

**SPECIAL AGREEMENT
ESTABLISHING THE TERMS OF APPLICATION
OF THE ABORIGINAL INITIATIVES FUND**

between

THE GOVERNMENT OF QUÉBEC
As represented by the Minister for Native Affairs;
hereinafter referred to as "Québec"

and

THE MOHAWKS OF AKWESASNE
As represented by the Mohawk Council of Akwesasne,
hereinafter referred to as the "Council"

WHEREAS the Government of Québec announced the creation of the Aboriginal Initiatives Fund (AIF) at the First Nations Socioeconomic Forum;

WHEREAS the AIF includes, among other things, a budget that aims to support economic development and community infrastructure projects;

WHEREAS the parties recognize the unique geographic and jurisdictional character of Akwesasne;

WHEREAS it is recognized that Akwesasne is jurisdictionally unique and many issues have been addressed in the past through innovative arrangements between the Council and Quebec;

WHEREAS Quebec recognizes that the Council has the capacity and ability to exercise economic development and community infrastructure projects at Akwesasne;

WHEREAS economic development is an essential element for the progress of Akwesasne and for the well-being of its population and for Akwesasne taking charge of its own future;

WHEREAS the Council and Quebec are committed to working together in a spirit of peace, respect and friendship;

WHEREAS the parties wish to combine their efforts to stimulate economic development and support projects originating from the community;

WHEREAS the parties want to favour partnership between one another, where required;

WHEREAS the parties entered into a Political Protocol on June 20th, 2000 to support the implementation of new arrangements between the Council and Quebec; and

WHEREAS consistent with that Political Protocol, the Council and Quebec wish to enter into this Agreement;

Initials of the parties _____

Initials of the parties _____

THEREFORE, the parties agree on the following:

PURPOSE OF THE AGREEMENT

1. The purpose of this agreement is to establish the terms of program planning and cooperation as well as the general commitments of the parties in order to promote the economic development and community infrastructure of Akwesasne and the creation and consolidation of jobs for the members of Akwesasne.
2. This agreement is not a treaty within the meaning of section 35 of the Constitution Act, 1982 and must in no way be construed as having the effect of an abrogation, a derogation, a negation or a recognition of an Aboriginal right, a treaty right or any other right.
3. The preamble and the schedule form an integral part of this agreement.
4. By way of the AIF, Québec makes available to the Council a \$3.29 million budget over five years intended to fund economic development projects, and gives access to a maximum of \$1 million budget over five years starting from the date of signing this agreement intended for community infrastructure projects as well as economic development measures according to the needs and priorities expressed by the Council.
5. In order to have access to the "community infrastructure" budget of the AIF, the Council must sign notably this agreement.
6. The parties recognize the need to cooperate and to pool their efforts to achieve the purpose of this agreement.

APPLICATION FRAMEWORK

7. The parties will make sure that the authorized projects will be dealt with promptly and in accordance with the statutes, regulations and standards of Québec. For this purpose, the Secrétariat aux affaires autochtones will ensure, where required, the necessary interministerial coordination and cooperation.
8. The projects and measures will have to be funded on a priority basis by way of the existing programs of the federal government and those of Québec departments and agencies, from their respective appropriations. The budgets of the AIF will only be used to fund projects for which there is no program that can meet the specific requirements of these projects and, as the case may be, projects that will require financial assistance over and above what the existing programs can offer.

PARTNERSHIP AND COOPERATION

9. The parties will develop a timetable for the progressive implementation of the provisions of this agreement and, if necessary, the setting up of transitional mechanisms.
10. The parties have included in a schedule to this agreement a socioeconomic profile of the community based on recent data provided by the Council. The current portrait may be replaced from time to time as agreed by the Parties in writing by a new profile based on comprehensive and more recent data than those currently available.

Initials of the parties _____

Initials of the parties _____

ELIGIBILITY OF PROJECTS

11. The Council will submit economic development and community infrastructure projects deemed to be a priority and which can be funded under the budget identified in section 4 of this agreement. Each project will be accompanied with a detailed description of proposed activities.
12. In order for a project to be funded by Québec, an application will have to comply with the rules of application of the "economic development" budget of the AIF. Moreover, all projects will have to comply with the statutes, regulations and standards of Québec and Akwesasne.
13. As for the community infrastructure projects submitted by the Council, they will have to comply with the specific rules of application government access to the "community infrastructure" budget of the AIF. Moreover, all projects will have to comply with the statutes, regulations and standards of Québec and Akwesasne.
14. The parties agree that all of the authorized projects will be the subject to a funding agreement between the Council and Québec.
15. This funding agreement will define the activities of the project, the conditions for the payment of the contribution, the commitments of the parties. It will provide for a reporting process.

GENERAL PROVISIONS

Duration of the Agreement

16. This agreement shall take effect on the date of its signing by the two parties and shall remain in effect for a period of five years, subject to the provisions of this agreement.

Amendment of the Agreement

17. The parties may, by common accord expressed in writing, amend this agreement or enter into complementary agreements through an exchange of letters on the terms of application of this agreement not provided for herein.
18. Should any provision of this agreement be declared null or invalid by a competent court, the parties agree to use their best efforts to remedy, as soon as possible, this nullity or invalidity so that the objectives sought by the agreement are attained.

Termination of the Agreement

19. In case of non-compliance with the clauses of this agreement by either party, this agreement shall be cancelled upon the expiration of sixty days following the date of transmission, by either party, of a written notice of cancellation, unless the parties agree to different provisions prior to said term.

Initials of the parties

Initials of the parties

IN WITNESS WHEREOF, the parties have signed at _____

on this _____ day of _____ 2006: ⁷

**FOR THE MOHAWKS OF
AKWESASNE,**

**FOR THE GOVERNMENT OF
QUÉBEC,**

Timothy Thompson
Grand Chief
Mohawk Council of Akwesasne

Benôit Pelletier
Ministre responsable des Affaires
intergouvernementales canadiennes,
des Affaires autochtones, de la
Francophonie canadienne, de la
Réforme des institutions
démocratiques et de l'Accès à
l'information