

FRAMEWORK AGREEMENT

BETWEEN

THE GOUVERNEMENT DU QUÉBEC, as represented by the ministre responsable des Relations avec les Premières Nations et les Inuit and the ministre responsable des Relations canadiennes (“**Québec**”)

AND

The LISTUGUJ MI’GMAQ GOVERNMENT, as represented by its Chief (“**LMG**”)

PREAMBLE

WHEREAS the Listuguj Mi'gmaq First Nation is part of the Mi'gmaq Nation recognized by the March 20th, 1985, resolution of the Assemblée nationale du Québec;

WHEREAS the Listuguj Mi'gmaq First Nation asserts aboriginal rights, including aboriginal title, and treaty rights throughout its traditional territory of Gespe'gewa'gi;

WHEREAS the Listuguj Mi'gmaq First Nation is dedicated to the preservation and protection of the land, waters, and living things of Gespe'gewa'gi;

WHEREAS Québec takes note of these statements and considers them with respect;

WHEREAS the Parties accept and recognize their distinctiveness and the unique character of their respective culture, language, customs and traditions, including legal traditions, and national identities;

WHEREAS the Listuguj Mi'gmaq First Nation governs itself through the LMG and that the LMG represents collectively its members in regard to the rights protected by article 35 of the *Constitution Act of 1982*;

WHEREAS Québec and the LMG want to renew and strengthen their relationship on the basis of respect, honour, good faith, mutual trust, and peace and friendship.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

1.1 This Agreement provides a general framework for negotiations regarding subject matters of common interest, including negotiations aiming for the conclusion of sectoral agreements.

2. SUBJECT MATTERS

2.1 The Parties have identified the following priority subject matters for negotiations:

- a) regulation of cannabis;
- b) the Mi'gmaq Rangers;
- c) conservation, development, and management of wildlife;
- d) access to parks and their operation;
- e) energy and natural resource development;
- f) aboriginal-led protected areas;

- g) camps built by members of the Listuguj Mi'gmaq First Nation and cabins built by non-Aboriginal individuals that do not comply with the *Act respecting the lands in the domain of the State* (c. T-8.1);
 - h) consultation and accommodation related to aboriginal and treaty rights asserted by the Listuguj Mi'gmaq First Nation.
- 2.2 The Parties will appoint duly authorized representatives for the negotiation of each subject matter when appropriate. For Québec, this team will be composed of representatives from appropriate departments.
- 2.3 As part of their negotiations, the Parties may conclude sectoral agreements in regard to the subject matters. In this case, a sectoral agreement should provide for:
- 2.3.1 the nature and scope of the sectoral agreement;
 - 2.3.2 the duration of the sectoral agreement;
 - 2.3.3 an implementation plan, if needed;
 - 2.3.4 the creation of a liaison committee charged with the supervision of its application.
- 2.4 Upon mutual agreement, the Parties may invite other parties, including the Government of Canada, to the negotiations on relevant subject matters.
- 2.5 The Parties may consider and explore options for establishing a negotiation process that could address the recognition of aboriginal rights, including title, and treaty rights, including the possibility of a tripartite table with the federal government.

3. LIAISON COMMITTEE

- 3.1 A Liaison Committee composed of two representatives from each Party will be established. The representatives must have the authority needed for the Liaison Committee to carry out its mandate.
- 3.2 The mandate of this Liaison Committee is to supervise the overall implementation of this Agreement, including to help resolve disputes between the Parties.
- 3.3 The Liaison Committee may also add, by mutual agreement of the representatives of the Parties, other subject matters to be discussed.
- 3.4 The Liaison Committee shall meet twice a year and may meet more frequently where it determines that it is appropriate for it to do so.

- 3.5 The Parties may plan once a year a meeting involving the LMG's Chief, the ministre responsable des relations avec les Premières Nations et les Inuit or any other relevant minister to follow up on the implementation of the Agreement.

4. DISPUTE RESOLUTION

- 4.1 The Parties shall at all times give priority to dialogue to resolve any dispute arising from the interpretation or implementation of this Agreement.
- 4.2 Each sectoral agreement shall specify the procedure to be followed to avoid and, if necessary, resolve conflicts between the Parties in a spirit of conciliation, cooperation, and harmony.
- 4.3 Should a dispute arise in the course of the implementation of this Agreement or on its interpretation, the Liaison Committee undertakes to make every effort to attempt to resolve it through dialogue in a spirit of openness and collaboration.
- 4.4 Should the Liaison Committee be unable to resolve the dispute, each of the Parties shall appoint a representative with sufficient authority to seek a jointly negotiated solution to the dispute.

5. FINANCING

- 5.1 Québec agrees to financially support the LMG in the implementation of this Agreement, including its participation in the negotiation tables stemming from it, through existing programs provided for this purpose, in accordance with the terms and conditions of the applicable program, subject to budget appropriations voted by the Assemblée nationale and the availability of funds.
- 5.1.1 The Parties will establish a joint work plan annually.
- 5.1.2 The LMG must submit to the Secrétariat aux relations avec les Premières Nations et les Inuit an annual budget proposal that takes into consideration the work plan.
- 5.1.3 When sectoral negotiation tables are created, the funds to support the LMG's participation should be provided, where possible, by the concerned department.

6. CONFIDENTIALITY

- 6.1 The content of the negotiations and documents exchanged or developed by the Parties for the implementation of this Agreement shall be confidential and shall not be distributed, disclosed or published in any form whatsoever, unless:
- a. the Parties agree otherwise; or
 - b. it is required by law.

Any information communicated that is publicly available or that could lawfully be made available independently of this Agreement is not covered by the confidentiality provisions provided for in the first paragraph.

The Parties may, however, communicate information and documents regarding the negotiations provided for in this Agreement if necessary for consultation of LMG's membership or Québec's departments, agencies, or state-owned enterprises.

- 6.2 This Agreement, the content of the discussions and documents exchanged by the Parties in the negotiations contemplated in it are without prejudice of the positions, rights and interests of the Parties and cannot be used as evidence of their position nor construed as an admission of fact, of law or of liability, including in the context of legal proceedings.
- 6.3 The Parties may determine whether sectoral agreements are to be published, subject to applicable laws.

7. GENERAL TERMS

- 7.1 This Agreement is not a land claim agreement or treaty as contemplated in sections 25 and 35 of the *Constitution Act, 1982*.
- 7.2 This Agreement does not confer, recognize, limit, negate or otherwise affect any aboriginal or treaty right that the Listuguj Mi'gmaq First Nation may have under section 35 of the *Constitution Act, 1982*. For more certainty, this Agreement is not intended to define or to be used to limit the nature or scope of the Listuguj Mi'gmaq First Nation's aboriginal and treaty rights.

8. COMING INTO FORCE, AMENDMENT, TERMINATION

- 8.1 This Agreement comes into force as of the date of the last signature.
- 8.2 The term of this Agreement is ten (10) years after the date of entry into force, renewable automatically for further ten (10) year periods, unless either party gives the other party written notice of non-renewal at least sixty (60) days before the expiry date.
- 8.3 This Agreement may be amended on written consent of the Parties.
- 8.4 A Party wishing to terminate this Agreement shall send the other Party ninety (90) days' notice of intent to terminate, including the reason for the termination. Within thirty (30) days of the date of receipt of the notice of intent to terminate, the Parties shall initiate discussions aimed at this Agreement to continue. At the end of the period of ninety (90) days after the notice of intent to terminate is sent, either Party may give notice of termination, effective immediately.

8.5 This Agreement was drafted in both French and English. Both versions have the same legal value.

IN WITNESS WHEREOF, the Parties signed:

For Québec

Original signed by 14/05/2025

M. Ian Lafrenière Date
Ministre responsable des Relations avec les Premières Nations et les Inuit

Original signed by 30/04/2025

M. Simon Jolin-Barrette Date
Ministre responsable des Relations canadiennes

For the Listuguj Mi'gmaq Government

Original signed by 14/05/2025

Scott Martin Date
Chief