

**MEMORANDUM OF UNDERSTANDING  
REGARDING MOOSE MANAGEMENT BETWEEN THE ALGONQUINS OF  
BARRIERE LAKE AND THE GOUVERNEMENT DU QUÉBEC**

(hereinafter the “**Agreement**”)

**BETWEEN:** The **Algonquins of Barriere Lake**, represented by their Chief, M. Tony Wawatie

**AND:** The **Gouvernement du Québec**, represented by M. Ian Lafrenière, ministre responsable des Affaires autochtones, M. Pierre Dufour, ministre des Forêts, de la Faune et des Parcs and by Mme Sonia LeBel, ministre responsable des Relations canadiennes et de la Francophonie canadienne.

(hereinafter referred to as “**Québec**” as the case may be)

(hereinafter referred to individually as “**Party**” and collectively as “**Parties**”)

**THE PARTIES AGREE AS FOLLOWS:**

**1. OBJECT**

- 1.1 The object of this Agreement is to develop and implement measures in order to involve the Algonquins of Barriere Lake in moose management in the Territory of application and to take measures to protect the moose population in order to further promote the conservation of the resource and its sustainability for current and future generations.
- 1.2 This Agreement also aims to establish a process and objectives in order to conclude the Implementation Agreement of the 2006 Joint Recommendations of Special representatives that was negotiated in 2017 (“**Implementation Agreement**”).
- 1.3 For the purposes of ensuring the achievement of the object described in sections 1.1 and 1.2, this Agreement provides for:
  - a) The commitment by the parties to develop a negotiation process on the basis of the Implementation Agreement and,
  - b) The implementation of interim measures.

**2. TERM OF THE AGREEMENT**

- 2.1 This Agreement comes into force on March, 31<sup>st</sup> 2021 and has a term of four (4) years, renewable for further one (1) year period upon written consent from both Parties.

- 2.2 Either Party may terminate this Agreement by providing the other Party with twelve (12) weeks written notice.

### **3. TERRITORY OF APPLICATION**

- 3.1 Except for Section 4, the Territory of Application (“**Territory of Application**”) of this Agreement is the territory of the Réserve faunique La Vérendrye, as illustrated on the map in Schedule 2. The territory of application of this Agreement is mainly located on the territory more fully defined in the Implementation Agreement referred to in 1.2 (for reference, see the map in schedule 3).
- 3.2 The Parties agree that the Territory of Application provided for in Article 3.1 constitutes a term specific to this Agreement. The determination of this territory does not affect the Parties' positions as to the Algonquins of Barriere Lake claims on a given territory or the positions they may take in other forums, in particular in negotiation as to the territorial scope of potential agreements.

### **4. NEGOTIATION OF THE IMPLEMENTATION AGREEMENT**

#### **Negotiation process for the Implementation Agreement**

- 4.1 The Gouvernement du Québec and the Algonquin of Barriere Lake undertake to quickly resume discussions on the basis of the Implementation Agreement
- 4.2 The Implementation Agreement included a wildlife component and in particular provided for the finalization of a moose management plan. This agreement also provided for the establishment of a joint Quebec Algonquin of Barriere Lake management committee on forest and wildlife resources.

### **5. INTERIM MEASURES**

#### **Sport hunting harvest on the Territory of Application**

- 5.1 With the general objective of fostering the conservation of the moose population, Quebec will take the appropriate measures for the period from April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2023, in particular the suspension of the issuance of moose hunting licenses in the Territory of Application for this period.

- 5.2 For the period from April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024, Quebec will take the necessary measures to allow the issuance of the hunt, to a maximum of 100 groups of moose hunters (4 hunters per group), to prohibit hunting of female moose and calves, and to reduce to (2,5) two and a half weeks the moose hunting period in the Territory of Application, subject to the conclusions of the studies provided.
- 5.3 After March 31<sup>st</sup>, 2024, the Parties shall determine the terms and conditions applicable to moose hunting in the Territory of Application taking into account the applicable parameters, which may include the conclusions of the studies provided for in sections 5.4 and 5.7.

#### **Acquisition and sharing of knowledge**

- 5.4 Determine and conduct, in collaboration with the Algonquins of Barriere Lake, additional studies needed to gain better knowledge of the state of the moose population, including the completion of a new survey.
- 5.5 Take actions to determine the support capacity of the environment and the quality of the moose habitat on the Territory of Application. Once the facts have been gathered, measures to be agreed upon between the two parties must be implemented.
- 5.6 Communicate to the Algonquins of Barriere Lake, in a diligent and transparent manner, all relevant information relating to the moose population, particularly the results of the studies and analyses conducted on behalf of Québec in relation to the moose population, subject to a confidentiality agreement to be agreed.
- 5.7 Jointly mandate studies relating to the moose population. In carrying out these studies, traditional knowledge must be incorporated and Algonquins of Barriere Lake representatives must be included.
- 5.8 Traditional knowledge, made available by the Algonquins of Barriere Lake, will be incorporated in developing all plans, measures or actions in connection with the moose population.
- 5.9 For the implementation of sections 5.5 to 5.9, the Parties may establish a committee whose main mandate shall be to oversee, in an advisory capacity, the completion of the moose population studies. This committee would be composed of two (2) representatives of Québec and two (2) representatives of the Algonquins of Barriere Lake, who would be appointed respectively by each of the Parties. The Parties may call upon a third party to support them in carrying out the committee's mandate, in particular to make recommendations on the taking into account of the Algonquins of Barriere Lake's traditional knowledge.

#### **Specific measures**

- 5.10 In order to present portrait of the moose situation to the public each year, the committee will produce a status report and, to do so, the Algonquins of Barriere Lake may declare their catches of moose.

- 5.11 Québec commits to raise awareness with sport hunters to the importance of preserving the resource and to protect female moose and calves.
- 5.12 The Algonquins of Barriere Lake commit to sensitize their members about the importance of preserving the resource and protecting females and calves.
- 5.13 The signature of the Agreement by leadership of the Algonquins of Barriere Lake constitutes their support.

### **Communication, awareness-building and training**

- 5.14 Raise awareness in the non-Indigenous population, including sport hunters, on the moose situation.
- 5.15 With the collaboration of the Algonquins of Barriere Lake, raise awareness in the non-Indigenous population on Algonquins of Barriere Lake history, rights and cultures, as well as to sensitize the public on the importance of preserving the resource and protecting females and calves
- 5.16 A training, jointly developed by the Parties, may be provided to wildlife protection officers, under the authority of Québec, on the terms and conditions implied by the entry into force of the Interim Measures.
- 5.17 The Anishinabeg people and sport hunters shall respect one another and avoid harassment and intimidation.

## **6. CONFIDENTIALITY**

- 6.1 The Parties acknowledge that their discussions in the context of the negotiation of this Agreement and of the Implementation Agreement and the information and communications related to them are confidential, subject to the applicable provisions respecting access to information (“**Confidential Information**”).
- 6.2 Without being limited to the following, Confidential Information includes:
  - 6.2.1 All information relating to the traditional knowledge, asserted aboriginal rights or the use of the territory by the Algonquins of Barriere Lake . These informations may only be disclosed to anyone other than one of the Parties with the written authorization of the sharing Party or if required by law.
- 6.3 Each of the Parties undertakes to take the necessary measures to ensure the confidentiality of Confidential Information.
- 6.4 Confidential Information may be shared with directors, managers, representatives, legal advisors or consultants of the Parties, provided that they undertake to keep this information confidential and that, for consultants, this commitment is confirmed in writing.

- 6.5 The Parties recognize the importance for Algonquins of Barriere Lake to consult with their members regarding this Agreement and the Implementation Agreement. To this end, Confidential Information may be shared by the Algonquins of Barriere Lake with their members in order to keep them informed of the progress of the negotiation, as well as of the proposed content of the Implementation Agreement without infringing these provisions. If necessary, at the request of the Algonquins of Barriere Lake, Québec could participate in consultations with members.
- 6.6 Confidential Information is communicated and shared without admission of fact, right or responsibility, without prejudice of the positions, of rights and of interest of the Parties, and is inadmissible as evidence before any competent court.

## **7. FUNDING**

- 7.1 Québec undertakes to financially support the participation of the Algonquins of Barriere Lake in the negotiation of the Implementation Agreement, the terms of which shall be agreed upon by the Parties in a budget.
- 7.2 This financial support will be provided from existing programs, pursuant to the applicable terms and conditions of these programs and subject to the appropriation of funds by the National Assembly and the availability of funds.

## **8. DISPUTE RESOLUTION PROCESS**

- 8.1 For the purpose of the dispute resolution process, a dispute means any disagreement between the Parties relating to the interpretation or implementation of this Agreement, including the Interim Measures.
- 8.2 If a dispute arises during the execution of the Agreement or regarding its interpretation, the parties undertake, before resorting to legal proceedings, to seek an amicable resolution to this dispute and, if necessary, to involve a third party, according to terms to be agreed, to assist them in finding a resolution.

## **9. GENERAL PROVISIONS**

- 9.1 The Agreement may only be amended or modified with the written consent of the Parties.
- 9.2 For the purpose of this Agreement, “Member or Members” means, as the case may be, the member or members of the Algonquins of Barriere Lake community who are registered in the Register provided for in section 5 of the Indian Act R.S.C., 1985 c. I-5.
- 9.3 Any notice under the Agreement must be in writing and must be delivered by hand or sent by email to the following addresses:

For the Algonquins of Barriere Lake, to:  
Chief Tony Wawatie, Barriere Lake Band Council

[wawatie.tony@gmail.com]

For Québec, to:  
Secrétaire général associé  
Secrétariat aux affaires autochtones  
905, avenue Honoré Mercier, 1er étage  
Québec (Québec) G1R 5M6

or to any other address which has been provided in accordance with this section.

- 9.4 Any communication sent by email in accordance with the measures provided for in Article 9.3 will be deemed to have been transmitted on the date the email is sent.
- 9.5 Section 6 of this Agreement survives the expiration or resolution of this Agreement.
- 9.6 The Schedules form an integral part of this Agreement.
- 9.7 No provision in this Agreement has the effect and shall not be interpreted as having the effect of creating, recognizing, derogating, repealing, transferring or modifying in any way:
- a) Any Algonquins of Barriere Lake land claim;
  - b) Any ancestral title or Aboriginal or treaty right claimed by the Algonquins of Barriere Lake;
  - c) Any obligation on the part of Québec to consult or accommodate the Algonquins of Barriere Lake.
- 9.8 The Parties recognize that this Agreement does not constitute a land claim agreement or treaty within the meaning of sections 25 and 35 of the Constitution Act, 1982.
- 9.9 The Parties will signify their approval of this Agreement through the signatures of their representatives, who are authorized to sign this Agreement on behalf of their respective Party, as specified, for the Algonquins of Barriere Lake, in the copie of the resolution attached to this Agreement (Schedule 1).

IN WITNESS WHEREOF, the Parties signed:

**For the Gouvernement du Québec**

**For the Algonquins of Barriere Lake**

\_\_\_\_\_  
**Ian Lafrenière**  
Minister Responsible for Indigenous  
Affairs

\_\_\_\_\_  
**Tony Wawatie**  
**Chief of the Algonquins of Barriere Lake**

At \_\_\_\_\_

At \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_  
of the year 2021

This \_\_\_\_\_ day of \_\_\_\_\_  
of the year 2021

\_\_\_\_\_  
**Pierre Dufour**  
Minister of Forests, Wildlife and Parks

\_\_\_\_\_  
**Jean-Maurice Matchewan**

At \_\_\_\_\_

At \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_  
of the year 2021

This \_\_\_\_\_ day of \_\_\_\_\_  
of the year 2021

\_\_\_\_\_  
**Sonia LeBel**  
Minister Responsible for Canadian  
Relations and the Canadian Francophonie

At \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_  
of the year 2021

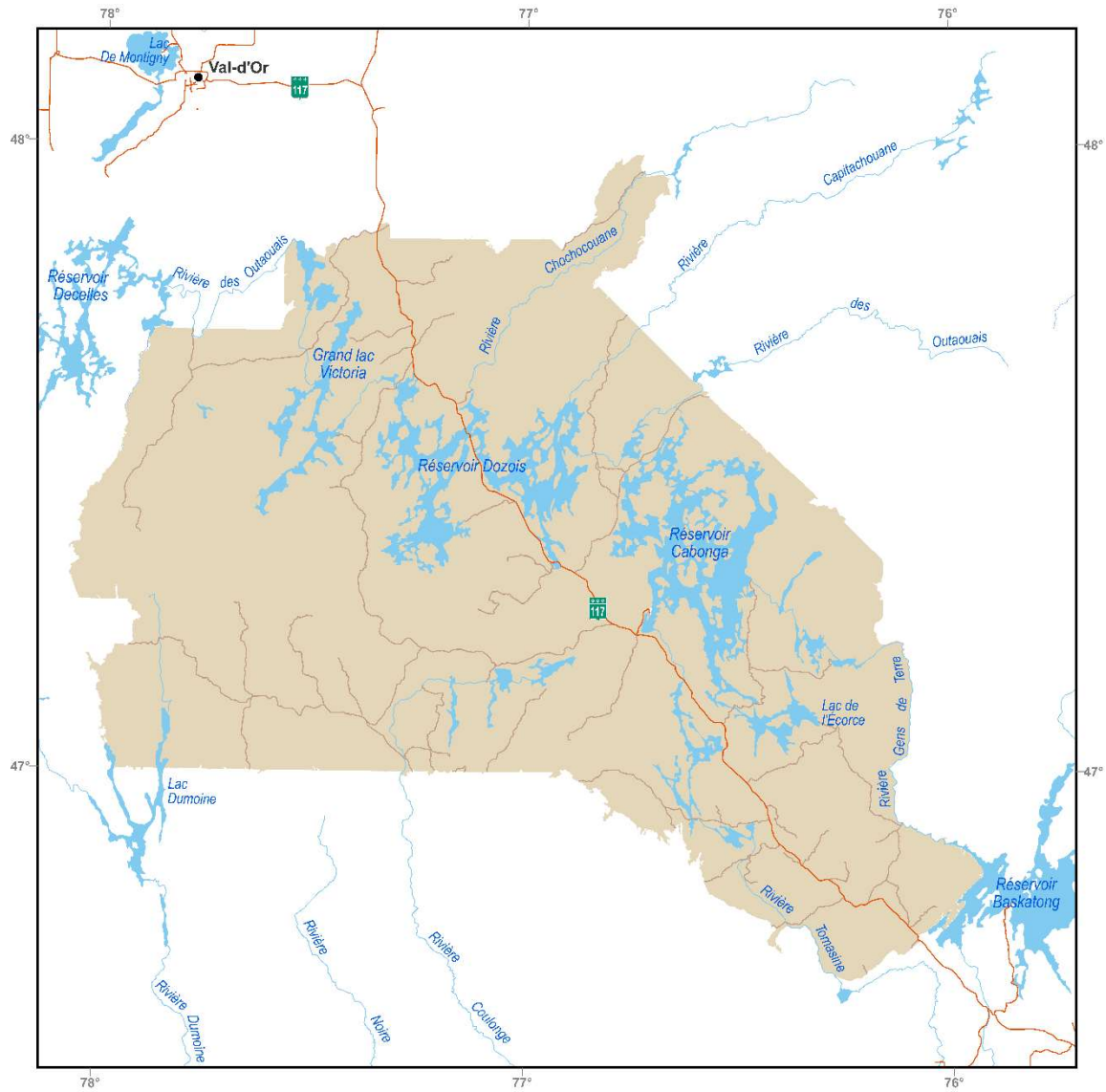
**SCHEDULE 1**

**Band Council Resolution**



## SCHEDULE 2

### Territory of application

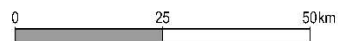


**Territoire d'application**

■ Réserve faunique La Vérendrye

**Sources**

Données	Organisme	Année
Fond cartographique	MERN	2021



**Réalisation**

Ministère de l'Énergie et des Ressources naturelles  
 Direction des affaires autochtones et environnementales

Note : Le présent document n'a aucune portée légale.

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**SCHEDULE 3**

**Territory referred to in the Implementation Agreement: Annex 1 and Annex 2 of the 1991 Trilateral Agreement**

