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represented by the Minister of Aboriginal Affairs and Northern
Development, 2013

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sur la gouvernance

GOVERNANCE AGREEMENT

BETWEEN:

SIOUX VALLEY DAKOTA NATION

***as represented by
the elected Council of its government***

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

***as represented by
the Minister of Indian Affairs and Northern Development***

SIoux VALLEY DAKOTA NATION
GOVERNANCE AGREEMENT

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This Agreement made as of the 30th day of August, 2013

BETWEEN:

SIOUX VALLEY DAKOTA NATION

as represented by the elected Council of its government

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

PREAMBLE

- A. On July 3, 1991, Sioux Valley Dakota Nation and Canada entered into a Framework Agreement to undertake negotiations about Sioux Valley Dakota Oyate government arrangements;
- B. On March 2, 2001 Sioux Valley Dakota Nation and Canada entered into a Comprehensive Agreement-in-Principle to continue negotiations about this Agreement;
- C. At the same time, Sioux Valley Dakota Nation, Canada and Manitoba entered into a Tripartite Agreement-in-Principle to continue negotiations about a Tripartite Governance Agreement;
- D. The Government of Canada recognizes and affirms the right of self-government is an existing aboriginal right;
- E. Sioux Valley Dakota Nation and Canada may have different legal views as to the scope and content of any right of self-government;
- F. By this Agreement, Sioux Valley Dakota Nation and Canada intend to set out Sioux Valley Dakota Oyate government arrangements without taking positions about how a right of self-government may be defined at law;
- G. By this Agreement, Sioux Valley Dakota Nation and Canada intend to provide for a government-to-government relationship within the framework of the Canadian constitution;
- H. Sioux Valley Dakota Nation has a unique relationship with Canada which is based, in part, on the historical alliances between the Dakota people and the Crown;

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- I. Sioux Valley Dakota Nation is entering into this Agreement upon its assertion that Sioux Valley Dakota Nation exercises a sovereign right to preserve, protect, promote and maintain Sioux Valley Dakota Nation government, language, culture, natural laws, tradition, history and relations with the seven historic Council Fires and with Canada throughout the territory over which Sioux Valley Dakota Nation asserts title;
- J. Sioux Valley Dakota Nation is entering into this Agreement within the framework of the Sioux Valley Dakota Nation Constitution;
- K. At the same time as Sioux Valley Dakota Nation and Canada are entering into this Agreement, Sioux Valley Dakota Nation and Canada are entering into a Tripartite Governance Agreement with Manitoba, in which Manitoba recognizes and concurs with this Agreement and commits to undertake any measures necessary to give legal effect to this Agreement;
- L. The Members approved, and authorized the elected council of Sioux Valley Dakota Nation to sign, this Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement through the Community Approval Process;
- M. The Governor in Council, by Order in Council, approved, and authorized the signing of these documents on behalf of Canada; and
- N. Canada recognizes its responsibility to uphold the honour of the Crown in its relationship with Sioux Valley Dakota Nation.

Sioux Valley Dakota Nation and Canada agree as follows:

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PART 1:
DEFINITIONS AND INTERPRETATION

1.0 Definitions and Interpretation

1.01 Defined words and phrases

- (1) In this Agreement, words or phrases with initial capital letters have defined meanings.
- (2) These meanings are as follows:

Agreed-Upon Programs and Services means those programs and services identified in the Sioux Valley Dakota Nation Financial Arrangements Agreement which Sioux Valley Dakota Nation has assumed responsibility to deliver.

Band means “band” as defined in the *Indian Act*.

Canada means Her Majesty the Queen in right of Canada, and includes all departments of the Government of Canada.

Community Approval Process means the process set out in Schedule “J” by which the Members affirmed their prior approval of the Sioux Valley Dakota Nation Constitution and approved, and authorized the elected council of Sioux Valley Dakota Nation to sign, this Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement.

Environment means “environment” as defined in the *Canadian Environmental Protection Act, 1999*.

Federal Implementing Legislation means the legislation Canada intends to recommend to the Parliament of Canada to give legal effect to this Agreement.

Initial Sioux Valley Dakota Nation Land Law means the first Sioux Valley Dakota Nation Law made under 41.01(1) [*Laws about Land Management*].

Interest means, in relation to Sioux Valley Dakota Nation Lands, any legally recognized estate, right or interest of any nature in or to land, but does not include title to land or a fee simple interest in land.

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International Legal Obligation means an international obligation binding on Canada under international law, including:

- (a) an obligation arising under an International Treaty or under the general practice of states accepted as international law; and
- (b) an obligation that is in force before, on, or after the date this Agreement comes into effect.

International Treaty means a written agreement governed by international law between:

- (a) Canada and one or more states; or
- (b) Canada and one or more international organizations,

whether that agreement is set out in one document, or in two or more related documents, and regardless of what the document is, or the documents are, called.

International Tribunal means an international court, committee, tribunal or other international body which has the authority to consider the performance by Canada of an International Legal Obligation.

IRIS Plan means the Intergovernmental Relations and Implementation Support Plan referred to in 68.0 [*The Intergovernmental Relations and Implementation Support (IRIS) Plan*].

IRIS Committee means the Intergovernmental Relations and Implementation Support Committee established by Sioux Valley Dakota Nation, Canada and Manitoba in accordance with 67.01 [*Establishment, and role, of the Intergovernmental Relations and Implementation Support (IRIS) Committee*].

Jurisdiction means the power and authority to make a law.

Manitoba means Her Majesty the Queen in right of Manitoba, and includes all departments of the Government of Manitoba.

Member means, in relation to Sioux Valley Dakota Nation as a Band, an individual whose name is on the “band list” within the meaning of the *Indian Act*.

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Person without Legal Capacity means a Sioux Valley Dakota Nation citizen who ordinarily resides on Sioux Valley Dakota Nation Lands but:

- (a) who has not reached the age of 18 years; or
- (b) who has been declared to be mentally incompetent, or incapable of managing his or her own affairs, by a court or decision-making body of competent jurisdiction, including the Sioux Valley Dakota Nation Court or a decision-making body which has authority to make such determinations under a Sioux Valley Dakota Nation Law.

Sioux Valley Dakota Nation Asset means personal property (including money) or land (including an interest in land) owned by Sioux Valley Dakota Nation, but does not include Sioux Valley Dakota Nation Lands.

Sioux Valley Dakota Nation Constitution means the written constitution maintained by Sioux Valley Dakota Nation under 9.0 [*Sioux Valley Dakota Nation Constitution*].

Sioux Valley Dakota Nation Court means a court established under a Sioux Valley Dakota Nation Law made under 53.01(1) [*Laws about establishing a Sioux Valley Dakota Nation Court*].

Sioux Valley Dakota Nation-FAA means the Sioux Valley Dakota Nation Financial Arrangements Agreement referred to in 62.0 [*The Sioux Valley Dakota Nation Financial Arrangements Agreement*].

Sioux Valley Dakota Nation Lands means those lands which are described in Schedule “G”.

Sioux Valley Dakota Nation Law means:

- (a) the Sioux Valley Dakota Nation Constitution;
- (b) a law made by Sioux Valley Dakota Oyate Government under this Agreement; and
- (c) a by-law made by Sioux Valley Dakota Nation that is deemed to be a Sioux Valley Dakota Nation Law under 35.03 [*Continuation of existing by-laws*].

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Sioux Valley Dakota Nation Police Service means a police service established under a Sioux Valley Dakota Nation Law made under 52.01(1) [*Laws about a Sioux Valley Dakota Nation Police Service*].

Sioux Valley Dakota Nation Trust Moneys means all moneys held by Canada for the use and benefit of Sioux Valley Dakota Nation as of the date this Agreement comes into effect.

Sioux Valley Dakota Oyate Government means the government established by Sioux Valley Dakota Nation under the Sioux Valley Dakota Nation Constitution.

Tripartite Governance Agreement means the agreement among Sioux Valley Dakota Nation, Canada and Manitoba entered into at the same time as this Agreement in which Manitoba recognizes and concurs with this Agreement and commits to undertake any measures necessary to give legal effect to this Agreement.

1.02 How this Agreement is to be interpreted

- (1) This Agreement includes all the Schedules to this Agreement.
- (2) This Agreement is to be interpreted:
 - (a) in accordance with the *Interpretation Act*; and
 - (b) without any presumption that doubtful expressions are to be resolved in favour of Sioux Valley Dakota Nation, Canada or Manitoba.
- (3) In this Agreement:
 - (a) the meaning of words or phrases when defined in one tense applies to all tenses;
 - (b) the singular includes the plural and vice versa;
 - (c) headings are for ease of reference and do not form part of this Agreement; and
 - (d) a reference to a document (including this Agreement) includes any amendment or replacement of it.

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(4) For ease of reference, the provisions of this Agreement are referred to as:

Part	1
Article	1.0
Section	1.01
Subsection	1.01(1)
Paragraph	1.01(1)(a) or 1.01(a)
Subparagraph	1.01(1)(a)(i) or 1.01(a)(i)

1.03 Statutory references

Schedule “A” lists the legislation referred to in this Agreement.

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PART 2:
THE GOVERNMENT-TO-GOVERNMENT RELATIONSHIP

2.0 Purpose of this Agreement

2.01 Recognition of Sioux Valley Dakota Oyate Government

This Agreement recognizes Sioux Valley Dakota Oyate Government.

2.02 Provision of a government-to-government relationship between Sioux Valley Dakota Nation and Canada

This Agreement provides for a government-to-government relationship between Sioux Valley Dakota Nation and Canada within the framework of the Canadian Constitution.

2.03 Context of this Agreement for Sioux Valley Dakota Nation

Sioux Valley Dakota Nation is entering into this Agreement within the framework of the Sioux Valley Dakota Nation Constitution.

3.0 The government-to-government relationship

3.01 Basis of the government-to-government relationship

The government-to government relationship between Sioux Valley Dakota Nation and Canada provided for in this Agreement is based on the special relationship between them.

4.0 Description of the government-to-government relationship

4.01 Elements of the government-to-government relationship

The government-to-government relationship between Sioux Valley Dakota Nation and Canada provided for in this Agreement includes ongoing political, intergovernmental, financial and communication dimensions.

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4.02 Manner in which Sioux Valley Dakota Nation and Canada will conduct themselves

- (1) Sioux Valley Dakota Nation and Canada will conduct themselves in the government-to-government relationship provided for in this Agreement so as to promote and demonstrate:
 - (a) open communication;
 - (b) respect for their respective governments and laws;
 - (c) co-operation and collaboration;
 - (d) consultation and negotiation;
 - (e) avoidance of conflict; and
 - (f) fair, effective and independent dispute resolution.
- (2) No legal obligations are created by (1).

4.03 No legal obligations outside this Agreement

The government-to-government relationship provided for in this Agreement does not create legal obligations for Sioux Valley Dakota Nation or Canada, except as expressly provided for in this Agreement.

5.0 Status of this Agreement

5.01 This Agreement is not a treaty

This Agreement is not a treaty and does not create “aboriginal or treaty rights” within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*.

5.02 This Agreement without prejudice to future negotiations

- (1) This Agreement does not prejudice the ability of Sioux Valley Dakota Nation and Canada to enter into negotiations in the future, including negotiations relating to aboriginal rights or treaty rights, should they agree to do so.

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- (2) If Sioux Valley Dakota Nation and Canada enter into treaty negotiations, this Agreement may, if they agree, form a basis for those negotiations.

6.0 Relationship between this Agreement and other matters

6.01 Relationship of this Agreement to existing aboriginal or treaty rights

Nothing in this Agreement:

- (a) abrogates or derogates from any aboriginal or treaty rights of Sioux Valley Dakota Nation recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982* or the exercise of those rights by individuals;
- (b) prejudices, limits or restricts the position that Sioux Valley Dakota Nation, Canada or Manitoba may take at any time about any aboriginal or treaty rights of Sioux Valley Dakota Nation or the exercise of those rights by individuals; or
- (c) recognizes or denies any aboriginal or treaty rights of Sioux Valley Dakota Nation or the exercise of those rights by individuals.

6.02 Agreement not an expression of legal views on self-government

By this Agreement, Sioux Valley Dakota Nation and Canada are not expressing any legal views on how any right of self-government may be defined at law.

6.03 Agreement does not prejudice positions on aboriginal title

This Agreement does not prejudice the position Sioux Valley Dakota Nation, Canada or Manitoba may take about any aboriginal title of Sioux Valley Dakota Nation in any lands, including Sioux Valley Dakota Nation Lands.

6.04 Relationship of this Agreement to other rights and freedoms

- (1) A Sioux Valley Dakota Nation citizen who is a Canadian citizen continues to be entitled to all the rights and benefits of Canadian citizenship that apply from time to time.
- (2) A Sioux Valley Dakota Nation citizen who is a permanent resident of Canada continues to be entitled to all the rights and benefits of permanent residency that apply from time to time.

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- (3) The *Canadian Charter of Rights and Freedoms* applies to Sioux Valley Dakota Nation in respect of all matters within its power or authority and to any government, body, institution or person that exercises law-making, executive, judicial or administrative functions, or carries out any other government function, on behalf of Sioux Valley Dakota Nation.
- (4) This Agreement does not affect the application to Sioux Valley Dakota Nation of section 25 of the *Canadian Charter of Rights and Freedoms*.

6.05 Relationship of this Agreement to rights of other aboriginal peoples

Nothing in this Agreement abrogates or derogates from any existing aboriginal or treaty rights of aboriginal peoples in Canada who are not party to this Agreement.

6.06 Continuation of fiduciary relationship

- (1) The fiduciary relationship between Canada and Sioux Valley Dakota Nation continues.
- (2) Any duty of care or other obligation arising out of that fiduciary relationship may change as a result of the implementation of this Agreement, including as a result of:
 - (a) the exercise of Jurisdiction by Sioux Valley Dakota Nation; or
 - (b) the evolution of the government-to-government relationship between Canada and Sioux Valley Dakota Nation provided for in this Agreement.

7.0 Amalgamation with another First Nation or creation of a new First Nation

7.01 Future amalgamation or division

- (1) If Sioux Valley Dakota Nation proposes to join with another First Nation, it will make a proposal to amend this Agreement.
- (2) If Sioux Valley Dakota Nation proposes to create a new First Nation from Sioux Valley Dakota Nation, it will make a proposal to amend this Agreement.

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- (3) A proposal made under (1) or (2) will address the effects of the proposal on:
- (a) this Agreement;
 - (b) the Tripartite Governance Agreement;
 - (c) Sioux Valley Financial Arrangements Agreement; and
 - (d) the Intergovernmental Relations and Implementation Support Plan.

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PART 3:
CAPACITY OF SIOUX VALLEY DAKOTA OYATE GOVERNMENT

8.0 Capacities of Sioux Valley Dakota Nation

8.01 Sioux Valley Dakota Nation a legal entity

- (1) Sioux Valley Dakota Nation is a legal entity.
- (2) Upon this Agreement coming into effect, all rights, interests, assets and obligations of Sioux Valley Dakota Nation as a Band vest in Sioux Valley Dakota Nation.

8.02 Sioux Valley Dakota Nation to act through Sioux Valley Dakota Oyate Government

Sioux Valley Dakota Nation will exercise Jurisdiction, carry out other government functions and otherwise exercise power or authority through Sioux Valley Dakota Oyate Government.

8.03 Standing of Sioux Valley Dakota Oyate Government

Without limiting 8.01(1) [*Sioux Valley Dakota Nation a legal entity*], Sioux Valley Dakota Nation has the legal capacity to have standing in any legal proceeding involving:

- (a) any aboriginal or treaty rights of Sioux Valley Dakota Nation, including those rights that may be exercised by individuals; or
- (b) other rights of Sioux Valley Dakota Nation; and
- (c) the rights of Sioux Valley Dakota Nation citizens.

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PART 4:
THE SIOUX VALLEY DAKOTA NATION CONSTITUTION

9.0 Sioux Valley Dakota Nation Constitution

9.01 Sioux Valley Dakota Nation Constitution

- (1) Sioux Valley Dakota Nation will maintain a written constitution.
- (2) The Sioux Valley Dakota Nation Constitution will address:
 - (a) citizenship of Sioux Valley Dakota Nation;
 - (b) structures of Sioux Valley Dakota Oyate Government, including:
 - (i) the powers, authority and duties of Sioux Valley Dakota Oyate Government;
 - (ii) composition and membership of Sioux Valley Dakota Oyate Government; and
 - (iii) selecting or electing leaders;
 - (c) how changes to Sioux Valley Dakota Oyate Government may be made;
 - (d) how a government function may be delegated and how the delegation of a government function may be amended or revoked;
 - (e) conflicts of interest for leaders;
 - (f) accountability of Sioux Valley Dakota Oyate Government to Sioux Valley Dakota Nation citizens;
 - (g) making Sioux Valley Dakota Nation Laws;

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- (h) notifying the public of Sioux Valley Dakota Nation Laws;
 - (i) amending the Sioux Valley Dakota Nation Constitution; and
 - (j) matters relating to Sioux Valley Dakota Nation Lands as contemplated in Part 8 [*Sioux Valley Dakota Nation Lands*].
- (3) The Sioux Valley Dakota Nation Constitution may provide for other matters consistent with the traditional methods, values and practices of Sioux Valley Dakota Nation.
- (4) All Sioux Valley Dakota Nation Laws are subject to the Sioux Valley Dakota Nation Constitution.

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PART 5:
SIOUX VALLEY DAKOTA NATION JURISDICTION

Scope of Jurisdiction

10.0 Jurisdiction of Sioux Valley Dakota Nation

10.01 Sioux Valley Dakota Nation has Jurisdiction

Sioux Valley Dakota Nation has the Jurisdiction provided for in this Part and in the other Parts referred to in this Part.

10.02 General scope of Sioux Valley Dakota Nation Laws

- (1) Unless this Agreement provides otherwise, Sioux Valley Dakota Nation Laws apply only on Sioux Valley Dakota Nation Lands.
- (2) Unless this Agreement provides otherwise, Sioux Valley Dakota Nation Laws may apply to:
 - (a) Sioux Valley Dakota Nation citizens who are on Sioux Valley Dakota Nation Lands;
 - (b) individuals who are not Sioux Valley Dakota Nation citizens but who are on Sioux Valley Dakota Nation Lands; and
 - (c) corporations, partnerships, persons who are parties to joint ventures or other entities, to the extent to which they do business on, or are otherwise present on, Sioux Valley Dakota Nation Lands.
- (3) Subsection (1) does not limit the Jurisdiction of Sioux Valley Dakota Nation under 12.01 [*Laws about citizenship of Sioux Valley Dakota Nation*].
- (4) Subsection (1) does not limit the ability of Sioux Valley Dakota Nation, subject to any applicable federal and provincial laws, to make programs or services available to, and to operate facilities and institutions for, Sioux Valley Dakota Nation citizens off Sioux Valley Dakota Nation Lands.

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10.03 Effective date of Sioux Valley Dakota Nation Laws

- (1) A Sioux Valley Dakota Nation Law may not be effective before the date this Agreement comes into effect.
- (2) Subject to (1), a Sioux Valley Dakota Nation Law may be effective before the date it comes into effect if that law so provides.

Sioux Valley Dakota Oyate Government

11.0 Sioux Valley Dakota Oyate Government

11.01 Laws about Sioux Valley Dakota Oyate Government

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the structure, management, operations and procedures of Sioux Valley Dakota Oyate Government.
- (2) Laws made under (1) may include laws about:
 - (a) referenda in relation to decision-making by Sioux Valley Dakota Oyate Government;
 - (b) selecting or electing leaders; and
 - (c) establishing entities, structures or mechanisms, including bodies, boards, commissions or tribunals for public purposes.
- (3) Laws made under (1) may include laws about:
 - (a) the financial administration of Sioux Valley Dakota Oyate Government;
 - (b) internal procedures for:
 - (i) entering into agreements, including agreements with other governments;
 - (ii) acquiring, or disposing of, Sioux Valley Dakota Nation Assets;

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- (iii) borrowing, lending, spending, or investing money, and the giving of guarantees; and
 - (iv) conducting legal proceedings on behalf of Sioux Valley Dakota Nation; and
 - (c) procedures for legal proceedings under Sioux Valley Dakota Nation Law against Sioux Valley Dakota Nation.
- (4) Laws made under (1) may include laws about:
 - (a) the powers, authority, duties, responsibilities, accountability and remuneration of, and other similar matters in relation to, leaders of Sioux Valley Dakota Oyate Government;
 - (b) the powers, authority, duties, responsibilities and accountability of, and other similar matters in relation to officials of Sioux Valley Dakota Oyate Government and entities, structures or mechanisms, including bodies, boards, commissions or tribunals, established under Sioux Valley Dakota Nation Laws;
 - (c) the liabilities of:
 - (i) leaders of Sioux Valley Dakota Oyate Government; and
 - (ii) persons acting under the authority of a Sioux Valley Dakota Nation Lawincurred while carrying out government functions on behalf of Sioux Valley Dakota Oyate Government;
 - (d) conflicts of interest for leaders of Sioux Valley Dakota Oyate Government; and
 - (e) conflicts of interest for officials of Sioux Valley Dakota Oyate Government and entities, structures or mechanisms, including bodies, boards, commissions or tribunals, established under Sioux Valley Dakota Nation Laws.

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- (5) Laws made under (1) may include laws about the internal procedures Sioux Valley Dakota Oyate Government will follow when entering into treaties with Canada or a government of a province of Canada.
- (6) Laws made under (1) may include laws about the internal procedures Sioux Valley Dakota Oyate Government will follow when recognizing other First Nations.
- (7) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

11.02 Transition

The elected council of Sioux Valley Dakota Nation as a Band that is in office on the date this Agreement comes into effect is deemed to act as Sioux Valley Dakota Oyate Government until the leaders of Sioux Valley Dakota Oyate Government are selected or elected.

Sioux Valley Dakota Nation Citizenship

12.0 Sioux Valley Dakota Nation Citizenship

12.01 Laws about citizenship of Sioux Valley Dakota Nation

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to citizenship of Sioux Valley Dakota Nation.
- (2) Until a Sioux Valley Dakota Nation Law made under (1) comes into effect, eligibility for citizenship in Sioux Valley Dakota Nation will be determined in the same manner in which membership in Sioux Valley Dakota Nation as a Band was determined immediately before this Agreement comes into effect.
- (3) A Sioux Valley Dakota Nation Law made under (1) dealing with the eligibility of individuals to become Sioux Valley Dakota Nation citizens will provide that:
 - (a) an individual who is a Member immediately before that law comes into effect, will be a Sioux Valley Dakota Nation citizen; and

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- (b) an individual who is not a Member, but who is eligible for membership in Sioux Valley Dakota Nation immediately before that law comes into effect, will be eligible to be a Sioux Valley Dakota Nation citizen.
- (4) Eligibility to become a Sioux Valley Dakota Nation citizen under a Sioux Valley Dakota Nation Law does not give an individual Canadian citizenship or permanent resident status.
- (5) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

12.02 Register of Sioux Valley Dakota Nation citizens to be kept

- (1) Upon a Sioux Valley Dakota Nation Law made under 12.01(1) [*Laws about citizenship of Sioux Valley Dakota Nation*] coming into effect, Sioux Valley Dakota Nation will establish a register for all individuals who are Sioux Valley Dakota Nation citizens.
- (2) Sioux Valley Dakota Nation will enter on that register:
 - (a) the names of all individuals who are Sioux Valley Dakota Nation citizens and the date those individuals became Sioux Valley Dakota Nation citizens; and
 - (b) the names of all individuals who were, but are no longer, Sioux Valley Dakota Nation citizens and the date those individuals ceased to be Sioux Valley Dakota Nation citizens.

12.03 Sioux Valley Dakota Nation may pursue issue of Indian registration

This Agreement does not preclude Sioux Valley Dakota Nation from pursuing the establishment of a process by which Sioux Valley Dakota Nation citizens who are not registered as “Indians” under the *Indian Act* will be entitled to be registered as “Indians”.

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*Sioux Valley Dakota Nation Lands, Agriculture,
Natural Resources and the Environment*

13.0 Sioux Valley Dakota Nation Lands

13.01 Matters relating to Sioux Valley Dakota Nation Lands

Matters relating to Sioux Valley Dakota Nation Lands are provided for in Part 8 [*Sioux Valley Dakota Nation Lands*].

14.0 Agriculture

14.01 Laws about agriculture

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to agriculture.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

15.0 Natural resources

15.01 Laws about natural resources generally

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to natural resources on, or forming part of, Sioux Valley Dakota Nation Lands to the extent set out in 15.02 to 15.06.
- (2) The Jurisdiction of Sioux Valley Dakota Nation under 15.02 to 15.06 includes the power and authority to make laws about:
 - (a) planning, management and conservation of natural resources;
 - (b) granting, and transferring, rights or interests in natural resources;
 - (c) harvesting, extracting, removing, and disposing of natural resources (including access to Sioux Valley Dakota Nation Lands for these purposes);

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- (d) systems for registering and recording rights or interests in natural resources; and
 - (e) taking rights or interests in natural resources without the holder's consent.
- (3) Laws made under 15.02 to 15.06 which provide for the taking of rights or interests in natural resources without the holder's consent will provide that the holders of those rights or interests receive fair compensation.
- (4) Nothing in 15.01 to 15.06 affects the ability of Canada to fulfil any legal obligation to collect information for statistics and reports on natural resources.

15.02 Laws about non-renewable resources

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to non-renewable resources, being mines and minerals (including precious and base minerals), oil and gas and sand and gravel.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (3) Upon a Sioux Valley Dakota Nation Law made under (1) coming into effect which deals with the same, or similar, matters as those matters dealt with in the *Indian Oil and Gas Act*, that Act no longer applies to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands or the royalties on oil and gas obtained from Sioux Valley Dakota Nation Lands.

15.03 Laws about water

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) bodies of water entirely within Sioux Valley Dakota Nation Lands; and
 - (b) groundwater.
- (2) Subject to (3), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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- (3) If a Sioux Valley Dakota Nation Law made under (1)(b) is inconsistent with an applicable federal or provincial law about water quality, then the federal or provincial law prevails to the extent of the inconsistency.
- (4) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements with respect to the control, use or management of bodies of water which are not entirely within Sioux Valley Dakota Nation Lands.

15.04 Laws about forest resources

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to forest resources.
- (2) Laws made under (1) may include laws about tree nurseries.
- (3) Subject to (4), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal law relating to plant health, then the federal law prevails to the extent of the inconsistency.

15.05 Laws about fish, fish habitat and aquatic plants

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the protection, harvesting and management of fish in bodies of water entirely within Sioux Valley Dakota Nation Lands.
- (2) Sioux Valley Dakota Nation has Jurisdiction in relation to the conservation and protection of fish habitat within Sioux Valley Dakota Nation Lands.
- (3) Sioux Valley Dakota Nation has Jurisdiction in relation to the protection, harvesting and management of aquatic plants in bodies of water entirely within Sioux Valley Dakota Nation Lands.
- (4) If a Sioux Valley Dakota Nation Law made under (1), (2) or (3) is inconsistent with an applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

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- (5) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements with respect to the protection, harvesting and management of fish or aquatic plants in bodies of water which are not entirely within Sioux Valley Dakota Nation Lands.

15.06 Laws about wildlife

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to wildlife.
- (2) Subject to (3), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal law relating to:
 - (a) migratory birds or their habitat; or
 - (b) species at risk or their habitatthen the federal law prevails to the extent of the inconsistency.

16.0 Environment

16.01 Laws about environmental protection

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to protecting the Environment.
- (2) Laws made under (1) may include laws about:
 - (a) controlling pollution;
 - (b) waste management;
 - (c) air quality;

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- (d) protecting bodies of water entirely within Sioux Valley Dakota Nation Lands;
 - (e) protecting groundwater; and
 - (f) environmental emergencies.
- (3) A Sioux Valley Dakota Nation Law made under (1) will provide for environmental protections that are at least equal to any comparable protections under federal and provincial laws.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with an applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

16.02 Agreements relating to environmental matters

- (1) Sioux Valley Dakota Nation, Canada, and Manitoba may enter into agreements relating to:
- (a) protecting the environment; or
 - (b) environmental emergencies occurring on or off Sioux Valley Dakota Nation Lands.
- (2) One or more municipalities may also be a party to an agreement made under (1).

16.03 Laws about environmental assessment

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the environmental assessment of undertakings, works or physical activities on Sioux Valley Dakota Nation Lands.
- (2) A Sioux Valley Dakota Nation Law made under (1) will provide for comparable requirements to the requirements under the *Canadian Environmental Assessment Act, 2012*.
- (3) A Sioux Valley Dakota Nation Law made under (1) will provide for the matters set out in Schedule “B”.

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- (4) Sioux Valley Dakota Nation will make a law under (1) that comes into effect on the same date as the Initial Sioux Valley Dakota Nation Land Law comes into effect.
- (5) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal law, then the federal law prevails to the extent of the inconsistency.

16.04 Process where undertakings, works or physical activities may have significant harmful environmental effects

- (1) Sioux Valley Dakota Nation, Canada and Manitoba will proceed in the manner set out in Schedule “C” where:
 - (a) an undertaking, work or physical activity is subject to an environmental assessment process under Sioux Valley Dakota Nation Law and may reasonably be expected to have significant harmful environmental effects off Sioux Valley Dakota Nation Lands;
 - (b) an undertaking, work or physical activity off Sioux Valley Dakota Nation Lands is subject to the *Canadian Environmental Assessment Act, 2012* and may reasonably be expected to have significant harmful environmental effects on Sioux Valley Dakota Nation Lands; or
 - (c) an undertaking, work or physical activity off Sioux Valley Dakota Nation Lands is subject to licensing under *The Environment Act* and may reasonably be expected to have significant harmful environmental effects on Sioux Valley Dakota Nation Lands.
- (2) Sioux Valley Dakota Nation, Canada and Manitoba acknowledge that:
 - (a) the environmental assessment process should avoid unnecessary overlap and duplication; and
 - (b) if an undertaking, work or physical activity is subject to more than one environmental assessment process, efforts should be made to harmonize the processes with the aim of requiring one process only.

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Culture, Recreation and Sport

17.0 Culture, recreation and sport

17.01 Laws about cultural matters

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to Dakota cultural matters.
- (2) Laws made under (1) may include laws about:
 - (a) language;
 - (b) history and traditions;
 - (c) arts and crafts;
 - (d) historic and sacred sites; and
 - (e) historic and sacred objects.
- (3) Subject to (4), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with the *Official Languages Act* as it relates to services provided on Sioux Valley Dakota Nation Lands by a “federal institution” as defined in that Act, then the *Official Languages Act* prevails to the extent of the inconsistency.

17.02 Laws about recreation and sporting activities

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to recreation and sporting activities.
- (2) Laws made under (1) may include laws about:
 - (a) games, sports, races, athletic contests and other amusements; and
 - (b) entities, structures or mechanisms to administer or deliver recreation and sporting activities.

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- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

Social Matters and Health

18.0 Education

18.01 Laws about education

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to education.
- (2) Laws made under (1) may include laws about:
- (a) pre-school education;
 - (b) elementary and secondary education;
 - (c) technical and vocational education and training;
 - (d) post-secondary education;
 - (e) education about Dakota culture and language;
 - (f) curriculum in respect of the types of educational programs described in (a) to (e);
 - (g) entities, structures or mechanisms, for delivering education services; and
 - (h) accrediting individuals to teach:
 - (i) Dakota culture and language; and
 - (ii) subject to (3), other subjects.
- (3) A Sioux Valley Dakota Nation Law made under (1) that provides for standards of pre-school, elementary or secondary education, including standards for the accreditation of teachers, will provide for standards that are at least equal to any comparable standards under provincial laws.

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- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

19.0 Health

19.01 Laws about health

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) the promotion of public health; and
 - (b) the provision of health services.
- (2) Laws made under (1) may include laws regulating the practice and the practitioners of traditional medicine.
- (3) A Sioux Valley Dakota Law made under (1) will be consistent with the principles and program criteria set out in the *Canada Health Act*.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law about:
 - (a) the organizational structures of health care facilities established by Sioux Valley Dakota Nation; or
 - (b) the practice, or the practitioners, of traditional medicine on Sioux Valley Dakota Nation Lands,then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (5) Subject to (4), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law then the federal or provincial law prevails to the extent of the inconsistency.

SIoux VALLEY DAKOTA NATION
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20.0 Child and family matters

20.01 Laws about the care, protection and guardianship of children in need of protection

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) the care, protection and guardianship of children in need of protection who are habitually resident on Sioux Valley Dakota Nation Lands;
 - (b) the care and protection of children in need of protection who are present, but who are not habitually resident, on Sioux Valley Dakota Nation Lands and who are at immediate risk of harm; and
 - (c) programs and services of Sioux Valley Dakota Nation for the care of children in need of protection.
- (2) A law made under (1) will provide for an entity that is responsible for administering, and providing for the delivery of, programs and services for the care of children in need of protection.
- (3) A law made under (1) will provide for standards for the care and protection of children that are at least equal to any comparable standards under provincial laws.
- (4) A law made under (1)(a) or (b) will provide that:
 - (a) the safety and best interests of a child who is affected by the law are the paramount considerations; and
 - (b) where a child on Sioux Valley Dakota Nation Lands is in need of protection, appropriate steps will be taken to protect that child.
- (5) A law made under (1)(b):
 - (a) will provide that the entity referred to in (2) will take appropriate steps to protect a child who is at immediate risk of harm; and
 - (b) will provide for the transfer of that child to the appropriate authority responsible for child protection in the political jurisdiction where the child habitually resides.

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- (6) Despite (1), Sioux Valley Dakota Nation may only exercise Jurisdiction under (1)(a) or (b) where an agreement has been concluded in accordance with 20.14 [*Agreements relating to child and family matters*] and then will exercise the Jurisdiction in the manner contemplated by that agreement.
- (7) If a Sioux Valley Dakota Nation Law made under (1)(c) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (8) If a Sioux Valley Dakota Nation Law made under (1)(a) or (b) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

20.02 Laws about the care and protection of adults

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to programs and services of Sioux Valley Dakota Nation for the care and protection of adults who require assistance because of disability, dependency, vulnerability or inability to manage their own affairs.
- (2) Laws made under (1) may include laws about standards or eligibility criteria in relation to these programs and services.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

20.03 Laws about adoption

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to adoption of children under the age of 18 years who are Sioux Valley Dakota Nation citizens and who habitually reside on Sioux Valley Dakota Nation Lands.
- (2) Sioux Valley Dakota Nation has Jurisdiction in relation to adoption of adults who are Sioux Valley Dakota Nation citizens and who habitually reside on Sioux Valley Dakota Nation Lands.
- (3) Laws made under (1) or (2) may provide for greater restrictions on adoptions than the requirements under provincial laws, but may not be less restrictive.

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- (4) A law made under (1) or (2) may not affect any adoption made before that the law came into effect.
- (5) A law made under (1) or (2) will provide that a certified copy of every order of adoption made under that law will be provided to the Director of Vital Statistics of Manitoba to enable:
 - (a) the adoption to be registered under *The Vital Statistics Act*;
 - (b) any Manitoba birth registration to be amended; and
 - (c) where the adopted person was born in another political jurisdiction, particulars to be sent to the officer responsible for the maintenance of birth registrations in that other political jurisdiction.
- (6) Adoptions made in accordance with a Sioux Valley Dakota Nation Law made under (1) or (2) will be recognized by Canada and Manitoba.
- (7) Despite (6), as is also the case with adoptions under provincial law, the recognition by other political jurisdictions of adoptions under Sioux Valley Dakota Nation Law will depend on the laws of the other political jurisdiction.
- (8) A law made under (1) or (2) will provide for the recognition by Sioux Valley Dakota Nation of adoptions made in accordance with the laws of Manitoba, regardless of whether or not the adoption is of a Sioux Valley Dakota Nation Dakota citizen.
- (9) A law made under (1) or (2) will provide for the recognition by Sioux Valley Dakota Nation of adoptions made in accordance with laws of political jurisdictions other than Sioux Valley Dakota Nation or Manitoba in accordance with generally accepted principles respecting the recognition of adoptions, regardless of whether or not the adoption is of a Sioux Valley Dakota Nation Dakota citizen.
- (10) If a Sioux Valley Dakota Nation Law made under (1) or (2) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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20.04 Laws about solemnization of marriage

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the solemnization of marriage.
- (2) A law made under (1) may provide for the same or greater restrictions with respect to the solemnization of the marriage of a person under the age of majority than the requirements under provincial law, but may not be less restrictive.
- (3) A law made under (1) will provide that the person who solemnizes a marriage will provide information to the Director of Vital Statistics to enable the marriage to be registered under *The Vital Statistics Act*.
- (4) Marriages solemnized in accordance with a Sioux Valley Dakota Nation Law made under (1) will be recognized by Canada and Manitoba.
- (5) Despite (4), as is the case with marriages solemnized in Manitoba, the recognition by other political jurisdictions of marriages under Sioux Valley Dakota Nation Law will depend on the laws of the other political jurisdiction.
- (6) A law made under (1) will provide for the recognition by Sioux Valley Dakota Nation of marriages solemnized in accordance with the laws of Manitoba, regardless of whether or not one or both persons are Sioux Valley Dakota Nation citizens.
- (7) A law made under (1) will provide for the recognition by Sioux Valley Dakota Nation of marriages solemnized in accordance with the laws of political jurisdictions other than Manitoba or Sioux Valley Dakota Nation in accordance with generally accepted principles respecting recognition of marriage, regardless of whether or not one or both persons are Sioux Valley Dakota Nation citizens.
- (8) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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20.05 Laws about capacity to marry

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the legal capacity to marry with regard to prohibiting marriages between persons related by consanguinity, affinity, clan membership or adoption.
- (2) A law made under (1) may provide for the same or greater restrictions with respect to the legal capacity to marry than the requirements under federal law or the common law, but may not be less restrictive.
- (3) Section 4 of the *Marriage (Prohibited Degrees) Act* does not apply to affect any restrictions on marriage provided for under a Sioux Valley Dakota Nation Law made under (1).
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal law, then the federal law prevails to the extent of the inconsistency.

20.06 Laws about common-law relationships

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to recognition of common-law relationships for the purposes of Sioux Valley Dakota Nation Law.
- (2) A law made under (1) may not affect the rights of those persons who have acquired rights relating to their common-law relationship status under applicable federal or provincial laws at the time the Sioux Valley Dakota Nation Law comes into effect.
- (3) Any application commenced under a federal or provincial law before a Sioux Valley Dakota Nation Law made under (1) comes into effect may be continued under the federal or provincial law, despite the coming into effect of the Sioux Valley Dakota Nation Law.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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20.07 Laws about family real property situated on Sioux Valley Dakota Nation Lands

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) sharing and division of rights and interests that families may have in land on Sioux Valley Dakota Nation Lands; and
 - (b) possession of family homes on Sioux Valley Dakota Nation Lands.
- (2) Sioux Valley Dakota Nation will make a law under (1) that comes into effect on the same date as the Initial Sioux Valley Dakota Nation Land Law comes into effect.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

20.08 Laws about family personal property

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the sharing and division of the personal property of spouses, and common law partners, habitually resident on Sioux Valley Dakota Nation Lands where the spouses or common law partners agree in writing that Sioux Valley Dakota Nation Law will apply to the sharing and division of all their personal property.
- (2) Despite (1), Sioux Valley Dakota Nation may only exercise Jurisdiction under (1) where an agreement has been concluded in accordance with 20.14 [*Agreements relating to child and family matters*] and then will exercise the Jurisdiction in the manner contemplated by that agreement.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

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20.09 Laws about conciliation, mediation and counselling

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to recognizing or establishing entities, mechanisms or structures to provide conciliation, mediation and counselling services for the family and domestic affairs of:
 - (a) Sioux Valley Dakota Nation citizens; and
 - (b) persons who are not Sioux Valley Dakota Nation citizens but who are habitually resident on Sioux Valley Dakota Nation Landswho agree to use those services.
- (2) Laws made under (1) may include laws about standards in relation to:
 - (a) the certification of conciliators, mediators and counsellors;
 - (b) the provision of conciliation, mediation and counselling services; and
 - (c) the types of matters in respect of which services might be provided, including matters relating to custody of and access to children.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

20.10 Laws about programs and services to assist families

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to programs and services of Sioux Valley Dakota Nation to assist families in addressing matters relating to:
 - (a) private guardianship;
 - (b) custody of, and access to, children;
 - (c) support of children; and
 - (d) support of spouses and common law partners.
- (2) Laws made under (1) may include laws about standards or eligibility criteria in relation to these programs and services.

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- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

20.11 Laws about traditional methods, values and practices concerning child and family matters

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the development of a code or set of principles concerning traditional methods, values and practices about child and family matters.
- (2) This code or set of principles may be used to assist the parties, mediators or courts involved in child and family matters in resolving disputes.
- (3) A code or set of principles made under a Sioux Valley Dakota Nation Law made under (1) may be considered by those parties, mediators or courts, but will not affect the application of any other Sioux Valley Dakota Nation Law or any applicable federal or provincial law.

20.12 Rights, protections and responsibilities

- (1) Sioux Valley Dakota Nation Laws made under this Article will provide for rights and protections that at least equal the rights and protections of similarly-situated persons under applicable federal or provincial laws.
- (2) Sioux Valley Dakota Nation Laws made under this Article will provide for responsibilities similar to responsibilities under comparable federal or provincial laws.

20.13 Registries under Sioux Valley Dakota Nation Law relating to child and family matters

If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Article, that Jurisdiction includes the power and authority to make laws providing for registries for records of decisions made under those laws.

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20.14 Agreements relating to child and family matters

Sioux Valley Dakota Nation, Canada and Manitoba recognize that arrangements among them may be beneficial to enable Sioux Valley Dakota Nation to practically and effectively exercise the Jurisdiction provided for in this Article and accordingly Sioux Valley Dakota Nation and Canada and Manitoba, or Sioux Valley Dakota Nation and Canada or Manitoba, may enter into agreements relating to:

- (a) harmonization of Sioux Valley Dakota Nation Laws and federal and provincial laws;
- (b) application of Sioux Valley Dakota Nation Laws to individuals who are not on Sioux Valley Dakota Nation Lands;
- (c) mechanisms to allow for reciprocal recognition and enforcement of orders;
- (d) the obligations of Canada and Manitoba under arrangements with other political jurisdictions in relation to matters addressed by this Article;
- (e) furthering the shared goals of Sioux Valley Dakota Nation, Canada and Manitoba of promoting efficiency and effectiveness in providing programs and services to Sioux Valley Dakota Nation citizens by assisting Sioux Valley Dakota Nation in implementing a decision to delegate some governmental functions to an aggregate of First Nations or to some other government, body or institution;
- (f) programs and services in relation to the matters addressed by this Article, including the provision for the involvement of Sioux Valley Dakota Nation in matters relating to the protection of adults;
- (g) principles to determine which court or tribunal will have jurisdiction to hear and determine the matters addressed by this Article;
- (h) principles that will apply under Sioux Valley Dakota Nation Laws made under this Article; and
- (i) other things to enable Sioux Valley Dakota Nation to practically and effectively exercise the Jurisdiction provided for in this Article.

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21.0 Social development

21.01 Laws about social development and support services

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to social development and support services.
- (2) Laws made under (1) may include laws about:
 - (a) income support and welfare; and
 - (b) entities, structures or mechanisms to administer or deliver social development and support services.
- (3) Subject to (4), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (4) If Sioux Valley Dakota Nation Law made under (1) is inconsistent with a federal law about the provision of income support programs and services established for the benefit of the general public, then the federal law prevails to the extent of the inconsistency.

***Administration of the Property
of Sioux Valley Dakota Nation Citizens***

22.0 Administration of estates and related matters

22.01 Laws about presumption of death

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to presumptions concerning the death of Sioux Valley Dakota Nation citizens who have disappeared, but who, at the time they disappeared, ordinarily resided on Sioux Valley Dakota Nation Lands.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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22.02 Laws about the administration of estates of deceased Sioux Valley Dakota Nation citizens

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the administration of estates of Sioux Valley Dakota Nation citizens who, at the time of their death, ordinarily resided on Sioux Valley Dakota Nation Lands.
- (2) Laws made under (1) may include laws about:
 - (a) the form and validity of wills;
 - (b) the probate of wills;
 - (c) the distribution of property of Sioux Valley Dakota Nation citizens who died without a will; and
 - (d) the provision out of an estate for the maintenance and support of individuals who were dependent upon deceased Sioux Valley Dakota Nation citizen at the time of death.
- (3) A Sioux Valley Dakota Nation Law made under (1) does not apply if the deceased died before the Sioux Valley Dakota Nation Law comes into effect.
- (4) A Sioux Valley Dakota Nation Law made under (1) does not apply to property which Canada holds, or which an employee or agent of Canada holds, on behalf of a deceased Sioux Valley Dakota Nation citizen.
- (5) A will that is valid in accordance with a Sioux Valley Dakota Nation Law made under (1) is valid under federal and provincial laws.
- (6) Despite (5), as is the case with wills validated in Manitoba, the recognition by other political jurisdictions of wills validated under Sioux Valley Dakota Nation Law will depend on the laws of the other political jurisdiction.
- (7) A Sioux Valley Dakota Nation Law made under (1) will provide that a will that is valid in accordance with a federal or provincial law is valid under Sioux Valley Dakota Nation Laws.
- (8) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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22.03 Laws about the administration of the property of Persons without Legal Capacity

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the administration of the property of Persons without Legal Capacity.
- (2) A Sioux Valley Dakota Nation Law made under (1) does not apply to the administration of the property of Persons without Legal Capacity for whom a committee or substitute decision maker was lawfully appointed before that law came into effect, unless the committee or substitute decision maker consents in writing.
- (3) A Sioux Valley Dakota Nation Law made under (1) does not apply to property which Canada holds, or which an employee or agent of Canada holds, on behalf of a Person without Legal Capacity unless that property is transferred to, and is then administered by, a Sioux Valley Dakota Nation citizen or other person.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

22.04 Laws about determining competence for certain purposes

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to determining whether Sioux Valley Dakota Nation citizens who ordinarily reside on Sioux Valley Dakota Nation Lands are mentally incompetent, or are incapable of managing their own affairs, for the purposes of a Sioux Valley Dakota Nation Law made under 22.03(1) [*Laws about the administration of the property of Persons without Legal Capacity*].
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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Economic Matters

23.0 Economic subject matters

23.01 Laws about businesses, business activities and persons engaged in business

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) establishing forms of business organization to carry out business activities on Sioux Valley Dakota Nation Lands, including forms of business organization that reflect traditional methods, values and practices of Sioux Valley Dakota Nation;
 - (b) subject to (2), restricting business activities on Sioux Valley Dakota Nation Lands including providing for licences, permits, approvals and inspections;
 - (c) the terms and conditions of licences, permits or approvals; and
 - (d) the duration of licences, permits or approvals and the suspension or cancellation of licences, permits or approvals.
- (2) A Sioux Valley Dakota Nation Law made under (1) may not have the effect of preventing any business or person engaged in business that may lawfully carry out business activities in the Province of Manitoba in accordance with a federal or provincial law from carrying out business activities on Sioux Valley Dakota Nation Lands, if that business or person engaged in business complies with any licensing, permitting or approval requirements under Sioux Valley Dakota Nation Laws.
- (3) Subject to (4), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation law prevails to the extent of the inconsistency.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal law dealing with competition, then the federal law prevails to the extent of the inconsistency.

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23.02 Laws about security interests in personal property

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to security interests in personal property on Sioux Valley Dakota Nation Lands that belongs to:
 - (a) Sioux Valley Dakota Nation;
 - (b) Sioux Valley Dakota Nation citizens; or
 - (c) persons on Sioux Valley Dakota Nation Lands who are not Sioux Valley Dakota Nation citizens but who are registered as “Indians” within the meaning of the *Indian Act*.
- (2) Laws made under (1) may include laws about:
 - (a) the types of personal property in respect of which a security interest may be given;
 - (b) the types of security interests that may be given;
 - (c) the requirements of a valid security agreement;
 - (d) subject to (3), priorities between security interests in the same personal property;
 - (e) the rights of secured parties on default; and
 - (f) the establishment of a registry for security interests.
- (3) A security interest which exists as of the date this Agreement comes into effect in personal property on Sioux Valley Dakota Nation Lands that belongs to Sioux Valley Dakota Nation or a person to whom a Sioux Valley Dakota Nation Law made under (1) applies continues in accordance with its terms.
- (4) Subject to (3), a security interest of the type described in that Subsection will be subject to Sioux Valley Dakota Nation Laws.

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- (5) A law made under (1) will provide for a manner of determining priorities between two or more security interests in the same personal property to which that law applies provided that:
 - (a) priorities between security interests created before that law came into effect will be resolved in accordance with the laws governing priorities, or any agreement between the parties to those security interests, in effect immediately before that law came into effect; and
 - (b) a security interest in personal property to which that law applies created before that law came into effect will have priority over a security interest in the same property created after that law came into effect unless the holder of the prior security interest agrees otherwise.
- (6) Laws made under (1) may not conflict with the common law (as modified by federal or provincial statutory laws) as it applies to business and commercial matters.
- (7) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

24.0 Direct taxation and fees and charges

24.01 Matters relating to taxation

Matters relating to taxation are provided for in Part 11 [*Taxation Matters*].

24.02 Laws respecting fees and charges

If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject matter provided for in this Agreement, that Jurisdiction includes the power and authority to make laws in that subject area providing for:

- (a) user fees;
- (b) service charges; and
- (c) charges relating to the use and ownership of Sioux Valley Dakota Nation Assets other than taxes.

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25.0 Sioux Valley Dakota Nation Assets

25.01 Laws about Sioux Valley Dakota Nation Assets

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to administering, managing and disposing of Sioux Valley Dakota Nation Assets on Sioux Valley Dakota Nation Lands.
- (2) Sioux Valley Dakota Nation has Jurisdiction in relation to its internal procedures for:
 - (a) acquiring property, including land, intended to become a Sioux Valley Dakota Nation Asset; and
 - (b) administering, managing and disposing of Sioux Valley Dakota Nation Assets.
- (3) If a Sioux Valley Dakota Nation Law made under (1) or (2) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

25.02 Transfer of Sioux Valley Dakota Nation Trust Moneys

- (1) On the date this Agreement comes into effect, Canada will transfer to Sioux Valley Dakota Nation all Sioux Valley Dakota Nation Trust Moneys.
- (2) Following that transfer, Canada will have no further obligation or responsibility for the use, management or administration of those moneys.
- (3) If Canada collects or receives any further moneys for the use and benefit of Sioux Valley Dakota Nation after the date this Agreement comes into effect, Canada will transfer those moneys to Sioux Valley Dakota Nation.
- (4) Following that transfer, Canada will have no further obligation or responsibility for the use, management or administration of those moneys.

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Transportation and Infrastructure

26.0 Traffic and transportation

26.01 Laws about regulation of traffic

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the regulation of traffic.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

26.02 Laws about local public transportation systems

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to local public transportation systems operating entirely within Sioux Valley Dakota Nation Lands.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

27.0 Public and private works and community infrastructure

27.01 Laws about works and infrastructure

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to public and private works and community infrastructure.
- (2) Laws made under (1) may include laws about:
 - (a) housing;
 - (b) construction, repair and use of buildings;
 - (c) water supply;

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- (d) infrastructure, including:
 - (i) the opening or closing of roads; and
 - (ii) the construction and maintenance of roads, bridges, underpasses and drains;
 - (e) supply and distribution of energy, including electricity;
 - (f) waste and sewage disposal and recycling;
 - (g) fire protection and prevention services; and
 - (h) control of domestic animals.
- (3) For the purposes of (2)(d):
- (a) “roads” include road allowances, streets, lanes or sidewalks; and
 - (b) “drains” include culverts, drainage ditches, drains or dykes.
- (4) A Sioux Valley Dakota Nation Law made under (1) will provide for standards that at least equal to any comparable standards provided for under any federal or provincial laws.
- (5) Subject to (6), if a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.
- (6) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with:
- (a) any applicable federal or provincial law about agriculture, then the federal or provincial law prevails to the extent of the inconsistency;
 - (b) any applicable federal law about environmental protection, then the federal law prevails to the extent of the inconsistency;

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- (c) any applicable federal law about the assessment of the environmental effects of an undertaking, work or physical activity, then the federal law prevails to the extent of the inconsistency;
- (d) the *National Energy Board Act*, then the *National Energy Board Act* prevails to the extent of the inconsistency; or
- (e) any applicable federal or provincial law about transportation, then the federal or provincial law prevails to the extent of the inconsistency.

Justice

28.0 Justice matters

28.01 Matters relating to justice

Justice matters are dealt with in Part 9 [*Justice Matters*].

Public Safety and Order

29.0 Public safety and order

29.01 Laws about intoxicants

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to prohibiting the sale, exchange, possession or consumption of intoxicants.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

29.02 Laws about disorderly conduct and public nuisances

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) preventing disorderly conduct;
 - (b) controlling or prohibiting public nuisances; and
 - (c) imposing and enforcing curfews.

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- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

29.03 Laws about public safety and order

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to public safety and order.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

29.04 Laws about firearms

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the use of firearms.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

Other Subject Matters

30.0 Jurisdiction not included in this Agreement

30.01 Matters in relation to which Jurisdiction is not provided for

- (1) Despite any other provision in this Agreement, the Jurisdiction of Sioux Valley Dakota Nation provided for in this Agreement does not include the power and authority to make laws in relation to:
 - (a) “the criminal law... including the procedure in criminal matters” within the meaning of subsection 91(27) of the *Constitution Act, 1867*;
 - (b) subject to 18.01(2)(h)(ii) [*Laws about education*], the regulation of the practice or trade of persons who need to be licensed or certified under federal or provincial law;
 - (c) subject to 29.01(1) [*Laws about intoxicants*], the regulation of products or substances that are regulated under federal or provincial laws, including matters dealt with in the *Firearms Act*;

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- (d) banking, insurance, bankruptcy and insolvency;
 - (e) matters dealt with in *The Securities Act*;
 - (f) occupational health and safety, labour relations and working conditions;
 - (g) federal works, undertakings or businesses (including public works or property under the control of a minister, board or agency of Canada, or of any corporation acting on behalf of a minister, board or agency) or the operation of federal works, undertakings or businesses or matters relating to transportation in relation to which Canada has jurisdiction; or
 - (h) any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs or plant breeders' rights.
- (2) Subsection (1) does not mean that Sioux Valley Dakota Nation has the power and authority to make laws in relation to a subject matter other than a subject matter in relation to which Jurisdiction is provided for in this Part or in the other Parts referred to in this Part.

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PART 6:
RELATIONSHIP OF LAWS

31.0 Application of federal and provincial laws

31.01 Application of federal and provincial laws on Sioux Valley Dakota Nation Lands

- (1) Federal laws and applicable provincial laws apply to:
 - (a) Sioux Valley Dakota Nation;
 - (b) Sioux Valley Dakota Nation citizens who are on Sioux Valley Dakota Nation Lands;
 - (c) individuals who are not Sioux Valley Dakota Nation citizens but who are on Sioux Valley Dakota Nation Lands; and
 - (d) corporations, partnerships, persons who are parties to joint ventures or other entities, to the extent to which they do business on, or are otherwise present on, Sioux Valley Dakota Nation Lands.
- (2) Despite (1), certain federal laws will cease to apply in the circumstances described in 15.02(3) [*Laws about non-renewable resources*] and 34.01 [*Continued application of the Indian Act*].
- (3) Whether a provincial law is applicable under (1) will be determined by the law that applies to determine generally whether provincial laws apply on “reserves” as defined in the *Indian Act*.

32.0 Inconsistent Laws

32.01 Determining whether laws inconsistent

Whether there is an inconsistency between a Sioux Valley Dakota Nation Law and a federal or provincial law will be determined by applying the principles of law that determine whether there is an inconsistency or conflict between federal and provincial laws.

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32.02 Effect of laws being inconsistent

- (1) If a Sioux Valley Dakota Nation Law and a federal or provincial law are inconsistent, this Agreement sets out which law prevails to the extent of the inconsistency.
- (2) If a Sioux Valley Dakota Nation Law and a federal or provincial law are inconsistent, the effect of the inconsistency will be determined by applying the principles of constitutional law that determine the effect of an inconsistency or conflict between federal and provincial laws.

32.03 Federal laws enacted for peace, order and good government, and for protecting human rights

Despite any other provision of this Agreement, if a Sioux Valley Dakota Nation Law is inconsistent with:

- (a) a federal law enacted for the peace, order and good government of Canada; or
- (b) any applicable federal law relating to the protection of human rights of all Canadians,

then the federal law prevails to the extent of the inconsistency.

33.0 Sioux Valley Dakota Nation Laws with incidental impacts or multiple aspects

33.01 Sioux Valley Dakota Nation Laws relating to subject areas not provided for in this Agreement

- (1) A Sioux Valley Dakota Nation Law is not invalid merely because it has an incidental impact on a subject area which this Agreement does not provide that Sioux Valley Dakota Nation has Jurisdiction.
- (2) A Sioux Valley Dakota Nation Law is not invalid merely because it is in relation to a subject area which this Agreement does not provide that Sioux Valley Dakota Nation has Jurisdiction, provided that it is also in relation to a subject area which this Agreement does provide that Sioux Valley Dakota Nation has Jurisdiction.

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33.02 Inconsistencies where a Sioux Valley Dakota Nation Law has incidental impact

- (1) This Section applies if a Sioux Valley Dakota Nation Law in relation to one subject area has an incidental impact on another subject area (“the incidental subject area”), resulting in an inconsistency with any applicable federal or provincial law.
- (2) If this Agreement does not provide that Sioux Valley Dakota Nation has Jurisdiction in relation to the incidental subject area, then the federal or provincial law prevails to the extent of the inconsistency.
- (3) If this Agreement provides that Sioux Valley Dakota Nation has Jurisdiction in relation to the incidental subject area, then the inconsistency will be resolved in the same manner in which Part 5 [*Sioux Valley Dakota Nation Jurisdiction*], or, if applicable, in which another Part referred to in that Part, provides that inconsistencies between Sioux Valley Dakota Nation Laws and federal or provincial laws in relation to the incidental subject area are to be resolved.

33.03 Inconsistencies where Sioux Valley Dakota Nation Law relates to more than one subject area

- (1) If:
 - (a) a Sioux Valley Dakota Nation Law is in relation to two or more subject areas which this Agreement provides that Sioux Valley Dakota Nation has Jurisdiction;
 - (b) in respect of at least one of those subject areas, inconsistencies between Sioux Valley Dakota Nation Laws and applicable federal or provincial laws are to be resolved by the federal or provincial laws prevailing to the extent of the inconsistency; and
 - (c) there is an inconsistency between the Sioux Valley Dakota Nation Law and any applicable federal or provincial law,

then the federal or provincial law prevails to the extent of the inconsistency.

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- (2) If:
- (a) a Sioux Valley Dakota Nation Law is in relation to two or more subject areas;
 - (b) this Agreement provides that Sioux Valley Dakota Nation has Jurisdiction in only one of those subject areas; and
 - (c) there is an inconsistency between the Sioux Valley Dakota Nation Law and any applicable federal or provincial law,

then the federal or provincial law prevails to the extent of the inconsistency.

33.04 Sioux Valley Dakota Nation Laws with multiple aspects

Subject to 33.03(1) [*Inconsistencies where Sioux Valley Dakota Nation Law relates to more than one subject area*], if a Sioux Valley Dakota Nation Law is in relation to two or more subject areas in respect to which this Agreement provides that Sioux Valley Dakota Nation has Jurisdiction, for the purpose of determining the provisions of Part 5 [*Sioux Valley Dakota Nation Jurisdiction*], or, if applicable, another Part referred to in that Part, that apply to that law, the Sioux Valley Dakota Nation Law is to be regarded as being in relation to the subject area that most accurately describes the content of that law.

34.0 Relationship of Sioux Valley Dakota Nation Laws and the *Indian Act*

34.01 Continued application of the *Indian Act*

- (1) Subject to (2) through (5), the *Indian Act* continues to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and all persons found on Sioux Valley Dakota Nation Lands.
- (2) Upon this Agreement coming into effect, the sections, and regulations, of the *Indian Act* set out in Schedule “D” no longer apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation Trust Moneys and persons on Sioux Valley Dakota Nation Lands.
- (3) Upon a Sioux Valley Dakota Nation Law in relation to a subject area identified in Schedule “E” coming into effect, the sections, and regulations, of the *Indian Act* set out there will cease to apply to the extent described in that Schedule.

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- (4) If a Sioux Valley Dakota Nation Law, other than a law in relation to a subject area identified in Schedule “E”, is inconsistent with a section, or regulation, of the *Indian Act*, then the inconsistency will be resolved in the manner in which inconsistencies are to be resolved between a Sioux Valley Dakota Nation Law and a federal law in relation to the subject area that most accurately describes the content of the Sioux Valley Dakota Nation Law.
- (5) Following a request under a Sioux Valley Dakota Nation Law for, and upon completion by Canada of, a transfer described in Schedule “F”, the sections, and regulations, of the *Indian Act* set out there will cease to apply to the extent described in that Schedule.

34.02 Definitions for the purposes of the *Indian Act*

For the purposes of those sections, and regulations, of the *Indian Act* which continue to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons found on Sioux Valley Dakota Nation Lands:

- (a) Sioux Valley Dakota Nation is deemed to be a “Band”;
- (b) Sioux Valley Dakota Oyate Government is deemed to be a “council of the band”;
- (c) the register of Sioux Valley Dakota Nation citizens kept by Sioux Valley Dakota Nation in accordance with 12.02 [*Register of Sioux Valley Dakota citizens to be kept*] is deemed to be the “band list”; and
- (d) each Sioux Valley Dakota Nation citizen is deemed to be a “member of a band”.

34.03 Effect of the amendment or repeal of a Sioux Valley Dakota Nation Law

If, as a result of the coming into effect of a Sioux Valley Dakota Nation Law, a section, or regulation, of the *Indian Act* no longer applies to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons found on Sioux Valley Dakota Nation Lands, the amendment or repeal of that Sioux Valley Dakota Nation Law will not result in that section, or regulation, applying again.

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35.0 Registration, notice and status of Sioux Valley Dakota Nation Laws

35.01 Registry and notification of Sioux Valley Dakota Nation Laws

- (1) Sioux Valley Dakota Nation will maintain a public registry of all Sioux Valley Dakota Nation Laws, including the Sioux Valley Dakota Nation Constitution:
 - (a) in the English language; and
 - (b) in the Dakota language if Sioux Valley Dakota Nation considers it appropriate.
- (2) Sioux Valley Dakota Nation will give notice to Canada and Manitoba, and provide copies to them, of each Sioux Valley Dakota Nation Law as soon as possible after that law comes into effect.

35.02 Sioux Valley Dakota Nation Law not a bylaw or other federal law

- (1) Sioux Valley Dakota Nation Laws are not “bylaws” within the meaning of the *Indian Act*.
- (2) The Minister of Indian Affairs and Northern Development has no authority to approve or disallow Sioux Valley Dakota Nation Laws.
- (3) The *Statutory Instruments Act* does not apply to Sioux Valley Dakota Nation Laws.

35.03 Continuation of existing by-laws

All by-laws made by Sioux Valley Dakota Nation as a Band in effect on the date this Agreement comes into effect are deemed to be Sioux Valley Dakota Nation Laws until amended or repealed by a Sioux Valley Dakota Nation Law.

35.04 Judicial notice of Sioux Valley Dakota Nation Laws

Judicial notice may be taken of a Sioux Valley Dakota Nation Law if that law is registered in the public registry referred to in 35.01 [*Registry and notification of Sioux Valley Dakota Nation Laws*].

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36.0 International Legal Obligations

36.01 Relationship of Sioux Valley Dakota Nation Laws, and other exercises of power and authority by Sioux Valley Dakota Oyate Government, to Canada's International Legal Obligations

- (1) Canada may give notice to Sioux Valley Dakota Nation of any Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, that has caused, or will cause, Canada to be unable to perform an International Legal Obligation.
- (2) This notice will describe:
 - (a) the International Legal Obligation which Canada considers it is unable to perform as a result of the Sioux Valley Dakota Nation Law or other exercise of power or authority by Sioux Valley Dakota Oyate Government;
 - (b) the Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, that Canada considers has caused, or will cause, Canada to be unable to perform the International Legal Obligation; and
 - (c) any measures Canada proposes Sioux Valley Dakota Nation take to permit Canada to be able to perform the International Legal Obligation.
- (3) Within 90 days after the notice under (1) is given, Sioux Valley Dakota Nation will advise Canada whether it agrees or disagrees that a Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, has caused, or will cause, Canada to be unable to perform an International Legal Obligation.
- (4) If Sioux Valley Dakota Nation agrees that a Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, has caused, or will cause, Canada to be unable to perform an International Legal Obligation, Sioux Valley Dakota Nation will within a reasonable period of time after the notice under (1) is given, take the measures necessary to enable Canada to perform the International Legal Obligation.

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36.02 Consideration of Sioux Valley Dakota Nation Law, or other exercise of power or authority by the Sioux Valley Dakota Oyate Government, by an International Tribunal

- (1) If a Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, results in an International Tribunal considering the performance by Canada of an International Legal Obligation:
 - (a) Canada will involve Sioux Valley Dakota Nation in developing its position before the International Tribunal; and
 - (b) the position of Canada will take into account the provisions of this Agreement.
- (2) If an International Tribunal concludes that Canada has not performed an International Legal Obligation as a result of a Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, Canada may give notice to Sioux Valley Dakota Nation.
- (3) This notice will:
 - (a) identify the Sioux Valley Dakota Nation Law, or other exercise of power or authority by Sioux Valley Dakota Oyate Government, that the International Tribunal has concluded has caused Canada to be unable to perform an International Legal Obligation;
 - (b) attach a copy of any written decision and reasons of the International Tribunal; and
 - (c) describe any measures Canada proposes Sioux Valley Dakota Nation take to permit Canada to be able to perform the International Legal Obligation.
- (4) If Canada has given notice to Sioux Valley Dakota Nation under (2), Sioux Valley Dakota Nation will, within a reasonable period of time after the notice is given, take the measures necessary to enable Canada to perform the International Legal Obligation.

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- (5) A decision of an International Tribunal regarding the performance of an International Legal Obligation by Canada prevails over:
 - (a) an arbitral award (or a decision of the Queen's Bench substituted in place of that award) made in the process of the resolution of a dispute to which 70.0 [*Resolution of Disputes generally*] applies; or
 - (b) a decision of a court made in the process of the resolution of a dispute to which 72.0 *Resolution of disputes regarding the application or validity of laws*] applies.

36.03 New International Legal Obligations

- (1) Before consenting to be bound by an International Treaty which would give rise to a new International Legal Obligation arising after the date this Agreement comes into effect that would adversely affect the ability of Sioux Valley Dakota Nation to make laws in relation to a subject area provided for in this Agreement, Canada will give notice to Sioux Valley Dakota Nation and provide an opportunity for Sioux Valley Dakota Nation to make its views known with respect to that new International Legal Obligation.
- (2) This opportunity will be provided to Sioux Valley Dakota Nation either individually or through the opportunity to participate in a forum involving multiple participants.
- (3) If Sioux Valley Dakota Nation believes that Canada has failed to give notice to it under (1), Sioux Valley may refer the matter of whether Canada should have given the notice to dispute resolution under 70.0 [*Resolution of disputes generally*].

36.04 Relationship between Sioux Valley Dakota Nation Laws and International Legal Obligations respecting taxation

Sioux Valley Dakota Nation Laws, and any other exercise of power and authority by Sioux Valley Dakota Oyate Government, are subject to, and will conform with, International Legal Obligations respecting taxation and 36.01 to 36.03 do not apply in relation to International Legal Obligations respecting taxation.

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PART 7:
DELEGATION OF GOVERNMENT FUNCTIONS

37.0 Delegation of some government functions

37.01 Delegation of some government functions to achieve shared goals

- (1) Sioux Valley Dakota Nation, Canada and Manitoba share the goals of promoting:
 - (a) a stable and effective government-to-government relationship between them; and
 - (b) efficiency and effectiveness in providing programs and services to Sioux Valley Dakota Nation citizens.
- (2) Sioux Valley Dakota Nation, Canada and Manitoba will each use their best efforts to achieve these shared goals.
- (3) To further these shared goals, some government functions of Sioux Valley Dakota Oyate Government may be carried out by:
 - (a) an aggregate of First Nations (such as a tribal, regional, provincial or national First Nation organization); or
 - (b) some other government, body, institution or person.
- (4) Without limiting (3), there may be certain subject areas in respect of which a delegation of Jurisdiction may be made by Sioux Valley Dakota Nation in accordance with 38.01 [*Delegation of Jurisdiction*] to achieve these shared goals.

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38.0 Carrying out of government functions other than by Sioux Valley Dakota Oyate Government

38.01 Delegation of Jurisdiction

- (1) Sioux Valley Dakota Nation may delegate Jurisdiction to:
 - (a) a body, institution or officer of Canada;
 - (b) a body, institution or officer of Manitoba;
 - (c) another First Nation government, provided that First Nation government has itself entered into an agreement with Canada which, among other things, provides for the power and authority of that First Nation government to exercise Jurisdiction in relation to the subject area in respect of which Sioux Valley Dakota Nation is making the delegation; or
 - (d) a body, board, commission or tribunal established under Sioux Valley Dakota Nation Law.
- (2) A delegation of Jurisdiction made by Sioux Valley Dakota Nation will be made by a Sioux Valley Dakota Nation Law.
- (3) If Sioux Valley Dakota Nation delegates Jurisdiction, that delegation is subject to the consent of the entity to which the delegation is being made.

38.02 Further delegation of Jurisdiction

- (1) A Sioux Valley Dakota Nation Law providing for the delegation of Jurisdiction may provide for the further delegation of Jurisdiction by the entity to which the delegation is being made.
- (2) In the case of a further delegation of Jurisdiction, 38.01 [*Delegation of Jurisdiction*] applies with necessary changes.

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38.03 Amendment or revocation of delegation of Jurisdiction

- (1) If Sioux Valley Dakota Nation has delegated Jurisdiction, that delegation may be amended or revoked by Sioux Valley Dakota Nation.
- (2) The amendment or revocation of a delegation of Jurisdiction will be made by a Sioux Valley Dakota Nation Law.

38.04 Delegation of government functions other than Jurisdiction

- (1) Sioux Valley Dakota Nation may delegate a government function other than Jurisdiction to any government, body, institution or person that Sioux Valley Dakota Nation considers appropriate.
- (2) A delegation of a government function other than Jurisdiction may be made by Sioux Valley Dakota Nation in any way that Sioux Valley Dakota Nation considers appropriate.
- (3) A delegation of a government function by Sioux Valley Dakota Nation other than Jurisdiction is subject to the consent of the government, body, institution or person to which, or to whom, the delegation is being made.
- (4) A delegation of a government function other than Jurisdiction by Sioux Valley Dakota Nation may provide for the further delegation of that government function by the government, body, institution or person to which, or to whom, the delegation is being made.
- (5) If Sioux Valley Dakota Nation has delegated a government function other than Jurisdiction, to another government, body, institution or person that delegation may be amended or revoked.
- (6) Sioux Valley Dakota Nation will give notice to Canada and Manitoba if Sioux Valley Dakota Nation Oyate Government delegates a government function other than Jurisdiction or amends or revokes that delegation.
- (7) Subsection (6) does not apply to the delegation of government function other than Jurisdiction to an entity, structure or mechanism, including a body, board, commission or tribunal, established by a Sioux Valley Dakota Nation Law.

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PART 8:
SIoux VALLEY DAKOTA NATION LANDS

39.0 Description of Sioux Valley Dakota Nation Lands and additions to Sioux Valley Dakota Nation Lands

39.01 Sioux Valley Dakota Nation Lands described

Sioux Valley Dakota Nation Lands are described in Schedule “G”.

39.02 Lands acquired and held by Sioux Valley Dakota Nation

Sioux Valley Dakota Nation may, at any time, acquire and hold land in its own name.

39.03 Identification of additional lands as Sioux Valley Dakota Nation Lands

- (1) If Sioux Valley Dakota Nation has acquired, or intends to acquire, a parcel of land within the boundaries of the Province of Manitoba and Sioux Valley Dakota Nation proposes that the parcel be identified as Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation, Canada and Manitoba will proceed under Schedule “H”.
- (2) A parcel of land will have been identified as Sioux Valley Dakota Lands when an amendment to Schedule “G” to include that parcel in the description of Sioux Valley Dakota Nation Lands has come into effect.

40.0 Title in Sioux Valley Dakota Nation Lands

40.01 Holding of title in Sioux Valley Dakota Nation Lands

- (1) Subject to (2), Canada will continue to hold title to Sioux Valley Dakota Nation Lands for the use and benefit of Sioux Valley Dakota Nation.
- (2) Sioux Valley Dakota Nation may request that Canada transfer title to Sioux Valley Dakota Nation Lands to it at any time after an Initial Sioux Valley Dakota Nation Land Law has come into effect.

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40.02 Process if Sioux Valley Dakota Nation requests title in Sioux Valley Dakota Nation Lands

- (1) A request by Sioux Valley Dakota Nation that Canada transfer title to Sioux Valley Dakota Nation Lands to it will be made by Sioux Valley Dakota Nation making a proposal to amend this Agreement.
- (2) A proposal made under (1) will include a proposal with respect to:
 - (a) those sections, and regulations, of the *Indian Act* that will cease to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons on Sioux Valley Dakota Nation Lands upon Canada completing the transfer of title to Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation; and
 - (b) whether Sioux Valley Dakota Nation Lands should be “lands reserved for the Indians” within the meaning of subsection 91(24) of the *Constitution Act, 1867* after Canada has transferred title to those lands to Sioux Valley Dakota Nation.
- (3) Canada is not required to transfer title to Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation until an amendment to this Agreement, as a result of a proposal made by Sioux Valley Dakota Nation under (1), is effective.

40.03 Sioux Valley Dakota Nation Lands intended to be “lands reserved for the Indians”

- (1) Subject to (2), Sioux Valley Dakota Nation, Canada and Manitoba intend that Sioux Valley Dakota Nation Lands will be “lands reserved for the Indians” within the meaning of subsection 91(24) of the *Constitution Act, 1867*.
- (2) An amendment to this Agreement as a result of a proposal by Sioux Valley Dakota Nation that Canada transfer title to Sioux Valley Dakota Nation Lands to it may provide that (1) will not apply following a transfer of title to those lands.

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41.0 Management of Sioux Valley Dakota Nation Lands

41.01 Laws about land management

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the management of Sioux Valley Dakota Nation Lands.
- (2) Laws under (1) may include laws about:
 - (a) the creation, and regulation, of Interests in Sioux Valley Dakota Nation Lands, including:
 - (i) rights of possession;
 - (ii) rights of use;
 - (iii) registration systems for Interests in Sioux Valley Dakota Nation Lands;
 - (iv) transfers of Interests in Sioux Valley Dakota Nation Lands;
 - (v) subject to 43.04 [*Expropriation of Interests in Sioux Valley Dakota Nation Lands*], expropriation of Interests in Sioux Valley Dakota Nation Lands; and
 - (vi) subject to 45.03 [*Security interests in Interests in Sioux Valley Dakota Nation Lands*], encumbrances of Interests in Sioux Valley Dakota Nation Lands;
 - (b) land use planning and zoning;
 - (c) subject to 43.01 [*Existing Interests in Sioux Valley Dakota Nation Lands*] and 46.0 [*Continued access for lawful purpose*], access to, and trespass upon, Sioux Valley Dakota Nation Lands; and
 - (d) nuisances.

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- (3) If, following a request by Sioux Valley Dakota Nation, Canada has transferred title to Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation, laws made under (1) may include laws about:
 - (a) granting of, or disposition of title to, parcels of Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation citizens; and
 - (b) disposition of title to parcels of Sioux Valley Dakota Nation Lands between Sioux Valley Dakota Nation citizens.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

41.02 Laws about surveys

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to surveys of the boundaries of Interests in Sioux Valley Dakota Nation Lands.
- (2) A Sioux Valley Dakota Nation Law made under (1) will:
 - (a) ensure the compatibility of surveys carried out under that Sioux Valley Dakota Nation Law and surveys carried out under any applicable federal and provincial laws;
 - (b) establish or identify a public registry for surveys of Sioux Valley Dakota Nation Lands;
 - (c) ensure the ongoing integrity of the survey fabric as it relates to Sioux Valley Dakota Nation Land; and
 - (d) provide for standards relating to surveys that are at least equal to any comparable standards provided for under the *Canada Lands Surveys Act*.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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42.0 Implementation issues around the exercise of Jurisdiction

42.01 Minimum requirements for Initial Sioux Valley Dakota Nation Land Law

The first time Sioux Valley Dakota Nation makes a law under 41.01(1) [*Laws about land management*] (“an Initial Sioux Valley Dakota Nation Land Law”), that law will make sufficient provision to deal with those matters dealt with in the sections and regulations of the *Indian Act* set out in that item in Schedule “E” dealing with Sioux Valley Dakota Nation Lands.

42.02 Authority of Canada to manage Sioux Valley Dakota Nation Lands ceases upon Initial Sioux Valley Dakota Nation Land Law coming into effect

- (1) Upon an Initial Sioux Valley Dakota Nation Land Law coming into effect, Canada will not have any authority with respect to, or responsibility for, the management of Sioux Valley Dakota Nation Lands, or Interests in Sioux Valley Dakota Nation Lands, except as provided for in 44.0 [*Sale of Sioux Valley Dakota Nation Lands*].
- (2) Upon an Initial Sioux Valley Dakota Nation Land Law coming into effect, Canada will take all actions necessary to transfer or assign to Sioux Valley Dakota Oyate Government all of the rights and responsibilities of Canada in any Interest in Sioux Valley Dakota Nation Lands in respect of which Canada was the grantor.
- (3) Upon an Initial Sioux Valley Dakota Nation Land Law coming into effect, Canada will be deemed to no longer be in control or occupation of Sioux Valley Dakota Nation Lands for the purposes of the *Crown Liability and Proceedings Act*.

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42.03 Registry for Interests in Sioux Valley Dakota Nation Lands

Until:

- (a) Sioux Valley Dakota Nation establishes a land registry; or
- (b) Sioux Valley Dakota Nation and Canada reach an agreement on an alternative registry system to the land registries maintained by Canada in accordance with the *Indian Act*,

Interests in Sioux Valley Dakota Nation Lands will be registered in a sub-registry of the land registries maintained by Canada in accordance with the *Indian Act*.

43.0 Interests in Sioux Valley Dakota Nation Lands

43.01 Existing Interests in Sioux Valley Dakota Nation Lands

- (1) An Interest in Sioux Valley Dakota Nation Lands which exists as of the date this Agreement comes into effect continues in accordance with its terms.
- (2) Subject to (1), an Interest in Sioux Valley Dakota Nation Lands which exists as of the date an Initial Sioux Valley Dakota Nation Land Law comes into effect will be subject to Sioux Valley Dakota Nation Laws.

43.02 Creation of New Interests in Sioux Valley Dakota Nation Lands

- (1) Before an Initial Sioux Valley Dakota Nation Land Law comes into effect, Canada may, with the consent of Sioux Valley Dakota Nation, create new Interests in Sioux Valley Dakota Nation Lands in accordance with the *Indian Act*.
- (2) After an Initial Sioux Valley Dakota Nation Land Law comes into effect, Sioux Valley Dakota Nation may create new Interests in Sioux Valley Dakota Nation Lands in accordance with a Sioux Valley Dakota Nation Law.

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43.03 Priorities among Interests in Sioux Valley Dakota Nation Lands

An Initial Sioux Valley Dakota Nation Land Law will provide for a manner of determining priorities between two or more Interests in the same parcel of Sioux Valley Dakota Nation Lands, provided that:

- (a) priorities between Interests created before that Initial Sioux Valley Dakota Nation Land Law came into effect will be resolved in accordance with the laws governing priorities, or any agreement between the parties to those Interests, in effect immediately before that law came into effect; and
- (b) an Interest created before that Initial Sioux Valley Dakota Nation Land Law came into effect will have priority over an Interest created after that law came into effect unless the holder of the prior Interest agrees otherwise.

43.04 Expropriation of Interests in Sioux Valley Dakota Nation Lands

- (1) Subject to (2), if a Sioux Valley Dakota Nation Law makes provision for the taking of Interests in Sioux Valley Dakota Nation Lands without the consent of the holders of those Interests, that law will provide for the payment of compensation by Sioux Valley Dakota Nation to the holder of any Interest that is taken without the consent of that holder based on:
 - (a) the market value of the Interest being taken;
 - (b) the damages attributable to disturbance by Sioux Valley Dakota Nation to the holder of that Interest;
 - (c) damages for any reduction in the value of the remaining interest to the holder of that Interest; and
 - (d) the value of the loss of any special economic advantage arising out of or incidental to the occupation or use of that parcel of Sioux Valley Dakota Nation Lands to which the Interest relates by the holder of that Interest to the extent that this value is not otherwise compensated in accordance with (a) to (c).
- (2) Sioux Valley Dakota Nation may not expropriate any Interest in Sioux Valley Dakota Nation Lands held by Canada, Manitoba, any utility (including any electric, telephone, oil or natural gas utility) or any railway.

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44.0 Sale of Sioux Valley Dakota Nation Lands

44.01 Interpretation

For the purposes of 44.02 to 44.07, references to the sale of a parcel of Sioux Valley Dakota Lands is intended to mean the sale of the fee simple title in that parcel.

44.02 General principle against sale

- (1) As a general principle, and as provided for in the Sioux Valley Dakota Nation Constitution, Sioux Valley Dakota Nation Lands should not be sold.
- (2) Despite this general principle, there may be circumstances where the sale of a parcel of Sioux Valley Dakota Nation Lands may be in the best interests of Sioux Valley Dakota Nation.

44.03 Sale to be in accordance with the *Indian Act* before an Initial Sioux Valley Dakota Nation Land Law comes into effect

- (1) Before an Initial Sioux Valley Dakota Nation Land Law comes into effect the “electors” of Sioux Valley Dakota Nation as defined in the *Indian Act* will determine whether the sale of a parcel of Sioux Valley Dakota Nation Lands is in the best interests of Sioux Valley Dakota Nation.
- (2) The “electors” of Sioux Valley Dakota Nation will have determined that the sale of a parcel of Sioux Valley Dakota Nation Lands is in the best interests of Sioux Valley Dakota Nation if a majority of the electors assent to an absolute surrender of those lands to Canada in accordance with section 39 of the *Indian Act*.
- (3) If a majority of the “electors” of Sioux Valley Dakota Nation have assented to the absolute surrender for sale of a parcel of Sioux Valley Dakota Nation Lands, that absolute surrender will give Canada all rights that are necessary to enable Canada to carry out the terms of that surrender.

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44.04 Sale to be in accordance with Sioux Valley Dakota Nation Constitution after Initial Sioux Valley Dakota Nation Land Law comes into effect

- (1) After an Initial Sioux Valley Dakota Nation Land Law has come into effect Sioux Valley Dakota Nation citizens will determine whether the sale of a parcel of Sioux Valley Dakota Nation Lands is in the best interests of Sioux Valley Dakota Nation in accordance with the process set out in the Sioux Valley Dakota Nation Constitution.
- (2) This process will provide that, in addition to any other requirements, before Sioux Valley Dakota Nation sells a parcel of Sioux Valley Dakota Nation Lands, a vote of all Sioux Valley Dakota Nation citizens over the age of 18 years will be held to determine whether the sale should be made and, of those voting on that question, a majority must vote in favour of making that sale.

44.05 Sale of Sioux Valley Dakota Nation Lands where Canada holds title

- (1) After an Initial Sioux Valley Dakota Nation Land Law has come into effect, but while Canada retains title to Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation may request that Canada sell a parcel of Sioux Valley Dakota Nation Lands.
- (2) At the time a request is made by Sioux Valley Dakota Nation under (1), Sioux Valley Dakota Nation will provide notice to Canada:
 - (a) setting out sufficient particulars of the proposed sale to permit Canada to carry out the request; and
 - (b) stating that Sioux Valley Dakota Nation citizens have determined that the sale of the parcel is in the best interests of Sioux Valley Dakota Nation in accordance with the process set out in the Sioux Valley Dakota Nation Constitution.
- (3) If these requirements are satisfied, Canada will proceed to sell the parcel of Sioux Valley Dakota Nation Lands on the terms set out in the notice.
- (4) Canada may rely on the notice without recourse by Sioux Valley Dakota Nation, any Sioux Valley Dakota Nation citizen or any third party.

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- (5) For the purposes of 44.04(2) [*Sale to be in accordance with Sioux Valley Dakota Nation Constitution after Initial Sioux Valley Dakota Nation Land Law comes into effect*], Sioux Valley Dakota Nation making a request that Canada sell a parcel of Sioux Valley Dakota Nation Lands constitutes Sioux Valley Dakota Nation taking action to sell a parcel of Sioux Valley Dakota Nation Lands.

44.06 Sale of Sioux Valley Dakota Lands where Sioux Valley Dakota Nation holds title

If, following a request by Sioux Valley Dakota Nation, Canada has transferred title in Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation may thereafter sell a parcel of Sioux Valley Dakota Nation Lands in accordance with the requirements set out in the Sioux Valley Dakota Nation Constitution.

44.07 Schedule “G” to be amended

If a parcel of Sioux Valley Dakota Nation Lands is sold, Sioux Valley Dakota Nation, Canada and Manitoba will amend Schedule “G” accordingly.

45.0 Security Interests in Sioux Valley Dakota Nation Lands or Interests

45.01 Application of this Article

This Article applies after an Initial Sioux Valley Dakota Nation Land Law comes into effect.

45.02 General prohibition

- (1) Sioux Valley Dakota Nation Lands may not be pledged, mortgaged or otherwise encumbered as security for a debt.
- (2) Sioux Valley Dakota Nation Lands are not subject to seizure under legal process.

45.03 Security interests in Interests in Sioux Valley Dakota Nation Lands

- (1) If a leasehold interest in Sioux Valley Dakota Nation Lands was pledged, mortgaged or otherwise encumbered as of the date an Initial Sioux Valley Dakota Nation Land Law came into effect, that leasehold interest will remain subject to seizure.

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- (2) Despite 45.02(2) [*General prohibition*], a Sioux Valley Dakota Nation Law made under 41.01(1) [*Laws about land management*] may provide that Interests in Sioux Valley Dakota Nation Lands may be pledged, mortgaged or otherwise encumbered as security for a debt.
- (3) A Sioux Valley Dakota Nation Law that provides that Interests in Sioux Valley Dakota Nation Lands may be pledged, mortgaged or otherwise encumbered as security for a debt will provide for a manner of determining priorities between two or more security interests in the same parcel of Sioux Valley Dakota Nation Lands, provided that:
 - (a) priorities between security interests created before that law came into effect will be resolved in accordance with the laws governing priorities, or any agreement between the parties to those security interests, in effect immediately before that law came into effect; and
 - (b) a security interest created before that law came into effect will have priority over a security interest created after that law came into effect unless the holder of the prior security interest agrees otherwise.

46.0 Continued access for lawful purpose

46.01 Federal and provincial officials to have access

- (1) Persons acting in an official capacity under any applicable federal or provincial law will have access to Sioux Valley Dakota Nation Lands to carry out their lawful duties without charge unless provided for in that law.
- (2) Persons acting in an official capacity under any applicable federal or provincial law coming onto Sioux Valley Dakota Nation Lands will comply with Sioux Valley Dakota Nation Laws about access to Sioux Valley Dakota Nation Lands where that compliance does not unduly interfere with the carrying out of their lawful duties.

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46.02 Notice by federal officials

- (1) Subject to (2), Canada will notify Sioux Valley Dakota Nation before persons acting in an official capacity under any applicable federal law come onto Sioux Valley Dakota Nation Lands to carry out a lawful duty, except when it is unreasonable in the circumstances to do so.
- (2) Canada will not be required to notify Sioux Valley Dakota Nation under (1) with respect to access to Sioux Valley Dakota Nation Lands by peace officers, federal investigators and law enforcement officers carrying out lawful duties under applicable federal laws.

46.03 Notice by provincial officials

- (1) Subject to (2), Manitoba will notify Sioux Valley Dakota Nation before persons acting in an official capacity under any applicable federal or provincial law come onto Sioux Valley Dakota Nation Lands to carry out a lawful duty, except when it is unreasonable in the circumstances to do so.
- (2) Manitoba will not be required to notify Sioux Valley Dakota Nation under (1) with respect to access to Sioux Valley Dakota Nation Lands by peace officers, provincial investigators and law enforcement officers carrying out lawful duties under applicable federal or provincial laws.

46.04 Future agreements on procedure to be followed

Sioux Valley Dakota Nation and Canada, or Sioux Valley Dakota Nation and Manitoba, may enter into agreements relating to the procedure that will be followed for access to Sioux Valley Dakota Nation Lands by persons acting in an official capacity under any applicable federal or provincial law to carry out their lawful duties.

46.05 Agreement does not limit national defence or national security activities

Nothing in this Agreement limits the ability of Canada to carry out lawful activities related to the national defence, or national security, of Canada under applicable federal laws.

46.06 Agreement does not limit public right to navigation

Nothing in this Agreement limits the public right to navigation.

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47.0 Sioux Valley Dakota Nation Lands or Interests required for federal public purpose

47.01 Process where Sioux Valley Dakota Nation Lands or Interests required

- (1) A parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, may be expropriated by Canada for the use of a federal department or agency and with the consent and by order of the Governor in Council.
- (2) Canada may only expropriate a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, if:
 - (a) the expropriation is justifiable and necessary for a federal public purpose that serves the national interest or, under a federal law, the expropriation is deemed to be for a public purpose; and
 - (b) Canada is satisfied that, in addition to any other legal requirements that may apply, the following requirements have been met:
 - (i) there is no other reasonably feasible alternative to the expropriation, such as the use of land that is not Sioux Valley Dakota Nation Land;
 - (ii) reasonable efforts have been made to acquire the parcel, or the Interest, through agreement with Sioux Valley Dakota Nation;
 - (iii) the least amount of land, or minimum Interest, necessary is expropriated for the shortest time possible to achieve the federal public purpose; and
 - (iv) information relevant to the expropriation is provided to Sioux Valley Dakota Nation.

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- (3) Before Canada expropriates a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, Canada will give notice to Sioux Valley Dakota Nation:
 - (a) stating whether Canada considers the expropriation as:
 - (i) justifiable and necessary for a federal public purpose that serves the national interest; or
 - (ii) deemed to be for a public purpose under a federal law; and
 - (b) describing the steps taken to meet the requirements set out in (2)(b).
- (4) Subject to (5), if Sioux Valley Dakota Nation objects to a proposed expropriation of a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, it may, within 60 days after it receives the notice from Canada, refer the matter to dispute resolution under 70.0 [*Resolution of disputes generally*].
- (5) If, in the notice under (3), Canada states that it considers the proposed expropriation of a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, is justifiable and necessary for a federal public purpose that serves the national interest and Sioux Valley Dakota Nation disagrees, Sioux Valley Dakota Nation may bring an application for judicial review of that decision by Canada under the *Federal Courts Act* to resolve the dispute.
- (6) Canada will not seek the consent of the Governor in Council to the expropriation of a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, until at least 60 days after it gives the notice under (3) or, if Sioux Valley Dakota Nation has referred the matter to dispute resolution under (4) or (5), until that dispute has been resolved.

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47.02 Status of Sioux Valley Dakota Nation Land where Interest expropriated

If Canada expropriates an Interest in Sioux Valley Dakota Nation Lands:

- (a) the parcel on which the Interest is expropriated continues to be Sioux Valley Dakota Nation Lands and subject to Sioux Valley Dakota Nation Laws that are not inconsistent with the expropriation; and
- (b) Sioux Valley Dakota Nation continues to have the right to use and occupy that parcel except to the extent that the use and occupation is inconsistent with the expropriation.

47.03 Compensation

- (1) If Canada expropriates a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation and Canada will negotiate, and attempt to reach agreement on, the compensation to be provided by Canada to Sioux Valley Dakota Nation in accordance with this Section.
- (2) If Canada expropriates a parcel of Sioux Valley Dakota Nation Lands, compensation will be provided to Sioux Valley Dakota Nation consisting of:
 - (a) land acceptable to Sioux Valley Dakota Nation; and
 - (b) any additional compensation required to achieve the total compensation determined under (4).
- (3) If Sioux Valley Dakota Nation consents, land provided to Sioux Valley Dakota Nation as compensation may be of an area that is less than the area of the parcel of Sioux Valley Dakota Nation Land which has been expropriated.
- (4) If Canada expropriates a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, the total compensation will be determined taking into account the following factors as they applied on the effective date of the expropriation:
 - (a) the market value of the expropriated parcel or Interest;
 - (b) the replacement value of any improvement to the parcel;

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- (c) any expenses or losses resulting from a disturbance attributable to the expropriation;
 - (d) any reduction in the value of any Interest in Sioux Valley Dakota Nation Land that is not expropriated;
 - (e) any adverse effect on any cultural or other special value of the parcel to Sioux Valley Dakota Nation;
 - (f) the value of any special economic advantage arising out of, or incidental to, the occupation or use of the parcel to the extent that the value is not otherwise compensated under (a) to (e); and
 - (g) if land has been provided to Sioux Valley Dakota Nation as compensation for the expropriation of a parcel of Sioux Valley Dakota Nation Land, the fair market value of the land provided.
- (5) Canada will pay interest on compensation (other than land) from the effective date of an expropriation to the date of payment at the prejudgment interest rate that is payable in civil proceedings in the Manitoba Court of Queen's Bench for the same period.
- (6) If Sioux Valley Dakota Nation and Canada do not reach an agreement on compensation, Sioux Valley Dakota Nation or Canada may refer the matter to dispute resolution under 71.0 [*Resolution of disputes arising in discussions or negotiations*].
- (7) Any damages resulting from a claim in respect of the expropriation by Canada of a parcel of Sioux Valley Dakota Nation Lands, or Interest in Sioux Valley Dakota Nation Lands, will be offset against the compensation payable under this Section.

47.04 Where Sioux Valley Dakota Nation wishes land provided as compensation to be identified as Sioux Valley Dakota Nation Lands

If land is provided to Sioux Valley Dakota Nation, in whole or in part, as compensation for the expropriation of a parcel of Sioux Valley Dakota Nation Lands and Sioux Valley Dakota Nation proposes that the land provided as compensation be identified as Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation, Canada and Manitoba will proceed under Schedule "H".

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47.05 Sioux Valley Dakota Nation Lands, or Interests, no longer required

- (1) If a parcel of Sioux Valley Dakota Nation Lands expropriated by Canada is no longer required for the purpose for which it was expropriated, Canada will return that parcel to Sioux Valley Dakota Nation in accordance with the terms and conditions that Sioux Valley Dakota Nation and Canada agree upon for the return of that parcel and the disposition of any improvements on that parcel.
- (2) If Sioux Valley Dakota Nation and Canada cannot agree on the terms and conditions for the return of the parcel, or for the disposition of any improvements, Sioux Valley Dakota Nation or Canada may refer the matter to dispute resolution under 71.0 [*Resolution of disputes arising in discussions or negotiations*].
- (3) If an Interest in Sioux Valley Dakota Nation Land expropriated by Canada is no longer required by Canada for the purpose for which it was expropriated, that Interest will revert to Sioux Valley Dakota Nation.

47.06 Schedule “G” to be amended

- (1) If a parcel of Sioux Valley Dakota Nation Lands has been expropriated Sioux Valley Dakota Nation and Canada will amend Schedule “G” as required.
- (2) If a parcel of Sioux Valley Dakota Nation Lands expropriated by Canada is to be returned to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation and Canada will amend Schedule “G” as required.

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PART 9:
JUSTICE MATTERS

48.0 General

48.01 Laws about justice matters generally

Sioux Valley Dakota Nation has Jurisdiction in relation to justice matters to the extent set out in this Part.

49.0 Offences, Penalties and Sanctions under Sioux Valley Dakota Nation Laws

49.01 Sioux Valley Dakota Nation Laws may create offences and provide for penalties and sanctions

- (1) If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws creating offences in relation to that subject area.
- (2) A Sioux Valley Dakota Nation Law creating an offence may provide for the imposition of sanctions, including fines, community service, restitution and imprisonment upon conviction of the offence.
- (3) A Sioux Valley Dakota Nation Law creating an offence may provide for a maximum fine, penalty or term of imprisonment that is not greater than that which may be imposed for comparable offences punishable on summary conviction under federal or provincial laws.
- (4) If there is no comparable offence under federal or provincial laws to an offence created under a Sioux Valley Dakota Nation Law, the maximum fine, penalty or term of imprisonment may not be greater than that contained in the general penalty provisions of the *Criminal Code* that apply to offences punishable on summary conviction.
- (5) Despite (3), where an agreement made under 65.02(1) [*Tax administration agreements*] so provides, a Sioux Valley Dakota Law in relation to direct taxation may provide for higher fines and longer terms of imprisonment than those referred to in that subsection.

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- (6) A Sioux Valley Dakota Nation Law may provide for a summary process such as a ticketing scheme or the use of offence notices for the prosecution of offences under that law.

49.02 Penalties based on traditional methods, values and practices

- (1) Despite 49.01(2) [*Sioux Valley Dakota Nation may create offences and provide for penalties and sanctions*], a Sioux Valley Dakota Nation Law creating an offence may provide for a penalty based on the traditional methods, values and practices of Sioux Valley Dakota Nation that will apply if the offender consents to that penalty.
- (2) A Sioux Valley Dakota Nation Law may not provide for different penalties for Sioux Valley Dakota Nation citizens and for persons who are not Sioux Valley Dakota Nation citizens.

50.0 Civil and administrative remedies under Sioux Valley Dakota Nation Laws

50.01 Civil remedies under Sioux Valley Dakota Nation Laws

If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws providing for civil remedies in relation to that subject area.

50.02 Administrative remedies under Sioux Valley Dakota Nation Laws

- (1) If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws providing for administrative remedies in relation to that subject area.
- (2) Administrative remedies may include:
 - (a) compliance orders made by officers appointed under a Sioux Valley Dakota Nation Law;
 - (b) the right of the officers to take remedial action where compliance orders are not followed; and
 - (c) provision that the costs incurred in taking remedial action may be enforced as a debt.

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50.03 Civil or administrative remedies based on traditional methods, values and practices

A Sioux Valley Dakota Nation Law may include administrative or civil remedies that are based on the traditional methods, values and practices of Sioux Valley Dakota Nation, if all persons affected by the remedy consent to that remedy.

51.0 Enforcing Sioux Valley Dakota Nation Laws

51.01 Enforcement of Sioux Valley Dakota Nation Laws

If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area under this Agreement, that Jurisdiction includes the power and authority to make laws about:

- (a) enforcing Sioux Valley Dakota Nation Laws in relation to that subject area, including:
 - (i) powers of search and seizure;
 - (ii) powers of inspection; and
 - (iii) other enforcement powers which are not greater than the powers of federal or provincial officers who are responsible for enforcing comparable federal or provincial laws; and
- (b) the appointment of officers to enforce Sioux Valley Dakota Nation Laws in relation to that subject matter.

51.02 Persons who may enforce Sioux Valley Dakota Nation Laws

Sioux Valley Dakota Nation Laws may be enforced by:

- (a) enforcement officers appointed under a Sioux Valley Dakota Nation Law;
- (b) enforcement officers of other governments or entities, where provided for in an agreement made under 51.04 [*Agreements with other governments or entities*]; and
- (c) police officers, including officers of a Sioux Valley Dakota Nation Police Service.

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51.03 Enforcing Sioux Valley Dakota Nation Laws by federal or provincial processes

- (1) Sioux Valley Dakota Nation and Canada may enter into agreements about the enforcement of Sioux Valley Dakota Nation Laws by processes under federal laws.
- (2) Sioux Valley Dakota Nation and Manitoba may enter into agreements about the enforcement of Sioux Valley Dakota Nation Laws by processes under provincial laws.

51.04 Agreements with other governments or entities

Sioux Valley Dakota Nation may enter into agreements with Canada, Manitoba, municipalities, other First Nations or other entities to provide for law enforcement activities on Sioux Valley Dakota Nation Lands.

52.0 Policing

52.01 Laws about a Sioux Valley Dakota Nation Police Service

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to a Sioux Valley Dakota Nation Police Service to provide police services on Sioux Valley Dakota Nation Lands.
- (2) Despite (1), Sioux Valley Dakota Nation may only exercise Jurisdiction under (1) where an agreement has been concluded in accordance with 52.02 [*Agreements for Sioux Valley Dakota Nation Police Service*] and then will exercise the Jurisdiction in the manner contemplated by that agreement.
- (3) A Sioux Valley Dakota Nation Law establishing a Sioux Valley Dakota Nation Police Service will provide for standards for:
 - (a) selection, training and qualification of officers;
 - (b) independence and accountability of a Sioux Valley Dakota Police Service and its officers;

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(c) conduct of officers (including the use of force by officers); and

(d) professional discipline of officers for misconduct

that are at least equal to the standards provided under comparable federal or provincial laws.

(4) A Sioux Valley Dakota Nation Law establishing a Sioux Valley Dakota Nation Police Service will provide for:

(a) the structure, organization and administration of the Sioux Valley Dakota Nation Police Service;

(b) methods of addressing complaints of misconduct by officers; and

(c) a decision-making body with authority to make decisions about complaints by members of the public about officers

in a way that is reasonably comparable to the provisions of comparable federal or provincial laws.

(5) Subsections (3) and (4) apply with necessary changes to persons empowered to enforce Sioux Valley Dakota Nation Laws in accordance with 51.02 [*Persons who may enforce Sioux Valley Dakota Nation Laws*], to the extent that those persons have powers, duties, privileges and protections as peace officers when enforcing Sioux Valley Dakota Nation Laws.

(6) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the federal or provincial law prevails to the extent of the inconsistency.

52.02 Agreements for Sioux Valley Dakota Nation Police Service

(1) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements about the operation of a Sioux Valley Dakota Nation Police Service.

(2) These agreements may be between Sioux Valley Dakota Nation and Manitoba if they agree that Canada need not be a party.

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- (3) These agreements may address:
- (a) a Sioux Valley Dakota Nation Police Service as a First Nation police service in accordance with *The Police Services Act*, the appointment of police officers, or the appointment of officers of a Sioux Valley Dakota Nation Police Service as “special constables” within the meaning of *The Police Services Act*;
 - (b) the authority of, and performance of duties by, officers of a Sioux Valley Dakota Nation Police Service off Sioux Valley Dakota Nation Lands;
 - (c) the authority of, and performance of duties by, officers of other police services on Sioux Valley Dakota Nation Lands;
 - (d) harmonizing policing services and standards;
 - (e) mutual support and assistance, and operational co-operation, between a Sioux Valley Dakota Nation Police Service and other police or law enforcement services in the Province of Manitoba, including the exchange of information, expertise and training;
 - (f) standards of the type referred to in 52.01(3) [*Laws about a Sioux Valley Dakota Nation Police Service*];
 - (g) complaints of misconduct by officers;
 - (h) actions that may be taken where a Sioux Valley Dakota Nation Police Service does not provide adequate and effective police service; and
 - (i) any other matters relating to a Sioux Valley Dakota Nation Police Service.

52.03 Agreements for police services with other governments or entities

Sioux Valley Dakota Nation may enter into agreements with Canada, Manitoba, municipalities, other First Nations or other entities to provide policing services on Sioux Valley Dakota Nation Lands.

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53.0 Sioux Valley Dakota Nation Court

53.01 Laws about establishing a Sioux Valley Dakota Nation Court

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the establishment of a Sioux Valley Dakota Nation Court in accordance with this Article.
- (2) If a Sioux Valley Dakota Nation Law made under this Article is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

53.02 Requirements of a Sioux Valley Dakota Nation Court

- (1) A law made under 53.01(1) [*Laws about establishing a Sioux Valley Dakota Nation Court*] will:
 - (a) provide for how judges and officials of the Sioux Valley Dakota Nation Court are appointed;
 - (b) ensure the independence and impartiality of the Sioux Valley Dakota Nation Court by providing judicial security of tenure, financial security, and administrative independence;
 - (c) require judges to act in accordance with recognized principles of judicial fairness and impartiality;
 - (d) provide for standards of judicial competence and behavior that are reasonably comparable to the standards provided under federal or provincial laws;
 - (e) provide for methods of addressing complaints of judicial misconduct or incapacity that are reasonably comparable to the methods provided under federal or provincial laws;
 - (f) provide for a decision-making body with authority to make decisions about disciplinary matters about judges resulting from complaints from members of the public that is reasonably comparable to those bodies provided under federal or provincial laws;

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- (g) provide for discipline of judges for misconduct that is reasonably comparable to the standards provided under federal or provincial laws; and
 - (h) provide for remedies where a judge has been found incapable of carrying out his or her functions that are reasonably comparable to the standards provided under federal or provincial laws.
- (2) Sioux Valley Dakota Nation and Manitoba may enter into agreements about using the Judicial Inquiry Board and the Judicial Council established under *The Provincial Court Act* to act in relation to judges of the Sioux Valley Dakota Nation Court.

53.03 Agreements with Manitoba for appointment of judges

Sioux Valley Dakota Nation and Manitoba may enter into agreements to provide for:

- (a) the appointment of judges of the Provincial Court of Manitoba as judges of the Sioux Valley Dakota Nation Court; and
- (b) the appointment of judges of the Sioux Valley Dakota Nation Court as judges of the Provincial Court of Manitoba,

provided the requirements of Sioux Valley Dakota Nation Law and provincial law are met.

53.04 Sioux Valley Dakota Nation Court may hear prosecutions under Sioux Valley Dakota Nation Law

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to providing for the Sioux Valley Dakota Nation Court to hear and determine prosecutions of offences under Sioux Valley Dakota Nation Laws.
- (2) Until a law made under (1) comes into effect, the Provincial Court of Manitoba will hear and determine prosecutions of offences under Sioux Valley Dakota Nation Laws.
- (3) A law made under (1) will provide a right of appeal for defendant and prosecutor to the Manitoba Court of Queen's Bench.

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- (4) Laws made under (1) may include laws about:
 - (a) issuing judicial instruments, including search warrants, summonses, and subpoenas; and
 - (b) rules of procedure and rules of evidence, which may incorporate the traditional methods, practices and values of Sioux Valley Dakota Nation.
- (5) A law of the type referred to in (4)(b) will provide for rules of procedure and rules of evidence that are reasonably comparable to rules of procedure and rules of evidence for similar offences under federal or provincial laws.
- (6) Sioux Valley Dakota Nation and Manitoba may enter into agreements about judicial instruments in relation to prosecutions under Sioux Valley Dakota Nation Law to be heard and determined by the Provincial Court of Manitoba.

53.05 Sioux Valley Dakota Nation Court may hear civil matters

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to providing for a Sioux Valley Dakota Nation Court to hear and determine civil matters resulting from disputes under a Sioux Valley Dakota Nation Law.
- (2) Sioux Valley Dakota Nation and Manitoba may enter into agreements about the authority of the Sioux Valley Dakota Nation Court to hear and determine civil matters.
- (3) Without limiting (2), Sioux Valley Dakota Nation and Manitoba may enter into agreements to provide for:
 - (a) appointing hearing officers under *The Court of Queen's Bench Small Claims Practices Act* as judges of the Sioux Valley Dakota Nation Court to hear and determine certain civil matters; and
 - (b) appointing judges of the Sioux Valley Dakota Nation Court as hearing officers under *The Court of Queen's Bench Small Claims Practices Act* to hear and determine certain civil matters

provided the requirements of Sioux Valley Dakota Nation Law and provincial law are met.

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- (4) Despite (3), a Sioux Valley Dakota Nation Court may not hear or determine civil matters, or exercise functions, that are within the exclusive jurisdiction of the superior courts of a province.
- (5) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements to provide for:
 - (a) judges of the Court of Queen's Bench to hear and determine civil matters under Sioux Valley Dakota Nation Law on Sioux Valley Dakota Nation Lands; and
 - (b) subject to the resolution of constitutional and other legal issues, the exercise by a Sioux Valley Dakota Nation Court of any jurisdiction otherwise exclusively within the jurisdiction of the superior courts of a province.
- (6) A law made under (1) will provide a right of appeal:
 - (a) to the Manitoba Court of Queen's Bench; and
 - (b) to the Manitoba Court of Appeal, where the matter would be subject to an appeal to that court if it had been heard and determined under provincial law.
- (7) Subject to (8), laws made under (1) will provide for rules of procedure and rules of evidence that are reasonably comparable to rules of procedure and rules of evidence under federal or provincial law for comparable civil matters that are heard and determined in courts established by federal or provincial law.
- (8) Laws made under (1) may incorporate the traditional methods, values and practices of Sioux Valley Dakota Nation.

53.06 Enforcing orders and judgments of Sioux Valley Dakota Nation Court

- (1) Sioux Valley Dakota Nation and Manitoba may enter into agreements about enforcing orders and judgments of a Sioux Valley Dakota Nation Court.
- (2) These agreements may provide for an order or judgment to be registered as a judgment of the Court of Queen's Bench of Manitoba.

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53.07 Canada or Manitoba may confer jurisdiction on Sioux Valley Dakota Nation Court

- (1) The Parliament of Canada may, with the consent of Sioux Valley Dakota Nation, authorize a Sioux Valley Dakota Nation Court to hear and determine matters arising under federal law.
- (2) The Legislative Assembly of Manitoba may, with the consent of Sioux Valley Dakota Nation, authorize a Sioux Valley Dakota Nation Court to hear and determine matters arising under provincial law.

54.0 Prosecution of offences under Sioux Valley Dakota Nation Laws

54.01 Laws about the prosecution of offences under Sioux Valley Dakota Nation Laws

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the prosecution of offences under Sioux Valley Dakota Nation Laws.
- (2) Laws made under (1):
 - (a) may include laws for the appointment of prosecutors; and
 - (b) will respect the principles of prosecutorial independence.
- (3) Sioux Valley Dakota Nation and Canada may enter into agreements about appointing federal prosecutors to prosecute offences under Sioux Valley Dakota Nation Laws.
- (4) Sioux Valley Dakota Nation and Manitoba may enter into agreements about appointing provincial prosecutors to prosecute offences under Sioux Valley Dakota Nation Laws.
- (5) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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55.0 Qualifications of advocates before a Sioux Valley Dakota Nation Court

55.01 Laws about the qualifications of advocates before a Sioux Valley Dakota Nation Court

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to the qualifications of individuals who may appear as advocates before a Sioux Valley Dakota Nation Court.
- (2) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

56.0 Decision-Making Bodies

56.01 Decision-making bodies created under Sioux Valley Dakota Nation Laws

- (1) If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws about administrative and quasi-judicial decision-making bodies relating to that subject area.
- (2) A decision-making body may be one or more individuals or a board, commission or tribunal.
- (3) Laws of the type referred to in (1) may provide for rules of procedure and rules of evidence for the decision-making body which may incorporate the traditional methods, practices and values of Sioux Valley Dakota Nation.
- (4) A Sioux Valley Dakota Nation Law establishing a decision-making body will reflect that the decision-making body will act impartially and fairly.
- (5) A Sioux Valley Dakota Nation Law about an administrative or quasi-judicial decision-making body may provide:
 - (a) for reviews, or appeals, of decisions of that decision-making body;
 - (b) for limitations on the right of review or appeal; or

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- (c) that a review, or appeal, may be heard by:
 - (i) a Sioux Valley Dakota Nation Court;
 - (ii) an administrative appeals body established by a Sioux Valley Dakota Nation Law; or
 - (iii) the Manitoba Court of Queen's Bench.
- (6) Without limiting (4) or (5), a Sioux Valley Dakota Nation Law establishing a decision-making body will provide that Sioux Valley Dakota Nation citizens, and persons who are not Sioux Valley Dakota Nation citizens, have appropriate access to review, or appeal, of the decisions and activities of that body, having regard to the ways in which the decisions or activities of that body affect them.

56.02 Functions of decision-making body do not extend to functions of superior, district or county court judges

- (1) A decision-making body, or an administrative appeals body, established under a Sioux Valley Dakota Nation Law, may not exercise functions that are required by sections 96 to 101 of the *Constitution Act, 1867* to be exercised by a superior, district or county court judge.
- (2) Subsection (1) applies to a Sioux Valley Dakota Nation Court, if that Sioux Valley Dakota Nation Court acts as an administrative appeals body.

56.03 Judicial review of decision-making bodies

- (1) A decision-making body established under a Sioux Valley Dakota Nation Law is not a “federal board, commission or other tribunal” within the meaning of the *Federal Courts Act* and therefore the Federal Court of Canada does not have jurisdiction to make orders or issue injunctions or declaratory relief against that body or undertake judicial review of the decisions of that body.
- (2) The Manitoba Court of Queen's Bench has jurisdiction to make orders or issue injunctions or declaratory relief against a decision-making body established under a Sioux Valley Dakota Nation Law or undertake judicial review of the decisions of that decision-making body.

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57.0 Alternative Dispute Resolution

57.01 Alternative dispute resolution processes

- (1) Sioux Valley Dakota Nation may develop alternative dispute resolution processes (including mediation and arbitration) to apply where the parties to a dispute consent to use those processes.
- (2) These alternative dispute resolution processes may be used to help resolve disputes including:
 - (a) disputes about matters on Sioux Valley Dakota Nation Lands; and
 - (b) disputes about matters under Sioux Valley Dakota Nation Law.

57.02 Sioux Valley Dakota Nation Court may provide alternative dispute resolution process

A Sioux Valley Dakota Nation Court may provide alternative dispute resolution processes where the parties to the dispute consent.

57.03 Arbitration of disputes under Sioux Valley Dakota Nation Laws

If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws about arbitration of disputes relating to that subject area where the parties to a dispute consent to the arbitration of that dispute under Sioux Valley Dakota Nation Laws.

58.0 Corrections and Rehabilitation

58.01 Laws about correction and rehabilitation programs and services

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to programs and services for persons convicted of offences under Sioux Valley Dakota Nation Laws.
- (2) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements about:
 - (a) access by individuals convicted of offence under federal or provincial laws to programs and services of Sioux Valley Dakota Nation; or

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- (b) access by individuals convicted of offences under Sioux Valley Dakota Nation Laws to federal or provincial programs or provincial facilities.
- (3) Agreements of the type referred to in (2) may include other First Nations as parties and address access by individuals convicted of offences under the laws of those other First Nations to programs and services of Sioux Valley Dakota Nation.
- (4) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

59.0 Victims of Crimes and Offences

59.01 Victims of offences under Sioux Valley Dakota Nation Laws

- (1) If Sioux Valley Dakota Nation has Jurisdiction in relation to a subject area provided for in this Agreement, that Jurisdiction includes the power and authority to make laws dealing with victims of offences under Sioux Valley Dakota Nation Laws in relation to that subject area.
- (2) Laws of the type referred to in (1) may provide that victims may participate in legal proceedings before a Sioux Valley Dakota Nation Court.

59.02 Laws about programs and services for victims of crime

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to programs and services for victims of crime.
- (2) Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements about programs or services for victims of crime.
- (3) If a Sioux Valley Dakota Nation Law made under (1) is inconsistent with any applicable federal or provincial law, then the Sioux Valley Dakota Nation Law prevails to the extent of the inconsistency.

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60.0 Agreements among Sioux Valley Dakota Nation, Canada and Manitoba

60.01 Agreements contemplated

Sioux Valley Dakota Nation, Canada and Manitoba may enter into agreements relating to justice matters, including agreements about:

- (a) law enforcement activities on Sioux Valley Dakota Nation Lands, including using federal or provincial law enforcement agencies to enforce Sioux Valley Dakota Nation Laws;
- (b) enforcing Sioux Valley Dakota Nation Laws by processes under federal or provincial laws;
- (c) using Canada or Manitoba to administer penalties under Sioux Valley Dakota Nation Laws (with agreement also about the use of proceeds of fines and costs paid under Sioux Valley Dakota Nation Laws);
- (d) policing services;
- (e) appointing judges of the Provincial Court of Manitoba as judges of the Sioux Valley Dakota Nation Court;
- (f) appointing judges of the Sioux Valley Dakota Nation Court as judges of the Provincial Court of Manitoba;
- (g) appointing hearing officers under *The Court of Queen's Bench Small Claims Practices Act* as judges of the Sioux Valley Dakota Nation Court to hear and determine certain private civil matters;
- (h) appointing judges of the Sioux Valley Dakota Nation Court as hearing officers under *The Court of Queen's Bench Small Claims Practices Act* to hear and determine certain private civil matters;
- (i) using the Judicial Inquiry Board and the Judicial Council established under *The Provincial Court Act* to act in respect of judges of the Sioux Valley Dakota Nation Court;
- (j) the authority of the Sioux Valley Dakota Nation Court to hear and determine private civil matters;

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- (k) enforcing orders and judgments of a Sioux Valley Dakota Nation Court;
- (l) judicial instruments in relation to prosecutions under Sioux Valley Dakota Nation Laws to be heard and determined by the Provincial Court of Manitoba;
- (m) using provincial or federal prosecutors to prosecute offences under Sioux Valley Dakota Nation Laws;
- (n) the appropriate courts to hear and determine civil disputes and to review administrative decisions made under Sioux Valley Dakota Nation Laws;
- (o) correctional and rehabilitation programs and services; and
- (p) programs and services for victims of crime.

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PART 10:
FISCAL RELATIONSHIP AND FINANCIAL ARRANGEMENTS

61.0 The fiscal relationship between Sioux Valley Dakota Nation and Canada

61.01 Nature of the fiscal relationship

- (1) The government-to-government relationship provided for in this Agreement includes an ongoing fiscal relationship.
- (2) The nature, and extent, of this fiscal relationship will be determined by the financial arrangements between Sioux Valley Dakota Nation and Canada, including the Sioux Valley Dakota Nation Financial Arrangements Agreement (“the Sioux Valley Dakota Nation-FAA”).

61.02 Shared responsibility of Sioux Valley Dakota Nation and Canada

- (1) The funding of Sioux Valley Dakota Oyate Government and Agreed-Upon Programs and Services is a shared responsibility of Sioux Valley Dakota Nation and Canada.
- (2) These shared responsibilities will be set out in the Sioux Valley Dakota Nation-FAA with the objective that, as Sioux Valley Dakota Nation progresses, over time, to become more economically self-sufficient, Sioux Valley Dakota Nation will become less reliant relatively on funding from Canada.

61.03 No obligation created

Despite 61.01 [*Nature of the fiscal relationship*], this Agreement does not create or imply any financial obligations for Canada.

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62.0 The Sioux Valley Dakota Nation Financial Arrangements Agreement

62.01 Funding provided through the Sioux Valley Dakota Nation-FAA

- (1) The Sioux Valley Dakota Nation-FAA will set out the terms according to which funding will be provided to Sioux Valley Dakota Nation by Canada.
- (2) Subject to (1), Sioux Valley Dakota Nation will have the discretion to allocate, re-allocate and manage the funding provided by Canada in accordance with the priorities of Sioux Valley Dakota Nation.

62.02 Nature of the Sioux Valley Dakota Nation-FAA

- (1) The Sioux Valley Dakota Nation-FAA:
 - (a) is not a treaty and does not create “treaty rights” within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*;
 - (b) will not be interpreted so as to abrogate or derogate from any aboriginal or treaty rights of Sioux Valley Dakota Nation recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982* or the exercise of those rights by individuals; and
 - (c) will not be used to interpret this Agreement.
- (2) If the Sioux Valley Dakota Nation-FAA is inconsistent with this Agreement, this Agreement prevails to the extent of the inconsistency.

62.03 Eligibility to access programs and benefits

- (1) Nothing in this Agreement, or the Sioux Valley Dakota Nation-FAA, limits or affects the eligibility of Sioux Valley Dakota Nation, or Sioux Valley Dakota Nation citizens or other individuals, to access or otherwise benefit from:
 - (a) federal or provincial programs and services for registered Indians or aboriginal people; or
 - (b) federal or provincial programs and services of general applicationunder the terms and conditions established for those programs and services from time to time.

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- (2) Subsection (1) does not apply to the eligibility to access Agreed-Upon Programs and Services for which Sioux Valley Dakota Nation has assumed responsibility under the Sioux Valley Dakota Nation-FAA.

62.04 Respect for role and privileges of the Parliament of Canada

Any payment by Canada to Sioux Valley Dakota Nation under the Sioux Valley Dakota Nation-FAA is subject to the appropriation of funds by the Parliament of Canada.

63.0 Accountability of Sioux Valley Dakota Oyate Government

63.01 Accountability to Sioux Valley Dakota Nation citizens

- (1) Sioux Valley Dakota Oyate Government is accountable to Sioux Valley Dakota Nation citizens.
- (2) Sioux Valley Dakota Oyate Government will maintain a system of program and financial accountability that is comparable to standards of program and financial accountability generally accepted as best practices for governments and institutions in Canada of a similar size and scope to Sioux Valley Dakota Oyate Government.

63.02 Accountability to Canada

Sioux Valley Dakota Nation is accountable to Canada for funding provided by Canada to Sioux Valley Dakota Nation to permit the Government of Canada to be accountable to the Parliament of Canada for the expenditure of public funds.

64.0 Renewal of the Sioux Valley Dakota Nation-FAA

64.01 Process for renewal

- (1) The Sioux Valley Dakota Nation-FAA will have an initial term of five years, subject to adjustment as provided for in that agreement.
- (2) Starting at least 24 months before the Sioux Valley Dakota Nation-FAA expires (unless Sioux Valley Dakota Nation and Canada agree otherwise), Sioux Valley Dakota Nation and Canada will negotiate, and attempt to reach agreement on, the renewal of the Sioux Valley Dakota Nation-FAA.

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- (3) Renewals of the Sioux Valley Dakota Nation-FAA will be for successive terms of five years or such other term as Sioux Valley Dakota Nation and Canada may agree.

64.02 Factors to be taken into account

In the negotiation of the renewal of the Sioux Valley Dakota Nation-FAA, Sioux Valley Dakota Nation and Canada will take into account the following factors:

- (a) the objective of Sioux Valley Dakota Nation and Canada that financial arrangements between them will be reasonably stable, predictable and flexible;
- (b) the costs of providing Agreed-Upon Programs and Services that are reasonably comparable to similar programs and services provided in aboriginal and non-aboriginal communities in the Province of Manitoba that are of a similar size and circumstance to Sioux Valley Dakota Nation;
- (c) the costs to operate Sioux Valley Dakota Oyate Government;
- (d) the cost of providing those Agreed-Upon Programs and Services that Sioux Valley Dakota Nation will deliver during the term of the Sioux Valley Dakota Nation-FAA that follows its renewal;
- (e) the obligations of Sioux Valley Dakota Nation under this Agreement, and the Sioux Valley Dakota Nation-FAA, including any obligation to:
 - (i) meet federal or provincial standards;
 - (ii) provide access to Agreed-Upon Programs and Services; or
 - (iii) meet agreed-upon standards in the provision of Agreed-Upon Programs and Services;
- (f) efficiency and effectiveness in the operation of Sioux Valley Dakota Oyate Government and the delivery of Agreed-Upon Programs and Services including consideration of opportunities for economies of scale through the delegation of government functions or the establishment of arrangements for the delivery of programs and services by some other government, body, institution or person;

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- (g) changes in price in the delivery of Agreed-Upon Programs and Services and, where appropriate, changes in the number of persons to whom Sioux Valley Dakota Nation is responsible to deliver Agreed-Upon Programs and Services, if Sioux Valley Dakota Nation and Canada agree;
- (h) the location of Sioux Valley Dakota Nation Lands;
- (i) other funding or transfers provided, directly or indirectly, to Sioux Valley Dakota Nation by other governments;
- (j) the prevailing fiscal policies of Canada;
- (k) revenues and revenue capacity of Sioux Valley Dakota Nation; and
- (l) other factors as Sioux Valley Dakota Nation and Canada may agree.

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PART 11
TAXATION MATTERS

65.0 Direct Taxation

65.01 Laws about direct taxation

- (1) Sioux Valley Dakota Nation has Jurisdiction in relation to direct taxation of Sioux Valley Dakota Nation citizens within Sioux Valley Dakota Nation Lands in order to raise revenue for Sioux Valley Dakota Oyate Government purposes.
- (2) For the purposes of (1), “direct taxation” has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in subsection 92(2) of the *Constitution Act, 1867*.
- (3) A Sioux Valley Dakota Nation Law made under (1) applies to Sioux Valley Dakota Nation citizens within Sioux Valley Dakota Nation Lands despite section 87 of the *Indian Act*.
- (4) The Jurisdiction of Sioux Valley Dakota Nation under (1) does not affect the tax powers of Canada or the tax powers of Manitoba.

65.02 Tax administration agreements

- (1) From time to time, at the request of Sioux Valley Dakota Nation, Canada and Manitoba, together or separately, may negotiate and attempt to reach agreement with Sioux Valley Dakota Nation respecting:
 - (a) the extent, if any, that Sioux Valley Dakota Nation may make laws in relation to direct taxation of persons other than Sioux Valley Dakota Nation citizens, within Sioux Valley Dakota Nation Lands;
 - (b) the manner in which Sioux Valley Dakota Nation taxes will be co-ordinated with federal or provincial tax systems, including:
 - (i) the amount of tax room that Canada or Manitoba may be prepared to vacate in favour of taxes imposed by the Sioux Valley Dakota Nation; and
 - (ii) the terms and conditions under which Canada or Manitoba may administer taxes imposed by Sioux Valley Dakota Nation; and

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- (c) the manner in which, and extent to which, sections 87 and 89 of the *Indian Act* will, only for the period of time set out in the agreement and subject to being given force of law by federal legislation, cease to apply to the property of a Sioux Valley Dakota Nation citizen or Sioux Valley Dakota Nation, or any “Indian” or “band” as defined in the *Indian Act* for the purposes of the administration, collection and enforcement of a Sioux Valley Dakota Nation, federal or provincial tax contemplated by that agreement.
- (2) For the purposes of (1), “person” includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity, and a government or government agency or subdivision of a government, and his, her or its heirs, executors, administrators and other legal representatives.
- (3) Despite any other provision of Part 9 [*Justice Matters*], an agreement of the type contemplated in (1) may provide for the manner in which enforcement of, appeals under and adjudications of matters under a Sioux Valley Dakota Nation Law in relation to direct taxation will be conducted.
- (4) An agreement of the type referred to in (1):
 - (a) will not form part of this Agreement; and
 - (b) will not be a treaty and will not create or deny any aboriginal or treaty rights within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*.

66.0 Taxation matters relating to Sioux Valley Dakota Nation

66.01 Transfers of property to Sioux Valley Dakota Nation

- (1) A transfer of property to Sioux Valley Dakota Nation under this Agreement is not taxable.
- (2) For federal and provincial income tax purposes, property transferred to Sioux Valley Dakota Nation under this Agreement is deemed to have been acquired by Sioux Valley Dakota Nation at a cost equal to its fair market value on the later of the date this Agreement comes into effect and the date of the transfer.

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66.02 Sioux Valley Dakota Nation Lands

- (1) Sioux Valley Dakota Nation is not subject to real property taxation in respect of Sioux Valley Dakota Nation Lands or any Interest of Sioux Valley Dakota Nation in Sioux Valley Dakota Nation Lands:
 - (a) on which there are no improvements; or
 - (b) on which there is an improvement all, or substantially all, of which is used for a public purpose and not operated for profit.
- (2) For federal and provincial income tax purposes, proceeds of disposition received by Sioux Valley Dakota Nation on the expropriation of a parcel of Sioux Valley Dakota Nation Lands or an Interest in Sioux Valley Dakota Nation Lands in accordance with 47.01 [*Process where Sioux Valley Dakota Nation Lands or Interests required*] is not taxable.
- (3) If Sioux Valley Dakota Nation requests that Canada transfer title in Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation, the transfer of Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation is not taxable.
- (4) For federal and provincial income tax purposes, Sioux Valley Dakota Nation Lands transferred to Sioux Valley Dakota Nation by Canada will be deemed to have been acquired by Sioux Valley Dakota Nation at a cost equal to the fair market value of the lands on the date of the transfer.

66.03 Tax treatment agreement

- (1) Sioux Valley Dakota Nation and Canada or Sioux Valley Dakota Nation, Canada and Manitoba may enter into an agreement about the tax status of Sioux Valley Dakota Nation.
- (2) An agreement under (1) may provide that sections 87 and 89 of the *Indian Act* will not apply, in whole or in part, to the property of Sioux Valley Dakota Nation for the period set out in that agreement.
- (3) If Sioux Valley Dakota Nation and Canada or Sioux Valley Dakota Nation, Canada and Manitoba enter into an agreement under (1), Canada will recommend to the Parliament of Canada that the agreement be given force of law by federal legislation.

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- (4) If Sioux Valley Dakota Nation, Canada and Manitoba enter into an agreement under (1), Manitoba will take any steps necessary to give legal effect to the agreement, including recommending to the Legislative Assembly of Manitoba any necessary provincial legislation.
- (5) An agreement under (1):
 - (a) will not form part of this Agreement; and
 - (b) will not be a treaty and will not create or deny any aboriginal or treaty rights within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*.

66.04 *First Nations Fiscal Management Act*

The Federal Implementing Legislation will contain provisions to enable the Governor in Council to make regulations so that Sioux Valley Dakota Nation may benefit from the provisions of the *First Nations Fiscal Management Act* or obtain services of any body established under that Act.

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PART 12:
INTERGOVERNMENTAL RELATIONS AND IMPLEMENTATION

67.0 Intergovernmental Relations and Implementation Support (IRIS) Committee

67.01 Establishment, and role, of the Intergovernmental Relations and Implementation Support (IRIS) Committee

- (1) Within 90 days from the date this Agreement comes into effect, Sioux Valley Dakota Nation, Canada and Manitoba each will appoint a representative to serve on the Intergovernmental Relations and Implementation Support Committee (“the IRIS Committee”).
- (2) The IRIS Committee will:
 - (a) provide a forum where Sioux Valley Dakota Nation, Canada and Manitoba may discuss matters relating to the implementation of this Agreement and the Tripartite Governance Agreement;
 - (b) attempt to resolve any disputes that arise between Sioux Valley Dakota Nation, Canada and Manitoba, to the extent, and in the manner, provided for in Part 13 [*Dispute Resolution*]; and
 - (c) undertake reviews of the Intergovernmental Relations and Implementation Plan, as set out in 68.03 [*Review of the IRIS Plan before renewal*] and 68.04 [*Changes to the IRIS Plan at any time*].
- (3) Decisions of the IRIS Committee will be made by consensus.
- (4) The IRIS Committee may determine the procedures to govern its operation.
- (5) The IRIS Committee will operate until the Intergovernmental Relations and Implementation Support Plan expires.

67.02 Costs of the IRIS Committee

Sioux Valley Dakota Nation, Canada and Manitoba will each be responsible for its own costs in participating on the IRIS Committee.

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68.0 The Intergovernmental Relations and Implementation Support (IRIS) Plan

68.01 Nature of the IRIS Plan

- (1) The Intergovernmental Relations and Implementation Support Plan (“the IRIS Plan”):
 - (a) is not a contract between Sioux Valley Dakota Nation and Canada,
 - (b) is not a treaty and does not create “treaty rights” within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*;
 - (c) will not be interpreted so as to abrogate or derogate from any aboriginal or treaty rights of Sioux Valley Dakota Nation recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982* or the exercise of those rights by individuals; and
 - (d) will not be used to limit or interpret the provisions of this Agreement or the Tripartite Governance Agreement.
- (2) If the IRIS Plan is inconsistent with this Agreement or the Tripartite Governance Agreement, this Agreement and the Tripartite Governance Agreement prevails to the extent of the inconsistency.
- (3) If the IRIS Plan is inconsistent with the Sioux Valley Dakota Nation Financial Arrangements Agreement, the Sioux Valley Dakota Nation Financial Arrangements Agreement prevails to the extent of the inconsistency.

68.02 Term of the IRIS Plan

- (1) The IRIS Plan has an initial term of ten years, starting on the date this Agreement comes into effect.
- (2) Despite (1), the initial term of the IRIS Plan will be adjusted, if necessary, to ensure that the term of the IRIS Plan expires at the same time as the first renewal of the Sioux Valley Dakota Nation Financial Arrangements Agreement expires.
- (3) Unless Sioux Valley Dakota Nation, Canada and Manitoba agree otherwise, at the time the IRIS Plan expires, it will be renewed for a further term of ten years or for such other term as Sioux Valley Dakota Nation, Canada and Manitoba may then agree.

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- (4) After the renewal of the IRIS Plan expires, it will only be renewed again if Sioux Valley Dakota Nation, Canada and Manitoba agree a further renewal is necessary to implement the terms of this Agreement and the Tripartite Governance Agreement.
- (5) If a further renewal of the IRIS Plan is determined to be necessary, Sioux Valley Dakota Nation, Canada and Manitoba will, at that time, determine the term of that further renewal.

68.03 Review of the IRIS Plan before renewal

- (1) Unless the IRIS Committee agrees otherwise, the IRIS Committee will undertake a review of the IRIS Plan one year before the expiry of the initial term of the IRIS Plan.
- (2) This review of the IRIS Plan will:
 - (a) assess the progress of Sioux Valley Dakota Nation, Canada and Manitoba in carrying out those actions or activities set out in the IRIS Plan;
 - (b) review those activities set out in the IRIS Plan that remain to be carried out; and
 - (c) consider any changes to the IRIS Plan necessary to support the timely and effective implementation of this Agreement and the Tripartite Governance Agreement.
- (3) As a result of the review of the IRIS Plan, the IRIS Committee may:
 - (a) make recommendations to Sioux Valley Dakota Nation, Canada and Manitoba to:
 - (i) add an activity to the IRIS Plan for the timely and effective implementation of this Agreement and the Tripartite Governance Agreement; or
 - (ii) delete an activity from the IRIS Plan as no longer being necessary for the timely and effective implementation of this Agreement and the Tripartite Governance Agreement; or

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- (b) make any other recommendations that will assist in the timely and effective implementation of this Agreement and the Tripartite Governance Agreement.
- (4) If the IRIS Committee makes a recommendation that an activity should be added to or deleted from the IRIS Plan, and Sioux Valley Dakota Nation, Canada and Manitoba agree with that recommendation, the IRIS Plan will be changed accordingly.
- (5) If Sioux Valley Dakota Nation, Canada and Manitoba have agreed that a further renewal of the IRIS Plan is necessary in accordance with 68.02(4) [*Term of the IRIS Plan*], the IRIS Committee will undertake a review of the IRIS Plan and (1) to (4) apply with necessary changes.

68.04 Changes to the IRIS Plan at any time

- (1) Despite 68.03(1) and (5) [*Review of the IRIS Plan before renewal*], the IRIS Committee may at any time make a recommendation to Sioux Valley Dakota Nation, Canada and Manitoba to add or delete an activity from the IRIS Plan, or make any other recommendation, that, in the opinion of the IRIS Committee, will assist in the timely and effective implementation of this Agreement and the Tripartite Governance Agreement.
- (2) If Sioux Valley Dakota Nation, Canada and Manitoba agree with a recommendation of the IRIS Committee made under (1), the IRIS Plan will be changed accordingly.

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PART 13:
DISPUTE RESOLUTION

69.0 Fundamental principle of dispute resolution

69.01 Best efforts to be made

- (1) Sioux Valley Dakota Nation, Canada and Manitoba will each use their best efforts to prevent or minimize disputes.
- (2) If a dispute arises, Sioux Valley Dakota Nation, Canada and Manitoba will each use their best efforts to resolve that dispute in:
 - (a) an expeditious and cost effective manner; and
 - (b) a non-adversarial, collaborative and informal atmosphere.
- (3) No legal obligations are created by (1) or (2).

70.0 Resolution of disputes generally

70.01 Application of this Article

- (1) Subject to (2), this Article applies to the resolution of disputes among Sioux Valley Dakota Nation, Canada and Manitoba, or between any two of them, with respect to the interpretation, application or implementation of:
 - (a) this Agreement or the Tripartite Governance Agreement;
 - (b) any agreement among Sioux Valley Dakota Nation, Canada and Manitoba, or between any two of them, that is ancillary or supplemental to this Agreement or the Tripartite Governance Agreement, if that agreement provides that this Article will apply to it; and
 - (c) any other agreement among Sioux Valley Dakota Nation, Canada and Manitoba, or between any two of them, if that agreement provides that this Article will apply to it.

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- (2) This Article does not apply to the resolution of a dispute:
 - (a) to which 71.0 [*Resolution of disputes arising in discussions or negotiations*] applies;
 - (b) to which 72.0 [*Resolution of disputes regarding application or validity of laws*] applies;
 - (c) regarding 36.04 [*Relationship between Sioux Valley Dakota Nation Laws and International Legal Obligations respecting taxation*], Part 10 [*Fiscal Relationship and Financial Arrangements*], or Part 11 [*Taxation Matters*];
 - (d) as to whether the expropriation of a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands is justifiable and necessary for a federal public purpose that serves the national interest; or
 - (e) with respect to the interpretation, application or implementation of the Sioux Valley Dakota Nation Financial Arrangements Agreement.

70.02 Overview of the dispute resolution process

- (1) If a dispute arises to which this Article applies, the resolution of the dispute will proceed through the following stages:
 - (a) collaborative, unassisted efforts by the IRIS Committee to resolve the dispute;
 - (b) consensual resolution of the dispute through a process of mediation facilitated by an independent third party; and
 - (c) adjudication of the dispute by an independent third party in arbitral proceedings.
- (2) Schedule “T” sets out the process for the resolution of disputes to which this Article applies.
- (3) Sioux Valley Dakota Nation, Canada and Manitoba may not commence judicial proceedings in respect of a dispute to which this Article applies, except as provided for in Schedule “T”.

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70.03 Dispute resolution process not restrictive

Despite 70.02(1) [*Overview of the dispute resolution process*], Sioux Valley Dakota Nation, Canada and Manitoba may agree to refer a dispute:

- (a) directly to mediation or arbitration; or
- (b) to a method of dispute resolution other than the methods described in that Subsection, including to the Manitoba Court of Queen's Bench

in order to resolve that dispute in an expeditious and cost effective manner.

71.0 Resolution of disputes arising in discussions or negotiations

71.01 Disputes preventing successful outcome in discussions or negotiations

- (1) This Section applies if a dispute arises during a discussion or negotiation provided for in this Agreement or the Tripartite Governance Agreement.
- (2) Sioux Valley Dakota Nation, Canada and Manitoba:
 - (a) acknowledge in the discussions and negotiations provided for in this Agreement and Tripartite Governance Agreement the importance of achieving an outcome that is agreed to by each of them and not imposed by a third party;
 - (b) despite (a), acknowledge that if a dispute arises between them in such a process, the use of an independent third party may be useful to assist, and facilitate, resolving that dispute; and
 - (c) agree that, if a dispute arises in such a process, facilitation by an independent third party may, where the parties to the dispute agree, be used to assist in resolving that dispute and achieving an outcome in that process.
- (3) If a dispute arises in any discussion or negotiation provided for in this Agreement or the Tripartite Governance Agreement, and the parties to the dispute agree to use a third party to assist in resolving that dispute, the dispute will be referred to mediation.

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- (4) If a dispute is referred to mediation, the mediation will be conducted under Schedule “T”.
- (5) Despite (4), should a dispute be referred to mediation and that mediation is subsequently terminated, the dispute may not be referred to arbitration unless the parties to the dispute agree otherwise.

71.02 Additional applications of this Article

This Article applies to:

- (a) any agreement among Sioux Valley Dakota Nation, Canada and Manitoba, or between any two of them, that is ancillary or supplemental to this Agreement or the Tripartite Governance Agreement, if that agreement provides that this Article applies to it; or
- (b) any other agreement among Sioux Valley Dakota Nation, Canada and Manitoba, or between any two of them, if that agreement provides that this Article applies to it.

71.03 Exceptions for some matters arising as a result of the expropriation of a parcel of Sioux Valley Dakota Nation Lands or an Interest in Sioux Valley Dakota Nation Lands

- (1) Despite 71.01(5) [*Disputes preventing successful outcome in discussions or negotiations*], should a dispute arise relating to the compensation to be provided by Canada to Sioux Valley Dakota Nation if Canada expropriates a parcel of Sioux Valley Dakota Nation Lands, or an Interest in Sioux Valley Dakota Nation Lands, and that dispute is not resolved through mediation, the dispute will be referred to arbitration.
- (2) Despite 71.01(5) [*Disputes preventing successful outcome in discussions or negotiations*], should a dispute arise relating to the terms and conditions in accordance with which a parcel of Sioux Valley Dakota Nation Lands that has been expropriated by Canada but which is no longer required for the purpose for which it was expropriated is to be returned to Sioux Valley Dakota Nation, or with respect to the disposition of any improvements on that parcel, and that dispute is not resolved through mediation, the dispute will be referred to arbitration.
- (3) If a dispute is referred to arbitration under (1) or (2), the arbitration will be conducted under Schedule “T”.

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72.0 Resolution of disputes regarding application or validity of laws

72.01 Disputes regarding the application or validity of laws

- (1) If a dispute arises among Sioux Valley Dakota Nation, Canada and Manitoba or between any two of them relating to:
 - (a) the validity of any exercise of Jurisdiction by Sioux Valley Dakota Nation;
 - (b) the application of a federal or provincial law to Sioux Valley Dakota Nation or on Sioux Valley Dakota Nation Lands;
 - (c) the application of a Sioux Valley Dakota Nation Law to Canada or Manitoba; or
 - (d) the resolution of an inconsistency between a Sioux Valley Dakota Nation Law and a federal or provincial law

the Manitoba Court of Queen's Bench has jurisdiction to determine the dispute.
- (2) A decision of the Manitoba Court of Queen's Bench made under (1) may be appealed to the Manitoba Court of Appeal and, with leave, to the Supreme Court of Canada.
- (3) Nothing in (1) prevents the parties to a dispute from resolving that dispute as between themselves at any time including, where the parties to that dispute agree appropriate, using mediation to attempt to resolve the dispute.
- (4) If a dispute is referred to mediation under (3), the mediation will be conducted under Schedule "T".

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PART 14:
AMENDMENT OF THIS AGREEMENT

73.0 Amending this Agreement

73.01 Agreement may be amended at any time

Sioux Valley Dakota Nation and Canada may amend this Agreement at any time.

73.02 Process where an amendment is proposed

- (1) Sioux Valley Dakota Nation or Canada may propose an amendment to this Agreement by giving notice to the other Party and Manitoba.
- (2) The notice will contain sufficient detail of the proposed amendment to allow the other Party and Manitoba to prepare their position on the proposed amendment.
- (3) Without limiting (1), a proposed amendment may provide that Sioux Valley Dakota Nation has Jurisdiction in relation to:
 - (a) a subject area that is not provided for in this Agreement; or
 - (b) a subject area as it relates to Sioux Valley Dakota Nation citizens who do not ordinarily reside on Sioux Valley Dakota Nation Lands.
- (4) If Sioux Valley Dakota Nation or Canada has proposed an amendment to this Agreement:
 - (a) the Party receiving the notice and Manitoba will have 60 days, or any longer period that Sioux Valley Dakota Nation, Canada and Manitoba agree, to provide their views about the proposed amendment;
 - (b) the Party receiving the notice, and Manitoba, will give a full and fair consideration of the proposed amendment in preparing their views;
 - (c) the Party receiving the notice, and Manitoba, will provide their views about the proposed amendment in writing;
 - (d) the Party proposing the amendment will give full and fair consideration of the views presented by the other Party and Manitoba; and

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- (e) one or more meetings will be held, if Sioux Valley Dakota Nation, Canada or Manitoba consider it appropriate, to:
 - (i) discuss the proposed amendment;
 - (ii) discuss the views of the Party receiving the notice and Manitoba; and
 - (iii) determine any appropriate process for addressing the proposed amendment.
- (5) Any time after one year from the date a notice was given under (1), Sioux Valley Dakota Nation, Canada or Manitoba may give 90 days notice that it is not prepared to consider the proposed amendment further.
- (6) If Sioux Valley Dakota Nation, Canada or Manitoba, has given notice under (5) that it is not prepared to consider a proposed amendment further, Sioux Valley Dakota Nation, Canada or Manitoba may propose the same, or a similar, amendment at any time two years after the date notice was given.

73.03 Sioux Valley Dakota Nation, Canada and Manitoba to bear own costs

If an amendment to this Agreement is proposed, Sioux Valley Dakota Nation, Canada and Manitoba will each be responsible for its own costs incurred in addressing that proposed amendment.

73.04 Process for additions to Sioux Valley Dakota Nation Lands

- (1) Despite 73.01 [*Agreement may be amended at any time*] and 73.02 [*Process where an amendment is proposed*], if Sioux Valley Dakota Nation proposes that a parcel of land be identified as Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation, Canada and Manitoba will proceed under Schedule “H”.
- (2) Despite (1), Schedule “H” does not apply if a parcel of Sioux Valley Dakota Nation Lands which has been expropriated by Canada is to be returned to Sioux Valley Dakota Nation.

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73.05 Process for proposed amendments to become legally effective

- (1) An amendment to this Agreement is effective only if:
 - (a) it is in writing;
 - (b) Sioux Valley Dakota Nation, Canada and Manitoba have approved it;
 - (c) Sioux Valley Dakota Nation and Canada have signed it;
 - (d) Sioux Valley Dakota Nation, Canada and Manitoba have taken all measures which they decide are needed to make the amendment legally effective; and
 - (e) subject to 73.06(2) to (4) [*Approval and coming into effect of amendments to Schedule “G”*], it has come into effect in accordance with its terms.
- (2) Subject to 73.06(1) [*Approval and coming into effect of amendments to Schedule “G”*], when approving an amendment, Sioux Valley Dakota Nation, Canada and Manitoba will each follow the same procedures they followed to approve this Agreement, with necessary changes.

73.06 Approval and coming into effect of amendments to Schedule “G”

- (1) If Schedule “G” is to be amended, that amendment will be approved:
 - (a) by Sioux Valley Dakota Nation by means of a resolution, order or other decision-making process of Sioux Valley Dakota Oyate Government;
 - (b) by Canada by means of an order of the Minister of Indian Affairs and Northern Development; and
 - (c) by Manitoba by approval in writing of the Minister of Aboriginal and Northern Affairs.
- (2) If Canada retains title to Sioux Valley Dakota Nation Lands, and the purpose of an amendment to Schedule “G” is to identify a parcel of land as Sioux Valley Dakota Nation Lands, that amendment will not come into effect until the parcel has been set apart by Canada as “reserve” as defined in the *Indian Act*.

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- (3) If the purpose of an amendment to Schedule “G” is to reflect the sale of a parcel of Sioux Valley Dakota Nation Lands, that amendment will not come into effect until title to the parcel has vested in the name of the purchaser.
- (4) If the purpose of an amendment to Schedule “G” is as a result of a parcel of Sioux Valley Dakota Nation Lands being expropriated, that amendment will not come into effect until Canada has consented to the expropriation.

73.07 Necessary measures to make an amendment legally effective

- (1) Sioux Valley Dakota Nation, Canada and Manitoba will take all necessary measures to make an amendment to this Agreement legally effective.
- (2) Sioux Valley Dakota Nation will involve Canada and Manitoba before taking any necessary measures to make an amendment legally effective.
- (3) Canada will involve Sioux Valley Dakota Nation and Manitoba before taking any necessary measures to make an amendment legally effective.
- (4) If Sioux Valley Dakota Nation or Canada intends to make a law to make an amendment legally effective, 87.02 [*Sioux Valley Dakota Nation and Manitoba to be involved during drafting of legislation*] applies with necessary changes.

73.08 Public record of amendment

Sioux Valley Dakota Nation, Canada and Manitoba will make a copy of an amendment to this Agreement available wherever a copy of this Agreement is kept under 74.0 [*Public record of this Agreement and Tripartite Governance Agreement*].

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PART 15:
MISCELLANEOUS PROVISIONS

74.0 Public record of this Agreement and Tripartite Governance Agreement

74.01 Copy kept by Sioux Valley Dakota Nation

Sioux Valley Dakota Nation will keep a copy of this Agreement and the Tripartite Governance Agreement in its administrative offices.

74.02 Copy kept by Canada

Canada will keep a copy of this Agreement and the Tripartite Governance Agreement in:

- (a) the Library of Parliament;
- (b) the library of the Department of Indian Affairs and Northern Development in the National Capital Region;
- (c) the regional office of the Department of Indian Affairs and Northern Development in Winnipeg, Manitoba; and
- (d) any other places that Canada considers appropriate.

74.03 Copy kept by Manitoba

Manitoba will keep a copy of this Agreement and the Tripartite Governance Agreement in the library of the Legislative Assembly of Manitoba and in other places that Manitoba considers appropriate.

75.0 Entire agreement

75.01 This Agreement is entire agreement

- (1) This Agreement is the entire agreement between Sioux Valley Dakota Nation and Canada as of the date this Agreement comes into effect.
- (2) Sioux Valley Dakota Nation and Canada have not relied on any representation or promise made by the other, unless it is set out in this Agreement.

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75.02 This Agreement replaces previous agreements

This Agreement replaces all previous agreements between Sioux Valley Dakota Nation and Canada made as a result of the Framework Agreement dated July 3, 1991, including:

- (a) all sub-Agreements in Principle; and
- (b) the Comprehensive Agreement-in-Principle dated March 2, 2001.

75.03 Further assurances

Sioux Valley Dakota Nation and Canada will do whatever is necessary to carry out this Agreement.

76.0 Assignment and operation

76.01 Assignment

- (1) Sioux Valley Dakota Nation may not assign its obligations under this Agreement.
- (2) Subsection (1) does not apply where Sioux Valley Dakota Nation delegates a government function, including delegating the Jurisdiction necessary, or taking other actions, to permit that government function to be carried out.
- (3) Canada may not assign its obligations under this Agreement.

76.02 Benefit and binding effect

- (1) This Agreement benefits and binds Sioux Valley Dakota Nation, its successors and agents.
- (2) This Agreement benefits and binds Her Majesty the Queen in right of Canada, Her heirs, successors and agents.

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77.0 Participation in benefits by leaders and officials

77.01 Members of government bodies

- (1) No member of the elected council of Sioux Valley Dakota Nation, or leader or official of Sioux Valley Dakota Oyate Government, is entitled to enjoy any benefits under this Agreement.
- (2) No member of the House of Commons or the Senate of Canada is entitled to enjoy any benefits under this Agreement.
- (3) Despite (1) and (2), an individual who is a Sioux Valley Dakota Nation citizen is entitled to enjoy the same benefits under this Agreement as all other Sioux Valley Dakota Nation citizens.
- (4) Despite (1) and (2), an individual who is not a Sioux Valley Dakota Nation citizen but who ordinarily resides on Sioux Valley Dakota Nation Lands is entitled to enjoy the same benefits under this Agreement as all other similar individuals.

78.0 Warranties

78.01 Warranties by Sioux Valley Dakota Nation

Sioux Valley Dakota Nation warrants that:

- (a) there were no existing, or pending, legal proceedings that would have prevented it from signing this Agreement and the Tripartite Governance Agreement;
- (b) no legal impediment prevented it from signing this Agreement and the Tripartite Governance Agreement; and
- (c) by signing, and complying, with this Agreement and the Tripartite Governance Agreement, it will not breach any other agreement to which it is a party as of the date this Agreement comes into effect.

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78.02 Warranties by Canada

Canada warrants that:

- (a) there were no existing, or pending, legal proceedings that would have prevented it from signing this Agreement and the Tripartite Governance Agreement;
- (b) no legal impediment prevented it from signing this Agreement and the Tripartite Governance Agreement; and
- (c) by signing, and complying, with this Agreement and the Tripartite Governance Agreement, it will not breach any other agreement to which it is a party as of the date this Agreement comes into effect.

79.0 Liability and indemnification

79.01 No release by Sioux Valley Dakota Nation

- (1) A legal obligation that Canada or Manitoba owes to Sioux Valley Dakota Nation, and that existed before the date this Agreement comes into effect, continues despite, and is not affected by, this Agreement, except as otherwise provided for in this Agreement or the Tripartite Governance Agreement.
- (2) This Agreement, and the Tripartite Governance Agreement, do not prevent, or affect, any claim Sioux Valley Dakota Nation may have against Canada or Manitoba in the future, except as otherwise provided for in this Agreement or the Tripartite Governance Agreement.

79.02 No release by Canada

- (1) A legal obligation that Sioux Valley Dakota Nation or Manitoba owes to Canada, and that existed before the date this Agreement comes into effect, continues despite, and is not affected by, this Agreement, except as otherwise provided for in this Agreement or the Tripartite Governance Agreement.
- (2) This Agreement, and the Tripartite Governance Agreement, do not prevent, or affect, any claim Canada may have against Sioux Valley Dakota Nation or Manitoba in the future, except as otherwise provided for in this Agreement or the Tripartite Governance Agreement.

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79.03 No assumption of liability of one Party for acts of the other Party

- (1) Sioux Valley Dakota Nation is not liable for the acts, omissions or negligence of:
 - (a) Canada or any agent of Canada; or
 - (b) Manitoba or any agent of Manitoba.
- (2) Canada is not liable for the acts, omissions or negligence of:
 - (a) Sioux Valley Dakota Nation or any agent of Sioux Valley Dakota Nation;
or
 - (b) Manitoba or any agent of Manitoba.

79.04 No agency

- (1) Sioux Valley Dakota Nation is not the agent of Canada or Manitoba.
- (2) Canada is not the agent of Sioux Valley Dakota Nation or Manitoba.
- (3) Manitoba is not the agent of Sioux Valley Dakota Nation or Canada.

79.05 Indemnification

- (1) Canada will indemnify Sioux Valley Dakota Nation and its agents from all claims that arise as a result of an omission or wrongful or negligent act of Canada or its agents.
- (2) Sioux Valley Dakota Nation will indemnify Canada and its agents from all claims that arise as a result of an omission or wrongful or negligent act of Sioux Valley Dakota Nation or its agents.

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80.0 Limits on challenges to Agreement

80.01 Limits on challenges

Sioux Valley Dakota Nation, Canada and Manitoba will not challenge, or support a challenge to, the validity of:

- (a) a provision of this Agreement or the Tripartite Governance Agreement; or
- (b) any legislation passed, or additional measures taken, by Canada or Manitoba to give legal effect to this Agreement.

81.0 Judicial determinations of validity

81.01 Effect of invalidity or unenforceability

- (1) If a court finally determines that any provision of this Agreement is invalid or unenforceable:
 - (a) the provision will be treated as if it had been severed from this Agreement to the extent of the invalidity or unenforceability;
 - (b) Sioux Valley Dakota Nation and Canada will do their best to amend this Agreement to remedy or replace the provision; and
 - (c) the rest of the provision and this Agreement:
 - (i) remain in full force; and
 - (ii) are to be interpreted, as far as possible, to give effect to the intentions of Sioux Valley Dakota Nation and Canada.
- (2) If a court finally determines that any provision of the Federal Implementing Legislation, or any additional measures taken, by Canada to give legal effect to this Agreement, is invalid, Canada will do its best to amend the legislation or change those measures, if that is necessary to remedy the invalidity.

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- (3) Sioux Valley Dakota Nation, Canada and Manitoba will not assert any claim, liability or demand if a court finds:
 - (a) a provision of this Agreement or the Tripartite Governance Agreement is invalid or unenforceable; or
 - (b) any legislation passed, or additional measures taken, by Canada or Manitoba to give legal effect to this Agreement is invalid or unenforceable.

82.0 Notices among Sioux Valley Dakota Nation, Canada and Manitoba

82.01 Method of giving notice

- (1) Sioux Valley Dakota Nation, Canada and Manitoba will give each other a postal address and fax number for delivery of notices under this Agreement.
- (2) A notice required or permitted to be given under this Agreement may be:
 - (a) delivered in person;
 - (b) sent by fax; or
 - (c) mailed by prepaid registered post.
- (3) A notice will be considered to have been given and received:
 - (a) if delivered, on the next business day after the day on which it was received;
 - (b) if sent by fax and the sender receives confirmation of the transmission, on the day on which it was sent; or
 - (c) if mailed by prepaid registered post in Canada, on the day when the postal receipt is dated.
- (4) Sioux Valley Dakota Nation, Canada and Manitoba will not give a notice by post during a postal strike or lockout.

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83.0 Information exchange

83.01 Freedom of information and privacy

- (1) Sioux Valley Dakota Nation and Canada may enter into agreements about the collection, use, disclosure and confidentiality of information.
- (2) If Sioux Valley Dakota Nation requests Canada to disclose information, Canada will address the request as if it were a request by a provincial government.
- (3) Despite (2), Canada need not disclose information to Sioux Valley Dakota Nation that:
 - (a) is available only to a particular provincial government or governments;
 - (b) a federal law requires Canada to withhold or otherwise prevents disclosure; or
 - (c) a federal law allows Canada to disclose the information only if specific conditions are met and those conditions are not met.
- (4) Canada need not provide confidential information to Sioux Valley Dakota Nation unless Sioux Valley Dakota Nation provides sufficient assurance of confidentiality under a Sioux Valley Dakota Nation Law or an agreement with Canada.
- (5) For the purposes of the *Access to Information Act* and the *Privacy Act*, Canada will treat information that it receives in confidence from Sioux Valley Dakota Nation in the same way that it treats information it receives in confidence from provincial governments.
- (6) Despite any other provision in this Section, Sioux Valley Dakota Nation and Canada need not disclose information that it may withhold under legal privilege.
- (7) Without limiting (6), Canada need not disclose information that Canada may withhold under sections 37 to 39 of the *Canada Evidence Act*.
- (8) For the purposes of *The Freedom of Information and Protection of Privacy Act*, Manitoba will treat information it receives in confidence from Sioux Valley Dakota Oyate Government as information provided in confidence from another government.

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84.0 Applications by other First Nations for reserve creation

84.01 Canada to give notice to Sioux Valley Dakota Nation

- (1) If Canada receives an application by a First Nation, other than Sioux Valley Dakota Nation, to set a parcel of land apart as “reserve” as defined in the *Indian Act* and that parcel of land is:
 - (a) within 30 kilometers from a boundary of those Sioux Valley Dakota Nation Lands presently known as “Sioux Valley Dakota Nation Reserve” (and formerly known as “Indian Reserve No. 58”); or
 - (b) within the boundaries of the City of Brandon, Manitoba

Canada will give notice of that application to Sioux Valley Dakota Nation within 90 days of receiving that application.

- (2) Canada has no further obligation under (1) other than to give Sioux Valley Dakota Nation notice of the application by the other First Nation to have the parcel set apart as “reserve”.
- (3) Without limiting (2), Canada is not obliged to delay or cease consideration, or processing, of the application by the other First Nation to have the parcel set apart as “reserve”.

85.0 Services by federal institutions

85.01 Official Languages Act applies

- (1) Services provided on Sioux Valley Dakota Nation Lands by a “federal institution”, as defined in the *Official Languages Act*, will be provided in accordance with that *Act*.
- (2) Sioux Valley Dakota Oyate Government and entities, structures or mechanisms, including bodies, boards, commissions or tribunals, established under Sioux Valley Dakota Nation Laws are not “federal institutions” as defined in the *Official Languages Act*.

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86.0 Schedules

86.01 Schedules to this Agreement

The following Schedules are attached to this Agreement:

- “A”** Legislation referred to in the Governance Agreement
- “B”** Matters to be provided for in a Sioux Valley Dakota Nation Law dealing with the environmental assessment of Projects on Sioux Valley Dakota Nation Lands
- “C”** Manner in which Sioux Valley Dakota Nation, Canada and Manitoba will proceed where undertakings, works or physical activities may have significant harmful environmental effects
- “D”** Provisions of the *Indian Act* that no longer apply upon this Agreement coming into effect
- “E”** Provisions of the *Indian Act* that no longer apply upon certain Sioux Valley Dakota Nation Laws coming into effect
- “F”** Provisions of the *Indian Act* that no longer apply on certain transfers being completed
- “G”** Description of Sioux Valley Dakota Nation Lands
- “H”** Process for the consideration of proposed additions to Sioux Valley Dakota Nation Lands
- “I”** Dispute Resolution Process
- “J”** Community Approval Process.

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**PART 16:
LEGAL MEASURES**

87.0 Measures to give legal effect to this Agreement

87.01 Measures to be recommended by Canada

- (1) Canada will recommend the Federal Implementing Legislation to the Parliament of Canada, and undertake any other measures, necessary to give legal effect to this Agreement.
- (2) Without limiting (1), it is contemplated that the Federal Implementing Legislation will provide that:
 - (a) the capacities of Sioux Valley Dakota Nation and Sioux Valley Dakota Oyate Government provided for in Part 3 [*Capacity of Sioux Valley Dakota Oyate Government*] are given legal recognition; and
 - (b) Sioux Valley Dakota Nation Laws made in accordance with this Agreement will have the force of law.

87.02 Sioux Valley Dakota Nation and Manitoba to be involved during drafting of legislation

- (1) Canada will involve Sioux Valley Dakota Nation and Manitoba during the drafting of the Federal Implementing Legislation before the legislation is tabled in the Parliament of Canada.
- (2) This involvement will include:
 - (a) ensuring that Sioux Valley Dakota Nation and Manitoba have a reasonable period of time to consider drafts of the legislation;
 - (b) ensuring Sioux Valley Dakota Nation and Manitoba have a reasonable period of time to prepare comments about drafts of the legislation and provide those comments to Canada; and
 - (c) giving full and fair consideration to any comments provided by Sioux Valley Dakota Nation or Manitoba about drafts of the legislation.

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- (3) Canada will involve Sioux Valley Dakota Nation and Manitoba with respect to any measures, other than the Federal Implementing Legislation, that Canada intends to take to ensure this Agreement is legally effective.

87.03 Future amendments of legislation or other measures

- (1) Once the Federal Implementing Legislation is enacted by the Parliament of Canada and proclaimed in force, Canada will not recommend any amendment to that legislation unless Canada has involved Sioux Valley Dakota Nation and Manitoba during the drafting of that amendment.
- (2) Subsection 87.02(2) [*Sioux Valley Dakota Nation and Manitoba to be involved during drafting of legislation*] applies to the involvement of Sioux Valley Dakota Nation and Manitoba in the drafting of any amendment to the Federal Implementing Legislation with necessary changes.

87.04 Additional measures

Canada will undertake any measures necessary to give legal effect to this Agreement in addition to those referred to in 87.01 [*Measures to be recommended by Canada*], where either:

- (a) Sioux Valley Dakota Nation, Canada and Manitoba agree that legislation is, or other measures are, necessary or desirable for that purpose; or
- (b) a court of competent jurisdiction determines that this Agreement, or any provision of this Agreement, is not legally effective as a result of legislation that is, or other measures that are, required by Canada.

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PART 17:
COMING INTO EFFECT

88.0 Date this Agreement comes into effect

88.01 Agreement comes into effect when legal measures in effect

Subject to 88.02 [*Coming into effect of Part 16*], this Agreement comes into effect on the day on which the last of the following occurs:

- (a) the Federal Implementing Legislation, and any additional measures undertaken by Canada, to give legal effect to this Agreement all have come into effect; and
- (b) the legislation to be enacted by the Legislative Assembly of Manitoba, and any additional measures undertaken by Manitoba, to give legal effect to this Agreement all have come into effect.

88.02 Coming into effect of Part 16

Part 16 [*Legal Measures*] comes into effect on the day when the last of the following occurs:

- (a) this Agreement has been signed by both Sioux Valley Dakota Nation and Canada; and
- (b) the Tripartite Governance Agreement has been signed by all of Sioux Valley Dakota Nation, Canada and Manitoba.

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**SCHEDULE “A”
Legislation referred to in the Governance Agreement**

This is the schedule referred to in Section 1.03 of the Governance Agreement [Statutory References].

The legislation referred to in the Governance Agreement is as follows:

- Acts constituting part of the Constitution of Canada:

Constitution Act, 1867
Constitution Act, 1982

- Acts of the Parliament of Canada:

Access to Information Act, R.S.C. 1985, c. A-1
Canada Health Act, R.S.C. 1985, c. C-6
Canada Lands Surveys Act, R.S.C. 1985, c. L-6
Canadian Environmental Assessment Act, 2012, S.C. 2012, c.19, s.52
Canadian Environmental Protection Act, 1999, S.C. 1999, c. 33
Commercial Arbitration Act, R.S.C. 1985, c. 17 (2nd Supp.)
Criminal Code, R.S.C. 1985, c. C-46
Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50
Federal Courts Act, R.S.C. 1985, c. F-7
Federal Real Property and Federal Immovables Act, S.C. 1991, c. 50
Firearms Act, S.C. 1995, c. 39
First Nations Fiscal Management Act, S.C. 2005, c. 9
Indian Act, R.S.C. 1985, c. I-5
Interpretation Act, R.S.C. 1985, c. I-21
Manitoba Claims Settlements Implementation Act, S.C. 2000, c. 33
Marriage (Prohibited Degrees) Act, S.C. 1990, c. 46
National Energy Board Act, R.S.C. 1985, c. N-7
Official Languages Act, R.S.C. 1985, c. 31 (4th Supp.)
Privacy Act, R.S.C. 1985, c. P-21
Statutory Instruments Act, R.S.C. 1985, c. S-22

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- Acts of the Legislature of Manitoba:

The Environment Act, C.C.S.M., c. E125

The Court of Queen's Bench Small Claims Practices Act, C.C.S.M., c. C285

The Freedom of Information and Protection of Privacy Act, C.C.S.M., c. F175

The Police Services Act, C.C.S.M., c. P94.5

The Provincial Court Act, C.C.S.M., c. C275

The Securities Act, C.C.S.M., c. S50

The Vital Statistics Act, C.C.S.M., c. V60

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SCHEDULE “B”

**Matters to be provided for in a Sioux Valley Dakota Nation Law dealing with the
Environmental Assessment of Projects on Sioux Valley Dakota Nation Lands**

*This is the schedule referred to in Section 16.03(3) of the Governance Agreement [Laws about
environmental assessment].*

1.01 Definitions

In this Schedule:

Environmental Effects means “environmental effects” as defined in the *Canadian Environmental Assessment Act, 2012*.

Proponent means “proponent” as defined in the *Canadian Environmental Assessment Act, 2012*.

Project means:

- (a) an undertaking, work or physical activity that is a “designated project” or “project” as defined in the *Canadian Environmental Assessment Act, 2012*; or
- (b) an undertaking, work or physical activity that is subject to environmental assessment under a Sioux Valley Dakota Nation Law made under 16.03(1) of the Governance Agreement [*Laws about environmental assessment*].

2.01 Projects subject to environmental assessment to be described

- (1) A Sioux Valley Dakota Nation Law dealing with the environmental assessment of Projects on Sioux Valley Dakota Nation Lands will describe the types of Projects that require environmental assessment.
- (2) In addition to any other types of Projects that may be so described, a Sioux Valley Dakota Nation Law dealing with environmental assessment will provide that any type of Project that requires an environmental assessment under the *Canadian Environmental Assessment Act, 2012* will require an environmental assessment under Sioux Valley Dakota Nation Law.

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3.01 Factors to be considered in an environmental assessment

A Sioux Valley Dakota Nation Law dealing with the environmental assessment of Projects on Sioux Valley Dakota Nation Lands will provide that, where an environmental assessment of a Project is required, the following factors will be considered:

- (a) the Environmental Effects of the Project, including:
 - (i) the Environmental Effects of malfunctions or accidents that may occur in connection with the Project; and
 - (ii) the cumulative effect of all Environmental Effects that are likely to result from the Project and other existing, or expected new, Projects;
- (b) the significance of the Environmental Effects of the Project;
- (c) public comments about the Project;
- (d) any change or work that is technically and economically possible to reduce, or avoid, any significant harmful Environmental Effects of the Project; and
- (e) if the Project is likely to have significant harmful Environmental Effects:
 - (i) the purpose of the Project;
 - (ii) any alternative means of carrying out the Project that are technically possible and their Environmental Effects;
 - (iii) the need for, and the requirements of, any follow-up actions regarding the Project; and
 - (iv) if renewable resources are likely to be significantly affected by the Project, the ability of those resources to meet present and future needs.

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4.01 Process for an environmental assessment

- (1) A Sioux Valley Dakota Nation Law dealing with the environmental assessment of Projects on Sioux Valley Dakota Nation Lands will provide that where an environmental assessment of a Project is to be undertaken:
 - (a) the Project will not proceed until the environmental assessment is undertaken and the Project has been approved in accordance with Sioux Valley Dakota Nation Law;
 - (b) a public review is undertaken where a Project is likely to have significant harmful Environmental Effects;
 - (c) rules are in place for public participation and public access to information during the environmental assessment;
 - (d) any Sioux Valley Dakota Nation public body with decision-making power in relation to a Project will:
 - (i) consider the environmental assessment;
 - (ii) if applicable and, if technically and economically feasible, consider changes or work to reduce or avoid significant harmful Environment Effects before taking any action or making any decision that would allow the Project to be started; and
 - (iii) if (ii) applies, make sure that these changes are, or this work is, completed;
 - (e) Proponents of Projects pay the costs of the environmental assessment process, including the costs of:
 - (i) preparing the report on the impact of the Project on the Environment;
 - (ii) any changes or work to reduce or avoid significant harmful Environmental Effects;
 - (iii) follow-up programs; and
 - (iv) public participation during the environmental assessment.

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- (2) While the process for the environmental assessment of Projects on Sioux Valley Dakota Nation Lands will provide for public participation, any Sioux Valley Dakota Nation public body with decision-making power in relation to a Project, in carrying out its duties set out in (1)(d), will take into account only relevant considerations that result from that public participation.

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SCHEDULE “C”
**Manner in which Sioux Valley Dakota Nation, Canada and Manitoba will proceed
where undertakings, works or physical activities may have
significant harmful environmental effects**

*This is the schedule referred to in Section 16.04 of the Governance Agreement [Process where
undertakings, works and physical activities may have significant harmful effects].*

1.01 Definitions

In this Schedule:

Development means “development” as defined in *The Environment Act*.

Environmental Effects means “environmental effects” as defined in the *Canadian Environmental Assessment Act, 2012*.

Project means:

- (a) an undertaking, work or physical activity that is a “designated project” or “project” as defined in the *Canadian Environmental Assessment Act, 2012*; or
- (b) an undertaking, work or physical activity that is subject to environmental assessment under a Sioux Valley Dakota Nation Law made under 16.03(1) of the Governance Agreement [*Laws about environmental assessment*].

2.01 Projects on Sioux Valley Dakota Nation Lands with Environment Effects off Sioux Valley Dakota Nation Lands

If a Project subject to an environmental assessment process under a Sioux Valley Dakota Nation Law may reasonably be expected to have significant harmful Environmental Effects on lands that are not Sioux Valley Dakota Nation Lands:

- (a) Sioux Valley Dakota Nation will make sure that Canada and Manitoba:
 - (i) receive timely notice of, and relevant information which Sioux Valley Dakota Nation has about, the Project and its possible Environmental Effects; and
 - (ii) are consulted and given an opportunity to participate in the environmental assessment; and

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- (b) where Sioux Valley Dakota Nation establishes a review body as part of the environmental assessment process of the Project, Canada and Manitoba may:
 - (i) make presentations to the review body; and
 - (ii) each appoint someone to sit on the review body, except where the review body is a decision-making body.

3.01 Projects off Sioux Valley Dakota Nation Lands with Environmental Effects on Sioux Valley Dakota Nation Lands

If a Project off Sioux Valley Dakota Nation Lands is subject to the *Canadian Environmental Assessment Act, 2012* and may reasonably be expected to have significant harmful Environmental Effects on Sioux Valley Dakota Nation Lands:

- (a) Canada will make sure that Sioux Valley Dakota Nation:
 - (i) receives timely notice of, and relevant information which Canada has about, the Project and its possible Environmental Effects (subject to the *Privacy Act*); and
 - (ii) is consulted about and given an opportunity to participate in the environmental assessment of the Project; and
- (b) where Canada establishes a review panel under the *Canadian Environmental Assessment Act, 2012* to provide advice or make recommendations about the Environmental Effects of the Project, Sioux Valley Dakota Nation may:
 - (i) make presentations to the review panel; and
 - (ii) appoint someone to sit on the review panel, except where the review panel is a decision-making body.

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4.01 Developments off Sioux Valley Dakota Nation Lands with environmental effects on Sioux Valley Dakota Nation Lands

If a Development off Sioux Valley Dakota Nation Lands is subject to licensing under *The Environment Act* and may reasonably be expected to have significant harmful environmental effects on Sioux Valley Dakota Nation Lands:

- (a) Manitoba will make sure that Sioux Valley Dakota Nation:
 - (i) receives timely notice of, and relevant information which Manitoba has about, the Development and its possible environmental effects; and
 - (ii) is consulted about and given an opportunity to participate in the environmental assessment of the Development; and
- (b) where Manitoba refers the application for a licence for the Development to the Clean Environment Commission for that commission to provide advice or recommendations, Sioux Valley Dakota Nation will be entitled to participate in the hearings of the commission.

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**SCHEDULE “D”
Provisions of the *Indian Act* that no longer apply
upon this Agreement coming into effect**

This is the schedule referred to in Section 34.01(2) of the Governance Agreement [Continued application of the Indian Act].

The following sections and regulations of the *Indian Act* no longer apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons on Sioux Valley Dakota Nation Lands:

Subsection 4(2), as that subsection relates to sections 8 to 14.3

Section 8

Section 9

Section 10

Section 11

Section 12

Section 13

Section 13.1

Section 13.2

Section 13.3

Section 14

Section 14.1, as that subsection relates to the “band list” of Sioux Valley Dakota Nation

Section 14.2, as that subsection relates to the “band list” of Sioux Valley Dakota Nation

Section 14.3, as that subsection relates to the “band list” of Sioux Valley Dakota Nation

Subsection 15(5), as that subsection relates to Sioux Valley Dakota Nation Trust Moneys

Subsection 16(2), as that subsection relates to Sioux Valley Dakota Nation Trust Moneys

Section 17, as that section relates to Sioux Valley Dakota Nation Trust Moneys

Section 32

Section 33

Section 34

Section 35

Section 52.1

Section 52.4, as that section relates to Sioux Valley Dakota Nation Trust Moneys and Section 52.1

Section 61

Section 62

Section 63

Section 64

Section 64.1

Section 65

Section 66

Section 67

Section 68

Section 69

Section 71

Section 73

Section 74

Section 75

Section 76

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Section 77
Section 78
Section 79
Section 80
Section 81
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Section 85.1
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Section 91
Section 92
Section 93
Section 103
Section 104
Section 105
Section 106
Section 107
Section 108

Calculation of Interest Regulations
Disposal of Forfeited Goods and Chattels Regulations
Indian Band Council Borrowing Regulations
Indian Band Council Method of Election Regulations
Indian Band Council Election Order
Indian Band Council Procedure Regulations
Indian Band Election Regulations
Indian Referendum Regulations

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SCHEDULE “E”
**Provisions of the *Indian Act* that no longer apply upon
certain Sioux Valley Dakota Nation Laws coming into effect**

*This is the schedule referred to in Section 34.01(3) of the Governance Agreement [Continued
application of the Indian Act].*

Upon a Sioux Valley Dakota Nation Law coming into effect in a subject area identified in the left hand column, those sections and regulations of the *Indian Act* set out in right hand column will cease to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons on Sioux Valley Dakota Nation Lands:

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Sioux Valley Dakota Nation Lands	<p>Definition of “Indian Moneys”, as that definition relates to revenue from Sioux Valley Dakota Nation Lands or moneys received from the sale of Sioux Valley Dakota Nation Lands</p> <p>Subsection 2(2)</p> <p>Subsection 2(3)</p> <p>Subsection 4(2), as that subsection relates to sections 37 to 41, as those sections relate to designated Sioux Valley Dakota Nation Lands</p> <p>Subsection 18(2), as that subsection relates to use of Sioux Valley Dakota Nation Lands</p> <p>Section 18.1</p> <p>Section 19</p> <p>Section 20</p> <p>Section 21, where Sioux Valley Dakota Nation has established its own land registry</p> <p>Section 22</p> <p>Section 23</p> <p>Section 24</p> <p>Section 25</p> <p>Section 26</p> <p>Section 27</p> <p>Section 28</p> <p>Section 29</p> <p>Section 30</p> <p>Section 31</p> <p>Section 36, except as that section relates to absolutely surrendered Sioux Valley Dakota Nation Lands</p> <p>Subsection 37(2)</p> <p>Subsection 38(2)</p> <p>Section 39, as that section relates to designated Sioux Valley Dakota Nation Lands</p> <p>Section 40, as that section relates to designated Sioux Valley Dakota Nation Lands</p> <p>Section 41, as that section relates to designated Sioux Valley Dakota Nation Lands</p> <p>Section 53, as that section relates to designated Sioux Valley Dakota Nation Lands</p> <p>Section 54, as that section relates to designated Sioux Valley Dakota Nation Lands</p> <p>Subsection 55(1), where Sioux Valley Dakota Nation has established its own land registry</p> <p>Subsection 55(2)</p> <p>Subsection 55(3)</p> <p>Subsection 55(4)</p> <p>Section 56</p> <p>Section 57</p> <p>Section 58</p> <p>Section 59</p> <p>Section 60</p> <p>Section 89, as that section relates to Sioux Valley Dakota Nation Lands and Interests</p> <p><i>Indian Reserve Waste Disposal Regulations</i></p>
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Education	<p>Subsection 4(3) as that subsection relates to sections 114 to 122</p> <p>Section 114</p> <p>Section 115</p> <p>Section 116</p> <p>Section 117</p> <p>Section 118</p> <p>Section 119</p> <p>Section 120</p> <p>Section 121</p> <p>Section 122</p>
Estates	<p>Subsection 4(3), as that subsection relates to sections 42 to 50</p> <p>Section 42</p> <p>Section 43</p> <p>Section 44</p> <p>Section 45</p> <p>Section 46</p> <p>Section 47</p> <p>Section 48</p> <p>Section 49</p> <p>Section 50</p> <p>Section 50.1</p> <p><i>Indian Estates Regulations</i>, as that regulation relates to estates not under the administration of Canada (or an employee or agent of Canada holding property in a representative capacity)</p>
Property of Persons without Legal Capacity who are children	<p>Section 52, except with respect to property under the administration of Canada</p> <p>Section 52.1, except with respect to property under the administration of Canada</p> <p>Section 52.2, except with respect to property under the administration of Canada</p> <p>Section 52.3, except with respect to property under the administration of Canada</p> <p>Section 52.4, except with respect to property under the administration of Canada</p> <p>Section 52.5, except with respect to property under the administration of Canada</p>
Property of Persons without Legal Capacity who are not children	<p>Section 52, except with respect to property under the administration of Canada</p>
Security interests in personal property	<p>Section 89 as it relates to personal property in respect of which the Sioux Valley Dakota Nation Law permits security interests to be created</p>

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SCHEDULE “F”
Provisions of the *Indian Act* that no longer apply
on certain transfers being completed

This is the schedule referred to in Section 34.01(5) of Governance Agreement [Continued application of the Indian Act].

Upon the completion of a transfer by Canada of the type described in the left hand column (following a request by Sioux Valley Dakota Nation), those sections, and regulations, of the *Indian Act* described in right hand column will cease to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons on Sioux Valley Dakota Nation Lands.

Transfer by Canada of property held by Canada (or an employee or agent of Canada in a representative capacity) for the benefit of the heirs of a deceased Sioux Valley Dakota Nation Citizen or a Person without Legal Capacity	Subsection 4(3), as that subsection relates to Sections 51 and 52 Section 51 Section 52 Section 52.2 Section 52.3 Section 52.4, as that section relates to Sections 52.2 and 52.3 Section 52.5 <i>Indian Estates Regulations</i> , as that regulation relates to estates under the administration of Canada (or an employee or agent of Canada holding property in a representative capacity)
Transfer by Canada of title in Sioux Valley Dakota Nation Lands	Those sections, and regulations, of the <i>Indian Act</i> that will cease to apply to Sioux Valley Dakota Nation, Sioux Valley Dakota Nation Lands and persons on Sioux Valley Dakota Nation Lands upon Canada completing the transfer of title to Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation will be provided for in any amendment to this Agreement that results from the proposal by Sioux Valley Dakota Nation made under 40.02(1) [<i>Process if Sioux Valley Dakota Nation requests title in Sioux Valley Dakota Nation Lands</i>]

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**SCHEDULE “G”
Description of Sioux Valley Dakota Nation Lands**

This is the schedule referred to in Section 39.01 of Governance Agreement [Sioux Valley Dakota Nation Lands described].

All those lands comprising Sioux Valley Dakota Nation Reserve (formerly known as Indian Reserve No. 58) in the Province of Manitoba.

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SCHEDULE “H”
Process for the consideration of
proposed additions to Sioux Valley Dakota Nation Lands

This is the schedule referred to in Section 39.03(1) of the Governance Agreement [Identification of additional lands as Sioux Valley Dakota Nation Lands].

1.0 Application

1.01 Application of this Schedule

- (1) This Schedule applies if Sioux Valley Dakota Nation has acquired, or intends to acquire, lands within the boundaries of the Province of Manitoba on which it proposes Sioux Valley Dakota Nation Laws apply.
- (2) This Schedule does not apply to other lands which Sioux Valley Dakota Nation acquires, or intends to acquire.

2.0 Definitions

2.01 Defined words

In this Schedule:

Additions to Reserves / New Reserves Policy means the policy of the Department of Indian Affairs and Northern Development relating to reserve creation and additions contained in chapter 10 of the “Land Management Manual” of that department dated September 27, 2001, as clarified or amended from time to time.

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Municipal Development and Services Agreement means an agreement between Sioux Valley Dakota Nation and a municipality, concluded in anticipation of a parcel of land located in the municipality being identified as Sioux Valley Dakota Lands and which may provide for, among other matters:

- (a) use of infrastructure (including sewer and water facilities, roads, sidewalks and waste disposal sites servicing the land) after the parcel is identified as Sioux Valley Dakota Lands;
- (b) continuation, or extension of services, (including sewer and water, garbage collection, snow removal, fire protection, policing, public utilities, infrastructure maintenance and other similar municipal services) to that parcel after the parcel is identified as Sioux Valley Dakota Lands;
- (c) the rates of payment, or the means of determining rates of payment, for the actual and direct costs incurred by the municipality in permitting Sioux Valley Dakota Nation to use its infrastructure or in providing services to that parcel and the timing and enforcement of payment for the use of that infrastructure and the provision of those services;
- (d) any need for joint land use planning and development between Sioux Valley Dakota Nation and the municipality;
- (e) the maintenance of reasonably compatible use of that parcel, and of adjoining land in the municipality, by the enactment of laws for zoning and development; and
- (f) the resolution of disputes between Sioux Valley Dakota Nation and the municipality.

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3.0 Consideration of a Parcel of Land as Sioux Valley Dakota Nation Lands

3.01 Proposal by Sioux Valley Dakota Nation

- (1) If Sioux Valley Dakota Nation has acquired, or intends to acquire, a parcel of land within the boundaries of the Province of Manitoba that it proposes be identified as Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation will give notice to Canada and Manitoba.
- (2) At the time the notice is given, Sioux Valley Dakota Nation will provide to Canada and Manitoba:
 - (a) a legal description of the parcel;
 - (b) copies of the certificate of title of the parcel and any liens, charges or encumbrances registered against the parcel; and
 - (c) a copy of any survey, or surveyor's building location report and certificate, that Sioux Valley Dakota Nation may have of the parcel.

3.02 Consideration of a proposal by Sioux Valley Dakota Nation

- (1) Within 120 days of receipt of the notice referred to in 3.01(1) [*Proposal by Sioux Valley Dakota Nation*], or any longer period that Sioux Valley Dakota Nation, Canada and Manitoba agree, Canada and Manitoba will each:
 - (a) give full and fair consideration to the proposal by Sioux Valley Dakota Nation that the parcel of land be identified as Sioux Valley Dakota Nation Lands; and
 - (b) provide their views, in writing, to Sioux Valley Dakota Nation and to the other.
- (2) Sioux Valley Dakota Nation will give full and fair consideration to the views provided by Canada and Manitoba.

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- (3) In determining their own views, and in considering the views of others, Sioux Valley Dakota Nation, Canada and Manitoba will have regard to the factors set out in 3.03 [*Factors to be considered*] and any other considerations they each believe to be relevant.
- (4) If Sioux Valley Dakota Nation, Canada or Manitoba consider it appropriate, one or more meetings may be held to discuss whether the parcel is suitable to be identified as Sioux Valley Dakota Nation Lands.

3.03 Factors to be considered

- (1) Subject to (2) and (3), Sioux Valley Dakota Nation, Canada and Manitoba will, among other matters, have regard to the following factors in determining their views, and considering the views of others, as to whether a parcel of land is suitable to be identified as Sioux Valley Dakota Nation Lands:
 - (a) whether the parcel:
 - (i) before the Governance Agreement comes into effect, was surrendered by Sioux Valley Dakota Nation for sale but was not sold; or
 - (ii) after the Governance Agreement comes into effect, but before an Initial Sioux Valley Dakota Nation Land Law comes into effect, was surrendered by Sioux Valley Dakota Nation for sale but was not sold;
 - (b) whether the parcel has been provided in compensation to Sioux Valley Dakota Nation as a result of a parcel of Sioux Valley Dakota Lands being required for federal public purposes;
 - (c) whether the parcel is adjacent, or in reasonable proximity, to lands that are already Sioux Valley Dakota Nation Lands;

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- (d) whether the parcel, if identified as Sioux Valley Dakota Nation Lands, will result in a natural geographic enhancement to lands that are already Sioux Valley Dakota Nation Lands and will improve the functioning of those lands;
 - (e) if none of the factors described in (a) through (d) apply, whether the parcel is land in respect of which there is a reasonable economic, social, cultural or historic reason to be identified as Sioux Valley Dakota Nation Lands and the objectives of Sioux Valley Dakota Nation with respect to the use of the parcel cannot be reasonably addressed otherwise than by having it identified as Sioux Valley Dakota Lands;
 - (f) whether the parcel is land on which it is reasonable and practical to have Sioux Valley Dakota Nation Laws apply; and
 - (g) whether the parcel is land on which it is reasonable, practical and affordable for Sioux Valley Dakota Oyate Government to provide programs and services.
- (2) These factors are not exclusive and a particular parcel of land may require consideration of other factors unique to that parcel.
- (3) In addition to these factors, Canada may consider any other factors or criteria required to be considered by Canada under the Additions to Reserves / New Reserves Policy.

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4.0 Preliminary Matters

4.01 Matters to be addressed

If Canada and Manitoba advise Sioux Valley Dakota Nation that in their views a parcel of land is suitable to be identified as Sioux Valley Dakota Lands, then:

- (a) an “environmental site assessment” (as contemplated in the Additions to Reserves/ New Reserves Policy) will be conducted in respect of the parcel and Sioux Valley Dakota Nation and Canada must be satisfied with the results of that assessment and any remedial action taken as a result of that assessment;
- (b) a legal description or survey of the parcel will be produced by Sioux Valley Dakota Nation and Canada and Manitoba must be satisfied with that legal description or survey;
- (c) existing legally recognized estates, rights and interests in or to the parcel must be addressed to the satisfaction of the holders of those estates, rights and interests, Sioux Valley Dakota Nation, Canada and Manitoba;
- (d) any public uses of the parcel which are not legally recognized estates, rights or interests in or to the parcel must be addressed to the satisfaction of Sioux Valley Dakota Nation, Canada and Manitoba; and
- (e) any concerns of the municipality in which the parcel is located must be addressed and a plan developed for the use of the parcel and the provision of services to it in the manner provided for in 4.02 [*Steps to be taken by Sioux Valley Dakota Nation*].

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4.02 Steps to be taken by Sioux Valley Dakota Nation

- (1) If Canada and Manitoba have advised Sioux Valley Dakota Nation that in their views a parcel of land is suitable to be identified as Sioux Valley Dakota Lands, Sioux Valley Dakota Nation will:
 - (a) give the municipality in which the parcel is located notice that Sioux Valley Dakota Nation has proposed that the parcel be identified as Sioux Valley Dakota Nation Lands;
 - (b) provide the municipality with a copy of the Governance Agreement;
 - (c) request the municipality to set out any concerns it may have with respect to that parcel being identified as Sioux Valley Dakota Nation Lands within 120 days of the date of receipt of that notice, or such longer period as Sioux Valley Dakota Nation and the municipality may agree; and
 - (d) if Sioux Valley Dakota Nation intends to use the infrastructure of the municipality, or requires services provided by the municipality, request the municipality to enter into negotiations with Sioux Valley Dakota Nation for the purpose of concluding a Municipal Development and Services Agreement.
- (2) If the municipality expresses concerns about the parcel being identified as Sioux Valley Dakota Nation Lands, Sioux Valley Dakota Nation will make reasonable efforts to address the concerns of the municipality.
- (3) If the municipality advises Sioux Valley Dakota Nation that it intends to enter into negotiations on a Municipal Development and Services Agreement, Sioux Valley Dakota Nation will make reasonable efforts to conclude an agreement with the municipality.

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- (4) If:
- (a) the municipality advises that it does not intend to enter into negotiations on a Municipal Development and Services Agreement; or
 - (b) despite reasonable efforts by Sioux Valley Dakota Nation, a Municipal Development and Services Agreement is not concluded between the municipality and Sioux Valley Dakota Nation,

Sioux Valley Dakota Nation will develop a practical and affordable plan, satisfactory to Canada and Manitoba, for the provision of services to the parcel and undertake to ensure reasonably compatible use of the parcel with adjoining land in the municipality.

5.0 Process if Canada holds title to Sioux Valley Dakota Nation Lands

5.01 Transfer of title to Canada and setting parcel apart as reserve

- (1) This Section applies if Canada retains title to Sioux Valley Dakota Nation Lands.
- (2) If Canada and Manitoba have advised Sioux Valley Dakota Nation that in their views a parcel of land is suitable to be identified as Sioux Valley Dakota Lands, and the matters set out in 4.01 [*Matters to be addressed*] have been addressed as contemplated in that Section, then Canada will recommend that the parcel of land be set apart as “reserve” as defined in the *Indian Act* when all of the following events have taken place:
 - (a) Canada has determined that, in respect of the parcel, the requirements of the Additions to Reserves/New Reserves Policy have been satisfied;
 - (b) Sioux Valley Dakota Nation has provided to Canada a registerable transfer of the title and all other documents necessary to vest title to the parcel in Canada;
 - (c) Manitoba has transferred to Canada, by order in council, administration and control of all interests of Manitoba in that parcel;

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- (d) Canada has accepted the transfer of title to the parcel by instrument under the *Federal Real Property and Federal Immovables Act*;
- (e) Canada has accepted administration and control of the interests transferred to it by Manitoba; and
- (f) Sioux Valley Dakota Nation and Manitoba have approved an amendment to Schedule “G” providing for the identification of the parcel as Sioux Valley Dakota Nation Lands.

5.02 *Manitoba Claim Settlements Implementation Act applies*

Part 2 of the *Manitoba Claim Settlements Implementation Act* applies to this Agreement.

5.03 *Restriction on the application of Part 13 [Dispute resolution]*

- (1) Despite 70.02 of the Governance Agreement [*Overview of the dispute resolution process*], a dispute with respect to a decision by Canada made under the Additions to Reserves / New Reserves Policy is not subject to adjudication by an independent third party in arbitral proceedings.
- (2) Part 13 of the Governance Agreement [*Dispute Resolution*] does not apply to the resolution of a dispute with respect to a decision by the Minister of Indian Affairs and Northern Development that a parcel of land not be set apart as “reserve” under the *Indian Act* for Sioux Valley Dakota Nation.

6.0 **Amendment of Schedule “G”**

6.01 *Identification of a parcel of land as Sioux Valley Dakota Nation Lands*

- (1) If Canada and Manitoba have advised Sioux Valley Dakota Nation that in their views a parcel of land is suitable to be identified as Sioux Valley Dakota Lands, and the matters set out in 4.01 [*Matters to be addressed*] have been addressed as contemplated in that Section, then Sioux Valley Dakota Nation, Canada and Manitoba will recommend the approval of an amendment to Schedule “G” to include the description of the parcel of land that Sioux Valley Dakota has proposed be identified as Sioux Valley Dakota Nation Lands.

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- (2) If Canada retains title to Sioux Valley Dakota Nation Lands, Canada will recommend the approval of an amendment to Schedule “G” at the same time that Canada recommends that the parcel be set apart as “reserve” in accordance with 5.01 [*Transfer of title to Canada and setting parcel apart as reserve*].
- (3) A parcel of land will have been identified as Sioux Valley Dakota Lands when the approval of an amendment to Schedule “G” to include that parcel in the description of Sioux Valley Dakota Nation Lands has come into effect in accordance with 73.05 of the Governance Agreement [*Process for proposed amendments to become legally effective*] and 73.06 of the Governance Agreement [*Approval and coming into effect of amendments to Schedule “G”*].

6.02 Restriction on the application of Part 13 [*Dispute resolution*]

Part 13 of the Governance Agreement [*Dispute Resolution*] does not apply to the resolution of a dispute with respect to a decision by Canada or Manitoba that Schedule “G” not be amended to include the description of a parcel of land that Sioux Valley Dakota has proposed be identified as Sioux Valley Dakota Nation Lands.

7.0 Policy considerations if Sioux Valley Dakota Nation holds title to Sioux Valley Dakota Nation Lands

7.01 Application of the Additions to Reserves / New Reserves Policy where Sioux Valley Dakota Nation has taken title to Sioux Valley Dakota Nation Lands

If:

- (a) Canada has transferred title to Sioux Valley Dakota Nation Lands to Sioux Valley Dakota Nation following a request by Sioux Valley Dakota Nation; and
- (b) Sioux Valley Dakota Nation subsequently proposes to have that a parcel of land be identified as Sioux Valley Dakota Lands

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the Additions to Reserves / New Reserves Policy applies, with necessary changes, to the consideration by Canada of the suitability of the identification of that parcel as Sioux Valley Dakota Lands, as if Canada continued to retain title to Sioux Valley Dakota Nation Lands.

8.0 Commitment to process only

8.01 No legal obligations created

- (1) This Agreement does not create a “legal obligation” as that phrase is used in the Additions to Reserves / New Reserves Policy with respect to the setting apart of lands as “reserve” under the *Indian Act*.
- (2) Nothing in this Agreement creates a legal obligation on the part of Canada to set apart any particular parcel of land to which 5.01 [*Transfer of title to Canada and setting parcel apart as reserve*] applies as “reserve” under the *Indian Act* for Sioux Valley Dakota Nation.
- (3) Nothing in this Agreement creates a legal obligation on the part of Canada or Manitoba to amend Schedule “G” to include the description of any particular parcel of land as Sioux Valley Dakota Nation Lands.

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**SCHEDULE “T”
Dispute Resolution Process**

This is the schedule referred to in Section 70.02 of the Governance Agreement [Overview of the dispute resolution process].

1.0 Defined phrase

1.01 Definition of “parties to the dispute”

In this Schedule, **parties to the dispute** means Sioux Valley Dakota Nation, Canada and Manitoba or any two of them as the context requires.

2.0 Role of the IRIS Committee in dispute resolution

2.01 Collaborative resolution of disputes by the IRIS Committee

- (1) If a dispute arises, the IRIS Committee will attempt to resolve that dispute in a consensual manner.
- (2) The IRIS Committee may make rules of procedure to govern:
 - (a) the process by which the parties to the dispute may request the IRIS Committee to resolve that dispute;
 - (b) the process by which the resolution of the dispute is to be conducted; and
 - (c) the recording of the outcome of an attempt by the IRIS Committee to resolve the dispute.

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- (3) Without limiting (2), in attempting to resolve a dispute, the IRIS Committee may:
 - (a) request the parties to the dispute to provide information relevant to the matter in dispute, the release of which is not prohibited or protected by law;
 - (b) create a sub-committee composed of representatives of Sioux Valley Dakota Nation, Canada and Manitoba;
 - (c) where the IRIS Committee agrees it is necessary, retain advisors or experts to provide reports or recommendations;
 - (d) identify underlying interests of the parties to the dispute;
 - (e) isolate points of agreement and disagreement; and
 - (f) consider compromises and alternative solutions.
- (4) The IRIS Committee will be determined to have been unable to resolve a dispute if:
 - (a) one of the parties to the dispute gives notice that it no longer wishes the IRIS Committee to attempt to resolve the dispute; or
 - (b) the parties to the dispute agree that the IRIS Committee has been unable to resolve the dispute.
- (5) An attempt to resolve a dispute in accordance with this Section will be without prejudice to the position the parties to the dispute may take should the dispute need to be resolved by arbitration.

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3.0 Mediators and Arbitrators

3.01 Identification, and selection, of independent third parties for use in dispute resolution

- (1) The IRIS Committee will identify and maintain a list of individuals independent of Sioux Valley Dakota Nation, Canada and Manitoba determined qualified in the techniques of alternate dispute resolution to act as mediators.
- (2) The IRIS Committee will identify and maintain a list of individuals who are:
 - (a) independent of Sioux Valley Dakota Nation, Canada and Manitoba;
 - (b) experienced arbitrators or arbitration counsel or who have had significant training in arbitral procedure; and
 - (c) reasonably likely to be impartialto act as arbitrators.
- (3) A person may be identified by the IRIS Committee to be qualified to act as a mediator and an arbitrator.
- (4) If a mediator is required to assist in the resolution of a dispute, one will be selected from the list of mediators maintained by the IRIS Committee in the order in which the names of mediators appear on that list.
- (5) Subject to (6), if an arbitrator is required to assist in the resolution of a dispute, one will be selected from the list of arbitrators maintained by the IRIS Committee in the order in which the names of arbitrators appear on that list.
- (6) If a person is identified by the IRIS Committee to be qualified to act as both a mediator and an arbitrator, that person may not act as a mediator and an arbitrator with respect to the resolution of the same dispute unless, with respect to a particular dispute, the parties to the dispute agree otherwise.

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4.0 Mediation of disputes

4.01 Process for the mediation of disputes

- (1) If the IRIS Committee is unable to resolve a dispute, the parties to the dispute will attempt to resolve the dispute through mediation and will, within seven days of the date the IRIS Committee is determined to have been unable to resolve the dispute, appoint a mediator.
- (2) If the resolution of a dispute is to be attempted through mediation, the parties to the dispute will each within seven days of the appointment of a mediator, provide to the mediator and to the other the parties to the dispute:
 - (a) a written statement of the relevant facts in the dispute, the issues in the dispute and its position on those issues; and
 - (b) the name of its representative in the mediation process and, subject to (3), any limitations on the authority of its representative.
- (3) If the resolution of a dispute is to be attempted through mediation, the parties to the dispute will during the mediation process:
 - (a) participate in the mediation in good faith;
 - (b) cooperate with the mediator;
 - (c) work to isolate points of agreement and disagreement; and
 - (d) consider compromises and alternative solutions.
- (4) In order to enhance the prospect of resolving the dispute, the parties to the dispute will make every reasonable effort to appoint a representative with sufficient authority to reach a resolution or with ready access to such authority.

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- (5) A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the parties to the dispute to resolve the dispute in a fair, efficient and cost-effective manner.
- (6) If a dispute is resolved through mediation, the parties to the dispute may enter into a written agreement setting out the terms of that resolution.

4.02 Termination of mediation

- (1) A mediation will be terminated if:
 - (a) 30 days have passed since the appointment of the mediator (or any longer period as the parties to the dispute may agree) without the dispute being resolved;
 - (b) one of the parties to the dispute gives notice that it is withdrawing from the mediation; or
 - (c) the parties to the dispute agree to terminate the mediation.
- (2) If the mediation is terminated without the parties to the dispute resolving the dispute, the parties to the dispute may, individually or together, request the mediator to provide a non-binding recommendation for resolving the dispute.
- (3) Where the mediator provides a recommendation, the parties to the dispute will consider that recommendation as a basis for resolving the dispute.

4.03 Costs

The parties to the dispute will each bear their own costs in any mediation and an equal share of the costs of the mediation proceedings (including the fees and disbursements of the mediator), unless, as part of the resolution of the dispute, the parties to the dispute agree otherwise.

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4.04 Records

No transcript or recording will be kept of any mediation meeting, but the representatives of the parties to the dispute may keep notes.

4.05 Mediation to be undertaken without prejudice

An attempt to resolve a dispute through mediation will be without prejudice to the position the parties to the dispute may take should the dispute need to be resolved by arbitration.

4.06 Withdrawing from mediation the only remedy

If one of the parties to the dispute believes that the other parties to the dispute are not participating in a mediation in accordance with 4.01(2), (3) or (4) [*Process for the mediation of disputes*], the only remedy available is to withdraw from the mediation.

5.0 Arbitration of disputes

5.01 Referral of dispute to arbitration

- (1) If a dispute is referred to mediation and the mediation is terminated without the parties to the dispute resolving the dispute, the dispute will be resolved by arbitration.
- (2) If a dispute is to be resolved by arbitration, the parties to the dispute will, within seven days of the termination of the mediation, appoint a single arbitrator to conduct the arbitration.

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5.02 Process for the arbitration of disputes

- (1) Within seven days of the appointment of the arbitrator, the parties to the dispute will make best efforts to provide to the arbitrator a reference setting out:
 - (a) a written statement of the relevant facts in the dispute; and
 - (b) the question for the arbitrator to determine.
- (2) If the parties to the dispute are unable to agree on the relevant facts in the dispute and the question for the arbitrator to determine, the parties to the dispute will each, within 14 days of the appointment of the arbitrator, provide to the arbitrator, and to the other parties to the dispute, its position on the relevant facts and the question the arbitrator is to determine.
- (3) The resolution of a dispute by arbitration will be conducted in accordance with the *Commercial Arbitration Act*, as modified by this Article.
- (4) Despite (3), an arbitrator will make all reasonable efforts to conduct the arbitration in an efficient, expeditious and cost effective manner, having regard to the nature of the dispute and, to that end, may vary the process for the conduct of arbitration provided for in the *Commercial Arbitration Act* where he or she thinks it appropriate.
- (5) A proposed variation to the process for the conduct of arbitration provided for in the *Commercial Arbitration Act* must protect the rights of all the parties to the dispute to be treated equally with all the other the parties to the dispute and to be given full opportunity to present its case.
- (6) If one of the parties to the dispute objects to a proposed variation of the process for the conduct of arbitration provided for in the *Commercial Arbitration Act* on the basis that its rights described in (5) will be compromised, the arbitrator will not proceed to make that proposed variation in the process.

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5.03 Award by the arbitrator

- (1) Following the conclusion of the arbitration, the arbitrator will make an award in writing which addresses the dispute (including providing reasons for the award) and which may include:
 - (a) a determination of the facts relating to the dispute;
 - (b) an interpretation of the Governance Agreement or, where the dispute arose from an agreement other than the Governance Agreement, an interpretation of that other agreement; or
 - (c) a determination that one or more of the parties to the dispute is required to take certain action to give effect to the Governance Agreement or, where the dispute arose from an agreement other than the Governance Agreement, to give effect to that other agreement.
- (2) An arbitrator may not order the parties to the dispute to take any interim measures before the arbitral hearing is completed.
- (3) Subject to 5.04(1) [*Costs*], an arbitrator may not make an award that requires the payment for or in respect of damages or loss alleged to have been suffered by any of the parties to the dispute as a result of any action or inaction of another of the parties to the dispute.
- (4) The resolution of a dispute referred to arbitration by the consent of the parties to the dispute will issue as an award.

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5.04 Costs

- (1) In addition to making an award that addresses the dispute, an arbitrator may provide in an award for:
 - (a) the allocation of the costs of the arbitration (including the fees and disbursements of the arbitrator); and
 - (b) the payment of the costs of the parties to the dispute in the proceedings.
- (2) If an arbitrator does not make an award dealing with the allocation of the costs of the arbitration, the parties to the dispute will each bear an equal share of those costs unless the parties to the dispute agree otherwise.
- (3) If an arbitrator does not make an award dealing with the payment of the costs of the parties to the dispute in the arbitration, the parties to the dispute will each bear their own costs unless the parties to the dispute agree otherwise.

5.05 Appeals of awards

- (1) An award may be appealed to the Manitoba Court of Queen's Bench within 30 days of the date of the award on the grounds of:
 - (a) failure of the arbitrator to consider the matter fairly;
 - (b) bias of the arbitrator;
 - (c) failure of the arbitrator to act within the authority provided to him or her;
or
 - (d) an error of law committed by the arbitrator, including an error in interpretation of the Governance Agreement or, where the dispute arose from an agreement other than the Governance Agreement, to the interpretation of that other agreement.

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- (2) Where an award is appealed, the Manitoba Court of Queen's Bench may:
 - (a) dismiss the appeal;
 - (b) allow the appeal and remit the dispute to the arbitrator, or to the parties to the dispute to appoint a different arbitrator, and to have the dispute reconsidered based on the decision of the Court; or
 - (c) allow the appeal and substitute the decision of the Court in place of the award where the determination of the appeal would reasonably resolve the disputeand may make an order for costs.
- (3) There is no right of appeal from a decision of the Manitoba Court of Queen's Bench.

6.0 Confidentiality

6.01 Protection of information

- (1) In order to assist in the resolution of a dispute, in an arbitration:
 - (a) the parties to the dispute, and all persons, will keep confidential from the arbitrator all oral and written information disclosed in any process undertaken by the IRIS Committee to resolve the dispute, or in mediation, and the fact that this information has been disclosed; and

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- (b) the parties to the dispute will not rely on, or introduce as evidence, any oral or written information disclosed in or arising from any process undertaken by the IRIS Committee or from mediation, including:
 - (i) any documents other parties to the dispute produced in the course of the process undertaken by the IRIS Committee or in mediation that are not otherwise producible in that legal proceeding;
 - (ii) any views expressed, or suggestions made, by any of them in respect of a possible settlement of the dispute;
 - (iii) any admissions made by any of them in the course of the process undertaken by the IRIS Committee, or in mediation, unless otherwise agreed to by the party to the dispute that made those admissions;
 - (iv) the fact that any of them has indicated a willingness to make or accept a proposal for settlement; and
 - (v) any recommendation of a mediator.
- (2) A mediator, or anyone retained or employed by that mediator, is not compellable in arbitration relating to a dispute in respect of which the mediator acted as mediator to give evidence about any oral and written information acquired or opinion formed by that person as a result of that mediation.
- (3) A mediator, or anyone retained or employed by that mediator, is disqualified to act as a consultant, expert or witness in any arbitral proceeding relating to a dispute in respect of which the mediator acted as mediator.

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SCHEDULE “J”
Community Approval Process

1.0 Definitions

1.01 This Community Approval Process describes how a vote of the members of Sioux Valley Dakota Nation will be carried out to determine if:

- (a) the members reaffirm their prior approval of the Sioux Valley Dakota Nation Constitution; and
- (b) the members approve, and authorize the elected Council to sign the Governance Agreement, Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement.

1.02 In this Community Approval Process:

Council means, in respect of Sioux Valley Dakota Nation, the “council of the band” as defined in the *Indian Act*, R.S.C. 1985, c I-5.

Eligible Member means an individual:

- (a) whose name appears on the Membership List or whose name does not appear but who has submitted an application to have his or her name entered on the Membership List and that application has been approved; and
- (b) is 18 years of age or older

as of the Voting Day.

List of Voters means the list containing the names of all Voters prepared by the Process Officer or that list as amended by the Process Officer.

Mail In Ballot means a ballot being used in this Community Approval Process, with the initials of the Process Officer affixed, that has been sent, or provided, to a Voter in accordance with 8.01 or 8.02.

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Membership List means the list of individuals maintained by the Department of Indian Affairs and Northern Development as the band list of Sioux Valley Dakota Nation as defined in the *Indian Act*, R.S.C., c. I-5.

Process Officer means the individual appointed by the Process Oversight Committee to oversee the conduct of the vote and includes any assistant appointed by the Process Officer.

Process Oversight Committee means the committee established by Sioux Valley Dakota Nation, Canada and Manitoba with responsibility to oversee the conduct of this Community Approval Process.

Spoiled Ballot means a ballot being used in this Community Approval Process:

- (a) that was not supplied by the Process Officer or that does not bear his or her initials;
- (b) that has not been marked by a Voter in such a way so as to clearly indicate the intention of the Voter;
- (c) upon which there is any writing or mark by which a Voter can be identified; or
- (d) which, in the case of a ballot which has been mailed in by a Voter who has received a Mail In Ballot Package, is rejected by the Process Officer in accordance with 15.02, 15.03, 15.06 or 15.07.

Sioux Valley Dakota Nation Lands means Sioux Valley Dakota Nation Reserve.

Voter means an Eligible Member whose name appears on the List of Voters.

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2.0 Preliminary matters

- 2.01 Sioux Valley Dakota Nation, Canada and Manitoba will set the date, time and place for:
- (a) the vote;
 - (b) all advance polls; and
 - (c) all information meetings.
- 2.02 At least 120 days before the voting day, the Council, by resolution passed at a duly convened meeting, will resolve to:
- (a) call the vote and confirm the date, time and place of the vote;
 - (b) confirm the date, time and place of all information meetings;
 - (c) confirm the date, time and place of any advance polls;
 - (d) request that Canada provide to the Process Officer a list of all individuals whose names appear on the Membership List and who will be 18 years of age or older as of the voting day; and
 - (e) identify two Eligible Members to serve as representatives of Sioux Valley Dakota Nation on the Process Oversight Committee.
- 2.03 At least 110 days before the voting day, Canada and Manitoba will each identify one individual to serve as their representatives on the Process Oversight Committee.
- 2.04 At least 90 days before the voting day, the Process Oversight Committee will appoint the Process Officer by notice of appointment signed by all the representatives.

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2.05 At least 75 days before the voting day:

- (a) Canada, through the Department of Indian Affairs and Northern Development, will provide the Process Officer with a list of all individuals whose names appear on the Membership List and who will be 18 years of age or older as of the voting day; and
- (b) the Council will provide the Process Officer with the mailing address of each Eligible Member whose ordinary residence is not on Sioux Valley Dakota Nation Lands.

2.06 If the Council does not know the mailing address of an Eligible Member whose ordinary residence is not on Sioux Valley Dakota Nation Lands, the Council will provide to the Process Officer a mailing address where the Council reasonably believes that Eligible Member may be contacted, if any, and will further advise the Process Officer that the address is one given in substitution for the mailing address of that Eligible Member.

2.07 If the Council does not know the mailing address of an Eligible Member whose ordinary residence is not on Sioux Valley Dakota Nation Lands and the Council is unable to provide a substitutional address for that Eligible Member, the Council will advise the Process Officer that the whereabouts of that Eligible Member are unknown.

3.0 Duties of the Process Officer

3.01 The Process Officer will conduct the vote in accordance with this Community Approval Process and any amendments to this Community Approval Process made in accordance with 17.0.

3.02 The Process Officer will ensure that a written record is kept of all decisions relating to the conduct of the vote.

3.03 The Process Officer may delegate to any assistant any of his or her duties as he or she thinks appropriate or necessary provided that the Process Officer may not delegate the duties described in 4.01, 16.0 and 17.0 and 18.03.

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4.0 List of Voters and Notice of Vote

- 4.01 The Process Officer will prepare the List of Voters from the list of Eligible Members provided by the Department of Indian Affairs and Northern Development and will make any revisions to the List of Voters in accordance with 6.0.
- 4.02 The Process Officer will prepare the Notice of Vote, which will be in the form set out in Appendix "1", and will have attached to it a copy of the List of Voters as it appears as of the date the Notice of Vote is posted.
- 4.03 The Process Officer:
- (a) will post a copy of the Notice of Vote at least 65 days prior to Voting Day and at least 15 days prior to the first advance poll (if any) in a prominent location in the administrative offices of Sioux Valley Dakota Nation; and
 - (b) may post a copy of the Notice of Vote in any other public places and at any other times as he or she determines (in consultation with the Process Oversight Committee) will provide the maximum exposure of Notice of the Vote.
- 4.04 Within seven days of the posting of the Notice of Vote in the administrative offices of Sioux Valley Dakota Nation, the Process Officer will arrange to have a copy of the Notice of Vote, the List of Voters, Sioux Valley Dakota Nation Constitution, the Governance Agreement and the Tripartite Agreement delivered to each Eligible Member who has his or her ordinary residence on Sioux Valley Dakota Nation Lands by leaving a copy of these documents at the last known principal residence of the Eligible Member.

5.0 Information meetings

- 5.01 Information meetings will be held to provide an opportunity for the Council, legal counsel for Sioux Valley Dakota Nation and any other individuals as requested by the Council to inform the Eligible Members about the Sioux Valley Dakota Nation Constitution, the Governance Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement.

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- 5.02 Information meetings will be conducted by the Process Officer and held at the time and place as Sioux Valley Dakota Nation, Canada and Manitoba have determined, provided that:
- (a) at least four information meetings will be held of which one meeting will be held on Sioux Valley Dakota Nation Lands, one meeting in the City of Brandon, Manitoba, one meeting in the City of Winnipeg, Manitoba and one meeting in the City of Regina, Saskatchewan;
 - (b) the date, time and place of all information meetings will be stated in the Notice of Vote; and
 - (c) no information meeting will be held earlier than 50 days prior to the voting day or later than two days prior to the voting day.
- 5.03 Despite 5.02, Sioux Valley Dakota Nation may have further or other meetings for the same purposes as an information meeting at times and places as the Council may determine appropriate.
- 5.04 Each information meeting will be open to all Eligible Members to attend and will be attended by at least two members of the Council, the Process Oversight Committee and the Process Officer.
- 5.05 In accordance with a request of the Council, representatives of Canada and Manitoba will be available to make presentations relating to the Governance Agreement and the Tripartite Governance Agreement and the nature of the government-to-government relationships provided for in those agreements at any information meeting.
- 5.06 Following any such presentations, the representatives of Canada and Manitoba will not participate further in an information meeting.
- 5.07 The representatives of Canada and Manitoba on the Process Oversight Committee will, at the request of the Council, leave an information meeting at any time that legal counsel for Sioux Valley Dakota Nation is providing the Eligible Members with legal advice.

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6.0 Revisions to the List of Voters

- 6.01 Any Eligible Member may apply to the Process Officer at least 14 days prior to the voting day to have the List of Voters revised if that Eligible Member believes that:
- (a) the name of a Voter has been omitted from the List of Voters; or
 - (b) the name of a Voter is incorrectly set out or should not be included on the List of Voters.
- 6.02 If an Eligible Member makes an application under 6.01, the Process Officer will send to the Voter who is identified in that application, by registered mail with a request for confirmation of receipt, notice in writing of the application advising the Voter that the Voter will be removed from the List of Voters if the Voter does not, within 10 days from the date of the notice, respond to the application by providing:
- (a) adequate and current identification including proof of age; and
 - (b) evidence satisfactory to the Process Officer that he or she is on the Membership List or has submitted an application to the Department of Indian Affairs and Northern Development to have his or her name entered on the Membership List and that application has been approved.
- 6.03 Section 6.02 does not apply where an Eligible Member applies to have the List of Voters revised because that Eligible Member believes that a Voter whose name appears on the List of Voters is deceased.
- 6.04 An Eligible Member may, up to and including the voting day, apply to the Process Officer to have his or her name added to the List of Voters if that Eligible Member can:
- (a) produce adequate and current identification including proof of age; and
 - (b) provide evidence satisfactory to the Process Officer that he or she is on the Membership List or has submitted an application to the Department of Indian Affairs and Northern Development to have his or her name entered on the Membership List and that application has been approved.

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- 6.05 If the Process Officer is satisfied that a revision is necessary to the List of Voters, he or she will make the revision and keep a record of the basis on which the revision was made,
- 6.06 A decision of the Process Officer with respect to an application for a revision to the List of Voters will be final and not subject to further review.

7.0 Form of Ballots

- 7.01 The ballots to be used in the vote will:
- (a) contain a stub on the top edge which will be one half inch in width, with a perforation lying immediately beneath the stub so as to separate the stub from the rest of the ballot and upon which stub the Process Officer will place his or her initials;
 - (b) be consecutively numbered on the back of each ballot; and
 - (c) be in the form set out in Appendix “2”.

8.0 Mail in Ballots

- 8.01 At least 60 days prior to the Voting Day, the Process Officer will send by registered mail, with a request for confirmation of receipt, a Mail In Ballot to each Voter who does not have his or her ordinary residence on Sioux Valley Dakota Nation Lands other than those Voters whose whereabouts the Council has advised the Process Officer are unknown.
- 8.02 In addition, any Voter who has his or her ordinary residence on Sioux Valley Dakota Nation Lands but who informs the Process Officer at least seven days prior to the voting day that he or she will not be available to vote in person at any advance poll or on the voting day, may request a Mail In Ballot, and upon that request being made, the Process Officer will satisfy himself or herself that the Voter has not already voted in person at any advance poll and thereafter either:

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- (a) deliver a Mail In Ballot by hand to the Voter and obtain a signed receipt of delivery; or
 - (b) provided the request is made at least seven days before the voting day, send by registered mail, with a request for confirmation of receipt, a Mail In Ballot to the Voter at the address that the Voter may advise the Process Officer at the time the request is made.
- 8.03 The Process Officer will make an entry on the List of Voters after the name of each Voter who was sent, or provided, a Mail In Ballot.
- 8.04 The vote will be held notwithstanding, and may not be impinged on the grounds, that:
 - (a) the Process Officer having sent or causing to be sent the Mail In Ballot to a Voter who is entitled to receive a Mail in Ballot at the address the Process Officer has for that Voter:
 - (i) the Voter does not receive the Mail In Ballot sent to him or her; or
 - (ii) no Mail In Ballot is received from the Voter by 5:00 p.m. on the day before voting day; or
 - (b) a Voter who does not have his or her ordinary residence on Sioux Valley Dakota Nation Lands is not sent a Mail In Ballot as the Council has advised the Process Officer that his or her whereabouts is unknown.
- 8.05 All Voters who receive a Mail In Ballot will, at the same time, be provided with:
 - (a) a letter from the Council providing any information the Council determines appropriate relating to the Sioux Valley Dakota Oyate government arrangements provided for in the Sioux Valley Dakota Nation Constitution, the Governance Agreement and the Tripartite Governance Agreement;
 - (b) a copy of the Notice of Vote, the List of Voters, the Sioux Valley Dakota Nation Constitution, the Governance Agreement and the Tripartite Governance Agreement;

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- (c) a letter of instruction from the Process Officer explaining the procedure for casting a Mail In Ballot;
 - (d) an envelope in which the Mail In Ballot may be enclosed after use by the Voter and upon which the voter declaration in the form set out in Appendix “3” is printed; and
 - (e) a pre-addressed return envelope with postage prepaid in which the Mail In Ballot may be returned by the Voter to the Process Officer.
- 8.06 Despite a Voter having been sent a Mail In Ballot, that Voter may vote in person at any advance poll or on the voting day.
- 9.0 Advance polls**
- 9.01 Advance polls may be held at the times and places Sioux Valley Dakota Nation, Canada and Manitoba have determined, provided that no advance poll will be held:
- (a) unless the time, date and place of any advance poll is set out in the Notice of Vote;
 - (b) earlier than 15 days after the Notice of Vote is posted;
 - (c) in the same place and before, or at the same time as, an information meeting is being conducted, provided that an advance poll may be held in the same place as an information meeting but following the conclusion of an information meeting; or
 - (d) if there is less than two days to the voting day.
- 9.02 Subject to 9.03 and 9.04, an advance poll will be conducted in the same manner as the vote is conducted on the voting day.

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9.03 Immediately after the close of an advance poll, the Process Officer, in front of those individuals who may be present, will seal each ballot box in such a manner that no further ballots may be deposited into the ballot box or that none of the ballots contained within the ballot box may be removed.

9.04 A ballot box used in an advance poll will not be opened until the poll is closed on the voting day.

10.0 Voting hours

10.01 The poll will be kept open from 9:00 a.m. until 8:00 p.m. on the voting day.

11.0 Voting procedures

11.01 The Process Officer will, immediately before the time of commencement of the vote:

- (a) open each ballot box and ask any individual who may be present to witness that the ballot box is empty;
- (b) lock and properly seal each ballot box; and
- (c) place each ballot box in view for the reception of the ballots.

11.02 During the hours the poll is open, the Process Officer, will ensure that an individual presenting himself or herself for the purpose of voting is a Voter and is not a Voter who has previously voted, either at an advance poll or on the voting day and, except as provided in 11.03, will then:

- (a) affix his or her initials to the back of a ballot in a manner so that when the ballot is folded the initials can be seen without unfolding the ballot;
- (b) provide the Voter with the ballot;

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- (c) place a line through the name of the Voter on the List of Voters; and
 - (d) explain the method of voting to the Voter when requested to do so by any Voter.
- 11.03 If an individual presenting himself or herself for the purpose of voting is someone who was sent a Mail In Ballot, the Process Officer will:
- (a) ensure that the individual is not someone whose name was removed from the List of Voters after the Mail In Ballot was sent out or provided as a result of a revision to the List of Voters in accordance with 6.0;
 - (b) ensure that the individual is not a Voter who has previously voted, either at an advance poll or on the voting day; and
 - (c) determine if the Voter has in his or her possession the Mail In Ballot which was sent to him or her.
- 11.04 If the Voter has the Mail In Ballot in his or her possession, the Process Officer will:
- (a) satisfy himself or herself that the ballot is the ballot provided to that Voter, has not been marked in any way and still has the stub attached; and
 - (b) thereafter instruct the Voter that he or she is to utilize the ballot in his or her possession for the purpose of casting his or her vote.
- 11.05 If the Voter has the Mail In Ballot in his or her possession but the Process Officer is not satisfied that the ballot is the ballot provided to that Voter, has been marked in some way or does not still have the stub attached, the Process Officer will proceed in accordance with 11.02.
- 11.06 If the Voter does not have the Mail In Ballot in his or her possession, the Process Officer will proceed in accordance with 11.02.

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11.07 If requested by a Voter who is not able to read, is incapacitated by blindness or other physical cause, the Process Officer will:

- (a) assist that Voter by marking his or her ballot in the manner directed by the Voter;
- (b) fold and place that Voter's ballot into the ballot box; and
- (c) make an entry on the List of Voters opposite the name of the Voter to indicate that the ballot was marked by the Process Officer and indicate the reason for the Voter's request for assistance.

11.08 Except as provided in 11.07, every Voter receiving a ballot will without undue delay:

- (a) proceed immediately to a polling booth provided for marking his or her ballot;
- (b) mark his or her ballot;
- (c) fold his or her ballot so as to conceal his or her mark on the face of the ballot and so as to expose the Process Officer's initials on the back of the ballot; and
- (d) immediately give his or her folded ballot to the Process Officer.

11.09 Upon receiving a ballot from a Voter after voting, the Process Officer will, without unfolding it, tear off the stub and deposit the ballot into the ballot box after verifying his or her initials.

12.0 Replacement of defective ballots

12.01 A Voter who receives a ballot which, in the opinion of the Process Officer, cannot be used by the Voter, owing to a printing error or otherwise, or who accidentally spoils his or her ballot when marking it, will, upon returning that ballot to the Process Officer, be entitled to receive another ballot.

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13.0 Orderly voting

13.01 The Process Officer will allow only one Voter at any one time into a polling booth for marking his or her ballot.

13.02 No individual will:

- (a) interfere or attempt to interfere with a Voter when he or she is marking his or her ballot; or
- (b) obtain, or attempt to obtain, information as to how a Voter is about to vote or has voted.

13.03 A Voter who has received a ballot and who:

- (a) leaves the polling booth without delivering his or her ballot to the Process Officer; or
- (b) refuses to vote

will forfeit his or her right to cast a vote in the vote, and the Process Officer will make an entry on the List of Voters opposite the name of that Voter stating that the Voter did not return his or her ballot or refused to vote.

13.04 The vote may not be impinged as a result of a Voter forfeiting his or her right to vote.

13.05 The Process Officer will, with the assistance of the Council ensure that peace and good order are maintained at the poll.

14.0 Closing of the poll

14.01 At the time set for closing the poll, the Process Officer will declare the poll closed and thereafter, no other Voters will be allowed to vote.

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- 14.02 Despite 14.01, a Voter who is inside a poll at the time fixed for closing the poll and who has not cast a vote, will be entitled to vote before the poll is closed.

15.0 Counting Mail In Ballots

- 15.01 At any time after the opening of the poll on the voting day, the Process Officer, in the presence of the Process Oversight Committee and any Voters who may be present, will examine the envelopes in which those Voters who were sent Mail In Ballots returned their ballots to determine whether, in each case, the Voter has completed the voter declaration endorsed on the envelope in a manner in which the identity of the Voter is discernible and thereafter will proceed in accordance with 15.02 to 15.06.

- 15.02 If a Voter who was sent a Mail In Ballot:

- (a) has not completed the voter declaration; or
- (b) has completed the voter declaration in a manner in which the identity of the Voter is not discernible,

the Process Officer will endorse the words “Spoiled Ballot” on the outside of the envelope.

- 15.03 If a Voter who was sent a Mail In Ballot has completed the voter declaration in a manner in which the identity of the Voter is discernible, the Process Officer will examine the List of Voters to determine if the Voter:

- (a) is someone whose name was removed from the List of Voters after the Mail In Ballots were sent out or provided as a result of a revision to the List of Voters in accordance with 6.0; or
- (b) voted in person at any advance poll or if the polls have closed, on the voting day,

and, if (a) or (b) apply in respect of that Voter, the Process Officer will endorse the words “Spoiled Ballot” on the outside of the envelope in which the Voter returned his or her ballot.

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- 15.04 If a Voter who was sent a Mail In Ballot has completed the voter declaration in a manner in which the identity of the Voter is discernible and 15.03 does not apply with respect to the Voter, the Process Officer will:
- (a) open the envelope in which the Voter returned his or her ballot;
 - (b) remove the ballot; and
 - (c) without unfolding the ballot, or in any other way disclosing the manner in which the ballot has been marked:
 - (i) determine that the stub is intact on the ballot; and
 - (ii) examine the initials appearing on the ballot to determine that the ballot is genuine.
- 15.05 If the Process Officer is satisfied that the stub is intact on the Mail In Ballot and that the ballot appears to be genuine, the Process Officer will:
- (a) tear off the stub from the ballot;
 - (b) draw a line through the Voter's name on the List of Voters;
 - (c) destroy the stub; and
 - (d) deposit the ballot in the ballot box.
- 15.06 If the stub is not attached to the Mail In Ballot or the Process Officer is not satisfied the ballot is genuine, the Process Officer will return the ballot to the envelope in which it was mailed and endorse the words "Spoiled Ballot" on the outside of the envelope.
- 15.07 Despite 15.01, if the Process Officer receives a Mail In Ballot after 5 p.m. on the day before voting day, the Process Officer will endorse the words "Spoiled Ballot" on the outside of the envelope and further note there that the ballot was not received in time and will not proceed to open that envelope.

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16.0 Declaration and certification of results

16.01 Immediately after the close of the Poll on the voting day, the Process Officer, in the presence of the Process Oversight Committee and any Voters who may be present, will:

- (a) examine all ballots contained in each ballot box;
- (b) count and reject all Spoiled Ballots;
- (c) count the ballots on which a Voter has voted "YES" or "NO" or otherwise marked in any way in which the intention of the Voter is clearly evident; and
- (d) count the number of ballots that were returned to the Process Officer in accordance with 12.01.

16.02 Within two days of the voting day, the Process Officer will prepare a "Certification of Vote and Results" in the form set out in Appendix "4" and provide it to the Process Oversight Committee.

16.03 The Process Officer will separately seal in envelopes:

- (a) the ballots referred to in 16.01(c);
- (b) any Spoiled Ballots;
- (c) any defective ballots returned to the Process Officer in accordance with 12.01; and
- (d) any unused ballots

and will affix his signature to the seal.

16.04 Subject to 16.05 and 16.06, the Process Officer will retain the ballots for 90 days, after which time he or she may destroy them.

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16.05 Subject to 16.06, if an objection is filed by a Voter in accordance with 18.01, the Process Officer will retain the ballots for 90 days after that objection has been disposed by Sioux Valley Dakota Nation, Canada and Manitoba.

16.06 If legal proceedings concerning the vote are commenced:

- (a) within 90 days of the voting day; or
- (b) within 90 days of Sioux Valley Dakota Nation, Canada and Manitoba disposing of an objection filed by a Voter in accordance with 18.01

the Process Officer will retain the ballots until those legal proceedings are finally disposed of.

17.0 Procedural Amendments

17.01 If the Process Oversight Committee agrees circumstances are such that discretion should be exercised in the implementation of this Community Approval Process, the Process Oversight Committee may direct the Process Officer to amend the procedural requirements set out in this Community Approval Process, where such an amendment will not result in a substantive change and is determined necessary for the proper and sufficient completion of this Community Approval Process.

17.02 If this Community Approval Process has been amended, the Process Officer will post the amendment:

- (a) before the vote, in the administrative offices of Sioux Valley Dakota Nation;
- (b) at any advance poll; and
- (c) at any poll on the voting day.

***SIOUX VALLEY DAKOTA NATION
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17.03 If this Community Approval Process has been amended, the Process Officer will record:

- (a) the circumstances which gave rise to the need to amend this Community Approval Process;
- (b) the reasons why the amendment was considered necessary; and
- (c) the amendment made.

18.0 Objections

18.01 Any Voter who voted and has reasonable grounds for believing that:

- (a) there was a violation of this Community Approval Process that may affect the results of the vote; or
- (b) there was corrupt practice in connection with the vote

may, not later than seven days from the voting day, file an objection by forwarding by registered mail to the Process Oversight Committee at the administrative offices of Sioux Valley Dakota Nation notice of his or her objection and a statutory declaration containing the grounds for the objection and full particulars of the objection.

18.02 Where an objection is filed, the Process Oversight Committee will, not later than 14 days from the receipt of the objection, forward a copy of the objection to the Process Officer.

18.03 The Process Officer will, not later than 21 days from the receipt of the objection, forward to the Process Oversight Committee a statutory declaration containing an answer to the particulars stated in the objection.

18.04 Subject to 18.05, the Process Oversight Committee will, within 14 days from the receipt of the statutory declaration, provide a recommendation to Sioux Valley Dakota Nation, Canada and Manitoba as to how the objection should be disposed of.

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18.05 The Process Oversight Committee may, if the material provided by the Voter or the statutory declaration of the Process Officer is not sufficient to decide the validity of the grounds of the objection, conduct any further investigations as it deems necessary and will thereafter provide a recommendation to Sioux Valley Dakota Nation, Canada and Manitoba as to how the objection should be disposed of.

18.06 Sioux Valley Dakota Nation, Canada and Manitoba may dispose of an objection by:

- (a) allowing it, in which case another vote will be called by the Council; or
- (b) dismissing it, if Sioux Valley Dakota Nation, Canada and Manitoba are of the opinion that the grounds of the objection are not established or do not affect the results of the Vote.

19.0 Minimum requirements for approval

19.01 In order for it to be determined that the Eligible Members have reaffirmed their approval of the Sioux Valley Dakota Nation Constitution and approved and authorized the elected Council to sign the Governance Agreement, Tripartite Governance Agreement and other documents relating to the implementation of the Governance Agreement, at least 25% of all the Voters must vote “YES” on their ballots and, of those Voters who vote, a majority must vote “YES” on their ballots.

20.0 Procedure if another vote called

20.01 If another vote is called, this Community Approval Process will apply to that vote, provided that:

- (a) the Council will not be required to undertake any of the actions set out in 2.03 to 2.07 inclusive;
- (b) the Process Officer will prepare the List of Voters from the List of Voters as it existed on the voting day of the first vote, provided that the Process Officer will make any required revisions to that list in accordance with 6.0;

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- (c) the Process Officer will not be required to carry out the obligations set out in 4.04; and
- (d) the Process Officer will not send a Mail In Ballot to any Voter who does not have his or her ordinary residence on Sioux Valley Dakota Nation Lands and:
 - (i) whose whereabouts the Council previously advised were unknown; or
 - (ii) whose Mail In Ballot previously sent was returned endorsed to the effect that the Voter did not reside at the address to which that Mail In Ballot was addressed or that the address was otherwise incorrect or did not exist

and the vote will be held notwithstanding, and may not be impinged on the grounds that, that Voter does not receive a Mail In Ballot.

20.02 The additional materials to be provided to Voters who do not have their ordinary residence on Sioux Valley Dakota Nation Lands along with a Mail In Ballot will consist of:

- (a) a letter from the Council providing information as the Council determines appropriate relating to the matter of the additional vote;
- (b) a letter from the Process Officer stating:
 - (i) why an additional vote is being called;
 - (ii) that copies of the documents referred to in the Notice of Vote and List of Voters were previously provided to the Voter;
 - (iii) where further copies of those documents and List of Voters may be obtained by the Voter;
 - (iv) the procedure for casting a ballot by mail;

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- (v) a copy of the Notice of Vote but without a copy of the List of Voters attached;
- (vi) a ballot envelope in which the ballot may be enclosed after use by the Voter and upon which the voter declaration in the form set out in Appendix “3” is printed; and
- (vii) a pre-addressed return envelope with postage prepaid in which the ballot may be returned by the Voter to the Process Officer.

20.03 The form of the Notice of Vote, and the form of the "Certification of Vote and Results" referred to in 16.02, for any additional vote will be amended as the circumstances reasonably require.

21.0 Calculation of Time

21.01 Where in this Community Approval Process there is a reference to a number of days between an event and the voting day (or an advance poll), the number of days will in all cases be counted including the day on which the event is to occur but excluding the voting day (or advance poll).

22.0 Appendices

22.01 The following Appendices form part of this Community Approval Process:

- “1”** Notice of Vote
- “2”** Ballot Question
- “3”** Voter Declaration
- “4”** Certification of Vote and Results.

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APPENDIX "1"
Form of Notice of Vote

NOTICE OF VOTE

TO: THE MEMBERS OF THE SIOUX VALLEY DAKOTA NATION

TAKE NOTICE that a vote of the Eligible Members (as described here) of Sioux Valley Dakota Nation will be held on _____ at Sioux Valley Dakota Nation Reserve between the hours of 9:00 a.m. and 8:00 p.m. for the purpose of determining if the Eligible Members affirm their prior approval of the Sioux Valley Dakota Nation Constitution and approve and authorize the elected Council of Sioux Valley Dakota Nation to sign:

- a proposed Governance Agreement between Sioux Valley Dakota Nation and Canada which sets out Sioux Valley Dakota Oyate government arrangements and provides for a government-to-government relationship between them;
- a proposed Tripartite Governance Agreement among Sioux Valley Dakota Nation, Canada and Manitoba in which Manitoba recognizes and concurs with the Governance Agreement; and
- other documents related to the implementation of the Governance Agreement.

Eligible Members who live on Sioux Valley Dakota Nation Lands will have copies of the Sioux Valley Dakota Nation Constitution, the Governance Agreement and the Tripartite Agreement delivered to their homes or left for them at the administration offices of Sioux Valley Dakota Nation.

Eligible Members who do not live on the Sioux Valley Dakota Nation Lands will have copies of these documents sent to them by registered mail, provided the Council of Sioux Valley Dakota Nation has a current address for them.

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DESPITE THIS, ELIGIBLE MEMBERS MAY MAKE REQUESTS FOR COPIES OF THESE DOCUMENTS TO THE COUNCIL OF THE SIOUX VALLEY DAKOTA NATION AT:

Sioux Valley Dakota Nation First Nation
P.O. Box 38
Griswold, Manitoba
R0M 0S0

Phone: 1-866-721-0293

VOTING PROCEDURE

The Eligible Members will be asked to vote on the following question:

As a member of the Sioux Valley Dakota Nation do you affirm the prior approval of the Sioux Valley Dakota Nation Constitution and do you approve and authorize the Council of the Sioux Valley Dakota Nation to sign:

- *the Governance Agreement between Sioux Valley Dakota Nation and Canada which sets out Sioux Valley Dakota Oyate government arrangements and provides for a government-to-government relationship between them; and*
- *the Tripartite Governance Agreement among Sioux Valley Dakota Nation, Canada and Manitoba in which Manitoba recognizes and concurs with the Governance Agreement; and*
- *other documents related to the implementation of the Governance Agreement?*

The vote will be conducted in accordance with the Community Approval Process. The Community Approval Process forms Schedule “J” to the proposed Governance Agreement.

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ELIGIBLE MEMBERS

All members of the Sioux Valley Dakota Nation who:

- appear on the band list of Sioux Valley Dakota Nation First Nation; and
- are 18 years of age or older

as of the voting day are considered “Eligible Members” and are entitled to vote.

Attached to this Notice of Vote is a List of Voters. The List of Voters should contain the names of all Eligible Members. In addition to the criteria set out above, the name of an Eligible Member must appear on the List of Voters for that Eligible Member to be entitled to vote.

An Eligible Member may, up to and including the Voting Day, apply to the Process Officer to have his or her name added to the List of Voters if it does not appear, provided that individual can:

- produce adequate and current identification, including proof of age; and
- provide evidence satisfactory to the Process Officer that he or she is on the band list or has submitted an application to have his or her name entered on the band list and the application has been approved.

Any Eligible Member may apply to the Process Officer by no later than _____, 20__ to have the List of Voters revised if he or she believes that:

- the name of an Eligible Member has been omitted from the List of Voters in error; or
- the name of an Eligible Member is incorrectly set out or should not be included on the List of Voters.

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MAIL IN BALLOTS

Eligible Members whose ordinary residence is off Sioux Valley Dakota Nation Reserve need not be in attendance on Sioux Valley Dakota Nation Reserve on voting day in order to cast their vote.

These Eligible Members will be sent a Mail In Ballot by registered mail to their last address known to the Council (or to a specified substitutional address, if their mailing address is not known) which will permit them to mail in their vote. Those Eligible Members who cannot be sent a Mail In Ballot as their whereabouts are not known and, if no substitutional address is known, will have to vote in person.

In addition, Eligible Members whose ordinary residence is on the Sioux Valley Dakota Nation Reserve, but who will not be available to vote in person on the voting day, may cast their vote by mail provided they make a request to the Process Officer by _____.

ADVANCE POLLS

Any Eligible Member may vote at an advance poll if he or she so chooses. Advance Polls will be open at the following locations and on the dates and at the times indicated:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
		Sioux Valley Dakota Nation Reserve
		Regina
		Brandon
		Winnipeg

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INFORMATION MEETINGS

Information meetings for purposes of providing an opportunity for the Council of Sioux Valley Dakota Nation, legal counsel and any other individuals as requested by the Council to inform the Eligible Members about the Sioux Valley Dakota Nation Constitution, the Governance Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement will be held at the following dates, times, and places:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
-------------	-------------	-----------------

QUESTIONS

Any questions concerning the Sioux Valley Dakota Nation Constitution, the Governance Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement should be directed to the Council of the Sioux Valley Dakota Nation First Nation.

Any questions concerning the manner in which the vote is to be conducted, including requests for revisions to the List of Voters and requests for Mail In Ballots, should be directed to the Process Officer.

***SIOUX VALLEY DAKOTA NATION
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PROCESS OFFICER

The Process Officer is _____ and may be reached by calling (204) _____
(collect calls will be accepted).

**IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE INFORMATION
CONTAINED IN THIS NOTICE OF VOTE AND THE COMMUNITY APPROVAL
PROCESS, THE COMMUNITY APPROVAL PROCESS WILL GOVERN.**

SIGNED at _____ this _____ day of _____, 20____

Process Officer

SIoux VALLEY DAKOTA NATION
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APPENDIX "2"
Form of Ballot Question

As a member of the Sioux Valley Dakota Nation do you affirm the prior approval of the Sioux Valley Dakota Nation Constitution and do you approve and authorize the Council of the Sioux Valley Dakota Nation to sign:

- the Governance Agreement between Sioux Valley Dakota Nation and Canada which sets out Sioux Valley Dakota Oyate government arrangements and provides for a government-to-government relationship between them; and
- the Tripartite Governance Agreement among Sioux Valley Dakota Nation, Canada and Manitoba in which Manitoba recognizes and concurs with the Governance Agreement; and
- other documents related to the implementation of the Governance Agreement?

Mark this Ballot by placing **an "X"** in the box CONTAINING the word "**YES**", if you agree, or "**NO**" if you do not agree.

<i>YES</i>	<i>NO</i>
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SIOUX VALLEY DAKOTA NATION
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APPENDIX "3"
Form of Voter Declaration

I, _____, _____
(Name of Voter – please print) (Indian Registration No.)

DO SOLEMNLY DECLARE THAT:

- I am a member of the Sioux Valley Dakota Nation First Nation, and am 18 years of age or older or I will be over the age of 18 years on or before _____, 20____.
- I have received a copy of the Sioux Valley Dakota Nation Constitution, the Governance Agreement and the Tripartite Governance Agreement.
- I am voting freely, without the compulsion or undue influence of anyone.
- I understand that I may only vote once, and that if I vote in person that this ballot will not be counted.

DATE: _____, 20____
(print date) Signature of Voter

IMPORTANT NOTE TO VOTER:

FOR YOUR VOTE TO COUNT:

- **YOU MUST PRINT YOUR NAME AND INDIAN REGISTRATION NUMBER IN THE PLACES PROVIDED AT THE TOP OF THIS FORM**

-AND-

- **YOU MUST SIGN IN THE PLACE PROVIDED AT THE BOTTOM OF THIS FORM**

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3. THAT the voting procedure was conducted in accordance with the Community Approval Process and, without limitation:
- I prepared the List of Voters from the list of Eligible Members provided to me by the Department of Indian Affairs and Northern Development and made required revisions to the List of Voters in accordance with 6.0 of the Community Approval Process, a copy of the final version of which is attached as Exhibit “B”;
 - I appointed those assistants as I determined appropriate;
 - I prepared the Notice of Vote in accordance with 4.02 of the Community Approval Process, a copy of the form of which is attached as Exhibit “C”;
 - (I)(an assistant appointed by me) posted the Notice of Vote in accordance with 4.03(a) of the Community Approval Process;
 - I caused a copy of the Notice of Vote, the List of Voters and the documents referred to in the Notice of Vote to be delivered to those Eligible Members whose ordinary residence was on Sioux Valley Dakota Reserve in accordance with 4.03(b) of the Community Approval Process;
 - (I)(an assistant appointed by me) conducted all information meetings;
 - I caused to be prepared the ballots in accordance with 7.01 of the Community Approval Process, ensured there were a sufficient number of ballot boxes and arranged to provide for polling booths and lead pencils for marking the ballots and a copy of the form of the ballot is attached as Exhibit “D”;
 - I ensured Mail In Ballots were sent out to those Eligible Members whose ordinary residence was not on Sioux Valley Dakota Nation Reserve and in respect of whom the Council had provided an address in accordance with 8.01 of the Community Approval Process and provided such ballots to those who requested them in accordance with 8.02 of the Community Approval Process;
 - (I)(an assistant appointed by me) conducted advance polls in accordance with 9.0 of the Community Approval Process;

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- (I)(an assistant appointed by me) conducted the vote at the poll in accordance with 10.0 through 14.0 of the Community Approval Process;
 - I counted the votes in accordance with 15.0 and 16.0 of the Community Approval Process; and
 - I ensured that any amendments to the Community Approval Process were posted in accordance with 17.02 and 17.03 of the Community Approval Process.
4. THAT, with respect to each advance poll, immediately before the opening of that poll:
- (I)(an assistant appointed by me) opened the ballot box to be used in connection with the vote;
 - (I)(an assistant appointed by me) ensured the ballot box was empty;
 - individuals who were present witnessed that the ballot box was empty; and
 - the ballot box was then locked and properly sealed and placed in view for the reception of ballots.
5. THAT on voting day, immediately before the opening of the poll:
- (I)(an assistant appointed by me) opened the ballot box to be used in connection with the vote;
 - (I)(an assistant appointed by me) ensured the ballot box was empty;
 - individuals who were present witnessed that the ballot box was empty; and
 - the ballot box was then locked, properly sealed and placed in view for the reception of ballots.

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6. THAT the results of the vote were as follows:

- _____ Voters appeared on the List of Voters prepared in accordance with 4.01 and 6.0 of the Community Approval Process, and the number of Voters who were entitled to cast a vote was therefore _____
- _____ ballots were cast in the vote (including Spoiled Ballots)
- _____ Voters voted “YES”
- _____ Voters voted “NO”
- _____ ballots were rejected as Spoiled Ballots.

7. THAT therefore at least 25% of all the Voters (voted)(did not vote) “YES” on their ballots and, of those Voters who vote, a majority (voted)(did not vote) vote “YES” on their ballots thereby (affirming)(failing to affirm) the prior approval of the Sioux Valley Dakota Nation Constitution and (approving)(failing to approve) and (not) authorizing the Council of Sioux Valley Dakota Nation to execute the Governance Agreement, the Tripartite Governance Agreement and other documents related to the implementation of the Governance Agreement.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the _____)
_____ of _____)
in the Province of Manitoba this _____)
_____ day of _____, 20____)

My Commission expires:

TRIPARTITE GOVERNANCE AGREEMENT

AMONG:

SIOUX VALLEY DAKOTA NATION

as represented by the elected Council of its government

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

***as represented by
the Minister of Indian Affairs and Northern Development***

AND

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA

***as represented by
the Minister of Aboriginal and Northern Affairs***

Tripartite Governance Agreement

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Tripartite Governance Agreement

This Agreement made as of the 30th day of August, 20/3

AMONG:

SIoux VALLEY DAKOTA NATION

as represented by the elected Council of its government

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

AND

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA

as represented by the Minister of Aboriginal and Northern Affairs

PREAMBLE

- A. On March 2, 2001, Sioux Valley Dakota Nation and Canada entered into a Comprehensive Agreement-in-Principle to continue negotiations about the Governance Agreement;
- B. At the same time, Sioux Valley Dakota Nation, Canada and Manitoba entered into a Tripartite Agreement-in-Principle to continue negotiations about this Agreement;
- C. At the same time Sioux Valley Dakota Nation, Canada and Manitoba are entering into this Agreement, Sioux Valley Dakota Nation and Canada are entering into a Governance Agreement which sets out Sioux Valley Dakota Oyate government arrangements and provides for a government-to-government relationship between them;
- D. Sioux Valley Dakota Nation, Canada and Manitoba are entering into this Agreement for the purpose of providing for Manitoba's recognition of, and concurrence with, the Governance Agreement and Manitoba's commitment to undertaking any measures necessary to give legal effect to the Governance Agreement;

Tripartite Governance Agreement

- E. The Members approved, and authorized the elected council of Sioux Valley Dakota Nation to sign, the Governance Agreement and this Agreement and other documents related to the implementation of the Governance Agreement through the Community Approval Process;
- F. The Governor in Council, by Order in Council, approved, and authorized the signing of, these documents on behalf of Canada; and
- G. The Lieutenant Governor in Council of Manitoba, by Order in Council, approved, and authorized the signing of this Agreement on behalf of Manitoba.

Therefore, the Parties agree as follows:

1.0 Definitions and interpretation

1.01 In this Agreement:

- (a) words and phrases with specific meanings have been identified in the text by the capitalization of the first letter of the words or the first letter of each word in phrases; and
- (b) except as provided in 1.02, words and phrases with specific meanings have the same meaning as the meanings of the same words and phrases when defined in the Governance Agreement.

1.02 In this Agreement:

Agreement means this Agreement.

Governance Agreement means the agreement between Sioux Valley Dakota Nation and Canada entered into at the same time Sioux Valley Dakota Nation, Canada and Manitoba entered into this Agreement.

Provincial Implementing Legislation means the legislation Manitoba intends to recommend to the Legislative Assembly of Manitoba to give legal effect to the Governance Agreement.

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- 1.03 This Agreement is to be interpreted in the same manner as the Governance Agreement is to be interpreted, as set out in 1.02 of the Governance Agreement [*How this Agreement is to be interpreted*].

2.0 General application of Governance Agreement to Manitoba

- 2.01 Manitoba recognizes and concurs with the Governance Agreement.
- 2.02 Manitoba agrees that all provisions of the Governance Agreement that relate to Manitoba apply to Manitoba and are enforceable by or against Manitoba as if those provisions were terms of this Agreement.
- 2.03 Nothing in the other provisions of this Agreement limit the application of this Article.

3.0 Acknowledgment, recognition and concurrence by Manitoba

- 3.01 Manitoba recognizes and concurs with the Governance Agreement as it:
- (a) provides that Sioux Valley Dakota Nation is a legal entity;
 - (b) recognizes Sioux Valley Dakota Oyate Government and the ability of Sioux Valley Dakota Nation to change the structures of Sioux Valley Dakota Oyate Government in accordance with the Sioux Valley Dakota Nation Constitution;
 - (c) provides that Sioux Valley Dakota Nation has Jurisdiction in relation to the subject areas set out in Part 5 of the Governance Agreement [*Sioux Valley Dakota Nation Jurisdiction*] and the other Parts of the Governance Agreement referred to in that Part;
 - (d) provides that Sioux Valley Dakota Nation will exercise Jurisdiction, carry out other government functions and otherwise act through Sioux Valley Dakota Nation Dakota Oyate Government;

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- (e) provides:
 - (i) that Sioux Valley Dakota Nation Laws apply only on Sioux Valley Dakota Nation Lands, except as provided for in the Governance Agreement; and
 - (ii) to whom Sioux Valley Dakota Nation Laws may apply; and
- (f) provides that, subject to any applicable federal and provincial laws, Sioux Valley Dakota Oyate Government may make programs or services available, and operate facilities and institutions for, Sioux Valley Dakota Nation Citizens off Sioux Valley Dakota Nation Lands.

4.0 Relationship of laws

- 4.01 Manitoba recognizes and concurs with the manner in which the Governance Agreement provides for the continued application of applicable federal and applicable provincial laws.
- 4.02 Manitoba recognizes and concurs with the manner in which the Governance Agreement provides for the resolution of inconsistencies between a Sioux Valley Dakota Nation Law and any applicable federal or provincial law.

5.0 Relationship of the Parties

- 5.01 This Agreement provides for a government-to-government relationship among Sioux Valley Dakota Nation, Canada and Manitoba, and between Sioux Valley Dakota Nation and Manitoba, within the framework of the Canadian constitution.
- 5.02 This government-to-government relationship includes ongoing political, intergovernmental, financial and communication dimensions.
- 5.03 Sioux Valley Dakota Nation, Canada and Manitoba will conduct themselves in this government-to-government relationship so as to promote and demonstrate:
 - (a) open communication;
 - (b) respect for their respective governments and laws;

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- (c) co-operation and collaboration;
- (d) consultation and negotiation;
- (e) avoidance of conflict; and
- (f) fair, effective and independent dispute resolution.

5.04 No legal obligations are created by 5.03.

5.05 This government-to-government relationship does not create legal obligations for Sioux Valley Dakota Nation, Canada or Manitoba, except as expressly provided for in this Agreement.

6.0 Financial obligations of Manitoba

6.01 Nothing in the Governance Agreement, Sioux Valley Dakota Nation Financial Arrangements Agreement, Intergovernmental Relations and Implementation Plan or this Agreement creates a financial obligation for Manitoba, without the agreement of Manitoba in writing.

7.0 Amendment of the Governance Agreement

7.01 The recognition by Manitoba of, and concurrence by Manitoba with, the Sioux Valley Dakota Oyate government arrangements provided for in the Governance Agreement does not extend to an amendment of the Governance Agreement without the agreement of Manitoba in writing.

7.02 Although Manitoba is not a party to the Governance Agreement, Manitoba may propose to Sioux Valley Dakota Nation and Canada an amendment to the Governance Agreement.

7.03 If Manitoba proposes an amendment to the Governance Agreement, the process provided for in 73.02 of the Governance Agreement [*Process where an amendment is proposed*] applies with necessary changes.

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8.0 Amendment of this Agreement

- 8.01 Sioux Valley Dakota Nation, Canada and Manitoba may amend this Agreement at any time.
- 8.02 Part 14 of the Governance Agreement [*Amendment of this Agreement*] applies to any proposed amendment of this Agreement, with necessary changes.

9.0 Legal measures to be undertaken by Manitoba

- 9.01 Manitoba will recommend the Provincial Implementing Legislation to the Legislative Assembly of Manitoba, and undertake any other measures, necessary to give legal effect to the Governance Agreement.
- 9.02 Without limiting 9.01, it is contemplated that the Provincial Implementing Legislation will provide that:
- (a) the capacities of Sioux Valley Dakota Nation and Sioux Valley Dakota Oyate Government provided for in Part 3 of the Governance Agreement [*Capacity of Sioux Valley Dakota Oyate Government*] are given legal recognition; and
 - (b) Sioux Valley Dakota Nation Laws made in accordance with the Governance Agreement will have the force of law.
- 9.03 Manitoba will involve Sioux Valley Dakota Nation and Canada during the drafting of the Provincial Implementing Legislation prior to the legislation being tabled in the Legislative Assembly of Manitoba.
- 9.04 This involvement will include:
- (a) ensuring that Sioux Valley Dakota Nation and Canada have a reasonable period of time to consider drafts of the legislation;
 - (b) ensuring Sioux Valley Dakota Nation and Canada have a reasonable period of time to prepare comments about drafts of the legislation and provide those comments to Manitoba; and
 - (c) giving full and fair consideration to any comments provided by Sioux Valley Dakota Nation or Canada about drafts of the legislation.

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- 9.05 Manitoba will involve Sioux Valley Dakota Nation and Canada with respect to any measures, other than the Provincial Implementing Legislation, that Manitoba intends to take to ensure the Governance Agreement is legally effective.

10.0 Changes in the legal measures taken by Manitoba

- 10.01 Once the Provincial Implementing Legislation is enacted by the Legislative Assembly of Manitoba and proclaimed in force, Manitoba will not recommend any amendment to that legislation unless Manitoba has involved Sioux Valley Dakota Nation and Canada during the drafting of that amendment.
- 10.02 Section 9.04 applies to the involvement of Sioux Valley Dakota Nation and Canada in the drafting of any amendment to the Provincial Implementing Legislation with necessary changes.

11.0 Future legal measures by Manitoba

- 11.01 Manitoba will undertake any measures necessary to give legal effect to the Governance Agreement in addition to those referred to in 9.01, where either:
- (a) Sioux Valley Dakota Nation, Manitoba and Canada agree that legislation or other measures are necessary or desirable for that purpose; or
 - (b) a court of competent jurisdiction determines that the Governance Agreement, or any provision of the Governance Agreement, is not legally effective as a result of legislation or other measures that are required by Manitoba.
- 11.02 If Manitoba intends to enact legislation under 11.01, 9.04 applies with necessary changes.

12.0 Legal measures by Manitoba if the Governance Agreement is amended

- 12.01 Manitoba will take all necessary measures to make an amendment to the Governance Agreement legally effective.
- 12.02 Manitoba will involve Sioux Valley Dakota Nation and Canada in taking any necessary measures to make an amendment to the Governance Agreement legally effective.

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12.03 If Manitoba intends to enact legislation to make an amendment legally effective, 9.04 applies with necessary changes.

13.0 Status of this Agreement

13.01 This Agreement is not a “treaty” and does not create “treaty rights” within the meaning of section 25 and subsection 35(1) of the *Constitution Act, 1982*.

13.02 Nothing in this Agreement:

- (a) abrogates or derogates from any aboriginal or treaty rights of Sioux Valley Dakota Nation recognized and affirmed by subsection 35(1) of the *Constitution Act, 1982* or the exercise of those rights by individuals;
- (b) prejudices, limits or restricts the position that Sioux Valley Dakota Nation, Canada or Manitoba may take at any time about any aboriginal or treaty rights of Sioux Valley Dakota Nation or the exercise of those rights by individuals; or
- (c) recognizes or denies any aboriginal or treaty rights of Sioux Valley Dakota Nation or the exercise of those rights by individuals.

13.03 Nothing in this Agreement abrogates or derogates from any existing aboriginal or treaty rights of aboriginal peoples in Canada who are not party to this Agreement.

14.0 Entire agreement

14.01 This Agreement is the entire agreement among Sioux Valley Dakota Nation, Canada and Manitoba as of the date this Agreement comes into effect.

14.02 No Party has relied on any representation or promise made by another Party, unless it is set out in this Agreement.

14.03 This Agreement replaces all previous agreements relating to its subject matter, including the Tripartite Agreement-in-Principle dated March 2, 2001.

14.04 Sioux Valley Dakota Nation, Canada and Manitoba agree to do whatever is necessary to carry out this Agreement.

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14.05 None of Sioux Valley Dakota Nation, Canada and Manitoba may assign its obligations under this Agreement.

14.06 Section 14.05 does not apply where Sioux Valley Dakota Nation delegates a governmental function, including delegating the Jurisdiction necessary, or taking other actions, to permit that government function to be carried out.

14.07 This Agreement benefits and binds:

- (a) Sioux Valley Dakota Nation, its successors, and agents;
- (b) Her Majesty the Queen in right of Canada, Her heirs, successors and agents; and
- (c) Her Majesty the Queen in right of Manitoba, Her heirs, successors and agents.

15.0 Participation in benefits by elected officials

15.01 No member of the elected council of Sioux Valley Dakota Nation, leader or official of Sioux Valley Dakota Oyate Government is entitled to enjoy any benefits under this Agreement.

15.02 No member of the House of Commons or Senate of Canada is entitled to enjoy any benefits under this Agreement.

15.03 No member of the Legislative Assembly of Manitoba is entitled to enjoy any benefits under this Agreement.

15.04 Despite 15.01 to 15.03, a person who is a Sioux Valley Dakota Nation citizen is entitled to enjoy the same benefits under this Agreement as all other Sioux Valley Dakota Nation citizens.

15.05 Despite 15.01 to 15.03, a person who is not a Sioux Valley Dakota Nation citizen but who ordinarily resides on Sioux Valley Dakota Nation Lands is entitled to enjoy the same benefits under this Agreement as all other similar persons.

16.0 Warranties by Manitoba

16.01 Manitoba warrants that:

- (a) there were no existing, or pending, legal proceedings that would have prevented it from signing this Agreement;
- (c) no legal impediment prevented it from signing this Agreement; and
- (b) by signing, and complying, with this Agreement, it will not breach any other agreement to which it is a party as of the date this Agreement comes into effect.

17.0 Liability and Indemnification

- 17.01 A legal obligation that Sioux Valley Dakota Nation or Canada owes to Manitoba, and that existed before the date this Agreement comes into effect, continues despite, and is not affected by, this Agreement, except as otherwise provided for in this Agreement or the Governance Agreement.
- 17.02 This Agreement does not prevent, or affect, any claim Manitoba may have against Sioux Valley Dakota Nation or Canada in the future, except as otherwise provided for in this Agreement or the Governance Agreement.
- 17.03 Manitoba is not liable for the acts, omissions or negligence of Sioux Valley Dakota Nation or any agent of Sioux Valley Dakota Nation or Canada or any agent of Canada.
- 17.04 Manitoba will indemnify Sioux Valley Dakota Nation and its agents from all claims that arise as a result of an omission or wrongful or negligent act of Manitoba or its agents.
- 17.05 Sioux Valley Dakota Nation will indemnify Manitoba and its agents from all claims that arise as a result of an omission or wrongful or negligent act of Sioux Valley Dakota Nation or its agents.

18.0 Judicial determinations of validity

- 18.01 If a court finally determines that any provision of this Agreement is invalid or unenforceable, Sioux Valley Dakota Nation, Canada and Manitoba will proceed in the manner set out in 81.01(1) of the Governance Agreement [*Effect of invalidity or unenforceability*], with necessary changes.
- 18.02 If a court finally determines that any provision of the legislation made or any additional measures taken by Manitoba to give legal effect to the Governance Agreement is invalid, Manitoba will do its best to amend the legislation or change those measures, if that is necessary to remedy the invalidity.

19.0 Coming into effect

- 19.01 Subject to 19.02, this Agreement comes into effect on the same day on which the Governance Agreement comes into effect.
- 19.02 Article 9.0 [*Legal Measures to be undertaken by Manitoba*] comes into effect on the day when the last of the following occurs:
- (a) the Governance Agreement has been signed by both Sioux Valley Dakota Nation and Canada; and
 - (b) this Agreement has been signed by all of Sioux Valley Dakota Nation, Canada and Manitoba.