

RESPONSIBILITIES OF ALL PARTIES

1. Both Parties will provide information and documentation as required to address these items with the exception of any information that is confidential by law (statutory or otherwise).
2. Positive and transparent discussions will create mutual understanding of all issues in developing a strong relationship.
3. Issues identified by Parties to this Memorandum of Understanding (MOU) will be outlined in a timely manner to ensure adequate research and assessment is completed prior to expected resolution. It may be outside of the Parties authority to reconcile some issues identified.
4. There will be a Training and Mentorship Program for Tobique First Nation members' inclusion in the periodical and efficient maintenance of the Tobique Narrows Dam which will be a stepping stone in a new relationship.
5. Tobique First Nation will ensure that NB Power has access to the restricted Dam area so that normal activity related to the safe and efficient delivery of electricity will occur within the Tobique First Nation.
6. In return, NB Power will check with officials appointed by the Band and agree to be accompanied by a First Nation member.
7. The Parties agree that this Memorandum of Understanding is entered into without prejudice to any claim for compensation related to the construction and use of the Tobique Dam by the Tobique First Nation against the Province, NB Power or any other party to the claim.
8. The Parties agree that in the event discussions falter or stall on the priorities agreed upon in the 'whereas' clauses of this MOU, the Province will continue with remediation of the river bank erosion and dump site and Tobique First Nation will continue to ensure NB Power has unrestricted access to the Tobique Dam and restricted access to Tobique residences. (See Appendix 2).
9. The Parties agree that the subject and matters being negotiated pursuant to this MOU are not to be disclosed to any court in any lawsuit by any Party in the event that negotiations fail and that no documentation including minutes of negotiations if any, will be admissible as evidence in any lawsuit by any Party upon any subject matter of the negotiation in relation to this Agreements.

PROVISIONS FOR RATIFICATION

1. This Memorandum of Understanding requires acceptable ratification by both Parties.
2. The First Nation and Province agree that any agreements resulting from the aforementioned discussion(s) of priority items must be in turn be ratified: in the case of the First Nation, by the Band and Band Council through a Band Council Resolution, and; in the case of the Province, by the Minister under whose mandate the agreed action falls.
3. The acceptance by Tobique First Nation, of this MOU, is made without prejudice to their International recognized Aboriginal, Inherent and Constitutional Rights,