

**ALGONQUIN NEGOTIATION REPRESENTATIVES AIP/TREATY
NEGOTIATIONS WITH THE GOVERNMENTS OF CANADA AND ONTARIO -
*January 2011***

Dear Elector,

As the Principal Negotiator for the Algonquins of Ontario (AOO), I am pleased to provide a report on the state of the negotiations with the Governments of Canada and Ontario (the Governments) which we hope will lead to an Agreement in Principle and a Treaty. I am also writing to provide you with the details of the upcoming elections of the Algonquin Negotiation Representatives (ANRs) and a brief word on the Ratification Process.

Agreement-in-Principle (AIP) Ratification Process

On December 13, 2010, Laura Sarazin, the Chair of the Algonquin AIP Ratification Committee sent a letter and package of materials for enrolling as an Algonquin Voter. Once the ANRs and Governments have agreed upon the AIP, you, the Voter will have the chance to vote on the AIP. Please read the material in the package carefully, complete the form and return the form in the envelope provided **as soon as possible**.

This is a very important step in approving the AIP and will have a bearing on the ANR elections. Pikwàkanagàn Members also must enroll in this process to vote on the AIP, but their Elections are separate from the other nine Community ANR Elections.

ANR Elections

The last elections for ANRs other than Pikwàkanagàn took place in May, 2008. The ANRs for Pikwàkanagàn continue to be the Chief and Council who will be elected in their next general election on March 26, 2011 pursuant to Pikwàkanagàn's Custom Election Code.

The same criteria being used for eligibility to vote in the AIP Ratification Process will be used in the elections for the other nine ANRs.

The creation of an Electors List using the AIP criteria is time consuming. As a result, the ANR elections other than Pikwàkanagàn's elections will occur later than the third anniversary of the 2008 ANR elections.

Algonquins who have been enrolled to become AIP Voters will become the electors for the 2011 ANR elections. It is important that you complete and mail in your AIP Voter enrollment forms to ensure that you can also vote in the elections. Electors will continue to have the **community affiliation** which is on file. If you wish to change your community affiliation for the ANR elections you must complete a new Declaration of Representation form.

The **ANR Election Process 2011** document is enclosed with this letter.

Algonquin Voters, Electors and Beneficiaries

I am often asked, what is the difference between being a voter, an elector and a beneficiary?

Firstly, an **Algonquin Voter** is someone who has declared him/herself an Algonquin, has sent in a Voter Application Form for the AIP Ratification Process, has been approved and has not been successfully challenged in that Process. The Algonquin Voter's name will be added to the Preliminary Voters List and then, the Final Voters List. The Voter will be able to vote on the AIP when it is presented for approval.

An **Algonquin Elector** for the purpose of the 2011 ANR Elections is someone who is an Algonquin Voter as described above. The Elector has also declared him/herself a Member of one of the nine Communities (other than Pikwàkanagàn) participating in the Treaty Negotiation process.

An Algonquin Elector is qualified to run for and/or vote for the ANR position within his/her Community.

ANRs elected by the Electors then have the responsibilities of directing the Principal Negotiator, the Technical Advisory Group (TAG), the Executive Director and staff in the AOO Consultation Office as well as responding to consultation initiatives during the ongoing Treaty negotiations.

An **Algonquin Beneficiary** will be someone who declared him/herself an Algonquin, meets the Beneficiary Criteria to be set out in the Treaty, and agrees to accept the terms and benefits of the Treaty.

It is expected that the enrolment criteria that has been developed for an Algonquin Voter will be very much like the criteria for an Algonquin Beneficiary, but that process is not complete. There are still important issues to be discussed, such as Community Acceptance and Customary Adoption as possible criteria.

Your input in that ongoing discussion is encouraged and welcomed.
I hope that helps. If you still have questions please contact your ANR.

AIP/Treaty Negotiations

The ANRs, with the assistance of the Technical Advisory Group "TAG Team" comprised of Jim Hunton of JP2G, Legal Counsel Alan Pratt, Economist Brad Heys, Accountant Bruce Thompson and Researcher Joan Holmes have been holding internal meetings with the ANRs and, along with those ANRs Main Table meetings with the Negotiation Teams from Canada and Ontario on a monthly basis since I last reported to you in June of 2010. Those monthly meetings (and occasionally bimonthly meetings) have been held, where possible, in different communities throughout the Traditional Territory so that community meetings with the local Algonquin electors can be held.

I am very pleased with the progress that has been made in those negotiations though they have not been without their challenges.

With the input and assistance of many Algonquins and the advice of our TAG Team, preliminary land selections throughout the Territory are being discussed. In addition, preliminary discussions have been held with respect to the ongoing management of parks including Algonquin Park, the Territorial Boundaries, harvesting, natural resources including forestry, post-settlement governance, capital transfers and many other complicated and important matters. Discussions to resolve the issues are ongoing.

The Governments have demonstrated a genuine resolve to find a solution to the complicated issues involved and I am confident that an AIP can be achieved – though it will require additional time and commitment to do so.

I very much appreciate your ongoing interest and dedication to this process, should you have any questions or comments on my report, please do not hesitate to contact your ANR, or me.

Yours very truly,

A handwritten signature in black ink, appearing to read 'R. Potts', written in a cursive style.

Robert J. Potts
Principal Negotiator and Senior Legal Counsel
Algonquin Treaty Negotiations

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ANR Election Process 2011

January 20, 2011

Introduction

Elections for Algonquin Negotiation Representatives ("ANRs") in all Communities of Algonquins have been held in 2005 and 2008.

The ANRs for Pikwàkanagàn are elected every three years in accordance with the rules governing the general elections for Chief and Council.

The 2005 ANR elections for ANRs (other than those for Pikwàkanagàn) were governed by the Addendum to the March 25, 2004 Protocol Agreement dated July 30, 2004 ("the Addendum").

The 2008 ANR elections for ANRs (other than those for Pikwàkanagàn) were governed by the Addendum as supplemented by the Ongoing Identification of Electors document dated April 30, 2007 ("the OIE").

The elections to be held in 2011 for ANRs (other than those for Pikwàkanagàn) will be governed by the Addendum and the OIE as modified by this document.

Therefore the Algonquin Negotiation Representatives agree as follows:

Term

- 1) The following paragraphs apply only to the elections to be held in 2011 for ANRs for Communities of Algonquins other than Pikwàkanagàn ("the 2011 ANR elections"). The ANRs for Pikwàkanagàn shall be the duly elected Chief and Councillors to be elected in their general election to be held in March, 2011.
- 2) Consistent with paragraph 8 of the Addendum, the term of each ANR elected in the 2011 ANR elections shall be a three (3) year term from the date of the announcement of the election results.

Eligibility

- 3) The provisions in the Addendum and OIE relating to eligibility to be an Elector or to be nominated as a candidate shall not apply to the eligibility to be an Elector and to be nominated as a candidate in the 2011 ANR elections. In order to be an Elector or be nominated as a candidate in the 2011 ANR elections, a person must be enrolled as an Algonquin Voter pursuant to the Algonquin AIP enrolment process as set out in the attached Schedule.

Electors List

- 4) The Electors List for the 2011 ANR elections shall be the Preliminary Voter's List within the meaning of the attached Schedule, with the addition of Community affiliation information as determined by section 5 of this document, and subject to the results of any protests that may be decided by the Review Committee as described in the attached Schedule prior to the 2011 ANR elections.

Community Affiliation

- 5) Section 13 of the Addendum shall apply to the 2011 ANR elections, subject to this section. The Electoral Officer may, if a Community affiliation is challenged by an Elector, reject a Community affiliation where there is no evidence of past or present residency within, or social or family ties to that Community. Such a challenge must be made within 10 days of the Electors List being posted, and resolved by the Electoral Officer within 10 days of the challenge being made.

Timing and Co-ordination

- 6) The following schedule shall apply to the major steps in the 2011 ANR elections, subject to any modifications made by a Resolution of the ANRs made prior to May 10, 2011:
 - a. Appointment of Electoral Officer: March 1, 2011
 - b. Posting of preliminary Electors List: March 10, 2011
 - c. Notice of Election: March 10, 2011
 - d. Deadline for disposition of Community affiliation protests under section 5: March 30, 2011
 - e. Posting of final Electors List and opening of nominations: May 26, 2011
 - f. Close of nominations: June 9, 2011
 - g. Disposition of protests against nominations: June 29, 2011
 - h. Mailout of Ballots: July 7, 2011
 - i. Voting Period: August 8, 2011 to August 15, 2011
 - j. Declaration of election results: August 16, 2011

Appeal Process

- 7) The appeal process against an Elector for purposes of the 2011 ANR elections shall be in accordance with the attached Schedule.

Future Elections

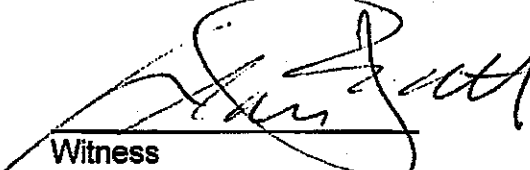
- 8) Following the 2011 ANR elections, the ANRs shall revisit the election process to determine rules and procedures for future elections in accordance with an Algonquin Constitution or otherwise.


Execution in Counterpart

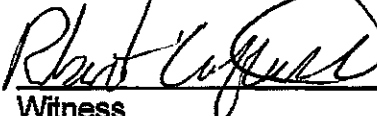
- 9) This document may be executed and delivered by facsimile and it is agreed that such execution and delivery shall be legal and binding as if the facsimile copy contained the original signatures of the parties.
- 10) This document may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


Dated this 20th day of January, 2011

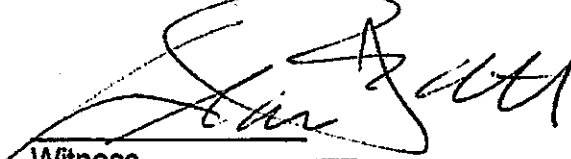

CLIFFORD BASTIEN JR.
Mattawa-North Bay


Witness



KATHERINE CANNON
Bancroft


Witness

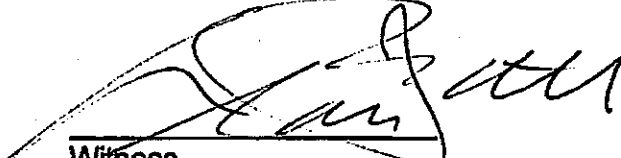

LYNN CLOUTHIER
Ottawa


Witness


ROBERT CRAFTCHICK
Whitney and Area


Witness


DOREEN DAVIS
Shabot Obaadjiwan


Witness


PATRICK GLASSFORD
Greater Golden Lake


Witness

David Joannis

DAVIE JOANISSE
Antoine

[Signature]

Witness

Sherry Kohoko

SHERRY KOHOKO
Pikwàkanagàn

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Witness

H. Jerrow Lavalley

H. JERROW LAVALLEY
Pikwàkanagàn

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Witness

Randy Malcolm

RANDY MALCOLM
Snimikobi

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Witness

Cliff Meness

CLIFF MENESE
Pikwàkanagàn

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Witness

Jim Meness

JIM MENESE
Pikwàkanagàn

Jawit Stawinga

Witness

RICHARD SARAZIN
Pikwàkanagàn

Witness

Vicky Two-Axe

VICKY TWO-AXE
Pikwàkanagàn

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Witness

Kirby Whiteduck

KIRBY WHITEDUCK
Pikwàkanagàn

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Witness

RICHARD ZOHR
Bonnechere

Witness

SCHEDULE

NOTE: THIS SCHEDULE IS COMPRISED OF DRAFT CHAPTERS 3 AND 13 OF THE PROPOSED AGREEMENT-IN-PRINCIPLE (AIP) AS WELL AS THE DEFINITIONS OF TERMS USED IN THOSE CHAPTERS. THE CONTENTS OF THIS SCHEDULE FORM THE BASIS FOR THE ENROLMENT OF VOTERS FOR THE RATIFICATION OF THE AIP.

IN THIS SCHEDULE, THE TERM "THIS AGREEMENT IN PRINCIPLE" SHOULD BE UNDERSTOOD TO REFER TO "THIS SCHEDULE."

1.1.1 The following definitions shall apply in this Agreement-in-Principle unless otherwise provided in a particular chapter.

"Adopted" means, subject to further consideration of custom adoption prior to the Algonquin Treaty, adopted in accordance with the law of Ontario.

"Algonquin Ancestor" means a person who was identified in an historic record or document dated on or before July 15, 1897 in such a way that it would be reasonable to conclude that the person was considered to be an Algonquin or Nipissing, or a full sibling of such a person. A preliminary list of Algonquin Ancestors agreed to by the Parties is attached as Appendix 1. In this definition, a "full sibling" of a person is a sibling having the same natural mother and natural father as that person.

"Algonquin Collective" means a geographic collective of Algonquins located in Ontario within the Algonquin Territory, which derives from or has evolved from an Historic Community or Band and is demonstrated by geographical concentrations of life and death event evidence including birth, baptism, education, marriage, residence, employment, economic and burial evidence.

"Algonquin Territory" means the traditional territory of the Algonquins of Ontario, as depicted in the map attached as Appendix 2.

"Algonquin Treaty" means the final agreement among the Parties.

"Algonquin Voter" means a person who is entitled to be registered under section 13.1.1.

"Applicant" means a person who has completed the application form in Form 2 to the Ratification Process Schedule and submitted that form to the Ratification Committee under this Chapter.

“Beneficiary” is a person who has been enrolled as a beneficiary of the Algonquin Treaty pursuant to this Chapter.

“Cultural or Social Connection” to an Algonquin Collective includes, but is not limited to, the following:

- i. full-time or part-time residence within the geographic area of an Algonquin Collective and participation in social and cultural life of the Algonquin Collective;
- ii. regular visits to an Algonquin Collective during which social and cultural connections are maintained, for example during vacations;
- iii. regular hunting, fishing, other harvesting or other traditional activities with members of an Algonquin Collective; or
- iv. frequent attendance at social or cultural events or gatherings of an Algonquin Collective, such as pow-wows.

“Direct Lineal Descent” means direct descent through the maternal or paternal line and includes an Adopted person.

“Historic Community or Band” means a geographic collective of Algonquins who used and occupied lands within the Algonquin Territory or Allumette Island on or before July 15, 1897, and, without necessarily being exhaustive, includes:

- i. Golden Lake;
- ii. Baptiste Lake;
- iii. Mattawa;
- iv. Township of Lawrence, Nightingale, and Sabine;
- v. Bedford; and
- vi. Allumette Island.

“Initial Enrolment Period” means a period of five years from the effective date of the Algonquin Treaty.

“Major Life Events” include, but are not limited to birth, baptism, education, marriage, residence, employment, economic and burial evidence relating to a person.

“Parties to the protest” means, in relation to a protest under Chapter 13, the Applicant or person whose name on the Voter’s List is protested, the person making a protest and any person whose right to be on the Final Voter’s List could be affected by the protest.

“The Parties” means the Algonquins of Ontario, Ontario and Canada.

3.1 ELIGIBILITY

3.1.1 A person is entitled to be enrolled as a Beneficiary under the Algonquin Treaty if that person is a Canadian citizen and:

- (a) declares himself or herself Algonquin and can demonstrate:
 - i. Direct Lineal Descent from an Algonquin Ancestor; and
 - ii. that the applicant or a person in the line of Direct Lineal Descent between the applicant and an Algonquin Ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June 15, 1991; and
 - iii. a present-day Cultural or Social Connection with an Algonquin Collective; or
- (b) the name of the Applicant appears on the Membership List maintained by the Algonquins of Pikwàkanagàn First Nation in accordance with their Membership Code pursuant to Section 10 of the *Indian Act*.

3.1.2 Notwithstanding that a person is not eligible to be enrolled as a Beneficiary by virtue of section 3.1.1, the Algonquin Treaty may provide that such a person shall be eligible to be enrolled pursuant to a process of community acceptance following the Effective Date.

3.1.3 The Algonquins shall bear the responsibility, including the cost, for the acceptance of persons for enrolment pursuant to section 3.1.2.

3.1.4 Eligibility is personal; it cannot be transferred or assigned.

3.2 EXCLUSIONS

3.2.1 A person who would otherwise be eligible to be enrolled as a Beneficiary will not be eligible if that person:

- (a) self-identifies as a member of another aboriginal group which asserts aboriginal or treaty rights within Algonquin Territory; or

- (b) is a member of another aboriginal group that is party to a comprehensive land claims agreement.

3.2.2 Section 3.2.1 shall not apply to an individual who ceases to be enrolled pursuant to another comprehensive land claims agreement or who waives aboriginal or treaty rights other than those described in or recognized by the Algonquin Treaty.

3.3 ENROLMENT BOARD

3.3.1 Immediately following the Effective Date, an Enrolment Board shall be established to carry out the functions described in this Chapter.

3.3.2 The Enrolment Board shall consist of five (5) members appointed by the Algonquins of Ontario.

3.3.3 The first appointments made to the Enrolment Board shall be made after consultation with Canada and Ontario.

3.3.4 The Enrolment Board shall enrol any person who is eligible pursuant to section 3.1.1, and is not excluded under section 3.2.1:

- (a) who is not a minor and who applies to the Enrolment Board to be enrolled; or
- (b) who is a minor and for whom the Enrolment Board receives an application for enrolment by that person's parent or guardian.

3.3.5 The Enrolment Board shall remove from the Enrolment Register the name of any person:

- (a) who is not a minor and who notifies the Enrolment Board in writing that the person's name is to be removed from the register; or
- (b) who is a minor and whose parent or guardian notifies the Enrolment Board in writing that that minor's name is to be removed from the register.

3.3.6 The enrolment of Beneficiaries shall commence after the Effective Date.

3.4 ENROLMENT RESPONSIBILITIES

3.4.1 The Enrolment Board shall:

- (a) enrol persons who are eligible to be enrolled pursuant to this Chapter, and for whom an application for enrolment has been received;
- (b) establish an Enrolment Register, and maintain therein a record of all enrolled persons;
- (c) maintain a record of those persons whose applications for enrolment were rejected;
- (d) post the Enrolment Register;
- (e) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;
- (f) notify each Applicant whose name has not been entered in the Enrolment Register of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment; and
- (g) prepare and provide proof of enrolment under this Agreement to each enrolled person.

3.5 APPEALS

3.5.1 The Algonquin Treaty will establish the grounds and rules for appeals respecting enrolments after the Effective Date, will provide the standards of review applicable for such appeals and will identify the Court where the appeal can be heard.

3.6 COSTS

3.6.1 Ontario and Canada shall pay the reasonable costs incurred by the Enrolment Board for the Initial Enrolment Period.

3.7 OTHER PROVISIONS

3.7.1 The rights of any Beneficiaries enrolled pursuant to section 3.1.2, may be determined by the community acceptance process referred to in that section or the Algonquin Treaty.

3.7.2 Benefits provided under the Algonquin Treaty, unless otherwise specified, shall be held by Beneficiaries collectively.

- 3.7.3 No individual Beneficiary has a right to land, money or other benefits unless specifically provided for in the Algonquin Treaty, or by decision of the Beneficiaries acting through a designated Algonquin organization.

13.1 ENTITLEMENT TO BE ENROLLED AS A VOTER

- 13.1.1 An Applicant is entitled to be registered as an Algonquin Voter in the ratification of this Agreement-in-Principle if that person is eighteen (18) years of age or more on or before September 1, 2011, applies to be registered as an Algonquin Voter, and meets the criteria for eligibility in Chapter 3 of this Agreement-in-Principle and, where necessary, has been certified pursuant to subparagraphs 3.1.1 (a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle and section 13.5.

13.2 RATIFICATION OF AGREEMENT-IN-PRINCIPLE

- 13.2.1 The purpose of the ratification vote on this Agreement-in-Principle is to provide an indication of support for this Agreement-in-Principle and negotiations towards the Algonquin Treaty.
- 13.2.2 The ratification of this Agreement-in-Principle shall have no legal effect and this Agreement-in-Principle, once ratified, shall have no legal status.
- 13.2.3 A registered Algonquin Voter is eligible to cast a vote pursuant to the rules and procedures established in the Ratification Process Schedule attached hereto as Schedule A.
- 13.2.4 This Agreement-in-Principle shall be considered to be ratified if a majority of the Algonquin Voters who cast their ballots vote in favour of this Agreement-in-Principle. Failure to ratify this Agreement-in-Principle may result in the termination of negotiations. The Parties may, in any case, assess the results of the vote to determine the likely success of further negotiations.

13.3 RATIFICATION COMMITTEE

- 13.3.1 A Ratification Committee will be established by the Parties as soon as practicable prior to the Ratification Vote to supervise the implementation and conduct of the Ratification Process. It shall be comprised of two individuals selected by the Algonquins of Ontario, an individual selected by the Government of Ontario, an individual selected by the Government of Canada and a chairperson approved by the Parties. Decisions of the Ratification Committee shall be by consensus and failing consensus by majority vote.

- 13.3.2 No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards an Algonquin Treaty is eligible to be appointed to the Ratification Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Ratification Committee.
- 13.3.3 Nothing in section 13.3.2 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Ratification Committee regarding its role.
- 13.3.4 The Ratification Committee shall be established when all of the appointments to the Ratification Committee have been made.
- 13.3.5 Once established, the Ratification Committee shall conduct the ratification process pursuant to this Chapter and the Ratification Process Schedule.
- 13.3.6 As soon as possible, the Ratification Committee shall give public notice of the ratification process.

13.4 APPLICATION TO BE ON THE VOTERS LIST

- 13.4.1 All Applicants must complete and file an application form with the Ratification Committee as set out in the Ratification Process Schedule.
- 13.4.2 Applicants must demonstrate on the application form that they meet the Eligibility Criteria as set out in Chapter 3 of this Agreement-in-Principle.

13.5 ASSESSMENT OF APPLICATIONS

- 13.5.1 The Ratification Committee shall retain an enrolment officer satisfactory to the Parties to certify the Direct Lineal Descent and membership in an Algonquin Collective criteria pursuant to subparagraphs 3.1.1(a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle. In so doing the enrolment officer may rely on previous, directly applicable work by that enrolment officer, or analysis done by another person who is considered qualified by the enrolment officer, and where that analysis has been verified by the enrolment officer.
- 13.5.2 In certifying that an Applicant meets the criteria of subparagraph 3.1.1(a)(ii) of Chapter 3 of this Agreement-in-Principle, the enrolment officer is required to certify the existence of:
- (a) one or more Major Life Events of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor, or

- (b) other evidence of residence of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor

in Ontario within or near the Algonquin Territory after July 15, 1897 and prior to June 15, 1991.

13.5.3 The Ratification Committee shall place the Applicant's name on a preliminary Voters List provided the application form meets the requirements referred to in section 13.4.2. The Ratification Committee shall rely upon the Preliminary Schedule of Algonquin Ancestors and the certification of the enrolment officer in assessing the criteria pursuant to subparagraphs 3.1.1 (a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle.

13.5.4 Where the enrolment officer is unable to certify either of the criteria pursuant to subparagraphs 3.1.1 (a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle due to his or her inability to evaluate genealogical evidence during the time available, the Applicant shall be notified that he or she cannot be placed on the preliminary Voters List and his or her application form and supporting information shall be evaluated for purpose other than the ratification of this Agreement in Principle after the ratification vote.

13.5.5 The preliminary Voters List shall indicate either:

- (a) the Algonquin Collective with which the Applicant has identified a Cultural or Social Connection, and the Algonquin Ancestor or Ancestors from whom the Applicant has demonstrated Direct Lineal Descent; or

- (b) that the Applicant is a member of Pikwàkanagàn First Nation.

13.5.6 The Ratification Committee shall post the preliminary Voters List in places and in the manner set out in the Ratification Process Schedule.

13.6 PROTESTS

13.6.1 An Applicant whose name does not appear on the preliminary Voters List may protest the omission of his or her name from the preliminary Voters List within thirty (30) days of its posting by providing written reasons for the protest, and any supporting documentation, to the Ratification Committee.

13.6.2 Any person on the preliminary Voters List may protest the inclusion or omission of the name of any Applicant on the preliminary Voters List within thirty (30) days of its posting by providing written reasons for the

protest, and any supporting documentation, to the Ratification Committee.

13.6.3 The Ratification Committee shall give notice of the protest, including the protester's reasons and any supporting documentation, to the Parties to the protest and, if the protest relates to the criteria in subparagraphs 3.1.1 (a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle, to the enrolment officer retained under section 13.5.1.

13.6.4 The Ratification Committee shall refer all protests, including all relevant information, to the Review Committee.

13.6.5 The Ratification Committee shall prepare, certify and post a Final Voters List within seventy-five (75) days of the posting of the preliminary Voters List.

13.7 REVIEW COMMITTEE

13.7.1 All protests shall be determined by a Review Committee consisting of no fewer than five (5) persons over the age of eighteen (18), a quorum of which is a panel of three (3).

13.7.2 The Review Committee shall be appointed by the Algonquins of Ontario after consultation with Canada and Ontario.

13.7.3 The Review Committee, in considering a protest concerning criteria in subparagraphs 3.1.1 (a)(i) and (ii) of Chapter 3 of this Agreement-in-Principle, shall retain a genealogist, and may retain such other advisers or experts as appropriate other than the enrolment officer referred to in section 13.5.1.

13.7.4 No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards an Algonquin Treaty is eligible to be appointed to or to advise the Review Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Ratification Committee.

13.7.5 Nothing in section 13.7.4 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Review Committee regarding its role.

13.7.6 In considering protests, the Review Committee may:

(a) reject a protest if in the opinion of the Review Committee:

- i. the person making the protest lacks standing to make a protest;
- ii. the protest does not contain grounds that could, if proven, lead to a successful protest, or

- iii. the protest is frivolous or vexatious;
- (b) determine that further information or evidence is required before the protest can be heard, and so inform the person making the protest;
- (c) convene a hearing into the protest.

13.7.7 Where the Review Committee has convened a hearing into a protest, all Parties to the protest, and the enrolment officer retained under section 13.5.1, shall be provided an opportunity to make further submissions to respond to objections made to the inclusion or omission of an individual's name on the preliminary Voters List. The Review Committee shall not overturn a decision of the Ratification Committee to accept or reject an Applicant approved by the Ratification Committee in the absence of a palpable and overriding error, fraud or new evidence.

13.7.8 In considering a protest, the Review Committee shall rely on the Eligibility Criteria as set forth in Chapter 3 of this Agreement-in-Principle. The Review Committee may order the Ratification Committee to delete a name from the Preliminary Schedule of Algonquin Ancestors but has no authority to order the addition of a name to such schedule.

13.7.9 The Review Committee shall consider all protests and shall make a final determination within seventy (70) days of the posting of the preliminary Voters List.

13.7.10 The decision of the Review Committee respecting protests shall be final and shall be sent, along with written reasons for its decisions, to all Parties to the protest and to the Ratification Committee.

13.7.11 The decision of the Review Committee shall be implemented by the Ratification Committee.

13.7.12 Decisions of the Ratification Committee or of the Review Committee are not determinative for the enrolment of Beneficiaries under Chapter 3 of this Agreement-in-Principle.

13.8 RULES AND PROCEDURES

13.8.1 The rules and procedures for voting in the ratification of this Agreement-in-Principle are set out in the Ratification Process Schedule.

13.9 COSTS

13.9.1 Ontario and Canada shall pay the reasonable costs associated with the ratification process described in this Chapter.