

BLOOD TRIBE

GOVERNANCE

AND CHILD WELFARE

AGREEMENT-IN-PRINCIPLE

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**BLOOD TRIBE GOVERNANCE AND CHILD WELFARE
AGREEMENT-IN-PRINCIPLE**

This Agreement-in-Principle is made

BETWEEN:

BLOOD TRIBE

as represented by the Blood Tribe Chief and Council,
(hereinafter referred to as the “Blood Tribe”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development,
(hereinafter referred to as “Canada”)

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA**

as represented by the Minister of Children’s Services,
(hereinafter referred to as “Alberta”)

WHEREAS the Blood Tribe includes Aboriginal people within the meaning of section 35 of the *Constitution Act, 1982*;

AND WHEREAS the Blood Tribe has a history of decision-making in respect of child welfare matters;

AND WHEREAS the Blood Tribe has a longstanding relationship with the Crown in Right of Canada and has entered into Treaty 7 which is solemn and enduring in nature;

AND WHEREAS the Blood Tribe is desirous of asserting decision-making over child welfare matters on Blood Tribe Reserve Lands in accordance with its customs and traditions evolved over time as expressed in the declaration by the elders of the Blood Tribe titled “*Kainayssini*”;

AND WHEREAS the Parties agree that the main objective of the Blood Tribe, in exercising jurisdiction over child welfare matters on Blood Tribe Reserve Lands, is to protect the interests of Blood Tribe children and promote stability and security of the Blood Tribe and Blood Tribe families through the utilization of those cultural, customary and community values and practises which are unique and integral to the Blood Tribe, while providing child welfare services that are equal to, or which exceed, provincial standards prevailing in Alberta;

AND WHEREAS the Parties agree that Blood Tribe Law will apply to all children on Blood Tribe Reserve Lands;

AND WHEREAS the Parties acknowledge that any fiduciary relationship will continue in accordance with the laws of Canada; and

NOW THEREFORE THE PARTIES agree that the following provisions of this Agreement-in-Principle are intended to form the basis of the Final Agreement on Blood Tribe Child Welfare matters.

PART 1 - DEFINITIONS

1.1 In this Agreement, unless otherwise specified herein:

“Agreement” means this Agreement-in-Principle;

“Alberta” means Her Majesty the Queen in Right of the Province of Alberta;

“Authority” means any authority other than Law Making Authority;

“Blood Tribe”, also known as the Blood Indian Band, means the body of Indians for whose use and benefit in common, lands the legal title to which is vested in the Queen in Right of Canada, have been set apart by Canada for the Blood Tribe;

“Blood Tribe Child” means a Blood Tribe Member who has not attained the age of 18 years;

“Blood Tribe Council” means the law-making body of the Blood Tribe, established in accordance with the Blood Tribe Governance Code and Blood Tribe Law;

“Blood Tribe Governance Code” means an internal set of rules in respect of Blood Tribe governance developed in a manner consistent with the custom of the Blood Tribe;

“Blood Tribe Government” is the government of the Blood Tribe represented by the Blood Tribe Council and may include any other body selected according to the Blood Tribe Governance Code and Blood Tribe Law;

“Blood Tribe Law” means a law made in accordance with the Final Agreement and the Blood Tribe Governance Code;

“Blood Tribe Member” means a member of the Blood Tribe as provided for by the Blood Tribe Governance Code and Blood Tribe Law;

“Blood Tribe Reserve Lands” means the Blood Indian Reserve No. 148 and 148A and any land that is declared by Canada to be set apart as a reserve for the use and benefit of the Blood Tribe within the meaning of the *Indian Act*;

“Canada” means Her Majesty the Queen in Right of Canada;

“Child” or “Children” means any person on Blood Tribe Reserve Lands who has not attained the age of 18 years and includes a Blood Tribe Child;

“Child Welfare Authority” means the Kainawa Children’s Services Corporation or a Child Welfare Authority established in accordance with the Blood Tribe Governance Code and Blood Tribe Law;

“Child Welfare” means Authority and Law Making Authority as set out in Part 5, sections 5.2 to 5.5;

“Conflict” means operational incompatibility between applicable laws;

“Consult” means provision to a Party of:

- a) notice of a matter to be decided, in sufficient form and detail to permit the Party to prepare its views on the matter;
- b) in consultations between the Parties to this Agreement, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its view on the matter;
- c) a reasonable period of time to permit the Party to prepare its views on the matter;
- d) an opportunity for the Party to present its views on the matter, and
- e) full and fair consideration of any views so presented by the Party;

“Effective Date” means the date the Final Agreement comes into effect as agreed to by the Parties;

“Final Agreement” means the Final Agreement;

“Financial Funding Agreement” means a Financial Funding Agreement between the Blood Tribe Government and Canada referred to in Part 14;

“Implementation Committee” means a committee appointed pursuant to Part 15;

“Implementation Plan” means an Implementation Plan referred to in Part 15;

“*Kainayssini*” means a declaration by the elders of the Blood Tribe;

“Kainaiwa Children’s Services Corporation” or its successor is the Child Welfare Authority of the Blood Tribe Government which administers Child Welfare services;

“Law Making Authority” means authority to make Blood Tribe Laws in accordance with the Final Agreement;

“Minister of Indian Affairs” means the Minister of Indian Affairs and Northern Development for Canada;

“Minister of Children’s Services” means the Minister of Children’s Services for the Province of Alberta;

“Minister of International and Intergovernmental Relations” means the Minister of International and Intergovernmental Relations for the Province of Alberta;

“Party” means the Blood Tribe, Canada or Alberta; and

“Participating Party” means a Party that is required or agrees to participate in, or initiates a process, described in Part 10.

PART 2 - PURPOSE

- 2.1 The purpose of the Final Agreement is to set out Blood Tribe Authority and Law Making Authority and to set out aspects of the intergovernmental relationship among the Blood Tribe Government, Canada and Alberta.

PART 3 - STRUCTURES OF GOVERNMENT

- 3.1 The Blood Tribe Government, in accordance with the Final Agreement, may exercise its Authority and Law Making Authority to establish a Child Welfare system for the administration of Child Welfare matters on Blood Tribe Reserve Lands.
- 3.2 Prior to the Blood Tribe's ratification of the Final Agreement, the Blood Tribe shall establish a Blood Tribe Governance Code that is not inconsistent with the Final Agreement, and that Code shall be established having considered *Kainayssini* and shall provide for, among other things:
- a) the method of selection of representatives of the Blood Tribe Government including Blood Tribe Council and its powers, duties, compositions, membership and procedures;
 - b) establishment of eligibility criteria and method of selection for Blood Tribe membership including appeal processes;
 - c) procedures for the exercise of legislative powers and duties;
 - d) procedures for making, amending, publishing and providing access to Blood Tribe Laws;
 - e) a system of reporting to Blood Tribe Members, through which the Blood Tribe Government shall be accountable on a basis comparable to standards generally accepted for governments in Canada;
 - f) rules to address conflict of interest for officials of the Blood Tribe Government on a basis comparable to standards generally accepted for governments in Canada;
 - g) procedures for amending the Blood Tribe Governance Code;
 - h) criteria for delegation of Authority; and
 - i) the establishment of a Child Welfare Authority to deliver Child Welfare services including:
 - i) its accountability relationship to the Blood Tribe Government;
 - ii) the role and composition of its board of directors;
 - iii) internal rules and procedures for the conduct of its business and affairs;

- iv) rules to address conflict of interest of its board of directors, employees and agents;
- v) the establishment of policies and standards for the provision of Child Welfare services;
- vi) the establishment of its objectives;
- vii) any plans to ensure ongoing training and capacity enhancement; and
- viii) mechanisms of redress.

3.3 The Blood Tribe Government shall exercise its Authority and Law Making Authority through the Blood Tribe Council in accordance with the Final Agreement and the Blood Tribe Governance Code.

3.4 Recognizing that Blood Tribe Authority and Law Making Authority may extend to persons who are non-Blood Tribe members, the Blood Tribe Government agrees to make provision in Blood Tribe Law for the establishment of mechanisms through which non-Blood Tribe members shall have input into any decision with regard to Child Welfare matters which directly and significantly affect such persons.

3.5 Blood Tribe Law developed pursuant to section 3.4 shall be in effect on the coming into force of the Final Agreement.

PART 4 - STATUS AND CAPACITY

- 4.1 The Blood Tribe and Blood Tribe Government has the capacity, rights, powers and privileges to:
- a) enter into agreements and contracts with any person, government or organization;
 - b) sue or be sued and to act on its behalf in legal proceedings;
 - c) acquire, hold, sell or exchange real property, and any interest therein, but not including Blood Tribe Reserve Lands;
 - d) acquire, hold, expend, invest and borrow money and securities, or guarantee the repayment of money or securities;
 - e) carry on business; and
 - f) do other things ancillary to the exercise of its rights, powers and privileges.
- 4.2 The Blood Tribe Child Welfare Authority has the capacity, rights, powers and privileges to:
- a) enter into agreements and contracts with any person, government or organization;
 - b) sue or be sued and to act on its behalf in legal proceedings;
 - c) acquire, hold, sell or exchange real property, and any interest therein, but not including Blood Tribe Reserve Lands;
 - d) acquire, hold, expend, invest and borrow money and securities, or guarantee the repayment of money or securities;
 - e) carry on business; and
 - f) do other things ancillary to the exercise of its rights, powers and privileges.

PART 5 - LAW MAKING AUTHORITY

5.1 The exercise of Authority and Law Making Authority by the Blood Tribe Government shall be in accordance with the Final Agreement and the Blood Tribe Governance Code.

Child Welfare

5.2 The Blood Tribe Government has Authority and Law Making Authority on Blood Tribe Reserve Lands in relation to the following Child Welfare matters:

- a) the protection of Children from neglect or physical, sexual, or emotional abuse or harm on the part of parents, guardians, caregivers or other persons;
- b) the removal of Children in need of protection from the custody, charge or care of negligent or abusive parents, guardians, caregivers or other persons;
- c) the appointment of individuals to protect and promote the rights of Children to ensure their proper care and treatment and to respond to those in need of protection;
- d) the establishment of programs and services for the protection, assistance, well-being and development of Children and their families;
- e) the approval and regulation of caregivers;
- f) the placement of Children with approved caregivers;
- g) the regulation and licensing of facilities, including but not limited to emergency shelters, safe houses, transition houses and group homes for Children suffering from neglect, abuse or harm or who are otherwise in need of care, support, help or protection;
- h) services and residential facilities for the assistance and development of Children with special needs in need of rehabilitation, care, support or help who are unable to care fully for themselves, but not including needs arising from health matters other than Child Welfare matters; and
- i) services to prevent abandonment, neglect, abuse of or harm to Children.

5.3 The Blood Tribe Government agrees to:

- a) ensure that the best interests of the Child is the paramount consideration in ensuring the safety and protection of Children;

- b) ensure that facility-based services substantially conform to design and program standards of facilities providing similar programs or services in communities of similar size and circumstances elsewhere in Alberta, as determined through the arrangements referred to in section 9.19;
- c) ensure that programs and services are provided by or under the supervision of workers who have received appropriate training as determined through the arrangements referred to in section 9.19;
- d) provide that there is an obligation on every person who has reasonable and probable grounds to believe that a Child under the Blood Tribe Government's jurisdiction is in need of protection services to report this fact to the authority provided for in the Blood Tribe Law;
- e) provide for the development and implementation of a system for the independent audit and service practice review of Blood Tribe Child Welfare standards in accordance with standards agreed upon by the Blood Tribe Government and Alberta, which audits and reviews may apply to specific cases and to services in general as determined through the arrangements referred to in section 9.19;
- f) develop a system for the management, storage and disposal of Child Welfare records and the safeguarding of confidential information as determined through the arrangements referred to in section 9.19;
- g) provide for a system of regulation and licensing of residential facilities, including but not limited to emergency shelters, safe houses, transition houses and group homes for Children suffering from neglect, abuse or harm or who are otherwise in need of care, support, help or protection as determined through the arrangements referred to in section 9.19; and
- h) provide for training, certification, licensing and accreditation requirements of persons and facilities who provide Child Welfare services and accreditation respecting service delivery as determined through the arrangements referred to in section 9.19.

5.4 For greater certainty, any training, certification, licensing, and accreditation requirements of facilities and persons who provide Child Welfare services, made pursuant to the Final Agreement, shall be equal to or exceed any prevailing provincial certification, licensing or accreditation requirements. The standards referred to in this section shall be determined through the arrangements referred to in section 9.19.

- 5.5 In the event of a Conflict between a Blood Tribe Law made pursuant to section 5.2 and a federal or Alberta law, the Blood Tribe Law shall prevail to the extent of the Conflict.
- 5.6 The Parties will prior to Final Agreement address matters relating to:
- a) adoption of Blood Tribe Children on Blood Tribe Reserve Lands, and repatriation and guardianship of Blood Tribe Children off Blood Tribe Reserve Lands, including the definitions of “ordinarily resident” and “guardian”;
 - b) adoption and repatriation of non-Blood Tribe Children on Blood Tribe Reserve Lands;
 - c) daycare;
 - d) early childhood development;
 - e) family violence; and
 - f) the need for an independent person to advocate on behalf of Children.

Blood Tribe Government

- 5.7 The Blood Tribe Government has Authority and Law Making Authority in relation to the method of selection of representatives of the Blood Tribe Government.
- 5.8 In the event of a Conflict between a Blood Tribe Law made pursuant to section 5.7 and a federal law, the Blood Tribe Law shall prevail to the extent of the Conflict.

Blood Tribe Membership

- 5.9 The Blood Tribe Government has Authority and Law Making Authority in relation to the determination of Blood Tribe membership.
- 5.10 Blood Tribe Members shall be named on a list which shall include persons whose names appear on the Blood Tribe Membership List maintained in accordance with the Blood Tribe Membership Code 2000 immediately prior to the coming into force of the Final Agreement.
- 5.11 Notwithstanding section 5.9, a Blood Tribe Membership Law may not remove a person whose name is entered on a Band List, as defined in the Indian Act, only by reason of a situation that existed or action taken before a Blood Tribe Membership Law comes into force.

- 5.12 For greater certainty, on Effective Date, the Blood Tribe Government shall have authority with respect to the list referred to in section 5.10, and Canada shall have no authority with respect to that list.
- 5.13 The *Canadian Citizenship and Immigration Act* and any other federal legislation containing provisions dealing with Canadian citizenship and immigration shall continue to apply on Blood Tribe Reserve Lands and in the event of a Conflict with a Blood Tribe Law, the federal law shall prevail to the extent of the Conflict.
- 5.14 The eligibility of a person to become a Blood Tribe Member in accordance with Blood Tribe Law will not have the effect of conferring on that person Indian status as determined under the *Indian Act*.
- 5.15 Subject to sections 5.11 and 5.13, in the event of a Conflict between a Blood Tribe Law made pursuant to section 5.9 and a federal law, the Blood Tribe Law shall prevail to the extent of the Conflict.

Financial Management

- 5.16 The Blood Tribe Government has Authority and Law Making Authority in relation to its internal financial management.
- 5.17 Monies raised by fees, permits or other means by the Blood Tribe Government shall be administered in accordance with Blood Tribe Law and, for Financial Funding Agreement funds, shall be administered in accordance with the provisions of the Financial Funding Agreement.
- 5.18 Without limiting the generality of the foregoing or of any of the other provisions of this Agreement, the Blood Tribe Government may:
- a) receive monies from the federal or provincial governments and from other entities;
 - b) acquire, hold, expend, invest and borrow money and securities, or guarantee the repayment of money or securities;
 - c) perform such other functions regarding financial management and administration as may be required from time to time.
- 5.19 For greater certainty, financial obligations entered into by the Blood Tribe Government pursuant to the Final Agreement shall not imply or impose any liability on Canada or Alberta.

5.20 In the event of a Conflict between a Blood Tribe Law made pursuant to section 5.16, and a federal law, the Blood Tribe Law shall prevail to the extent of the Conflict.

PART 6 - ENFORCEMENT AND ADJUDICATION

- 6.1 The Blood Tribe Government may provide its members with services for the voluntary settlement of disputes, including services for family mediation.
- 6.2 Blood Tribe Law may provide for the establishment of administrative bodies to administer Blood Tribe Law.
- 6.3 Blood Tribe Law shall require that a person who has reasonable and probable grounds to believe that a Child under the Blood Tribe Government's jurisdiction is in need of the protection services report this fact to the authority provided for in the Blood Tribe Law, notwithstanding that the release of the information on which the belief is based would otherwise be prohibited by law.
- 6.4 Blood Tribe Law may provide for court orders, including orders authorizing the apprehension of Children, to assist in the administration and enforcement of the law. For greater certainty, the power to seek and enforce court orders includes the power to seek that the court apply conditions to orders.
- 6.5 Blood Tribe Law may establish summary conviction offences punishable by fine or term of imprisonment, provided that the fine or term of imprisonment shall be no greater than the general limits established, in the *Criminal Code* or the *Provincial Offences Procedure Act*, for summary conviction offences for which no specific punishment is provided.
- 6.6 Blood Tribe Law may provide for sanctions, as an alternative to fines or imprisonment, that are consistent with Blood Tribe culture and values provided that such sanctions shall not be imposed on an offender without their consent.
- 6.7 Blood Tribe Law may provide for the appointment of enforcement officers and provide those officers with the necessary powers to enforce Blood Tribe Law, including the power to:
- a) enter, with consent, or an order of a court, to inspect;
 - b) require the production of books and records;
 - c) inspect and copy records or remove records in order to make copies;
 - d) inspect and take samples of food, and medication;
 - e) inspect equipment;
 - f) perform tests and take photographs;

- g) apprehend Children in need of protection pursuant to Blood Tribe Law; and
- h) appear on behalf of the Child Welfare Authority in the courts.

6.8 The Provincial Court of Alberta has jurisdiction to hear and determine proceedings in relation to the:

- a) violation of Blood Tribe Law; and
- b) applications for orders provided for under Blood Tribe Law

where the Provincial Court of Alberta would hear such matters if they had arisen under Alberta law.

6.9 The Alberta Court of Queen's Bench shall have jurisdiction to hear and determine proceedings in relation to:

- a) application of orders provided for under Blood Tribe Law where such matters would be heard by the Court of Queen's Bench if they had arisen under Alberta law;
- b) appeal of decisions of the Provincial Court of Alberta in relation to Blood Tribe Law;
- c) challenges to Blood Tribe Law; and
- d) judicial review of decisions of administrative bodies established under Blood Tribe Law, provided that all review mechanisms provided under Blood Tribe Law have been exhausted.

6.10 The Blood Tribe Government is responsible for the prosecution of any violation of Blood Tribe Law and may appoint individuals to conduct such prosecution in a manner consistent with the relevant principles of prosecutorial independence.

6.11 Every fine or penalty arising out of the adjudication of a Blood Tribe Law shall belong to the Blood Tribe Government.

6.12 In any proceeding, a copy of a Blood Tribe Law certified as a true copy by a duly authorized officer of the Blood Tribe Government is, without proof of the officer's signature or of his or her official character, evidence of its enactment on the date specified in the Blood Tribe Law.

6.13 The Parties shall prior to the Final Agreement discuss arrangements that, where appropriate, will allow the Blood Tribe Government to make representations or have standing at judicial proceedings that involve a Blood Tribe Child.

PART 7 - RELATIONSHIP OF LAWS

Federal Laws

- 7.1 Except as otherwise provided for in the Final Agreement, federal laws apply to the Blood Tribe, the Blood Tribe Government, Blood Tribe Reserve Lands and all persons on Blood Tribe Reserve Lands.
- 7.2 Federal laws related to:
- a) the preservation of peace, order and good government in Canada;
 - b) criminal law;
 - c) health and safety; or
 - d) human rights
- shall prevail over Blood Tribe Law to the extent of any Conflict.
- 7.3 For greater certainty, Blood Tribe Law Making Authority does not include the power to make laws in relation to:
- a) criminal law or procedure in criminal matters; and
 - b) labour relations and working conditions.
- 7.4 For greater certainty, it is intended that the Blood Tribe Government exercise Law Making Authority in a manner that avoids, to the extent possible, affecting matters for which no Law Making Authority is provided in the Final Agreement.
- 7.5 Notwithstanding any other provision of the Final Agreement, where a Blood Tribe Law incidentally impacts on a subject matter for which no Law Making Authority is provided in the Final Agreement or for which the Blood Tribe has Law Making Authority but the Final Agreement does not provide for the priority of Blood Tribe Laws, and there is a Conflict between that Blood Tribe Law and a federal law, the federal law prevails to the extent of the Conflict.
- 7.6 The Parties agree to address in the Final Agreement the issue of consistency of Blood Tribe Laws and actions with the international legal obligations of Canada in respect of Child Welfare.

Continuing effect of the *Indian Act*

- 7.7 Subject to any other provisions of the Final Agreement, on Effective Date, the following provisions of the *Indian Act*, and any related regulations or orders made under the authority of those provisions, shall cease to apply to the Blood Tribe Government, Blood Tribe Members and Blood Tribe Reserve Lands:
- a) sections 8 to 14; and
 - b) sections 74 to 80.
- 7.8 All other provisions of the *Indian Act*, other than those listed in section 7.7 and any related regulations or orders made under the authority of those provisions, shall continue to apply to the Blood Tribe Government, Blood Tribe Members and Blood Tribe Reserve Lands.
- 7.9 For the purposes of the continuing application of certain provisions of the *Indian Act*, as set out in section 7.8, the Blood Tribe shall be deemed to be a “band”, Blood Tribe Reserve Lands shall be deemed to be “reserve”, Blood Tribe Council shall be deemed to be the “council of the band” and a Blood Tribe Member shall be deemed to be a “member of a band” within the meaning of those terms as they are defined in the *Indian Act*.

Provincial Laws

- 7.10 Except as otherwise provided for in the Final Agreement, provincial laws of Alberta apply to the Blood Tribe Government, Blood Tribe Reserve Lands and all persons on Blood Tribe Reserve Lands, in the same manner and to the same extent as they did prior to the coming into force of the Final Agreement.
- 7.11 Notwithstanding any other provision of the Final Agreement, where a Blood Tribe Law incidentally impacts on a subject matter for which the Blood Tribe Government does not have Law Making Authority under the Final Agreement and there is a Conflict between that Blood Tribe Law and a provincial law of Alberta, the provincial law of Alberta prevails, to the extent of the Conflict, provided that the provincial law would have applied and prevailed prior to the coming into force of the Final Agreement.
- 7.12 For greater certainty, the Parties agree that the *Fatality Inquiries Act* R.S.A. 1980 chap. F-6 applies.

7.13 For greater certainty, in the event of a Conflict between a provincial law of Alberta and the federal implementing legislation or Blood Tribe Law, the federal implementing legislation or the Blood Tribe Law will prevail to the extent of the Conflict, unless otherwise provided in this Agreement.

PART 8 - TRANSITIONAL PROVISIONS

- 8.1 The Blood Tribe Council in office on the coming into force of the Final Agreement shall be deemed to be the governing body until replaced in accordance with Blood Tribe Law.
- 8.2 The Board of Directors of the Kainaiwa Children's Services Corporation in office on the coming into force of the Final Agreement shall be deemed to be the Directors of the Child Welfare Authority until replaced in accordance with Blood Tribe Law.
- 8.3 On Effective Date it is the intention of the Blood Tribe Government to provide for the establishment of laws in respect of those matters generally addressed by the Child Welfare Act, R.S.A. 1984 C-8.1 and those matters set out in Part 5.
- 8.4 On Effective Date, the *Kainai/Blood Tribe Election Bylaw, 1995*, the *Blood Tribe Membership Code, 2000* and the *Blood Tribe Financial Administration Bylaw* shall be deemed to be Blood Tribe Law until replaced in accordance with a subsequent Blood Tribe Law.

PART 9 - GENERAL PROVISIONS

- 9.1 This Agreement and the Final Agreement are not intended to be Treaties within the meaning of section 35 of the *Constitution Act, 1982*.
- 9.2 Nothing in the Final Agreement shall affect any obligations of Canada or Alberta to justify the infringement of any Aboriginal or Treaty rights of the Blood Tribe or Blood Tribe Members.
- 9.3 Nothing in the Final Agreement shall affect the ability of the Blood Tribe Government or Blood Tribe Members to enjoy or exercise any existing or future constitutional rights of Aboriginal peoples of Canada, or to benefit from any other arrangements or agreements that may be applicable.
- 9.4 Nothing in the Final Agreement shall affect the ability of persons acting in an official capacity pursuant to lawful authority to have access to Blood Tribe Reserve Lands. Such persons shall comply with Blood Tribe Law where such compliance does not affect the carrying out of their lawful duties.
- 9.5 The Canadian *Charter of Rights and Freedoms* applies to the Blood Tribe Government and any legislative bodies or institutions in respect of all matters within their authority.
- 9.6 The *Canadian Human Rights Act* applies to the Blood Tribe Government and any legislative bodies or institutions in respect of all matters within their authority.
- 9.7 The *Statutory Instruments Act* shall not apply to Blood Tribe Laws.

Interpretation

- 9.8 The recitals and schedules shall form part of the Final Agreement.
- 9.9 The Parties shall act in good faith in the implementation of the Final Agreement.
- 9.10 This Agreement-in-Principle shall be interpreted according to the *Interpretation Act*, R.S.C. 1985, c. 1-21, with such modifications as the circumstances require.
- 9.11 There shall be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.
- 9.12 This Agreement-in-Principle is not legally binding.

9.13 A citation of or reference to any legislation is deemed to be a citation of or reference to the legislation as amended from time to time.

Intergovernmental Relationship

- 9.14 The Parties recognize that ongoing intergovernmental relations are essential for the effective implementation of the Final Agreement.
- 9.15 Prior to the form and content of a Final Agreement being agreed to, the Parties will discuss practical ways of ensuring that mechanisms and processes are in place to develop and maintain their ongoing relationship, including:
- a) principles that guide the relationship between governments;
 - b) mechanisms that encourage effective intergovernmental relations;
 - c) mechanisms for addressing ongoing issues relating to program implementation; and
 - d) other matters as may be agreed to by the Parties.
- 9.16 Any mechanisms and processes contemplated in section 9.15 shall not create legal obligations unless otherwise agreed to by the Parties.

Harmonization

- 9.17 The Parties acknowledge the need for the harmonization of Blood Tribe Law and Alberta laws in respect of Child Welfare matters.
- 9.18 The Parties also acknowledge that there is a need for the Blood Tribe Government to harmonize its programs and services relating to Child Welfare matters and program and service standards with Alberta, and where necessary, with Canada, to ensure the most efficient and effective use of resources.
- 9.19 The Parties recognize that for the most effective exercise of jurisdiction in relation to Child Welfare matters by the Blood Tribe Government it will be necessary for the Blood Tribe Government, Alberta, and, where necessary, Canada, to reach co-operative arrangements in respect of, among other things:
- a) reciprocal support and enforcement;
 - b) information sharing and record systems;
 - c) costs for protection of non-Blood Tribe Children on reserve;
 - d) access to courts and provincial facilities;

- e) training and capacity enhancement;
- f) standards relating to certification, licensing and accreditation of facilities and persons;
- g) emergency situations in which a Child is at risk;
- h) audit and service practice standards;
- i) the relationship and any protocols between Alberta, the Blood Tribe Government and Alberta child welfare regional authorities; and
- j) any other matter as agreed to by the Parties.

9.20 The Parties shall Consult each other if any Party develops laws or standards and policies in relation to Child Welfare matters which may affect the provision of Child Welfare services pursuant to the Final Agreement.

PART 10 - DISPUTE RESOLUTION

10.1 The following dispute resolution mechanism applies to disputes between the Parties regarding the interpretation, application and implementation of the Final Agreement and related agreements.

Notice of Dispute

10.2 In the event of a dispute a Party shall set out in a notice of dispute served on the other Party or Parties the nature and details of the dispute.

10.3 Upon receipt of a notice of dispute concerning any matter referred to in section 10.1, a discussion shall be held within seven (7) days between the Participating Parties to attempt in good faith to negotiate a resolution.

Mediation

10.4 Unless otherwise agreed, where the Participating Parties do not settle the dispute within fifteen (15) days from that discussion, the Participating Parties agree to use a mediator to assist in resolving the dispute.

10.5 Where a mediator is required, the Participating Parties shall jointly select the mediator. If after seven (7) days the Participating Parties are unable to agree upon the choice of a mediator, then a mediator shall be chosen with the assistance of the Alberta Arbitration and Mediation Society or similar body.

10.6 After participating in at least one mediation session, a Participating Party may withdraw from mediation by notifying the other Participating Party in writing of its withdrawal and the effective date of that withdrawal, and providing its reasons.

10.7 The mediation is completed when any of the following occurs:

- a) in the absence of agreement by the Participating Parties to continue or a period of sixty (60) days has expired after the appointment of the mediator;
- b) a Participating Party withdraws under section 10.6;
- c) the Participating Parties agree in writing to terminate the mediation;
- d) the mediator determines that the process should be terminated; or
- e) the Participating Parties sign a settlement agreement.

- 10.8 Within thirty (30) days of the selection of a mediator, the mediator shall convene a meeting or meetings between the Participating Parties with a view to mediating the dispute. Except as otherwise agreed to by the Participating Parties, the mediator shall within thirty (30) days of completion of the mediation meetings issue a written report and determine whether or not the dispute can be resolved.
- 10.9 Where it is determined pursuant to section 10.7 that the Participating Parties are unable to resolve the dispute by mediation the Participating Parties shall submit the dispute to arbitration.
- 10.10 Prior to selecting an arbitrator and referring the dispute to arbitration, all Participating Parties shall agree upon whether the decision of the arbitrator shall be binding or non-binding. Where there is no agreement the arbitration shall be non-binding.
- 10.11 If after seven (7) days from the determination made by the mediator pursuant to section 10.7, the Participating Parties are unable to agree upon the choice of an arbitrator, then an arbitrator shall be chosen with the assistance of the Alberta Arbitration and Mediation Society or similar body.
- 10.12 The Participating Parties agree that the arbitrator shall establish the procedures of the arbitration.
- 10.13 Within thirty (30) days of the selection of an arbitrator, the arbitrator shall convene a hearing or hearings between the Participating Parties with a view to arbitrating the dispute. Except as otherwise agreed to by the Participating Parties, the arbitrator shall within thirty (30) days of completion of the hearing or hearings issue a written decision.
- 10.14 In the event that the Participating Parties have agreed that an arbitration decision is to be binding, the decision or award of an arbitrator shall be final and binding on the Participating Parties.

General

- 10.15 Individuals appointed to act as mediators or arbitrators must be unbiased and free from any conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity.
- 10.16 The Participating Parties to a dispute agree that they shall each be responsible for the costs of their own legal counsel, expert reports, and personal travel. Fees and expenses of the mediator or arbitrator and all administrative costs of the dispute resolution process, such as the cost of the hearing room, if any, shall be borne equally by the Participating Parties.

10.17 The Participating Parties to a dispute agree that the mediator or arbitrator shall neither represent nor testify on behalf of any of the Participating Parties in any proceedings relating to the subject matter in dispute. It is further agreed that the personal notes and written opinions of the mediator or arbitrator made in relation to mediation or arbitration may not be used in any subsequent proceedings relating to the subject matter in dispute.

PART 11 - AMENDMENT AND REVIEW

- 11.1 After ratification of a Final Agreement by the Blood Tribe, but prior to federal and provincial legislative measures giving effect to the Final Agreement, the Parties may agree to technical amendments without a requirement for re-ratification by the Blood Tribe.
- 11.2 Unless they otherwise agree, the Parties shall review the Final Agreement within five years of the Effective Date to consider whether the Implementation Plan has been implemented in accordance with the Final Agreement and consider any amendments to the Final Agreement.
- 11.3 The Parties may consider amendments to the Final Agreement at any time and in such case all amendments will be with the consent of the Blood Tribe Government, Canada and Alberta.
- 11.4 Consent to any amendment pursuant to section 11.3 may only be given on the part of:
- a) Canada, by signing of the amendment by the Minister of Indian Affairs as authorized by the Governor in Council and in the case of any amendment adding to or modifying Blood Tribe Law Making Authority the enactment of federal legislative measures giving effect to the amendment;
 - b) Alberta, by the signing of the amendment by the Minister of Children's Services with the approval of the Minister of International and Intergovernmental Relations as authorized by the Lieutenant Governor-in-Council and in the case of any amendment adding to or modifying Blood Tribe Law Making Authority, the enactment of provincial legislative measures giving effect to the amendment; and
 - c) the Blood Tribe, by the Blood Tribe Council and in the case of any amendment adding to or modifying Blood Tribe Law Making Authority, ratification by Blood Tribe Members in the manner set out in Part 13.
- 11.5 Where federal or provincial legislative measures are required to give effect to an amendment to the Final Agreement, Canada or Alberta will recommend the legislative measures for approval.

Judicial Determinations in Respect of Validity

- 11.6 If a court of competent jurisdiction determines any provision of the Final Agreement to be invalid or unenforceable, the provision will be severed from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

- 11.7 If a court of competent jurisdiction determines any provision of the Final Agreement to be invalid or unenforceable, the Parties will make best efforts to remedy or replace the provision in accordance with this Part.
- 11.8 A breach of the Final Agreement by a Party does not relieve any Party from its obligations under the Final Agreement.
- 11.9 No Party will have a claim or a cause of action against any other Party by reason of any provision of the Final Agreement, or legislative measures giving effect to the Final Agreement, being found by a court of competent jurisdiction to be invalid.
- 11.10 No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement or the legislative measures giving effect to the Final Agreement.

PART 12 - LIABILITY AND INDEMNIFICATION

- 12.1 The Blood Tribe Government shall indemnify and save harmless Canada and Alberta, their employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of the Blood Tribe Government, its employees or agents, arising from the performance of the Final Agreement or related agreements, except as may be caused by negligence on the part of Canada or Alberta. Such indemnification shall survive the Final Agreement.
- 12.2 Canada and Alberta shall indemnify and save harmless the Blood Tribe Government, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of Canada or Alberta, its employees or agents, arising from the performance of the Final Agreement or related agreements, except as may be caused by negligence on the part of the Blood Tribe Government, which indemnification shall survive the Final Agreement.
- 12.3 The Blood Tribe Government shall without limiting its liabilities maintain Comprehensive General Liability Insurance in an appropriate amount to insure against bodily injury, personal injury and property damage, including loss of use thereof. Such insurance shall include all liability arising from the Final Agreement or related agreements.
- 12.4 Alberta and Canada shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by any person arising from the performance of the Final Agreement or related agreements.
- 12.5 For the purposes of the Final Agreement, members of the Blood Tribe Council shall have immunity from:
- a) personal liability for actions of the Blood Tribe Government; and
 - b) personal liability for actions carried out in the course of their duties, absent dishonesty, gross negligence or malicious or wilful misconduct.

PART 13 - RATIFICATION

General

- 13.1 This Agreement-in-Principle shall form the basis for concluding the Final Agreement.
- 13.2 This Agreement-in-Principle shall not create legal obligations binding on the Parties. The legal obligations of the Parties are created upon ratification of the Final Agreement.
- 13.3 Notwithstanding section 13.2, the Parties agree that the ratification processes and requirements described herein shall be legally binding on the Parties.

Agreement-in-Principle

- 13.4 This Agreement-in-Principle shall be submitted to the Parties for approval after initialling by the negotiators for the Parties.
- 13.5 The Blood Tribe Government shall approve this Agreement-in-Principle in a manner as authorized by the Blood Tribe Council through a band council resolution.
- 13.6 Canada shall approve this Agreement-in-Principle when it is signed by the Minister of Indian Affairs authorized by Cabinet.
- 13.7 Alberta shall approve this Agreement-in-Principle when it is signed by the Minister of Children's Services and approved by the Minister of International and Intergovernmental Relations and authorized by Cabinet.

Final Agreement

- 13.8 The Final Agreement shall be submitted to the Parties for ratification after initialling by the negotiators for the Parties.
- 13.9 The Final Agreement, including the Blood Tribe Governance Code, shall be ratified by the Blood Tribe by approval of Blood Tribe Members according to the process set out in the Final Agreement.
- 13.10 The Final Agreement shall be ratified:
- a) by Alberta by the Minister of Children's Services and approved by the Minister of International and Intergovernmental Relations as authorized by the Lieutenant Governor-In-Council and through whatever legislative measures may be required to give effect to the Final Agreement; and

b) by Canada by the Minister of Indian Affairs as authorized by Cabinet and through legislative measures giving effect to the Final Agreement.

13.11 The Parties shall agree on a ratification process which shall be appended to the Final Agreement.

13.12 Canada agrees to bear the costs incurred by the Blood Tribe in seeking ratification of the Final Agreement, in an amount to be agreed to by the Parties prior to such a process being commenced.

PART 14 - FINANCIAL ARRANGEMENTS

- 14.1 The Parties are committed to the principle that the financing of agreed upon programs and services under the Final Agreement is a shared responsibility. In the case of:
- a) Canada and the Blood Tribe Government, any level of responsibility shall be specified in the Financial Funding Agreements referred to in this Part; and
 - b) Alberta, any level of responsibility shall be specified in any agreement which may be reached pursuant to section 14.21.
- 14.2 Prior to proceeding with ratification of the Final Agreement, the Blood Tribe and Canada shall negotiate in good faith and make best efforts to reach agreement on a Financial Funding Agreement by which funding shall be provided to the Blood Tribe Government in order to enable the provision of agreed upon programs and services. The Financial Funding Agreement shall set out any funding or financial obligations of Canada.
- 14.3 Negotiations toward a Financial Funding Agreement shall consider the level of resources to enable the provision of agreed upon programs and services that are reasonably comparable to programs and services provided by the Province of Alberta.
- 14.4 In negotiating Financial Funding Agreements, the Blood Tribe and Canada shall take into account, among other things, the following:
- a) one time implementation costs, in the first Financial Funding Agreement;
 - b) the efficiency and cost effectiveness of the proposed arrangements;
 - c) incremental ongoing governance costs;
 - d) the desirability of reasonably stable, predictable and flexible funding arrangements;
 - e) the Law Making Authority and Authorities, obligations, agreed upon programs and services assumed, or to be assumed, by the Blood Tribe Government during the duration of the Financial Funding Agreement;
 - f) Blood Tribe Government revenue capacity;
 - g) the prevailing fiscal policies of Canada;
 - h) funding levels in respect of agreed upon programs and services provided prior to Effective Date;

- i) procedures for negotiating subsequent Financial Funding Agreements;
 - j) amendment procedures, including procedures for funding, and assuming or transferring responsibility for, the provision of additional programs and services during the term of the Financial Funding Agreement;
 - k) payment procedures and schedule;
 - l) dispute resolution;
 - m) information exchange;
 - n) levels of support provided by other governments; and
 - o) population and demographic characteristics of persons receiving agreed upon programs and services from the Blood Tribe Government.
- 14.5 The recognition of the Blood Tribe Government's Authority and Law Making Authority pursuant to the Final Agreement shall not create or imply any funding or financial obligation for Canada or Alberta.
- 14.6 The Financial Funding Agreement entered into pursuant to the Final Agreement may provide for the consolidation of federal program funding to the Blood Tribe Government.
- 14.7 The Blood Tribe Government will continue to be eligible for incremental funding in the event that Canada provides new or enhanced programs with respect to the programs and services covered by the Final Agreement subject to criteria in place from time to time.
- 14.8 The Parties recognize that the Blood Tribe Government is contributing, and will continue to contribute, revenues to the financing of its activities, programs and services. The Blood Tribe Government has the discretion to enhance the financing of its activities and agreed upon programs and services.
- 14.9 If it is determined according to the law of Canada, or as agreed to between Canada and the Blood Tribe Government, that any financial or treaty obligation exists on the part of Canada to fund an activity, program or service, payments arising from that obligation shall not be considered in the calculation of the Blood Tribe Government revenue capacity.

- 14.10 The manner in which the revenue capacity of the Blood Tribe Government will be considered as a factor in negotiating the levels of transfers to the Blood Tribe Government will be determined by the Blood Tribe Government and Canada during the negotiation of the Financial Funding Agreements.
- 14.11 The Final Agreement shall set out the principles by which the Blood Tribe Government revenue capacity shall be taken into account in the Financial Funding Agreement, including the principle that for the purposes of calculating transfers, the consideration of the Blood Tribe Government revenue capacity shall be on a phased and incremental basis.
- 14.12 Financial Funding Agreements shall be in the form of a contract which shall be attached to, but not form part of, the Final Agreement, and shall be subject to the appropriation of funds by the Parliament of Canada.
- 14.13 The initial and subsequent Financial Funding Agreements may reflect a progressive implementation of the Blood Tribe Government delivery of agreed upon programs and services.
- 14.14 Financial Funding Agreements shall set out the manner and circumstances in which funding levels may be adjusted.
- 14.15 The Financial Funding Agreements shall include provisions which enable the Blood Tribe Government and Canada to fulfill accountability requirements to the Parliament of Canada and the Blood Tribe.
- 14.16 Every five years, or at such other period as Canada and the Blood Tribe Government may agree, they shall negotiate a renewal of the Financial Funding Agreements.
- 14.17 Such negotiations may begin at any time prior to the end of the Financial Funding Agreement, but shall begin no later than April 1st of the final fiscal year covered by the Financial Funding Agreement.
- 14.18 In the event that a renewal of the Financial Funding Agreement is not completed by the day before the expiry of the period covered by the Financial Funding Agreement which is being renewed, Canada and the Blood Tribe Government shall agree to extend the terms of the Financial Funding Agreement for no more than one additional year.
- 14.19 The renewed Financial Funding Agreement shall come into force on the first day after the expiration of the previous Financial Funding Agreement and shall expire on March 31st five years later or such other date as Canada and the Blood Tribe Government may agree.

- 14.20 Notwithstanding sections 14.16 to 14.19, and by mutual consent, Canada, Alberta and the Blood Tribe Government may enter into new Financial Funding Agreements based on new mechanisms that may be developed and which shall consider the elements set out in section 14.4.
- 14.21 The Blood Tribe and Alberta shall, prior to concluding the Final Agreement enter into discussions relating to co-operative arrangements, as provided for in section 9.19, especially those matters for which protocol arrangements will be necessary. As part of such discussions, the Blood Tribe and Alberta will discuss funding arrangements.

PART 15 - PRINCIPLES OF IMPLEMENTATION

- 15.1 Prior to ratification of the Final Agreement, the Parties shall prepare an Implementation Plan to guide the Parties on the implementation of the Final Agreement.
- 15.2 The Implementation Plan shall be appended to, but shall not form part of the Final Agreement. For greater certainty, the Implementation Plan shall not be used to interpret the Final Agreement.
- 15.3 The Implementation Plan shall set out the actions required by the Parties to implement the Final Agreement and shall include among other things:
- a) a description of the implementation activities arising from the obligations set out in the Final Agreement, the activities anticipated to fulfill those obligations, and the responsible Parties and the anticipated time lines for completion;
 - b) the identification of the respective financial resources required to discharge obligations which are to be transferred by way of the Financial Funding Agreement;
 - c) the processes and procedures for monitoring and amending the Implementation Plan;
 - d) a communication strategy to inform interested Parties about the Final Agreement;
 - e) the roles and responsibilities of the Implementation Committee established pursuant to section 15.6; and
 - f) a process for the periodic review and renewal of the Implementation Plan beyond the initial term of the Implementation Plan.
- 15.4 The Implementation Plan shall take effect on the Effective Date of the Final Agreement and have an initial term of ten (10) years, or such other time as the Parties may agree.
- 15.5 The Implementation Plan shall not create any legal obligations and, for greater certainty, shall not form a contract between the Parties, except as otherwise agreed to by the Parties.

Implementation Committee

- 15.6 The Parties shall, as soon as practicable, but no later than three months after the Effective Date of the Final Agreement, establish an Implementation Committee.
- 15.7 The Implementation Committee shall consist of one representative to be selected by each of the Parties.

- 15.8 The Implementation Committee shall have the following responsibilities:
- a) to oversee and provide guidance on the implementation of the Final Agreement through the Implementation Plan;
 - b) to monitor implementation of the Final Agreement through the Implementation Plan;
 - c) to conduct periodic reviews and make recommendations to the Parties on the renewal of the Implementation Plan beyond the initial period, including the role of the Committee;
 - d) to provide an annual report on implementation of the Final Agreement to the Parties; and
 - e) to establish its own internal procedures.
- 15.9 Each Party shall be responsible for its costs of participation on the Implementation Committee.
- 15.10 The costs of publishing the annual report of the Implementation Committee shall be the responsibility of Canada.
- 15.11 The Parties shall prior to Final Agreement discuss and develop a program transition plan to be linked to the Implementation Plan.

PART 16 - FREEDOM OF INFORMATION AND PRIVACY

- 16.1 For the purposes of federal and provincial access to information and privacy legislation, information that the Blood Tribe Government provides to Canada or Alberta in confidence is deemed to be information received or obtained in confidence from another government.
- 16.2 If the Blood Tribe Government requests disclosure of information from Canada or Alberta pertaining to Child Welfare matters, as provided for in the Final Agreement, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and Alberta are not required to disclose to the Blood Tribe Government information that is only available to a particular province or particular provinces.
- 16.3 The Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.
- 16.4 Canada or Alberta may provide information to the Blood Tribe Government in confidence if the Blood Tribe Government has made a law or has entered into an agreement with Canada or Alberta, as the case may be, under which the confidentiality of the information will be protected.
- 16.5 Notwithstanding any other provision of this Agreement:
- a) Canada and Alberta are not required to disclose any information that they are required to withhold under any federal or provincial law;
 - b) if federal or provincial legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and Alberta are not required to disclose that information unless those conditions are satisfied; and
 - c) the Parties are not required to disclose any information that may be withheld under a privilege at law or under sections 37 to 39 of the *Canada Evidence Act*.

PART 17 - MISCELLANEOUS**Notice Provisions**

17.1 A notice to be given in accordance with the Final Agreement may be:

- a) delivered personally;
- b) transmitted by fax; or
- c) mailed by prepaid registered post in Canada.

17.2 A notice will be considered to have been given, made, or delivered, and received:

- a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b) if transmitted by fax and the sender receives confirmation of the transmission, at the start of business on the business day next following the day on which it was transmitted; or
- c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee

provided that during an actual or anticipated postal disruption or stoppage, postal delivery will not be used by any Party.

17.3 The Parties will provide to each other addresses for delivery of a notice to be given in accordance with the Final Agreement and will deliver any notice to the address provided by each of the other Parties.

17.4 For the purposes of a Final Agreement, a Party may register a change of its address or fax number by giving a notice of the change to each of the other Parties.

PART 18 - FUTURE PROCESSES

- 18.1 The Parties acknowledge that the Blood Tribe Government may, in the future, wish to enter into negotiations regarding additional self-government arrangements which may include Authority and Law Making Authority in relation to:
- a) education;
 - b) administration of justice;
 - c) health; and
 - d) any other matter to which the Parties agree.
- 18.2 Nothing in the Final Agreement will restrict the Blood Tribe Government from participating in any other process with a view to concluding an agreement with the Parties or with the Parties and one or more First Nations, as the case may be, to implement self-government arrangements in relation to section 18.1.
- 18.3 The Blood Tribe Government agrees to notify the Parties where it seeks to participate in a process contemplated in section 18.1, and where they agree to negotiate, the Parties shall meet as soon as practicable to commence those negotiations.
- 18.4 Unless the Parties otherwise agree, the negotiation, conclusion and implementation of the Final Agreement shall not be affected by any process contemplated in section 18.1, or any agreement reached as a result of such a process.
- 18.5 Any agreement concluded pursuant to section 18.1, shall include, among other things:
- a) a description of the jurisdiction to be exercised by the Blood Tribe Government, including any limitations on it, and standards to be met;
 - b) rules to resolve conflicts of laws;
 - c) identification of any *Indian Act* provisions that shall no longer apply; and
 - d) any other matters to which the Parties agree.

IN WITNESS WHEREOF this Agreement has been executed by the Chief of the Blood Tribe on behalf of the Blood Tribe Government and by the Minister of Indian Affairs and Northern Development on behalf of Canada and the Minister of Children’s Services on behalf of Alberta on this _____ day of _____, 2003.

SIGNED ON BEHALF OF THE BLOOD TRIBE GOVERNMENT

Chief Chris Shade
Blood Tribe

Witness

SIGNED ON BEHALF OF THE GOVERNMENT OF CANADA

The Honourable Robert Nault
Minister of Indian Affairs and
Northern Development

Witness

SIGNED ON BEHALF OF THE GOVERNMENT OF ALBERTA

The Honourable Iris Evans
Minister of Children’s Services

Witness

Approved pursuant to the *Government Organization Act*, this ____ day of _____ 2003.

Minister of International and
Intergovernmental Relations or
designate

Initialed by:

On behalf of the Blood Tribe, Kirby Many Fingers, Chief Negotiator

On behalf of the Department of Indian and Northern Affairs, Ken Chipeniuk, Chief Negotiator

On behalf of Alberta Children's Services, Nancy Reynolds, Chief Negotiator