre et la première nation nomment conjointement, parmi les candidats inscrits sur la liste établie à cette fin en conformité avec l'accord-cadre, un vérificateur chargé :

a) de décider de la conformité, avec l'accord-cadre et la présente loi, du projet de code foncier et du mécanisme de consultation populaire proposé pour son approbation et celle de l'accord spécifique et, le cas échéant, d'attester cette conformité;

b) de décider de la conformité du déroulement de cette consultation avec le mécanisme ayant fait l'objet de l'attestation prévue à l'alinéa a);

c) d'attester la validité du code foncier approuvé en conformité avec l'accord-cadre et la présente loi.

Différends

(2) Il est en outre chargé de régler les différends qui surviennent, avant l'entrée en vigueur du code foncier, entre la première nation et le ministre relativement soit aux modalités de transfert des pouvoirs et fonctions en matière de gestion, soit à l'exclusion de toute partie d'une réserve de l'application du code foncier.

1999, ch. 24, art. 8; 2012, ch. 19, art. 652(A).

Communication de la décision

9. (1) Le vérificateur adresse à la première nation et au ministre, dans les trente jours suivant la réception des documents que celle-ci est tenue de lui communiquer aux termes de l'accord-cadre, sa décision rendue en application de l'alinéa 8(1)a).

Motifs

(2) En cas de conclusion défavorable, il consigne aussi ses motifs, qu'il joint à sa décision.

1999, ch. 24, art. 9; 2012, ch. 19, art. 652(A).

COMMUNITY APPROVAL AND CERTIFICATION

CONSULTATION POPULAIRE ET CERTIFICATION

Submission to members	<p>10. (1) If the verifier determines that a proposed land code and a proposed community approval process of a First Nation are in accordance with the Framework Agreement and this Act, the council of the First Nation may submit the proposed land code and the individual agreement to the First Nation members for their approval.</p>	<p>10. (1) Une fois attestée la conformité du projet de code foncier et du mécanisme de consultation populaire proposé avec l'accord-cadre et la présente loi, le conseil peut soumettre le projet et l'accord spécifique à l'approbation des membres de la première nation.</p>	Approbation des membres
Eligibility to vote	<p>(2) Every person who is eighteen years of age or over and a First Nation member, whether or not resident on the reserve of the First Nation, is eligible to vote in the community approval process.</p>	<p>(2) Est habile à voter en ce qui touche cette approbation tout membre de la première nation âgé d'au moins dix-huit ans, qu'il réside ou non dans la réserve en question.</p>	Droit de vote
Information to be provided	<p>(3) The council shall, before proceeding to obtain community approval, take reasonable measures, such as those described in the Framework Agreement, to locate voters and inform them of their right to vote, the means of exercising that right and the content of the Framework Agreement, this Act, the proposed land code and the individual agreement.</p>	<p>(3) Le conseil est tenu, avant de procéder à la consultation populaire, de prendre les mesures utiles — notamment celles prévues par l'accord-cadre — pour retrouver tous les électeurs et les informer, d'une part, de leur droit de vote et des modalités d'exercice de ce droit et, d'autre part, de la teneur de l'accord-cadre, de la présente loi, du projet de code foncier ainsi que de l'accord spécifique.</p>	Devoir d'information
Third parties	<p>(4) If other persons have an interest or right in the land that is to be subject to the proposed land code, the council shall, within a reasonable time before the vote, take appropriate measures to inform those persons of the proposed land code, this Act and the date of the vote.</p> <p>1999, c. 24, s. 10; 2007, c. 17, s. 4; 2012, c. 19, s. 652(E).</p>	<p>(4) Il est en outre tenu de prendre, en temps utile avant le scrutin, les mesures indiquées pour porter la présente loi, le projet de code foncier et la date prévue pour le scrutin à la connaissance de tout autre titulaire de droits ou intérêts sur les terres en question.</p> <p>1999, ch. 24, art. 10; 2007, ch. 17, art. 4; 2012, ch. 19, art. 652(A).</p>	Titulaires de droits ou intérêts
Publication of notice	<p>11. (1) The verifier shall publish a notice of the date, time and place of a vote.</p>	<p>11. (1) Le vérificateur fait publier un avis des date, heure et lieu du scrutin.</p>	Préavis
Role of the verifier	<p>(2) The verifier, and any assistants that the verifier may appoint, shall observe the conduct of a vote.</p>	<p>(2) Il est de plus chargé de la surveillance du déroulement du scrutin et peut s'adjoindre, à cette fin, les assistants qu'il estime nécessaires.</p>	Surveillance du scrutin
Report	<p>(3) Within fifteen days after the conclusion of a vote, the verifier shall send to the First Nation and the Minister the verifier's report on the conduct of the vote.</p> <p>1999, c. 24, s. 11; 2012, c. 19, s. 652(E).</p>	<p>(3) Il adresse à la première nation et au ministre, dans les quinze jours suivant la clôture du scrutin, son rapport au sujet du déroulement.</p> <p>1999, ch. 24, art. 11; 2012, ch. 19, art. 652(A).</p>	Rapport
Approval by members	<p>12. (1) A proposed land code and an individual agreement that have been submitted for community approval are approved if</p> <p>(a) a majority of eligible voters participated in the vote and a majority of those voters voted to approve them;</p>	<p>12. (1) Le projet de code foncier et l'accord spécifique sont tenus pour approuvés lorsqu'ils reçoivent l'appui :</p> <p>a) soit de la majorité des voix exprimées, dans les cas où la majorité des électeurs participent effectivement au scrutin;</p>	Approbation

	<p>(b) all those eligible voters who signified, in a manner determined by the First Nation, their intention to vote have been registered and a majority of the registered voters voted to approve them; or</p> <p>(c) they are approved by the community in any other manner agreed on by the First Nation and the Minister.</p>	<p>b) soit de la majorité des électeurs enregistrés, dans les cas où tous les électeurs ayant fait connaître, selon les modalités fixées par la première nation, leur intention de voter ont été enregistrés;</p> <p>c) soit donné suivant les autres modalités dont conviennent la première nation et le ministre.</p>	
Minimum participation	<p>(2) Notwithstanding subsection (1), a proposed land code and an individual agreement are not approved unless more than twenty-five per cent of the eligible voters voted to approve them.</p>	<p>(2) Dans tous les cas, cependant, l'approbation n'est valide que si plus de vingt-cinq pour cent des électeurs se sont exprimés en sa faveur.</p>	Approbation minimale
Increased percentage	<p>(3) A council may, by resolution, increase the percentage of votes required under subsection (2).</p> <p>1999, c. 24, s. 12; 2012, c. 19, s. 652(E).</p>	<p>(3) Le conseil peut cependant, par résolution, fixer pour l'approbation un pourcentage supérieur à celui prévu au paragraphe (2).</p> <p>1999, ch. 24, art. 12; 2012, ch. 19, art. 652(A).</p>	Pourcentage supérieur
Copy and declaration	<p>13. (1) If a First Nation votes to approve a land code and an individual agreement, its council shall, after the conclusion of the vote, send to the verifier</p> <p>(a) without delay, a copy of the approved code and a declaration that the code and agreement were approved in accordance with section 12; and</p> <p>(b) as soon as the circumstances permit, a copy of the individual agreement signed by the First Nation and the Minister.</p>	<p>13. (1) Après la clôture du scrutin, le conseil adresse sans délai au vérificateur une copie du code foncier approuvé par les membres de la première nation et une déclaration confirmant l'approbation, en conformité avec l'article 12, du code et de l'accord spécifique. De plus, il lui adresse dans les meilleurs délais une copie de ce dernier signé par la première nation et le ministre.</p>	Copie et déclaration
Report of irregularity	<p>(2) The Minister or an eligible voter may, within five days after the conclusion of a vote, report any irregularity in the voting process to the verifier.</p> <p>1999, c. 24, s. 13; 2012, c. 19, s. 632.</p>	<p>(2) Le ministre ou tout électeur peut, dans les cinq jours suivant la clôture du scrutin, informer le vérificateur de toute irrégularité dont a été entaché le déroulement du scrutin.</p> <p>1999, ch. 24, art. 13; 2012, ch. 19, art. 632.</p>	Dénonciation
Certification	<p>14. (1) The verifier shall, after receiving the documents referred to in subsection 13(1), certify the validity of the land code unless the verifier, after giving the First Nation and the Minister a reasonable opportunity to make submissions on the matter but within 10 days after the conclusion of the vote, is of the opinion that</p> <p>(a) the community approval process confirmed under paragraph 8(1)(a) was not followed or the community approval was otherwise irregular; and</p> <p>(b) the land code might not have been approved but for that irregularity.</p>	<p>14. (1) Sur réception des documents qui lui sont adressés en application du paragraphe 13(1), le vérificateur atteste la validité du code foncier sauf si, dans les dix jours suivant la clôture du scrutin et après avoir donné à la première nation et au ministre l'occasion de lui présenter des observations, il tire la conclusion suivante :</p> <p>a) le mécanisme dont il a attesté la conformité au titre de l'alinéa 8(1)a) n'a pas été suivi ou la consultation populaire est par ailleurs entachée d'irrégularité;</p> <p>b) l'approbation n'aurait peut-être pas été donnée sans cette irrégularité.</p>	Attestation

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Transmittal	(2) The verifier shall, without delay, send a copy of the certified land code to the First Nation and the Minister.	(2) Le vérificateur adresse sans délai à la première nation et au ministre une copie du code foncier dont il a attesté la validité.	Communication
Presumption	(3) A certified land code is deemed to have been validly approved by the First Nation. 1999, c. 24, s. 14; 2012, c. 19, ss. 633(E), 652(E).	(3) Une fois sa validité attestée par le vérificateur, le code est réputé dûment approuvé par la première nation. 1999, ch. 24, art. 14; 2012, ch. 19, art. 633(A) et 652(A).	Présomption
COMING INTO FORCE OF LAND CODE		ENTRÉE EN VIGUEUR DU CODE FONCIER	
Coming into force	15. (1) Subject to subsection (1.1), a land code comes into force and has the force of law on the day on which it is certified or on any other later date that may be specified in or under the land code, and judicial notice shall be taken of the land code in any proceedings from the date of the coming into force of that land code.	15. (1) Sous réserve du paragraphe (1.1), le code foncier entre en vigueur à la date de l'attestation de sa validité ou à la date postérieure qui y est précisée ou qui est déterminée en conformité avec ses dispositions. Il a dès lors force de loi et est admis d'office dans toute procédure judiciaire.	Date, force de loi et admission d'office
Limitation	(1.1) A land code is not to come into force before the day on which the individual agreement is signed by the First Nation and the Minister.	(1.1) L'entrée en vigueur du code foncier ne peut précéder la date à laquelle l'accord spécifique a été signé par la première nation et le ministre.	Réserve
Access to land code	(2) A copy of the land code of a First Nation shall be maintained by the council for public inspection at a place designated by the council. 1999, c. 24, s. 15; 2012, c. 19, ss. 634, 652(E).	(2) Le conseil de la première nation met à la disposition du public, aux endroits qu'il estime appropriés, une copie du code foncier. 1999, ch. 24, art. 15; 2012, ch. 19, art. 634 et 652(A).	Copie à la disposition du public
Effect	16. (1) After the coming into force of a land code, no interest or right in or licence in relation to First Nation land may be acquired or granted except in accordance with the land code of the First Nation.	16. (1) L'acquisition ou l'attribution de droits ou intérêts ou de permis relatifs aux terres de la première nation ne peuvent, à compter de l'entrée en vigueur du code foncier, être effectuées qu'en conformité avec celui-ci.	Effet
Interests or rights of third parties	(2) Subject to subsections (3) and (4), interests or rights in and licences in relation to First Nation land that exist on the coming into force of a land code continue in accordance with their terms and conditions.	(2) Sous réserve des paragraphes (3) et (4), les droits ou intérêts et les permis détenus, à la date d'entrée en vigueur du code foncier, relativement aux terres de la première nation sont maintenus, ainsi que les conditions dont ils sont assortis.	Droits ou intérêts des tiers
Transfer of rights of Her Majesty	(3) On the coming into force of the land code of a First Nation, the rights and obligations of Her Majesty as grantor in respect of the interests or rights and the licences described in the First Nation's individual agreement are transferred to the First Nation in accordance with that agreement.	(3) Les droits et obligations de Sa Majesté à l'égard des droits ou intérêts et des permis précisés dans l'accord spécifique sont, à la date d'entrée en vigueur du code foncier, transférés à la première nation en conformité avec cet accord.	Transfert
Interests and rights of First Nation members	(4) Interests or rights in First Nation land held on the coming into force of a land code by First Nation members pursuant to allotments under subsection 20(1) of the <i>Indian Act</i> or pursuant to the custom of the First Nation are subject to the provisions of the land code govern-	(4) Sont assujettis, à compter de la date d'entrée en vigueur du code foncier, aux dispositions de celui-ci en matière de transfert, de bail et de participation aux revenus tirés des ressources naturelles, les droits ou intérêts des membres de la première nation sur ses terres	Droits ou intérêts des membres de la première nation

ing the transfer and lease of interests or rights in First Nation land and sharing in natural resource revenues.

1999, c. 24, s. 16; 2007, c. 17, s. 5; 2012, c. 19, s. 652(E).

qui découlent soit de la possession accordée en conformité avec le paragraphe 20(1) de la *Loi sur les Indiens*, soit de la coutume de la première nation.

1999, ch. 24, art. 16; 2007, ch. 17, art. 5; 2012, ch. 19, art. 652(A).

RULES ON BREAKDOWN OF MARRIAGE

RÈGLES PARTICULIÈRES : ÉCHEC DU MARIAGE

Obligation of First Nation

17. (1) A First Nation shall, in accordance with the Framework Agreement and following the community consultation process provided for in its land code, establish general rules and procedures, in cases of breakdown of marriage, respecting the use, occupation and possession of First Nation land and the division of interests or rights in First Nation land.

17. (1) La première nation doit veiller à l'établissement, en conformité avec l'accord-cadre et au terme du processus de consultation populaire prévu à cette fin dans le code foncier, de règles générales — de procédure et autres — applicables, en cas d'échec du mariage, en matière soit d'utilisation, d'occupation ou de possession des terres de la première nation, soit de partage des droits ou intérêts sur celles-ci.

Obligation de la première nation

Establishment of rules and procedures

(2) The First Nation shall, within twelve months after its land code comes into force, incorporate the general rules and procedures into its land code or enact a First Nation law containing the general rules and procedures.

(2) Elle est tenue, dans les douze mois qui suivent la date d'entrée en vigueur du code foncier, de les insérer dans ce code ou de prendre des textes législatifs sur le sujet.

Mise en place

Disputes

(3) The First Nation or the Minister may refer any dispute relating to the establishment of the general rules and procedures to an arbitrator in accordance with the Framework Agreement.

(3) La première nation ou le ministre peut, en conformité avec l'accord-cadre, saisir un arbitre de tout différend relatif à l'établissement de ces règles.

Différend

1999, c. 24, s. 17; 2007, c. 17, s. 6; 2012, c. 19, s. 652(E).

1999, ch. 24, art. 17; 2007, ch. 17, art. 6; 2012, ch. 19, art. 652(A).

LAND MANAGEMENT REGIME

RÉGIME DE GESTION DES TERRES

FIRST NATION POWERS

POUVOIRS GÉNÉRAUX DE LA PREMIÈRE NATION

Power to manage

18. (1) A First Nation has, after the coming into force of its land code and subject to the Framework Agreement and this Act, the power to manage First Nation land and, in particular, may

18. (1) La première nation est, à compter de l'entrée en vigueur du code foncier et sous réserve de l'accord-cadre et des autres dispositions de la présente loi, investie des pouvoirs de gestion relatifs à ses terres. Elle peut notamment :

Gestion des terres

(a) exercise the powers, rights and privileges of an owner in relation to that land;

a) exercer tous les pouvoirs et droits liés au titre de propriété;

(b) grant interests or rights in and licences in relation to that land;

b) attribuer des droits ou intérêts et des permis relativement à ces terres;

(c) manage the natural resources of that land; and

c) gérer les ressources naturelles de ces terres;

(d) receive and use all moneys acquired by or on behalf of the First Nation under its land code.

d) recevoir et utiliser les fonds qu'elle perçoit ou qui sont perçus pour son compte sous le régime du code foncier.

Legal capacity

(2) For any purpose related to First Nation land, a First Nation has the legal capacity nec-

(2) Elle a, à l'égard de ses terres, la capacité juridique nécessaire à l'exercice de ses attributions et peut notamment :

Capacité

essary to exercise its powers and perform its duties and functions and, in particular, may

- (a) acquire and hold property;
- (b) enter into contracts;
- (c) borrow money;
- (d) expend and invest money; and
- (e) be a party to legal proceedings.

Exercise of power

(3) The power of a First Nation to manage First Nation land shall be exercised by the council of a First Nation, or by any person or body to whom a power is delegated by the council in accordance with the First Nation's land code, and that power shall be exercised for the use and benefit of the First Nation.

Management body

(4) A body established to manage First Nation land is a legal entity having the capacity, rights, powers and privileges of a natural person.

1999, c. 24, s. 18; 2007, c. 17, s. 7; 2012, c. 19, s. 652(E).

Transfer of moneys

19. On the coming into force of the land code of a First Nation, all revenue moneys collected, received or held by Her Majesty for the use and benefit of the First Nation or its First Nation members cease to be Indian moneys and shall be transferred to the First Nation.

1999, c. 24, s. 19; 2012, c. 19, s. 652(E).

- a) acquérir et détenir des biens;
- b) conclure des contrats;
- c) contracter des emprunts;
- d) dépenser ou placer des fonds;
- e) ester en justice.

(3) Le conseil exerce les pouvoirs de gestion relatifs aux terres de la première nation et peut déléguer, en conformité avec le code foncier, l'une ou l'autre de ses attributions à ce titre à la personne ou à l'organe qu'il désigne. Dans tous les cas, ces pouvoirs ne peuvent être exercés qu'à l'usage et au profit de la première nation.

Exercice du pouvoir

(4) Tout organe mis sur pied en vue de la gestion des terres de la première nation est une entité juridique dotée de la capacité d'une personne physique.

Organe de gestion

1999, ch. 24, art. 18; 2007, ch. 17, art. 7; 2012, ch. 19, art. 652(A).

19. Les fonds perçus, reçus ou détenus par Sa Majesté à l'usage et au profit de la première nation ou de ses membres, et versés au compte de revenu de celle-ci, cessent, à la date d'entrée en vigueur du code foncier, d'être de l'argent des Indiens et sont transférés à la première nation.

Transfert de fonds

1999, ch. 24, art. 19; 2012, ch. 19, art. 652(A).

FIRST NATION LAWS

Power to enact laws

20. (1) The council of a First Nation has, in accordance with its land code, the power to enact laws respecting

- (a) interests or rights in and licences in relation to First Nation land;
- (b) the development, conservation, protection, management, use and possession of First Nation land; and
- (c) any matter arising out of or ancillary to the exercise of that power.

Particular powers

(2) Without restricting the generality of subsection (1), First Nation laws may include laws respecting

- (a) the regulation, control or prohibition of land use and development including zoning and subdivision control;

TEXTES LÉGISLATIFS

20. (1) Le conseil de la première nation peut, en conformité avec le code foncier, prendre des textes législatifs en ce qui touche :

- a) les droits ou intérêts et les permis relatifs aux terres de la première nation;
- b) la mise en valeur, la conservation, la protection, la gestion, l'utilisation et la possession de celles-ci;
- c) toute question qui découle de l'exercice de ces pouvoirs ou qui y est accessoire.

Pouvoir législatif

(2) Sans que soit limitée la portée générale de ce qui précède, les textes législatifs peuvent :

- a) prévoir le zonage ou le lotissement des terres de la première nation ou autrement en régir ou en interdire l'exploitation ou l'utilisation;

Exemples

	<p>(b) subject to section 5, the creation, acquisition and granting of interests or rights in and licences in relation to First Nation land and prohibitions in relation thereto;</p> <p>(c) environmental assessment and environmental protection;</p> <p>(d) the provision of local services in relation to First Nation land and the imposition of equitable user charges for those services; and</p> <p>(e) the provision of services for the resolution of disputes in relation to First Nation land.</p>	<p>b) sous réserve de l'article 5, régir la création, l'acquisition et l'attribution de droits ou intérêts ou de permis relatifs à ces terres et prévoir des interdictions à ce sujet;</p> <p>c) régir la protection de l'environnement et l'évaluation environnementale;</p> <p>d) régir la prestation de services locaux relativement à ces terres et la fixation de droits équitables à cet égard;</p> <p>e) prévoir la fourniture de services de règlement des différends relatifs aux terres.</p>	
Enforcement measures	<p>(3) A First Nation law may provide for enforcement measures, consistent with federal laws, such as the power to inspect, search and seize and to order compulsory sampling, testing and the production of information.</p>	<p>(3) Ces textes législatifs peuvent aussi prévoir, en matière de contrôle d'application, des mesures compatibles avec les règles de droit fédérales, notamment en matière de visite, de perquisition, de saisie, de prise d'échantillons, d'examen et de communication de renseignements.</p>	Contrôle d'application
Inconsistency	<p>(4) In the event of any inconsistency or conflict between the land code of a First Nation and the provisions of a First Nation law or of a by-law made by its council under section 81 of the <i>Indian Act</i>, the land code prevails to the extent of the inconsistency or conflict.</p> <p>1999, c. 24, s. 20; 2007, c. 17, s. 8; 2012, c. 19, s. 652(E).</p>	<p>(4) Le code foncier l'emporte sur les dispositions incompatibles des textes législatifs de la première nation ou des règlements administratifs pris par son conseil en vertu de l'article 81 de la <i>Loi sur les Indiens</i>.</p> <p>1999, ch. 24, art. 20; 2007, ch. 17, art. 8; 2012, ch. 19, art. 652(A).</p>	Incompatibilité
Environmental protection regime	<p>21. (1) After the coming into force of a land code, a First Nation shall, to the extent provided in the Framework Agreement, develop and implement through First Nation laws an environmental protection regime. The regime must be developed in accordance with the terms and conditions set out in the Framework Agreement.</p>	<p>21. (1) Après l'entrée en vigueur du code foncier, la première nation est tenue, dans la mesure prévue par l'accord-cadre, d'élaborer un régime de protection environnementale et de prendre des textes législatifs pour le mettre en œuvre. Elle élabore ce régime conformément aux conditions et modalités prévues dans l'accord-cadre.</p>	Régime de protection environnementale
Minimum standards	<p>(2) The standards of environmental protection established by First Nation laws and the punishments imposed for failure to meet those standards must be at least equivalent in their effect to any standards established and punishments imposed by the laws of the province in which the First Nation land is situated.</p>	<p>(2) Les normes de protection environnementale fixées par les textes législatifs, ainsi que les peines afférentes, doivent être au moins aussi rigoureuses, quant à leurs effets, que celles prévues par les règles de droit de la province où sont situées les terres de la première nation.</p>	Normes minimales
Environmental assessment regime	<p>(3) First Nation laws respecting environmental assessment must, to the extent provided in the Framework Agreement, establish, in accordance with that Agreement, an environmental assessment regime that is applicable to all projects carried out on First Nation land that</p>	<p>(3) Les textes législatifs doivent, dans la mesure prévue par l'accord-cadre, établir, en conformité avec celui-ci, un régime d'évaluation environnementale applicable aux projets d'exploitation devant être réalisés sur les terres de la première nation et dont celle-ci est le promoteur ou le commanditaire ou qui nécessitent</p>	Régime d'évaluation environnementale

	are approved, regulated, funded or undertaken by the First Nation. 1999, c. 24, s. 21; 2012, c. 19, s. 635.	son approbation ou sont assujettis à son pouvoir de réglementation. 1999, ch. 24, art. 21; 2012, ch. 19, art. 635.	
Offences and punishment	22. (1) A First Nation law may create offences punishable on summary conviction and provide for the imposition of fines, imprisonment, restitution, community service and any other means for achieving compliance.	22. (1) Les textes législatifs peuvent créer des infractions punissables par procédure sommaire et prévoir les peines correspondantes : amende, emprisonnement, restitution, travaux d'intérêt collectif ou toute autre peine de nature à assurer leur observation.	Infractions et peines
Incorporation by reference	(2) A First Nation law may adopt or incorporate by reference the summary conviction procedures of Part XXVII of the <i>Criminal Code</i> , as amended from time to time.	(2) Ils peuvent reproduire ou incorporer par renvoi — même avec ses modifications successives — la procédure sommaire prévue par la partie XXVII du <i>Code criminel</i> .	Incorporation par renvoi
Prosecution	(3) A First Nation may, in relation to prosecutions of contraventions of First Nation laws, (a) retain its own prosecutors; (b) enter into an agreement with Her Majesty and a provincial government for the use of provincial prosecutors; or (c) enter into an agreement with Her Majesty for the use of agents engaged by Her Majesty. 1999, c. 24, s. 22; 2012, c. 19, s. 652(E).	(3) La première nation peut, en ce qui touche la poursuite des infractions créées par texte législatif : a) engager ses propres procureurs; b) conclure avec Sa Majesté et le gouvernement d'une province un accord prévoyant le recours aux procureurs provinciaux; c) conclure avec Sa Majesté un accord prévoyant le recours aux mandataires de celle-ci. 1999, ch. 24, art. 22; 2012, ch. 19, art. 652(A).	Modalités de poursuite
Evidence	23. In any proceedings, a copy of a First Nation law appearing to be certified as a true copy by an officer of the First Nation is, without proof of the officer's signature or official character, evidence of its enactment on the date specified in the law. 1999, c. 24, s. 23; 2012, c. 19, s. 652(E).	23. La copie d'un texte législatif paraissant certifiée conforme par un fonctionnaire de la première nation fait foi, dans le cadre de toute procédure, de la date de prise qui y est inscrite sans qu'il soit nécessaire de prouver l'authenticité de la signature ou la qualité officielle du signataire. 1999, ch. 24, art. 23; 2012, ch. 19, art. 652(A).	Preuve
Appointment of justices of the peace	24. (1) A First Nation or, if Her Majesty and the First Nation have entered into an agreement for that purpose in accordance with the Framework Agreement, the Governor in Council, may appoint justices of the peace to ensure the enforcement of First Nation laws including the adjudication of offences for contraventions of First Nation laws.	24. (1) Afin d'assurer l'application de ses textes législatifs, la première nation ou, après la conclusion d'un accord à cet effet entre celle-ci et Sa Majesté conformément à l'accord-cadre, le gouverneur en conseil peut nommer des juges de paix notamment chargés de juger les infractions créées par ces textes.	Nomination des juges de paix
Judicial independence	(2) A justice of the peace appointed for a First Nation shall have tenure and remuneration, and be subject to conditions of removal, that reflect the independence of the office of justice of the peace in the province in which the First Nation land is situated.	(2) Il est tenu compte, comme c'est le cas pour ceux de la province où sont situées les terres de la première nation, de l'indépendance dont jouissent ces juges de paix, dans l'exercice de leurs fonctions, pour la fixation de leur mandat, de leur rémunération et des conditions de leur révocation.	Indépendance judiciaire

Powers	(3) Justices of the peace have all the powers necessary for the performance of their duties and functions.	(3) Ces juges de paix ont tous les pouvoirs nécessaires à l'exercice de leurs attributions.	Pouvoirs
Appeals	(4) An appeal lies from a decision of a justice of the peace in the manner in which an appeal lies in summary conviction proceedings under Part XXVII of the <i>Criminal Code</i> and the provisions of that Part relating to appeals apply to appeals under this section.	(4) Il peut être interjeté appel de leurs décisions en conformité avec les dispositions applicables aux poursuites en déclaration de culpabilité par procédure sommaire prévues par la partie XXVII du <i>Code criminel</i> .	Appel
Courts of a province	(5) If no justices of the peace are appointed for a First Nation, its First Nation laws shall be enforced through a court of competent jurisdiction of the province in which its First Nation land is situated. 1999, c. 24, s. 24; 2012, c. 19, s. 652(E).	(5) À défaut de nomination de juges de paix, c'est le tribunal compétent de la province où les terres de la première nation sont situées qui est chargé de veiller à l'application des textes législatifs. 1999, ch. 24, art. 24; 2012, ch. 19, art. 652(A).	Tribunal compétent
FIRST NATION LAND REGISTER		REGISTRE DES TERRES DES PREMIÈRES NATIONS	
Establishment	25. (1) The Minister shall establish a register to be known as the First Nation Land Register.	25. (1) Le ministre établit le Registre des terres des premières nations.	Établissement
Administration of Register	(2) The First Nation Land Register is to be administered, subject to this section, in the same manner as the Reserve Land Register established under the <i>Indian Act</i> .	(2) Le registre est tenu, sous réserve des autres dispositions du présent article, selon les mêmes modalités que le Registre des terres de réserve établi sous le régime de la <i>Loi sur les Indiens</i> .	Tenue
Regulations	(3) The Governor in Council may, on the recommendation of the Minister and in accordance with the Framework Agreement, make regulations respecting the administration of the First Nation Land Register, the registration of interests or rights in it and the recording of any other matter, including but not limited to regulations respecting <i>(a)</i> the effects of registering interests or rights, including priorities; <i>(b)</i> the payment of fees for the registration of interests or rights and for any other service in relation to the Register; <i>(c)</i> the appointment, remuneration, powers, functions and duties of officers and employees who administer the Register; and <i>(d)</i> the keeping, by officers and employees, of documents that are not registrable. 1999, c. 24, s. 25; 2007, c. 17, s. 9; 2012, c. 19, s. 652(E).	(3) Le gouverneur en conseil peut, sur recommandation du ministre et en conformité avec l'accord-cadre, prendre des règlements concernant la tenue du registre, l'enregistrement des droits ou intérêts dans celui-ci ainsi que toute autre forme d'inscription pouvant y être faite. Ces règlements peuvent régir, entre autres : <i>a)</i> les effets de l'enregistrement, notamment sur le rang des droits ou intérêts entre eux; <i>b)</i> les droits exigibles pour tout enregistrement dans ce registre ou tout autre service offert relativement à celui-ci; <i>c)</i> la nomination, la rémunération et les attributions des fonctionnaires nécessaires à la tenue du registre; <i>d)</i> la conservation par ceux-ci des documents non susceptibles d'enregistrement. 1999, ch. 24, art. 25; 2007, ch. 17, art. 9; 2012, ch. 19, art. 652(A).	Règlements

	LIMITATIONS ON ALIENATION OF FIRST NATION LAND	RESTRICTIONS EN MATIÈRE D'ALIÉNATION	
Alienation of land	26. (1) First Nation land may not be alienated except where it is exchanged for other land in accordance with the Framework Agreement and this Act.	26. (1) Les terres de la première nation ne sont pas susceptibles d'aliénation, si ce n'est dans le cadre d'un échange effectué en conformité avec l'accord-cadre et la présente loi.	Inaliénabilité
Expropriation	(2) Interests or rights in First Nation land may not be expropriated except by Her Majesty or a First Nation in accordance with the Framework Agreement and this Act. 1999, c. 24, s. 26; 2007, c. 17, s. 10; 2012, c. 19, s. 652(E).	(2) Par ailleurs, seuls Sa Majesté et la première nation peuvent procéder à l'expropriation de droits ou intérêts sur ces terres, et ce en conformité avec l'accord-cadre et la présente loi. 1999, ch. 24, art. 26; 2007, ch. 17, art. 10; 2012, ch. 19, art. 652(A).	Expropriation
Restrictions on exchange	27. (1) A First Nation may exchange First Nation land only if (a) compensation for the First Nation land includes land that Her Majesty has agreed will be set apart as a reserve and that is to become First Nation land; and (b) the Minister has approved the form of the exchange.	27. (1) L'échange visant des terres de la première nation n'est valide que si la contrepartie consiste dans des terres destinées à acquérir cette qualité et si, d'une part, Sa Majesté accepte que celles-ci soient mises de côté à titre de réserve et, d'autre part, le ministre agréé les modalités de forme de l'opération.	Échange
Additional compensation	(2) In addition to land referred to in subsection (1), other compensation may be provided including land that will not become First Nation land.	(2) L'acte d'échange peut aussi prévoir une contrepartie supplémentaire, notamment des terres qui ne sont pas destinées à devenir des terres de la première nation.	Contrepartie supplémentaire
Terms and conditions	(3) An exchange of First Nation land may be made subject to other terms and conditions.	(3) L'échange peut en outre être assujéti à des conditions particulières.	Conditions
Community approval	(4) The exchange of First Nation land must be approved by First Nation members in accordance with the land code of the First Nation and must be completed in accordance with the Framework Agreement. 1999, c. 24, s. 27; 2012, c. 19, s. 652(E).	(4) Il doit être approuvé par les membres de la première nation selon les modalités prévues par le code foncier, puis réalisé conformément à l'accord-cadre. 1999, ch. 24, art. 27; 2012, ch. 19, art. 652(A).	Consultation populaire
Expropriation by a First Nation	28. (1) A First Nation may, in accordance with the general rules and procedures contained in its land code, expropriate any interest or right in its First Nation land that, in the opinion of its council, is necessary for community works or other First Nation community purposes.	28. (1) La première nation peut, en conformité avec les règles prévues par le code foncier, procéder à l'expropriation des droits ou intérêts sur ses terres dont elle a besoin, de l'avis de son conseil, à des fins d'intérêt collectif, notamment la réalisation d'ouvrages devant servir à la collectivité.	Expropriation par la première nation
Exception	(2) An interest or right in First Nation land obtained under section 35 of the <i>Indian Act</i> or held by Her Majesty is not subject to expropriation by a First Nation.	(2) Ne sont toutefois pas susceptibles d'expropriation par la première nation les droits ou intérêts obtenus sous le régime de l'article 35 de la <i>Loi sur les Indiens</i> ou détenus par Sa Majesté.	Exception
Effective date	(3) An expropriation takes effect from the day on which a notice of expropriation is registered in the First Nation Land Register or the	(3) L'expropriation prend effet soit à la date de l'enregistrement d'un avis d'expropriation dans le Registre des terres des premières na-	Prise d'effet

	thirtieth day after the day on which the notice is served on the person whose interest or right is expropriated, whichever is the earlier.	tions, soit, s'il est antérieur à cette date, le trentième jour suivant la signification d'une copie de cet avis à l'exproprié.	
Effect of expropriation	(4) An expropriated interest becomes the property of the First Nation free of any previous claim or encumbrance. In Quebec, a First Nation becomes the holder of an expropriated right free of any previous right, charge or claim.	(4) Les intérêts expropriés deviennent la propriété de la première nation, libres de toute réclamation et de tout grèvement antérieurs. Au Québec, la première nation devient titulaire des droits expropriés, libres de tout droit, charge ou réclamation antérieurs.	Effet
Compensation	(5) A First Nation shall pay fair compensation to the holder of an expropriated interest or right and, in determining that compensation, the First Nation shall apply the rules set out in the <i>Expropriation Act</i> , with such modifications as the circumstances require.	(5) La première nation est tenue de verser au titulaire de tout droit ou intérêt exproprié une indemnité équitable et d'appliquer, dans le calcul de celle-ci, les règles prévues par la <i>Loi sur l'expropriation</i> , compte tenu des adaptations nécessaires.	Indemnisation
Resolution of disputes	(6) Any dispute concerning compensation shall be determined according to the system for the resolution of such disputes established by a First Nation in accordance with the Framework Agreement. 1999, c. 24, s. 28; 2007, c. 17, s. 11; 2012, c. 19, s. 652(E).	(6) Les différends relatifs à l'indemnisation sont réglés selon le système mis sur pied à cette fin par la première nation en conformité avec l'accord-cadre. 1999, ch. 24, art. 28; 2007, ch. 17, art. 11; 2012, ch. 19, art. 652(A).	Règlement des différends
Expropriation by Her Majesty	29. (1) An interest or right in First Nation land may be expropriated by Her Majesty for the use of a federal department or agency and with the consent and by order of the Governor in Council.	29. (1) L'expropriation de droits ou intérêts sur les terres de la première nation par Sa Majesté n'est valide que si elle est agréée par décret et effectuée pour le bénéfice d'un ministère ou organisme du gouvernement fédéral — ci-après appelé «l'expropriant».	Expropriation par Sa Majesté
Consent of Governor in Council	(2) The Governor in Council may consent to an expropriation only if it is justifiable and necessary for a federal public purpose that serves the national interest.	(2) Le gouverneur en conseil ne donne son agrément que si l'expropriation est justifiable et nécessaire à des fins poursuivies dans l'intérêt public national.	Justification
Matters to be considered	(3) The Governor in Council may consent to an expropriation only if the Governor in Council is satisfied that, in addition to any other legal requirements that may apply, the following requirements have been met: (a) there is no other reasonably feasible alternative to the expropriation, such as the use of land that is not First Nation land; (b) reasonable efforts have been made to acquire the interest or right through agreement with the First Nation; (c) the most limited interest or right necessary is expropriated for the shortest time possible; and (d) information relevant to the expropriation is provided to the First Nation.	(3) Le gouverneur en conseil ne donne son agrément à l'expropriation que s'il est convaincu que, outre celles prescrites par toute autre règle de droit, les conditions suivantes sont remplies : a) il n'existe aucune solution de rechange réalisable dans les circonstances, telle l'utilisation de terres autres que celles de la première nation; b) des efforts valables ont été déployés en vue de procéder à l'acquisition des droits ou intérêts par convention avec la première nation; c) l'expropriation projetée a été restreinte, en ce qui touche l'étendue des droits ou intérêts et la période pour laquelle ils sont expropriés, au strict nécessaire;	Conditions

		d) les renseignements pertinents ont été communiqués à la première nation.	
Report to be made public	(4) Before the Governor in Council consents to the expropriation, the department or agency referred to in subsection (1) shall provide to the First Nation, and make available to the public, a report stating the justifications for the expropriation and describing the steps taken to satisfy the requirements of subsection (3).	(4) L'expropriant est tenu d'adresser à la première nation et de publier, avant que le gouverneur en conseil donne son agrément, un rapport qui énonce, d'une part, les motifs justifiant l'expropriation et, d'autre part, les mesures prises pour l'application du paragraphe (3).	Rapport public
Disputes	(5) If a First Nation objects to a proposed expropriation, it may, within sixty days after the report has been made public, refer the matter to a neutral evaluator in accordance with the Framework Agreement.	(5) La première nation peut, dans les soixante jours suivant la publication du rapport, s'opposer à l'expropriation et renvoyer l'affaire à un conciliateur en conformité avec l'accord-cadre.	Différend
Time of consent	(6) The Governor in Council may not consent to the expropriation before the expiration of the period referred to in subsection (5) or, if the First Nation has referred the matter to a neutral evaluator, before the neutral evaluator has reported on the matter. 1999, c. 24, s. 29; 2007, c. 17, s. 12; 2012, c. 19, s. 652(E).	(6) Le gouverneur en conseil ne peut donner son agrément avant l'expiration du délai prévu au paragraphe (5) ou, en cas de renvoi à un conciliateur, avant que celui-ci ait remis son rapport. 1999, ch. 24, art. 29; 2007, ch. 17, art. 12; 2012, ch. 19, art. 652(A).	Délai
Partial expropriation	30. If less than the full interest of a First Nation, or less than the entire right of a First Nation, in First Nation land is expropriated by Her Majesty, (a) the land in which an interest or right is expropriated continues to be First Nation land and subject to the provisions of the land code and First Nation laws that are not inconsistent with the expropriation; and (b) the First Nation continues to have the right to use and occupy that land except to the extent that the use and occupation is inconsistent with the expropriation. 1999, c. 24, s. 30; 2007, c. 17, s. 13; 2012, c. 19, s. 652(E).	30. Dans les cas où l'expropriation par Sa Majesté ne vise pas l'intégralité du droit ou de l'intérêt de la première nation sur les terres en question : a) celles-ci demeurent des terres de la première nation assujetties aux dispositions de son code foncier et de ses textes législatifs qui sont compatibles avec les conditions de l'expropriation; b) la première nation a le droit de continuer de les occuper et de les utiliser pour autant qu'elle ne contrevenne pas aux conditions de l'expropriation. 1999, ch. 24, art. 30; 2007, ch. 17, art. 13; 2012, ch. 19, art. 652(A).	Expropriation partielle
Compensation	31. (1) Where an interest or right in First Nation land is expropriated by Her Majesty, compensation shall be provided to the First Nation consisting of (a) land that, when accepted by that First Nation, will become First Nation land; and (b) any additional compensation required to achieve the total compensation determined under subsection (3).	31. (1) La première nation a droit, en cas d'expropriation de droits ou intérêts sur ses terres par Sa Majesté, à une indemnité composée, d'une part, de terres qui sont destinées à devenir, une fois acceptées par la première nation, des terres de celle-ci et, d'autre part, de toute autre forme d'indemnité nécessaire pour parvenir au total calculé en conformité avec le paragraphe (3).	Indemnité
Land of a lesser area	(2) Land provided to a First Nation as compensation may be of an area that is less than the area of the land in which an interest or right has	(2) Les terres de remplacement ne peuvent être d'une superficie moindre que celle des terres visées par l'expropriation que si la super-	Terres de remplacement

been expropriated if the total area of the land comprised in a reserve of the First Nation is not less following the expropriation than at the coming into force of its land code.

Determination of compensation

(3) The total compensation shall be determined taking into account the following factors:

(a) the market value of the expropriated interest or right or of the land in which an interest or right has been expropriated;

(b) the replacement value of any improvement to the land;

(c) any expenses or losses resulting from a disturbance attributable to the expropriation;

(d) any reduction in the value of any interest or right in First Nation land that is not expropriated;

(e) any adverse effect on any cultural or other special value of the land to the First Nation; and

(f) the value of any special economic advantage arising out of or incidental to the occupation or use of the land to the extent that that value is not otherwise compensated.

Interest

(4) Interest is payable on compensation from the effective date of an expropriation at the pre-judgment interest rate that is paid in civil proceedings in the superior court of the province in which the land is situated.

Dispute

(5) If an agreement on compensation cannot be reached, the First Nation or the expropriating department or agency may refer the matter to an arbitrator in accordance with the Framework Agreement.

Limit

(6) Any claim or encumbrance in respect of an interest expropriated by Her Majesty may only be made or discharged against the compensation paid under this section. In Quebec, any right, charge or claim in respect of a right expropriated by Her Majesty may only be made or discharged against the compensation paid under this section.

1999, c. 24, s. 31; 2007, c. 17, s. 14; 2012, c. 19, s. 652(E).

ficie totale des terres qui composent la réserve de la première nation, calculée au terme de l'expropriation, est au moins égale à celle calculée au moment de l'adoption du code foncier.

(3) L'indemnité totale est calculée compte tenu des éléments suivants :

a) la valeur marchande des droits ou intérêts expropriés ou des terres visées par l'expropriation;

b) la valeur de remplacement de toute amélioration apportée à ces terres;

c) les pertes et les dépenses attribuables aux troubles de jouissance découlant de l'expropriation;

d) la diminution de valeur des droits ou intérêts non expropriés sur les terres de la première nation;

e) les répercussions nuisibles de l'expropriation sur la valeur culturelle ou toute autre valeur particulière, pour la première nation, de ces terres;

f) la valeur de tout avantage économique particulier lié à l'occupation ou à l'utilisation des terres, dans la mesure où cette valeur n'est pas par ailleurs visée par l'indemnité.

Calcul de l'indemnité

(4) L'indemnité porte intérêt, à compter de la date de prise d'effet de l'expropriation, au taux avant jugement applicable dans le cadre des affaires civiles dont est saisie la juridiction supérieure de la province où se trouvent les terres visées par l'expropriation.

Intérêt

(5) La première nation ou l'expropriant peut, en conformité avec l'accord-cadre, saisir un arbitre de tout différend relatif à l'indemnité.

Différend

(6) Le recouvrement de toute réclamation ou la réalisation de tout grèvement, relativement aux intérêts expropriés par Sa Majesté, ne peuvent être poursuivis que jusqu'à concurrence de l'indemnité versée au titre du présent article. Au Québec, le recouvrement de tout droit, charge ou réclamation relativement aux droits expropriés par Sa Majesté ne peut être poursuivi que jusqu'à concurrence de l'indemnité versée au titre du présent article.

Limite

1999, ch. 24, art. 31; 2007, ch. 17, art. 14; 2012, ch. 19, art. 652(A).

Restitution	<p>32. (1) An interest or right in First Nation land expropriated by Her Majesty that is no longer required for the purpose for which it was expropriated shall revert to the First Nation and, if the full interest or the entire right of the First Nation was expropriated, it shall be returned to the First Nation in accordance with terms and conditions negotiated by the First Nation and the expropriating department or agency.</p>	<p>32. (1) Les droits ou intérêts expropriés par Sa Majesté qui ne sont plus nécessaires aux fins ayant donné lieu à l'expropriation sont restitués à la première nation. Dans le cas d'expropriation portant sur l'intégralité du droit ou de l'intérêt de la première nation sur les terres en question, la restitution est effectuée selon les modalités fixées par celle-ci et l'expropriant.</p>	Restitution
Improvements	<p>(2) When an interest or right reverts or is returned to a First Nation, the minister responsible for the expropriating department or agency shall determine the disposition of any improvements made to the land.</p>	<p>(2) Le ministre responsable de l'expropriant décide, en cas de restitution des droits ou intérêts expropriés, du sort des améliorations apportées aux terres en question.</p>	Sort des améliorations
Dispute	<p>(3) If the First Nation and the expropriating department or agency cannot agree on the terms and conditions of the return of the full interest or of the entire right, the First Nation or the department or agency may, in accordance with the Framework Agreement, refer the matter to an arbitrator.</p> <p>1999, c. 24, s. 32; 2007, c. 17, s. 15; 2012, c. 19, s. 652(E).</p>	<p>(3) En cas de différend relatif aux modalités visées au paragraphe (1), la première nation ou l'expropriant peut renvoyer l'affaire à un arbitre en conformité avec l'accord-cadre.</p> <p>1999, ch. 24, art. 32; 2007, ch. 17, art. 15; 2012, ch. 19, art. 652(A).</p>	Différend
<i>Expropriation Act</i>	<p>33. Without limiting the generality of section 37, in the event of any inconsistency or conflict between this Act and the <i>Expropriation Act</i> in relation to the expropriation of interests or rights in First Nation land by Her Majesty, this Act prevails to the extent of the inconsistency or conflict.</p> <p>1999, c. 24, s. 33; 2007, c. 17, s. 16; 2012, c. 19, s. 652(E).</p>	<p>33. Les dispositions de la présente loi l'emportent, en ce qui touche l'expropriation de droits ou intérêts sur les terres de la première nation par Sa Majesté, sur les dispositions incompatibles de la <i>Loi sur l'expropriation</i>.</p> <p>1999, ch. 24, art. 33; 2007, ch. 17, art. 16; 2012, ch. 19, art. 652(A).</p>	<i>Loi sur l'expropriation</i>
LIABILITY		RESPONSABILITÉ	
First Nation not liable	<p>34. (1) A First Nation is not liable in respect of anything done or omitted to be done before the coming into force of its land code by Her Majesty or any person or body authorized by Her Majesty to act in relation to First Nation land.</p>	<p>34. (1) La première nation ne peut être tenue pour responsable des faits — actes ou omissions — commis à l'égard de ses terres, avant l'entrée en vigueur du code foncier, par Sa Majesté ou son délégué en la matière.</p>	Décharge : première nation
Indemnification of First Nation	<p>(2) Her Majesty shall indemnify a First Nation for any loss suffered by the First Nation as a result of an act or omission described in subsection (1).</p>	<p>(2) Sa Majesté est tenue d'indemniser la première nation des pertes attribuables à de tels faits.</p>	Indemnisation
Her Majesty not liable	<p>(3) Her Majesty is not liable in respect of anything done or omitted to be done after the coming into force of the land code of a First Nation by the First Nation or any person or body authorized by the First Nation to act in relation to First Nation land.</p>	<p>(3) Sa Majesté ne peut être tenue pour responsable des faits — actes ou omissions — commis à l'égard des terres de la première nation, après l'entrée en vigueur du code foncier, par cette dernière ou son délégué en la matière.</p>	Décharge : Sa Majesté

Indemnification of Her Majesty	<p>(4) The First Nation shall indemnify Her Majesty for any loss suffered by Her Majesty as a result of an act or omission described in subsection (3).</p> <p>1999, c. 24, s. 34; 2012, c. 19, s. 652(E).</p>	<p>(4) La première nation est tenue d'indemniser Sa Majesté des pertes attribuables à de tels faits.</p> <p>1999, ch. 24, art. 34; 2012, ch. 19, art. 652(A).</p>	Indemnisation
IMMUNITY AND JUDICIAL REVIEW		IMMUNITÉ ET CONTRÔLE JUDICIAIRE	
Immunity	<p>35. No criminal or civil proceedings lie against an arbitrator, mediator, neutral evaluator or verifier appointed under the Framework Agreement or this Act or any member of a board established by section 38 of the Framework Agreement who is, in good faith, exercising a power or performing a duty or function in accordance with the Framework Agreement or this Act for anything done or omitted to be done during the course of the exercise or purported exercise of any power or the performance or purported performance of any duty or function of that person in accordance with the Framework Agreement or this Act.</p>	<p>35. Les vérificateurs, arbitres, conciliateurs ou médiateurs nommés sous le régime de l'accord-cadre ou de la présente loi, ainsi que les membres de tout organe constitué sous le régime de l'article 38 de l'accord-cadre bénéficient de l'immunité en matière civile ou pénale pour les faits — actes ou omissions — accomplis de bonne foi dans l'exercice effectif ou censé tel des pouvoirs et fonctions qui leur sont conférés sous le régime de l'accord-cadre ou de la présente loi.</p>	Immunité
Determinations final	<p>36. (1) Every determination under this Act or the Framework Agreement by a verifier or arbitrator is final, and no order shall be made, process entered or proceedings taken in any court, whether by way of injunction, <i>certiorari</i>, prohibition, <i>mandamus</i>, <i>quo warranto</i> or otherwise, to question, review or prohibit such a determination.</p>	<p>36. (1) Les décisions prises par l'arbitre et le vérificateur sous le régime de l'accord-cadre ou de la présente loi sont définitives: elles ne peuvent être contestées, révisées ou limitées ou faire l'objet d'un recours judiciaire, et il ne peut y être fait obstacle, notamment par voie d'injonction, de <i>certiorari</i>, de <i>mandamus</i>, de prohibition ou de <i>quo warranto</i>.</p>	Interdiction des recours extraordinaires : décisions
Actions final	<p>(2) No order shall be made, process entered or proceedings taken in any court, whether by way of injunction, <i>certiorari</i>, prohibition, <i>mandamus</i>, <i>quo warranto</i> or otherwise, to question, review or prohibit any other action under this Act or the Framework Agreement by a verifier or arbitrator or any action under the Framework Agreement by a neutral evaluator.</p>	<p>(2) De plus, il n'est admis aucun recours ou décision judiciaire — notamment par voie d'injonction, de <i>certiorari</i>, de <i>mandamus</i>, de prohibition ou de <i>quo warranto</i> — visant à contester, réviser ou limiter soit toute autre action de l'arbitre et du vérificateur sous le régime de ces textes, soit l'action du conciliateur sous le régime de l'accord-cadre, ou à y faire obstacle.</p>	Autres mesures
Review by Federal Court	<p>(3) Notwithstanding subsections (1) and (2), the Attorney General of Canada or anyone directly affected by the matter in respect of which relief is sought may make an application under the <i>Federal Courts Act</i> on any of the grounds referred to in paragraph 18.1(4)(a) or (b) of that Act for any relief against a verifier, arbitrator or neutral evaluator by way of an injunction or declaration or by way of an order in the nature of <i>certiorari</i>, prohibition, <i>mandamus</i> or <i>quo warranto</i>.</p> <p>1999, c. 24, s. 36; 2002, c. 8, s. 182.</p>	<p>(3) Malgré ce qui est prévu aux paragraphes (1) et (2), le procureur général du Canada ou quiconque est directement touché par l'affaire peut présenter à la Cour fédérale une demande de contrôle judiciaire, pour l'un des motifs prévus aux alinéas 18.1(4)a) ou b) de la <i>Loi sur les Cours fédérales</i>, afin d'obtenir, contre l'arbitre, le vérificateur ou le conciliateur, toute réparation par voie d'injonction, de jugement déclaratoire, de bref — <i>certiorari</i>, <i>mandamus</i>, <i>quo warranto</i> ou prohibition — ou d'ordonnance de même nature.</p> <p>1999, ch. 24, art. 36; 2002, ch. 8, art. 182.</p>	Contrôle judiciaire

OTHER ACTS

CADRE LÉGISLATIF

Other Acts	<p>37. In the event of any inconsistency or conflict between this Act and any other federal law, this Act prevails to the extent of the inconsistency or conflict.</p>	<p>37. Outre ce qui est prévu à l'article 33, les dispositions de la présente loi l'emportent sur les dispositions incompatibles de toute autre règle de droit fédérale.</p>	Lois fédérales
<i>Indian Act</i>	<p>38. (1) On the coming into force of the land code of a First Nation, the following cease to apply to the First Nation, First Nation members and First Nation land:</p> <p>(a) sections 18 to 20, 22 to 28, 30 to 35, 37 to 41 and 49, subsection 50(4) and sections 53 to 60, 66, 69, 71 and 93 of the <i>Indian Act</i>;</p> <p>(b) any regulations made under section 57 of that Act; and</p> <p>(c) to the extent of any inconsistency or conflict with the Framework Agreement, the land code or First Nation laws, any regulations made under sections 42 and 73 of that Act.</p>	<p>38. (1) Les dispositions et textes ci-après cessent, à l'entrée en vigueur du code foncier, de s'appliquer à la première nation, à ses membres ou à ses terres, selon le cas :</p> <p>a) les articles 18 à 20, 22 à 28, 30 à 35, 37 à 41 et 49, le paragraphe 50(4) et les articles 53 à 60, 66, 69, 71 et 93 de la <i>Loi sur les Indiens</i>;</p> <p>b) les règlements d'application de l'article 57 de cette loi;</p> <p>c) les règlements d'application des articles 42 et 73 de cette loi, dans la mesure où ils sont incompatibles avec l'accord-cadre, le code foncier de la première nation ou ses textes législatifs.</p>	<i>Loi sur les Indiens</i>
Leasehold interests or leases	<p>(2) Subsection 89(1.1) of the <i>Indian Act</i> continues to apply to leasehold interests or leases in any First Nation land that was designated land on the coming into force of a First Nation's land code.</p>	<p>(2) Le paragraphe 89(1.1) de la <i>Loi sur les Indiens</i> continue de s'appliquer en ce qui touche les baux ou intérêts à bail relatifs aux terres de la première nation qui, à l'entrée en vigueur du code foncier, constituent des terres désignées.</p>	Baux
Application	<p>(3) A land code may extend the application of subsection 89(1.1) of the <i>Indian Act</i>, or any portion of it, to other leasehold interests or leases in First Nation land.</p> <p>1999, c. 24, s. 38; 2007, c. 17, s. 17; 2012, c. 19, s. 652(E).</p>	<p>(3) Le code foncier peut par ailleurs étendre l'application du paragraphe 89(1.1) de cette loi — même en partie seulement — à tout autre bail ou intérêt à bail relatif aux terres de la première nation.</p> <p>1999, ch. 24, art. 38; 2007, ch. 17, art. 17; 2012, ch. 19, art. 652(A).</p>	Application étendue
<i>Indian Oil and Gas Act</i>	<p>39. (1) The <i>Indian Oil and Gas Act</i></p> <p>(a) continues to apply in respect of any First Nation land that was subject to that Act on the coming into force of the land code of a First Nation; and</p> <p>(b) applies in respect of an interest or right in First Nation land that is granted to Her Majesty for the exploitation of oil and gas pursuant to a land code.</p>	<p>39. (1) La <i>Loi sur le pétrole et le gaz des terres indiennes</i> continue de s'appliquer en ce qui touche les terres de la première nation qui y sont assujetties à la date d'entrée en vigueur du code foncier de cette dernière. Elle s'applique aussi en ce qui touche les droits ou intérêts sur les terres de la première nation accordés à Sa Majesté, après cette date, pour l'exploitation du pétrole et du gaz.</p>	<i>Loi sur le pétrole et le gaz des terres indiennes</i>
Royalties	<p>(2) For greater certainty, the provisions of the <i>Indian Oil and Gas Act</i> respecting the payment of royalties to Her Majesty in trust for a First Nation apply, notwithstanding any other</p>	<p>(2) Sans que soit limitée la portée générale de ce qui précède, les dispositions de cette loi prévoyant le paiement de redevances à Sa Majesté en fiducie pour les premières nations s'ap-</p>	Redevances

	provision of this Act, in respect of First Nation land referred to in subsection (1). 1999, c. 24, s. 39; 2007, c. 17, s. 18; 2012, c. 19, s. 652(E).	pliquent malgré toute autre disposition de la présente loi. 1999, ch. 24, art. 39; 2007, ch. 17, art. 18; 2012, ch. 19, art. 652(A).	
Environmental laws	40. (1) For greater certainty, in the event of any inconsistency or conflict between a land code or a First Nation law and any federal law that relates to environmental protection, the federal law prevails to the extent of the inconsistency or conflict.	40. (1) Il est entendu que les dispositions du droit fédéral en matière de protection de l'environnement l'emportent sur les dispositions incompatibles du code foncier et des textes législatifs.	Lois fédérales en matière d'environnement
Migratory birds, endangered species, fisheries	(2) For greater certainty, this Act does not extend or limit any right or power in relation to migratory birds, endangered species or fisheries. 1999, c. 24, s. 40; 2012, c. 19, s. 652(E).	(2) Il est aussi entendu que la présente loi n'a pas pour effet d'étendre ou de restreindre quelque droit ou pouvoir que ce soit en matière de pêche, d'oiseaux migrateurs ou d'espèces menacées d'extinction. 1999, ch. 24, art. 40; 2012, ch. 19, art. 652(A).	Pêche, oiseaux migrateurs ou espèces menacées d'extinction
	41. [Repealed, 2012, c. 19, s. 58]	41. [Abrogé, 2012, ch. 19, art. 58]	
Emergencies Act	42. The <i>Emergencies Act</i> continues to apply to First Nation land except that any appropriation, requisition or use of First Nation land required under that Act must be expressly authorized by order of the Governor in Council. 1999, c. 24, s. 42; 2012, c. 19, s. 652(E).	42. La <i>Loi sur les mesures d'urgence</i> continue de s'appliquer aux terres de la première nation, à la différence, toutefois, que les mesures visant la réquisition ou l'usage de ces terres doivent être prises au moyen d'un décret explicite à cet égard. 1999, ch. 24, art. 42; 2012, ch. 19, art. 652(A).	<i>Loi sur les mesures d'urgence</i>
Acts respecting nuclear energy	43. (1) Subject to subsection (2), nothing in this Act limits the application of the <i>Nuclear Safety and Control Act</i> and the <i>Nuclear Energy Act</i> to First Nation lands.	43. (1) Sous réserve du paragraphe (2), la présente loi n'a pas pour effet de porter atteinte à l'application de la <i>Loi sur la sûreté et la réglementation nucléaires</i> et de la <i>Loi sur l'énergie nucléaire</i> aux terres de la première nation.	Lois relatives à l'énergie nucléaire
Expropriation provisions	(2) In the event of any inconsistency or conflict between the provisions of this Act relating to expropriation and the <i>Nuclear Energy Act</i> , the provisions of this Act prevail to the extent of the inconsistency or conflict. 1999, c. 24, ss. 43, 47; 2012, c. 19, s. 652(E).	(2) Les dispositions de la présente loi en matière d'expropriation l'emportent sur les dispositions incompatibles de la <i>Loi sur l'énergie nucléaire</i> . 1999, ch. 24, art. 43 et 47; 2012, ch. 19, art. 652(A).	Expropriation
Non-application of <i>Statutory Instruments Act</i>	44. The <i>Statutory Instruments Act</i> does not apply in respect of a land code or First Nation laws. 1999, c. 24, s. 44; 2012, c. 19, s. 652(E).	44. Sont soustraits au processus réglementaire prévu par la <i>Loi sur les textes réglementaires</i> le code foncier et les textes législatifs. 1999, ch. 24, art. 44; 2012, ch. 19, art. 652(A).	<i>Loi sur les textes réglementaires</i>
	AMENDMENT OF SCHEDULE	MODIFICATION DE L'ANNEXE	
Addition of band name	45. (1) The Governor in Council may, by order, add the name of a band to the schedule if he or she is satisfied that the signing of the Framework Agreement on the band's behalf has been duly authorized and that the Framework Agreement has been signed.	45. (1) Le gouverneur en conseil peut, par décret, ajouter à l'annexe le nom d'une bande dans les cas où il est convaincu que la signature de l'accord-cadre pour le compte de cette dernière a été dûment autorisée et que celle-ci a effectivement eu lieu.	Ajout du nom d'une bande

Coming-into-force date of land code	(2) The Minister may, by order, add to the schedule the date on which a land code comes into force with respect to First Nation lands.	(2) Le ministre peut, par arrêté, ajouter à l'annexe la date d'entrée en vigueur de tout code foncier applicable à des terres de la première nation.	Date d'entrée en vigueur du code foncier
Deletion of band name	(3) The Governor in Council may, by order, delete from the schedule the name of a First Nation and the date on which a land code comes into force with respect to the First Nation's lands, if that First Nation is no longer subject to this Act under the terms of a land claims agreement or a self-government agreement. 1999, c. 24, s. 45; 2012, c. 19, s. 636.	(3) Le gouverneur en conseil peut, par décret, supprimer de l'annexe le nom de la première nation qui n'est plus assujettie à la présente loi aux termes d'un accord sur des revendications territoriales ou sur l'autonomie gouvernementale, ainsi que la date d'entrée en vigueur du code foncier applicable à des terres de cette première nation. 1999, ch. 24, art. 45; 2012, ch. 19, art. 636.	Suppression du nom d'une bande
TRANSITIONAL PROVISION		DISPOSITION TRANSITOIRE	
Validity	46. (1) Any action taken or determination or decision made under the Framework Agreement before the coming into force of sections 6 to 14, 35 and 36 is deemed, to the extent that it would have been valid under those sections, to have been validly taken or made under this Act.	46. (1) Les actes accomplis et les décisions prises sous le régime de l'accord-cadre avant l'entrée en vigueur des articles 6 à 14, 35 et 36 sont, dans la mesure de leur validité au regard de ces articles et sous réserve du paragraphe (2), réputés l'avoir été sous le régime de la présente loi.	Validation
Coming into force of land code	(2) Notwithstanding subsection (1), a land code may not come into force before the coming into force of this section.	(2) Le code foncier ne peut toutefois entrer en vigueur avant la date d'entrée en vigueur du présent article.	Exception
CONDITIONAL AMENDMENT		MODIFICATION CONDITIONNELLE	
47. [Amendment]		47. [Modification]	
COMING INTO FORCE		ENTRÉE EN VIGUEUR	
Order of Governor in Council	*48. Section 45 comes into force on a day to be fixed by order of the Governor in Council after the completion of a review of the Framework Agreement in accordance with its provisions and any consultations that the Governor in Council may require. * [Note: Section 45 in force May 20, 2003, see SI/2003-108.]	*48. L'article 45 entre en vigueur à la date fixée par décret. Celui-ci ne peut cependant être pris qu'après l'examen de l'accord-cadre — effectué en conformité avec les dispositions de celui-ci — et les consultations que le gouverneur en conseil juge utiles. * [Note: Article 45 en vigueur le 20 mai 2003, voir TR/2003-108.]	Décret

Gestion des terres des premières nations — 31 octobre 2012

SCHEDULE
(Sections 2 and 45)

ANNEXE
(articles 2 et 45)

NAMES OF FIRST NATIONS AND COMING-INTO-FORCE
DATES OF LAND CODES

NOMS DES PREMIÈRES NATIONS ET DATES D'ENTRÉE EN
VIGUEUR DES CODES FONCIERS

Item	Column 1 First Nation that has signed the Framework Agreement	Column 2 Land code coming- into-force date	Article	Colonne 1 Première nation ayant signé l'accord-cadre	Colonne 2 Date d'entrée en vigueur du code foncier
1.	Westbank		1.	Westbank	
2.	Musqueam		2.	Musqueam	
3.	Fort George (also known as Lheit-Lit'en and Lheidli T'enneh)	November 1, 2000	3.	Fort George (aussi connue sous les noms « Lheit-Lit'en » et « Lheidli T'enneh »)	1 ^{er} novembre 2000
4.	Anderson Lake (also known as N'Quatqua)		4.	Anderson Lake (aussi connue sous le nom « N'Quatqua »)	
5.	Squamish		5.	Squamish	
6.	Siksika Nation		6.	Siksika Nation	
7.	John Smith (also known as Muskoday)	January 1, 2000	7.	John Smith (aussi connue sous le nom « Muskoday »)	1 ^{er} janvier 2000
8.	Cowessess		8.	Cowessess	
9.	The Pas (also known as Opaskwayak Cree)	August 1, 2002	9.	The Pas (aussi connue sous le nom « Cris Opaskwayak »)	1 ^{er} août 2002
10.	Nipissing Band of Ojibways (also known as Nipissing)	July 1, 2003	10.	Bande d'Ojibways Nipissing (aussi connue sous le nom « Nipissing »)	1 ^{er} juillet 2003
11.	Scugog (also known as Mississaugas of Scugog Island)	January 1, 2000	11.	Scugog (aussi connue sous le nom « Mississaugas de Scugog Island »)	1 ^{er} janvier 2000
12.	Chippewas of Rama (also known as Chippewas of Mnjikaning)		12.	Chippewas de Rama (aussi connue sous le nom « Chippewas de Mnjikaning »)	
13.	Chippewas of Georgina Island	January 1, 2000	13.	Chippewas de Georgina Island	1 ^{er} janvier 2000
14.	Saint Mary's		14.	Saint Mary's	
15.	Garden River		15.	Garden River	
16.	Moose Deer Point		16.	Moose Deer Point	
17.	Whitecap No. 94	January 1, 2004	17.	Whitecap N° 94	1 ^{er} janvier 2004
18.	Kinistin	February 1, 2005	18.	Kinistin	1 ^{er} février 2005
19.	Mississauga	August 1, 2009	19.	Mississauga	1 ^{er} août 2009
20.	Whitefish Lake	March 1, 2009	20.	Whitefish Lake	1 ^{er} mars 2009
21.	Songhees	October 1, 2011	21.	Songhees	1 ^{er} octobre 2011
22.	Beecher Bay	August 1, 2003	22.	Beecher Bay	1 ^{er} août 2003
23.	Pavilion	May 1, 2004	23.	Pavilion	1 ^{er} mai 2004
24.	[Repealed, 2008, c. 32, s. 27]		24.	[Abrogé, 2008, ch. 32, art. 27]	
25.	Tsawout	May 29, 2007	25.	Tsawout	29 mai 2007
26.	Kingsclear		26.	Kingsclear	
27.	Skeetchestn		27.	Skeetchestn	
28.	Muskeg Lake	September 1, 2005	28.	Muskeg Lake	1 ^{er} septembre 2005
29.	Burrard	June 6, 2007	29.	Burrard	6 juin 2007
30.	Sliammon	September 30, 2004	30.	Sliammon	30 septembre 2004
31.	Osoyoos		31.	Osoyoos	
32.	Chippewas of Kettle and Stony Point		32.	Chippewas de Kettle et Stony Point	
33.	Dokis		33.	Dokis	
34.	[Repealed, 2012, c. 19, s. 646]		34.	[Abrogé, 2012, ch. 19, art. 646]	
35.	Kitselas	November 25, 2005	35.	Kitselas	25 novembre 2005
36.	McLeod Lake	May 20, 2003			
37.	Shxwhá:y Village (also known as Sqay Village)	January 8, 2007			

First Nations Land Management — October 31, 2012

Item	Column 1 First Nation that has signed the Framework Agreement	Column 2 Land code coming-into-force date	Article	Colonne 1 Première nation ayant signé l'accord-cadre	Colonne 2 Date d'entrée en vigueur du code foncier
38.	T'Sou-ke (also known as Tsouke)	February 1, 2007	36.	McLeod Lake	20 mai 2003
39.	Leq'á:mel (also known as Leqamel)	February 1, 2010	37.	Shxwhá:y Village (aussi connue sous le nom «Sqay Village»)	8 janvier 2007
40.	Flying Dust		38.	T'Sou-ke (aussi connue sous le nom «Tsouke»)	1 ^{er} février 2007
41.	Swan Lake	October 1, 2010	39.	Leq'á:mel (aussi connue sous le nom «Leqamel»)	1 ^{er} février 2010
42.	Henvey Inlet	January 1, 2010	40.	Flying Dust	
43.	Matsqui	February 26, 2009	41.	Swan Lake	1 ^{er} octobre 2010
44.	Seabird Island	September 1, 2009	42.	Henvey Inlet	1 ^{er} janvier 2010
45.	Squiala	July 29, 2008	43.	Matsqui	26 février 2009
46.	Tzeachten	August 21, 2008	44.	Seabird Island	1 ^{er} septembre 2009
47.	Pasqua		45.	Squiala	29 juillet 2008
48.	We Wai Kai (also known as Cape Mudge)	December 7, 2009	46.	Tzeachten	21 août 2008
49.	Chemawawin	September 6, 2010	47.	Pasqua	
50.	Kahkewistahaw		48.	We Wai Kai (aussi connue sous le nom «Cape Mudge»)	7 décembre 2009
51.	Alderville		49.	Chemawawin	6 septembre 2010
52.	Big Island (also known as Anishnaabeg of Naongashiing)	August 1, 2011	50.	Kahkewistahaw	
53.	Fort McKay First Nation		51.	Alderville	
54.	Innu Essipit		52.	Big Island (aussi connue sous le nom «Anishnaabeg de Naongashiing»)	1 ^{er} août 2011
55.	Nanoose		53.	Fort McKay First Nation	
56.	Campbell River		54.	Innu Essipit	
57.	Sumas		55.	Nanoose	
58.	Skawahlook	August 5, 2010	56.	Campbell River	
59.	Cowichan Tribes		57.	Sumas	
60.	Haisla		58.	Skawahlook	5 août 2010
61.	St. Mary's		59.	Cowichan Tribes	
62.	Shuswap		60.	Haisla	
63.	Stz'uminus		61.	St. Mary's	
64.	Williams Lake		62.	Shuswap	
65.	Skowkale		63.	Stz'uminus	
66.	Yakweakwioose		64.	Williams Lake	
67.	Aitchelitz		65.	Skowkale	
68.	Alexis Nakota Sioux		66.	Yakweakwioose	
69.	Tsuu T'ina		67.	Aitchelitz	
70.	One Arrow		68.	Alexis Nakota Sioux	
71.	Long Plain		69.	Tsuu T'ina	
72.	Buffalo Point		70.	One Arrow	
73.	Bingwi Neyaashi Anishinaabek		71.	Long Plain	
74.	Beausoleil		72.	Buffalo Point	
75.	Montagnais du Lac St-Jean		73.	Bingwi Neyaashi Anishinaabek	
76.	Miawpukek		74.	Beausoleil	
77.	Membertou		75.	Montagnais du Lac St-Jean	
			76.	Miawpukek	
			77.	Membertou	

1999, c. 24, Sch.; SOR/2003-178; SOR/2006-216; 2008, c. 32, s. 27; SOR/2008-51, 267; 2012, c. 19, ss. 637 to 651; SOR/2012-217.

1999, ch. 24, ann.; DORS/2003-178; DORS/2006-216; 2008, ch. 32, art. 27; DORS/2008-51, 267; 2012, ch. 19, art. 637 à 651; DORS/2012-217.

RELATED PROVISIONS

— 2008, c. 32, s. 22

Existing interests — *First Nations Land Management Act*

22. Despite section 13, if an interest in land in the Former Tsawwassen Reserve was granted or approved under the *First Nations Land Management Act* and exists on the effective date of the Agreement, the interest continues in effect in accordance with its terms and conditions unless a replacement interest is issued in accordance with Chapter 4 of the Agreement.

— 2008, c. 32, s. 24

Indemnification of Tsawwassen First Nation

24. For as long as the *First Nations Land Management Act* is in force, Her Majesty in right of Canada shall, as of the effective date of the Agreement, indemnify the Tsawwassen First Nation in respect of lands in the Former Tsawwassen Reserve in the same manner and under the same conditions as would be the case if that Act continued to apply to those lands.

— 2008, c. 32, s. 25

Documents in land registries

25. As of the effective date of the Agreement, registrations or records affecting Tsawwassen Lands that are registered or recorded in a land registry under the *Indian Act* or the *First Nations Land Management Act* have no effect.

DISPOSITIONS CONNEXES

— 2008, ch. 32, art. 22

22. Malgré l'article 13, les intérêts sur les terres de l'ancienne réserve de Tsawwassen accordés ou approuvés sous le régime de la *Loi sur la gestion des terres des premières nations* et existants à la date d'entrée en vigueur de l'accord sont maintenus, ainsi que les conditions dont ils sont assortis, à moins qu'un intérêt de remplacement soit accordé conformément au chapitre 4 de l'accord.

— 2008, ch. 32, art. 24

24. Tant que la *Loi sur la gestion des terres des premières nations* demeure en vigueur, Sa Majesté du chef du Canada est tenue, à compter de la date d'entrée en vigueur de l'accord, d'indemniser la Première Nation de Tsawwassen à l'égard des terres de l'ancienne réserve de Tsawwassen, selon les mêmes conditions et modalités que celles qui seraient applicables si cette loi continuait de s'appliquer à l'égard de ces terres.

— 2008, ch. 32, art. 25

25. À compter de la date d'entrée en vigueur de l'accord, les inscriptions et dossiers relatifs aux terres tsawwassennes figurant dans tout registre des terres en vertu de la *Loi sur les Indiens* ou de la *Loi sur la gestion des terres des premières nations* sont sans effet.

Intérêts existants : *Loi sur la gestion des terres des premières nations*

Indemnisation de la Première Nation de Tsawwassen

Registres des terres

**Text of the Framework
Agreement on First Nation Land
Management**

(signed in 1996)

Includes modifications resulting from

Amendment #1 1998
Amendment #2 1998
Amendment #3 2002
Amendment #4 2007
Amendment #5 2011

**Texte de l'Accord-Cadre relatif
à la Gestion des Terres de
Premières Nations**

(signé en 1996)

Comprend les changements apportés par
les modifications suivantes

Modification #1 1998
Modification #2 1998
Modification #3 2002
Modification #4 2007
Modification #5 2011

Framework Agreement on First
Nation Land Management

Accord-cadre relatif à la Gestion
des Terres de Premières Nations

FRAMEWORK AGREEMENT ON
FIRST NATION LAND
MANAGEMENT

ACCORD-CADRE RELATIF À LA
GESTION DES TERRES DE
PREMIÈRES NATIONS

BETWEEN:

ENTRE :

THE FOLLOWING FIRST NATIONS:

LES PREMIÈRES NATIONS
SUIVANTES :

WESTBANK, MUSQUEAM, LHEIDLI
T'ENNEH (formerly known as "LHEIT-
LIT'EN"), N'QUATQUA, SQUAMISH,
SIKSIKA, MUSKODAY, COWESSESS,
OPASKWAYAK CREE, NIPISSING,
MISSISSAUGAS OF SCUGOG ISLAND,
CHIPPEWAS OF MNJIKANING,
CHIPPEWAS OF GEORGINA ISLAND,
SAINT MARY'S, as represented by their
Chiefs and all other First Nations that
have adhered to the Agreement

WESTBANK, MUSQUEAM, LHEIDLI
T'ENNEH (autrefois connue sous le
nom de "LHEIT-LIT'EN"),
N'QUATQUA, SQUAMISH, SIKSIKA,
MUSKODAY, COWESSESS,
OPASKWAYAK CREE, NIPISSING,
MISSISSAUGAS OF SCUGOG
ISLAND, CHIPPEWAS OF
MNJIKANING, CHIPPEWAS OF
GEORGINA ISLAND, SAINT
MARY'S, représentées par leurs chefs
et toutes les autres Premières Nations
qui se sont jointes à l'Entente

AND

ET

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, as represented by
the Minister of Indian Affairs and Northern
Development

SA MAJESTÉ LA REINE DU CHEF
DU CANADA, représentée par le ministre
des Affaires indiennes et du Nord
canadien

WHEREAS:

ATTENDU QUE :

The First Nations have a profound
relationship with the land that is rooted in
respect for the Spiritual value of the Earth
and the gifts of the Creator and have a deep
desire to preserve their relationship with the
land;

Les premières nations entretiennent une
relation profonde avec la terre, basée sur la
valeur spirituelle qu'elles attribuent à la
Terre et aux dons du Créateur et qu'elles
ont le désir de préserver cette relation;

The First Nations should have the option of

Les premières nations devraient avoir la
possibilité de soustraire leurs terres aux

withdrawing their lands from the land management provisions of the Indian Act in order to exercise control over their lands and resources for the use and benefit of their members;

The Parties wish to enter into a government to government agreement, within the framework of the constitution of Canada, to deal with the issues of land management;

The Parties understand that this Agreement must be ratified;

NOW THEREFORE,

In consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree that the First Nations shall have the option of exercising control over their lands and resources.

PART I PRELIMINARY MATTERS

1. INTERPRETATION

1.1 In this Agreement,

"Canada" or "Crown" means Her Majesty the Queen in right of Canada; ("Canada")

"eligible voter" means a member of a First Nation who is eligible, pursuant to clause 7.2, to vote under this Agreement; ("électeurs")

"federal law" means a law enacted by

dispositions de la Loi sur les Indiens concernant la gestion des terres de façon à exercer un contrôle sur leurs terres et sur leurs ressources à l'usage et au profit de leurs membres;

Les parties souhaitent conclure un accord de gouvernement à gouvernement, dans le cadre de la constitution du Canada, concernant des questions touchant la gestion des terres;

Les parties reconnaissent que le présent accord doit être ratifié;

PAR CONSÉQUENT,

En contrepartie de l'échange des promesses figurant dans le présent accord et sous réserve de ses modalités, les Parties conviennent que les premières nations doivent avoir la possibilité d'exercer un contrôle sur leurs terres et sur leurs ressources.

PARTIE I QUESTIONS PRÉLIMINAIRES

1. INTERPRÉTATION

1.1 Les définitions qui suivent s'appliquent au présent accord.

« Canada » ou « Couronne » Sa Majesté la Reine du chef du Canada; (« Canada »)

« code foncier » Code adopté par une première nation conformément au présent accord contenant les dispositions générales relatives à l'exercice des droits et pouvoirs de la première nation sur ses terres de

Canada and does not include a land code or a First Nation law; ("loi fédérale")

"federal legislation" means the legislation to be enacted by Canada under Part X; ("loi de ratification")

"First Nation" means a band that is a Party to this Agreement; ("première nation")

"First Nation land", in respect of a First Nation, means all or part of a reserve that the First Nation describes in its land code; ("terres de première nation")

"First Nation Lands Register" means the register established pursuant to clause 51 to register interests or land rights in First Nation land; ("registre des terres de premières nations")

"First Nation law" means a law enacted by a First Nation in accordance with its land code; ("texte législative de la Première nation")

"interest", in relation to First Nation land in any province or territory other than Québec, means any interest, right or estate of any nature in or to that land, including a lease, easement, right of way, servitude, or profit à prendre, but does not include title to that land; ("intérêt")

"land code" means a code, approved by a First Nation in accordance with this Agreement, that sets out the basic provisions regarding the exercise of the First Nation's rights and powers over its First Nation land (although each First Nation can select its own name for the land code); ("code

première nation (les premières nations peuvent néanmoins donner l'appellation de leur choix à ce code foncier). (« land code »)

« Conseil consultatif des terres » Le conseil visé à l'article 38. (« Land Advisory Board »)

« droit foncier » Relativement aux terres de première nation dans la province de Québec, tout droit de quelque nature qu'il soit portant sur ces terres, à l'exclusion du titre de propriété; y sont assimilés les droits du locataire. (« land right »)

« électeurs » Les membres d'une première nation qui ont le droit de voter en vertu de l'article 7.2 du présent accord. (« eligible voters »)

« intérêt » Relativement aux terres de première nation situées dans toute province ou territoire autre que le Québec, tout intérêt, droit ou domaine de quelque nature qu'il soit portant sur ces terres, notamment un bail, une servitude, un droit de passage, un service foncier ou un profit à prendre, à l'exclusion du titre sur ces terres. (« interest »)

« loi de ratification » La loi adoptée par le Canada aux termes de la Partie X. (« federal legislation »)

« loi fédérale » Loi adoptée par le Canada mais ne comprend pas un code foncier ou un texte législatif d'une première nation. (« federal law »)

« membre » À l'égard d'une première

foncier")

"land right", in relation to First Nation land in the Province of Québec, means any right of any nature in or to that land excluding title, and includes the rights of a lessee; ("droit foncier")

"Lands Advisory Board" means the board referred to in clause 38; ("Conseil consultatif des terres")

"licence", in relation to First Nation land, ("permis")

(a) in a province or territory other than Québec, means any right of use or occupation of First Nation land, other than an interest in that land;

(b) in the Province of Québec, any right to use or occupy First Nation land, other than a land right in that land;

"member", in respect of a First Nation, means ("membre")

(a) a person whose name appears on the Band List, or

(b) a person who is entitled to have his or her name appear on the Band List;

"Minister" means the Minister of Indian Affairs and Northern Development, or such other member of the Queen's Privy Council as is designated by the Governor in Council for the purposes of this Agreement; ("ministre")

nation : (« member »)

a) personne dont le nom figure sur la liste de bande;

b) personne qui a droit à ce que son nom y figure.

« ministre » Le ministre des Affaires indiennes et du Nord canadien ou un membre du Conseil privé de la Reine désigné par le gouverneur en conseil aux fins du présent accord. (« Minister »)

« permis » Relativement aux terres d'une première nation : (« licence »)

a) dans une province ou un territoire autre que le Québec, tout droit d'usage ou d'occupation des terres de première nation, autre qu'un intérêt sur ces terres;

b) dans la province de Québec, tout droit d'utiliser ou d'occuper les terres de première nation autre qu'un droit foncier sur ces terres.

« première nation » Une bande qui est Partie au présent accord. (« First Nation »)

« registre des terres de premières nations » Le registre créé conformément à l'article 51 pour l'enregistrement des intérêts ou des droits fonciers sur les terres de premières nations. (« First Nation Lands Register »)

« terres de première nation » Dans le cas d'une première nation, tout ou partie d'une réserve décrite dans son code foncier. (« First Nation land »)

"verifier" means the person appointed pursuant to clauses 8 and 44 to monitor and verify the opting in process for a First Nation. ("vérificateur")

1.2 Terms that are defined or used in the Indian Act have the same meaning in this Agreement, unless the context otherwise requires.

1.3 This Agreement is not a treaty and shall not be considered to be a treaty within the meaning of section 35 of the Constitution Act, 1982.

1.4 The Parties acknowledge that the Crown's special relationship with the First Nations will continue.

1.5 This Agreement does not affect any lands, or any rights in lands, that are not subject to this Agreement.

1.6 This Agreement is not intended to define or prejudice inherent rights, or any other rights, of First Nations to control their lands or resources or to preclude other negotiations in respect of those rights.

1.7 The parties agree that when a provision of this agreement contains both civil law and common law terminology, or terminology that has different meanings in the civil law and the common law, the civil law

« texte législatif de la première nation »
Une loi ou un autre texte législatif adopté par une première nation conformément à son code foncier. (« First Nation law »)

« vérificateur » La personne chargée, en application des articles 8 et 44, de surveiller et de vérifier le processus d'adhésion d'une première nation.
(« verifier »)

1.2 Sauf indication contraire, les termes du présent accord qui sont définis ou utilisés dans la Loi sur les Indiens s'entendent au sens de cette loi.

1.3 Le présent accord ne constitue pas un traité et n'est pas considéré comme un traité au sens de l'article 35 de la Loi constitutionnelle de 1982.

1.4 Les Parties reconnaissent que la Couronne maintiendra la relation spéciale qu'elle entretient avec les premières nations.

1.5 Le présent accord ne s'applique pas aux terres ou aux droits sur ces terres qui ne sont pas visés par lui.

1.6 Le présent accord n'a pas pour but de définir les droits inhérents ou autres des premières nations d'exercer un contrôle sur leurs terres et leurs ressources ni d'y porter atteinte, ni d'empêcher que ces droits fassent l'objet d'autres négociations.

1.7 Les parties conviennent, que lorsque une disposition du présent accord emploie à la fois des termes propres au droit civil et à la common-law ou des termes qui ont

terminology or meaning is intended to apply to this provision with respect to First Nations in the Province of Quebec and the common law terminology or meaning is intended to apply with respect to First Nations in a province or territory other than Québec.

2. FIRST NATION LAND

2.1 Land that is a reserve of a First Nation is eligible to be managed by that First Nation under a land code as First Nation land.

2.2 First Nation land includes all the interests and rights or all the land rights and other rights, as well as the resources that belong to that land, to the extent that these are under the jurisdiction of Canada and are part of that land.

2.3 The Parties agree that First Nation lands are lands reserved for Indians within the meaning of section 91(24) of the Constitution Act, 1867.

3. INDIAN OIL AND GAS

3.1 The Indian Oil and Gas Act will continue to apply to any First Nation lands, or interests or land rights in First Nation land, that are "Indian lands" within the meaning of that Act.

un sens différent dans l'un et l'autre de ces systèmes, l'intention est, d'appliquer à cette disposition la terminologie de droit civil ou le sens qu'on lui donne dans ce système en ce qui a trait aux Premières nations au Québec et la terminologie de common-law ou le sens qu'on lui donne dans ce système en ce qui a trait aux Premières nations dans toute province ou territoire autre que le Québec.

2. TERRES D'UNE PREMIÈRE NATION

2.1 Les terres qui constituent une réserve d'une première nation sont admissibles à être gérées par celle-ci en vertu d'un code foncier à titre de terres de première nation.

2.2 Les terres de première nation comprennent tous les intérêts et droits ou tous les droits fonciers et autres droits ainsi que les ressources relatifs à ces terres dans la mesure où ils relèvent de la juridiction du Canada et font partie de ces terres.

2.3 Les parties reconnaissent que les terres de premières nations sont des terres réservées aux Indiens au sens du point 24 de l'article 91 de la Loi constitutionnelle de 1867.

3. PÉTROLE ET GAZ DES INDIENS

3.1 La Loi sur le pétrole et le gaz des terres indiennes continuera à s'appliquer aux terres de premières nations et aux intérêts ou droits fonciers sur les terres de premières nations qui sont des « terres indiennes » au sens de cette Loi.

3.2 Any interest or land right in First Nation land that is granted to Canada for the exploitation of oil and gas under a land code will be deemed to be "Indian lands" within the meaning of the Indian Oil and Gas Act.

3.3 Section 4 of the Indian Oil and Gas Act will continue to apply to revenues and royalties from oil or gas on First Nation land, despite anything to the contrary in clause 12.

4. RESERVES

4.1 Any reserve managed by a First Nation under a land code will continue to be a reserve within the meaning of the Indian Act.

4.2 Any reserve, title to which is vested in Canada, and managed by a First Nation under a land code, will continue to be vested in Canada for the use and benefit of the respective First Nation for which it was set apart.

4.3 Where a First Nation wishes to manage a reserve, the whole of the reserve will be included as First Nation land to avoid disjointed administration of the reserve, subject to clauses 4.4, 4.5 and 4.5A.

4.4 Subject to clause 4.5A, a portion of a reserve may be excluded from a land code only if:

(a) the portion of the reserve is in an environmentally unsound condition and the condition cannot be remedied

3.2 Les intérêts ou droits fonciers sur les terres de première nation octroyés au Canada pour l'exploitation du pétrole et du gaz en vertu d'un code foncier seront réputés être des « terres indiennes » au sens de la Loi sur le pétrole et le gaz des terres indiennes.

3.3 L'article 4 de la Loi sur le pétrole et le gaz des terres indiennes continuera de s'appliquer aux revenus et aux redevances provenant du pétrole ou du gaz situés sur les terres de première nation, nonobstant toute disposition contraire de l'article 12.

4. RÉSERVES

4.1 Les réserves gérées par une première nation en vertu d'un code foncier demeurent des réserves au sens de la Loi sur les Indiens.

4.2 Toute réserve, dont le titre est détenu par le Canada et qui est gérée par une première nation en vertu d'un code foncier, continuera d'appartenir au Canada à l'usage et au profit de la première nation pour laquelle la réserve fut mise de côté.

4.3 Lorsqu'une première nation souhaite gérer une réserve, l'ensemble de la réserve sera inclus comme terres de première nation de façon à éviter la double administration de la réserve sous réserve des articles 4.4, 4.5 et 4.5A.

4.4 Sous réserve de l'article 4.5A, il est permis de soustraire une partie d'une réserve à l'application du code foncier seulement dans l'un ou l'autre des cas suivants :

a) l'environnement y est si dégradé que

by measures that are technically and financially feasible before the land code is expected to be submitted for community approval;

(b) the portion of the reserve is the subject of ongoing litigation that is unlikely to be resolved before the land code is expected to be submitted for community approval;

(c) the portion of the reserve is uninhabitable or unusable as a result of a natural disaster; or

(d) there exist one or more other reasons which the First Nation and the Minister agree justify excluding a portion of a reserve.

4.5 A portion of a reserve may not be excluded if the exclusion would have the effect of placing the administration of a lease or other interest or right in land in more than one land management regime.

4.5A Land may be excluded from the application of the land code when it is uncertain whether the land forms part of the reserve. An exclusion for this reason shall be without prejudice to the right of the First Nation or Her Majesty to assert that the land forms part of the reserve. If excluding the land would have the effect of placing a lease, other interest or right in land in more than one land management regime, then all land that is subject to that lease, interest or right shall be excluded from the application of the land code.

des mesures réalisables sur les plans technique et économique ne permettront pas de l'assainir avant la présentation prévue du code foncier à l'approbation de la communauté;

b) cette partie de la réserve fait l'objet d'un litige qui ne sera probablement pas résolu avant la présentation prévue du code foncier à l'approbation de la communauté;

c) cette partie de la réserve est inhabitable ou inutilisable en raison d'un sinistre naturel;

d) l'exclusion est justifiée pour une ou plusieurs autres raisons convenues par la première nation et le ministre.

4.5 Une partie de la réserve ne peut être exclue si l'exclusion avait pour effet d'assujettir un bail ou tout autre intérêt ou droit foncier à plus d'un régime de gestion foncière.

4.5A Une terre peut être exclue de l'application du code foncier lorsqu'il y a incertitude quant à la question de savoir si la terre est située ou non dans la réserve. L'exclusion pour ce motif ne porte pas atteinte au droit de la première nation ou de Sa Majesté de faire valoir que la terre fait partie de la réserve. Si l'exclusion a pour effet d'assujettir un bail ou tout autre intérêt ou droit foncier à plus d'un régime de gestion foncière, toute la partie de la réserve qui est assujettie au bail ou autre intérêt ou droit foncier doit être exclue de l'application du code foncier.

4.6 The First Nation will make provision to

amend the description of its First Nation land in its land code to include the excluded portion of the reserve when the First Nation and the Minister agree that the condition justifying the exclusion no longer exists and the individual agreement will be amended accordingly.

PART II OPTING IN PROCEDURE

4.6 Lorsque la première nation et le ministre conviennent que la condition justifiant l'exclusion d'une partie d'une réserve n'existe plus, la première nation fera en sorte que la description des terres de première nation contenue dans son code foncier soit modifiée pour y inclure la partie jusqu'à présent exclue et l'accord distinct sera modifié en conséquence.

PARTIE II PROCÉDURE D'ADHÉSION

5. DEVELOPMENT OF A LAND CODE

5.1 A First Nation that wishes to manage one or more of its reserves will first develop a land code.

5.2 The land code of a First Nation will

(a) describe the lands that are subject to the land code;

(b) set out the general rules and procedures that apply to the use and occupancy of First Nation land, including use and occupancy under

(i) licenses and leases, and

(ii) interests or land rights in First Nation land held pursuant to allotments under subsection 20(1) of the Indian Act or pursuant to the custom of the First Nation;

(b.1) set out the procedures that apply to the transfer, by testamentary disposition or succession, of any interest or land rights in First Nation land;

(c) set out the general rules and procedures that apply to revenues from natural resources belonging to First Nation land;

(d) set out the requirements for accountability to First Nation members for the management of moneys and First Nation lands under

5. ÉLABORATION D'UN CODE FONCIER

5.1 La première nation qui souhaite gérer une ou plusieurs de ses réserves doit préalablement élaborer un code foncier.

5.2 Les éléments suivants figurent dans le code foncier d'une première nation :

a) la description des terres qui y sont assujetties;

b) les règles générales - de procédure et autres - applicables en matière d'utilisation et d'occupation des terres de première nation, notamment :

(i) en vertu d'un permis ou d'un bail,

(ii) en vertu d'un intérêt ou d'un droit foncier sur les terres de première nation découlant soit de l'attribution de cet intérêt ou droit foncier en vertu du paragraphe 20(1) de la Loi sur les Indiens, soit de la coutume de la première nation;

(b.1) les règles de procédure applicables en matière de transfert d'intérêts ou de droits fonciers sur les terres de première nation, par disposition testamentaire ou succession;

c) les règles générales – de procédure et autres - applicables aux revenus tirés des ressources naturelles relatives aux terres de première nation;

d) les exigences touchant l'obligation de rendre compte de la gestion des fonds et des terres de première nation aux termes

the land code;

(e) set out the procedures for making and publishing its First Nation laws;

(f) set out the conflict of interest rules for land management;

(g) identify or establish a forum for the resolution of disputes in relation to interests or land rights in First Nation lands, including the review of land management decisions where a person, whose interest or land right in First Nation land is affected by a decision, disputes that decision;

(h) set out the general rules and procedures that apply to the First Nation when granting or expropriating interests or land rights in First Nation land, including provisions for notice and the service of notice;

(i) set out the general authorities and procedures whereby the First Nation council delegates administrative authority to manage First Nation land to another person or entity; and

(j) set out the procedure by which the First Nation can amend its land code or approve an exchange of its First Nation land.

5.3 A land code could also contain the following provisions:

du code foncier devant les membres de la première nation;

e) les règles d'édiction et de publication des textes législatifs de la première nation;

f) les règles applicables en matière de conflit d'intérêts dans la gestion des terres;

g) la création ou l'identification d'une instance chargée de résoudre les différends concernant les intérêts ou les droits fonciers sur les terres de première nation, y compris la révision de toute décision en matière de gestion des terres contestée par une personne dont les intérêts ou les droits fonciers sur ces terres sont affectés par cette décision;

h) les règles générales – de procédure et autres - applicables à la première nation en matière d'attribution ou d'expropriation d'intérêts ou de droits fonciers sur des terres de première nation, y compris les dispositions en matière d'avis et de notification;

i) les pouvoirs et procédures généraux applicables en matière de délégation, par le conseil de la première nation à une autre personne ou entité, des pouvoirs de gestion des terres de première nation;

j) la procédure selon laquelle la première nation peut modifier son code foncier ou approuver un échange de ses terres de première nation.

5.3 Peuvent également figurer dans le code foncier :

(a) any general conditions or limits on the power of the First Nation council to make First Nation laws;

(b) in any province or territory other than Quebec, any general exceptions, reservations, conditions or limitations to be attached to the rights and interests that may be granted in First Nation land;

(b.1) in the province of Quebec, any general exceptions, reservations, conditions or limits to be attached to the land rights or other rights that may be granted in First Nation land;

(c) any provisions respecting encumbering, seizing, or executing a right or an interest or land right in First Nation land as provided in clause 15; and

(d) any other matter respecting the management of First Nation land.

5.4 In order to clarify the intentions of the First Nations and Canada in relation to the breakdown of a marriage as it affects First Nation land:

(a) a First Nation will establish a community process in its land code to develop rules and procedures, applicable on the breakdown of a marriage, to the use, occupancy and possession of First Nation land and the division of interests or land rights in that land;

a) les conditions ou limites générales applicables au pouvoir du conseil de la première nation d'édicter des textes législatifs de la première nation;

b) dans une province ou un territoire autre que le Québec, les exclusions, réserves, conditions ou délimitations générales applicables en matière d'attribution des droits et des intérêts sur les terres de première nation;

b.1) dans la province de Québec, les exceptions, réserves, conditions ou limites générales applicables en matière d'attribution des droits fonciers et autres droits sur les terres de première nation;

c) les dispositions, telles que prévues à l'article 15, concernant la saisie ou l'exécution d'un droit ou d'un intérêt ou droit foncier sur les terres de première nation, ou le fait de les gérer;

d) toute autre disposition concernant la gestion des terres de première nation.

5.4 Afin de préciser l'intention des premières nations et du Canada en ce qui a trait à l'échec du mariage et à ses effets sur les terres de premières nations :

a) une première nation établira, dans son code foncier, un processus communautaire pour l'élaboration de règles et de procédures applicables, au moment de l'échec d'un mariage, en matière d'usage, d'occupation et de possession des terres de première nation et en matière de partage des intérêts ou des droits fonciers sur ces terres;

(b) for greater certainty, the rules and procedures referred to in clause (a) shall not discriminate on the basis of sex;

(c) the rules and procedures referred to in clause (a) shall be enacted in the First Nation's land code or First Nation laws;

(d) in order to allow sufficient time for community consultation during the community process referred to in clause (a), the First Nation shall have a period of 12 months from the date the land code takes effect to enact the rules and procedures;

(e) any dispute between the Minister and a First Nation in respect of this clause shall, notwithstanding clause 43.3, be subject to arbitration in accordance with Part IX;

(f) for greater certainty, this clause also applies to any First Nation that has voted to approve a land code before this clause comes into force.

6. DEVELOPMENT OF INDIVIDUAL FIRST NATION AGREEMENT

6.1 The Minister and each First Nation that intends to manage its First Nation land will also enter into an individual agreement to settle the actual level of operational funding for the First Nation and the specifics of the transfer of administration between Canada and the First Nation.

b) il est entendu que les règles et procédures mentionnées à l'alinéa a) ne peuvent faire aucune distinction fondée sur le sexe;

c) les règles et procédures mentionnées à l'alinéa a) sont prévues soit dans le code foncier de la première nation, soit dans ses textes législatifs;

d) afin qu'il puisse y avoir une période suffisante pour consulter la communauté, tel que mentionné à l'alinéa a), la première nation dispose d'un délai de 12 mois, à compter de la date d'entrée en vigueur de son code foncier, pour adopter ces règles et procédures;

e) tout différend entre le ministre et une première nation au sujet du présent article est, par dérogation à l'article 43.3, porté en arbitrage en conformité avec la Partie IX;

f) il est entendu que le présent article s'applique également à toute première nation qui a voté en faveur de l'adoption d'un code foncier avant que le présent article n'entre en vigueur.

6. ÉLABORATION D'UN ACCORD DISTINCT AVEC CHAQUE PREMIÈRE NATION

6.1 Le ministre et la première nation qui entend gérer ses propres terres concluront également un accord distinct fixant le niveau du financement opérationnel destiné à la première nation ainsi que les modalités du transfert des responsabilités en matière d'administration entre le

6.2 The First Nation and the Minister will each choose a representative to develop the individual agreement and to assist in transferring administration of the First Nation land.

6.3 Upon the request of a First Nation that is developing a land code, the Minister will provide it with the following information, as soon as practicable:

(a) a list of all the interests or land rights and licences, in relation to the proposed First Nation land, that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register under the Indian Act;

(b) all existing information, in Canada's possession, respecting any actual or potential environmental problems with the proposed First Nation land; and

(c) any other information in Canada's possession that materially affects the interests or land rights and licences mentioned in clause 6.3(a).

6.4 An amendment to an individual agreement with the Minister must be made in accordance with the procedure in that agreement.

7. COMMUNITY APPROVAL

7.1 Both the First Nation's land code and its

Canada et la première nation.

6.2 La première nation et le ministre désignent chacun un représentant chargé de préparer l'accord distinct et de faciliter le transfert de l'administration des terres de première nation.

6.3 À la demande de la première nation qui élabore un code foncier le ministre lui fournit les renseignements suivants, dans les meilleurs délais :

a) une liste de tous les intérêts ou droits fonciers et permis concernant les terres de la première nation proposées, qui sont consignés dans le registre des terres de réserve et le registre des terres désignées et cédées aux termes de la Loi sur les Indiens;

b) tous les renseignements en la possession du Canada concernant les problèmes environnementaux réels ou potentiels concernant les terres de la première nation proposées;

c) tout autre renseignement en la possession du Canada qui touche notamment les intérêts ou droits fonciers et les permis mentionnés à l'alinéa 6.3 a).

6.4 L'accord distinct conclu avec le ministre est modifié selon la procédure prévue dans celui-ci.

7. APPROBATION DE LA COMMUNAUTÉ

7.1 Le code foncier de la première nation

individual agreement with the Minister need community approval in accordance with this clause.

7.2 Every person who is a First Nation member, whether resident on or off-reserve, who is at least 18 years of age, is eligible to vote on whether to approve their First Nation's proposed land code and its individual agreement with the Minister.

7.3 The land code and individual agreement will be considered approved by the community if

(a) a majority of eligible voters participate in the vote and at least a majority of the participating voters vote to approve them;

(b) the First Nation registers all eligible voters who signified, in a manner determined by the First Nation, their intention to vote, and a majority of the registered voters vote to approve them; or

(c) the community approves them in such other manner as the First Nation and the Minister may agree upon.

7.4 The land code and individual agreement will not be considered approved if less than 25% plus one of all eligible voters voted to approve them.

7.5 The First Nation council may, by resolution, increase the minimum percentage for community approval otherwise required under this clause.

et l'accord distinct conclu avec le ministre doivent être approuvés par la communauté conformément au présent article.

7.2 A le droit de voter, dans le cadre de l'approbation du projet de code foncier de la première nation et de l'accord distinct conclu avec le ministre, tout membre de la première nation qui a au moins 18 ans, qu'il réside ou non dans la réserve.

7.3 Le code foncier et l'accord distinct sont réputés valablement approuvés par la communauté dans les cas suivants :

a) la majorité des électeurs participent au scrutin et au moins une majorité des électeurs participants ont exprimé un vote favorable;

b) la première nation inscrit tous les électeurs qui ont fait connaître, selon les modalités fixées par la première nation, leur intention de voter et une majorité des électeurs inscrits ont exprimé un vote favorable;

c) la communauté les approuve selon d'autres modalités fixées conjointement par la première nation et par le ministre.

7.4 Dans tous les cas cependant, le code foncier et l'accord distinct ne sont approuvés que si au moins vingt-cinq pour cent plus un des électeurs ont exprimé un vote favorable.

7.5 Le conseil de la première nation peut, par résolution, augmenter le pourcentage minimum requis en vertu du présent article pour recueillir l'approbation de la communauté.

7.6 A First Nation will take reasonable steps to locate its eligible voters and inform them of

- (a) their right to participate in the approval process and the manner in which that right can be exercised; and
- (b) the content of this Agreement, the individual agreement with the Minister, the proposed land code and the federal legislation.

7.7 Reasonable steps to locate and inform eligible voters may include the following :

- (a) mailing out information to eligible voters at their last known addresses;
- (b) making enquiries of family members and others to locate eligible voters whose addresses are not known or are uncertain;
- (c) making follow up contact with eligible voters by mail or telephone;
- (d) placing advertisements in newspapers circulating in the community and in newspapers circulating in other localities where the number of eligible voters warrants;
- (e) posting notices in the community;
- (f) holding information meetings in the community and in other places where appropriate; and

7.6 Le conseil de la première nation doit prendre des mesures raisonnables pour retrouver les électeurs et les informer :

- a) de leur droit de participer au processus d'approbation et de la manière d'exercer ce droit;
- b) du contenu du présent accord, de l'accord distinct conclu avec le ministre, du projet de code foncier et de la loi de ratification.

7.7 Parmi les mesures raisonnables envisagées pour retrouver les électeurs et les informer, le conseil peut prendre les mesures suivantes :

- a) envoyer par courrier de l'information aux électeurs à leur dernière adresse connue;
- b) s'enquérir auprès des membres de la famille et d'autres personnes afin de retrouver les électeurs dont l'adresse est inconnue ou incertaine;
- c) effectuer un suivi auprès des électeurs par courrier ou par téléphone;
- d) publier des avis dans les journaux distribués dans la communauté et dans toute autre localité où le nombre d'électeurs le justifie;
- e) afficher des avis dans la communauté;
- f) tenir des réunions d'information dans la communauté et à tout autre endroit approprié;

(g) making copies of the documents referred to in clause 7.6(b) available at the administration office of the First Nation and in other places where appropriate.

7.8 A First Nation will, within a reasonable time before the vote, also take appropriate measures to inform other persons having an interest or land right in its lands of the federal legislation, the proposed land code and the date of the vote.

7.9 Where the federal legislation has not yet been enacted when a First Nation proceeds under this clause, Canada will provide the First Nation with a draft copy of its proposed legislation which the First Nation will use to inform its eligible voters and other persons.

7.10 An amendment to a land code must be made in accordance with the procedure in the First Nation's land code.

8. VERIFICATION PROCESS

8.1 Where a First Nation develops a proposed land code and resolves to submit it to the community for approval, an independent person will be appointed as a verifier to monitor and verify the opting in process. The verifier will be chosen in accordance with clause 44.

8.2 The representatives of the First Nation

g) rendre disponible, au bureau d'administration de la première nation et à tout autre endroit approprié, une copie des documents mentionnés à l'alinéa 7.6b).

7.8 La première nation doit prendre dans un délai raisonnable avant le jour du scrutin, des mesures appropriées pour informer les autres personnes ayant un intérêt ou un droit foncier sur ses terres au sujet de la loi de ratification, du projet de code foncier et de la date du scrutin.

7.9 Si la loi de ratification n'a pas encore été adoptée au moment où la première nation met en oeuvre le présent article, le Canada fournira à la première nation une ébauche du projet de loi que la première nation portera à la connaissance des électeurs et des autres personnes concernées.

7.10 Le code foncier d'une première nation est modifié selon la procédure prévue dans celui-ci.

8. PROCESSUS DE VÉRIFICATION

8.1 Lorsqu'une première nation élabore un projet de code foncier et décide de le présenter à la communauté pour approbation, une personne indépendante doit être nommée à titre de vérificateur chargée de surveiller le processus d'adhésion et d'en vérifier la régularité. Le vérificateur est choisi conformément à l'article 44.

8.2 Les représentants de la première nation

and the Minister, who have been assisting in the process of transferring administration of the land, will meet with the verifier and provide information and advice to the verifier, after consulting with their respective Parties.

8.3 The First Nation will submit the following information to the verifier:

- (a) a copy of the proposed land code;
- (b) an initial list of the names of every First Nation member who, according to the First Nation's records at that time, would be eligible to vote on whether to approve the proposed land code; and
- (c) a detailed description of the community approval process that the First Nation proposes to use under clause 7.

8.4 The verifier will

- (a) decide whether the proposed land code conforms with the requirements of clause 5;
- (b) decide whether the proposed community approval process conforms with the requirements of clause 7;
- (c) determine whether the community approval process is conducted in accordance with the process that was confirmed; and
- (d) certify as being valid a First

et du ministre, qui ont participé au processus de transfert de la gestion des terres, rencontrent le vérificateur et lui fournissent renseignements et avis, après avoir consulté leurs Parties respectives.

8.3 La première nation communique au vérificateur les documents suivants :

- a) un exemplaire du projet de code foncier;
- b) la liste initiale des membres de la première nation qui, selon les registres de la première nation disponibles à ce moment, auraient le droit de voter aux fins de l'approbation de ce code;
- c) un exposé détaillé du processus d'approbation de la communauté proposé par la première nation aux termes de l'article 7.

8.4 Le vérificateur a pour mandat:

- a) de décider de la conformité du projet de code foncier avec les exigences de l'article 5;
- b) de décider de la conformité du processus d'approbation de la communauté proposé avec les exigences de l'article 7;
- c) de décider de la conformité du déroulement du scrutin avec le processus retenu pour l'approbation de la communauté;
- d) d'attester la validité du code foncier de

Nation's land code that is properly approved by the First Nation.

la première nation dûment approuvé par elle.

8.5 The verifier also has the power to make a final decision to resolve

8.5 Le vérificateur a également le pouvoir de trancher de façon définitive :

(a) any dispute regarding whether a portion of a reserve may be excluded from a land code pursuant to clause 4.4; and

a) tout différend ayant trait à la question de savoir si une partie d'une réserve peut être soustraite à l'application du code foncier selon l'article 4.4;

(b) any dispute regarding the specifics of the transfer of administration between Canada and the First Nation.

b) tout différend concernant les modalités du transfert des pouvoirs d'administration entre le Canada et la première nation.

8.6 A verifier will make decisions that are consistent with clauses 4.4 and 4.5.

8.6 Les décisions du vérificateur doivent être conformes aux paragraphes 4.4 et 4.5.

8.7 A verifier will not deal with disputes over funding.

8.7 Le vérificateur ne peut être saisi des différends concernant le financement.

8.8 Within 30 days of receiving the First Nation's information pursuant to clause 8.3, the verifier will issue a written notice to the First Nation and the Minister stating whether the proposed land code and community approval process are consistent with this Agreement.

8.8 Le vérificateur émet à la première nation et au ministre, dans les 30 jours de la réception des documents visés à l'article 8.3, un avis écrit indiquant si le projet de code foncier et le processus d'approbation de la communauté proposé sont conformes au présent accord.

8.9 The verifier will provide written reasons to the First Nation and the Minister in any case where he or she decides that the proposed land code and community approval process are not consistent with this Agreement.

8.9 Dans tous les cas où, à son avis, le projet de code foncier ou le processus proposé pour obtenir l'approbation de la communauté ne sont pas conformes au présent accord, le vérificateur consigne par écrit les motifs de cette décision qu'il transmet à la première nation et au ministre.

9. CONDUCT OF COMMUNITY VOTE

9. TENUE DU SCRUTIN

9.1 Once the verifier confirms that the

9.1 Après que le vérificateur ait décidé que

proposed land code and community approval process are consistent with this Agreement, the First Nation may proceed to submit its proposed land code, and the individual agreement with the Minister, for community approval.

9.2 The verifier will publish one or more notices advising the community of the date, time and place of the First Nation's approval vote.

9.3 The verifier may designate one or more assistants to help observe the conduct of the vote.

9.4 The verifier and any assistant observers will have complete authority to observe the approval process.

9.5 Within 15 days of the conclusion of the vote, the verifier will issue a written report to the First Nation and to the Minister on whether the community approval process was conducted in accordance with the process as previously confirmed.

10. CERTIFICATION OF LAND CODE

10.1 Where a First Nation approves a land code and its individual agreement with the Minister, the First nation council must, without delay, send a true copy of the land code to the verifier together with a true copy of the fully signed individual agreement and a statement from the First Nation council that the land code and the individual agreement were properly approved.

le projet de code et le processus proposé pour obtenir l'approbation de la communauté sont conformes au présent accord, la première nation peut soumettre à l'approbation de la communauté le projet de code foncier et l'accord distinct conclu avec le ministre.

9.2 Le vérificateur fait publier un ou plusieurs avis informant la communauté de la date, de l'heure et du lieu du scrutin.

9.3 Le vérificateur peut s'adjoindre un ou plusieurs assistants pour l'aider à surveiller le déroulement du scrutin.

9.4 Le vérificateur et ses adjoints ont pleins pouvoirs pour surveiller le processus d'approbation de la communauté.

9.5 Le vérificateur remet à la première nation et au ministre, dans les 15 jours suivant la fermeture du scrutin, son rapport écrit au sujet de la conformité du déroulement du scrutin avec le processus d'approbation retenu.

10. CERTIFICATION DU CODE FONCIER

10.1 Lorsque la première nation approuve le code foncier et l'accord distinct avec le ministre, le conseil de la première nation adresse au vérificateur, dans les meilleurs délais, une copie certifiée conforme de l'accord distinct entièrement signé et du code foncier approuvé ainsi qu'une déclaration du conseil de la première nation indiquant que le code foncier et l'accord distinct ont été dûment approuvés.

10.2 Upon receiving a copy of a First Nation's land code, signed individual agreement and statement, the verifier will, subject to clause 11, certify the land code as being valid.

10.3 The verifier will immediately provide the First Nation, the Lands Advisory Board and the Minister with a copy of any certified land code.

10.4 The Lands Advisory Board will, in such manner as it considers advisable, publish a notice announcing the certification of a land code and the date the land code takes effect and advising the public of the means of obtaining copies of it.

10.4.1 Certified copies of the land code will be made available to the public at such places deemed necessary by the First Nation.

10.5 Once a land code is certified by a verifier and takes effect, the land code has the force of law and will be given judicial notice.

10.6 A land code that has been certified pursuant to this Agreement is deemed to have been validly approved by the First Nation.

10.7 A land code takes effect on the day that it is certified by the verifier or on such later date as may be specified in the land code.

11. DISPUTED VOTE

11.1 The Minister or any eligible voter may, within five days after the conclusion of the vote, report any irregularity in the voting

10.2 Sur réception de la copie du code foncier, de l'accord distinct signée et de la déclaration, le vérificateur atteste la validité du code foncier, sous réserve de l'article 11.

10.3 Le vérificateur adresse immédiatement à la première nation, au Conseil consultatif des terres et au ministre une copie du code foncier dont il a attesté la validité.

10.4 Le Conseil consultatif des terres publie, selon les modalités qu'il estime appropriées, un avis attestant la validité du code foncier, sa date d'entrée en vigueur et faisant connaître au public la façon de s'en procurer des copies.

10.4.1 Des copies certifiées du code foncier seront mises à la disposition du public aux endroits que la première nation estime appropriés.

10.5 Dès que le code foncier reçoit l'attestation du vérificateur et qu'il entre en vigueur, il a dès lors force de loi et est admis d'office dans toute instance.

10.6 Une fois sa validité attestée conformément au présent accord, le code est réputé avoir été dûment approuvé par la première nation.

10.7 Le code foncier entre en vigueur à la date de l'attestation de sa validité par le vérificateur ou à la date postérieure fixée dans le code.

11. CONTESTATION DU VOTE

11.1 Le ministre ou tout électeur peut, dans les cinq jours suivant la clôture du scrutin, informer le vérificateur de toute

process to the verifier.

11.2 A verifier will not certify a land code if he or she is of the opinion that the following two conditions exist:

(1) the process by which the land code was approved varied from the process previously confirmed by the verifier or was otherwise irregular; and

(2) the land code might not have been approved but for the irregularity in the process.

11.3 Before making a decision under this clause, the verifier will provide the First Nation and the Minister with a reasonable opportunity to make submissions on the issue.

11.4 Any decision by a verifier under this clause must be made within 10 days of the conclusion of the vote.

PART III

FIRST NATION LAND MANAGEMENT RIGHTS AND POWER

12. LAND MANAGEMENT POWERS

12.1 A First Nation with a land code in effect will, subject to clause 13, have the power to manage its First Nation land and exercise its powers under this Agreement.

irrégularité dont a été entaché le déroulement du scrutin.

11.2 Le vérificateur ne peut attester la validité du code foncier s'il en vient aux conclusions suivantes :

(1) d'une part, le déroulement du scrutin n'est pas conforme au processus d'approbation qu'il a lui-même confirmé au préalable ou est autrement entaché d'irrégularité;

(2) d'autre part, le code n'aurait peut-être pas été approuvé sans cette irrégularité.

11.3 Avant de prononcer une décision aux termes du présent article, le vérificateur donne à la première nation et au ministre l'occasion de présenter des observations.

11.4 Toute décision du vérificateur en vertu du présent article doit être prise dans un délai de 10 jours suivant la conclusion du vote.

PARTIE III

DROITS ET POUVOIRS DE GESTION DES TERRES DE PREMIÈRE NATION

12. POUVOIRS DE GESTION DES TERRES

12.1 Dès que le code foncier entre en vigueur, la première nation a le pouvoir de gérer ses terres de première nation et d'exercer ses pouvoirs en vertu du présent accord, sous réserve de l'article 13.

12.2 This power includes

(a) all the rights, powers and privileges of an owner, in relation to its First Nation land; and

(b) the authority to grant interests or land rights and licences in relation to its First Nation land and to manage its natural resources, subject to clauses 3, 18.5 and 23.6.

12.3 In any province or territory other than Quebec, an interest or licence granted in relation to First Nation land is subject to any exception, reservation, condition or limitation established by the First Nation in its land code.

12.3A In the province of Quebec, a land right or licence granted in relation to First Nation land is subject to any exceptions, reservations, conditions or limits established by the First Nation in its land code.

12.4 For any purpose related to First Nation land, a First Nation will have legal capacity to acquire and hold property, to borrow, to contract, to expend and invest money, to be a party to legal proceedings, to exercise its powers and to perform its duties.

12.5 First Nation land, revenues, royalties, profits and fees in respect of that land will be managed by the First Nation council or its delegate for the use and benefit of the First Nation.

12.2 Elle peut notamment :

a) exercer tous les droits, pouvoirs et privilèges d'un propriétaire, pour ce qui est de ses terres de première nation;

b) sous réserve des articles 3, 18.5 et 23.6, attribuer des permis et des intérêts ou droits fonciers relatifs à ses terres de première nation et gérer ses ressources naturelles.

12.3 Dans une province ou un territoire autre que le Québec, un intérêt ou un permis relatif aux terres de première nation est assujéti aux exclusions, réserves, conditions ou délimitations énoncées par la première nation dans son code foncier.

12.3A Dans la province de Québec, un droit foncier ou un permis relatif aux terres de première nation est assujéti aux exceptions, réserves, conditions ou limites énoncées par la première nation dans son code foncier.

12.4 À l'égard de ses terres de première nation, la première nation a la capacité juridique d'acquérir et de détenir des biens, de conclure des contrats et d'emprunter, de dépenser des fonds et de faire des investissements, d'ester en justice et d'exercer ses pouvoirs et attributions.

12.5 Le conseil de la première nation ou son délégué administre les terres de première nation ainsi que les revenus, les redevances, les recettes et les droits y afférents à l'usage et au profit de la première nation.

12.6 If a First Nation establishes an entity for the purpose of administering its First Nation land, the entity shall be deemed to be a legal entity with the capacity, rights, powers and privileges of a natural person.

12.7 A First Nation has the right, in accordance with its land code, to receive and use all moneys acquired by or on behalf of the First Nation under its land code.

12.8 Once a First Nation's land code takes effect, all revenue moneys collected, received or held by Canada for the use and benefit of the First Nation or its members before that date, and from time to time thereafter, shall cease to be Indian moneys under the Indian Act, except for the purposes of paragraph 90 (1) (a), and shall be transferred by Canada to the First Nation

13. PROTECTION OF FIRST NATION LAND

13.1 Title to First Nation land is not changed when a First Nation's land code takes effect.

13.2 The Parties declare that it is of fundamental importance to maintain the amount and integrity of First Nation land.

13.3 First Nation land will not be sold, exchanged, conveyed or transferred, except for any exchange or expropriation of First Nation land made in accordance with this Agreement.

12.6 Si la première nation met sur pied une entité pour gérer ses terres, l'entité est réputée être une entité juridique ayant la capacité, les pouvoirs, les droits et les privilèges d'une personne physique.

12.7 La première nation a, conformément à son code foncier, le droit de recevoir et d'utiliser les sommes acquises par ou pour le compte de la première nation en vertu de son code foncier.

12.8 À compter de la date d'entrée en vigueur du code foncier d'une première nation, les fonds perçus, reçus et détenus par la Canada à l'usage et au profit de la première nation ou de ses membres avant cette date, ainsi que ceux qui le sont après cette date, cessent d'être de l'argent des Indiens aux fins de la Loi sur les Indiens, sauf aux fins de l'alinéa 90(1)a), et sont transférés par le Canada à la première nation.

13. PROTECTION DES TERRES DE PREMIÈRE NATION

13.1 L'entrée en vigueur du code foncier d'une première nation n'a pas pour effet de modifier le titre des terres de première nation.

13.2 Les Parties déclarent reconnaître l'importance fondamentale que revêt la préservation de la superficie et de l'intégrité des terres de première nation.

13.3 Les terres de première nation ne sont pas susceptibles d'être vendues, échangées ou transférées, si ce n'est dans le cadre d'un échange ou d'une expropriation effectué en conformité avec le présent

14. VOLUNTARY EXCHANGE OF FIRST NATION LAND

14.1 A First Nation has the right to exchange a parcel of First Nation land for another parcel of land, if that other parcel of land becomes First Nation land. An exchange of First Nation land may provide for additional compensation, including land that may not become First Nation land, and may be subject to any other terms and conditions.

14.2 Any exchange of First Nation land will require community approval in accordance with the process established in the land code.

14.3 First Nation land will only be exchanged for land that Canada consents to set apart as a reserve. In addition, the agreement of Canada is required on the technical aspects of the exchange.

14.4 The title to the land to be received in exchange for that First Nation land will be transferred to Canada and will be set apart by Canada as a reserve, as of the date of the land exchange or such later date as the First Nation may specify. This does not apply to land that is received by the First Nation as additional compensation and that is not intended to become First Nation land.

14.5 Where an exchange of First Nation land is approved by a First Nation in accordance with its land code, the First Nation can

accord.

14. ÉCHANGE VOLONTAIRE DE TERRES DE PREMIÈRE NATION

14.1 Une première nation a le droit d'échanger une parcelle des terres de première nation contre une autre parcelle, si cette autre parcelle fait dès lors partie des terres de première nation. L'échange peut également comporter une contrepartie supplémentaire, notamment des terres supplémentaires qui ne sont pas destinées à devenir des terres de première nation, et être assorti d'autres conditions.

14.2 Tout échange de terres de première nation doit être approuvé par les membres de la première nation selon les modalités prévues par le code foncier.

14.3 Des terres de première nation ne peuvent être échangées que contre des terres que le Canada accepte de mettre de côté à titre de réserve. L'accord du Canada est également requis quant aux aspects techniques de l'opération.

14.4 Le titre des terres reçues en échange des terres de première nation sera transféré au Canada, qui mettra ces terres de côté à titre de réserve, à la date de l'échange ou à la date ultérieure fixée par la première nation. Cette disposition ne s'applique pas aux terres remises à une première nation à titre de contrepartie supplémentaire et qui ne sont pas destinées à devenir des terres de première nation.

14.5 Lorsque l'échange des terres de première nation est approuvé par la première nation conformément à son code

execute an authorization to Canada to transfer title to the land.

14.6 Upon the issuance to Canada of an authorization to transfer title to First Nation land under clause 14.5, Canada will transfer title to the land in accordance with the authorization and the applicable terms and conditions of the exchange.

14.7 A copy of the instruments or acts transferring title to First Nation land will be registered in the First Nation Lands Register.

14.8 As of the date of the land exchange, or such later date as the First Nation may specify, the description of First Nation land in the land code will be deemed to be amended to delete the description of the First Nation land that was exchanged and to add the description of the First Nation land received in exchange.

14.9 For greater certainty, the First Nation land that was exchanged will cease to be a reserve.

15. IMMUNITY FROM SEIZURE, ETC.

15.1 The Parties confirm that section 29 and subsections 89(1) and (2) of the Indian Act will continue to apply to any reserve that is First Nation land.

15.2 Subsection 89(1.1) of the Indian Act will continue to apply to all leasehold interests or leases that existed when the land code took effect if the First Nation land was

foncier, la première nation peut délivrer au Canada une autorisation de procéder au transfert du titre sur les terres en question.

14.6 Le Canada procède, sur réception de l'autorisation prévue à l'article 14.5, au transfert du titre sur les terres en question, en conformité avec cette autorisation et avec les conditions de l'échange.

14.7 Une copie des instruments ou actes de transfert du titre sur les terres de première nation sera enregistrée dans le registre des terres de premières nations.

14.8 À partir de la date de l'échange de terres, ou à la date ultérieure fixée par la première nation, la description des terres de première nation dans le code foncier est réputée être modifiée de façon à supprimer la description des terres de première nation qui ont été échangées et à ajouter celle des terres de première nation reçues en échange.

14.9 Il est entendu que les terres de première nation qui ont été échangées cessent de constituer une réserve.

15. INSAISSABILITÉ, ETC.

15.1 Les parties confirment que l'article 29 et les paragraphes 89(1) et (2) de la Loi sur les Indiens continuent de s'appliquer aux réserves faisant partie des terres de première nation.

15.2 Le paragraphe 89(1.1) de la Loi sur les Indiens continue de s'appliquer à tous les baux ou intérêts à bail qui existaient lorsque le code foncier est entré en

designated land at that time.

15.3 A land code may provide that some or all of the provisions of subsection 89(1.1) of the Indian Act are also applicable to other leasehold interests or leases in any First Nation lands.

15.4 The Parties confirm that section 87 of the Indian Act continues to apply to First Nation land, so that

(a) the interest of an Indian or a First Nation in a reserve that is First Nation land remains exempt from taxation, subject to section 83 of the Indian Act; and

(b) the personal property or the movables of an Indian or a First Nation, situated on a reserve that is First Nation land, remains exempt from taxation.

16. THIRD PARTY INTERESTS

16.1 Interests or land rights or licences held by third parties or Canada in First Nation land, that exist at the time the land code takes effect, continue in force according to their terms and conditions.

16.2 Any rights of locatees in possession of First Nation land, either by custom or by allotment under the Indian Act, to transfer, lease and share in natural resource revenues will be defined in the land code.

vigueur, dans le cas où les terres de première nation étaient des terres désignées à ce moment.

15.3 Le code foncier peut énoncer que les dispositions du paragraphe 89(1.1) de la Loi sur les Indiens sont également applicables, en tout ou en partie, aux autres baux ou intérêts à bail sur les terres de première nation.

15.4 Les parties confirment que l'article 87 de la Loi sur les Indiens continue de s'appliquer aux terres de première nation de façon à ce que:

a) le droit d'un Indien ou d'une première nation sur une réserve faisant partie des terres de première nation demeure exempté de taxation, sous réserve de l'article 83 de la Loi sur les Indiens;

b) les biens personnels ou les meubles d'un Indien ou d'une première nation situés sur une réserve faisant partie des terres de la première nation demeurent exemptés de taxation.

16. INTÉRÊTS DES TIERS

16.1 Les intérêts ou droits fonciers ou les permis que détiennent les tiers ou le Canada sur des terres de première nation lorsque le code foncier entre en vigueur continuent d'avoir effet selon leurs conditions.

16.2 Les droits des occupants en possession de terres de première nation, que ce soit conformément à la coutume ou par attribution aux termes de la Loi sur les Indiens, en matière de transfert, de bail et

16.3 Once a land code takes effect, no interest, land right or licence in relation to First Nation land may be acquired or granted except in accordance with the land code.

16.4 For greater certainty, disputes in relation to third party interests shall be dealt with in the forum identified or established in a land code pursuant to clause 5.2(g).

17. EXPROPRIATION BY FIRST NATIONS

17.1 A First Nation with a land code in effect has the right to expropriate interests or land rights in First Nation lands without consent if deemed by the First Nation council to be necessary for community works or other First Nation purposes.

17.2 A First Nation's power of expropriation will be exercised in accordance with the rules and procedures specified in its land code, its laws and this Agreement.

17.3 In any province or territory other than Québec, an interest in First Nation land that a First Nation expropriates becomes the property of the First Nation free of any previous claim or encumbrance in respect of the interest.

17.3A In the province of Québec, the First Nation that expropriates a land right in its First Nation lands becomes the holder of that

de partage des revenus provenant de ressources naturelles seront définis par le code foncier.

16.3 Après l'entrée en vigueur du code foncier, les permis, les intérêts ou droits fonciers concernant les terres de première nation ne peuvent être acquis ou accordés qu'en conformité avec ce code.

16.4 Il est entendu que les différends relatifs aux intérêts des tiers sont réglés selon ce que prévoit le code foncier conformément à l'alinéa 5.2g).

17. EXPROPRIATION PAR LES PREMIÈRES NATIONS

17.1 La première nation ayant un code foncier en vigueur a le droit d'exproprier sans consentement des intérêts ou droits fonciers sur ses terres de première nation, si le conseil de la première nation estime en avoir besoin pour réaliser des ouvrages communautaires ou à d'autres fins de la première nation.

17.2 La première nation procède à l'expropriation conformément aux règles et procédures établies dans son code foncier, à ses textes législatifs et au présent accord.

17.3 Un intérêt sur les terres de première nation dans une province ou un territoire autre que le Québec exproprié par la première nation devient la propriété de celle-ci, libre de toute réclamation ou tout grèvement antérieurs quant à cet intérêt.

17.3A La première nation qui exproprie un droit foncier sur ses terres de première nation dans la province de Québec devient

right free of any previous right, charge or claim in respect of that land right.

17.4 A First Nation that expropriates an interest or land right in First Nation land will give fair compensation based on the heads of compensation set out in the Expropriation Act (Canada).

17.5 A First Nation will establish a mechanism to resolve disputes over compensation it pays for expropriation.

17.6 Any interest in First Nation land that was obtained pursuant to section 35 of the Indian Act or any interest or land right that has been acquired by Canada, or that is acquired after this Agreement comes into force by Canada in accordance with this Agreement, is not subject to First Nation expropriation.

17.7 A First Nation is not precluded from entering into an agreement with a utility or public body for the purpose of granting it an interest or land right in First Nation land that is exempt from expropriation by the First Nation.

17.8 No expropriation of an interest or land right in First Nation land by a First Nation takes effect earlier than either of the following days:

(a) the date the notice of expropriation is registered in the First Nation Lands Register; or

titulaire de ce droit foncier, libre de tout droit, charge ou réclamation antérieurs.

17.4 La première nation qui exproprie un intérêt ou droit foncier sur ses terres de première nation est tenue de verser une indemnité équitable, calculée selon les règles énoncées dans la Loi sur l'expropriation (Canada).

17.5 La première nation est tenue de mettre sur pied un mécanisme de règlement des différends relatifs à l'indemnisation qu'elle paye pour les expropriations.

17.6 Ne sont toutefois pas susceptibles d'expropriation par la première nation les intérêts ou les droits fonciers sur les terres de première nation obtenus sous le régime de l'article 35 de la Loi sur les Indiens ou qui ont été acquis par le Canada ou encore qui seront acquis par le Canada après l'entrée en vigueur du présent accord conformément à celui-ci.

17.7 Il n'est pas interdit à la première nation de conclure avec un organisme public ou une société de service public un accord lui attribuant un intérêt ou un droit foncier sur les terres de première nation non susceptible d'être exproprié par la première nation.

17.8 L'expropriation par une première nation d'un intérêt ou d'un droit foncier sur les terres de première nation ne prend effet qu'à la première des dates suivantes :

a) la date d'inscription de l'avis d'expropriation dans le registre des terres de la première nation;

(b) the 30th day after the day the last copy of the notice is served.

PART IV FIRST NATION LAW MAKING

18. LAW MAKING POWERS

18.1 The council of a First Nation with a land code in effect will have the power to make laws, in accordance with its land code, respecting the development, conservation, protection, management, use and possession of First Nation land and interests or land rights and licences in relation to that land. This includes laws on any matter necessary or ancillary to the making of laws in relation to First Nation land.

18.2 The following examples illustrate some of the First Nation laws contemplated by the Parties:

- (a) laws on the regulation, control and prohibition of zoning, land use, subdivision control and land development;
- (b) laws on the creation, regulation and prohibition of interests or land rights and licences in relation to First Nation land;
- (c) laws on environmental assessment and protection;
- (d) laws on the provision of local

b) le 30^e jour suivant la signification de la dernière copie de cet avis.

PARTIE IV POUVOIRS DE LÉGIFÉRER DE LA PREMIÈRE NATION

18. POUVOIRS DE LÉGIFÉRER

18.1 Le conseil de la première nation ayant un code foncier en vigueur peut édicter des textes législatifs, conformément à celui-ci, concernant le développement, la conservation, la protection, la gestion, l'utilisation et la possession des terres de première nation et des intérêts ou droits fonciers et permis les concernant. Cela comprend les textes législatifs portant sur des questions nécessaires ou afférentes à l'élaboration des textes législatifs relatifs aux terres de première nation.

18.2 Les exemples qui suivent illustrent certaines des fins pour lesquelles les premières nations peuvent adopter des textes législatifs, comme l'envisagent les Parties :

- a) pour réglementer, régir ou interdire le zonage, l'aménagement, l'utilisation, le lotissement ou la mise en valeur des terres;
- b) pour créer et réglementer les permis et les intérêts ou les droits fonciers relatifs aux terres de première nation ou prévoir des interdictions à cet égard;
- c) pour régir la protection de l'environnement et l'évaluation environnementale;

services in relation to First Nation land and the imposition of equitable user charges; and

(e) laws on the provision of services for the resolution, outside the courts, of disputes in relation to First Nation land.

18.3 A land code will not address the taxation of real or personal property or of immovables or movables. Section 83 of the Indian Act will continue to apply.

18.4 In any proceeding, a copy of a First Nation law, appearing to be certified as a true copy by an officer of the First Nation is, without proof of the officer's signature or official character, evidence of its enactment on the date specified in the law.

18.5 This Agreement does not affect or extend existing rights and powers, or create additional rights and powers, related to fisheries.

19. ENFORCEMENT OF FIRST NATION LAWS

19.1 To enforce its land code and its First Nation laws, a First Nation will have the power to

(a) establish offences that are punishable on summary conviction;

(b) provide for fines, imprisonment,

d) pour régir la prestation de services locaux relatifs aux terres de première nation et l'imposition de frais équitables à leurs usagers;

e) pour régir la prestation de services de règlement extrajudiciaire des différends relatifs aux terres de première nation.

18.3 Le code foncier ne traite pas de l'imposition des biens réels ou personnels ou des immeubles ou meubles. L'article 83 de la Loi sur les Indiens continue de s'appliquer.

18.4 La copie d'un texte législatif de la première nation paraissant certifiée conforme par un fonctionnaire de la première nation fait foi, dans le cadre de toute procédure, de son adoption à la date qui y est inscrite sans qu'il soit nécessaire de prouver l'authenticité de la signature ou la qualité officielle du signataire.

18.5 Le présent accord ne modifie en rien les droits et pouvoirs actuels relatifs aux pêcheries, ni ne crée des droits ou pouvoirs additionnels à cet égard.

19. CONTRÔLE D'APPLICATION DES TEXTES LÉGISLATIFS DE LA PREMIÈRE NATION

19.1 Aux fins de contrôle d'application de son code foncier et de ses textes législatifs, la première nation peut :

a) créer des infractions punissables par procédure sommaire;

b) prévoir des peines, notamment les

restitution, community service, and alternate means for achieving compliance; and

(c) establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information.

19.2 First Nation laws may adopt or incorporate by reference the summary conviction procedures of the Criminal Code for the purpose of enforcement.

19.3 Persons may be appointed by the First Nation or the Governor in Council to act as justices of the peace for the purposes of enforcement. If no justice of the peace is appointed, then First Nation laws will be enforced through the provincial courts.

19.4 A person appointed as a justice of the peace under this clause will have jurisdiction to try offences established by or under a land code or a First Nation law.

19.5 Decisions made by a justice of the peace appointed under this clause may be appealed to a court of competent jurisdiction.

19.6 The First Nation will protect the independence of each justice of the peace it appoints in a way similar to that in a province, for example tenure, removal and

amendes, l'emprisonnement, la restitution, les travaux d'intérêt collectif ou toute autre mesure de nature à assurer l'observation de ces textes;

c) établir, conformément aux lois fédérales, des mesures de contrôle d'application de ces textes notamment en matière d'inspection, de perquisition, de saisie, de prise d'échantillons, d'examen et de communication de renseignements.

19.2 Les textes législatifs de la première nation peuvent, à ces fins, reproduire ou incorporer par renvoi la procédure sommaire du Code criminel.

19.3 La première nation ou le gouverneur en conseil peut nommer des juges de paix chargés d'assurer le contrôle d'application des textes législatifs de la première nation. En l'absence de juges de paix, les poursuites relatives aux textes législatifs de la première nation sont instruites devant les tribunaux provinciaux.

19.4 Il relève de la compétence du juge de paix nommé aux termes du présent article d'instruire les poursuites relatives aux infractions créées par un code foncier ou par un texte législatif de la première nation.

19.5 Les décisions du juge de paix nommé aux termes du présent article sont susceptibles d'appel devant un tribunal compétent.

19.6 La première nation est tenue de protéger l'indépendance des juges de paix qu'elle nomme, de façon analogue à ce que font les provinces, par exemple la durée de

remuneration.

19.7 The First Nation and Canada may enter into agreements for the training, supervision and administrative support for justices of the peace appointed by the First Nation. Provinces may also be parties to such agreements with First Nations.

19.8 The First Nation and Canada will enter into an agreement for the appointment, training, supervision and administrative support for any justice of the peace appointed under this clause by the Governor in Council. The affected province will be invited to participate in the development of and be a party to such agreement.

19.9 For the purpose of prosecuting offences, the First Nation will follow one or more of these options:

- (a) retain its own prosecutor;
- (b) enter into an agreement with Canada and the government of the province to arrange for a provincial prosecutor; or
- (c) enter into an agreement with Canada to arrange for a federal agent to prosecute these offenses.

20. APPLICATION OF FEDERAL LAWS

20.1 Federal laws applicable on First Nation land will continue to apply, except to the extent that they are inconsistent with the

leur mandat, leur destitution et leur rémunération.

19.7 La première nation et le Canada peuvent conclure des ententes concernant la formation, la surveillance et le soutien administratif des juges de paix nommés par la première nation. Les provinces peuvent également être parties à ces ententes avec les premières nations.

19.8 La première nation et le Canada sont tenus de conclure une entente relativement à la nomination, la formation, la surveillance et le soutien administratif des juges de paix nommés aux termes du présent article par le gouverneur en conseil. La province concernée sera invitée à participer à l'élaboration de cette entente et à être partie à celle-ci.

19.9 Aux fins des poursuites, la première nation peut se prévaloir d'une ou de plusieurs des mesures suivantes :

- a) embaucher ses propres procureurs;
- b) conclure avec le Canada et le gouvernement provincial concerné une entente prévoyant le recours à un procureur provincial;
- c) conclure avec le Canada une entente prévoyant le recours à un mandataire fédéral.

20. APPLICATION DES LOIS FÉDÉRALES

20.1 Les lois fédérales applicables sur les terres de première nation continuent de s'appliquer à celles-ci sauf dans la mesure

federal legislation.

20.2 Notwithstanding any inconsistency with the federal legislation, the Emergencies Act will apply on First Nation land, but any appropriation of an interest or land right in First Nation land under the Emergencies Act shall be authorized expressly by an order in council.

20.3 For greater certainty, and subject to Part VII, the Atomic Energy Control Act or any successor legislation continue to apply to First Nation lands.

21. INAPPLICABLE SECTIONS OF INDIAN ACT AND REGULATIONS

21.1 Once a land code takes effect, the First Nation, its members and its First Nation land will not be subject to the following:

- (a) sections 18 to 20 and 22 to 28 of the Indian Act;
- (b) sections 30 to 35 of the Indian Act;
- (c) sections 37 to 41 of the Indian Act;
- (d) sections 49, 50(4) and 53 to 60 of the Indian Act;
- (e) sections 66, 69 and 71 of the Indian Act;

où elles sont incompatibles avec la loi de ratification.

20.2 La Loi sur les mesures d'urgence est applicable sur les terres de première nation, même si elle est incompatible avec la loi de ratification. Cependant, la réquisition d'intérêts ou de droits fonciers sur les terres de première nation aux termes de la Loi sur les mesures d'urgence doit être expressément autorisée par un décret.

20.3 Sous réserve de la partie VII, il est entendu que la Loi sur le contrôle de l'énergie atomique, ou toute loi qui la remplace, continue de s'appliquer sur les terres de première nation.

21. INAPPLICABILITÉ DE CERTAINS ARTICLES DE LA LOI SUR LES INDIENS ET DES RÈGLEMENTS Y AFFÉRENTS

21.1 Dès l'entrée en vigueur de son code foncier, la première nation, ses membres et les terres de première nation, cessent d'être assujettis aux dispositions suivantes :

- a) les articles 18 à 20 et 22 à 28 de la Loi sur les Indiens;
- b) les articles 30 à 35 de la Loi sur les Indiens;
- c) les articles 37 à 41 de la Loi sur les Indiens;
- d) l'article 49, le paragraphe 50(4) et les articles 53 à 60 de la Loi sur les Indiens;
- e) les articles 66, 69 et 71 de la Loi sur les

- (f) section 93 of the Indian Act;
- (g) regulations made under section 57 of the Indian Act; and
- (h) regulations made under sections 42 and 73 of the Indian Act to the extent that they are inconsistent with this Agreement or the land code or the laws of the First Nation.

22. EXISTING FIRST NATION BY-LAWS

22.1 A First Nation will continue to have the authority under the Indian Act to make by-laws.

PART V ENVIRONMENT

23. GENERAL PRINCIPLES

23.1 The council of a First Nation with a land code in effect will have the power to make environmental laws relating to First Nation land.

23.2 The Parties intend that there should be both an environmental assessment and an environmental protection regime for each First Nation.

23.3 The principles of these regimes are set out below.

Indiens;

f) l'article 93 de la Loi sur les Indiens;

g) les règlements pris en application de l'article 57 de la Loi sur les Indiens;

h) les règlements pris en application des articles 42 et 73 de la Loi sur les Indiens dans la mesure où ils sont incompatibles avec le présent accord, avec le code foncier ou avec les textes législatifs de la première nation.

22. RÈGLEMENTS ADMINISTRATIFS ACTUELS DE LA PREMIÈRE NATION

22.1 La première nation conserve le pouvoir d'adopter des règlements administratifs aux termes de la Loi sur les Indiens.

PARTIE V ENVIRONNEMENT

23. PRINCIPES GÉNÉRAUX

23.1 Le conseil de la première nation ayant un code foncier en vigueur a le pouvoir d'édicter des textes législatifs de nature environnementale concernant les terres de première nation.

23.2 Les Parties s'entendent pour qu'il y ait un régime de protection de l'environnement et un régime d'évaluation environnementale pour chaque première nation.

23.3 Les principes de ces régimes sont énoncés ci-dessous.

23.4 The environmental assessment and protection regimes will be implemented through First Nation laws.

23.5 The Parties agree to harmonize their respective environmental regimes and processes, with the involvement of the provinces where they agree to participate, to promote effective and consistent environmental regimes and processes and to avoid uncertainty and duplication.

23.6 This Agreement is not intended to affect rights and powers relating to migratory birds or endangered species. These matters may be dealt with in the context of other negotiations. This Agreement is not intended to determine or prejudice the resolution of these issues.

24. ENVIRONMENTAL MANAGEMENT

24.1 Subject to clause 27, a First Nation with a land code in effect will develop an environmental protection regime, with the assistance of the appropriate federal agencies to the extent that they agree to participate.

24.2 Each First Nation agrees to

harmonize environmental protection with the province in which the First Nation is situated, where the province agrees to participate

23.4 Les régimes de protection et d'évaluation environnementales seront mis en oeuvre par des textes législatifs de la première nation.

23.5 Les Parties conviennent d'harmoniser leurs régimes et processus environnementaux respectifs, en invitant les provinces à participer à cette opération si celles-ci le souhaitent, dans le but de promouvoir l'uniformité et l'efficacité des régimes et processus environnementaux et d'éviter les incertitudes et le double emploi.

23.6 Le présent accord n'a pas pour effet de modifier les droits et pouvoirs concernant les oiseaux migrateurs et les espèces en voie de disparition. Ces questions pourront faire l'objet d'autres négociations. Le présent accord n'a pas pour objet de déterminer la résolution de ces questions ou d'y porter préjudice.

24. GESTION DE L'ENVIRONNEMENT

24.1 Sous réserve de l'article 27, une première nation qui a un code foncier en vigueur élaborera un régime de protection environnementale, avec l'appui des organismes fédéraux concernés, dans la mesure où la province accepte de participer.

24.2 Chaque première nation accepte d'harmoniser son régime de protection environnementale avec celui de la province où elle est située, dans la mesure où la province accepte de participer.

24.3 The First Nation environmental protection standards and punishments will have at least the same effect as those in the laws of the province in which the First Nation is situated.

24.4 For greater certainty, if there is an inconsistency between the provision of a federal law respecting the protection of the environment and a provision in a land code or First Nation law respecting the protection of the environment, the federal provision will prevail to the extent of any inconsistency.

25. ENVIRONMENTAL ASSESSMENT

25.1 Subject to clause 27, a First Nation will, with the assistance of the Lands

24.3 Les normes de protection environnementale et pénalités de la première nation devront avoir au moins l'effet équivalent à celui des lois de la province où se situe la première nation.

24.4 Il est entendu qu'en cas d'incompatibilité entre une disposition d'une loi fédérale en matière de protection de l'environnement et une disposition d'un code foncier ou d'un texte législatif des premières nations en matière de protection de l'environnement, la disposition fédérale l'emporte dans la mesure de l'incompatibilité.

25. ÉVALUATION ENVIRONNEMENTALE

25.1 Sous réserve de l'article 27, la première nation s'efforce, avec l'aide du

Advisory Board and the appropriate federal agencies, make best efforts to develop an environmental assessment process within one year after the First Nation's land code takes effect, or within such longer period as the Minister and the First Nation may agree to.

25.2 The First Nation and the Minister will, in the individual agreement referred to in clause 6, address how to conduct the environmental assessment of projects on First Nation land during the interim period until the First Nation's environmental assessment process is developed.

25.3 The First Nation's environmental assessment process will be consistent with requirements of the Canadian Environmental Assessment Act.

25.4 The First Nation's environmental assessment process will be triggered in appropriate cases where the First Nation is approving, regulating, funding or undertaking a project on First Nation land. The assessment will occur as early as possible in the planning stages of the project before an irrevocable decision is made.

25.5 The Parties agree that section 10 of the Canadian Environmental Assessment Act will not apply to projects located on First Nation land.

Conseil consultatif des terres et des organismes fédéraux intéressés, d'élaborer un processus d'évaluation environnementale dans l'année suivant l'entrée en vigueur du code foncier de la première nation ou dans un délai plus long convenu entre le ministre et la première nation.

25.2 L'accord distinct conclu entre la première nation et le ministre conformément à l'article 6 doit prévoir les modalités de l'évaluation environnementale des projets devant être réalisés sur les terres de première nation au cours de la période transitoire, jusqu'à ce que la première nation ait élaboré un processus d'évaluation environnementale.

25.3 Le processus d'évaluation environnementale mis sur pied par la première nation doit être compatible avec les exigences de la Loi canadienne sur l'évaluation environnementale.

25.4 Sera un élément déclencheur du processus d'évaluation environnementale dans les cas indiqués, tout projet sur les terres de première nation devant être réalisé, financé, approuvé ou réglementé par celle-ci. Cette évaluation doit s'effectuer le plus tôt possible au cours des premières étapes de la planification du projet avant que des décisions irrévocables ne soient prises.

25.5 Les Parties conviennent que l'article 10 de la Loi canadienne sur l'évaluation environnementale ne s'applique pas aux projets situés sur les terres de première nation.

25.6 The Parties agree to use their best efforts to implement the principle that the First Nation's environmental assessment process be used where an environmental assessment of a project on First Nation land is required by the Canadian Environmental Assessment Act.

25.7 The Parties agree to develop a plan to harmonize their respective environmental assessment processes, with the involvement of the provinces where they agree to participate.

26. OTHER AGREEMENTS

26.1 The First Nation and Canada recognize that it may be advisable to enter into other agreements with each other and other jurisdictions to deal with environmental issues like harmonization, implementation, timing, funding and enforcement.

26.2 Where matters being negotiated pursuant to clause 26.1 normally fall within provincial jurisdiction, or may have significant impacts beyond the boundaries of First Nation land, the parties will invite the affected province to be a party to such negotiations and resulting agreements.

27. RESOURCES

27.1 The Parties understand that the obligation of a First Nation to establish

25.6 Les Parties s'efforceront de mettre en œuvre le principe selon lequel le processus d'évaluation environnementale de la première nation sera appliqué lorsque la Loi canadienne sur l'évaluation environnementale exige qu'un projet devant être réalisé sur des terres de première nation fasse l'objet d'une telle évaluation.

25.7 Les Parties conviennent d'élaborer un plan visant à harmoniser leurs processus d'évaluation environnementale respectifs, avec la participation des provinces si celles-ci le souhaitent.

26. AUTRES ENTENTES

26.1 La première nation et le Canada reconnaissent qu'il pourrait être souhaitable de conclure d'autres ententes, entre elles et avec d'autres gouvernements, dans le domaine de l'environnement, notamment au sujet des questions d'harmonisation, de mise en œuvre, de calendrier, de financement et de contrôle d'application.

26.2 Si une question faisant l'objet de négociation en vertu de l'article 26.1 relève normalement de la compétence de la province, ou si de telles questions sont susceptibles d'avoir des effets importants à l'extérieur des terres de première nation, les Parties inviteront la province concernée à être partie à ces négociations et à l'entente qui en résulte.

27. RESSOURCES

27.1 Les Parties reconnaissent qu'une première nation ne peut remplir son

environmental assessment and environmental protection regimes depends on adequate financial resources and expertise being available to the First Nation.

PART VI FUNDING

28. APPROPRIATION

28.1 Any amounts provided by Canada to the First Nations pursuant to funding arrangements in relation to First Nation land shall be paid out of such moneys as may be appropriated by Parliament for this purpose.

29. DEVELOPMENTAL FUNDING

29.1 Canada and the Lands Advisory Board will enter into a funding arrangement to allow the First Nations to develop land codes and community approval processes for their land codes, to negotiate the individual agreements mentioned in clause 6 and to seek community approval under clause 7.

30. OPERATIONAL FUNDING

30.1 An individual agreement between the Minister and a First Nation will determine the resources to be provided by Canada to the First Nation to manage First Nation lands and make, administer and enforce its laws under a land code. The agreement will determine specific funding issues, for example period of time, and terms and

obligation relative à l'établissement de régimes de protection et d'évaluation environnementales que si elle dispose des ressources financières et de l'expertise nécessaires.

PARTIE VI FINANCEMENT

28. CRÉDITS

28.1 Les sommes versées par le Canada aux premières nations conformément aux ententes en matière de financement à l'égard des terres de première nation sont prélevées sur les crédits affectés à cette fin par le Parlement.

29. FINANCEMENT DE DÉMARRAGE

29.1 Le Canada et le Conseil consultatif des terres sont tenus de conclure une entente de financement pour permettre aux premières nations d'élaborer leur code foncier et leur processus d'approbation de la communauté relatif à ce code, de négocier l'accord distinct mentionné à l'article 6 et d'obtenir l'approbation de la communauté prévue à l'article 7.

30. FINANCEMENT DE FONCTIONNEMENT

30.1 L'accord distinct conclu entre le ministre et la première nation fixera les ressources que le Canada s'engage à fournir à la première nation pour que celle-ci gère les terres de première nation et édicte, administre et applique les textes législatifs de la première nation pris en vertu du code foncier. L'accord précisera

conditions.

30.2 A method for allocating such operating funds as may have been appropriated by Parliament will be developed by the Parties and the Lands Advisory Board.

30.3 Unless a First Nation and Canada agree otherwise, an individual agreement respecting the provision of funding under this clause will have a maximum term of five years and will include provisions for its amendment and renegotiation.

31. LANDS ADVISORY BOARD FUNDING

31.1 Canada will enter into a funding arrangement with the Lands Advisory Board for the five year period following the coming into force of this Agreement.

PART VII EXPROPRIATION OF FIRST NATION LAND BY CANADA

32. RESTRICTIONS

32.1 In accordance with the principle stated in clause 13.2, the Parties agree, as a general principle, that First Nation lands will not be subject to expropriation.

32.2 Despite the general principle against expropriation, First Nation land may be expropriated by Canada

(a) only with the consent of the

les différents aspects du financement, par exemple sa périodicité et ses modalités.

30.2 Les Parties et le Conseil consultatif des terres sont tenus d'élaborer une méthode d'attribution des fonds de fonctionnement autorisés par le Parlement.

30.3 À défaut d'entente contraire de la première nation et du Canada, l'accord distinct concernant le financement prévu par le présent article sera en vigueur pour une durée maximale de cinq ans et prévoira des dispositions concernant sa modification et sa renégociation.

31. FINANCEMENT DU CONSEIL CONSULTATIF DES TERRES

31.1 Le Canada est tenu de conclure avec le Conseil consultatif des terres une entente de financement qui portera sur une période de cinq ans à partir de l'entrée en vigueur du présent accord.

PARTIE VII EXPROPRIATION DE TERRES DE PREMIÈRES NATIONS PAR LE CANADA

32. RESTRICTIONS

32.1 Conformément au principe énoncé à l'article 13.2, les parties conviennent qu'en règle générale, les terres de première nation ne peuvent faire l'objet d'une expropriation.

32.2 Malgré le principe général voulant que les terres ne puissent faire l'objet d'une expropriation, le Canada peut toutefois exproprier les terres de première nation, si les conditions suivantes sont

Governor in Council; and

(b) only by and for the use of a federal department or agency.

32.3 The Governor in Council will only consent to an expropriation of First Nation land if the expropriation is justifiable and necessary for a federal public purpose that serves the national interest.

32.4 When making a decision to expropriate First Nation land, the Governor in Council, in addition to other steps that may be required before making such a decision, will at a minimum follow these steps:

(a) it will consider using means other than expropriation and will use those other means where reasonably feasible;

(b) it will use non-First Nation land, where such land is reasonably available;

(c) if it must use First Nation land, it will make reasonable efforts to acquire the land through agreement with the First Nation, rather than by expropriation;

(d) if it must expropriate First Nation land, it will expropriate only the smallest interest or land right necessary and for the shortest time required; and

réunies :

a) le gouverneur en conseil y consent;

b) l'expropriation est faite par un ministère ou un organisme fédéral pour ses seuls besoins.

32.3 Le gouverneur en conseil ne consentira à l'expropriation de terres de première nation que si cela est justifiable et nécessaire à des fins d'intérêt public national relevant de la compétence fédérale.

32.4 Avant de donner son consentement à une expropriation de terres de première nation, le gouverneur en conseil, en plus des autres mesures qui peuvent être requises, prendra au moins les mesures suivantes :

a) il envisagera d'autres moyens que l'expropriation et utilisera ces moyens lorsque cela est raisonnablement faisable;

b) il utilisera des terres autres que celles d'une première nation, lorsque de telles terres sont raisonnablement disponibles;

c) s'il faut utiliser des terres de première nation, il s'efforcera de procéder à l'acquisition des terres par convention avec la première nation et non par expropriation;

d) s'il doit exproprier des terres de première nation, il veillera à ce que l'expropriation se limite au strict nécessaire, tant en ce qui touche l'étendue de l'intérêt ou du droit foncier que la

(e) in every case, it will first provide the First Nation with information relevant to the expropriation.

32.5 Prior to the Governor in Council issuing an order consenting to the expropriation of First Nation land, the federal department or agency will make public a report on the reasons justifying the expropriation and the steps taken in satisfaction of this clause and will provide a copy of the report to the First Nation.

32.6 Where a First Nation objects to a proposed expropriation it may refer the issue to an independent third party for a neutral evaluation under Part IX, within 60 days of the release of the report referred to in clause 32.5.

32.7 An order of the Governor in Council consenting to the expropriation will not be issued earlier than

(a) the end of the 60 day period referred to in clause 32.6; or

(b) the day the opinion or recommendation of the neutral evaluator is released, where the First Nation referred the proposed expropriation to an independent evaluator under clause 32.6.

33. COMPENSATION BY CANADA

période pour laquelle il est exproprié;

e) dans tous les cas, il communiquera d'abord à la première nation tous les renseignements se rapportant à l'expropriation.

32.5 Avant que le gouverneur en conseil ne prenne un décret consentant à l'expropriation de terres de première nation, le ministère ou l'organisme fédéral est tenu de publier un rapport qui énonce les motifs la justifiant et les mesures prises en application du présent article et de fournir en même temps une copie de ce rapport à la première nation.

32.6 Si une première nation s'oppose à un projet d'expropriation, elle peut, dans les 60 jours de la publication du rapport mentionné à l'article 32.5, renvoyer l'affaire à une tierce partie indépendante pour conciliation aux termes de la Partie IX.

32.7 Un décret du gouverneur en conseil consentant à l'expropriation ne sera pas émis avant :

a) soit l'expiration du délai de 60 jours prévu à l'article 32.6;

b) soit le jour où l'opinion ou la recommandation du conciliateur est publiée, si la première nation renvoie le projet d'expropriation à un conciliateur, en application de l'article 32.6.

33. INDEMNISATION PAR LE CANADA

33.1 In the event of the expropriation of First Nation land by Canada under this Part, Canada will provide compensation to the First Nation in accordance with this clause.

33.2 The compensation will include alternate land of equal or greater size or of comparable value. If the alternate land is of less than comparable value, then additional compensation will be provided. The alternate land may be smaller than the land being expropriated only if that does not result in the First Nation having less land area than when its land code took effect.

33.3 The total value of the compensation provided by Canada under this clause will be based on the following:

- (a) the market value of the land or interest or land right that is acquired;
- (b) the replacement value of any improvement to the land that is acquired;
- (c) the damages attributable to disturbance;
- (d) the value of any special economic advantage arising out of or incidental to the occupation or use of the affected First Nation land to the extent that this value is not otherwise

33.1 Si le Canada exproprie des terres de première nation sous le régime de la présente partie, il est tenu d'indemniser la première nation conformément aux termes du présent article.

33.2 L'indemnité comprendra des terres substitutives ayant une superficie égale ou supérieure ou ayant une valeur comparable à celles qui ont été expropriées. Si les terres substitutives ont une valeur inférieure aux terres expropriées, le Canada est alors tenu d'offrir une indemnité supplémentaire. Les terres substitutives peuvent avoir une superficie moindre que les terres expropriées seulement si, à la suite de l'opération, la première nation dispose d'une superficie de terres qui n'est pas inférieure à celle qu'elle avait lorsque son code foncier est entré en vigueur.

33.3 La valeur totale de l'indemnité versée par le Canada aux termes du présent article doit tenir compte des éléments suivants :

- a) la valeur marchande des terres ou de l'intérêt ou du droit foncier acquis;
- b) la valeur de remplacement des améliorations apportées aux terres acquises;
- c) les dommages attribuables au trouble de jouissance;
- d) la valeur de tout avantage économique particulier découlant ou résultant de l'occupation ou de l'utilisation des terres de première nation concernée, dans la mesure où cette valeur n'a pas déjà donné lieu à

compensated;

(e) damages for any reduction in the value of a remaining interest or land right; and

(f) damages for any adverse effect on any cultural or other special value of the land.

33.4 If the value and nature of the compensation cannot be agreed upon by the federal department or agency and the affected First Nation, either party may refer a dispute on compensation to arbitration under Part IX.

33.5 In any province or territory other than Québec, any claim or encumbrance in respect of the interest, or in Québec any right, charge or claim in respect of the land right, expropriated by Canada may only be claimed against the amount of compensation that is otherwise payable to the person or entity whose interest or land right is being expropriated.

33.6 Interest on the compensation is payable from the date the expropriation takes effect, at the same rate as for prejudgment interest in the superior court of the province in which the First Nation land is located.

34. STATUS OF LANDS

34.1 Where less than the full interest or only part of the land right of the First Nation in

une indemnité;

e) les dommages attribuables à la diminution de la valeur de l'intérêt ou du droit foncier non exproprié;

f) les dommages attribuables aux répercussions négatives sur la valeur culturelle ou toute autre valeur particulière de ces terres.

33.4 En cas de différend relatif à la valeur ou à la nature de l'indemnité, le ministère ou l'organisme fédéral ou la première nation peut saisir un arbitre de tout différend relatif à l'indemnité aux termes de la Partie IX.

33.5 Dans les provinces ou territoires autres que le Québec, le recouvrement de toute réclamation ou tout grèvement concernant l'intérêt exproprié par le Canada, ou dans la province de Québec, le recouvrement de tout droit, charge ou réclamation concernant le droit foncier ainsi exproprié, ne peut être demandé que jusqu'à concurrence de l'indemnité par ailleurs payable à la personne ou à l'entité dont l'intérêt ou le droit foncier est visé par l'expropriation.

33.6 L'indemnité porte intérêt à partir de la prise d'effet de l'expropriation, au taux applicable à l'intérêt avant jugement applicable devant la Cour supérieure de la province où sont situées les terres de première nation.

34. STATUT DES TERRES

34.1 Dans les cas où l'expropriation par le Canada porte sur moins que la totalité de

First Nation land is expropriated by Canada,

(a) the land retains its status as First Nation land;

(b) the land remains subject to the land code and to any law of the First Nation that is otherwise applicable, except to the extent the land code or law is inconsistent with the expropriation; and

(c) the First Nation may continue to use and occupy the land, except to the extent the use or occupation is inconsistent with the expropriation.

34.2 Alternate land accepted by the First Nation as part of the compensation will become both a reserve and First Nation land.

35. REVERSION OR RETURN OF INTERESTOR LAND RIGHT IN FIRST NATION LAND

35.1 In any province or territory other than Québec, where an expropriated interest in First Nation land which is less than the full interest of the First Nation in the land is no longer required by Canada for the purpose for which it was expropriated, the interest in land will revert to the First Nation.

35.1A In the province of Québec, where the expropriated land right in First Nation land constitutes only part of the land right of the First Nation in the land, and it is no longer required by Canada for the purpose for

l'intérêt ou seulement sur une partie du droit foncier de la première nation sur les terres en question :

a) les terres conservent leur statut de terres de première nation;

b) les terres demeurent assujetties au code foncier et aux textes législatifs adoptés par la première nation, sauf dans la mesure où le texte ou le code foncier est incompatible avec l'expropriation;

c) la première nation peut continuer à utiliser et à occuper ces terres, sauf dans la mesure où cette utilisation ou cette occupation est incompatible avec l'expropriation.

34.2 Les terres substitutives acceptées par la première nation comme partie de l'indemnité deviennent à la fois une réserve et des terres de première nation.

35. RÉVERSION OU RETOUR D'UN INTÉRÊT OU DROIT FONCIER SUR LES TERRES DE PREMIÈRE NATION

35.1 Dans une province ou territoire autre que le Québec, lorsque l'intérêt exproprié est moindre que la totalité de l'intérêt de la première nation sur les terres en question, cet intérêt est, lorsqu'il n'est plus nécessaire au Canada aux fins de l'expropriation, retourné à la première nation.

35.1A Dans la province de Québec, lorsque l'expropriation porte seulement sur une partie du droit foncier de la première nation sur les terres en question,

which it was expropriated, the land right will return to the First Nation.

35.2 The Minister responsible for the expropriating department or agency, without the consent of the Governor in Council, may decide that the interest or the land right is no longer required and determine the disposition of any improvements.

36. RETURN OF FULL INTEREST OR ENTIRE LAND RIGHT IN FIRST NATION LAND

36.1 Where the full interest or the entire land right of a First Nation in First Nation land was expropriated but is no longer required by Canada for the purpose for which it was expropriated, the land will be returned to the First Nation on terms negotiated by the First Nation and the federal department or agency, at the time of the expropriation or at a later date as agreed to by them.

36.2 Where the terms and conditions of the return cannot be agreed upon by the First Nation and the federal department or agency, either party may refer the dispute to arbitration under Part IX.

36.3 The Minister responsible for the expropriating department or agency, without the consent of the Governor in Council, may decide that the land is no longer required and determine the disposition of any

le droit foncier est, lorsqu'il n'est plus nécessaire au Canada aux fins de l'expropriation, retourné à la première nation.

35.2 Le ministre responsable du ministère ou de l'organisme à l'origine de l'expropriation peut, sans le consentement du gouverneur en conseil, décider que l'intérêt ou le droit foncier exproprié n'est plus nécessaire et il peut déterminer comment disposer des améliorations.

36. RETOUR DE LA TOTALITÉ DE L'INTÉRÊT OU DU DROIT FONCIER SUR LES TERRES DE PREMIÈRE NATION

36.1 Lorsque la totalité de l'intérêt ou le droit foncier entier de la première nation sur les terres en question a été exproprié et qu'il n'est plus nécessaire au Canada aux fins de l'expropriation, les terres seront retournées à la première nation selon les conditions négociées par la première nation et le ministère ou l'organisme fédéral, soit au moment de l'expropriation, soit à une date ultérieure convenue par eux.

36.2 En cas de différend relatif aux conditions du retour, la première nation ou le ministère ou l'organisme fédéral peut renvoyer l'affaire à un arbitre nommé aux termes de la Partie IX.

36.3 Le ministre responsable du ministère ou de l'organisme à l'origine de l'expropriation peut, sans le consentement du gouverneur en conseil, décider que les terres expropriées ne sont plus nécessaires

improvements.

37. APPLICATION OF EXPROPRIATION ACT

37.1 Any provisions of the Expropriation Act, (Canada) that are applicable to an expropriation of First Nation land by Canada continue to apply, unless inconsistent with this Agreement.

PART VIII LANDS ADVISORY BOARD

38. LANDS ADVISORY BOARD

38.1 The Lands Advisory Board shall consist of at least three members appointed:

(a) Prior to September 1, 2003, by the Councils of the original First Nation parties to this Agreement; and

(b) After September 1, 2003, by the Councils of the First Nations that have ratified this Agreement, whether they ratify the Agreement on, before or after that date.

38.2 The Lands Advisory Board will have all necessary powers and capacity to properly perform its functions under this Agreement.

38.3 The Lands Advisory Board will select a chairperson to preside over the Board and, subject to the direction of the Board, to act

et il peut déterminer comment disposer des améliorations apportées aux terres concernées.

37. APPLICATION DE LA LOI SUR L'EXPROPRIATION

37.1 Les dispositions de la Loi sur l'expropriation (Canada) applicables à l'expropriation de terres de première nation par le Canada continuent de s'appliquer dans la mesure où elles ne sont pas incompatibles avec le présent accord.

PARTIE VIII CONSEIL CONSULTATIF DES TERRES

38. CONSEIL CONSULTATIF DES TERRES

38.1 Le Conseil consultatif des terres sera formé d'au moins trois membres nommés :

a) avant le 1er septembre 2003 par les conseils des premières nations qui étaient parties initiales au présent accord;

b) après le 1er septembre 2003 par les conseils des premières nations qui ont ratifié le présent accord, qu'ils l'aient ratifié à cette date, ou avant ou après cette date.

38.2 Le Conseil consultatif des terres possédera tous les pouvoirs et la capacité nécessaires à l'exercice efficace de ses attributions en vertu du présent accord.

38.3 Le Conseil consultatif des terres est tenu de choisir un président qui peut, sous réserve des instructions du conseil, agir

on its behalf.

39. FUNCTIONS OF THE LANDS ADVISORY BOARD

39.1 In addition to any other functions specifically assigned to it by the Parties, the Lands Advisory Board will be responsible for the following functions:

(a) developing model land codes, laws and land management systems;

(b) developing model agreements for use between First Nations and other authorities and institutions, including public utilities and private organizations;

(c) on request of a First Nation, assisting the First Nation in developing and implementing its land code, laws, land management systems and environmental assessment and protection regimes;

(d) assisting a verifier when requested by the verifier;

(e) establishing a resource centre, curricula and training programs for managers and others who perform functions pursuant to a land code;

(f) on request of a First Nation encountering difficulties relating to the management of its First Nation lands, helping the First Nation in obtaining the expertise necessary to resolve the difficulty;

pour le compte du conseil.

39. ATTRIBUTIONS DU CONSEIL CONSULTATIF DES TERRES

39.1 Outre les autres attributions que pourraient lui confier les Parties, le Conseil consultatif des terres possédera les attributions suivantes :

a) il élabore des modèles de code foncier, de textes législatifs et de systèmes de gestion des terres;

b) il élabore des modèles d'ententes destinés à être utilisés entre les premières nations et les autres autorités et institutions, notamment les sociétés de service public et les organismes privés;

c) à la demande d'une première nation, il assiste celle-ci dans l'élaboration et la mise en oeuvre de son code foncier, de ses textes législatifs, de ses systèmes de gestion des terres, et de ses régimes de protection et d'évaluation environnementales;

d) il apporte son aide au vérificateur, à la demande de ce dernier;

e) il met sur pied un centre de ressources, des cours et des programmes de formation à l'intention des gestionnaires et des autres personnes qui exercent des attributions aux termes d'un code foncier;

f) à la demande d'une première nation qui éprouve des difficultés dans la gestion des terres de la première nation, il l'aide à obtenir l'expertise dont elle a besoin pour

(g) proposing regulations for First Nation land registration;

(h) proposing to the Minister such amendments to this Agreement and the federal legislation as it considers necessary or advisable;

(i) in consultation with First Nations, negotiating a funding method with the Minister; and

(j) performing such other functions or services for a First Nation as are agreed to between the Board and the First Nation.

39.2 The Lands Advisory Board will have authority to adopt rules for the procedure at its meetings and generally for the conduct of its affairs.

40. RECORD KEEPING

40.1 The Lands Advisory Board will maintain a record containing

(a) the name of each First Nation that approves a land code;

(b) a copy of that land code;

(c) a copy of each amendment to a land code; and

(d) the dates on which each was approved and certified.

résoudre les difficultés;

g) il propose des règlements concernant l'enregistrement des terres de première nation;

h) il propose au ministre les modifications au présent accord et à la loi de ratification qu'il estime souhaitables ou nécessaires;

i) en consultation avec les premières nations, il négocie avec le ministre un mécanisme de financement;

j) il exerce les autres attributions ou fournit à une première nation les services dont le conseil et celle-ci peuvent convenir.

39.2 Le Conseil consultatif des terres a le pouvoir d'adopter des règles de procédure pour la tenue de ses réunions et, d'une façon générale, pour l'exercice de ses activités.

40. TENUE DES DOSSIERS

40.1 Le Conseil consultatif des terres est tenu de maintenir un registre dans lequel figurent :

a) le nom des premières nations ayant adopté un code foncier;

b) une copie de ces codes fonciers;

c) une copie des modifications apportées aux codes fonciers;

d) les dates auxquelles les codes ont été approuvés et celles auxquelles leur validité a été attestée.

40.2.1 The Lands Advisory Board shall, in consultation with the Minister, prescribe procedures for a First Nation to authorize the signing of this Agreement and for the formal signature of the First Nations to this Agreement, and shall advise the Minister when a First Nation has completed the procedures.

40.2.2 Subject to sub-clause 40.2.1, a First Nation may only become a signatory under this section with the consent of Canada, and Canada shall advise the Lands Advisory Board if and when such consent is given.

40.2.3 The Lands Advisory Board shall receive and record the adhesion of a First Nation party to this Agreement, made after January 1, 2001, and advise the Minister that the said First Nation has signed the Framework Agreement.

41. ANNUAL REPORT

41.1 Within 90 days following the end of each year of operation, the Lands Advisory Board will deliver to the Parties an annual report, in both official languages, on the work of the Board for that year.

41.2 The Minister will cause a copy of the Lands Advisory Board's annual report to be laid before each House of Parliament within the first 30 sitting days of that House after the Minister receives it.

42. LANDS ADVISORY BOARD NO LONGER IN EXISTENCE

40.2.1 Le Conseil consultatif des terres doit, en consultation avec le ministre, prescrire les procédures qu'une première nation doit suivre pour autoriser la signature du présent accord et les procédures régissant la signature formelle de cet accord par les premières nations et il doit aviser le ministre lorsqu'une première nation a complété les procédures.

40.2.2 Sous réserve de l'article 40.2.1, une première nation peut devenir signataire en vertu de cet article seulement avec le consentement du Canada, et ce dernier doit aviser le Conseil consultatif des terres lorsque le consentement a été accordé.

40.2.3 Le Conseil consultatif des terres doit recevoir et inscrire l'adhésion d'une première nation qui est Partie au présent accord, intervenue après le 1^{er} janvier 2001, et aviser le ministre de la signature de l'accord par celle-ci.

41. RAPPORT ANNUEL

41.1 Le Conseil consultatif des terres remet aux Parties, dans les 90 jours suivant la fin de son année de fonctionnement, un rapport annuel, dans les deux langues officielles, concernant les travaux accomplis pendant cette année.

41.2 Le ministre est tenu de présenter le rapport annuel du Conseil consultatif des terres aux deux Chambres du Parlement dans les 30 premiers jours de séance de chaque Chambre suivant sa réception par le ministre.

42. DISPARITION DU CONSEIL CONSULTATIF DES TERRES

42.1 In the event that the Lands Advisory Board is no longer in existence, the functions of the Lands Advisory Board under this Agreement will be performed by the Parties, except as follows:

(a) the functions set out in clauses 29 and 39, except clause 39.1(g), will be performed by the First Nations; and

(b) the functions set out in clauses 10 and 40 will be assumed by the First Nations Lands Register.

PART IX DISPUTE RESOLUTION

43. GENERAL PRINCIPLES

43.1 The Parties are committed to resolving any dispute that may arise out of this Agreement among themselves, amicably and in good faith. Where they cannot resolve a dispute through negotiation, the Parties agree to establish and participate in the out-of-court processes referred to in this Part to resolve the dispute.

43.2 Nothing in this Agreement is to be construed as preventing the Parties from using mediation to assist them in reaching an amicable agreement in respect of any issue in dispute. Where a Party has referred a dispute to mediation, the other Party is obliged to attend an initial meeting with the mediator. However, either Party can end a mediation process any time after the initial meeting.

43.3 Subject to clause 43.4, any dispute

42.1 En cas de disparition du Conseil consultatif des terres, les attributions de celui-ci en vertu du présent accord seront exercées par les Parties, sous réserve des dispositions suivantes :

a) les attributions énumérées aux articles 29 et 39, sauf pour ce qui est de l'alinéa 39.1g), seront exercées par les premières nations;

b) les attributions prévues aux articles 10 et 40 seront assumées par le bureau du Registre des terres des premières nations.

PARTIE IX RÈGLEMENT DES DIFFÉRENDS

43. PRINCIPES GÉNÉRAUX

43.1 Les Parties s'engagent à résoudre entre elles, à l'amiable et de bonne foi, les différends qui peuvent découler du présent accord. Lorsque les Parties n'arrivent pas à s'entendre pour résoudre un différend par la négociation, elles conviennent de mettre sur pied les processus extrajudiciaires de règlement des différends décrits dans la présente partie et d'y avoir recours.

43.2 Les dispositions du présent accord n'empêchent pas les Parties de recourir à la médiation en vue de régler à l'amiable un différend. Lorsqu'une partie a soumis un différend à un médiateur, l'autre partie est tenue d'assister à une première rencontre avec le médiateur. L'une ou l'autre des Parties peut toutefois mettre fin à la médiation en tout temps après cette première rencontre.

43.3 Sous réserve de l'article 43.4, les

arising from the implementation, application or administration of this Agreement, the federal legislation, an individual agreement or an environmental management agreement may be resolved in either of two ways:

(a) Neutral evaluation - it may be referred to neutral evaluation by one party to the dispute; or

(b) Arbitration - it may be referred to arbitration by both parties to the dispute.

43.4 Any dispute respecting compensation for First Nation land expropriated by Canada or the terms and conditions for the return of the full interest or the entire land right in First Nation land will be referred to arbitration.

43.5 Any objection by a First Nation to a proposed expropriation under Part VII that has been referred to neutral evaluation will be evaluated and a report submitted by the neutral evaluator to the First Nation and Canada within 60 days of the referral to the neutral evaluator.

44. PANELS OF ARBITRATORS, ETC.

44.1 The Parties and the Lands Advisory Board will jointly establish lists of mutually acceptable persons willing to act as mediators, arbitrators, verifiers and neutral evaluators.

différents découlant de la mise en oeuvre, de l'application ou de l'administration du présent accord, de la loi de ratification, d'un accord distinct ou d'un accord en matière de gestion de l'environnement peuvent être résolus selon l'un des deux moyens suivants :

a) la conciliation — le différend peut être renvoyé à un conciliateur par l'une des parties impliquées dans le différend;

b) l'arbitrage — le différend peut être soumis à l'arbitrage par les deux parties impliquées dans le différend.

43.4 Sont soumis à l'arbitrage, les différends portant sur l'indemnité à verser par le Canada en raison de l'expropriation par celui-ci de terres de première nation, ou sur les conditions du retour de la totalité de l'intérêt ou du droit foncier entier sur les terres de première nation.

43.5 Toute opposition, par la première nation, à un projet d'expropriation en vertu de la Partie VII qui aura été porté devant un conciliateur sera évalué par ce dernier. Par la suite, un rapport sera soumis, par ce dernier, à la première nation et au Canada dans un délai de 60 jours suivant le dépôt de l'opposition devant le conciliateur.

44. LISTES D'ARBITRES, ETC.

44.1 Les Parties et le Conseil consultatif des terres sont tenus d'établir conjointement des listes de personnes mutuellement acceptables prêtes à agir en qualité de médiateur, d'arbitre, de vérificateur et de conciliateur.

44.2 Parties who become involved in a dispute may select mediators, arbitrators and neutral evaluators from the appropriate list, or may agree to the appointment of an individual who is not on the list.

44.3 The selection and assignment of verifiers and the procedure to be followed by verifiers will be arranged by the Lands Advisory Board, Canada and the First Nation.

44.4 Individuals appointed to act as mediators, arbitrators, verifiers or neutral evaluators must be unbiased and free from any conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity.

45. NEUTRAL EVALUATION

45.1 Where a dispute is referred to neutral evaluation, the evaluator will where appropriate,

- (a) identify the issues in the dispute;
- (b) assess the strengths of each party's case;
- (c) structure a plan for the progress of the case;
- (d) encourage settlement of the dispute; and
- (e) provide the parties with a non-binding opinion or recommendation to resolve the dispute.

44.2 Les parties à un différend peuvent choisir, parmi ces listes, un médiateur, un arbitre et un conciliateur ou s'entendre sur la nomination d'une personne qui ne figure pas sur ces listes.

44.3 Le Conseil consultatif des terres, le Canada et la première nation choisiront les vérificateurs, définiront leurs attributions et fixeront la procédure que ces derniers doivent utiliser.

44.4 Les personnes nommées en qualité de médiateur, d'arbitre, de vérificateur ou de conciliateur doivent être impartiales et ne pas se trouver en situation de conflit d'intérêts par rapport aux questions en litige; elles doivent par ailleurs posséder la compétence ou l'expérience nécessaires pour agir en cette qualité.

45. CONCILIATION

45.1 Lorsque la situation l'exige, le conciliateur saisi d'un différend exerce les fonctions suivantes :

- a) il précise les questions sur lesquelles porte le différend;
- b) il évalue le bien-fondé des arguments des parties;
- c) il établit un plan afin de faire progresser la situation;
- d) il encourage le règlement du différend;
- e) il remet aux parties une opinion ou une recommandation non exécutoire visant à mettre fin au différend.

46. ARBITRATION

46.1 Unless otherwise agreed by the Parties, each arbitration will be conducted in accordance with this clause.

46.2 The procedure will follow the Commercial Arbitration Code, which is a schedule to the Commercial Arbitration Act.

46.3 If no appropriate procedural provision is in that Code, the parties in dispute may adopt the Commercial Arbitration Rules in force from time to time of the British Columbia International Commercial Arbitration Centre.

46.4 The arbitrator will establish the procedures of the arbitration, subject to this clause.

47. RELATED ISSUES

47.1 The parties to a dispute will divide the costs of the dispute resolution process equally between themselves.

47.2 Any person whose interests will be adversely affected by a dispute that is referred to a dispute resolution process may participate in the process, if

(a) all parties to the process consent; and

(b) the person pays the costs of his or her participation, unless otherwise agreed by the other parties to the dispute.

47.3 The decision of a verifier and a

46. ARBITRAGE

46.1 Sauf entente contraire des Parties, l'arbitrage s'effectuera conformément au présent article.

46.2 La procédure qui sera suivie est celle du Code d'arbitrage commercial, figurant à l'annexe de la Loi sur l'arbitrage commercial.

46.3 Si ce Code ne contient pas de disposition procédurale appropriée, les parties au différend peuvent suivre les Règles d'arbitrage commercial établies à l'occasion par le British Columbia International Commercial Arbitration Centre.

46.4 L'arbitre est tenu de déterminer la procédure d'arbitrage à suivre, sous réserve du présent article.

47. QUESTIONS CONNEXES

47.1 Les parties à un différend assument les frais relatifs à sa résolution à parts égales.

47.2 Toute personne dont les intérêts seraient lésés par un différend porté devant l'un des mécanismes de règlement des différends peut participer au mécanisme de règlement si :

a) d'une part, toutes les parties au mécanisme y consentent;

b) d'autre part, cette personne assume les frais de sa participation, sauf entente contraire des autres parties au différend.

47.3 La décision du vérificateur et la

decision or award of an arbitrator will be final and binding on the participating parties.

47.4 No order shall be made, processed, entered or proceeding taken in any court, whether by way of injunction, mandamus, certiorari, prohibition or quo warranto to contest, review, impeach or limit the action of a person acting as a verifier, an arbitrator or a neutral evaluator under this Agreement.

47.5 Despite clause 47.4, judicial review may be taken under the Federal Court Act within 30 days of a decision of a person acting as a verifier, an arbitrator or a neutral evaluator under this Agreement in respect of such person exceeding his or her jurisdiction, refusing to exercise his or her jurisdiction or failing to observe a principal of natural justice.

PART X RATIFICATION AND ENACTMENTS BY THE PARTIES

48. RATIFICATION OF AGREEMENT

48.1 The Parties agree that they will seek to ratify this Agreement and implement it in the following manner:

- (a) each First Nation agrees to develop a land code and to seek community approval; and
- (b) following community approval by two First Nations, Canada agrees to recommend to Parliament the

décision ou sentence d'un arbitre sont définitives et lient les parties qui ont participé aux mécanismes de règlement.

47.4 Aucune ordonnance ne peut être rendue, exécutée ou inscrite, et aucune poursuite ne peut être initiée devant une cour par voie d'injonction, de mandamus, de certiorari, de prohibition ou de quo warranto pour contester, réviser, empêcher ou limiter une mesure prise par le vérificateur, l'arbitre ou le conciliateur nommé sous le régime du présent accord.

47.5 Malgré l'article 47.4, une demande de révision judiciaire peut, dans les 30 jours qui suivent la décision prise par toute personne agissant comme vérificateur, arbitre ou conciliateur sous le régime du présent accord, être présentée en vertu de la Loi sur les Cours fédérales au motif que cette personne a outrepassé sa compétence, refusé de l'exercer ou n'a pas respecté un principe de justice naturelle.

PARTIE X RATIFICATION PAR LES PARTIES ET MESURES LÉGISLATIVES

48. RATIFICATION DE L'ACCORD

48.1 Les Parties conviennent de ratifier le présent accord et de le mettre en oeuvre de la façon suivante :

- a) chaque première nation s'engage à élaborer un code foncier et à le soumettre à l'approbation de la communauté;
- b) une fois un code approuvé par deux premières nations, le Canada s'engage à recommander au Parlement l'adoption

enactment of legislation.

48.2 This Agreement will be considered to have been ratified by a First Nation when the First Nation approves a land code, and to have been ratified by Canada when the federal legislation comes into force.

49. ENACTMENTS BY THE PARTIES

49.1 Canada agrees that the federal legislation that it recommends to Parliament will be consistent with and will ratify this Agreement.

49.2 In the event of an inconsistency or conflict between the federal legislation and any other federal enactment, the federal legislation will prevail to the extent of the inconsistency or conflict.

49.3 In the event of any inconsistency or conflict between the land code of a First Nation and the provisions of a First Nation law or of a by-law made by its council under section 81 of the Indian Act, the land code will prevail to the extent of the inconsistency or conflict.

PART XI OTHER MATTERS

50. LIABILITY

50.1 The First Nation will not be liable for acts or omissions of Canada or any person or entity authorized by Canada to act in relation to First Nation land that occurred before the First Nation's land code takes effect.

d'une loi de ratification.

48.2 Le présent accord sera réputé avoir été ratifié par une première nation lorsque celle-ci aura approuvé un code foncier, et il sera réputé avoir été ratifié par le Canada au moment de l'entrée en vigueur de la loi de ratification.

49. MESURES LÉGISLATIVES ADOPTÉES PAR LES PARTIES

49.1 Le Canada s'engage à ce que la loi de ratification qu'il présentera au Parlement soit conforme au présent accord et ait pour effet de le ratifier.

49.2 En cas d'incompatibilité ou de conflit entre la loi de ratification et une autre loi fédérale, la loi de ratification l'emporte dans la mesure de l'incompatibilité ou du conflit.

49.3 En cas d'incompatibilité ou de conflit entre le code foncier d'une première nation et des dispositions de ses textes législatifs ou de règlements administratifs pris par son conseil en vertu de l'article 81 de la Loi sur les Indiens, le code foncier l'emporte dans la mesure de l'incompatibilité ou du conflit.

PARTIE XI AUTRES QUESTIONS

50. RESPONSABILITÉ

50.1 La première nation n'est pas responsable des actes ou omissions du Canada ou d'une personne ou entité autorisée par le Canada à agir à l'égard des terres de première nation et qui surviendraient avant l'entrée en vigueur du

50.2 Canada will not be liable for acts or omissions of the First Nation or any person or entity authorized by the First Nation to act in relation to First Nation land that occur after the First Nation's land code takes effect.

50.3 Canada will indemnify a First Nation for any loss arising from an act or omission by Canada, or any person or entity acting on behalf of Canada, in respect of First Nation land that occurred before the First Nation's land code takes effect.

50.4 The First Nation will indemnify Canada for any loss arising from an act or omission by the First Nation, or any person or entity acting on behalf of the First Nation, in respect of First Nation land that occurs after the land code takes effect.

50.5 No action or other proceeding lies or shall be commenced against a person acting as a member of the Lands Advisory Board, a mediator, verifier, neutral evaluator or arbitrator for or in respect of anything done, or omitted to be done, in good faith, during the course of and for the purposes of carrying out his or her functions under this Agreement.

51. FIRST NATION LANDS REGISTER

51.1 Canada will establish a First Nation

code foncier de la première nation.

50.2 Le Canada n'est pas responsable des actes ou omissions de la première nation ou d'une personne ou entité autorisée par celle-ci à agir à l'égard des terres de première nation et qui surviendraient après l'entrée en vigueur du code foncier de la première nation.

50.3 Le Canada s'engage à indemniser la première nation de toute perte découlant d'un acte ou d'une omission du Canada, ou d'une personne ou entité agissant pour son compte, à l'égard des terres de première nation et qui surviendrait avant l'entrée en vigueur du code foncier de la première nation.

50.4 La première nation s'engage à indemniser le Canada de toute perte découlant d'un acte ou d'une omission de la première nation, ou d'une personne ou entité agissant pour son compte, à l'égard des terres de première nation et qui surviendrait après l'entrée en vigueur du code foncier.

50.5 Aucune action ni autre procédure ne peut être intentée contre une personne agissant en qualité de membre du Conseil consultatif des terres, de médiateur, de vérificateur, de conciliateur ou d'arbitre pour avoir, de bonne foi, agi ou omis d'agir dans l'exercice de ses fonctions ou dans le but de les exercer aux termes du présent accord.

51. REGISTRE DES TERRES DE PREMIÈRES NATIONS

51.1 Le Canada est tenu d'établir un

Lands Register to record documents respecting First Nation land or interests or land rights in First Nation land. It will be administered by Canada as a subsystem of the existing Reserve Land Register.

51.2 A separate register will be maintained for each First Nation with a land code in effect.

51.3 The Governor in Council will be authorized in the federal legislation to make regulations respecting the First Nation Lands Register. These regulations will be developed by the Lands Advisory Board and the Minister.

52. STATUS OF DOCUMENTS

52.1 The Statutory Instruments Act, or any successor legislation, will not apply to a land code or to First Nation laws.

53. PROVINCIAL RELATIONS

53.1 Where Canada and a First Nation intend to enter into an agreement that is not referred to in this Agreement but is required to implement this Agreement and where it deals with matters that normally fall within provincial jurisdiction, or may have significant impacts beyond the boundaries of First Nation land, Canada and the First Nation will invite the affected province to be a party to the negotiations and resulting agreement.

registre des terres de premières nations où seront consignés les documents relatifs aux terres de premières nations ou aux intérêts ou aux droits fonciers sur celles-ci. Ce registre sera administré par le Canada à titre de sous-système du registre actuel des terres de réserve.

51.2 Un registre distinct sera créé pour chaque première nation ayant un code foncier en vigueur.

51.3 La loi de ratification autorisera le gouverneur en conseil à prendre un règlement concernant le registre des terres de premières nations. Ce règlement sera élaboré conjointement par le Conseil consultatif des terres et le ministre.

52. STATUT DES DOCUMENTS

52.1 La Loi sur les textes réglementaires ou les lois qui pourraient la remplacer, ne s'appliqueront pas au code foncier, ni aux textes législatifs des premières nations.

53. RAPPORT AVEC LES PROVINCES

53.1 Si le Canada et une première nation entendent conclure une entente qui n'est pas mentionnée dans le présent accord mais qui est nécessaire à la mise en oeuvre du présent accord, et si cette entente traite des questions qui relèvent normalement de la compétence des provinces ou risque d'avoir des effets importants à l'extérieur des terres de première nation, le Canada et la première nation inviteront la province concernée à participer aux négociations de l'entente ainsi qu'à l'entente qui en résulte.

54. TIME LIMITS

54.1 The time limits in this Agreement for the doing of anything may be waived on consent.

55. OTHER REGIMES

55.1 Nothing in this Agreement prevents a First Nation, at any time, from opting into any other regime providing for community decision-making and community control, if the First Nation is eligible for the other regime and opts into it in accordance with procedures developed for that other regime.

55.2 Sub-clause 38.1 and clause 57 do not apply to a First Nation to which sub-clause 55.1 applies.

56. REVIEW PROCESS

56.1 The Lands Advisory Board will, on a continuing basis, consult with representatives of the Parties for the purpose of assessing the effectiveness of this Agreement and the federal legislation.

56.2 Within four years of the federal legislation coming into force, the Minister and the Lands Advisory Board or their representatives will jointly conduct a review of this Agreement. It will focus on the following issues, among others:

- (a) the functioning of land management under this Agreement;
- (b) the adequacy and appropriateness of the funding arrangements;

54. DÉLAIS

54.1 Les Parties peuvent, par consentement mutuel, renoncer aux délais prévus par le présent accord.

55. AUTRES RÉGIMES

55.1 Aucune disposition du présent accord n'empêche une première nation, en tout temps, d'adhérer à tout autre régime en matière de prise de décision et de contrôle par la communauté, à la condition que cette première nation soit admissible à adhérer à cet autre régime et y adhère, conformément à la procédure prévue par cet autre régime.

55.2 Le paragraphe 38.1 et l'article 57 ne s'appliquent pas à une première nation à laquelle le paragraphe 55.1 s'applique.

56. MÉCANISME D'EXAMEN

56.1 Le Conseil consultatif des terres est tenu de consulter régulièrement les représentants des Parties dans le but d'évaluer l'efficacité du présent accord et de la loi de ratification.

56.2 Dans les quatre ans de l'entrée en vigueur de la loi de ratification, le ministre et le Conseil consultatif des terres ou leurs représentants procéderont conjointement à un examen du présent accord. Cet examen portera notamment sur les points suivants :

- a) le fonctionnement de la gestion des terres aux termes du présent accord;
- b) le caractère adéquat et approprié des modalités de financement;

(c) the role of the Lands Advisory Board;

(d) whether there is a demand by other First Nations to use this Agreement;

(e) changes that may improve the functioning of First Nation land management;

(f) the dispute resolution processes; and

(g) such other issues as may be agreed to by the Parties.

c) le rôle du Conseil consultatif des terres;

d) l'identification d'autres premières nations désirant se prévaloir du présent accord;

e) les changements qui pourraient améliorer le fonctionnement de la gestion des terres de première nation;

f) les mécanismes de règlement des différends;

g) toute autre question convenue par les Parties.

56.3 Canada and the First Nations will make best efforts to complete this review within one year. Following completion of the review, the Minister will meet with representatives of the First Nations to discuss the results of the review.

56.3 Le Canada et les premières nations sont tenus de s'efforcer d'achever cet examen dans un délai d'un an. À la fin de l'examen, le ministre rencontrera les représentants des premières nations pour en analyser les résultats.

57. AMENDMENTS

57. MODIFICATIONS

57.1 Until September 1, 2003, this Agreement may be amended by agreement of the parties, provided that the amendments to Part VIII may be made with the consent of Canada and 2/3 of the original First Nation parties to this Agreement.

57.1 Le présent accord peut être modifié jusqu'au 1^{er} septembre 2003 avec le consentement des parties, pourvu que les modifications à la Partie VIII soient apportées avec le consentement du Canada et des deux tiers des premières nations qui étaient Parties initiales au présent accord.

57.2 No amendment affecting the powers, authorities, obligations, operations or operational funding of a First Nation that has ratified this agreement is effective with respect to that First Nation without the consent of that First Nation.

57.2 Aucune modification ayant une incidence sur les pouvoirs, les autorités, les obligations, les opérations ou les fonds de fonctionnement d'une première nation qui a ratifié le présent accord ne peut entrer en vigueur à l'égard de cette dernière sans son consentement.

57.3 After September 1, 2003, this Agreement, may, subject to 57.2, be amended with the consent of Canada and 2/3 of the First Nations which have ratified the Agreement, before, on or after that day.

58. RECITALS

58.1 The recitals form part of this Agreement.

59. COMING INTO FORCE

59.1 This Agreement will come into force in respect of Canada and a First Nation when Canada and that First Nation both ratify this Agreement under Part X.

59.2 Despite clause 59.1, such provisions of this Agreement as are necessary to allow a First Nation to ratify this Agreement before Canada ratifies this Agreement will have effect as of the day Canada and that First Nation both sign this Agreement.

57.3 Sous réserve du paragraphe 57.2, après le 1er septembre 2003, le présent accord peut être modifié avec le consentement du Canada et des deux tiers des premières nations qui l'ont ratifié que ce soit à cette date, ou avant ou après cette date.

58. PRÉAMBULE

58.1 Les dispositions figurant au préambule font partie du présent accord.

59. ENTRÉE EN VIGUEUR

59.1 Le présent accord entrera en vigueur pour ce qui est du Canada et d'une première nation au moment où le Canada et cette première nation auront tous deux ratifié le présent accord conformément à la Partie X.

59.2 Malgré le paragraphe 59.1, les dispositions du présent accord nécessaires à sa ratification par une première nation avant que le Canada ne l'ait ratifié entrent en vigueur le jour où le Canada et cette première nation auront tous deux signé le présent accord.



Framework Agreement on First Nation Land Management

Land Governance Jurisdiction

Framework Agreement First Nations have the recognized legal authority to:

- **design, administer and enforce laws** for the development, conservation, protection, management and use of their reserve lands and resources;
- **govern their reserve lands** with all the powers of an owner, except that title remains with Canada, protected under section 91.24 of the Canada Constitution, and therefore any alienation of these lands is prohibited; and
- **collect and manage revenues** derived from their reserve lands and resources, in accordance with their land code.

Economic Development Opportunities

Framework Agreement First Nations are responding to economic development opportunities at the speed of business, as the following statistics indicate:

- more than \$50 million invested in member-owned businesses on reserve;
- more than \$100 million invested by third-parties businesses on reserve;
- more than 2,000 employment opportunities for band members on reserve; and
- more than 10,000 employment opportunities for non-members on reserve.

Why is the *Framework Agreement* so successful?

The *Framework Agreement*, which was developed by First Nations:

- continues to be led by First Nations, not Canada;
- protects the title to reserve lands and resources for future generations;
- demonstrates successful and sustainable economic development; and
- demonstrates jurisdiction, decision-making, and control are in the hands of the Community, not Canada.

Background

- Under the *Indian Act*, the Minister is obligated to exercise decision-making authority over First Nation reserve lands and resources
- In 1992 a small group of Chiefs began planning for an alternative which would replace Ministerial control with Community control
- The Chiefs' solution was a government-to-government agreement, which would provide their members with the option of drafting their own land code and land laws to replace the Minister's land-related obligation under the *Indian Act*
- In February 1996 the Chiefs signed the *Framework Agreement on First Nation Land Management* with the Minister of Indian Affairs & Northern Development. This historic signing was hosted by the Chippewas of Georgina Island in Ontario
- The *Framework Agreement* next required ratification by Canada, which Parliament completed with the passage and royal assent of the *First Nations Land Management Act* in 1999
- Ratification of the *Framework Agreement* by each signatory First Nation requires the community to draft and approve a land code
- January 1, 2000 – the first day of the new millennium – was selected by three First Nations as the date to begin operating under their land codes and exercising jurisdiction over their reserve lands and resources. These three were the first *Framework Agreement* signatories to implement land codes.
- In April 2003 the original 14 First Nations and Canada opened the *Framework Agreement* in response to requests from other First Nations
- As of April 2011 there were 58 signatory First Nations to the *Framework Agreement*; an additional 18 First Nations will become signatories in April 2012
- The number of *Framework Agreement* First Nations exercising jurisdiction under their land codes has jumped from 3 in January 2000 to 37 in January 2012.
- There are 65 other First Nations currently on the “waiting list” to be added as *Framework Agreement* signatories
- Canada is considering adding more *Framework Agreement* signatories after April 2012

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

_____ **FIRST NATION**

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

_____, 20__

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THIS AGREEMENT made in duplicate this ____ day of _____, 20__.

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

_____ **FIRST NATION**, as represented by their Chief and Council (hereinafter called the “_____ First Nation” or the “First Nation”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, (hereinafter called “Canada”) as represented by the Minister of Indian Affairs and Northern Development (hereinafter called “the Minister”)

(the Parties)

WHEREAS the Framework Agreement on First Nation Land Management was signed by Canada and fourteen first nations in 1996 (the “Framework Agreement”) and was ratified and brought into effect by the *First Nations Land Management Act*, S.C. 1999, c. 24 (the “Act”);

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation and Canada on _____;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of _____ First Nation Land in accordance with the Framework Agreement and the Act;

AND WHEREAS clause 6.1 of the Framework Agreement and subsection 6(3) of the Act require the First Nation to enter into an individual agreement with the Minister for the purpose of providing for the specifics of the transfer of administration;

AND WHEREAS subsection 6(3) of the Act further requires that the individual agreement provide for the date and other terms of the transfer to the First Nation of Canada’s rights and obligations as grantor of interests and licenses in or in relation to the land, the environmental assessment process that will apply to projects until the enactment of applicable First Nation laws, and any other relevant matter;

AND WHEREAS clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to the First Nation;

NOW THEREFORE, in consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement,

“Act” means the *First Nations Land Management Act*, S.C. 1999, c.24, as amended;

"this Agreement" means this Individual Agreement on First Nation Land Management, including the Annexes attached hereto, and any documents incorporated by reference, all as amended from time to time;

"_____ First Nation Land" means the land to which the Land Code will apply and more specifically means the Reserves known as _____ and _____ as described in the Legal Description Report(s) referred to in Annex “G” and includes all the interests in and resources of the land that are within the legislative authority of Parliament, but does not include the Excluded Land;

“Excluded Land” means a portion of a reserve excluded from application of the Land Code pursuant to section 7 of the Act, the description of which is set out in Legal Description Report(s) referred to in Annex “G”;

“Fiscal Year” means Canada’s fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

“Funding Arrangement” means an agreement between Canada and the _____ First Nation, or between Canada and a Tribal Council of which the First Nation is a member, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

“*Indian Act*” means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

“Land Code” means the _____ First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement and section 6 of the Act;

“Minister” means the Minister of Indian Affairs and Northern Development and his or her duly authorized representatives;

“Operational Funding” means the resources to be provided by Canada to the _____ First Nation pursuant to clause 30.1 of the Framework Agreement to manage First Nation lands and make, administer and enforce its laws under a land code, and includes financial resources, as described in clause 27 of the Framework Agreement, to establish and maintain environmental assessment and environmental protection regimes;

“Operational Funding Formula” means the method approved by Canada for allocating to First Nations such Operational Funding as may have been appropriated by Parliament for that purpose.

- 1.2 Unless the context otherwise requires, words and expressions defined in the Framework Agreement, the Act or the *Indian Act* have the same meanings when used in this Agreement.
- 1.3 This Agreement is to be interpreted in a manner that is consistent with the Framework Agreement and the Act.
- 1.4 In the event of any inconsistency or conflict between the wording in any Article set out in the main body of this Agreement and the wording in any Annex attached hereto, the wording set out in the Article shall prevail.

2. INFORMATION PROVIDED BY CANADA

- 2.1 In accordance with clause 6.3 of the Framework Agreement, the Minister has provided the First Nation with the following information:
 - (a) a list, attached as Annex “C”, and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the _____ First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
 - (b) a list, attached as Annex D, and copies of all existing information in Canada’s possession, respecting any actual or potential environmental problems with the _____ First Nation Land; and
 - (c) a list, attached as Annex E, and copies of any other information in Canada’s possession that materially affects the interests and licences mentioned in clause 2.1(a).
- 2.2 The First Nation hereby acknowledges that it has received or been provided access to all the documents referred to in clause 2.1.

3. TRANSFER OF LAND ADMINISTRATION

- 3.1 The Parties acknowledge that, as of the date the Land Code comes into force, the First Nation shall have the power to manage the _____ First Nation Land in accordance with section 18 of the Act and clause 12 of the Framework Agreement.
- 3.2 As provided in subsection 16(3) of the Act, Canada hereby transfers to the First Nation all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to _____ First Nation Land that exist on the coming into force of the Land Code.
- 3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement, the Framework Agreement and the Act, the following:
- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a license in or in relation to _____ First Nation Land; and
 - (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.
- 3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to section 39 of the Act, which provides for the continuation of the application of the *Indian Oil and Gas Act*.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

- 4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licenses referred to in clause 3.2 of this Agreement.
- 4.2 As of the date the Land Code comes into force, and in accordance with the Framework Agreement and section 18 of the Act:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement and section 38 of the Act, cease to apply and Canada retains no powers and obligations in relation to _____ First Nation Land under these provisions;
 - (b) the First Nation shall commence administering _____ First Nation Land pursuant to its Land Code.

5. OPERATIONAL FUNDING

- 5.1 In accordance with clause 30.1 of the Framework Agreement, and subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Canada shall provide Operational Funding to the _____ First Nation as indicated in Annex "A" in accordance with the Operational Funding Formula as amended from time to time.
- 5.2 The Operational Funding referred to in clauses 5.1 will be incorporated by the Parties into the _____ First Nation's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.
- 5.3 The _____ First Nation acknowledges that all obligations of Canada to fund the _____ First Nation, as required by Part V (Environment) and Part VI (Funding) of the Framework Agreement, have been addressed by the Operational Funding Formula.

6. TRANSFER OF REVENUES

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue moneys referred to in section 19 of the Act and clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".
- 6.2 Revenue moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.
- 6.3 For greater certainty, the transfer of the revenue moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to ministerial loan guarantees.
- 6.4 For greater certainty, all Indian moneys deemed to be capital moneys pursuant to section 62 of the *Indian Act* are not to be transferred to the First Nation pursuant to this Agreement.

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to _____ First Nation

Land that is listed or referred to in Annex "C".

- 7.2 The Notice of Transfer of Administration shall state that
- (a) the administration of _____ First Nation Land and Canada=s rights in _____ First Nation Land, other than title, have been transferred to the First Nation effective the date the Land Code comes into force;
 - (b) the holder of the interest or license shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
 - (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The _____ First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.
- 7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or license who is a member of the First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- 8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on _____ First Nation land until the coming into force of First Nation laws enacted in relation to that subject.

9. AMENDMENTS

- 9.1 This Agreement may be amended by agreement of the Parties.
- 9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

10. NOTICES BETWEEN THE PARTIES

10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.

10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

Canada:

Director, Lands and Trust Services
Department of Indian Affairs and Northern Development
_____ Region

[insert address of regional office]

[insert fax number for regional office]

_____ First Nation

[Insert title of recipient]

[insert address of First Nation]

[insert fax number for First Nation]

11. DISPUTE RESOLUTION

11.1 For greater certainty, any dispute arising from the implementation, application or administration of this Agreement may be resolved in accordance with the Dispute Resolution provisions set out in Part IX of the Framework Agreement.

12. DATE OF COMING INTO FORCE

- 12.1 The Parties acknowledge that, in order to be effective, the Land Code and this Agreement must be approved by the members of the First Nation in accordance with the Framework Agreement and the Act.
- 12.2 Articles 7, 9 and 10 of this Agreement shall come into force as of the day the First Nation and the Minister sign this Agreement.
- 12.3 The remainder of this Agreement shall come into full force and effect on the date the Land Code comes into force.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Her Majesty the Queen in right of Canada,
as represented by the Minister of Indian
Affairs and Northern Development

Minister of Indian Affairs and Northern
Development

[Name of First Nation]

[Name of Chief]

Councillor

Councillor

Councillor

**ANNEX “A”
FUNDING PROVIDED BY CANADA**

- (a) The Operational Funding Formula in effect for Fiscal Years 2012-2013, 2013-2014, 2014-2015, and 2015-2016 is described in the Memorandum of Understanding on Funding dated for reference the 19th day of October, 2011, between the Operational First Nation signatories to the Framework Agreement and Canada (the “MOU”).
- (b) The MOU sets out three tiers of funding levels. The _____ First Nation has been identified under a Tier _____ funding level. The amount for that Tier for Fiscal Year 2012-2013 is shown in the table below. That amount shall be prorated based on the number of months from the date that the Land Code comes into force to the end of the Fiscal Year, and the _____ First Nation shall be paid the prorated amount for that year.
- (c) As part of the Operational Funding, Transitional and Environmental Funding will be provided for the year the Land Code comes into force and for the subsequent Fiscal Year, as shown in the Table below.
- (d) The amount of Operational Funding to be paid during each of Fiscal Years 2013-2014, 2014-2015, and 2015-2016 are shown in the table below.
- (e) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2016 will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2012-2013 Fiscal Year	\$ [Insert Tier funding level] (This amount shall be prorated in accordance with para. (b) above.)
2012-2013 Fiscal Year	\$75,000.00 - One Time Transitional and Environmental Funding per 1 st Fiscal Year
2013-2014 Fiscal Year	\$75,000.00 - One Time Transitional and Environmental Funding per 2 nd Fiscal Year
FISCAL years from April 1, 2013 to March 31, 2016	\$ [insert Tier funding level] per Fiscal Year
Subsequent FISCAL Years	Subject to paragraph (e) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX "B"

DETAILS FOR THE REVENUE MONEYS TRANSFER

1. As of the ___ day of _____, _____, Canada is holding \$_____ of revenue moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.
2. **Initial Transfer.** Within thirty (30) days of the Land Code coming into force, Canada shall transfer to the First Nation all revenue moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Canada shall, on a semi-annual basis, transfer to the First Nation any interest that is paid into the First Nation's revenue moneys account thereafter pursuant to subsection 61(2) of the *Indian Act*. This includes any interest paid on capital moneys of the First Nation while these moneys, if any, are being held in Canada's Consolidated Revenue Fund. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

ANNEX "C"

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licenses granted by Canada in or in relation to the _____
First Nation Land that are recorded in the Reserve Land Register and the Surrendered and
Designated Lands Register are listed in the attached reports.

OR

All interests and licenses granted by Canada in or in relation to the _____
First Nation Land that are recorded in the Reserve Land Register and the Surrendered and
Designated Lands Register are listed in reports that are available for review at the
_____ First Nation Land Management Office located at **[enter location of
FN office]**:

- Reserve General Abstract Reports for:
Enter name and Number of reserve(s)
- Lawful Possessors Reports for:
Enter name and Number of reserve(s)
- Lease or Permits Reports for:
Enter name and Number of reserve(s)

The above reports identify all interests or licenses granted by Canada that are registered in the Indian Lands Registry System (ILRS). The following is a list of interests granted by Canada that have not been registered or are pending registration in the ILRS. Copies of these interests shall be provided to the First Nation.

[List interests]

ANNEX “D”

**LIST OF ALL EXISTING INFORMATION IN CANADA’S POSSESSION RESPECTING
ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST
NATION LANDS**

ANNEX “E”

**LIST OF OTHER INFORMATION PROVIDED BY CANADA THAT MATERIALLY
AFFECTS INTERESTS AND LICENSES**

ANNEX “F”

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

(1) The Parties agree that the provisions on environmental assessment in this Annex are without prejudice to any subsequent environmental assessment process they may agree upon in accordance with Clause 25.1 of the Framework Agreement for incorporation in First Nation laws respecting environmental assessment. The provisions in this Annex apply until replaced by First Nation laws respecting environmental assessment.

(2) When the First Nation is considering the approval, regulation, funding or undertaking of a project on _____ First Nation Land that is not described in the exclusion list as defined in the Canadian Environmental Assessment Act (the “CEA Act”), the Council of the First Nation shall ensure that an environmental assessment of the project is carried out, at the expense of the First Nation or the proponent, in accordance with a process that is consistent with that of the CEA Act. Such assessment shall be carried out as early as practicable in the planning stages of the project before an irrevocable decision is made.

(3) The First Nation shall not approve, regulate, fund, or undertake the project unless the Council has concluded, taking into consideration the results of the environmental assessment, any economically and technically feasible mitigation measures identified as necessary during the assessment, and any public comments received during the assessment, that the project is unlikely to cause any significant adverse environmental effects or that any such effects are justifiable under the circumstances.

(4) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall ensure that all mitigation measures referred to in clause (3) are implemented at its expense or it is satisfied that another person or body will ensure their implementation. The Council shall also consider whether a follow-up program, as defined in the CEA Act, is appropriate in the circumstances and if so, shall design a follow-up program and ensure its implementation.

ANNEX "G"

LEGAL DESCRIPTION OF _____ FIRST NATION LAND

(Insert name of FN) INDIVIDUAL AGREEMENT SUMMARY

(Insert name of FN) is one of a number of First Nations (FN) in Canada who is party to the *Framework Agreement on First Nation Land Management (Framework Agreement)*. The federal government is also a party to the agreement and ratified it through the *First Nation Lands Management Act* on June 17, 1999.

The *Framework Agreement* and legislation enable these FNs to take control over the management and administration of their reserve lands from Aboriginal Affairs and Northern Development Canada (AANDC). In order to do this each FN must enter into an Individual Agreement with AANDC. This Individual Agreement sets out the specifics of the transfer of management of reserve lands from Canada to the **(Insert name of FN)**.

The Individual Agreement for the **(Insert name of FN)** is summarized as follows:

Section 1 – Interpretation

This section defines the terms that are used in the Individual Agreement, including identifying the reserve lands that will be transferred.

Description of (Insert name of FN) Land

This section identifies the lands that are subject to this Individual Agreement:

(Insert Legal Land Descriptions here as recorded in the approved Legal Land Description Report)

Section 2 – Information Provided by Canada

This section confirms that Canada has provided the **(Insert name of FN)** with all of the information in its possession regarding dispositions of reserve lands, environmental issues on reserve lands and any similar information. Land interests and dispositions are set out in “Annex C”.

The information collected during the Phase I Environmental Site Assessment (ESA) that was conducted in **(insert date of Phase I ESA work)** is summarized in “Annex D”. The environmental issues were identified in this report and an action plan for the Phase II Environmental Site Assessment is also included.

(Insert the potential areas of environmental concerns as identified in the Phase I ESA report)

This section also includes any other information in Canada's possession on monies payable, including information on any arrear of rent as the date of transfer as set out in "Annex E".

Section 3 – Transfer of Land Management

This section provides that Canada will transfer the management and control of reserve lands to the **(Insert name of FN)** on the effective date of the Individual Agreement. **(Insert name of FN)** will then begin managing and controlling its reserve lands and natural resources under its Land Code.

Section 4 – Transfer of Rights

This section transfers all of Canada's rights, obligations, powers and authorities in or under all previous interests or licenses affecting reserve lands to the **(Insert name of FN)**.

Section 5 – Operational Funding

This section obligates Canada to provide the **(Insert name of FN)** with funding and resources for managing reserve lands. The amount of funding is set out in "Annex A". The amount of FN operational funding is based upon a variety of factors as outlined in the Memorandum of Understanding on Funding (October 19, 2011) that would give **(Insert name of FN)** **(Insert the operational funding amount)** for the first fiscal year.

Section 6 – Transfer of Revenues

This section obligates Canada to transfer to the **(Insert name of FN)** any monies that it holds in trust for the use and benefit of the **(Insert name of FN)** and any revenues it receives from reserve lands. Canada will transfer to the **(Insert name of FN)** the amount of **(Insert the amount to be transferred)** that is currently held in the **(Insert name of FN)** Revenue Account. The procedures for the transfer of funds are set out in "Annex B".

Section 7 – Notice to Other Persons

This section requires Canada to notify any non-members who hold an interest in reserve land that management of the reserve lands will be transferred to the **(Insert name of FN)** and that the **(Insert name of FN)** will collect the revenues from those interests in the future. This notice must be given within thirty days of the ratification of the Land Code.

Section 8 – Interim Environmental Assessment Process

This section provides that until the **(Insert name of FN)** establishes its own Environmental Assessment process, the *Canadian Environmental Assessment Act* will

apply. The procedure for Environmental Assessments during this period is set out in “Annex F”.

Sections 9 and 10

These are standard formalities regarding this amendment of the Individual Agreement, giving formal notice and documentation.

Section 11 – Dispute Resolution

This section provides that the dispute resolution provisions of the *Framework Agreement* apply to any disputes between Canada and the **(Insert name of FN)** regarding the Individual Agreement.

Section 12 – Date of Coming into Force

This section provides that the Individual Agreement comes into force at the same time as the **(Insert name of FN)** Land Code.

<p>_____ <i>First Nation</i></p> <p>LAND CODE</p> <p>[Date]</p>

NOTE:

- This is a model Land Code prepared to assist First Nations developing a land code and for community consultation. It will change as comments from Members are received and improvements made.
- A land code is a fundamental legal document and a First Nation should obtain legal advice in preparing its own land code.

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PREAMBLE

Whereas the *First Nation* has a profound relationship with the land;

Whereas the *First Nation* has entered into the *Framework Agreement on First Nation Land Management* with Canada on February 12, 1996, as amended, and which was ratified on behalf of the Government of Canada by the *First Nations Land Management Act*.

And Whereas the *First Nation* wishes to manage its lands and resources, rather than having its lands and resources managed on its behalf under the *Indian Act*.

**NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE
FUNDAMENTAL LAND LAW OF THE FIRST NATION.**

PART 1

PRELIMINARY MATTERS

1. Title

Title

1.1 The title of this enactment is the *First Nation Land Code*.

2. Interpretation

Definitions

2.1 The following definitions apply in this Land Code:

“Lands Committee” means the Lands Committee established under this Land Code.

“community land” means any *First Nation* land in which all members have a common interest and which have not been allocated.

“Council” means the Chief and Council of *the First Nation*.

“eligible voter” means, for the purpose of voting in respect of land matters under this Land Code, a member who has attained the age of eighteen (18) years of age on the day of the vote.

“extended family”, in respect of a person, means the person’s grandparent, parent, uncle, aunt, cousin, sister, brother, child, grandchild, spouse or common law spouse.

“First Nations Land Register” means the register maintained by the Department of Indian Affairs and Northern Development under the *Framework Agreement*.

“*Framework Agreement*” means the *Framework Agreement on First Nation Land Management* entered into between the Minister of Indian Affairs and Northern Development and the Chiefs of fourteen First Nations, [including the First Nation,] on February 12, 1996, as amended.

“immediate relatives”, in respect of a person, means the person’s parent, sister, brother, child, spouse or common law spouse.

“law” means a law enacted pursuant to this Land Code.

“Panel” means the Dispute Resolution Panel established under section 40.

“meeting of members” means a meeting under section 13 to which the members are invited to attend.

“Member” means a person whose name appears or is entitled to appear on the *First Nation Band Membership List*.

Comment: Member includes any person whose name is listed on the Band List.

“First Nation” means the *First Nation*.

“*First Nation land*” means any portion of a reserve that is subject to this Land Code under section 5.

“ratification vote” means a vote of eligible voters under section 14.

“resolution” means a resolution of the Council enacted under this Land Code.

spouse” means a person who is married to another person, whether by a traditional, religious or civil ceremony.

Comment: This definition does not include a common law spouse. First Nations should consider this definition in developing a matrimonial real property regime for the community

“Transfer Agreement” means the Individual Transfer Agreement made between First Nation and Her Majesty in right of Canada, dated _____.

Paramouncy

2.2 If there is an inconsistency between this Land Code and any other enactment of the *First Nation*, this Land Code prevails to the extent of the inconsistency.

Culture and traditions

2.3 The structures, organizations and procedures established by or under its Land Code shall be interpreted in accordance with the culture, traditions and customs of the *First Nation*, unless otherwise provided.

Language

2.4 The language of the *First Nation* may be used to clarify the meaning of any provision in this Land Code, if the meaning of that provision is not otherwise clear in English.

Non-abrogation

2.5 This Land Code does not abrogate or derogate from any Aboriginal rights or freedoms that pertain to the *First Nation* or its members.

Fair Interpretation

2.6 This Land Code shall be interpreted in a fair, large and liberal manner.

Fiduciary
Relationship

2.7 This Land Code does not abrogate the fiduciary relationship between Her Majesty and the *First Nation* and its members.

Lands and interests
affected.

2.8 A reference to “land” in this Land Code means all rights and resources that belong to the land, and includes

- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources belonging to that land, to the extent that these are under the jurisdiction of Canada; and
- (b) all the interests and licenses granted to the *First Nation* by her Majesty in right of Canada listed in the Transfer Agreement.

Comment: Only reserve lands are subject to a Land Code.

3. Authority to Govern

Comment: The provisions of this section are a suggestion only. They may be changed to suit the particular needs of the *First Nation*.

Origin of authority

- 3.1 The traditional teachings of the *First Nation* speak of the obligation of the people of the *First Nation* to care for and respect the land and the magnificent wonders of Nature created on the land. By enacting this Land Code, the *First Nation* is [**re-assuming or renewing**] this special responsibility.

Flow of authority

- 3.2 The authority of the *First Nation* to govern its lands and resources flows from the Creator to the people of the *First Nation*, and from the people to the Chief and Council according to the culture, traditions, customs and laws of our *First Nation*.

4. Purpose

Purpose

- 4.1 The purpose of this Land Code is to set out the principles and administrative structures that apply to *First Nation* lands and by which the *First Nation* will exercise authority over those lands.

Ratification

- 4.2 The *Framework Agreement* is ratified and confirmed when this Land Code takes effect.

5. Description of *First Nation* land

First Nation land

- 5.1 The *First Nation* land that is subject to this Land Code is the Indian Reserve [number(s), as described on CLSR Plan Nos.____].

Excluded lands

- 5.2 Despite section 5.1, the land described as follows is excluded from the application of this Land Code [e.g., and may only be included after it is cleaned up and a full

environmental site assessment declares it to be free of environmental hazard and safe for community use]:

Comment

- Clause 5.2 is to be used only if a portion of reserve lands are excluded from the Land Code
- Insert legal description of any land to be excluded as referred to in a survey plan
- Note section 4.4 of the Framework Agreement for the grounds on which lands can be excluded: environmental pollution; litigation; natural disaster; or, other reason as may be agreed by the First Nation and Canada

Additional lands

5.3 The following lands may be made subject to this Land Code after the applicable condition is met:

- (a) any land owned jointly by the *First Nation* and another *First Nation*, when the *First Nations* involved agree upon a joint management scheme for those lands; and
- (b) any land or interest acquired by the *First Nation* after this Land Code takes effect, whether by land claim, purchase or other process, when an environmental audit declares it free of environmental hazard and safe for community use, provided the lands are set aside as a reserve.

Comment: A First Nation may also own fee simple lands, in which case the lands are neither reserve lands nor First Nation lands and are not governed by a Land Code.

Land exchange

5.4 For greater certainty, section 5.3 does not apply to land acquired by land exchange, which is governed by the process in section 17.

Inclusion of land or Interest

5.5 Council shall call a meeting of members under section 11 to obtain the views of members on any proposed inclusion of lands before Council makes any law or resolution to include lands referred to in sections 5.2 and 5.3 in this Land Code.

PART 2

FIRST NATION LEGISLATION

6. Law-Making Powers

Council may make laws

- 6.1 The Council may, in accordance with this Land Code, make laws respecting the development, conservation, protection, management, use and possession of *First Nation* lands, and interests and licenses in relation to those lands. This power includes the power to make laws in relation to any matter necessary or ancillary to the making of laws in relation to the *First Nation* land.

Examples of laws

- 6.2 The following examples illustrate some of the laws that may be enacted:
- (a) laws on the regulation, control and prohibition of zoning, land use, subdivision control and land development;
 - (b) laws on the creation, regulation and prohibition of interests and licenses in relation to *First Nation* land;
 - (c) laws on environmental assessment and protection;
 - (d) laws on the provision of local services in relation to *First Nation* land and the imposition of equitable user charges; and
 - (e) laws on the provision of services for the resolution, outside the courts, of disputes in relation to *First Nation* land.

7. Law-Making Procedure

Comment: If there is already a First Nation process for making First Nation laws or by laws, then the First Nation may wish to harmonize the suggested process below with existing procedures.

Introduction of laws

- 7.1 A proposed law may be introduced at a duly convened meeting of the Council by
- (a) the Chief or a Councilor; or
 - (b) the representative of any body or authority composed of members that may be authorized by Council to do so.

Tabling and posting
of proposed laws

- 7.2 Before a proposed law may be enacted by the Council, it must first be
- (a) tabled at a meeting of the council held at least 28 days before the law is to be enacted; and
 - (b) posted in public places on *First Nation* land at least 21 days before the law is to be enacted.

Urgent matters

- 7.3 The Council may enact a law without the preliminary steps required under section 7.2, if the Council is of the opinion that the law is needed urgently to protect *First Nation* land or the members, but the law expires 120 days after its enactment, unless re-enacted in accordance with section 7.2.

Approval of law by
Council

- 7.4 A law is enacted if it is approved by a majority of the Council at a meeting of the Council open to the members.

Certification of laws

- 7.5 The original copy of any law or resolution concerning *First Nation* land shall be signed by a quorum of the council present at the meeting at which it was enacted.

8. Publication of Laws

Publication

- 8.1 All laws shall be published in the minutes of the Council.

Posting laws

- 8.2 Within 7 days after a law has been enacted, the Council shall post a copy of the law in the administrative offices of the *First Nation*.

Registry of laws

- 8.3 The Council shall cause to be kept, at the administrative offices of the *First Nation*, a register of the original copy of all laws and resolutions, including laws and resolutions that have been repealed or are no longer in force.

Copies for any
Person

- 8.4 Any person may obtain a copy of a law or resolution on payment of a reasonable fee set by the Council.

9. Commencement of Laws

Laws taking effect

- 9.1 A law enacted by the council takes effect on the date of its enactment or such later date as specified by the law.

PART 3

COMMUNITY APPROVALS

10. Rights of Eligible Voters

Rights of eligible
Voters

- 10.1 Each member who is at least 18 years of age is eligible to vote at a meeting of members and at a ratification vote.

11. Community Input

Prior meeting of
Members

- 11.1 The Council shall convene a meeting of members to receive their input prior to the introduction of the following laws:
- (a) a law respecting a community plan or subdivision plan;
 - (b) a law declaring land or an interest referred to in section 5.2 or 5.3 to be subject to this Land Code;
 - (c) a law affecting a heritage site or an environmentally sensitive property
 - (d) a law respecting environmental assessment;

- (e) a law respecting the transfer and assignment of interest in land;
- (f) a law respecting the rate and criteria for the payment of fees or rent for land; and
- (g) any other law or class of law that Council, by resolution, declares to be subject to this section.

Comment: This list of items may be changed to suit the needs of the First Nation. Note Section 39, on spousal separation, contains a special provision for community participation in the making of rules and procedures on how to deal with interests in *First Nation* land if there is a marriage breakdown.

Process to
Implement Laws

- 11.2 The Lands Committee shall, within a reasonable time after this Land Code takes effect, establish a community process to develop and implement the laws referred to in section 11.1.

12. Community Approval at a Meeting of Members

Community approval
By meeting

- 12.1 Community approval at a meeting of members must be obtained for the following:
- (a) any land use plan;
 - (b) any grant or disposition of an interest or licence in any *First Nation* land exceeding a term of 25 years¹;
 - (c) any renewal of a grant or disposition of an interest or licence in any *First Nation* land that extends the original term beyond 25 years;
 - (d) any grant or disposition of any natural resources on any *First Nation* lands exceeding a term of 5 years;
 - (e) a charge or mortgage of a leasehold interest exceeding a term of 25 years;

¹ Under this Model land Code, community approvals are not required for grants of lots or CP's to members or transfers among members.

- (f) any law on spousal separation that may be enacted under section 39; and
- (g) any law or class of law that Council, by resolution, declares to be subject to this section.

Comment: This list of items may be changed to suit the needs of the *First Nation*.

13. Procedure at a Meeting of Members

Comment: If there is already a First Nation process for meetings of members, then the First Nation may wish to harmonize the suggested process below with existing procedures.

Voting

13.1 Decisions at a meeting of members are to be made by a majority vote of the eligible voters present at the meeting.

Notice of meeting

13.2 The Council shall give written notice of the meeting of members that

- (a) specifies the date, time and place of the meeting; and
- (b) contains a brief description of the matters to be discussed and decided on at the meeting.

Manner of notice

13.3 The notice of a meeting of members must be given to the members by

- (a) posting the notice in a public place on *First Nation* land at least 21 days before the meeting;
- (b) mailing the notice to members;
- (c) publishing the notice in the community newsletter at least 10 working days before the meeting; and
- (d) such additional method as the Council may consider appropriate in the circumstances.

Who may attend

- 13.4 All members have a right to attend a meeting of members, but other persons may attend with the permission of the Council.

Quorum

- 13.5 The quorum for a meeting of members under this Land Code is [insert reasonable number] eligible voters.²

Other meetings

- 13.6 The Council may schedule more than one meeting of members to discuss and decide on a matter that requires a meeting of members.

14. Ratification Votes

Community approval
By ratification vote

- 14.1 Community approval by a ratification vote must be obtained for the following:

- (a) any development on a heritage site referred to in section 16;
- (b) any voluntary exchange of *First Nation* land;
- (c) any amendment to this Land Code; and
- (d) any law or class of law that Council, by resolution, declares to be subject to this section.

Comment: This list of items may be changed to suit the needs of the *First Nation*.

Ratification process

- 14.2 Any ratification vote required under this Land Code shall be conducted in substantially the same manner as the *First Nation Community Ratification Process*, which was used to ratify this Land Code.

No verifier

- 14.3 A verifier is not needed in any ratification vote.

² The quorum of members required includes both on and off reserve members.

Minimum
Requirements for
Approval

- 14.4 A matter shall be considered approved at a ratification vote if a majority of the registered voters cast a vote in favour of the matter.

Comment: The *First Nation* can make provision for a minimum participation threshold to make it more difficult to get approval if it wishes. For example, it could require a minimum turnout for registration.

Other laws

- 14.5 For greater certainty, the Council may make laws respecting the Land Code amendment ratification process.

PART 4

PROTECTION OF LAND

15. Expropriation

Rights and interest
that may be
expropriated

- 15.1 A *First Nation* may expropriate an interest or licence in *First Nation* land, or in any building or other structure on those lands, in accordance with the *Framework Agreement* and any land law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

- 15.2 A community expropriation may only be made for a necessary community purpose or works of the *First Nation*, including but not limited to: a fire hall, sewage or water treatment facility, community center, public works, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.

Expropriation laws

- 15.3 Before proceeding to make any community expropriations in accordance with this Land Code, the Council shall enact a law respecting the rights and procedures for community expropriations, including provisions respecting:

- (a) the taking of possession of the interest or licence;

- (b) transfer of the interest or licence;
- (c) notice of expropriation and service of the notice of expropriation;
- (d) entitlement to compensation;
- (e) determination of the amount of compensation; and
- (f) the method of payment of compensation

Public report

15.4 Before the *First Nation* decides to expropriate an interest or licence, it shall make a public report on the reasons justifying the expropriation.

Rights that may not
be expropriated

15.5 An interest of Her Majesty the Queen in Right of Canada or the province is not subject to expropriation by the *First Nation*.

Acquisition by mutual
agreement

15.6 The right of the *First Nation* to expropriate can only be exercised after a good faith effort to acquire, by mutual agreement, the interest or licence in *First Nation* land.

Compensation for
rights and interests

15.8 The *First Nation* shall, in accordance with its laws and the *Framework Agreement*,

- (a) serve reasonable notice of the expropriation on each affected holder of the interest or licence to be expropriated; and
- (b) pay fair and reasonable compensation to the holders of the interest or licence being expropriated.

Compensation
calculations

15.9 The total value of the compensation under this section will be based on the following:

- (a) the market value of the interest or licence that is being expropriated;

- (b) the replacement value of any improvement to the land that is being expropriated;
- (c) the damages attributable to any disturbance; and
- (d) damages for any reduction in the value of a remaining interest.

Market value

15.10 The “market value” of an expropriated interest or licence is equal to the amount that would have been paid for the interest or licence if it had been sold on the reserve by a willing seller to a willing buyer under no duress.

Neutral evaluation

15.11 A dispute concerning the right of the *First Nation* to expropriate an interest or licence in First Nation lands shall be reviewed by neutral evaluation, in the same manner as provided in Part IX of the *Framework Agreement*, and the 60 day period referred to in clause 32.6 of the *Framework Agreement* shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Comment: This is one option for resolving this type of dispute. Alternatively, the *First Nation* could rely on the Dispute Resolution Panel established under this Land Code.

Arbitration to resolve
Disputes

15.12 The resolution of the following disputes shall be determined by arbitration, in the same manner as provided in Part IX of the Framework Agreement:

- (a) disputes concerning the right of a person who claims an interest or licence in expropriated First Nation lands to compensation; and
- (b) disputes concerning the amount of the compensation to be paid to the person who held an interest or licence in expropriated First Nation lands.

16. Heritage Sites

Community approval
of development

16.1 No development shall be allowed on any site designated as a heritage site under the land use plan, unless the development receives community approval by a ratification vote.

Land use plan

- 16.2 No amendment may be made to a land use plan to delete a heritage site unless the amendment receives community approval by a ratification vote.

17. Voluntary Land Exchanges and Protections

Conditions for a land exchange

- 17.1 The *First Nation* may agree with another party to exchange a parcel of *First Nation* land for a parcel of land from that other party in accordance with this Land Code and the *Framework Agreement*.

No effect

- 17.2 A land exchange is of not effect unless it receives community approval by a ratification vote.

Land to be received

- 17.3 No land exchange may occur unless the land to be received in the exchange meets the following conditions:
- (a) it must be equal to or greater than the area of the *First Nation* land to be exchanged
 - (b) it must be at least comparable to the appraised value of the *First Nation* land; and
 - (c) it must become a reserve and *First Nation* land subject to this Land Code.

Negotiators

- 17.4 The persons who will have authority to negotiate a land exchange agreement on behalf of the *First Nation* must be designated by resolution.

Additional land

- 17.5 The *First Nation* may negotiate to receive other compensation, such as money or one or more other parcels of land, in addition to the parcel referred to above which is intended to become a reserve. Such other parcels of land may be held by the *First Nation* in fee simple or some other manner.

Federal Consent

- 17.6 Before the *First Nation* concludes a land exchange agreement, it must receive a written statement from Canada clearly stating that Her Majesty in right of Canada
- (a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as the Council may specify by resolution or as provided by an agreement with Canada; and
 - (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

- 17.7 Once negotiations on the land exchange agreement are concluded, the Council shall provide the following information to eligible voters at least 21 days before the vote:
- (a) a description of the *First Nation* land to be exchanged;
 - (b) a description of the land to be received in the exchange;
 - (c) a description of any other compensation to be exchanged;
 - (d) a report of a certified land appraiser setting out that the conditions in section 17.3 have been met;
 - (e) a copy or summary of the exchange agreement; and
 - (f) a copy of the consent referred to in section 17.6

Process of land exchange

- 17.8 The land exchange agreement shall provide that
- (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
 - (b) the Council must pass a resolution authorizing Canada to transfer title to the *First Nation* land being exchanged, in accordance with the exchange agreement; and
 - (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nations Lands Register.

PART 5

ACCOUNTABILITY

18. Conflict of Interest

Application of rules

18.1 The rules in section 18.2 apply to the following persons:

- (a) each member of the Council who is dealing with any matter before Council that is related to *First Nation* land;
- (b) each person who is an employee of the *First Nation* dealing with any matter that is related to *First Nation* land; and
- (c) each person who is a member of a board, committee or other body of the *First Nation* dealing with any matter that is related to *First Nation* land.

Duty to report and abstain

18.2 Any person who has any interest, financial or otherwise, in the matter being dealt with that might involve the person or his or her immediate relatives:

- (a) shall disclose the interest to the Council, or the board, committee or other body as the case may be; and
- (b) shall not take part in any deliberations on that matter or vote on that matter.

18.3 Section 18.2 does not apply to any interest that is held by a member in common with every other member.

Meeting of eligible voters

18.4 If the Council is unable to vote on a proposed law or resolution due to a conflict of interest, the Council may refer the matter to a community meeting and, if a quorum of eligible voters is present, a majority of the eligible voters present at the meeting may enact the land law or land resolution.

Inability to act

18.5 If the board, committee or other body is unable to act due to a conflict of interest, the matter shall be referred to the Council.

Specific Conflict situations

18.6 Because of the unusual conflicts of interest possible in the community, not more than two members from the same extended family may be members of a board, committee or other body³ dealing with any matter that is related to *First Nation* land.

Disputes

18.7 Questions about whether a breach of this section has occurred may be referred to the Panel.

Other laws

18.8 For greater certainty, the Council may enact laws to further implement this section.

ALTERNATIVE SECTION `18

CONFLICT OF INTEREST

18. Application

18.1 *The rules in section 18 apply to the following persons:*

- (a) *a member of Council who is dealing with any matter before Council pertaining to the management or administration of First Nation Lands; and*
- (b) *a member of the Lands Committee.*

Conflict of Interest

18.2 *A person to which this Part applies has a conflict of interest when the person is being asked to deliberate or decide on a matter where there is the opportunity to further his or her private interest or the private interest of a member of his or her Immediate Family.*

18.3 *A person to which this Part applies has an apparent conflict of interest if there is a reasonable perception, which a reasonably well informed person could properly have, that the person's ability to deliberate or decide on the matter must have been affected by his or her private interest or the private interest of a member of his or her Immediate Family.*

³ The Council is not included under this rule.

18.4 *Private interest does not include an interest that a person or a member of his or her Immediate Family has in a matter by virtue of the fact that the person or his or her Immediate Family member is a Member.*

Conflict of Interest Prohibition

18.5 *A person to which this Part applies must not exercise his or her power or carry out his or her responsibility provided for in this Land Code if the person has a conflict of interest or an apparent conflict of interest.*

Procedure on Conflict of Interest

18.6 *A person to which this Part applies who has reasonable grounds to believe that he or she has a conflict of interest in a matter before Council or the Lands Committee, as the case may be, must, if present at a meeting considering the matter:*

- (a) disclose the general nature of the conflict of interest; and*
- (b) physically withdraw from the meeting without voting or participating in the consideration of the matter.*

18.7 *If a person has complied with section 18.5, the person taking minutes of the meeting must record:*

- (a) the disclosure;*
- (b) the general nature of the conflict of interest disclosed; and*
- (c) the withdrawal of the person from the meeting.*

Conflict of Interest in Doubt

18.8 *If a person to which this Part applies is in doubt whether he or she has a conflict of interest, he or she may request a decision on whether he or she is in compliance with this Part:*

- (a) from Council, if the person is a member of Council; or*
- (b) from the Lands Committee, if the person is a member of the Lands Committee.*

18.9 *If a person to which this Part applies has reasonable grounds to believe that another person (the "Subject") to which this Part applies has a conflict of interest, the former may request a decision on whether the Subject is in compliance with this Part:*

- (a) from Council, if the Subject is a member of Council; or*

(b) *from the Lands Committee, if the Subject is a member of the Lands Committee.*

18.10 *A decision of the Council or the Lands Committee, as the case may be, made pursuant to section 18.9 or 18.10 shall be final.*

Failure to Establish Quorum due to Conflict

18.11 *Where, as a result of a conflict of interest, a quorum of Council can never be established, the remaining members of the Council may refer the matter to a community meeting and, if a quorum of eligible voters is present, a majority of the eligible voters present at the meeting may enact the land law or land resolution.*

18.12 *Where, as a result of a conflict of interest, a quorum of the Lands Committee can never be established, the matter shall be referred to Council for decision.*

19. Financial Management

Application

19.1 This section applies only to financial matters relating to *First Nation* land.

Establishment of
Bank accounts

19.2 The Council shall maintain one or more financial accounts in a financial institution and shall deposit in those accounts

- (a) transfer payments received from Canada for the management and administration of *First Nation* land;
- (b) moneys received by *First Nation* from the grant or disposition of any interests or licences in *First Nation* land;
- (c) all fees, fines, charges and levies collected under a land law or land resolution;
- (d) all capital and revenue moneys received from Canada from the grant or disposition of any interests and licences in *First Nation* land; and
- (e) any other land revenue received by *First Nation*.

Signing officers

- 19.3 The Council shall authorize at least three persons, one of whom shall be a member of the Council, to sign cheques and other bills of exchange or transfer drawn on the account.

Two signatures

- 19.4 To be valid, a cheque or other bill of exchange or transfer drawn on the account must be signed by two signing officers.

Fiscal year

- 19.5 The fiscal year of the *First Nation* begins on April 1 of each year and ends on March 31 of the following year.

Adoption of budget

- 19.6 The Council shall, by resolution, prior to the beginning of each fiscal year, adopt a land management budget for that fiscal year and may, if the Council deems it necessary in the course of the fiscal year, adopt supplementary budgets for that fiscal year.

Procedure

- 19.7 After adopting the land management budget or supplementary budget, the Council shall, without undue delay
- (a) explain the budget or supplementary budget to the members at an annual community meeting; and
 - (b) make a copy of the budget or supplementary budget available at the administrative office of *First Nation* for inspection by members at reasonable hours.

If no budget

- 19.8 If the Council fails to adopt a land management budget for a fiscal year prior to the beginning of that fiscal year, the budget and any supplementary budgets of the previous fiscal year apply until a new budget is adopted.

Budget rules

- 19.9 The Council may make rules respecting the preparation and implementation of land management budgets.

Expenditures

19.10 The Council may not expend moneys related to land or commit itself, by contract or otherwise, to expend moneys related to land, unless the expenditure is authorized by or under a law or an approved budget.

Financial Policy

19.11 The *First Nation* may, in accordance with this Land Code, adopt a financial policy to further manage moneys related to *First Nation* land.

20. Financial Records

Financial records

20.1 *First Nation* shall keep financial records related to land in accordance with generally accepted accounting principles.

Offences

20.2 A person is guilty of an offence if the person

- (a) impedes or obstructs anyone from exercising their right to inspect the financial records of *First Nation*; or
- (b) has control of the books or account or financial records of *First Nation* and fails to give all reasonable assistance to anyone exercising their right to inspect the financial records.

Preparation of
financial statement

20.3 Within 90 days after the end of each fiscal year, the Council on behalf of the *First Nation* shall prepare a financial statement in comparative form, containing at a minimum

- (a) a balance sheet
- (b) a statement of revenues and expenditures and a comparison of these with the amounts stated in the land management budget and any supplementary budget; and
- (c) any other information necessary for a fair presentation of the financial position of *First Nation*.

Consolidated
Accounts, etc.

- 20.4 The accounting, auditing and reporting requirements of this Land Code may be done together with, and consolidated with, the other accounts, audits and reports of *First Nation*.

21. Audit

Appointment of
Auditor

- 21.1 For each fiscal year, a duly accredited auditor shall be appointed to audit the land related financial records of *First Nation*.

Holding Office

- 21.2 The auditor appointed under this section holds office until reappointed, or replaced.

Vacancy in office

- 21.3 Where a vacancy occurs during the term of an auditor, the Council shall, without delay, appoint a new auditor for the remainder of the former auditor's term.

Remuneration

- 21.4 The auditor's remuneration shall be fixed by the Council.

Duty of auditor

- 21.5 The auditor shall, within 120 days after the end of the *First Nation's* fiscal year, prepare and submit to the Council, a report on the *First Nation's* financial statement, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of the *First Nation* in accordance with generally accepted accounting principles applied on a basis consistent with that applied in the previous fiscal year.

Access to records

- 21.6 In order to prepare the report on the *First Nation's* financial statement, the auditor may at all reasonable times inspect any financial records of the *First Nation* and any person or body who administers money on behalf of the *First Nation*.

Explanation of
Auditor's report

21.7 The Council shall present the auditor's report to the members at a meeting of members.

22. Annual Report

Publish annual report

22.1 The Council, on behalf of the *First Nation*, shall publish an annual report on lands issues within one month of receipt of the audit report.

Contents

22.2 The annual report will include

- (a) an annual review of land management;
- (b) a copy and explanation of the audit as it applies to lands; and
- (c) any other matter as determined by the Council or Lands Committee.

23. Access to Information

Access

23.1 Any person may, during normal business hours at the main administrative office of the *First Nation*, have reasonable access to

- (a) the register of laws;
- (b) the auditor's report; and
- (c) the annual report on lands.

Copies for members

23.2 Any member may obtain a copy of the auditor's report or annual report on payment of a reasonable fee set by or under resolution of the Council.

Access to records

23.3 Any person authorized by the Council may, at any reasonable time, inspect the financial records of *First Nation* related to *First Nation* land.

PART 6

LAND ADMINISTRATION

24. Lands Committee

Lands Committee
established

24.1 The Lands Committee is hereby established to

- (a) assist with the development of the land administration system;
- (b) advise the Council and its staff on matters respecting *First Nation* land;
- (c) recommend laws, resolutions, policies and practices respecting *First Nation* land to the Council;
- (d) hold regular and special meetings of members to discuss land issues and make recommendations to Council on the resolution of these land issues;
- (e) assist in the communication of land issues between members and the Council; and
- (f) oversee community approvals under this Land Code.

Comment: This list of items may be changed to suit the needs of the *First Nation*.

Development of land
related rules and
procedures.

24.2 Within a reasonable time after this Land Code takes effect, the Lands Committee shall, in consultation with the community, ensure that laws, rules and procedures, as may be appropriate, are developed that address the following matters:

- (a) environmental protection and assessment in relation to *First Nation* land;
- (b) any outstanding issues on the resolution of disputes in relation to *First Nation* land;
- (c) land use planning and zoning;

- (d) section 39 respecting spousal separation and whether any change should be made to the policy upon which that section is based; and,
- (e) any other matter referred by Council.

Comment: This list of items may be changed to suit the needs of the First Nation.

Implementation of
Policies

- 24.3 The rules and procedures, once developed, shall be presented to the Council for consideration and implementation as policies, laws or amendments to this Land Code, whichever is most appropriate.

Internal procedures

- 24.4 The Lands Committee may establish rules for the procedure at its meetings and generally for the conduct of its affairs, not inconsistent with those established by the Council.

25. Membership of the Lands Committee

Composition

- 25.1 The Lands Committee shall be composed of [insert number] members, all of who must be eligible voters.

Eligibility to be
Nominated as a
Lands Committee
Member

- 25.2 Any eligible voter, whether resident on or off *First Nation* land, is eligible for appointment or election to the Lands Committee, except for the following persons:
- (a) any person convicted of an offence that was prosecuted by way of indictment;
 - (b) any person declared a bankrupt; and
 - (c) any person convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or wrongful conduct.

Selection of Lands
Committee members

25.3 The members of the Lands Committee are to be selected as follows:

- (a) One eligible voter is to be appointed by the Council;
- (b) one member of Council is to be appointed by the Council;
- (c) the other members are to be elected by eligible voters.

Comment: This method of selection is a suggestion only. Please consider what would be appropriate for the *First Nation*.

Term of office

25.4 The length of the term of office for members of the Lands Committee is the same as the term of office for members of Council.

Staggered terms

25.5 The commencement of the terms of office of the members of the Lands Committee are to be staggered as follows:

- (a) the 2 appointed members are to be appointed by the Council as soon as possible after the election of the Council;
- (b) the other elected members are to be elected mid-way through the term of the Council on a date fixed by the Council.

Election law

25.6 The Council shall enact a law to establish the procedure for the Lands Committee election, including transitional rules for the election of the first members of the Lands Committee.

Vacancy on Lands
Committee

25.7 The office of a member of the Lands Committee becomes vacant if the person, while holding office,

- (a) resigns;
- (b) is or becomes ineligible to hold office under section 25.2;
- (c) transfers his or her of membership to another First Nation; or

- (d) is absent for 3 consecutive meetings of the Lands Committee for a reason other than illness or incapacity, and without being authorized to do so by the Lands Committee.

Vacancy in term

- 25.8 Where the office of an elected or appointed member of the Lands Committee becomes vacant for more than 90 days before the date when another appointment or election would ordinarily be held, a special election may be held or appointment made in accordance with this Land Code, as the case may be, to fill the vacancy.

Balance of term of Office

- 25.9 A member of the Lands Committee appointed or elected to fill a vacancy remains in office for the balance of the term in respect of which the vacancy occurred.

26. Chairperson of the Lands Committee

Chairperson

- 26.1 The member of the Council who is appointed to the Lands Committee is the Chairperson of the Lands Committee.

Alternate Chairperson

- 26.2 If the Chairperson is unable to perform the functions of office, either temporarily or on a long-term basis, the Lands Committee shall appoint one of the other Lands Committee members to act as or be the Chairperson, subject to confirmation by the Council.

Functions of Chairperson

- 26.3 The functions of the Chairperson include:
 - (a) ensuring the preparation of financial statements relating to all activities of the Lands Committee, including the revenues and expenditures concerning *First Nation* lands;
 - (b) tabling the Lands Committee's financial statements with the Council;
 - (c) reporting to the *First Nation* on the activities of the Lands Committee; and

- (d) ensuring that the audited annual financial statements are published under section 21.

27. Revenue From Lands

Determination of
Fees, and rent

- 27.1 The Lands Committee shall, subject to the approval of the Council, establish the process and recommend any laws, rules and policies for determining
 - (a) the fees and rent for interests and licences in community land;
 - (b) the fees for services provided in relation to any *First Nation* land; and,
 - (c) the fees and royalties to be paid for the taking of natural resources from *First Nation* land.

28. Registration of Interests and Licences

Enforcement of
Interest and licences

- 28.1 An interest or licence in *First Nation* land created or granted after this Land Code takes effect is not enforceable unless it is registered in the *First Nations* Land Register.

Registration of
Consent or approval

- 28.2 An instrument granting an interest or licence in *First Nation* land that requires the consent of the Council, or community approval, shall include a certificate issued by the [Land Manager] indicating that the applicable consent or approval has been obtained.

- 28.3 An instrument registered in the First Nation Land Register which does not include the certificate referred to in clause 28.2 is void.

Duty to deposit

- 28.4 An original copy of the following instruments shall be deposited in the *First Nations* Land Register:

- (a) any grant of an interest or licence in *First Nation* land;
- (b) any transfer or assignment of an interest or licence in *First Nation* land;
- (c) every land use plan, subdivision plan or resource use plan; and
- (d) this Land Code and any amendment to this Land Code.

29. Duplicate Lands Register

Maintain duplicate register

- 29.1 The Council may make laws to establish and maintain a Duplicate Land Register either in the same form and with the same content as the *First Nations* Land Register or in a different form.

Duty of member to deposit.

- 29.2 Every person who receives an interest or licence in *First Nation* land from a member shall deposit an original copy of the relevant instrument with the First Nation.

Comment: Section 29, which is not is not required by the Framework Agreement, allows the First Nation to establish and maintain its own Land Register. No operational funding is provided by Canada to a First Nation choosing this option.

INTERESTS AND LICENCES IN LAND

30. Limits on Interests and Licences

All dispositions in writing.

- 30.1 An interest in, or licence to use, *First Nation* land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this Land Code.

Standards

- 30.2 The Council may establish mandatory standards, criteria and forms for interests and licences in *First Nation* land.

Improper
Transactions void

- 30.3 A deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which the *First Nation*, a member or any other person purports to grant, dispose of, transfer or assign an interest or licence in *First Nation* land after the date this Land Code takes effect is void if it contravenes this Land Code.

Non-members

- 30.4 A person who is not a member may only hold a lease or licence in *First Nation* land.

Grants to non-members

- 30.5 The written consent of the Council must be obtained for any grant or disposition of a lease or licence in *First Nation* land to a person who is not a member.

31. Existing Interests

Continuation of
existing interests and licences

- 31.1 Any interest or licence in *First Nation* land that existed when this Land Code takes effect will, subject to this Land Code, continue in force in accordance with its terms and conditions.

32. New Interests and Licences

Authority to make
dispositions

- 32.1 Subject to section 12.1, the Council may, on behalf of *First Nation*, grant;
- (a) interests and licences in community lands, including [certificates of possession], leases, permits, easements and rights-of-ways; and
 - (b) licences to take resources from community lands, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

- 32.2 The grant of an interest or licence may be made subject to the satisfaction of written conditions.

32.3 The Lands Committee shall advise Council on the granting of interests or licences and may be authorized to act as a delegate of the Council under this section.

33. Certificates of Possession

Comment: This section is only applicable to those *First Nations* with CP's. Therefore it can be deleted for those *First Nations* that have traditional land holding practices or a method of holding land other than by CP's.

- 33.1 Subject to this Land Code and First Nation laws, a certificate of possession in respect of a parcel of land is an interest that entitles the member holding it to:
- (a) permanent possession of the land;
 - (b) benefit from the resources arising from the land;
 - (c) grant subsidiary interests and licences in the land, including leases, permits, easements and rights-of-ways;
 - (d) transfer, devise or otherwise dispose of the land to another member;
 - (e) grant licences to take resources from the land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances;
 - (f) any other rights, consistent with this Land Code, that are attached to certificates of possession under the *Indian Act*.⁴

34. Allocation of Land

34.1 The Council may allocate a lot from available First Nation land to a member in accordance with policies and procedures established by the Council.⁵

⁴ However, Ministerial approval of transfers of a CP would not be included in (f).

⁵ Allocation is generally done by CP, although the issuance of a CP may be conditional on financing. The First Nation may choose another expression, rather than CP. Some residential units or apartment units could also be leased to members.

34.2 No community approval is required for

- (a) the allocation of lots to members; or
- (b) the issuance of certificates of possession to members.

No allocation of lots
to non-members

34.3 A person who is not a member is not entitled to be allocated a lot or to hold a permanent interest in *First Nation* land.

Issuance of CP

34.4 The Council shall issue a certificate of possession to a member for a lot allocated to that member.

35. Transfer and Assignment of Interests

Transfer of CP's

35.1 A member may transfer or assign an interest in *First Nation* land to another member without community approval or the consent of the Council.

Consent of Council

- 35.2 Except for the transfers under section 35.1 and transfers that occur by operation of law⁶,
- (a) there shall be no transfer or assignment of an interest in *First Nation* land without the written consent of the Council; and
 - (b) the grant of an interest or licence is deemed to include section 35.2 (a) as a condition on any subsequent transfers or assignments.

⁶ Examples are wills, estates, and the right of a spouse to a matrimonial home on spousal separation.

Comment: *A First Nation may allow its members to mortgage interests in land allocated to them. These draft clauses provide for member mortgages.*

1. A member holding an Allotment¹ in [First Nation] lands may grant a leasehold, easement, permit or licence in those lands by written instrument registered in the First Nation Lands Register provided that:

(a) the member is the sole lawful possessor of the land;

(b) there is a proper legal description of the lands, and , if required, the lands have been surveyed and the survey registered or recorded in the First Nation Lands Register;

(c) the Member states in writing that the terms of the written instrument will not violate any agreement with a person who has, or will have, an interest in the lands affected, or any portion thereof, or the member has obtained the written consent of the interest holder.

2. A Member granting a leasehold, easement, permit or licence under section 1 may grant that interest to himself or herself in the same manner as to another person.

Mortgages

3.1 Subject to section 3.2, the holder of an Allotment, leasehold or licence may, in accordance with this section grant a mortgage of that interest.

3.2 The holder of an Allotment may only grant a mortgage of that interest to a member or to the First Nation.

3.3 For greater certainty:

(a) the holder of an allotment who has been granted a leasehold pursuant to section 2 may grant a mortgage of the leasehold to any person;

(b) a leasehold interest held by an Indian, as that term is defined in the Indian Act, in First Nation lands, including allotted lands, is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution, and the mortgagee has all the same legal and equitable rights it would have if the leasehold interest was held by a non-Indian; and

(c) a leasehold interest in community lands is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution by the mortgagee.

36. Limits on Mortgages and Seizures

Protections

36.1 Subject to this Land Code, section 29, section 87 and subsections 89(1) and (2) of the *Indian Act* continue to apply to *First Nation* land.

Mortgage of CP

36.2 The interest of a member in *First Nation* land may be subject to a mortgage or charge, but only to a member or, the *First Nation* with the written consent of the Council.⁷

Mortgages of leasehold interests with consent

36.3 A leasehold interest may be subject to charge or mortgage, with the approval of the First Nation, in accordance with section 12.1 of this Land Code, or the written consent of the Council, as may be applicable.

Time limit

36.4 The term of any charge or mortgage of a leasehold interest shall not exceed:

- (a) the term of the lease; or
- (b) 25 years, or such longer period as may receive community approval.⁸

Default in mortgage

36.5 In the event of default in the terms of a charge or mortgage of a leasehold interest, the leasehold interest is not subject to possession by the chargee or mortgagee, by way of foreclosure, power of sale or any other form of execution or seizure, unless

- (a) the charge or mortgage received the written consent of the Council;
- (b) the charge or mortgage received community approval where required;

⁷ The *Indian Act* (s.89) allows mortgages between a member and the First Nation or between one member and another member.

⁸ Each First Nation should consider appropriate time limits.

- (c) the charge or mortgage was registered in the *First Nations* Land Register; and
- (d) a reasonable opportunity to redeem the charge or mortgage is given to the Council on behalf of *First Nation*.

Power of redemption

36.6 If the Council exercises its power of redemption with respect to a leasehold interest, the *First Nation* becomes the lessee of the land and takes the position of the chargor or mortgagor for all purposes after the date of the redemption.

37. Residency and Access Rights

Right of residence

- 37.1 The following persons have a right to reside on *First Nation* lands;
- (a) members, who have been allocated a residential lot by Council, and their spouses and children;
 - (b) members with a registered interest in *First Nation* land;
 - (c) any invitee⁹ of a member referred to in clause (a) or (b); and
 - (d) lessees and permittees, in accordance with the provisions of the granting instrument.

Right of Access

- 37.2 The following persons have a right of access to *First Nation* lands;
- (a) a lessee and his or her invitees;
 - (b) a person granted a right of access under a permit;
 - (c) *First Nation* members and their spouses and children;
 - (d) A person who is authorized by a government body or any other public body, established by or under an enactment of the *First Nation* Parliament or the province to establish, operate or administer a public service, to construct or operate a public institution or to conduct a technical survey; or
 - (e) A person authorized in writing by the Council/Lands Committee or by a *First Nation* law.

⁹ Invitee in 37.1 (c) and 37.2 (a) includes a common law spouse

Public access

- 37.3 Any individual may have access to *First Nation* land for any social or business purposes, if
- (a) the individual does not trespass on occupied land and does not interfere with any interest in land;
 - (b) the individual complies with all applicable laws; and
 - (c) no resolution has been enacted barring that individual.

Trespass

- 37.4 Any person, who resides on, enters or remains on *First Nation* land other than in accordance with a residence or access right under this Land Code is guilty of an offence.

Civil remedies

- 37.5 All civil remedies for trespass are preserved.

38. Transfers on Death

Comment: This is a suggested method of dealing with interests in land when a member dies. If this method is not appropriate, consider how it should be done for the *First Nation*.

- 38.1 A member who claims to be entitled to an allotment [or certificate of possession] by testamentary disposition or succession pursuant to the *Indian Act* is not entitled to such allotment until:
- (a) such member has filed with Council, or such person or body as may be designated by Council, an instrument in a form prescribed by Council, duly executed by the personal representative of the estate of the deceased member transferring such allotment to the member; and
 - (b) the instrument referred to in subsection (a) is registered in the First Nation Land Register and the *First Nation Duplicate Land Register*, if one is established.
- 38.2 A member who purchases an allotment[or certificate of possession] pursuant to subsection 50(2) of the *Indian Act* is not entitled to such allotment until:
- (a) the purchaser has filed with Council , or such person or body as may be designated by Council, an instrument in a form

prescribed by Council, duly executed by the person authorized under the *Indian Act* to execute a transfer of an Allotment acquired pursuant to section 50(2) of the *Indian Act*; and

(b) the instrument referred to in subsection (a) is registered in the First Nation Land Register and the *First Nation Duplicate Land Register*, if one is established.

39. Spousal Property Law

Development of rules
and procedures

39.1 The Council shall enact a spousal property law providing rules and procedures applicable on the breakdown of a marriage, to

- (a) the use, occupancy and possession of *First Nation* land; and
- (b) the division of interests in that land.

Enactment of rules
and procedures

39.2 The rules and procedures contained in the spousal property law shall be developed by the Lands Committee in consultation with the community.

Enactment deadline

39.3 The spousal property law must be enacted within 12 months from the date this Land Code takes effect.

General principles

39.4 For greater certainty, the rules and procedures developed by the Lands Committee under this section must respect the following general principles;

- (a) each spouse should have an equal right to possession of their matrimonial home;
- (b) each spouse should be entitled to an undivided half interest in their matrimonial home, as a tenant in common;
- (c) the rules and procedures shall not discriminate on the basis of sex; and
- (d) only members are entitled to hold a permanent interest in *First Nation* Land or a charge against a permanent interest in *First Nation* land.

Immediate rules

39.5 In order that members benefit immediately from the legislative authority of the Council to address the issue of spousal property under this Land Code, the Council may enact a spousal property law as soon as this Land Code comes into force. As this law would be enacted before the work of the Lands Committee and the community consultation is complete, the law will expire at the end of the 12-month period after the coming into force of this Land Code, unless re-enacted, replaced or amended.

OR

39.5 Council may enact an interim law as provided in clause 39.1, provided that any such law will expire twelve (12) months after the coming into force of this Land Code, unless re-enacted.

PART 8

DISPUTE RESOLUTION

40. DISPUTE RESOLUTION PANEL

Panel established

40.1 The Dispute Resolution Panel is hereby established with jurisdiction to resolve disputes in relation to *First Nation* Land

Appointment of
Panel

40.2 The Panel shall be composed of [3 or 5] panelists, all of whom must be eligible voters.

Representation

40.3 The Lands Committee shall appoint the panelists, and shall ensure that the Panel represents the various elements of the community, including Elders, youth, professionals and non-resident members.

Term of office

40.4 The panelists hold office for a term of 3 years.

No remuneration

40.5 Panelists are to act on a volunteer basis and receive no remuneration for their services.

OR

The Council shall determine the remuneration to be paid to the members of a Panel.

41. Dispute Procedure

Comment: This dispute resolution procedure is a suggestion. The area is complex and requires careful consideration. The First Nation should obtain legal advice to review the applicability of this method or any other approach to dispute resolution should be sought on creating an alternative process.

Disputes

41.1 Any person whose interest in First Nation land is affected by a decision of the Council or Land Committee may appeal the decision to the Panel.

Optional process

41.2 For greater certainty, an application to the Panel to resolve a dispute is optional and all other civil remedies continue to be available to members and non-members.

Disputes not
resolved by Council

41.3 If a member, or a non-member with an interest in *First Nation* land, has a dispute with respect to a decision of the Lands Committee or the Council, the person must first attempt to resolve that dispute with the Council or the Lands Committee, before referring the dispute to the Panel.

Application
Procedures

41.4 Applications to the Panel shall be made in accordance with the procedures established by the Panel.

Limitation period

41.5 An application to refer a dispute with respect to a decision of the Lands Committee or the Council to the Panel shall be made:

- (a) within 30 days after the day the decision, act or omission being referred was made; or
- (b) in the case of a dispute with the Lands Committee or the Council, 30 days after the Lands Committee or Council rejects the attempts at resolution made under section 41.3.

Panel of three

41.6 Disputes referred to the Panel are to be heard by 3 panelists chosen as follows:

- (a) one panelist is to be chosen by each of the parties to the dispute; and
- (b) one panelist, who is to be the chairperson, is to be chosen by the rest of the Panel.

42. Impartiality

Duty to act
Impartially

42.1 The Panel shall act impartially and without bias or favour to any party in a dispute.

Offence

42.2 It is an offence for a person to act, or attempt to act, in a way to improperly influence a decision of the Panel.

Rejection of
Application

42.3 In addition to any other sanction, the Panel may reject an application without hearing it if the Panel believes that the applicant acted, or attempted to act, in a way to improperly influence its decision.

43. Powers of Panel

Powers of Panel

43.1 The Panel may, after hearing a dispute

- (a) confirm or reverse the decision, in whole or in part;
- (b) substitute its own decision for the decision in dispute;

- (c) direct that an action be taken or ceased; or
- (d) refer the matter or dispute back for a new decision.

Rules of Panel

- 43.2 The Panel may establish rules for the procedure at its hearings and generally for the conduct of its affairs.

Professional services

- 43.3 The Panel may obtain the service of professionals to assist it in fulfilling its functions, in which case it shall make best efforts to use professional services available in the community.

Written decisions

- 43.4 Decisions of the Panel must be in writing, signed by the person chairing the Panel or by an officer designated by the Panel to do so.

Reasons

- 43.5 The Panel may give reasons for its decision, and shall do so in writing if a party to the proceedings requests them within 14 days after the date of the decision.

Appeal of decision

- 43.6 A decision of the Panel is binding but, subject review by the Federal Court (Trial Division).

PART 9

OTHER MATTERS

44. Liability

Liability Coverage

- 44.1 The Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to *First Nation* land to indemnify them against personal liability arising from the performance of those duties.

Extent of coverage

44.2 The extent of the insurance coverage shall be determined by the Council.

45. Offences

Application of the
Criminal Code

45.1 Unless some other procedure is provided for by a *First Nation* law, the summary conviction procedures of Part XXVII of the Criminal Code, as amended from time to time, apply to offences under this Land Code or under a First Nation law.

45.2 Any person who commits an offence under this Land Code or a First Nation law is liable to a fine not to exceed \$5,000 and to a term of imprisonment not to exceed six months or to both fine and imprisonment, provided however, that offences related to First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

45.3 A First Nation law may provide for a penalty which is different than the penalties referred to in clause 45.2.

46 Commencement

Preconditions

46.1 This Land Code shall take effect if the community approves this Land Code and the Transfer Agreement with Canada and this Land Code has been certified by the verifier pursuant to the *Framework Agreement*.

Commencement
date

46.2 This Land Code shall take effect on the first day of the month following the certification of this Land Code by the verifier.

Comment: This is a sample clause ONLY. The Land Code can take effect at any point in time after ratification. It is important to make sure that the Individual Transfer Agreement and funding begin on the effective date of the Land Code.

ANNEX

NOTE: While not required, a section concerning interpretation would make clear a number of basic principles to be used when explaining the Land Code. An example of section dealing with interpretation of the Land Code is set out below.

- 2.1 The definitions as set forth in the Framework Agreement and Act shall have the same meaning in this Land Code;
- 2.2 Where the time limited for the doing of an act expires or falls on a Saturday or Sunday or a federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday.
- 2.3 Where the time limited for the doing of an act in the *First Nation* administration building falls on a day when the office is not open during regular business hours, the act may be done on the next day that the office is open.
- 2.4 Where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded.
- 2.5 If there is an inconsistency or conflict between this Land Code and any other enactment of the *First Nation*, this Land Code shall prevail to the extent of the inconsistency or conflict.
- 2.6 If there is an inconsistency or conflict between this Land Code and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.7 The structures, organizations, Laws and procedures established by or under this Land Code shall be interpreted in accordance with the culture, traditions and customs of the *First Nation*, unless otherwise provided.
- 2.8 This Land Code is not intended to abrogate or derogate from any aboriginal, treaty or other right or freedom that pertains now or in the future to *First Nation* or its Members.
- 2.9 This Land Code is not intended to affect the eligibility of *First Nation* or any Member to receive services or participate in such public or aboriginal programs as may be established from time to time to the extent that *First Nation* has not assumed responsibility for such services or programs.
- 2.10 This Land Code shall be interpreted in a fair, large and liberal manner.
- 2.11 The principles set out in the Preamble to this Land Code may be used to interpret this Land Code.

2.12 In this Land Code:

- (a) The use of the word “shall” denotes an obligation that, unless this Land Code provides to the contrary, must be carried out as soon as practicable after this Land Code comes into effect or the event that gives rise to the obligation;
- (b) Unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
- (c) Headings and subheadings are for convenience only, do not form a part of this Land Code and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Land Code;
- (d) A reference to a law includes every amendment to it, every regulation made under it and any Law enacted in substitution for it or in replacement of it;
- (e) Unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
- (f) Unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine.

2.13 This Land Code is not intended to abrogate the fiduciary relationships between Her Majesty the Queen in right of Canada, *First Nation* and its Members.



LAND CODE SUMMARY

There are 9 Sections in this Land Code:

Part 1: Preliminary Matters

This introduces the Land Code to the reader and defines how the document should be read. There is a description of the terms that will be used in the document, an explanation of where the authority to govern comes from, what the purpose of the Land Code is and what lands the Land Code applies to (the reserve land description).

Part 2: First Nations Legislation

This section outlines what law making power the First Nation will have out of the Land Code and the procedure for how new land laws will be created and implemented (including where they will be published and when they take effect) under the Land Code.

Part 3: Community Consultation and Approvals

This section defines how and what the process is for implementing various elements of the Land Code. For example, approving a land use plan or enacting land laws requires community approval under the conditions defined in this section. Furthermore, this section touches on the procedures for a “meeting of members”, and the ratification process and approval thresholds are for passing laws or other matters such as: i.e. development of a heritage site, amendment to the Land Code, or any other matter.

Part 4: Protection of Land

This section outlines some of the key protections the Land Code offers- and the special conditions by which the First Nation could expropriate land (only by community approval through ratification vote) and the conditions for calculating compensation, but also the rights that may not be expropriated. This section also defines the necessity for a law on heritage sites, and ensures no development or amendment can be made to the land use plan to get rid of a heritage site created under this law. Finally this section states that an agreement is necessary for the First Nation to exchange land with another party (i.e. First Nation, Province, and Federal Government) and there are conditions to be met for lands to be received (such as the need for an appointed negotiator, freedom of receiving additional compensation or land in trust, and federal commitment to add any lands to the existing reserve base).

Part 5: Accountability

This section really has to do with how the Land Code is administered by First Nation including the rules for a “conflict of interest” and the duty to report and abstain from participation in land matters where there is a conflict. Also in the context of conflict of interest this section defines the non-application of these rules for common interests, dealing with disputes and penalties.

This section also applies to how financial management, audit and financial reporting will be conducted – establishing separate lands bank accounts, signing officers, bonding, signing



authorities, and the adoption of the fiscal year for operations and reporting. This section also goes into detail about the specific rules for a year to year lands budget and financial policy. The final part of this section is about financial records and the member's right to access information on year to year financial statements, audit report, the annual report on lands, and the penalties for interference or obstructing the inspection of these records by another member- and the coordination and roles responsible for creating and making these documents public (i.e. auditor and council).

Part 6: Land Administration

This section starts off by establishing the Lands Committee - it defines the composition, eligibility requirements, selection method, term of office and dealing with vacancies. This section also defines how revenue monies from lands will be handled (from fees, leases etc.), how the registration of land interests (leases, permits, licences) will be conducted and how it is captured through First Nations Land Registry System (FNLRS) and a duplicate register if directed.

Part 7: Interests in Land

This section relates more to the operation of the First Nation's lands administration and how it will address existing interests (e.g. CPs) and new land related interests (e.g. CPs or allocations). This section defines that there will need to be written documents, standards created, and that consent will be necessary to process any granting or disposing of assignments of land. This section defines the rights of CP holders and the procedure for cancelling a CP, the transfer and use of a CP, and the situation when a CP holder ceases to be a member. This section also defines the limits on mortgages and seizures, transfers upon death, and the principles for spousal property law (to be made into a Matrimonial Real Property law)

Part 8: Dispute Resolution

This section is created to address how possible disputes that could arise by any benefactor (e.g. First Nation member) of the Land Code and how the process for addressing disputes will be conducted. For example, an adjudicator would be established to resolve disputes in relation to lands unless members could come to some resolve by way of an informal resolution of disputes. The section sets out the powers for the adjudicator, adjudication procedures and decisions and the member's ability to appeal these decisions and expectations around costs.

Part 9: Other Matters

This section defines four (or more) items to address common issues such as:

1. Liability- the need for director and officers insurance for Lands Committee members,
2. Offences and enforcement- what are offences and what is the penalty,
3. Amendments to Land Code- specifically the process for amending this Land Code,
4. Commencement- defines when the actual start date will be.



LEGAL DESCRIPTION REPORT SUMMARY

WHAT IS A LEGAL DESCRIPTION REPORT (LDR)?

A LDR describes the extent of the reserve lands as required under Section 6.1(a) of the *First Nation Land Management Act (FNLMA)* and fulfills part of Canada's obligation in implementation of the *FNLMA* regarding First Nation (FN) reserves. The LDR is the same description contained in the Individual Agreement, and in most cases the same description contained in the Land Code (LC). Where applicable, the LDR will also identify those portions of a reserve that are excluded from the LC (as per Section 7 of *FNLMA*).

WHY IS A LDR REQUIRED IN THE DEVELOPMENTAL PROCESS?

Legal descriptions are required to define the extent of reserve lands that are to be included in the transfer of land management functions to individual FNs. In order for a FN to remove its reserve lands from the management provisions of the *Indian Act*, a FN must be able to accurately identify its boundaries in its LC. A LDR will accurately define boundaries and the extent of reserve land. The Province may need to become involved in identifying the reserve land boundary if there is an external boundary issue or dispute with the Province and the FN.

WHO CARRIES OUT THE LDR WORK FOR CANADA?

Natural Resources Canada (NRCan) carries out Canada's obligations, under the *Framework Agreement*, for FN lands. NRCan ensures Canada has the boundary certainty required to transfer reserve lands to a FN. These lands will be listed in a FN's LC and Individual Agreement. Click on www.sgb.nrcan.gc.ca to find more information on NRCan.

HOW ARE THE LDRs DEVELOPED?

NRCan has developed Guidelines to ensure the legal description used for this transfer is based upon solid research of the historical extent of the reserve, the present extent of the reserve, and the transition between the two. These Guidelines can be viewed at: <http://class.nrcan.gc.ca/standards-normes/d17-v1-eng.asp>.

WHAT IS THE FIRST NATION'S ROLE REGARDING THE LDR?

As part of the FN due diligence work the FN:

- Reviews the LDRs prepared for each of its reserve lands
- Internally discusses the draft LDR and provides comments
- Approves it to finalize it.

WHAT IF A NEW SURVEY IS REQUIRED?

A new survey or resurvey may be required to complete the LDR or the LDR may recommend new surveys. If a new survey is required to complete the LDR then AANDC will determine if an Official Plan or Registration Plan will be required. These surveys are funded through AANDC and contracted out by NRCan.

WHO TO CONTACT

Any questions on the interpretation/understanding of the Legal Description Report can be directed to the Land Advisory Board Resource Centre (LABRC), the local NRCan office or the local AANDC office.

For more information on the Developmental Phase, Legal Description Reports and Surveys go to:
<http://www.fnlabvrc.com/fnlab/login.php>

Instrument #	Registration #	File #	Grantee / Locatee/ Landholder Address	Instrument Type	Effective Date	Effective or Expired	Rent/ Fee Review Date	Expiry/ End Date	Annualized Rent/ Fee	Legal Land Description	Additional Information
			Verified 2Oct2012								
15117	240714	E5643-06964-136	Campbell River Indian Band Dev 1400 Weiwaikum Rd. CAMPBELL RIVER BC V9W 5W8	Lease	1996/03/01	Effective		2095/02/28		Lot 136 Sayward District Plan 78317 CLSR Campbell River IR No. 11.	
14823	132831	E5643-06964-2	Campbell River Indian Band Dev 1400 Weiwaikum Rd. CAMPBELL RIVER BC V9W 5W8	Lease	1989/09/01	Effective		2011/12/31	\$22.33	Parcel shown on Plan M3423 CLSR, lying N.E of N.E. Boundary of R/Way Plan 51617 CLSR.	
14828	60790	E5664-06964	BC Hydro Property Services Division 8th Floor - 333 Dunsmuir Street VANCOUVER BC V6B 5R3	Permit	1978/08/28	Effective				Portion of reserve shown on Schedule A attached. Campbell River IR No. 11.	
			BC Tel (Telus) 15th Floor - 3777 Kingsway BURNABY BC V5H 3Z7		1978-08-28	Effective				Portion of reserve shown on Schedule A attached. Campbell River IR No. 11.	
15240	240742	E5643-06964-132	Campbell River Indian Band Dev 1400 Weiwaikum Rd. CAMPBELL RIVER BC V9W5W8	Lease	1995/12/01	Effective		2094/11/30	\$99.00	Lot 132, Plan 77282 CLSR Lot 138-1, Plan 88029 CLSR	
201704	340794		Discovery Harbour Holdings Ltd. 1400 Weiwaikum Raod Campbell River, BC V9W 5W8		2006-03-01	Effective				LOT 231 CLSR 90726	
201702	242405	VAN-E 5643-06964-136 UNC	Campbell River Indian Band Dev 1400 Weiwaikum Rd. CAMPBELL RIVER BC V9W 5W8	Easement		Effective		2095-02-28		LOT 136 CLSR 78317 AS SHOWN OUTLINED ON ATTACHED SKETCH	
201703	252973	VAN-E 5643-06964-136 UNC	Westfair Properties Ltd. 3189 Grandview Highway Vancouver, BC V5M 2E9	Easement	1997-04-15	Effective				PTN of Lot 136 CLSR 78317 shown on schedule "A" and "B" attached	Reference Registered #251057 and 242399.
60307	297147	E5643-06964-7	Telus 15th Floor - 3777 Kingsway Burnaby BC V5H 3Z7	Lease	2002/01/01	Effective	2007/01/01	2011/12/31	\$522,700.00	Whole of Parcel "E" and Road CLSR 53678	
105647	336111	E5643-06964-232.233	Grantee: Discovery Harbour Holdings Ltd. 1400 Weiwaikum Raod Campbell River, BC V9W 5W8	Lease	2006/03/01	Effective		2081/02/28	\$10.00	Lot 232 CLSR 90843 and Lot 233 CLSR 09039 and Lot 231 CLSR 90726.	Modification #365097 for LOT 228 RSBC 3860R.
129384	356238	E5643-06964-229-1.230	Grantee: Discovery Harbour Holdings Ltd. 1400 Weiwaikum Road Campbell River, BC V9W 5W8	Lease	2008/05/01	Effective	2083/04/30	2083/04/30	\$10.00	Lots 229-1 and 230 CLSR 91168	
Generated 2/22/2011 Updated 10/2/2012										Page 1 of 1	

Mail-in Ballot Package

Mail-in Ballot Package

A Voter as defined by the FN CRP may cast a mail-in ballot. The RO provides a mail-in ballot package to those who qualify under the CRP.

The RO sends a mail-in ballot package to Voters who cannot vote at a poll and each Registered Voter who:

- is not living on a reserve; or
- requests one

Mail-in ballot package contains:

- pre-folded and initialed ballot (FN CRP Form 1: Ballot Question),
- an identification envelope (FN CRP Form 7: Identification Envelope),
- a secrecy envelope,
- a prepaid return envelope and
- voting instructions

Casting a Ballot

To cast a mail-in ballot, a Eligible/Registered Voter will:

- mark the ballot by placing a cross (“X”) in the box marked “YES” or in the box marked “NO”;
- enclose and seal the ballot in the secrecy envelope;
- enclose and seal the secrecy envelope in the identification envelope;
- sign the outside of the identification envelope;
- enclose and seal the identification envelope in the prepaid mailing envelope; and
- send/deliver the sealed mailing envelope to the RO.

A mail-in ballot may be delivered to the Ratification Officer by mail, courier or hand delivery.

A mail-in ballot must be received by the Ratification Officer no later than the close of the polls on Voting Day.



PHASE I ENVIRONMENTAL SITE ASSESSMENT

WHAT IS A PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)?

A **Phase I ESA** identifies potential liabilities associated with contaminants in soil, sediment, ground or surface water through site inspection and historical review. No testing is done in Phase I. The key aspects of a Phase I ESA are records review, site visits, interviews, information evaluation, reporting and identifying areas for potential follow up under a Phase II and III ESA. Phase II and III ESAs occur after the Land Code has been enacted. The limitation of Phase I ESA is that it only identifies **potential** contamination. **It is important to list everything that is of potential environmental concern no matter how small it appears because this will establish the extent of the issues that have occurred while under the management of Aboriginal Affairs and Northern Development (AANDC).** Phase II and III ESAs (which involve sampling) are needed to determine whether contamination actually exists, its extent, and implications for remediation. The parties to the Phase I ESA are the First Nation (FN) and Canada, AANDC. Lands Advisory Board provides assistance when requested.

WHY IS PHASE I ESA REQUIRED IN THE DEVELOPMENTAL PROCESS?

Canada provides a FN, at its request, with “all existing information, in Canada’s possession, respecting any potential or actual environmental problems with the proposed FN land”. Such existing information may be inadequate to fully describe the condition of reserve lands, so Canada’s policy is to fund the preparation of Phase I ESAs.

WHY IS PHASE I ESA IMPORTANT TO THE INDIVIDUAL AGREEMENT?

Because the Phase I ESA will determine environmental state and areas for follow up. Any information collected during the Phase I ESA will be summarized in the Individual Agreement.

Because Phase I ESA’s do not identify the entire extent of contamination on reserve land, a FN ideally should ensure that its Individual Agreement and work plan contain a commitment by Canada to assist the FN in identifying contaminated sites on reserve and a timeline to remediate them. Therefore, before approving an Individual Agreement, a FN should meet with AANDC to resolve responsibility for contamination and remediation. It is imperative that the nature and scope of further environmental work be included in the work plan before a FN signs off on its Individual Agreement.

WHAT WORK IS TO BE CARRIED OUT DURING A PHASE I ESA?

AANDC has a Statement of Work (SOW) template which outlines the scope of the work to be carried out during the Phase I ESA including: records review, interviews (e.g. with elders), site visits, evaluation of information and reporting, project management, project scheduling, insurance and safety, standards requirements, special requirements, submission of proposals, proposal evaluation criteria and budget. You may want to add steps of your own to the template.

WHO OVERSEES THE PHASE I ESA WORK?

A Joint Management Committee (JMC) oversees and project manages the Phase I ESA work and their responsibilities are outlined in the SOW. The SOW also outlines the responsibilities of the qualified Environmental Assessor who will be carrying out the Phase I ESA.

The JMC committee is comprised of a FN and AANDC representative.

TO: Verifier, _____ *First Nation Community Ratification Process*

FROM: _____ First Nation Band Council

COMMUNITY RATIFICATION PROCEDURES

COUNCIL DESIGNATE RE PROCEDURAL AMENDMENTS

We hereby appoint _____ to act as the Council designate under Section 19 of the _____ *First Nation Community Ratification Process*, for the Ratification Vote scheduled for _____.

Dated this _____.

Chief

Councillor

Councillor

Councillor

Councillor

A quorum for the _____ First Nation is 3.

April 19, 2010

**COMMUNITY RATIFICATION PROCESS
PROCEDURAL AMENDMENT #01**

In accordance with Section 19.1 of the _____ *First Nation Community Ratification Process*, dated for reference January 6th 2010, the undersigned hereby agree to the following procedural amendments:

That section 9.2 is amended to read as follows

The information sent in accordance with clause 9.1 will be mailed at least 37 days prior to Voting Day.

The additional time provided by this amendment was required to accommodate the Individual Agreement negotiations between Canada and the _____ First Nation.

I/We the undersigned hereby agree to the above procedural amendments.

Ratification Officer

Date

Council Designate

Date

Verifier

Date

And that this Procedural Amendment #01 will be included in the information packages that will be a mailed to all eligible voters on April 22nd, 2010.

Verifier

Date



SUMMARY OF THE RATIFICATION OFFICER

The Community Ratification Process sets out the procedures and rules that the Ratification Officer must follow in the conduct of the Land Code Vote. The Ratification Officer is an impartial, independent contractor, with no affiliation with or to the First Nation (FN). The Ratification Officer takes their directions from the Community Ratification Process document, not from the Chief or Council, or the FN Land Department.

The Ratification Officer will automatically send a mail-in ballot package to every off-reserve voter that they have an address for. Voters, who receive a mail-in ballot package but would rather attend a poll station and vote in person, may do so. Any voter who lives on reserve but will not be able, (or may not want) to vote in person at a poll station, can contact either the Ratification Officer (insert name) or the Assistant Ratification Officer (insert name) and arrange for a mail-in ballot package to be provided to them. Newspaper ads with the Notice of Vote will be published in various newspapers so that off-reserve voters for whom we do not have addresses for will then know who to contact to receive information and mail-in ballot packages.

The processing of the mail-in ballots and then the opening up of all of the polling stations ballot boxes and counting of the ballots will be done at the poll station immediately after the close of the poll on the final day of voting. This process is open to the public and all FN members are invited to attend to watch the count.

Any questions that you might have related to voting procedures are to be directed to the Ratification Officer.

(NAME OF) FIRST NATION
COMMUNITY RATIFICATION PROCESS

- In accordance with -

*The Framework Agreement on
First Nation Land Management*

And

The First Nations Land Management Act

Dated for Reference January 31, 2008

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FORMS

Form 1 **Ballot Question**
Form 2 **First Nation Council Resolution (Information to Verifier)**
Form 2A **Confirmation by Verifier (Land Code and Ratification Process)**
Form 3 **First Nation Council Resolution (Commencement of Vote)**
Form 4 **Appointment of Ratification Officer**
Form 4A **Appointment of an Assistant Ratification Officer**
Form 5 **Notice of Vote**
Form 6 **Voter Registration Document**
Form 7 **Identification Envelope**
Form 8 **Declaration of Ratification Officer (Mail-in Ballots)**
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Form 11 **Statement of Witness (Regular Polls)**
Form 12 **Certification of Ratification Officer (Conclusion of Vote)**
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Form 14 **First Nation Council Resolution (Submission to Verifier at Conclusion of Vote)**
Form 15 **Certification of Land Code**

**(NAME OF) FIRST NATION
COMMUNITY RATIFICATION PROCESS**

1. TITLE AND PURPOSE

- 1.1 The title of this document is the (name of) First Nation Community Ratification Process.
- 1.2 The purpose of this document is to set out the procedure by which (name of) First Nation will decide whether to approve its Land Code and the Individual Agreement, as required under the Framework Agreement and the Act.

2. DEFINITIONS

- 2.1 In this Ratification Process:

“Act” means the *First Nations Land Management Act*, S.C. 1999, c. 24;

“Background Documents” means:

- (a) the Framework Agreement;
- (b) the Act;
- (c) a summary of the Framework Agreement;
- (d) a summary of the Act; and
- (e) a summary of the Land Code;

“Ballot Question” means the question asked in the Ratification Vote in Form 1;

“(name of) First Nation” means the (name of) First Nation as named in the Act;

“Council” means the Chief and Councillors of the (name of) First Nation;

“Department” means the Department of Indian Affairs and Northern Development;

“Eligible Voter” means a Member of (name of) First Nation who is 18 years of age or older on Voting Day;

“Framework Agreement” means the Framework Agreement on First Nation Land Management entered into between the Minister of Indian Affairs and Northern

Development and the Chiefs of fourteen First Nations on February 12, 1996, as amended;

“Individual Agreement” means the Individual First Nation Agreement made between (name of) First Nation and Her Majesty in right of Canada in accordance with clause 6.1 of the Framework Agreement;

“Land Code” means the proposed *(name of) First Nation Land Code*;

“Lands Manager” means the employee responsible for the management of (name of) First Nation reserve lands, and includes a designate;

“List of Registered Voters” means the list of Eligible Voters, prepared in accordance with clause 3.6, who have registered to vote in the Ratification Vote;

“List of Voters” means the list of Eligible Voters prepared in accordance with clause 3.1;

“Member” means a person whose name appears or is entitled to appear on the (name of) First Nation membership list;

“Ratification Documents” means the Land Code and the Individual Agreement;

“Ratification Process” means this (name of) First Nation Community Ratification Process;

“Ratification Officer” means the person appointed by Council under clause 6.1(a);

“Ratification Vote” means a vote by the Registered Voters on the Ballot Question conducted according to the Ratification Process;

“Registered Voter” means an Eligible Voter who has registered to vote in accordance with clause 3.3;

“Verifier” means the person appointed as Verifier under the Framework Agreement and includes any assistant appointed by the Verifier; and

“Voting Day” means the date set for holding the Ratification Vote.

2.2 Unless otherwise provided, words defined in the Framework Agreement have the same meaning in this Ratification Process.

2.3 When calculating time, where anything is to be done within a time after, from, of or before a specified day, or where a time is expressed to begin after or to be from a

specified day, the time does not include that day.

- 2.4 Words in the singular include the plural, words in the plural include the singular, words in the masculine include the feminine and words in the feminine include the masculine, as the context may require.

3. REGISTRATION OF ELIGIBLE VOTERS

- 3.1 The Lands Manager, in consultation with Council, will ensure that a List of Voters is prepared containing the full names, band numbers, birth dates and addresses of the Eligible Voters.

- 3.2 The Ratification Officer will, at least 56 days before Voting Day, send to each Eligible Voter at their last known address a registration package containing a voter registration document in Form 6 and a prepaid return envelope.

- 3.3 An Eligible Voter who wishes to vote in the Ratification Vote must register with the Ratification Officer by:

- (a) completing a voter registration document in Form 6;
- (b) signing the voter registration document;
- (c) having a person witness the Eligible Voter's signature;
- (d) having the witness sign the voter registration document; and
- (e) returning the voter registration document to the Ratification Officer by mail, courier, hand delivery or facsimile.

- 3.4 An Eligible Voter may register prior to the posting of the Notice of Vote.

- 3.5 A voter registration document must be received by the Ratification Officer no later than the close of the polls on Voting Day.

- 3.6 The Ratification Officer will maintain an updated List of Registered Voters setting out the names of all Eligible Voters who have returned a valid voter registration document in accordance with clause 3.3.

- 3.7 Subject to clause 13.3, no Eligible Voter may be provided with a mail-in ballot or vote at a poll in the Ratification Vote unless the Eligible Voter is a Registered Voter.

4. INFORMATION TO VERIFIER

- 4.1 At least 103 days before the Voting Day and before the Notice of Vote is posted, Council will by resolution in Form 2 send, or cause to be sent in quadruplicate the following documents to the Verifier:
- (a) the Ratification Process;
 - (b) the Land Code; and
 - (c) the List of Voters.
- 4.2 As soon as practicable after the Notice of Vote is posted, Council will send, or cause to be sent to the Verifier an addendum to the List of Voters sent in accordance with clause 4.1(c), listing any changes to the List of Voters who will be eligible to vote on Voting Day.

5. CONFIRMATION BY VERIFIER

- 5.1 Upon receipt of the documents under clause 4.1, the Verifier will review the Land Code and the Ratification Process to determine whether they are consistent with the Framework Agreement and the Act.
- 5.2 In accordance with clause 8.8 of the Framework Agreement, the Verifier will, within 30 days of receiving the documents, issue a declaration in Form 2A confirming whether the Land Code and the Ratification Process are consistent with the Framework Agreement and the Act.

6. COUNCIL RESOLUTION

- 6.1 After the Verifier confirms the Land Code and this Ratification Process under clause 5.2, Council will pass a Resolution in Form 3 to:
- (a) appoint the Ratification Officer;
 - (b) confirm the List of Voters;
 - (c) approve the text of the Land Code and the Ratification Process;

- (d) approve the Individual Agreement;
- (e) order that the Ratification Vote be held to determine if the community approves the Ratification Documents;
- (f) confirm the wording of the Ballot Question; and
- (g) set the Voting Day.

7. DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT

- 7.1 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote and has all the powers necessary to carry out that responsibility.
- 7.2 The Ratification Officer may appoint one or more assistant Ratification Officers and may delegate any of the duties set out in the Ratification Process to such an assistant, except:
- (a) the initialling of ballots;
 - (b) the deposit of the mail-in ballots in the ballot box under clauses 13.10(i) and 17.1(c); and
 - (c) the counting of ballots under clause 18.
- 7.3 Upon the appointment of an assistant Ratification Officer, the Ratification Officer and each such assistant Ratification Officer will execute an Appointment of an Assistant Ratification Officer in Form 4A.
- 7.4 If the Ratification Officer is unable to perform his or her duties, Council may appoint an acting Ratification Officer.

8. NOTICE OF VOTE

- 8.1 The Ratification Officer, in consultation with Council, will post a Notice of Vote in Form 5 at least 56 days prior to the Voting Day in public places where it can be read by the Members.
- 8.2 The Verifier will publish the Notice of Vote in one or more local newspapers at least 28 days prior to Voting Day.

8.3 The Notice of Vote will contain the following information:

- (a) the date, place and time of the Ratification Vote;
- (b) the Ballot Question;
- (c) the procedure for registering as a Registered Voter;
- (d) instructions for obtaining a copy of the Ratification Documents, the Background Documents and the Ratification Process; and
- (e) the name, office address and telephone number of the Ratification Officer.

8.4 Forthwith after posting the Notice of Vote, the Ratification Officer will fax a true copy of the Notice of Vote to the Verifier.

9. COMMUNITY INFORMATION

9.1 Council will send or cause to be sent, in one or more mailings, the following information to each Member on the List of Voters at the Member's last known address:

- (a) a copy of the Notice of Vote;
- (b) a copy of the Land Code;
- (c) a summary of the Land Code;
- (d) a copy of the Individual Agreement;
- (e) a summary of the Individual Agreement;
- (f) a summary of the Framework Agreement; and
- (g) a summary of the Act.

9.2 The information sent in accordance with clause 9.1 will be mailed at least 56 days prior to Voting Day.

9.3 In addition to the information provided under clause 9.1 Council may conduct or cause to be conducted:

- (a) visits at the homes of Eligible Voters;
- (b) telephone contact with Eligible Voters;
- (c) information meetings at (name of) and other appropriate places; and
- (d) such other information activities as may be deemed appropriate.

9.4 Activities conducted in accordance with clause 9.3 may be conducted at any time prior to two days before Voting Day.

9.5 Nothing in clause 9.4 precludes visits to, or telephone contact with, any Eligible Voter on the Voting Day for purposes only of assisting such Eligible Voters to vote.

10. INFORMATION TO THIRD PARTIES

10.1 At least 56 days prior to Voting Day the Lands Manager will provide the following information to each person who holds an Interest in (name of) First Nation Land but is not a Member:

- (a) the date of the Ratification Vote;
- (b) a communiqué from (name of) First Nation explaining the effect of the Ratification Vote;
- (c) a summary of the Act;
- (d) a summary of the Framework Agreement;
- (e) a summary of the Land Code; and
- (f) the name, office address and telephone number of a person who may be contacted for purposes of obtaining copies of the Background Documents or further information about the management of (name of) First Nation Land.

10.2 In addition to information provided in accordance with clause 10.1, (name of) First Nation may meet with, or otherwise provide information directly to, persons who hold an interest in (name of) First Nation land but are not Members.

10.3 Nothing in this Ratification Process precludes (name of) First Nation from providing

information in any form it deems appropriate to a municipal corporation, regional district, first nation or other entity with an interest in land in the vicinity of (name of) First Nation land.

11. AVAILABILITY OF DOCUMENTS

- 11.1 Notwithstanding clause 9, any Member may, on request, obtain a copy of the Ratification Documents and the Background Documents at no cost.
- 11.2 Any Member or the representative of Canada appointed under clause 8.2 of the Framework Agreement may upon request obtain a copy of the Ratification Process in relation to an objection under clause 20.
- 11.3 The Lands Manager will ensure that copies of the Ratification Documents and the Background Documents are available at the administration offices of the (name of) First Nation in sufficient quantities to comply with clause 11.1 and 11.2.

12. PRELIMINARY PROCEDURES

- 12.1 The Ratification Officer, in consultation with Council, will:
- (a) designate the polling places;
 - (b) prepare sufficient copies of regular ballots and mail-in ballots, which will be uniform in size, appearance, quality and weight;
 - (c) prepare sufficient copies of the secrecy envelopes, the identification envelopes, and the return envelopes;
 - (d) prepare sufficient copies of the voting instructions;
 - (e) obtain a sufficient number of ballot boxes;
 - (f) provide for a designated voting area at the polls such that a Registered Voter can mark a ballot free from observation;
 - (g) provide a sufficient number of lead pencils and blue or black ink pens for marking the ballot;
 - (h) ensure that samples of the Ballot Question are posted or available for examination

at the polls; and

- (i) ensure that a Commissioner for Oaths or Notary Public will be available as required.

13. MAIL-IN BALLOTS

13.1 A Registered Voter may cast a mail-in ballot.

13.2 The Ratification Officer will provide a pre-folded and initialled ballot in Form 1, an identification envelope in Form 7, a secrecy envelope, a prepaid return envelope and voting instructions to each Registered Voter who:

- (a) is not a resident on a (name of) First Nation Indian reserve; or
- (b) who otherwise requests of the Ratification Officer to cast a mail-in ballot.

13.3 If an Eligible Voter contacts the Ratification Officer and confirms his or her intention to register, the Ratification Officer will, upon being satisfied as to the Eligible Voter's intention, provide a mail-in ballot to the Eligible Voter.

13.4 To cast a mail-in ballot, a Registered Voter will:

- (a) mark the ballot by placing a cross ("X") in the box marked "YES" or in the box marked "NO";
- (b) enclose and seal the ballot in the secrecy envelope;
- (c) enclose and seal the secrecy envelope in the identification envelope;
- (d) sign the outside of the identification envelope;
- (e) enclose and seal the identification envelope in the prepaid mailing envelope; and
- (f) deliver the sealed mailing envelope to the Ratification Officer.

13.5 A mail-in ballot may be delivered to the Ratification Officer by mail, courier or hand delivery.

13.6 A mail-in ballot must be received by the Ratification Officer no later than the close of the polls on Voting Day.

- 13.7 After the Ratification Officer has received a mail-in ballot, the Ratification Officer will:
- (a) confirm that the sender of the mail-in ballot is a Registered Voter or an Eligible Voter who has confirmed his or her intention to register in accordance with clause 13.3;
 - (b) attach the voter registration document to the mail-in ballot package;
 - (c) record the date when the mail-in ballot package was received;
 - (d) confirm that no other mail-in ballot package has been received from the Registered Voter; and
 - (e) store the mail-in ballot package in a secure location until Voting Day.
- 13.8 The Ratification Officer is personally responsible for the safekeeping of mail-in ballot packages until such time as the packages are opened, verified and deposited in a mail-in ballot box in accordance with clause 13.10.
- 13.9 The Ratification Officer will, after the last mail delivery on Voting Day and prior to the close of the polls on that day, retrieve any mail-in ballot packages from the mail.
- 13.10 After retrieving any mail-in ballot packages in accordance with clause 13.9 and prior to the close of the polls on Voting Day, the Ratification Officer will in the presence of two or more Registered Voters who will act as witnesses:
- (a) open a ballot box to be used only for the mail-in ballots;
 - (b) request the two or more Registered Voters to witness that the ballot box is empty;
 - (c) place his or her signature on the seal;
 - (d) ask the witnesses to place their signatures on the seal;
 - (e) forthwith seal the ballot box;
 - (f) in the presence of the witnesses, open each mail-in ballot package;
 - (g) verify that the signature that appears on the identification envelope is the same as the signature that appears on the voter registration document;

- (h) check the List of Registered Voters to ensure that the Registered Voter has not previously voted by mail-in ballot or in person;
- (i) if the Registered Voter has not already voted, deposit the mail-in ballot in its unopened secrecy envelope into the ballot box; and
- (j) place a line through the name of the Registered Voter on the List of Registered Voters.

13.11 Where:

- (a) a Registered Voter has previously voted in person or by mail-in ballot;
- (b) a voter is not a Registered Voter;
- (c) the signature that appears on the identification envelope is not the same as the signature that appears on the voter registration document; or
- (d) the identification envelope is not signed,

the Ratification Officer will reject the mail-in ballot and note the reason for the rejection on the List of Registered Voters and on the unopened mail-in ballot envelope, and will forthwith place the unopened mail-in ballot envelope into a suitable envelope retained for that purpose.

13.12 The Ratification Officer will:

- (a) execute a Declaration of Ratification Officer in Form 8; and
- (b) ensure that each witness executes a Statement of Witness in Form 9 and Form 9A.

14. VOTING PROCEDURES AT THE POLLS ON VOTING DAY

14.1 The polls will be open from ____ a.m. until ____ p.m. on Voting Day.

14.2 All voting at the polls will be by secret ballot.

14.3 The Ratification Officer is responsible for determining whether a person is an Eligible Voter and a Registered Voter.

- 14.4 At each poll, the Ratification Officer will:
- (a) before the first vote is cast, open the ballot box and request a Registered Voter to witness that the ballot box is empty;
 - (b) thereupon seal the ballot box and place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - (c) keep the ballot box in view for reception of ballots;
 - (d) execute a Declaration of Ratification Officer in Form 10; and
 - (e) ensure that each witness executes a Statement of Witness in Form 11.
- 14.5 When a person at a poll requests to vote, the Ratification Officer will:
- (a) ensure that the person is a Registered Voter;
 - (b) check the List of Registered Voters to ensure that the person has not already voted, either in person or by mail-in ballot; and
 - (c) provide the Registered Voter with a ballot, on the back of which are affixed the Ratification Officer's initials so that the initials can be seen when the ballot is folded.
- 14.6 The Ratification Officer will place, on the List of Registered Voters, a line through the name of every Registered Voter receiving a ballot at a poll.
- 14.7 The Ratification Officer will establish a process of ongoing communication by telephone or other effective means between polls so as to ensure that the List of Registered Voters located at each poll is updated and current in accordance with clause 14.6.
- 14.8 Upon request, the Ratification Officer will explain the method of voting.
- 14.9 If the Ratification Officer determines that the name of a Registered Voter has been omitted, incorrectly set out or incorrectly included on the List of Registered Voters, he or she will, in his or her sole discretion, make the necessary revision and such revision will be final.
- 14.10 A Registered Voter may request special assistance from the Ratification Officer at the polls.

- 14.11 The Ratification Officer will, on request and in the presence of a witness acceptable to the Registered Voter and the Ratification Officer, provide special assistance to a Registered Voter at the polls by marking a ballot in secret as directed by the Registered Voter and immediately folding and depositing the ballot into the ballot box.
- 14.12 The Ratification Officer, after providing special assistance to a Registered Voter, will make an entry on the List of Registered Voters opposite the name of the Registered Voter indicating:
- (a) that the ballot was marked by the Ratification Officer at the request of the Registered Voter;
 - (b) the reason for the Registered Voter's request; and
 - (c) the name of the witness.
- 14.13 Except for a Registered Voter requiring special assistance, every Registered Voter receiving a ballot at a poll will:
- (a) proceed immediately to a designated voting area;
 - (b) mark the ballot by placing a cross ("X") in the box marked "YES" or in the box marked "NO";
 - (c) fold the ballot so as to conceal the mark and expose the initials of the Ratification Officer; and
 - (d) immediately give the folded ballot to the Ratification Officer.
- 14.14 Upon receiving a marked ballot, the Ratification Officer, without unfolding it, will:
- (a) verify his or her initials;
 - (b) remove the perforated strip, if any; and
 - (c) deposit the ballot into the ballot box.
- 14.15 A Registered Voter at a poll who receives a spoiled or improperly printed ballot, or who accidentally spoils a ballot when marking it, is entitled to receive another ballot from the Ratification Officer after returning the original ballot to the Ratification Officer.
- 14.16 The Ratification Officer will record a ballot returned in accordance with clause 14.15 as

spoiled.

- 14.17 A Registered Voter at a poll who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and the Ratification Officer will make an entry on the List of Registered Voters stating that the Registered Voter left the poll without delivering the ballot and will record the ballot as cancelled.
- 14.18 At the time set for closing the polls, the Ratification Officer will declare the polls closed, and entry will be denied to the polls until all Registered Voters remaining in the polls at that time have voted.
- 14.19 After the close of a poll other than the poll at which the Ratification Officer is presiding, the Assistant Ratification Officer presiding at that poll, with the Verifier or Assistant Verifier who will act as a witness, will:
- (a) seal the ballot box at that poll such that no further ballots may be deposited in that ballot box;
 - (b) initial the seal; and
 - (c) forthwith transport the sealed ballot box to the Ratification Officer at the poll at which he or she is presiding.

15. ORDERLY VOTING

- 15.1 Council, with the assistance of the Ratification Officer, will ensure that peace and good order are maintained at the polls.
- 15.2 The Ratification Officer will allow only one Registered Voter at a time into a designated voting area, except for a Registered Voter receiving special assistance.
- 15.3 A Registered Voter who is present and available to vote at a poll before the closing time will be entitled to vote.
- 15.4 No person will:
- (a) interfere or attempt to interfere with a Registered Voter when the Registered Voter is voting;
 - (b) obtain or attempt to obtain information as to how a Registered Voter is about to vote or has voted;

- (c) mark a ballot in a way that identifies the Registered Voter; or
- (d) mark the secrecy envelope for a mail-in ballot in a way that indicates how the ballot was cast.

16. REJECTED BALLOTS

16.1 A cast ballot will be rejected if that ballot:

- (a) was not supplied by the Ratification Officer or assistant Ratification Officer;
- (b) was not marked as either “YES” or “NO”;
- (c) was marked as both “YES” and “NO”;
- (d) was marked outside a box marked “YES” or “NO” such that the Ratification Officer cannot reasonably discern the intent of the Registered Voter; or
- (e) has any writing or mark which can identify the Registered Voter.

16.2 A ballot marked with anything other than a cross (“X”), or marked with anything other than a lead pencil or blue or black pen, will not be rejected if:

- (a) the mark is in a box;
- (b) the mark does not identify the Registered Voter; and
- (c) in the opinion of the Ratification Officer, the intent of the Registered Voter is clear.

17. OPENING MAIL-IN BALLOTS

17.1 After the close of the polls on Voting Day, the Ratification Officer, in the presence of the Verifier and any Registered Voters who may be present, will:

- (a) open the ballot box for mail-in ballots;
- (b) open the secrecy envelope and confirm the authenticity of the ballot by checking the affixed initials; and

- (c) deposit the ballot, without opening or showing it, in a ballot box used at the polls.

18. COUNTING OF BALLOTS

18.1 After the mail-in ballots have been deposited in a ballot box and after all ballot boxes have been received from the polls, the Ratification Officer, in the presence of the Verifier and any Registered Voter who may be present, will:

- (a) count the number of spoiled ballots;
- (b) examine all ballots contained in the ballot boxes;
- (d) reject any ballots as required under clause 16.1; and
- (e) count the number of ballots marked “YES”, the number of ballots marked “NO” and the number of rejected ballots.

18.2 When the results of the Ratification Vote have been determined the Ratification Officer will execute a Certification by Ratification Officer in Form 12.

18.3 The Ratification Officer will seal in separate envelopes the spoiled ballots, the rejected ballots, the ballots cast in favour and the ballots cast against and will thereupon:

- (a) affix his or her signature to the seals; and
- (b) request the Verifier to affix his signature to the seals.

18.4 The Ratification Officer will retain the separate envelopes for at least 60 days in his or her secure possession, and may unless otherwise instructed by Council thereafter destroy the ballots cast, including the rejected ballots, and the spoiled ballots.

19. PROCEDURAL AMENDMENTS

19.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer, Council or its designate and the Verifier may agree upon a variation of the procedural requirements of this Ratification Process if they:

- (a) deem it necessary to do so; and

- (b) reasonably believe the variation will not result in any substantive change to those procedural requirements.
- 19.2 The Verifier will state in writing the nature and basis of a variation under clause 19.1 and make a copy of the statement publicly available.
- 19.3 The Ratification Officer or Verifier may modify a form appended to this Ratification Process to add or update, but not remove, material detail.

20. OBJECTIONS

- 20.1 An Eligible Voter or the representative of Canada appointed under clause 8.2 of the Framework Agreement may file an objection with the Verifier if the Eligible Voter or representative has reasonable grounds for believing that:
- (a) there was a violation of, or irregularity in, this Ratification Process; and
 - (b) the final result of the Ratification Vote might have been different but for the violation or irregularity.
- 20.2 An objection must be received by the Verifier within five days of the Voting Day.
- 20.3 An objection must be in writing and must:
- (a) identify the name, address and telephone number of the Eligible Voter or representative of Canada making the objection;
 - (b) summarize the grounds for the objection; and
 - (c) be accompanied by a statutory declaration setting out the grounds for the objection.
- 20.4 The Verifier may, if the material provided under clause 20.3 is insufficient to decide the validity of the objection, conduct such further investigations as he deems necessary.
- 20.5 If an objection is filed under this clause, the Verifier will, within 15 days of Voting Day determine whether the objection is valid.
- 20.6 If the Verifier determines the objection is valid, he may allow the objection and call another Ratification Vote.

20.7 If the Verifier determines that:

- (a) there was neither a violation of, nor an irregularity in, this Ratification Process; or
- (b) there was a violation of, or an irregularity in, this Ratification Process but the final result of the Ratification Vote was not affected thereby,

the Verifier will dismiss the objection.

21. REPORT BY VERIFIER

21.1 Within 15 days of the Voting Day, the Verifier will send a written report in Form 13 on the conduct of the Ratification Vote to the (name of) First Nation and the Minister of the Department.

22. CERTIFICATION OF LAND CODE

22.1 The Land Code and the Individual Agreement will be approved if:

- (a) a majority of the Registered Voters vote to approve them; and
- (b) at least 25 per cent plus one of all Eligible Voters vote to approve them.

22.2 If the Land Code and the Individual Agreement are approved, Council will, as soon as practicable after receiving the report of the Verifier under clause 21.1, pass a resolution in Form 14 and send a copy of the approved Land Code and a declaration of the results of the vote to the Verifier.

22.3 Upon receiving the Land Code and the resolution in Form 14 from Council, the Verifier will certify the Land Code in Form 15 and send a copy of Form 15 together with a copy of the certified Land Code to the (name of) First Nation, the Minister of the Department and the Chair of the Lands Advisory Board.

BALLOT QUESTION

Do you approve:

- **The (name of) First Nation Land Code, dated for reference _____, 200_; and**
- **The Individual Agreement with Her Majesty the Queen in right of Canada?**

EXPLANATION

A “**YES**” vote means that (name of) First Nation will manage its own reserve lands under the (name of) *First Nation Land Code*.

A “**NO**” vote means that (name of) First Nation lands will continue to be managed by the Department of Indian Affairs under the *Indian Act*.

YES

NO

Mark this Ballot by placing a Cross (**×**) in one of the above boxes.

Form 2
Ratification Process

FIRST NATION COUNCIL RESOLUTION
(Information to Verifier)

The Council of (name of) First Nation, in accordance with the clause 8.3 of the Framework Agreement on First Nation Land Management and clause 4 of the (name of) First Nation Community Ratification Process, do hereby resolve to submit the following information to the verifier, in quadruplicate:

1. the proposed (*name of*) *First Nation Land Code* dated for reference _____, 200_;
2. the initial List of Voters who, according to the records of (name of) First Nation, would be eligible to vote on whether to approve the proposed (*name of*) *First Nation Land Code*; and
3. the proposed (name of) First Nation Community Ratification Process, dated for reference _____, 200_.

Dated at (name of), Province of British Columbia on the _____ day of _____ 200__.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of __ Council members)

Form 2A
Ratification Process

CONFIRMATION BY VERIFIER
(Land Code and Individual Agreement Ratification Process)

CANADA)
)
PROVINCE OF BRITISH COLUMBIA)

I, _____, of _____, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was appointed as the Verifier for (name of) First Nation by the First Nation on the ____ day of _____ 200_ and by Canada on the ____ day of _____ 200_ for the purpose of verifying the community approval of their Land Code and their Individual Agreement, in accordance with the Framework Agreement on First Nation Land Management and the *First Nations Land Management Act*.
2. In accordance with clause 8.3 of the Framework Agreement, I received the following information from (name of) First Nation on _____, 200_:
 - (a) a copy of *the (name of) First Nation Land Code*;
 - (b) a list of the names of every Member of (name of) First Nation who, according to (name of) First Nation's records at that time, would be eligible to vote on whether to approve the Land Code and the Individual Agreement; and
 - (c) a detailed description of the community approval process that (name of) First Nation proposes to use.
3. A true copy of the Land Code, entitled the *(name of) First Nation Land Code*, dated for reference _____, 200_ is attached hereto as Exhibit "1" to this declaration.
4. A true copy of the community approval process, entitled (name of) First Nation Community Ratification Process, dated for reference _____, 200_ is attached hereto as Exhibit "2" to this declaration.
5. In accordance with clause 8.4 of the Framework Agreement and section 8 of the Act, I reviewed the *(name of) First Nation Land Code* and the (name of) First Nation Community Ratification Process to decide whether:

- (a) the *(name of) First Nation Land Code* conforms with the requirements of clause 5 of the Framework Agreement and section 6 of the Act; and
 - (b) the (name of) First Nation Community Ratification Process conforms with clause 7 of the Framework Agreement and section 8 of the Act.
6. In accordance with clause 8.8 of the Framework Agreement and section 8.1(a) of the Act, *the (name of) First Nation Land Code* and the (name of) First Nation Community Ratification Process are hereby confirmed/not confirmed as being consistent with the Framework Agreement.
7. My reasons for not confirming *the (name of) First Nation Land Code* or (name of) First Nation Community Ratification Process are as follows:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
_____ of _____,)
in the Province of _____, this)
_____ day of _____, 200_.)
)
)
)
_____)
A Commissioner for Oaths in and)
for the Province of _____.

_____, Verifier

Form 3
Ratification Process

FIRST NATION COUNCIL RESOLUTION
(Commencement of Vote)

The Council of (name of) First Nation, in accordance with the Framework Agreement on First Nation Land Management and clause 6 of the (name of) First Nation Community Ratification Process, do hereby resolve to:

1. Confirm _____ as the Ratification Officer;
2. Confirm the List of Voters;
3. Approve the text of the (name of) First Nation Community Ratification Process, dated for reference _____, 200_;
4. Approve for community ratification *the (name of) First Nation Land Code*, as confirmed by the Verifier and dated for reference _____, 200_;
5. Approve for community ratification the Individual Agreement, which includes a process for amendment;
6. Hold a Ratification Vote to determine if the community approves the Ratification Documents in accordance with the (name of) First Nation Community Ratification Process as confirmed by the Verifier on _____, 200_;
7. Confirm the Ballot Question in the form attached as Annex #1; and
8. Set the Voting Day to be the ___ day of _____ 200_.

Dated at (name of), Province of British Columbia on the ___ day of _____ 200_.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of __ Council members)

Form 4
Ratification Process

APPOINTMENT OF RATIFICATION OFFICER

Date

I, _____, agree to act as Ratification Officer for the Ratification Vote to determine if the voters of the (name of) First Nation approve the Ratification Documents, and will discharge my duties in accordance with the (name of) First Nation Community Ratification Process and the requirements of confidentiality.

_____, Ratification Officer

Form 4A
Ratification Process

APPOINTMENT OF AN ASSISTANT RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my assistant in carrying out my duties in accordance with the (name of) First Nation Community Ratification Process for the purpose of the Ratification Vote.

_____, Ratification Officer

I, _____ agree to act as an assistant to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities and in accordance with the (name of) First Nation Community Ratification Process and the requirements of confidentiality.

Assistant Ratification Officer

Form 5
Ratification Process

NOTICE OF VOTE

TO: MEMBERS OF (NAME OF) FIRST NATION

TAKE NOTICE that a Ratification Vote will be held in accordance with the (name of) First Nation Community Ratification Process on _____, 200_ in order to determine if Registered Voters approve the (name of) *First Nation Land Code* and the Individual Agreement.

The following question will be asked of the Registered Voters of (name of) First Nation by ballot:

"Do you approve:

- **The (name of) First Nation Land Code, dated _____, 200_ and**
- **The Individual Agreement with Her Majesty the Queen in Right of Canada?**

The Ratification Vote will take place on _____ day, the __ day of _____, 200_ from ____ a.m. until ____ p.m. at:

The (name of) First Nation Administration Offices and _____
(Street address) _____, British Columbia (Street address), _____, British Columbia

Copies of the Background Documents, the Ratification Documents and the Ratification Process may be obtained from _____, Land Management Coordinator, at the (name of) First Nation Administration Offices, (address) Province of British Columbia, telephone _____.

AND FURTHER TAKE NOTICE that all Members of (name of) First Nation 18 years of age or older as of the date of the Ratification Vote are eligible to vote, **PROVIDED THAT SUCH MEMBERS MUST COMPLETE A VOTER REGISTRATION DOCUMENT TO BE PLACED ON THE LIST OF REGISTERED VOTERS.** Voter registration documents will be sent to all Eligible Voters whose address is on record with the (name of) First Nation. Voter registration documents are also available from _____, Ratification Officer at the address and telephone number appearing below.

DATED at (name of), Province of British Columbia this _____ day of _____ 200_.

_____, Ratification Officer
_____, Province of British Columbia, _____
Telephone: () _____ Facsimile: () _____

NOTE: Any Registered Voter may vote by mail-in ballot. If an Eligible Voter has not received a Voter Registration Document by _____, 200_ please contact the Ratification Officer so that the necessary form can be supplied to you.

Form 6
Ratification Process

VOTER REGISTRATION DOCUMENT
To Vote in the (name of) First Nation Ratification Vote

I, _____, am registering as a Registered Voter and:
(Print full name)

(Check one only)

I will be able to attend a polling station in person

OR

I wish to receive a mail-in ballot package.

My mailing address is: _____

_____ Postal/Zip Code

My phone number is: _____

I confirm that I am at least 18 years of age, or will be 18 years of age by _____, 200_
and I am a Member of the (name of) First Nation, and that:

My Band Number is _____ and my Date of Birth is _____;

And that I have signed this Voter Registration Form, together with a witness to my signature.

Signature of Eligible Voter

Date

Signature of Witness

Print Name of Witness

For Ratification Officer's Use Only

This is to certify that this Eligible Voter has been registered and his or her full name, band number and date of birth have been placed on the List of Registered Voters.

Date

_____, Ratification Officer

**Form 7
Ratification Process**

IDENTIFICATION ENVELOPE

IDENTIFICATION ENVELOPE

**(NAME OF) FIRST NATION
RATIFICATION VOTE**

PLEASE ENCLOSE ONE SECRECY ENVELOPE CONTAINING ONE BALLOT

Full Name of Registered Voter: _____
(Please print you name)

I confirm that this envelope contains only my ballot, which is sealed inside a secrecy envelope.

Signature of Registered Voter

**Form 8
Ratification Process**

**DECLARATION OF RATIFICATION OFFICER
(Mail-in Ballots)**

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally responsible for receiving all mail-in ballots at (name of) First Nation when Registered Voters of (name of) First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. In preparation for depositing mail-in ballots, I opened ballot box number #__.
3. I saw that the ballot box was empty and I asked Registered Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of the Registered Voters who were present, and prepared it for the reception of ballot papers.
5. I personally deposited all of the mail-in ballots received by me into ballot box #__ without opening the secrecy envelope, and kept the ballot box sealed when not in my custody until the ballots were counted.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____,)
200_.)
) _____)
) _____, Ratification Officer)
)

A Commissioner for Oaths in and for the
Province of British Columbia

Form 9
Ratification Process

STATEMENT OF WITNESS
(Deposit of Mail-In Ballots)

Date

I, _____ was personally present at _____ on the __ day of _____, 200_ when the Ratification Officer deposited the secrecy envelopes containing the mail-in ballots in ballot box #__, and:

1. I am a Registered Voter.
2. I witnessed that ballot box #__ was empty before any secrecy envelopes containing mail-in ballots were deposited.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

Form 9A
Ratification Process

STATEMENT OF WITNESS
(Opening of Mail-In Ballots)

Date

I, _____ was personally present at _____ on the ___ day of _____, 200_ when the Ratification Officer opened the mail-in ballot packages, and:

1. I am a Registered Voter.
2. The mail-in ballot packages were unopened immediately prior to the time the Ratification Officer opened them.
3. The Ratification Officer confirmed that the signatures that appeared on the identification envelopes were the same as the signatures that appeared on the voter registration documents.
4. The Ratification Officer checked the List of Registered Voters and ensured that the Registered Voter whose name appeared on the mail-in ballot package had not previously voted in person or by mail-in ballot.
5. The Ratification Officer placed a line through the name of each Registered Voter on the List of Registered Voters when she deposited the secrecy envelope of that Registered Voter in the separate ballot box kept for that purpose.

Witness

DECLARATION OF RATIFICATION OFFICER
(Regular Polls)

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____ on the __ day of _____, 200_ when Registered Voters of (name of) First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. Immediately before the Ratification Vote began, I opened ballot box number #__.
3. I saw that the ballot box was empty and I asked Registered Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____)
200_.)
_____)
_____) _____, Ratification Officer
A Commissioner for Oaths in and for the)
Province of British Columbia)

Form 11
Ratification Process

STATEMENT OF WITNESS
(Regular Polls)

Date

I, _____, was personally present at the polling place at _____ on the __ day of _____, 200_ when Registered Voters of (name of) First Nation were to vote in a Ratification Vote concerning the Ratification Documents, and

1. I am a Registered Voter.
2. I witnessed that the ballot box #__ was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

Form 12
Ratification Process

CERTIFICATION BY RATIFICATION OFFICER
(Conclusion of Vote)

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer for (name of) First Nation in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on the __ day of _____, 200_ when Registered Voters of (name of) First Nation voted concerning approval of *the (name of) First Nation Land Code* and Individual Agreement in accordance with the (name of) First Nation Community Ratification Process.
2. A true copy of the Notice of Vote is attached as Exhibit “1” to this Declaration.
3. In accordance with clause 8.1 of the (name of) First Nation Community Ratification Process I posted the Notice of Vote at least 56 days prior to the Voting Day.
4. The voting procedure, including the handling of mail-in ballots and the counting of results, was conducted in accordance with clauses 12 to 19, both inclusive, of the (name of) First Nation Community Ratification Process.
5. The names of _____ Eligible Voters appeared on the List of Voters.
6. The number of Eligible Voters who registered was _____ and their names were entered on the List of Registered Voters.
7. The number of Registered Voters who constituted a majority was _____.
8. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land Management* and section 12(2) of the *First Nations Land Management Act* was _____.
9. The results of the Ratification Vote are as follows:
 - (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with

clause 13 of the (name of) First Nation Community Ratification Process;

- (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 14 and 15 of the (name of) First Nation Community Ratification Process;
- (c) _____ ballots were spoiled as provided in clause 14.16 of the (name of) First Nation Community Ratification Process;
- (d) _____ ballots were rejected in accordance with clause 13.11 of the (name of) First Nation Community Ratification Process and not opened or deposited into the ballot box;
- (e) _____ ballots were cancelled in accordance with clause 14.17 of the (name of) First Nation Community Ratification Process;
- (f) _____ ballots were rejected in accordance with clause 16.1 of the (name of) First Nation Community Ratification Process;
- (g) _____ ballots were marked “YES” for the Ballot Question; and
- (h) _____ ballots were marked “NO” for the Ballot Question.

10. Based on the need to meet or exceed the number of Registered Voters in item 7, and the number of Eligible Voters in item 8, above, the Ratification Documents were *approved/not approved* by the Registered Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the _____)
Province of _____, this _____)
day of _____ 200_ .)
_____)
_____, Ratification Officer)
_____)
A Commissioner for Oaths in and for the)
Province of British Columbia)

Form 13
Ratification Process

REPORT BY VERIFIER
(Conclusion of Vote)

CANADA)
)
Province of British Columbia)

I, _____ of _____, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on the ___ day of _____, 200_ when Registered Voters voted concerning approval of *the (name of) First Nation Land Code* and their Individual Agreement in accordance with the (name of) First Nation Community Ratification Process.
2. A copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with clause 8.1 of the (name of) First Nation Community Ratification Process, the Ratification Officer posted the Notice of Vote at least 56 days prior to the Voting Day.
4. In accordance with clause 8.2 of the (name of) First Nation Community Ratification Process, I arranged for the Notice of Vote to be published in the _____ at least 28 days prior to the Voting Day.
5. In accordance with clause 9.2 of the (name of) First Nation Community Ratification Process, a copy of the Notice of Vote and the documents listed in clause 9.1 were sent to each person on the List of Voters at their last known address at least 56 days prior to the Voting Day.
6. In accordance with clauses 9.3 and 9.4 of the (name of) First Nation Community Ratification Process, door-to-door visits, community information meetings and telephone contacts were made in the community.
7. In accordance with clause 10.1 of the (name of) First Nation Community Ratification Process, the information package was sent to any persons who are not Members who hold an interest in (name of) First Nation Land at least 56 days prior to the Voting Day.
8. The names of _____ Eligible Voters appeared on the List of Voters.
9. The number of Eligible Voters who registered was _____ and their names were entered on the List of Registered Voters.
10. The number of Registered Voters who constituted a majority was _____.
11. The number of Eligible Voters who constituted the minimum percentage required for approval

under clause 7.4 of the Framework Agreement on First Nation Land Management and section 12(2) of the *First Nations Land Management Act* was _____.

12. The results of the Ratification Vote are as follows:

- (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 13 of the (name of) First Nation Community Ratification Process;
- (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 14 and 15 of the (name of) First Nation Community Ratification Process;
- (c) _____ ballots were spoiled as provided in clause 14.16 of the (name of) First Nation Community Ratification Process;
- (d) _____ ballots were rejected in accordance with clause 13.11 of the (name of) First Nation Community Ratification Process and not opened or deposited into the ballot box;
- (e) _____ ballots were cancelled in accordance with clause 14.17 of the (name of) First Nation Community Ratification Process;
- (f) _____ ballots were rejected in accordance with clause 16.1 of the (name of) First Nation Community Ratification Process;
- (g) _____ ballots were marked “YES” for the Ballot Question; and
- (h) _____ ballots were marked “NO” for the Ballot Question.

13. Based on the need to meet or exceed the number of Registered Voters in item 10, and the number of Eligible Voters in item 11, the Ratification Documents were *approved/not approved* by the Registered Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the)
Province of _____, this _____)
day of _____ 200___.)
_____)
A Commissioner for Oaths in and for the)
Province of British Columbia)

_____)
_____, Verifier

**Form 14
Ratification Process**

FIRST NATION COUNCIL RESOLUTION
(Submission to Verifier at Conclusion of Vote)

Whereas the (name of) *First Nation Land Code* and the Individual Agreement were submitted to a Ratification Vote at (name of) First Nation on the ___ day of _____, 200_;

And Whereas the Verifier has reported that the Ratification Vote was conducted in accordance with the (name of) First Nation Community Ratification Process confirmed by the Verifier;

And Whereas the Registered Voters approved these documents at the Ratification Vote held on the ___ day of _____, 200_;

Now therefore the Council of (name of) First Nation, in accordance with the *Framework Agreement on First Nation Land Management* and clause 22.2 of the (name of) First Nation Community Ratification Process, do hereby resolve to send to the Verifier the approved (name of) *First Nation Land Code*, attached hereto as Annex "1", for certification by the Verifier.

Dated at (name of), Province of British Columbia this _____ day of _____, 200_.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of ___ Council members)

Form 15
Ratification Process

CERTIFICATION OF LAND CODE

Whereas the *(name of) First Nation Land Code* and the Individual Agreement were submitted to a Ratification Vote at (name of) First Nation on the __ day of _____, 200_;

And Whereas I have reported that the Ratification Vote was conducted in accordance with the (name of) First Nation Community Ratification Process confirmed by me as the Verifier;

And Whereas the *(name of) First Nation Land Code* and the Individual Agreement were approved by the Registered Voters at the Ratification Vote on the __ day of _____, 200_;

Therefore, I hereby certify the *(name of) First Nation Land Code*, attached as Annex "1" hereto.

Dated at _____ this _____ day of _____, 200_.

_____, Verifier

RO/ARO VOTERS INSTRUCTIONS SAMPLE

Assistant RO Manager, when needed, will provide, via e-mail, Avery Label (5160) formatted mailing addresses for all FN eligible electors in the following formats:

- Alphabetical order
- Off Reserve electors; on Reserve electors
- Geographical

Assistant RO, 3 months prior to the final vote day, will secure PO Box for the receipt of mail-in ballots and will retain the key(s) for the box and will pick up mail on a regular basis. Mail-in ballots will then be stored in FN safe. Land Manager should be provided with the names of those electors that have sent in their mail-in ballots.

The Post Office Box should be in the name of FN Land Code Vote.

When needed, Assistant RO will provide RO with an alpha Voter List, along with date of births.

Xpresspost mail might be used for outgoing mail-in ballot packages for those electors residing in another Province or in the USA.

Assistant RO will, when needed, obtain USA postage stamps and send them to RO for use on the mail-in ballot prepaid return envelopes.

If FN has their own Peacekeeper force they can be used, if needed, to keep peace at the poll stations

RO will, provide Land Manager will an estimate of costs of materials and supplies needed for the vote.

There may be a Procedural Amendment to section 13.8/13.9 to allow the RO/ARO'S/Scrutineers/Verifier to process mail-in ballots in accordance with section 13.9 sometime in between the 1st vote day and before the start of the final vote day.

Counting of the ballots will occur as per section 17.1, on the final day of voting, immediately after the close of the polls. The Notice of Vote should probably make mention of this and the location of the count and that it is open to the public. (electors)



SUMMARY OF THE FIRST NATION LAND MANAGEMENT ACT BILL C-49

“An Act providing for the ratification and bringing into effect of the *Framework Agreement on First Nation Land Management*”

Introduction

The *First Nation Land Management Act (FNLMA)* was required under the *Framework Agreement on First Nation Land Management (Framework Agreement)* for two purposes:

1. to ratify the *Framework Agreement*, and
2. to implement those clauses of the *Framework Agreement* that affect third parties or other federal laws; or that are considered important enough to be repeated in the legislation.

The *FNLMA* is intended to be consistent with the *Framework Agreement* and to apply to the First Nations (FN) that are signatories to the *Framework Agreement* (set out in the schedule to the *FNLMA*). The *FNLMA* was previously introduced in Parliament on December 10, 1996, but the federal election that year prevented it from being enacted. The Bill was reintroduced as Bill C-49 in June of 1998. It was finally enacted and given royal assent on June 7, 1999.

Ratification

The *Framework Agreement* is the document that sets out the terms and conditions under which a FN can establish its own land management regime and remove its reserve lands from the Minister’s control under the *Indian Act*. However, the *Framework Agreement* cannot come into force until it is ratified by both Canada and two FNs. Three FNs have already ratified the *Framework Agreement*, and Canada has fulfilled its obligation by enacting the *FNLMA*.



SUMMARY OF THE FRAMEWORK AGREEMENT

History

The *Framework Agreement on First Nation Land Management (Framework Agreement)* recognizes that First Nations (FN) have an inherent right to manage their reserve lands and resources. The *Framework Agreement* provides FNs with the option to govern their reserve lands and resources under their own Land Codes (LC), free from constraints imposed by the Minister and federal officials under the *Indian Act*.

The Lands Advisory Board and a national group of 14 dedicated Chiefs developed and negotiated this historic government-to-government arrangement with Canada in 1996. The *Framework Agreement* identifies the jurisdiction assumed by the FNs, which includes decision-making authority over their lands and resources, as well as the power to design and enforce their laws over these reserve lands and resources. A *Framework Agreement* FN is unconditionally recognized as exercising all of the rights, powers and privileges of a land owner.

Parliament ratified the *Framework Agreement* in 1999 by passing the *First Nations Land Management Act*. Three FNs implemented their LCs on January 1, 2000 – day on of the new millennium. During the twelve years since these historic beginning thirty-four other FNs have implemented their LCs. The Lands Advisory Board and the Resource Centre have worked diligently during this period to provide support services to the *Framework Agreement* signatories.

As a result, the *Framework Agreement* is proving to be, without a doubt, a major success story because FNs are in the driver's seat.

Taking Control of Land Management

A FN signatory to the *Framework Agreement* exercises its land management option by creating its own LC, drafting a Community Ratification Process (CRP) and entering into a further Individual Agreement with Canada. The specific steps are set out in the *Framework Agreement* and include the following:

Land Code (LC): A LC, drafted by the community, will be the basic land law of the FN and will replace the land management provisions of the *Indian Act*. The Minister of Aboriginal Affairs and Northern Development Canada (AANDC) will no longer be involved in the management of the FN's reserve lands. The LC does not have to be approved by the Minister.

Individual Agreement: An Individual Agreement between each community and the Minister will be negotiated to deal with such matters as:



- The reserve lands to be managed by the FN,
- The specifics of the transfer of the administration of land from Canada to the FN,
- The development and operational funding to be provided by Canada to the FN land management.

Community Ratification Process (CRP): In order for the FN to assume control over its lands, the LC and the Individual Agreement must be ratified by the adult members of the FN. All members of the FN who are at least 18 years of age, whether living off-reserve or on-reserve, have the right to vote on the LC and the Individual Agreement. The procedure for the CRP is developed by the community in accordance with the *Framework Agreement*.

Federal Legislation: Canada agreed to ratify the *Framework Agreement* by enacting federal legislation consistent with the *Framework Agreement*. An Act for this purpose was previously introduced in Parliament on December 10, 1996, but the federal election that year prevented it from being enacted. The Bill was re-introduced as Bill C-49 in June of 1998. The *First Nations Land Management Act* was enacted and given royal assent on June 17, 1999.

Verification: An independent person selected jointly by the FN and Canada, called a Verifier, will confirm that the CRP and LC are consistent with the *Framework Agreement*. The Verifier will monitor the CRP to ensure that the rules are followed.

Transfer of Land Management: If the Community ratifies the LC and the Individual Agreement, control over FN land and resources is transferred from under the *Indian Act* to the FN's land laws and administration.

Title to First Nations

Reserve lands under the *Indian Act* are held by Her Majesty and are set apart for the use and benefit of a FN. This will not change under the *Framework Agreement*. These Lands remain a federal responsibility under section 91(24) of the *Constitution Act*, 1867. In addition, the FN's land will be protected against surrender for sale.

Legal Status and Powers of First Nations

The *Framework Agreement* provides these FNs with all the legal status and powers needed to manage and govern their lands and resources. While FNs will not be able to sell their land, they will be able to lease or develop their lands and resources, subject to any limits imposed by their own community in laws and LCs.

Law-Making Powers: A FN managing its lands under a LC will have the power to make laws in respect of the development, conservation, protection, management, use and possession of FN land. The LC does not authorize laws relating to the taxation of real or personal property. Such laws must be made separately pursuant to section 83 of the



Indian Act. The FN's Council can continue to make by-laws under section 81 of the *Indian Act*.

Land Management: The *Framework Agreement* provides the FN with all the powers of an owner in relation to its FN land, except for control over title or the powers to sell it. The FN's Council can manage land and resources, as well as revenues from the land and resources, in accordance with its LC.

Third Party Interests: Interests in FN land held by third parties, or by Canada, will continue in effect according to their terms and conditions under a LC. No new interests or licences may be acquired or granted except in accordance with the LC.

First Nation Expropriation: The FN will have the power to acquire lands for community purposes upon payment of fair compensation to those whose interests are affected.

Accountability: A LC will make provision for a FN to report to its members and to be accountable for its management of lands, resources and revenues.

Marriage Breakdown: A FN will finally be able to deal with the rights of spouses to interests in FN land if their marriage breaks down. This is not currently addressed under the *Indian Act*. The community must, within 12 months of passage of its LC, develop and enact rules and procedures on this topic. The new rules and procedures will ensure the equality of women and men.

Registration of Interests: The main registrar will be that of the FN. All documents pertaining to land matters of a reserve will be recorded there. Canada will maintain a duplicate First Nations Land Register to record all documents respecting interests in the reserve lands of *Framework Agreement* FNs.

Protection of First Nation Land

The preserving of the quantity and quality of existing FN lands is a fundamental principle of the *Framework Agreement*. Some aspects of this principle are summarized below:

Taxation and Seizure under Legal Process: The current exemption of reserve lands, and personal property situated on-reserve, will continue under the relevant provision of the *Indian Act*.

Environmental Protection: A FN will have the power to make environmental protection and assessment laws.

Voluntary Exchange of Lands: A FN may decide that it is advantageous to exchange some of its FN lands for other lands. Provision can be made in its LC for a procedure to



negotiate and approve such exchanges. An exchange of land cannot occur without the consent of the FN community.

No Provincial Expropriation: Under the *Framework Agreement* there can be no expropriation of FN land by a provincial or municipal government or agency.

Restricted Federal Expropriation: Canada's power to expropriate FN land is restricted. That power can only be exercised with Cabinet approval and only when the expropriation is justified and necessary for a federal public purpose that serves the national interest. Compensation must include provision for equivalent lands so that the land base of the FN is not diminished.

Enforcement: The FN will have full power to enforce its land and environmental laws and may enter into further agreements with other jurisdictions to assist in such enforcement. A FN can appoint its own Justice of the Peace to try offences created under a LC or a FN law, and can appoint its own prosecutor. FN laws may make provision for search and seizure, fines, imprisonment, restitution, community service or alternate means for achieving compliance with its laws.

Continuing Federal Responsibility

Canada will remain liable for and will indemnify a FN for losses suffered as a result of any act or omission by Canada, or its agents, that occurred before the LC comes into effect. After that date, the FN is responsible for its own acts or omissions in managing its lands.

Dispute Resolution

The FN will establish its own processes for dealing with disputes in relations to its lands and resources. These can include mediation, neutral evaluation and arbitration.

In the case of a disagreement between the FNs and Canada on the meaning or implementation of the *Framework Agreement*, there are provisions in the *Framework Agreement* to resolve the dispute outside of the courts.

Lands Advisory Board Resource Centre

The FNs established a Lands Advisory Board Resource Centre to assist them in implementing their own land management regimes, including developing model LCs, laws, documents, agreements and management systems.

COMMUNIQUÉ

TAKE NOTICE THAT in accordance with:

1. The *Framework Agreement on First Nation Land Management*, dated February 12, 1996 as amended;
2. The *First Nations Land Management Act*, S.C. 1999, c. 24;
3. The Individual Agreement on First Nation Land Management made under clause 6.1 of the *Framework Agreement on First Nation Land Management* between _____ First Nation and the Government of Canada; and
4. The _____ First Nation Community Ratification Process dated _____, 20__;

the Eligible Voters of _____ First Nation will participate in a community Ratification Vote on ___ day, the ___ day of _____, 20__ the effect of which would be to:

1. Ratify *the Framework Agreement on First Nation Land Management*;
2. Ratify the _____ *First Nation Land Code* dated _____, 20__; and
3. Ratify the Individual Agreement on First Nation Land Management made under clause 6.1 of the *Framework Agreement on First Nation Land Management* between _____ First Nation and the Government of Canada.

AND FURTHER TAKE NOTICE THAT the further effect of such ratification would:

1. Continue in force the interests and licenses in relation to _____ First Nation Land existing as of the date of the coming into effect of the _____ *First Nation Land Code* in accordance with the *Code* and the terms or conditions of such interests and licenses;
2. Transfer to _____ First Nation the rights and obligations of Her Majesty the Queen in right of Canada as grantor of interests and licenses in _____ First Nation Land, including the power to manage _____ First Nation Land, the rights, powers and privileges of an owner, excepting title, the authority to grant interests and licenses, the authority to collect revenues and the authority to manage natural resources, in relation to _____ First Nation Land;
3. Enable _____ First Nation to prescribe the rights of locatees in possession of _____ First Nation Land;
4. Preclude the acquisition or grant of an interest or license in _____ First Nation Land except in accordance with the _____ *First Nation Land Code*; and
5. Require disputes in relation to third party interests in _____ First Nation Land to be dealt with in accordance with the dispute resolution provisions of the _____ *First Nation Land Code*.

_____ FIRST NATION
COMMUNITY RATIFICATION PROCESS

- in accordance with -

*The Framework Agreement on
First Nation Land Management*

Dated for Reference

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FORMS

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Form 2	Confirmation by Verifier (Land Code and Ratification Process)
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Form 4	Appointment of Assistant Ratification Officer
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Form 7	Declaration of Ratification Officer (Mail-in Ballots)
Form 8	Statement of Witness (Mail-in Ballots)
Form 9	Declaration of Ratification Officer (Regular Polls)
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Form 11	Certification of Ratification Officer (Conclusion of Vote)

Ratification Process – _____ First Nation

Form 12 Report by Verifier (Conclusion of Vote)

Form 13 First Nation Council Resolution (Submission to Verifier, Conclusion of Vote)

Form 14 Certification of Land Code

First Nation
COMMUNITY RATIFICATION PROCESS

1. TITLE AND PURPOSE

- 1.1 The title of this document is the *First Nation Community Ratification Process*.
- 1.2 The purpose of this document is to set out the procedure by which First Nation will decide whether to approve its proposed Land Code and the proposed Transfer Agreement with Canada, as required under the *Framework Agreement on First Nation Land Management*.

2. DEFINITIONS

- 2.1 In this document:

"Background Documents" means:

- (a) the *Framework Agreement on First Nation Land Management*;
- (b) the *First Nations Land Management Act*;
- (c) a summary of the *Framework Agreement on First Nation Land Management*;
- (d) a summary of the *First Nations Land Management Act*;
- (e) a summary of the *First Nation Land Code*; and
- (f) a summary of the Transfer Agreement;

"Ballot Question" means the question asked of the Voters in the Ratification Vote in Form 1;

"Council" means the Chief and Councillors of the First Nation;

"Department" means the Department of Indian Affairs and Northern Development;

"Eligible Voter" means a Member of First Nation who is 18 years of age or older on Voting Day;

"*Framework Agreement*" means the *Framework Agreement on First Nation Land Management* entered into between the Minister of Indian Affairs and Northern Development and the Chiefs of fourteen First Nations on February 12, 1996, as amended;

"Land Code" means *the* *First Nation Land Code*;

"Lands Manager" means the employee responsible for the management of First Nation reserve lands and includes the Land Management Coordinator and any assistant designated by the Land Management Coordinator;

Ratification Process – _____ First Nation

"List of Voters" means the list of Eligible Voters prepared in accordance with clause 3;

"Member" means a person whose name appears or is entitled to appear on the _____ First Nation membership list;

"Ratification Documents" mean the proposed _____ *First Nation Land Code* and the proposed Transfer Agreement;

"Ratification Process" means this _____ First Nation Community Ratification Process;

"Ratification Officer" means the person appointed by Council under clause 6.1;

"Ratification Vote" means a vote by the Eligible Voters on the Ballot Question conducted according to the Ratification Process;

"Transfer Agreement" means the Individual First Nation Agreement made between _____ First Nation and Her Majesty in right of Canada in accordance with clause 6.1 of the *Framework Agreement* and dated _____, _____;

"Verifier" means the person appointed as Verifier under the *Framework Agreement* and includes any assistant appointed by the Verifier; and

"Voting Day" means the date set for holding the Ratification Vote.

- 2.2 Unless otherwise provided words defined in the *Framework Agreement* have the same meaning in this Ratification Process.
- 2.3 When calculating time, where anything is to be done within a time after, from, of or before a specified day, or where a time is expressed to begin after or to be from a specified day, the time does include that day.
- 2.4 Words in the singular include the plural, words in the plural include the singular and words in the masculine include the feminine, as the case _____ be.

3. LIST OF VOTERS

- 3.1 The Lands Manager, in consultation with the Council, will ensure that a List of Voters is prepared containing the full names, current addresses and band numbers of the Eligible Voters.

4. INFORMATION TO VERIFIER

- 4.1 The Chief of the _____ First Nation will send, or cause to be sent, in quadruplicate the following documents to the Verifier before the Notice of Vote is posted:
- (a) this Ratification Process;
 - (b) the Land Code; and
 - (c) the List of Voters.

5. CONFIRMATION BY VERIFIER

- 5.1 Upon receipt of the documents under clause 4.1, the Verifier will review the Land Code and this Ratification Process to determine whether they are consistent with the *Framework Agreement*.
- 5.2 Pursuant to clause 8.8 of the *Framework Agreement*, the Verifier will, within 00 days of receiving the documents, issue a notice in Form 2 stating whether the Land Code and this Ratification Process are consistent with the *Framework Agreement*.

6. COUNCIL RESOLUTION

- 6.1 After the Verifier confirms the Land Code and this Ratification Process under clause 5.2, the Council will pass a Resolution in Form 3 to:
- (a) appoint the Ratification Officer;
 - (b) confirm the List of Voters;
 - (c) approve the text of the Land Code and this Ratification Process;
 - (d) approve the Transfer Agreement;
 - (e) confirm that the Transfer Agreement was signed with Canada;
 - (f) order that the Ratification Vote be held to determine if the community approves the Ratification Documents;
 - (g) confirm the wording of the Ballot Question; and

(h) set the Voting Day.

7. DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT

- 7.1 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote and has all the powers necessary to carry out this responsibility.
- 7.2 The Ratification Officer _____ appoint assistants and _____ delegate any of the duties set out in this Ratification Process to the assistants, except the deposit of the mail-in ballots in the ballot box under clauses 14 and 18 and the counting of the results under clause 19.
- 7.3 Upon the appointment of an assistant, the Ratification Officer and each assistant will execute an Appointment of an Assistant Ratification Officer in Form 4.
- 7.4 If the Ratification Officer is unable to perform her duties because of sickness or other reason, the Council _____ appoint an acting Ratification Officer.

8. NOTICE OF VOTE

- 8.1 The Ratification Officer, in consultation with the Council, will post a "Notice of Vote" in Form 5 at least 14 days prior to the Voting Day in places where the Members can read it.
- 8.2 The Verifier will publish the "Notice of Vote" in one or more newspapers at least 12 days prior to Voting Day.
- 8.3 The "Notice of Vote" will contain the following information:
- (a) the date, place and time of the Ratification Vote;
 - (b) the Ballot Question;
 - (c) instructions for obtaining a copy of the Ratification Documents and the Background Documents; and
 - (d) the name, office address and telephone number of the Ratification Officer.

9. INFORMATION TO ELIGIBLE VOTERS

- 9.1 The Lands Manager will send, in one or more mailings, the following information

Ratification Process – _____ First Nation

to each Member on the List of Voters at his or her last known address:

- (a) a copy of the Notice of Vote;
- (b) a copy of the Land Code;
- (c) a summary of the Land Code;
- (d) a summary of the Transfer Agreement;
- (e) a summary of the *Framework Agreement*;
- (f) a summary of the *First Nation Land Management Act*;
- (h) a communiqué from _____ First Nation explaining the effect of the Ratification Vote; and
- (i) such other documentary or audiovisual materials as the Lands Manager deems appropriate.

9.2 The information to Members will be mailed at least 00 days prior to Voting Day.

10. INFORMATION TO THIRD PARTIES

10.1 At least 30 days prior to Voting Day the Lands Manager will provide the following information to the Department:

- (a) the date of the Ratification Vote;
- (b) a communiqué from _____ First Nation explaining the effect of the Ratification Vote;
- (c) a summary of the *First Nation Land Management Act*;
- (d) a summary of the Land Code; and
- (e) the name, office address and telephone number of a person who _____ be contacted for more information about the management of _____ First Nation land.

10.2 The information provided in accordance with clause 10.1 will enable the

Ratification Process – _____ First Nation

Department to provide that information to each person on any list of interest holders prepared by the Department.

11. RATIFICATION DOCUMENTS

- 11.1 Any Member and any person who holds an interest in _____ First Nation reserve land _____, on request, obtain a copy of the Ratification Documents, the Ratification Process or Background Documents at no cost.
- 11.2 The Lands Manager will ensure that copies of the Ratification Documents, the Ratification Process and Background Documents are available at the administration offices of the _____ First Nation in sufficient quantities to comply with clause 11.1.

12. COMMUNITY INFORMATION

- 12.1 For the purpose of ensuring that Eligible Voters are fully informed prior to casting their votes on the Ballot Question, the Lands Manager _____, after consulting with Council, conduct or cause to be conducted:
- (a) visits at the homes of Eligible Voters;
 - (b) telephone contact with Eligible Voters;
 - (c) information meetings in _____ First Nation and other appropriate places;
or
 - (d) such other information activities as _____ be deemed appropriate.
- 12.2 Information activities in accordance with this clause _____ be conducted at any time prior to two days before Voting Day.
- 12.3 Clause 12.2 does not preclude visits to, or telephone contacts with, Eligible Voters on the Voting Day for purposes only of assisting Eligible Voters to vote.

13. PRELIMINARY PROCEDURES

- 13.1 The Ratification Officer, in consultation with the Council, will:
- (a) designate the place of each poll;
 - (b) prepare sufficient copies of the regular ballots and mail-in ballots, which

will be uniform in size, appearance, quality and weight;

- (c) prepare sufficient copies of the secrecy envelopes, the identification envelopes, and the return envelopes;
- (d) prepare sufficient copies of the voting instructions;
- (e) obtain a sufficient number of ballot boxes;
- (f) provide for a designated voting area at each poll such that an Eligible Voter can mark a ballot free from observation;
- (g) provide a sufficient number of lead pencils for marking the ballot;
- (h) ensure that samples of the Ballot Question are posted or available for examination by Eligible Voters at each poll; and
- (i) ensure that a Commissioner for Taking Oaths or Notary Public will be available as required.

14. MAIL-IN BALLOTS

14.1 An Eligible Voter who will not be able to visit a poll on Voting Day _____ cast a ballot by mail.

14.2 The Ratification Officer will send a pre-folded and initialed ballot in Form 1, an identification envelope in Form 6, a secrecy envelope, a prepaid return envelope and voting instructions to each Eligible Voter who:

- (a) is not a resident of _____ First Nation Indian reserve or the town of _____; or
- (b) who advises the Ratification Officer that he or she will not be able to visit a poll on Voting Day.

14.3 To cast a mail-in ballot, an Eligible Voter will:

- (a) mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
- (b) enclose and seal the ballot in the secrecy envelope;

Ratification Process – _____ First Nation

- (c) enclose and seal the secrecy envelope in the identification envelope;
 - (d) sign the outside of the identification envelope;
 - (e) enclose and seal the identification envelope in the prepaid mailing envelope; and
 - (f) send the sealed mailing envelope to the Ratification Officer.
- 14.4 A mail-in ballot must be received by the Ratification Officer by the close of the polls on Voting Day.
- 14.5 After receiving a mail-in ballot, the Ratification Officer will, in the presence of two or more Eligible Voters:
- (a) verify each identification envelope and that the sender is an Eligible Voter;
 - (b) check the List of Voters to ensure that the Eligible Voter has not already voted;
 - (c) place a line through the name of the Eligible Voter on the List of Voters;
 - (d) record on the List of Voters the date and time the mail-in ballot was received; and
 - (e) deposit the ballot in its original unopened secrecy envelope in a separate ballot box kept for that purpose; or
 - (f) if the voter is not an Eligible Voter or has already voted, reject the ballot.
- 14.6 The Ratification Officer is personally responsible for the safekeeping of the mail-in ballot box and will ensure that this ballot box remains sealed when not in use and is not opened until such time as the ballots are deposited in the regular ballot box after the close of the polls on Voting Day in accordance with clause 18.
- 14.7 The Ratification Officer will:
- (a) execute a Declaration of Ratification Officer in Form 7; and
 - (b) ensure that each witness executes a Statement of Witness in Form 8.

15. VOTING PROCEDURES AT POLLS ON VOTING DAY

- 15.1 The polls will be open on Voting Day from 9:00 a.m. until 8:00 p.m.
- 15.2 All voting at the polls will be by secret ballot.
- 15.3 The Ratification Officer is responsible for determining whether a person is an Eligible Voter.
- 15.4 At each poll, the Ratification Officer will:
 - (a) before the first vote is cast, open each ballot box and request an Eligible Voter to witness that each ballot box is empty;
 - (b) thereupon seal the ballot box and place his signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - (c) keep the ballot box in view for reception of ballots;
 - (d) execute a Declaration of Ratification Officer in Form 9; and
 - (e) ensure that each witness executes a Statement of Witness in Form 10.
- 15.5 When a person at a poll requests to vote, the Ratification Officer will:
 - (a) ensure that the person is an Eligible Voter;
 - (b) check the List of Eligible Voters to ensure that the person has not already voted, either in person or by mail-in ballot; and
 - (c) provide the Eligible Voter with a ballot, on the back of which are affixed the Ratification Officer's initials so that the initials can be seen when the ballot is folded.
- 15.6 The Ratification Officer will place, on the List of Voters, a line through the name of every Eligible Voter receiving a ballot at a poll.
- 15.7 The Ratification Officer will establish a process of ongoing communication by telephone or other effective means between polls so as to ensure that the List of Voters located at each poll is updated and current in accordance with the requirements of clause 15.6.

Ratification Process – _____ First Nation

- 15.8 The Ratification Officer will explain the method of voting upon request.
- 15.9 If the Ratification Officer determines that the name of an Eligible Voter has been omitted, incorrectly set out or incorrectly included on the List of Voters, he will, in his sole discretion, make the necessary revision and such revision will be final.
- 15.10 An Eligible Voter _____ request special assistance from the Ratification Officer at a poll if the Eligible Voter declares that he or she:
- (a) is not able to read;
 - (b) is incapacitated by blindness or other physical cause; or
 - (c) requires assistance for any other reason.
- 15.11 The Ratification Officer will, on request, provide special assistance to an Eligible Voter at a poll by marking a ballot in secret as directed by the voter and immediately folding and depositing the ballot into the ballot box.
- 15.12 The Ratification Officer, after providing special assistance to an Eligible Voter, will make an entry on the List of Voters opposite the name of the voter indicating:
- (a) that the ballot was marked by the Ratification Officer at the request of the voter: and
 - (b) the reason for the voter's request.
- 15.13 Except for a voter requiring special assistance, every Eligible Voter receiving a ballot at a poll will:
- (a) proceed immediately to a designated voting area;
 - (b) mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
 - (c) fold the ballot so as to conceal the mark and expose the initials of the Ratification Officer; and
 - (d) immediately give the folded ballot to the Ratification Officer.
- 15.14 Upon receiving a marked ballot, the Ratification Officer, without unfolding it, will:

- (a) verify his or her initials;
 - (b) remove the perforated strip, if any; and
 - (c) deposit the ballot into the ballot box.
- 15.15 An Eligible Voter at a poll who receives a spoiled or improperly printed ballot, or who accidentally spoils his or her ballot when marking it, is entitled to receive another ballot from the Ratification Officer after returning the original ballot.
- 15.16 The Ratification Officer will record a ballot returned in accordance with clause 15.15 as spoiled.
- 15.17 An Eligible Voter at a poll who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and the Ratification Officer will make an entry on the List of Voters stating that the voter left the poll without delivering the ballot and will record the ballot as spoiled.
- 15.18 At the time set for closing the polls, the Ratification Officer will declare the polls closed, and entry will be denied to the poll until all remaining Eligible Voters in the poll at that time have voted.

16. ORDERLY VOTING

- 16.1 The Council with the assistance of the Ratification Officer will ensure that peace and good order are maintained at the polls.
- 16.2 The Ratification Officer will allow only one Eligible Voter at a time into a designated voting area, except for a voter receiving special assistance.
- 16.3 An Eligible Voter who is present and available to vote at a poll before the closing time will be entitled to vote.
- 16.4 No person will:
- (a) interfere or attempt to interfere with an Eligible Voter when he or she is voting;
 - (b) obtain or attempt to obtain information as to how an Eligible Voter is about to vote or has voted;

- (c) mark a ballot in a way that identifies the Eligible Voter; or
- (d) mark the secrecy envelope for a mail-in ballot in a way that indicates how the ballot was cast.

17. REJECTED BALLOTS

17.1 A cast ballot will be rejected if it:

- (a) was not supplied by the Ratification Officer or Assistant Ratification Officer;
- (b) was not marked as either "YES" or "NO"
- (c) was marked as both "YES" and "NO";
- (d) was marked outside a box marked "YES" or "NO" or
- (e) has any writing or mark which can identify the Eligible Voter.

17.2 A ballot marked with anything other than a cross ("X") in a box, will not be rejected if:

- (a) the mark does not identify the Eligible Voter; and
- (b) in the opinion of the ratification officer, the intent of the Eligible Voter is clear.

18. OPENING MAIL-IN BALLOTS

18.1 After the close of the polls on Voting Day, the Ratification Officer, in the presence of the Verifier and any other Eligible Voter who _____ be present, will:

- (a) open the ballot box for mail-in ballots;
- (b) open the secrecy envelope and confirm the authenticity of the ballot by checking the affixed initials; and
- (c) deposit the ballot, without opening or showing it, in a ballot box used at a poll.

19. COUNTING OF BALLOTS

- 19.1 After the close of a poll other than the poll at which the Ratification Officer is presiding, the Assistant Ratification Officer presiding at that poll, with the Verifier or Assistant Verifier who will act as a witness, will:
- (a) seal the ballot box at that poll such that no further ballots _____ be deposited in that ballot box;
 - (b) initial the seal; and
 - (c) forthwith transport the sealed ballot box to the Ratification Officer at the poll at which she is presiding.
- 19.2 After the mail-in ballots have been deposited in a ballot box and after all ballot boxes have been received from all polls, the Ratification Officer, in the presence of the Verifier and any other Eligible Voters who _____ be present, will:
- (a) count the number of spoiled ballots;
 - (b) examine all ballots contained in the ballot boxes;
 - (c) reject any ballots as required under clause 17;
 - (d) count the number of ballots marked "YES", the number of ballots marked "NO" and the number of rejected ballots.
- 19.3 When the results of the Ratification Vote have been determined the Ratification Officer will execute a Certification by Ratification Officer in Form 11.
- 19.4 The Ratification Officer will seal in separate envelopes the spoiled ballots, the rejected ballots, the ballots cast in favour and the ballots cast against and will then affix his or her signature to the seals.
- 19.5 The Ratification Officer will retain the separate envelopes for at least 60 days in her secure possession, and _____ unless otherwise instructed by Council, thereafter destroy the ballots cast and the spoiled ballots.

20. PROCEDURAL AMENDMENTS

- 20.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer, the Council and the Verifier _____

agree on a departure from the procedural requirements of this Ratification Process if they deem it necessary and reasonably believe it will not result in any substantive change.

20.2 The Verifier will state in writing the nature and basis of such departure and make a copy of the statement publicly available.

21. OBJECTIONS

21.1 An Eligible Voter or the representative of Canada appointed under Clause 8.2 of the *Framework Agreement* _____ file an objection with the Verifier if he or she has reasonable grounds for believing that:

- (a) there was a violation of this Ratification Process or an irregularity in that process; and
- (b) the final result of the Ratification Vote might have been different but for the violation or irregularity.

21.2 An objection must be received by the Verifier within 5 days of the Voting Day.

21.3 An objection must be in writing and must:

- (a) identify the name, address and any telephone number of the objector;
- (b) summarize the grounds for the objection; and
- (c) be accompanied by a statutory declaration setting out the grounds for the objection.

21.4 The Verifier _____, if the material sent under this clause is insufficient to decide the validity of the objection, conduct such further investigations, as he deems necessary.

21.5 If an objection is filed under this clause, the Verifier will, within 15 days of Voting Day determine whether the objection is valid.

21.6 If the Verifier determines the objection is valid, he _____ allow the objection and call another Ratification Vote.

21.7 If the Verifier determines that:

Ratification Process – _____ First Nation

- (a) there was neither a violation of this Ratification Process nor any irregularity in that process; or
- (b) there was a violation or an irregularity but the final result of the Ratification Vote was not affected;

the Verifier will dismiss the objection.

22. REPORT BY VERIFIER

- 22.1 Within 15 days of the Voting Day, the Verifier will send a written report in Form 12 on the conduct of the Ratification Vote to the _____ First Nation and the Minister of Indian Affairs and Northern Development.

27. CERTIFICATION OF LAND CODE

- 23.1 If the Land Code and the Transfer Agreement are approved, the Council will, as soon as practicable after receiving the report of the Verifier, pass a resolution in Form 13 sending a copy of the approved Land Code and a declaration of the results of the vote to the Verifier.
- 23.2 Upon receiving the Land Code and the resolution from the Council, the Verifier will certify the Land Code as being valid in Form 14.

**FIRST NATION LANDS MANAGEMENT
FRAMEWORK AGREEMENT**

BALLOT QUESTION

Do you approve:

- The _____ *First Nation Land Code*, dated _____ and
- The *Transfer Agreement* with Her Majesty the Queen in Right of Canada, dated _____?

Mark this Ballot by placing an "X" in one of the following boxes

YES

NO

EXPLANATION

- A “**YES**” vote means that _____ First Nation reserve lands will be managed under the _____ *First Nation Land Code* and the *Framework Agreement on First Nation Land Management*.
- A “**NO**” vote means that _____ First Nation reserve lands will continue to be managed by the Department of Indian Affairs and Northern Development under the *Indian Act*.

CONFIRMATION BY VERIFIER
(Land Code and Ratification Process)

CANADA)
)
PROVINCE OF _____)

I, _____, of _____, in the Province of _____, DO SOLEMNLY DECLARE THAT:

1. I was appointed as the Verifier for _____ First Nation, on the ___ day of _____ for the purpose of verifying the community approval of their Land Code and their Transfer Agreement with Canada, in accordance with the *Framework Agreement on First Nation Land Management*.
2. In accordance with clause 8.3 of the *Framework Agreement*, I received the following information from _____ First Nation on _____:
 - (a) a copy of the _____ *First Nation Land Code*;
 - (b) a list of the names of every Member of _____ First Nation who, according to _____ First Nation's records at that time, would be eligible to vote on whether to approve the Land Code; and
 - (c) a detailed description of the community approval process that _____ First Nation proposes to use.
3. A true copy of the Land Code, entitled the _____ *First Nation Land Code*, dated for reference _____ is attached as Exhibit "1" to this Declaration.
4. A true copy of the approval process, entitled _____ *First Nation Community Ratification Process*, dated for reference _____ is attached as Exhibit "2" to this Declaration.
5. In accordance with clause 8.4 of the Framework Agreement, I reviewed the _____ *First Nation Land Code* and the _____ *First Nation Community Ratification Process* to decide whether:

Ratification Process – _____ First Nation

- (a) the _____ *First Nation Land Code* conforms with requirements of clause 5 of the Framework Agreement; and
 - (b) the _____ *First Nation Community Ratification Process* conforms with clause 7 of the Framework Agreement.
6. In accordance with clause 8.8 of the *Framework Agreement*, the _____ *First Nation Land Code* and the _____ *First Nation Community Ratification Process* are hereby *confirmed/not confirmed* as being consistent with the Framework Agreement.
7. My reasons for not confirming the _____ *First Nation Land Code*/_____ *First Nation Community Ratification Process* are as follows:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
_____ of _____,)
in the Province of _____, this)
_____ day of _____, 200.)
)
)
)
_____)
A Commissioner for Taking Oaths in and)
for the Province of _____.

_____, Verifier

FIRST NATION COUNCIL RESOLUTION
(Commencement of Vote)

The Chief and Council of _____ First Nation, pursuant to the *Framework Agreement on First Nation Land Management* and clause 6 of the _____ *First Nation Community Ratification Process*, do hereby resolve to:

1. Confirm _____ as the Ratification Officer;
2. Confirm the List of Voters;
3. Approve the text of the _____ *First Nation Community Ratification Process*, dated for reference [REDACTED];
4. Approve *the* _____ *First Nation Land Code*, as confirmed by the Verifier and dated for reference _____;
5. Approve the Transfer Agreement with Canada, which includes a process for amendment, dated for reference [REDACTED];
6. Confirm that the Transfer Agreement was signed with Canada;
7. Hold a Ratification Vote to determine if the community approves of the Ratification Documents in accordance with *the* _____ *First Nation Community Ratification Process* as confirmed by the Verifier on [REDACTED];
8. Confirm the Ballot Question in the form attached as Annex #1; and
9. Set the Voting Day to be the ___ day of _____.

Dated at _____ on the [REDACTED]

Chief

, Councilor

, Councilor

, Councilor

(* A quorum for this Band consists of 3 Council members)

, Councilor

APPOINTMENT OF AN ASSISTANT RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my assistant in carrying out my duties in accordance with *the _____ First Nation Community Ratification Process* for the purpose of the Ratification Vote.

_____, Ratification Officer

I, _____ agree to act as an assistant to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities and in accordance with *the _____ First Nation Community Ratification Process*.

Assistant Ratification Officer

NOTICE OF VOTE

TO: MEMBERS OF _____ First Nation

TAKE NOTICE that a Ratification Vote will be held pursuant to the _____ *First Nation Community Ratification Process* on _____ in order to determine if Eligible Voters approve the _____ *First Nation Land Code* and Transfer Agreement.

The following question will be asked of the Eligible Voters of the _____ First Nation by ballot:

"Do you approve:

- **The _____ *First Nation Land Code*, dated _____ and**
- **The *Transfer Agreement with Her Majesty the Queen in Right of Canada*, dated _____**

The Ratification Vote will take place on Tuesday, the 27rd day of _____ from 9:00 a.m. to 8:00 p.m. at:

The _____ First Nation Administration Offices
_____, and

Copies of the Background Documents and Ratification Documents _____ be obtained from _____, Land Management Coordinator, at the _____ Administration Office, _____, _____ (telephone _____) or from _____, Lands & Taxation at the _____ Administration Office, _____ (telephone _____).

AND FURTHER TAKE NOTICE that all Members of the _____ First Nation 18 years of age or over as of the date of the Ratification Vote are eligible to Vote.

DATED at _____, this _____ day of _____

_____, Ratification Officer

Attention Eligible Voters living in the _____ area: Mail-in ballot packages will NOT automatically be provided to you. If you are not able to attend a polling station on _____, then please contact _____ and a mail-in ballot package will be provided to you.

IDENTIFICATION ENVELOPE

IDENTIFICATION ENVELOPE

_____ First Nation
RATIFICATION VOTE

PLEASE ENCLOSE ONE SECRECY ENVELOPE CONTAINING ONE BALLOT

Full Name of Voter: _____

Voter's Band Number: _____

I confirm that this envelope contains only my ballot, which is sealed inside a secrecy envelope.

Signature of Voter: _____

DECLARATION OF RATIFICATION OFFICER
(Mail-in Ballots)

CANADA)
)
Province of _____)

I, _____, Ratification Officer of _____ First Nation, in the Province of _____, DO SOLEMNLY DECLARE THAT:

1. I was personally responsible for receiving all mail-in ballots at _____ First Nation when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. In preparation for depositing mail-in ballots, I opened ballot box number #2.
3. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of these persons who were present, and prepared it for the reception of ballot papers.
5. I personally deposited all mail-in ballots received at my office in ballot box #2 without opening the secrecy envelope, and kept the ballot box sealed when not in my custody until the ballots were counted.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this ____ day of _____,)
_____.)
_____)

Ratification Officer

A Commissioner for Oaths in and for the Province of _____.

**STATEMENT OF WITNESS
(Mail-In Ballots)**

Date

I, _____ was personally present at _____ on the ____ day of _____ when the Ratification Officer deposited the secrecy envelopes containing the mail-in ballots in ballot box #2; and

1. I am an Eligible Voter.
2. I witnessed that ballot box #2 was empty before any secrecy envelopes containing mail-in ballots were deposited.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

**DECLARATION OF RATIFICATION OFFICER
(Regular Polls)**

CANADA)
)
Province of _____)

I, _____, Ratification Officer for _____ First Nation, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____, _____ on the 27rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. Immediately before the Ratification Vote began, I opened ballot box number #1.
3. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of British)
Columbia, this _____ day of _____)
_____)

A Commissioner for Oaths in and for the)
Province of _____)

Ratification Officer

DECLARATION OF ASSISTANT RATIFICATION OFFICER
(Regular Polls)

CANADA)
)
Province of _____)

I, _____, Assistant Ratification Officer for _____ First Nation, in the Province of _____, DO SOLEMNLY DECLARE THAT:

5. I was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
6. Immediately before the Ratification Vote began, I opened ballot box number #1.
7. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
8. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____)
_____)

A Commissioner for Oaths in and for the)
Province of _____)

Assistant Ratification Officer

**STATEMENT OF WITNESS
(Regular Polls)**

Date

I, _____, was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents, and

1. I am an Eligible Voter.
2. I witnessed that the ballot box # 1 was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

**STATEMENT OF WITNESS
(Regular Polls)**

Date

I, _____, was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents, and

1. I am an Eligible Voter.
2. I witnessed that the ballot box # 1 was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Assistant Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Assistant Ratification Officer.

Witness

CERTIFICATION BY RATIFICATION OFFICER
(Conclusion of Vote)

CANADA)
)
Province of _____)

I, _____, Ratification Officer for _____ First Nation in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted concerning the approval of the _____ *First Nation Land Code* and Transfer Agreement with Canada in accordance with the _____ *First Nation Community Ratification Process*.
2. A true copy of the Notice of Vote is attached as Exhibit “1” to this Declaration.
3. In accordance with clause 8 of the *Community Ratification Process* the Notice of Vote was posted at least 14 days prior to the Voting Day.
4. In accordance with clause 9 of the *Community Ratification Process*, a copy of the Notice of Vote together with the Ratification Documents and a summary of the Ratification Documents were sent to each person on the List of Voters at his or her last known address at least 12 days prior to the Voting Day.
5. In accordance with clause 10 of the *Community Ratification Process* the information package was sent to the Department of Indian Affairs and Northern Development at least 30 days prior to the Voting Day, for mail out to each person on the Department’s List of Interest Holders.
6. I confirm that the door-to-door visits, community information meetings and telephone contacts were made in the community in accordance with clause 12 of the *Community Ratification Process*.
7. The voting procedure at the _____ poll, including transporting handling of mail-in ballots and the counting of results, was conducted in accordance with clauses 13 to 19 of the *Community Ratification Process*.

Ratification Process – _____ First Nation

8. The names of ___ Eligible Voters appeared on the List of Voters.
9. The number of Eligible Voters who constituted a majority was _____.
10. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land Management* was _____.
12. The results of the Ratification Vote are as follows:
 - (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 14 of the of the *Community Ratification Process*;
 - (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 15 and 16 of the *Community Ratification Process*;
 - (c) _____ ballots were spoiled;
 - (d) _____ ballots were rejected in accordance with clause 17 of the *Community Ratification Process*;
 - (e) _____ ballots were marked "YES" for the Question; and
 - (f) _____ ballots were marked "NO" for the Question.
13. Based on the need to meet or exceed the number of Eligible Voters in items 9 and 10 above, the Ratification Documents were *approved/not approved* by the Eligible Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the)
Province of _____, this _____)
day of _____, _____)
_____)
_____)
A Commissioner for Oaths in and for the)
Province of _____.

Ratification Officer

REPORT BY VERIFIER
(Conclusion of Vote)

CANADA)
Province of _____)

I, _____ of Kelowna, in the Province of _____, DO SOLEMNLY DECLARE THAT:

1. I was present at _____, on the ___ day of _____ when Eligible Voters voted concerning the approval of the _____ *First Nation Land Code* and their Transfer Agreement with Canada in accordance with the _____ *First Nation Community Ratification Process*.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with clause 8.1 of the *Community Ratification Process*, the Ratification Officer posted the Notice of Vote at least 14 days prior to the Voting Day.
4. In accordance with clause 8.2 of *Community Ratification Process*, I arranged for the Notice of Vote to be published in the *Vancouver Province* and *Okanagan Weekly* at least 12 days prior to the Voting Day.
5. In accordance with clause 9 of the *Community Ratification Process*, a copy of the Notice of Vote together with the Ratification Documents and a summary of the Ratification Documents were sent to each person on the List of Voters at his or her last known address at least 12 days prior to the Voting Day.
6. In accordance with clause 10 of the *Community Ratification Process*, the information package was sent to the Department of Indian Affairs and Northern Development at least 00 days prior to the Voting Day, for mail out to each person on the Department's List of Interest Holders.
7. The names of _____ Eligible Voters appeared on the List of Voters.
8. The number of Eligible Voters who constituted a majority was _____.
9. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land*

Ratification Process – _____ First Nation

Management was _____.

10. The results of the Ratification Vote are as follows:
- (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 14 of the *Community Ratification Process*;
 - (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 15 and 16 of the *Community Ratification Process*;
 - (c) _____ ballots were spoiled;
 - (d) _____ ballots were rejected in accordance with clause 17 of the *Community Ratification Process*;
 - (e) _____ ballots were marked "YES" for the Question; and
 - (f) _____ ballots were marked "NO" for the Question.
11. Based on the need to meet or exceed the number of Eligible Voters in items 8 and 9 above, the Ratification Documents were *approved/not approved* by the Eligible Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the)
Province of _____, this _____)
day of _____ . _____)
_____))
_____))
A Commissioner for Oaths in and for the)
Province of _____ .)

Verifier

FIRST NATION COUNCIL RESOLUTION
(Submission to Verifier at Conclusion of Vote)

Whereas *the _____ First Nation Land Code* and the Transfer Agreement with Canada were submitted to a Ratification Vote at _____ First Nation;

Whereas the Verifier has reported that the Ratification was conducted in accordance with *the _____ First Nation Community Ratification Process* confirmed by the Verifier;

Whereas the Eligible Voters approved these documents at the Ratification Vote held on the 23rd day of _____.

Now Therefore, the Chief and Council of _____ First Nation, pursuant to the *Framework Agreement on First Nation Land Management* and clause 27.1 of *the _____ First Nation Community Ratification Process*, do hereby resolve to send to the Verifier the approved _____ *First Nation Land Code*, attached hereto as Annex #1, for certification by the Verifier.

Dated at _____, _____ on the _____ day of _____, _____.

Chief

Councilor

Councilor

Councilor

Councilor

* A quorum for this Band consists of _ Council Members

CERTIFICATION OF LAND CODE

Whereas the _____ *First Nation Land Code* and the Transfer Agreement with Canada were submitted to a Ratification Vote at _____ First Nation;

Whereas I have reported that the Ratification Vote was conducted in accordance with the _____ *First Nation Community Ratification Process* confirmed by me as the Verifier;

Whereas the _____ *First Nation Land Code* and the Transfer Agreement were approved by the Eligible Voters at the Ratification Vote on the _____ day of _____.

Therefore, I hereby certify the _____ *First Nation Land Code*, attached as Annex #1 hereto.

Dated at _____ on the _____ day of _____,
_____.

Verifier

Verifier Checklist and Comment - Prior to Vote Day

This checklist should be completed with a First Nation staff member who has access to the appropriate files

- 1 Did the First Nation "take reasonable steps to locate its eligible voters" (FAFNLM clauses 7.6 and 7.7)? How?
 - a. mailing out information to eligible voters at their last known address;
 - b. making enquires of family members and other to locate eligible voters whose addresses are not known or uncertain;
 - c. making follow up contact with eligible voters by mail or telephone;
 - d. placing advertisements in community newsletters or newspapers circulating in the other localities where the number of eligible voters warrants;
 - e. posting notices in the community;
 - f. inquiries at information meetings
 - g. Other

Comments:

- 2 Did the First Nation "take reasonable steps and inform them of their right to participate in the approval process and the manner in which that right can be exercised (FAFNLM clause 7.2); and the content of this Agreement (the FAFNLM), the individual agreement with the Minister, the proposed land code and the federal legislation" (FAFNLM clauses 7.6 and 7.7)? How? When?

Comments:

- 3 Did copies of all mail-outs get sent to the Verifier? If not, why not? Were records kept?

Comments:

4 Is someone on site appointed and advertised as able to respond to queries and requests for information packages? Is there a record of queries and requests?

Comments:

5 Are there information packages readily available for mail-out or hand-out? If so, where?

Comments:

6 Did the First Nation, "within a reasonable time before the vote, also take appropriate measures to inform other persons having an interest in its lands of the federal legislation, the proposed land code and the date of the vote" (FAFNLM clauses 7.8)? How? When?

Comments:

7 Did the First Nation ensure that the following were able to vote?

- a. those eligible voters temporarily or permanently living away from the community; or
- b. those eligible voters who would be away from the community on vote day; or
- c. those eligible voters who could not physically get to a poll on vote day

Comments:

8 Was there an advance poll? When? Were there records kept? Were the ballots placed in a secure location and container? Was the ballot box empty and sealed to start and was that witnessed? Was the ballot box sealed and witnessed when the poll closed?

Comments:

9 Was there a mail-in vote opportunity? Were the mail-in ballots being picked up by someone designated and authorized to do so? How often? Were the ballots being date stamped as received and initialed by the recipient? Were the mail-in ballots placed in a secure location and container? Was the process witnessed?

Comments:

10 Was there a voter registration requirement? Who managed the process? Was an accurate record of registrants been kept? How will the First Nation confirm that the registrant is also the one who submitted a ballot?

Comments:

11 If there is no registration but there is a mail-in opportunity, how does the First Nation confirm that the one who submitted a ballot is an eligible voter?

Comments:

12 Is a mobile poll set up for vote day? If so, how is it proposed to be managed? How is it proposed to be kept secure?

Comments:

13 Were there sufficient Assistant Ratification Officers appointed (i.e. at least one for each poll)?

Comments:

14 Were "Notices of Vote" posted where it was stated they would be? Is there a record of when they were posted?

Comments:

15 Were door to door visits being used? If so, when were they to be discontinued? Were they discontinued when they were supposed to be discontinued?

Comments:

16 Is there a communication plan and equipment set up for poll stations? Briefly describe.

Comments:

17 Has everything been set up for vote day? Were poll locations, including advance or mobile polls, confirmed? Were times for set-up before poll opening confirmed? Were all necessary supplies/equipment ie ballot box(es), table & chairs, ballots, storage for rejected and spoiled ballots (envelope), voting instructions, sample ballots for posting, pencils, privacy screens (if required), storage for keeping ballots after vote (envelope), (registered) List of Voters for each poll and list of Eligible Voters, extra registration forms (if required) pre-arranged? Has a Commissioner for Taking oaths or Notary Public been confirmed as available as needed? What arrangements have been made to keep peace and order on voting day?

Comments:

18 Other comments of note.

Comments:



SUMMARY OF THE VERIFIERS ROLE

Background

The *Framework Agreement on First Nation Land Management (Framework Agreement)* and the *First Nation Land Management Act (FNLMA)* give First Nations the option to exercise control over their lands and resources. An independent verifier is required by the *Framework Agreement* and the *FNLMA* to monitor and verify the opting in process. The opting in process is the process that a First Nation (FN) uses to assume control of their land and resources.

The independent verifier is jointly appointed by the FN and Canada and will monitor and confirm that the Community Ratification Process (CRP) and Land Code (LC) are consistent with the *Framework Agreement*.

“Verifying” the Land Code

One of the verifier’s key roles is to verify that the First Nation’s LC (i.e. their law) is consistent with the requirements of the *Framework Agreement* and *FNLMA*. The verifier must confirm this in writing. Some of the key requirements for a LC are:

- An accurate description of the reserve land
- General rules for all land use and occupancy
- Procedures for testamentary disposition or succession of reserve land interests
- General rules for revenues from natural resources
- Accountability requirements to membership for the management of money and land
- A procedure for making and publishing laws
- Conflict of interest rules for land management
- A dispute resolution forum for persons whose land interests may be affected by FN decisions
- General rules for the expropriation of reserve land
- General authorities for delegation of land administrative authority
- A procedure for amending the LC

“Verifying” the Vote Process and “Certifying” the LC

In addition to “Verifying” the consistency of the LC, the verifier must also:

- 1) Confirm that the process the FN uses to acquire the consent of their eligible voters is consistent with the *Framework Agreement* and *FNLMA*, mainly.
 - a) Each eligible voter must have the opportunity to vote freely.
 - b) Each eligible voter must have the opportunity to be informed about the land code and the FN’s Individual Agreement with Canada.



- 2) Confirm in writing that the FN's CRP is consistent with the *Framework Agreement* and *FNLMA*.
- 3) Monitor the voting process and confirm the results of the vote in writing.
- 4) If the verifier confirms that the ratification process meets the base requirements of the *Framework Agreement* and *FNLMA* and if the LC and Individual Agreement are approved by the FN's eligible voters the verifier must "certify" the LC. The LC will then become an official law of the FN.

Other Duties

Another role of the verifier is to make the final decision on any objections that either Canada or eligible voters may lodge about the CRP. The *Framework Agreement* and *FNLMA* include a procedure for dealing with objections. The verifier also must make the final decision if there are certain disputes between the FN and Canada while the Individual Agreement is being negotiated. The *Framework Agreement* and *FNLMA* also provide guidance in this regard.

Throughout the opting in process the FN and Canada keep the verifier fully informed. The verifier participates in meetings and other related events as required and will be present on voting day/days to monitor the voting procedure.

Verifier Process

- 1) Independent person appointed by the First Nation and Canada.
- 2) The First Nation, Canada and Resource Centre schedule an initial meeting with the Verifier.
- 3) Reviews the Community Ratification Process document and the Land Code to ensure consistency with the Framework Agreement.
- 4) Verifier may identify necessary adjustments and recommend corrections to the Land Code and/or the Community Ratification Process document.
- 5) Verifies that the final proposed Land Code and Community Ratification Process document are consistent with the Framework Agreement.
- 6) The Verifier will review the list of eligible voters to determine if:
 - a. membership list is accurate;
 - b. eligibility of voters is confirmed;
 - c. sufficient steps taken by First Nation to locate and inform all members both on/off reserve.
- 7) Has the power to make a final decision to resolve disputes regarding the specifics of the transfer of administration between Canada and the First Nation.
- 8) Confirms that the First Nation may proceed to a community ratification vote.
- 9) Publishes the "Notice of Vote".
- 10) Monitors the vote.
- 11) Confirms the results of the vote.
- 12) Determines and makes decisions on any appeals.
- 13) Certifies the Land Code.

3rd Party Notice Template

3rd Party Address

Dear _____,

RE: Ratification Vote on _____ First Nation Land Code

Please be advised that the _____ First Nation will be conducting a Ratification Vote on _____, 20XX to adopt a Land Management Code developed pursuant to the *Framework Agreement on First Nations Land Management* and the *First Nations Land Management Act*. Attached you will find a summary of our proposed land code and the Federal Legislation the *First Nations Land Management Act*. If you would like a copy of the Land Code contact _____ at XXX. _____.

Upon successful ratification of the Land Code and Individual Agreement the code is adopted and all agreements with Third Party Interest Holders on the _____ First Nation will continue to apply according to their terms and conditions until they expire.

At which point, discussions, negotiations or arrangements for new agreements will be made directly with the _____ First Nation. Notification of implementation of the Land Code will be sent to all Third Party Interest Holders.

Sincerely

(Insert signature, name and contact information)