Kwaysh-kin-na-mihk la paazh Agreement

This Agreement dated the 30th day of November, 2014

Among:

THE MANITOBA METIS FEDERATION INC.  
("MMF")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA  
("Manitoba")

-and-

THE MANITOBA HYDRO-ELECTRIC BOARD  
("Hydro")

(Collectively, the "Parties")

Whereas:

A. The Parties want to build a forward-looking, productive and non-adversarial working relationship.

B. Kwaysh-kin-na-mihk la paazh means "turning the page" in the Michif language.

C. Manitoba recognizes that the Crown has a duty to consult with Métis when any proposed Crown decision or action might adversely affect the exercise of the Aboriginal Rights of Métis and to reasonably accommodate concerns about the effects of the decision or action raised in the consultation by attempting to substantially address those concerns.

D. Hydro is committed to avoiding, minimizing, and, where appropriate, mitigating and offsetting the effects of its Existing Developments and Operations and Future Developments on the Aboriginal Rights of the Métis.

E. MMF is committed to collectively representing Métis at the local, regional and provincial levels in relation to the Aboriginal Rights of the Métis and the Crown's duty to consult as well as working to address any potential effects from Existing Developments and Operations and/or Future Developments on Métis rights, interests and way of life.
F. The Parties also desire to secure the MMF's support for Hydro's Existing Developments and Operations as well as the Bipole III and the Keeyask Projects through this Agreement and the processes set out in this Agreement.

The Parties agree as follows:

ARTICLE 1 - AGREEMENT, INTERPRETATION AND CLOSING

1.1 AGREEMENT

1.1.1 Contents. This Agreement consists of the following Articles 1 through 7.

1.2 INTERPRETATION

1.2.1 Definitions. For purposes of this Agreement, the following terms, when the first letter is capitalized and the term is printed in bold, will have the respective meanings set out below, and grammatical variations of such terms will have the corresponding meanings.

(a) Aboriginal Rights of Métis means the rights of the Métis recognized and affirmed under s. 35 of the Constitution Act, 1982.

(b) Agreement means this agreement known as the Kwaysh-kin-na-mihk la paazh Agreement.

(c) Bipole III means the Bipole III Transmission Project, consisting of a new 500 kV HVdc transmission line connecting two new converter stations, one in the north near Gillam (Keewatinohk (formerly known as Keewatinoo) Converter Station) and one in the south near Winnipeg (Riel Converter Station) as more specifically described in Environment Act Licence No. 3055 dated August 14, 2013.

(d) CPI means the Consumer Price Index, as published by Statistics Canada, relating to changes in the price of goods and services (all Items) in the Province of Manitoba.

(e) Closing Date means the date agreed by all Parties for the payment of funds and delivery of documents as provided in Article 1.3.

(f) Existing Developments and Operations means all of Hydro's projects and associated operations, including without limitation the Keeyask Infrastructure Project, that at the time of the Closing Date physically...
existed and that had the approvals from government required for their construction and operation, including hydro-electric dams and related infrastructure, as well as all existing transmission lines and related infrastructure. For greater certainty, this does not include generation or transmission projects that do not physically exist but are being formally proposed or advanced for development by Hydro at the Closing Date.

(g) Future Developments means any project which did not physically exist at the Closing Date and which is being formally proposed or advanced for development by Hydro including:

(i) the construction of any new dam or generating station;

(ii) the major reconstruction of any existing dam, generating station or control structure;

(iii) the construction of any new road or relocation of an existing road;

(iv) the construction of any new transmission line or the relocation of any existing transmission line, or

(v) any other project of similar scope and scale to those described in (i) through (iv) above being formally proposed or advanced for development by Hydro;

on lands used by Métis and that has a reasonable likelihood of having an adverse impact on the exercise of the Aboriginal Rights of Métis.

(h) Hydro means the Manitoba Hydro-Electric Board, a Crown Corporation continued by The Manitoba Hydro Act.

(i) Keeyask Project means the Keeyask Generation Project being a 695-megawatt hydroelectric generating station, located on the lower Nelson River, approximately 180 km northeast of Thompson as more specifically described in Environment Act Licence No. 3107 dated July 2, 2014; and includes the Keeyask Transmission Project consisting of a new 138 kV ac Construction Power transmission line and three 138 kV ac Generation Outlet transmission lines that will transmit power from the new Keeyask Switching Station to the Radisson Converter Station, as more specifically described in Environment Act Licence No. 3106 dated July 10, 2014.

(j) Manitoba means Her Majesty the Queen in Right of the Province of Manitoba.
(k) MMF means the Manitoba Metis Federation Inc.

(l) Party means any of MMF, Hydro or Manitoba.

1.2.2 Use of Definitions. Except for use in this Agreement, these definitions are without prejudice to and are not binding upon any of the Parties.

1.3 CLOSING DATE

1.3.1 Parties to agree on Closing Date. The Parties will agree to a date not more than ten (10) days after this Agreement has been signed by the last Party to be the Closing Date.

1.3.2 Closing Obligations. On the Closing Date, Hydro will deliver a cheque payable to the MMF for the funds to be paid under Article 2.1.1(a). On or before the Closing Date the MMF will withdraw its appeals required by Article 3.1.1(a).

ARTICLE 2 - FINANCIAL ARRANGEMENTS AND TERM

2.1 PAYMENT

2.1.1 Payments. Hydro shall pay to the MMF:

(a) two million dollars ($2,000,000.00) on the Closing Date;

(b) subject to Article 2.1.2, one million dollars ($1,000,000.00) each year for nineteen (19) consecutive years commencing December 1, 2015.

2.1.2 Adjustment for Inflation. The payments to be made pursuant to Article 2.1.1(b) are to be adjusted annually based on the annual change in CPI as of July 1 in each year, the first such adjustment to be on July 1, 2015 and applied to the annual payment made on December 1, 2015. These CPI adjustments shall be cumulative and the CPI adjustment for a given year will apply to the amount so calculated in accordance with this provision in the previous year.

2.1.3 Use of Funds. The MMF will use the funds paid pursuant to Article 2.1.1, in the MMF's sole discretion, to:

(a) support the costs of the MMF related to maintaining its working relationship with Hydro;

(b) participate in processes outlined in Articles 4.1, 4.2, 4.4, 4.5, 5 and 6.1.1;
(c) support preliminary, without prejudice, discussions that may relate to the issues described in Article 3.1.2; and,

(d) support cultural activities, economic development or community development.

2.1.4 Idem. The payments to be made pursuant to Article 2.1.1 are for the following purposes:

(a) securing from the MMF the covenants in Article 3;

(b) providing a source of funding for the costs of the MMF related to maintaining working relationship with Hydro for the Term of this Agreement, participating in processes outlined in Articles 4.1, 4.2, 4.4, 4.5, 5 and 6.1.1 and to support preliminary, without prejudice discussions that may relate to the issues described in Article 3.1.2;

(c) obtaining MMF support for the development and operation of Bipole III and the Keeyask Project; and

(d) for the Term of this Agreement, obtaining MMF support for the continued operation, and renewal of licences, for all Existing Developments and Operations provided there are no material changes in operations that may adversely affect the exercise of Aboriginal Rights of the Métis.

2.2 FINANCIAL SUPPORT TO COMPLETE AGREEMENT

2.2.1 Costs. The MMF acknowledges that, in addition to the payments made under Article 2.1, Hydro committed, under and pursuant to the terms of the Term Sheet signed by the Parties on November 6, 2014, to contribute up to $50,000.00 towards the costs of the MMF for reasonable technical and legal advice to assist the MMF in concluding this Agreement.

2.3 TERM OF THIS AGREEMENT

2.3.1 Term. Subject to earlier termination in accordance with Article 2.3.2, the Term of this Agreement shall commence on the Closing Date and extend to December 31, 2034.

2.3.2 Early Termination. Any of the Parties may terminate this Agreement by providing not less than 30 days written notice to the other Parties, in which case the Agreement will terminate at the conclusion of such notice period (the "Termination
Date") and as of the Termination Date the Agreement will be without further force and effect except as otherwise specifically provided.

2.3.3 Termination by MMF and Pro Rata Payments. If this Agreement is terminated by MMF under Article 2.3.2 prior to the conclusion of its full Term outlined in Article 2.3.1, Hydro shall not be obligated to make any additional payments under this Agreement after the Termination Date and within fifteen (15) days of the Agreement being terminated MMF shall return to Hydro the pro rata portion of the last annual payment, based on the remaining portion of the current year. The requirement to return the pro rata portion of the last annual payment survives termination.

2.3.4 Termination by Hydro or Manitoba. If this Agreement is terminated by Hydro or Manitoba under Article 2.3.2 prior to the conclusion of its full Term outlined in Article 2.3.1, Hydro shall not be obligated to make any additional payments under this Agreement after the Termination Date, and the MMF shall not be required to return any portion of the annual payment made in the year of the Termination Date.

2.3.5 Termination for Fundamental Breach by MMF. Hydro or Manitoba may terminate this Agreement immediately in the event of a fundamental breach of this Agreement by MMF, in which case this Agreement shall immediately be without further force and effect except as otherwise specifically provided, and, for certainty, Hydro shall not be obligated to make any additional payments under this Agreement following such termination and within 15 days of such termination the MMF shall return to Hydro the pro rata portion of the last annual payment, based on the remaining portion of the current year. The requirement to return the pro rata portion of the last annual payment survives termination.

2.3.6 Termination for Fundamental Breach by Manitoba or Hydro. The MMF may terminate this Agreement immediately in the event of a fundamental breach of this Agreement by Manitoba or Hydro, in which case this Agreement shall immediately be without further force and effect except as otherwise specifically provided, and, for certainty, the MMF shall not be required to return any portion of the annual payment made in the year of such termination.

ARTICLE 3 - MMF COVENANTS

3.1 COVENANTS

3.1.1 Covenants. The MMF, in return for the payments referenced in Article 2.1, makes the following covenants:

(a) it shall on or before the Closing Date withdraw its appeals of the decisions of Manitoba to license the Bipole III and the Keeyask Project;
(b) it will not subsequently challenge the Crown approval processes for Bipole III and the Keeyask Project, including the Crown consultation processes with MMF that informed the issuance of the licences as well as other decisions related to those projects that were undertaken or made by Manitoba or Canada prior to the Closing Date, and including decisions relating to allocations of Crown land by Manitoba for the projects, whether or not the relevant permits providing land allocation are issued before the Closing Date;

(c) during the Term of this Agreement, the MMF will not sue, initiate or proceed with any litigation, claim or legal action, or support any suit, litigation, claim or legal action by any other party, against Manitoba or Hydro with respect to any impacts of Existing Developments and Operations on the exercise of the Aboriginal Rights of the Métis, regardless of when those impacts may have arisen, provided that nothing in this covenant prevents the MMF from taking or supporting such actions with respect to an impact that was caused by a material change in operations during the Term of this Agreement;

(d) provided there is no material change in operations of Existing Developments and Operations during the Term of this Agreement, it will not, subsequent to the expiry of the Term of this Agreement, initiate any such action for impacts on the exercise of the Aboriginal Rights of the Métis that were caused by Existing Developments and Operations, during the Term of this Agreement.

3.1.2 Without Prejudice to Further Discussions. Article 3.1.1 and terms of this Agreement shall not be interpreted to preclude the Parties from engaging in without prejudice discussions and/or arriving at mutually agreeable arrangements, agreements or settlements in relation to the impacts of the Existing Developments and Operations on the exercise of the Aboriginal Rights of the Métis. However, nothing in this Agreement shall be interpreted as a commitment to engage in such discussions or arrive at any such arrangements, agreements or settlements in relation to Existing Developments and Operations.

3.1.3 Idem. For greater certainty, nothing in Article 3.1.1 or elsewhere in this Agreement precludes the MMF from:

(a) participating in regulatory proceedings or reviews relating to Existing Developments and Operations or Future Developments;

(b) applying for and accessing additional funding from third party commissions, agencies or boards to support the MMF's participation in proceedings relating to Existing Developments and Operations or Future Developments; or
(c) making submissions to commissions, agencies, boards or government in relation to Existing Developments and Operations or Future Developments on environmental and regulatory issues;

as long as the participation of the MMF and any submissions made by the MMF are consistent with MMF’s commitment in Article 2.1.4 (c) and (d) and its covenants in Article 3.1.1.

3.1.4 Crown-Aboriginal Consultation. For greater certainty, the commitments and covenants set out above do not affect or limit any future Crown consultation obligations owing to the Métis by Manitoba or Canada with respect to future decisions relating to Existing Developments and Operations, Future Projects, Bipole III or the Keeyask Project, but not including decisions relating to allocations of Crown land by Manitoba for Bipole III and the Keeyask Project, whether or not the relevant permits providing land allocation are issued before the Closing Date.

3.1.5 End of Term. Following the Term of this Agreement, nothing in Article 3.1.1 precludes the MMF from taking or supporting actions arising from impacts of Existing Developments and Operations on the Aboriginal Rights of Métis that arose prior to or after the Term of this Agreement.

3.1.6 Limitations. Nothing in this Agreement shall be interpreted as either Manitoba or Hydro limiting or waiving any limitations period that may apply in relation to any future actions initiated by MMF arising from adverse impacts from Existing Developments and Operations on the Aboriginal Rights of Métis that arose prior to or during the Term of this Agreement.

ARTICLE 4 - PROCESS MATTERS

4.1 BIPOLE III AND KEEYASK PROJECT PROCESSES

4.1.1 Unaddressed Impacts of Bipole III. Notwithstanding the support provided by the MMF for Bipole III and the payments to be made under Article 2, if subsequently Hydro and the MMF agree that any impact is identified that has not been addressed through the existing planning, design, construction, and mitigation of Bipole III, such impacts may be addressed through a variety of additional offsetting, mitigation, or, if necessary, compensation measures through negotiated agreement(s).

4.1.2 Unaddressed Impacts of the Keeyask Project. Notwithstanding the support provided by the MMF for the Keeyask Project and the payments to be made under Article 2, if there is an impact that has not been addressed through the existing planning, design, construction, and mitigation of the Keeyask Project, such impact may be addressed through the processes described in the Joint Keeyask Development Agreement, as the Keeyask Project is owned by the Keeyask Hydropower Limited
Partnership. Resolution of any such impacts may include a variety of additional offsetting, mitigation, or, if necessary, compensation measures but same must be negotiated through negotiated agreement(s) with the Keeyask Hydropower Limited Partnership.

4.1.3 Dispute. If there is a dispute between under Article 4.1.1 or 4.1.2 about the existence of an impact or in relation to whether additional offsetting, mitigation, or compensation measures are required, Hydro and the MMF will endeavour to resolve that dispute by referring it first to the Tripartite Steering Committee to be established as contemplated in Article 5, and then, if required to senior representatives of the Parties, being the President of the MMF, the President of Hydro and the Deputy Minister to the Minister responsible for Manitoba Hydro. If the dispute cannot be resolved by the consensus of the representatives of the Parties, it may ultimately be referred to the courts for resolution. The Parties acknowledge that any dispute that is referred to this process in relation to the Keeyask Project shall respect the processes set out in the Joint Keeyask Development Agreement and that any resolution of said dispute must ultimately be agreed to by the Keeyask Hydropower Limited Partnership as the owner of the Keeyask Project.

4.1.4 Funding. Funding for the participation of the MMF in relation to the processes in Article 4 will be the responsibility of the MMF from the payments referenced in Article 2 or from other executed agreements in place between the MMF and Hydro prior to the Closing Date.

4.2 HYDRO LIAISON OFFICER

4.2.1 Appointment and Re-Appointment. Within thirty (30) days of the Closing Date, the MMF shall appoint a Hydro Liaison Officer and advise Hydro, in writing, of the identity and contact information of the Hydro Liaison Officer. If at any time during the Term, the person appointed as the Hydro Liaison Officer is no longer authorized to act as the Hydro Liaison Officer, the MMF shall appoint a replacement Hydro Liaison Officer and shall forthwith advise Hydro, in writing, of the identity and contact information of the replacement Hydro Liaison Officer.

4.2.2 Employee of MMF. The Hydro Liaison Officer will at all times be either an employee of, or an independent contractor retained by, the MMF, who will report to the MMF and take instructions from the MMF. The Hydro Liaison Officer is not and will not be an employee of, or an independent contractor retained by, either Hydro or Manitoba.

4.2.3 Funding. The MMF shall allocate up to $100,000.00 (CPI adjusted) every year during the Term of this Agreement from the payment referenced in Article 2.1.1(b) for the cost of maintaining a Hydro Liaison Officer within the MMF. The MMF acknowledges that it is fully responsible for all costs associated with the Hydro Liaison Officer, including, but not limited to all taxes, deductions, remittances, and incidental
costs incurred or associated with the Hydro Liaison Officer, including, without limitation, any severance pay it may be required to pay.

4.2.4 **Duties.** The duties of the Hydro Liaison Officer will be to act as a contact point between the MMF and Hydro, to aid communication between the MMF and Hydro, to assist in coordinating meetings and exchanges of information between the MMF and Hydro, to ensure that information and communication provided by Hydro is directed to the appropriate officer or representative of the MMF and otherwise assist in maintaining the relationship between the MMF and Hydro as directed by the MMF.

4.2.5 **Existing Hydro Liaison Officer Agreements.** On the Closing Date this Agreement supersedes the existing Manitoba Hydro Liaison Officer Agreement dated February 6, 2014 (the “MHLO Agreement”). Subject to the MMF providing a final report outlining the activities undertaken under the MHLO Agreement for the period leading to the Closing Date and providing all outstanding financial documentation for any eligible amounts reimbursable under the MHLO Agreement up to the Closing Date, Hydro agrees to pay to the MMF any eligible and outstanding reimbursable funding owing under to the MHLO Agreement as of the Closing Date.

4.3 **FUTURE DEVELOPMENTS PROCESSES AND AGREEMENTS**

4.3.1 **Additional Funding for Engagement on Future Developments.** In addition to the funding under Article 2, Hydro is open to providing reasonable funding for engagement on Future Developments under pre-approved work plans and budgets and consistent with Hydro’s reimbursement policy to reimburse direct out of pocket costs incurred by the MMF to carry out agreed-to activities, which may include participation in, engaging and consulting with MMF members and retaining required expert advice related to Future Developments.

4.3.2 **Additional Agreements on Future Developments.** If, based on the work undertaken pursuant to Article 4.3.1, Hydro and the MMF agree that impacts are identified that have not been addressed through the existing planning, design, construction, and mitigation of a Future Development, such impacts may be addressed through a variety of additional offsetting, mitigation, or, if necessary, compensation measures through negotiated agreement(s).

4.4 **BUSINESS OPPORTUNITIES**

4.4.1 **Information on Business Opportunities.** Hydro and the MMF will consider ways to facilitate the exchange of information between Métis-owned businesses and Hydro relevant to contract opportunities related to Existing Developments and Operations and Future Developments.
4.4.2 Discussions re Business Opportunities. Hydro and the MMF will discuss and potentially develop mutually-agreeable arrangements or approaches that facilitate MMF and Métis-owned business access to opportunities related to Existing Developments and Operations and Future Developments.

4.4.3 Idem. The discussions about procurement and contract opportunities contemplated in Article 4.4 shall not consider any action that would reduce, diminish or otherwise modify pre-existing commitments to other groups nor any breach of laws.

4.4.4 Funding. Funding for the participation of the MMF in relation to the processes in Article 4.4 except as otherwise agreed, will be the responsibility of the MMF from the payments referenced in Article 2.

4.5 EMPLOYMENT AND TRAINING

4.5.1 Opportunities. Subject to any applicable policies, existing commitments or collective agreements, Hydro will work with the MMF to identify opportunities for Métis training and employment in the planning, development, construction and operations of Existing Developments and Operations and Future Developments. To the extent reasonable, this could include employment opportunities for Métis from prime contractors and subcontractors who undertake the building and/or the long-term maintenance of a project.

4.5.2 Funding. Funding for the participation of the MMF in relation to the processes in Article 4.5 will be the responsibility of the MMF from the payments made under Article 2.

ARTICLE 5 - TRIPARTITE STEERING COMMITTEE

5.1 STEERING COMMITTEE

5.1.1 Purpose. Manitoba, the MMF, and Hydro agree to establish a Steering Committee to:

(a) provide oversight for the implementation of this Agreement; and

(b) address issues constructively as they may arise.

5.1.2 Composition. This Steering Committee will consist of two representatives identified by each Party. All issues or matters in dispute among the Parties will be referred to the Steering Committee, and the Parties agree that the Steering Committee is to consider the issue before any Party takes any other action about that issue as outlined in this Article 5.1.
5.1.3 Meeting. In the event of written notice being served on all Parties regarding a dispute relating to the interpretation or implementation of this Agreement, the Parties will:

(a) convene a meeting of the Steering Committee and make a good faith effort to amicably resolve such dispute;

(b) at the meeting of Steering Committee referenced in subsection 5.1.3(a), if the Parties are unable to either resolve such dispute or agree to a process to resolve such dispute, the Steering Committee will properly define the issue to be resolved and refer the matter in dispute to the President of the MMF, the Minister responsible for Manitoba Hydro and the President and Chief Executive Officer of Hydro who will meet to endeavour to resolve, or establish a process to resolve, such dispute, which may include third party mediation or arbitration.

5.1.4 Other Remedies. If the Parties are unable to resolve a dispute in the manner contemplated in subsection 5.1.3 within 60 days of notice of the issue in dispute, the Parties may pursue such remedies as are available at law.

5.1.5 Deadlines for Other Remedies. If there is a fixed deadline for pursuing other remedies available at law, as contemplated in Article 5.1.4, that may expire prior to the dispute process contemplated in Article 5 being complete, a Party may avail themselves of pursuing such a remedy without such action being considered a breach or fundamental breach of this Agreement.

5.1.6 Cost. Each Party shall bear its own cost in participating in the process outlined in Article 5.1.

5.1.7 Funding. Funding for the participation of the MMF in relation to the processes in Article 5 will be the responsibility of the MMF from the payments referenced in Article 2.

ARTICLE 6 - REPORTING

6.1 REPORTING

6.1.1 Fiscal and Narrative Reports. The MMF’s fiscal year is from April 1 to March 31. The MMF agrees to include in its annual audited financial reports a separate schedule accounting for the receipt, expenditure and/or deferral of the funds provided to it under Article 2 in each fiscal year during the Term of this Agreement. This financial reporting will be provided to Manitoba and Hydro on or before October 1 of each year for the previous fiscal year. In addition, for the Term of the Agreement, the MMF will provide an annual narrative report for the period January 1 to December 31 of each
year that generally outlines the activities and initiatives supported with the funds during this period including information about expenditures on those activities and initiatives.

6.1.2 The first of the narrative reports referred to in subsection 6.1.1 shall be due March 1, 2016 and each subsequent annual narrative report shall be due on the same date each year, with the last narrative report to be provided no later than March 1, 2035. The financial reporting requirements in 6.1.1 and 6.1.2 shall survive for one year following the termination or end of the Agreement.

6.1.3 Funding. Funding for the preparation of the narrative reports referred to in Article 6 and all other associated costs shall be the responsibility of the MMF from the payments referenced in Article 2.1.

6.1.4 Fiscal Year. The MMF shall have the ability at its sole discretion to defer or carry forward funding received under this Agreement from one fiscal year to the next. This deferral or carry forward of funding shall not affect the annual payment described in Article 2.1(b) from being paid to the MMF.

6.1.5 Audit and Record Keeping. The MMF will be responsible to retain the required records with respect to expenditures made with the funding described under Article 2.1 to enable an audit and the MMF agrees that the Parties will have the right, at their own expense, to undertake an audit of such accounting and expenditures for any year of the Agreement, at any time within five years of the report and accounting for that year being provided by the MMF. This Article 6.1.5 shall survive termination of the Agreement.

6.1.6 Idem. For greater certainty, the funding described in Article 2 shall be subject to the reporting and audit requirements outlined in Article 6 and will not be subject to Hydro’s reimbursement policy.

6.1.7 Termination and Article 6. Following the Term of this Agreement, and notwithstanding the end of the Term of this Agreement:

(a) any narrative reports for the previous year not yet provided by the MMF to the other Parties as contemplated in Article 6.1.1 shall be provided; and

(b) This Article 6.1.7 shall survive termination of the Agreement.
ARTICLE 7 - GENERAL PROVISIONS

7.1 GENERAL

7.1.1 Amendment. This Agreement may only be amended by written agreement of the Parties.

7.1.2 Interpretation and General Provisions. In this Agreement:

(a) unless otherwise stated or the context otherwise requires

(i) words importing the singular number include the plural and vice versa and words importing persons will include firms, governments and corporations, and vice versa; and

(ii) the words "and" and "or" may be conjunctive or disjunctive as the context may require.

(b) the Article headings in each Article are for reference and information purposes only, and will not affect in any way the meaning or interpretation of this Agreement.

7.1.3 No Presumption. The Parties have endeavoured to ensure that the terms of this Agreement are as clear as possible and in interpreting this Agreement there will be no presumption in favour of or against any Party.

7.1.4 Entire Agreement. This document contains the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this agreement.

7.1.5 Assignment. Neither this Agreement nor any portion or provision of this Agreement may be assigned without the prior written permission of all the Parties.

7.1.6 Legally Enforceable. This Agreement is legally binding and enforceable against the Parties.

7.1.7 Laws. This Agreement shall be governed by the applicable laws of Canada and Manitoba.

7.1.8 Severance. If any provision of this Agreement is determined for any reason to be invalid, that provision will be considered separate and severable from this Agreement and the other provisions of this Agreement will remain in force and effect,
and be binding upon the Parties as though the invalid provision had never been included in this Agreement.

7.1.9 Aboriginal Rights and Consultation. Nothing in this Agreement affects any Aboriginal Rights of Métis in the Province of Manitoba and, subject to subsection 3.1.4, nothing in this Agreement affects or limits the duty of the Crown to consult with Métis about decisions or actions that may affect the exercise of the Aboriginal rights of Métis, and to accommodate concerns about those effects.

7.1.10 Successors. This Agreement is binding upon successors of the Parties.

7.1.11 Non-Parties. Nothing in the Agreement is intended to confer upon any person or entity not a Party to this Agreement any rights or remedies under or by reason of this Agreement.

7.1.12 Warranty. By execution, the Parties each warrant that they have authority to enter into and be bound by this Agreement.

7.1.13 Independent Advice. The MMF acknowledges and confirms that it has been advised by independent consultants and legal counsel of its choosing in the negotiation, drafting, finalization and execution of this Agreement.

7.1.14 Notices. All notices and other communications provided for in this Agreement, will be in writing and shall be given or served to the applicable addresses set out in subsection 7.1.15 or to such addresses a Party may from time to time designate to the other Parties. Any such communication will be deemed to have been validly and effectively given on the date of such delivery, if such date is a business day and such delivery has been made during the normal business hours of the recipient; otherwise, it will be deemed to have been validly and effectively given on the business day next following such date of delivery. Except where personal service is used, the notice or communication will be deemed to have been received on the date such delivery is confirmed by the receiving party.

7.1.15 Addresses. The addresses for the Parties are:

(a) To MMF:

Executive Director
Manitoba Metis Federation
300-150 Henry Avenue
Winnipeg MB R3B 0J7

Fax: 204-947-1816
(b) To Hydro:

VP General Counsel and Corporate Secretary
Manitoba Hydro
360 Portage Avenue

Fax: 204-360-6147

Mailing Address: PO Box 815 Stn Main, Winnipeg MB R3C 2P4

(c) To Manitoba

Deputy Minister to the Minister responsible for Manitoba Hydro
309-450 Broadway
Winnipeg, MB R3C 0V8

Fax: 204-945-5255

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In witness whereof the Parties hereto have signed this Agreement on the dates indicated below:

MANITOBA METIS FEDERATION INC.

Per:  

[Signature]
David Chartrand, President
Manitoba Metis Federation

[Signature]
Jack Park, Minister for Hydro
Manitoba Metis Federation

Date: Nov 26 14

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA

Per:  

[Signature]
The Honourable Eric Robinson
Minister responsible for Manitoba Hydro
Government of Manitoba

Date: Nov 27 14

THE MANITOBA HYDRO-ELECTRIC BOARD

Per:  

[Signature]
Scott Thomson, President and CEO
Manitoba Hydro

Date: 26 Nov 2014

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