

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

between

**THE GOVERNMENT OF QUÉBEC**  
represented by the Minister responsible for Canadian  
Intergovernmental Affairs, Native Affairs, Francophones within Canada,  
the Reform of Democratic Institutions and Acces to Information;  
hereinafter referred to as “Québec”

and

**THE MOHAWK COUNCIL OF KANESATAKE**  
represented by the Grand Chief,  
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 projects;

WHEREAS economic development is an essential element for the progress of Kanesatake and for the well-being of its population;

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.

CONSEQUENTLY, the parties agree on the following:

**PURPOSE OF THE AGREEMENT**

1. The purpose of this agreement is to establish the general commitments of the parties in order to promote the economic development of Kanesatake and the creation and consolidation of jobs for the members of the community of Kanesatake.
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 \$ 1,34 million budget over five years intended to fund economic development projects, 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 notably have signed this agreement.
6. The parties recognize the need to cooperate and to pool their efforts to achieve the purpose of this agreement.

Initials of the parties \_\_\_\_\_

Initials of the parties \_\_\_\_\_

## **APPLICATION FRAMEWORK**

7. The parties will make sure that the authorized projects will be dealt with promptly, in accordance with the statutes, regulations and standards applicable in Québec. For this purpose, the Secrétariat aux affaires autochtones will ensure, where required, the necessary interministerial coordination and concertation.
8. The projects 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.
9. The parties will be able to agree on a calendar for the progressive implementation of the provisions of this agreement and, if necessary, the setting up of transitional mechanisms.

## **ELIGIBILITY OF PROJECTS**

10. The Council will submit to Québec economic development 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.
11. In order for a project to be authorized by Québec, it 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 applicable in Québec.
12. 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 applicable in Québec.
13. On the basis of the submitted projects, the parties agree that all of the authorized projects will be the subject of a funding agreement between the eligible organization and Québec.

This funding agreement will define the activities of the project, the conditions for the payment of the assistance, and the commitments of the parties. Moreover, it will provide for a reporting process.

## **GENERAL PROVISIONS**

14. 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.
15. 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.

Initials of the parties \_\_\_\_\_

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16. Should any provision of this agreement be declared null or invalid by a competent court, the parties agree to remedy, as soon as possible, this nullity or invalidity so that the objectives sought by the agreement are attained.
17. 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.

**IN WITNESS WHEREOF**, the parties have signed at \_\_\_\_\_Kanesatake\_\_\_\_\_

on this \_\_\_\_23\_\_\_\_ day of \_\_\_\_\_October\_\_\_\_\_ 2008:

**FOR THE MOHAWK COUNCIL OF  
KANESATAKE,**

**FOR THE GOVERNMENT OF QUÉBEC,**

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Sohenrise Paul Nicholas  
Grand Chief

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Benoît Pelletier  
Minister responsible for Canadian  
Intergovernmental Affairs,  
Native Affairs, Francophones within Canada,  
the Reform of Democratic Institutions  
and Acces to Information