

**MEMORANDUM OF UNDERSTANDING  
REGARDING MOOSE MANAGEMENT BETWEEN THE ANISHNABE NATION AND  
THE GOUVERNEMENT DU QUÉBEC**

(hereinafter the “**Agreement**”)

**BETWEEN:** The **Anishnabe Nation**, represented by the Chiefs and Councils of la Première Nation Abitibiwinini, of Kebaowek, of the Anicinapek de Kitcisakik, of the Kitigan Zibi Anishinabeg, of la Nation anishnabe du Lac Simon, and of Long Point First Nation, by the Grand Chief of the Algonquin Anishinabeg Nation Tribal Council .

(hereinafter referred to individually as “**First Nation**” and collectively as “**First Nations**”)

**AND:** The **Gouvernement du Québec**, represented by Mr. Ian Lafrenière, Minister Responsible for Indigenous Affairs, Mr. Pierre Dufour, Minister of Forests, Wildlife and Parks and by Mrs Sonia LeBel, Minister Responsible for Canadian Relations and the Canadian Francophonie.

(hereinafter referred to as “**Québec**”, “**SAA**” or “**MFFP**” as the case may be)

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

**PREAMBLE**

**WHEREAS** the First Nations affirm to hold Aboriginal and treaty rights, including Aboriginal title, constitutionally protected by section 35 of the *Constitution Act, 1982*, Schedule B to the *Canada Act, 1982 (UK)*, 1982, c 11, on their Nitakinan;

**WHEREAS** the Réserve faunique La Vérendrye is located on the Nitakinan, which is the asserted territory of the First Nations;

**WHEREAS** the Parties have taken note of the results of the last aerial inventory of the moose herd in Réserve faunique La Vérendrye, carried out in the winter of 2020 by the MFFP in collaboration with First Nations;

**WHEREAS** although the Parties do not share the same interpretation of the results of this inventory, they agree 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;

**WHEREAS** moose constitute an essential resource for First Nations for their survival;

**WHEREAS** Quebecers are attached to the practice of moose hunting and wish to continue harvesting activities in the Réserve faunique La Vérendrye;

**WHEREAS** the Parties agree to collaborate and involve the First Nations in moose management in the Territory of application;

**WHEREAS** the Parties are determined to ensure the preservation of moose in the Territory of Application for future generations;

**WHEREAS** the Parties wish to maintain a healthy relationship in a spirit of respect and collaboration, particularly by promoting harmonious cohabitation and stability in relation to the management of moose on the Territory of Application;

**WHEREAS** the Parties wish to work together in a spirit of reconciliation;

**WHEREAS** the Parties wish to enter into a Collaboration Agreement focused on the moose population in the Territory of Application;

**WHEREAS** negotiators have been appointed and mandated by each of the Parties in order to find solutions that are acceptable to the Parties.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. OBJECT**

- 1.1 The object of this Agreement is to establish a process and objectives for negotiation of a Collaboration Agreement (“**Collaboration Agreement**”) between the Parties.
- 1.2 For the purposes of ensuring the achievement of the object described in section 1.1, this Agreement provides for:
  - a) The establishment of a negotiation process, including the development of a work plan, for the conclusion of a Collaboration 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.
- 2.3 A First Nation may withdraw from this Agreement even if not all the First Nations want to withdraw. To do so the First Nation must send a twelve (12) weeks written notice to the other parties.

In such a case, this Agreement will not automatically be terminated and the remaining parties will meet to assess whether this Agreement should be terminated or continued. In the latter case, the Parties shall review this Agreement in order to propose amendments, as the case may be, to allow for the continuation of this Agreement

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

- 3.1 The Territory of Application (“**Territory of Application**”) of this Agreement is the territory of the Réserve faunique La Vérendrye, as illustrated on the map included in Schedule 2.
- 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 do not affect the Parties' positions as to the First Nations 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 COLLABORATION AGREEMENT**

#### **Negotiation process for the Collaboration Agreement**

- 4.1 The Parties agree that the negotiations of the Collaboration Agreement must begin as soon as this Agreement is signed.
- 4.2 The Parties undertake to negotiate in good faith with a view to entering into a Collaboration Agreement, through frank and honest discussions relating in particular to their interests, positions, concerns and desired solutions.
- 4.3 The Parties undertake to set up a negotiation table composed of four representatives per Party, including, for Québec, at least one representative of the SAA and one representative of the MFFP (“**Negotiation table**”). Each Party must appoint a main negotiator from among its representatives. Communications for the negotiation of a Collaboration Agreement will take place through the members of this negotiating team. Notwithstanding the foregoing, the Parties may invite other persons to join the negotiation meetings according to the needs and the matters being discussed.
- 4.4 The Parties have the mutual objective of attempting to enter into the Collaboration Agreement within the four year term of this Agreement or as soon as reasonably possible thereafter.
- 4.5 The Parties will signify their approval of this Agreement and of the Collaboration Agreement through the signatures of their representatives, who are authorized to sign on behalf of their respective Party.
- 4.6 The Parties undertake to collaborate with a view to any media announcement by either of the Parties in connection with the negotiation and conclusion of the Agreement and the

Collaboration Agreement. This includes making a joint statement at the end of the negotiations or at any time during the process of negotiating the Collaboration Agreement.

### **Content of the Collaboration Agreement**

4.7 The Parties undertake that the Collaboration Agreement addresses the following subjects:

- a) Measures relating to continuous communication between the Parties;
- b) Measures relating to a process for resolving any disputes that may arise during the implementation of the Collaboration Agreement;
- c) Measures to facilitate the practice of traditional activities, including hunting, fishing and trapping, by First Nations in the Territory of Application in compliance with the principles of sound management of wildlife and fishery resources, in particular the principle of conservation;
- d) Development of a model to promote increased participation of First Nations in the moose management process in the Territory of Application, including consideration of the traditional knowledge of First Nations;
- e) Identification of economic development opportunities related to wildlife for First Nations;
- f) Possibility of extending the model provided for in paragraph d) to other areas in proximity to the Territory of Application once the work has been completed and this model has been agreed;
- g) Development of a work plan;
- h) Any other matters that the Parties agree to discuss.

## **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 and allowing the negotiation of the Collaboration Agreement, 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 First Nations, 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 First Nations, 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 First Nations representatives must be included.
- 5.8 Traditional knowledge, made available by the First Nations, 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 First Nations, 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 First Nations' 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 First Nations 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 First Nations 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 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 First Nations, raise awareness in the non-Indigenous population on First Nations 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 Collaboration 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 First Nations. These informations may only be disclosed to anyone other than one of the Parties with the written authorization of the sharing First Nation 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 First Nations to consult with their members regarding the Agreement and the Collaboration Agreement. To this end, Confidential Information may be shared by First Nations with their members in order to keep them informed of the progress of the negotiation, as well as of the proposed content of the Collaboration Agreement without infringing these provisions. If necessary, at the request of one or more First Nations, 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 First Nations in the negotiation of the Collaboration 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 the 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 First Nations who are registered in the Register provided for in section 5 of the Indian Act R.S.C., 1985 c. I-5 and a party of one of the Algonquin Nations in this agreement.
- 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 Premières Nations, to:  
Coordonateur, Algonquin Anishnabe Nation  
[coordinator@aantc-ctnaa.ca]

And copies to First Nations Chiefs

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 9.2 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 Preamble and 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 First Nations land claim;
  - b) Any ancestral title or Aboriginal or treaty right claimed by the First Nations;
  - c) Any obligation on the part of Québec to consult or accommodate the First Nations.
- 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 First Nations, in the copies of the resolutions attached to this Agreement (Schedule 1).



IN WITNESS WHEREOF, the Parties signed:

**For the Gouvernement du Québec**

\_\_\_\_\_  
**Ian Lafrenière**

Minister Responsible for Indigenous Affairs

At \_\_\_\_\_

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

\_\_\_\_\_  
**Pierre Dufour**

Minister of Forests, Wildlife and Parks

At \_\_\_\_\_

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

**For the Anishnabe Nation**

\_\_\_\_\_  
**Verna Polson**

Grand Chief of the Algonquin Anishinabeg Tribal Council

At \_\_\_\_\_

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

\_\_\_\_\_  
**Lance Haymond**

Chief of Kebaowek First Nation

At \_\_\_\_\_

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

\_\_\_\_\_  
**Dylan Whiteduck**

Chief of the Kitigan Zibi Anishinabeg

At \_\_\_\_\_

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

\_\_\_\_\_  
**Régis Pénosway**

Chief of the Anicinapek de Kitcisakik

At \_\_\_\_\_

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

\_\_\_\_\_  
**Steeve Mathias**

Chief of Long Point First Nation

At \_\_\_\_\_

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

\_\_\_\_\_  
**Adrienne Jérôme**

Chief of la Nation anishnabe du Lac Simon

At \_\_\_\_\_

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

\_\_\_\_\_  
**Monik Kistabish**

Chief of la Première Nation Abitibiwinni

At \_\_\_\_\_

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

## **SCHEDULE 1: RESOLUTIONS**

### **ALGONQUIN ANISHINABEG NATION TRIBAL COUNCIL**

**Anicinape community of Kitcisakik**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

**Abitibiwinni First Nation**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

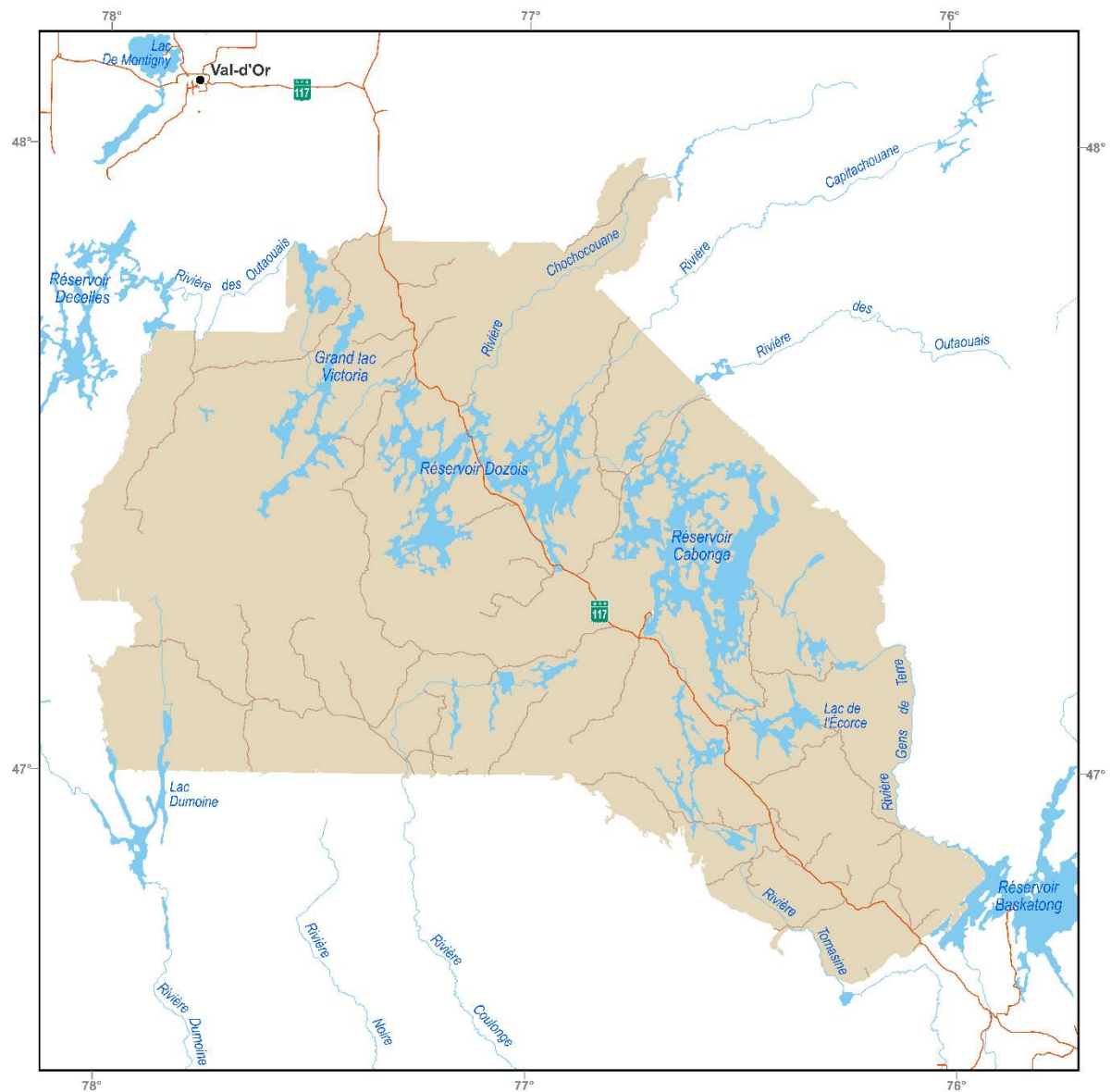
**Kebaowek First Nation**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

**Kitigan Zibi Anishinabeg**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

**Long Point First Nation**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

**Anishnabe Nation of Lac Simon**, represented by its Chief and Council and having “band” status within the meaning of the Indian Act (Canada).

## SCHEDULE 2: TERRITORY OF APPLICATION



### Territoire d'application

■ Réserve faunique La Vérendrye

### Sources

Données	Organisme	Année
Fond cartographique	MERN	2021

0 25 50km

### 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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Québec