

ACR Aboriginal Programs Project Program Template

Program Area:	4.0	Community Relations
Sub Program:	4.1	Developing Framework Agreements
Template:	4.1.8	"Good Neighbour" MOU
Sponsor(s):	<i>Tolko Industries Ltd., Lesser Slave Lake Indian Regional Council (LSLIRC)</i>	

1. Objective

To provide a base for formalizing communications between the Lesser Slave Lake Indian Regional Council (LSLIRC) and Tolko Industries Ltd.

2. Description

Referred to by both parties as a "good neighbour" approach, the MOU agreement (attached below) is intended to lead to identifying LSLIRC's role in forest management planning where Tolko's operations overlap with LSLIRC's Treaty 8 lands, while acknowledging Tolko's rights as an FMA holder.

The MOU ensures that both parties confirm their intention to begin exploratory discussions regarding the following matters of mutual interest:

- A communication process that will, among other things, take into consideration and where appropriate, incorporate in a form acceptable to each of the parties acting reasonably, relevant components of the LSLIRC "Framework for Relations with Governments and Industries within Treaty No. 8 Territory"
- A dispute resolution process
- Identification of business opportunities within areas of interest specific to logging, reclamation and value-added business ventures
- Plans for future employment opportunities for individual members of the LSLIRC First Nations
- Roles in forest management and operating plans

3. Implementation

The MOU creates the framework for the negotiation, preparation and execution of legally binding agreements between the parties.

4. Timeframe for Results

Agreements such as this are intended for long-term relationships and are viewed as one step in

solidifying a long-lasting relationship.

5. Measurable Criteria

These include:

- Creation of a successful MOU agreement
- Creation of a sustainable and skilled Aboriginal employment base
- Increase in contracts for local contractors
- Creation of sustainable income, economic and other benefits for the Aboriginal community
- Strengthened relationship and mutual respect between the parties

6. Budget

Both parties are responsible for their respective costs in implementing specific aspects of the MOU.

7. Partners and Sponsors

The partners for this program were Lesser Slave Lake Indian Regional Council (LSLIRC), and Tolko Industries Ltd.

LSLIRC is an organization involved in the development of business opportunities on behalf of its member First Nations: Driftpile First Nation, Kapawe'no First Nation, Sawridge Band, Sucker Creek First Nation, and Swan River First Nation.

8. Experience with the Program

The MOU agreement was signed on June 10, 2005.

9. General Applicability

This MOU is a model that can be used by resource industries and Aboriginal communities to establish a framework for exploring business and employment opportunities that will benefit both parties.

10. Additional Information or Support

Dave Knight, Woodlands Regional Manager, Tolko Industries Ltd., P.O. Box 630, Slave Lake, AB T0G 2A0

Telephone: (780) 805-3003

Email: Dave.Knight@tolko.com

Date entered or updated: August 26, 2005

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE LESSER SLAVE LAKE INDIAN REGIONAL COUNCIL

of the Province of Alberta
(*"LSLIRC"*)
representing its member First Nations

OF THE FIRST PART

AND:

TOLKO INDUSTRIES LTD.

being a body corporate having an office
located near the Town of Slave Lake, in the
Province of Alberta
(*"Tolko"*)

OF THE SECOND PART

WHEREAS:

- A. LSLIRC is an organization involved in the development of business opportunities on behalf and for its member First Nations, being the Driftpile First Nation, the Kapawe'no First Nation; the Sawridge Band; the Sucker Creek First Nation and the Swan River First Nation (collectively, *"LSLIRC First Nations"*).
- B. Tolko is an organization interested in developing a working relationship, as applicable, with the LSLIRC and the LSLIRC First Nations.
- C. Tolko acknowledges that under Section 35 of the *Constitution Act, 1982*, existing Aboriginal and treaty rights of the Aboriginal peoples of Canada are recognized and affirmed.
- D. LSLIRC and the LSLIRC First Nations acknowledge that under Section 16 of the *Forests Act* (Alberta), Tolko has been granted certain rights as described in forest management agreements FMA 8600024 and FMA 9700033 held by Tolko, as the same may be amended or renewed from time to time (the *"Tolko FMAs"*).

- E. The parties have agreed that, prior to the negotiation, preparation and execution of legally binding agreements between them, the parties will enter into this Memorandum of Understanding (this "*MOU*").

NOW, THEREFORE, in furtherance of the mutual dialogue, information exchange, consultation and ongoing discussion processes adopted to date between Tolko and LSLIRC, the parties hereby acknowledge and confirm the following:

1. To protect each party against unrestricted use or improper disclosure of such party's confidential or proprietary information by the other party, the parties confirm their intention to promptly negotiate and enter into a confidentiality and non-disclosure agreement (the "*Non-Disclosure Agreement*") containing commercially reasonable terms. The Non-Disclosure Agreement shall, in accordance with its terms, be binding on the parties with respect to the disclosure of all matters and activities as described in this MOU.
2. The parties further confirm their intention to begin exploratory discussions in relation to the following matters of mutual interest:
 - a) a communication process that will, among other things, take into consideration and where appropriate incorporate, in a form acceptable to each of the parties acting reasonably, relevant components of the LSLIRC "*Framework for Relations with Governments and Industries within Treaty No. 8 Territory*";
 - b) a dispute resolution process;
 - c) identifying business opportunities within areas of interest specific to logging, reclamation and value added business ventures;
 - d) plans for future employment opportunities for individual members of the LSLIRC First Nations; and
 - e) roles in forest management and operating plans.
3. This MOU shall be effective as of the date first written above.
4. This MOU shall not be amended except by an instrument in writing executed by each of the parties.
5. The laws of the Province of Alberta shall govern the interpretation of this MOU and the parties submit to the exclusive jurisdiction of the Courts of Alberta.
6. The parties agree that this MOU may be executed in counterpart and/or by facsimile, and such counterparts taken together shall be deemed to constitute one and the same instrument.
7. No discussions between the parties or any information disclosed by either party prior to entering into or as contemplated by this MOU shall be deemed to constitute a covenant, representation or warranty.
8. For greater certainty, each of LSLIRC and Tolko specifically acknowledge and agree that this document constitutes a memorandum of understanding only, and the same is not intended to be, nor should the same be construed as, a legally binding agreement as between Tolko, LSLIRC and/or any of the LSLIRC First Nations, or with or between any other person or entity.
9. The parties agree that neither this MOU, nor any binding agreement when negotiated and concluded between them, shall be construed so as to abrogate or derogate from:

- a) any treaty rights of the LSLIRC First Nations;
- b) any treaty rights of the individual members of the LSLIRC First Nations, or
- c) any rights of Tolko pursuant to the Tolko FMAs.

IN WITNESS WHEREOF, the undersigned, being the Chiefs of the First Nations that comprise the Lesser Slave Lake Indian Regional Council, hereby approve of this Memorandum of Understanding, with effect as of the day and year first written above.

**THE LESSER SLAVE LAKE INDIAN
REGIONAL COUNCIL, by its member First
Nations**

DRIFTPILE FIRST NATION

Per: _____
Chief Rose Laboucan

KAPAWE'NO FIRST NATION

Per: _____
Chief Frank Halcrow

SWAN RIVER FIRST NATION

Per: _____
Chief Leon Chalifoux

SAWRIDGE BAND

Per: _____
Chief Roland Twin

SUCKER CREEK FIRST NATION

Per: _____
Chief Fred Badger

IN WITNESS WHEREOF, the undersigned, being a duly authorized representative of Tolko Industries Ltd., hereby approves of this Memorandum of Understanding, with effect as of the day and year first written above.

TOLKO INDUSTRIES LTD.

Per: _____
Title: