

BLOOD TRIBE TREATY ENTITLEMENT CATTLE CLAIM

EXECUTIVE SUMMARY OF THE

SETTLEMENT AGREEMENT

Disclaimer:

This Executive Summary is intended to be used for explanatory and information purposes only and is not intended to form part of the Settlement Agreement, be a legal document or serve as legal interpretation of the Settlement Agreement.

OVERVIEW

This document summarizes the terms and conditions of the Blood Tribe Treaty Entitlement Cattle Claim Settlement Agreement.

The Blood Tribe Council encourages all
Members of the Blood Tribe
to review the Settlement Agreement and to
attend and participate in the
Virtual Information Meeting
August 18, 2021

The Ratification Vote will take place:

Electronic Voting: September 14 and 15, 2021

In Person Voting: September 16, 2021

Only eligible Voters of the Blood Tribe may participate in the Ratification Vote.

Eligible Voters are those Members of the Blood Tribe who are 21 years of age or older on the day the in-person Ratification Vote is held and whose names appear on the membership list in accordance with the *Blood Tribe Membership Code, 2000*.

**SUMMARY OF THE
BLOOD TRIBE TREATY ENTITLEMENT CATTLE
SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

BACKGROUND OF THE SETTLEMENT AGREEMENT

- The purpose of the Settlement Agreement is to settle the Blood Tribe's claim against Canada respecting the failure to provide the cattle promised to the Blood Tribe pursuant to the terms of the Blackfoot Treaty of 1877 (also known as Treaty No. 7) as negotiated through the Specific Claims process.
- Despite promises at the making of the Blackfoot Treaty of 1877 that cattle would be supplied to the Blood Tribe on the basis of population, no cattle were provided to the Blood Tribe under the Treaty provisions and therefore individuals were forced to trade horses for cattle or have cattle loaned to them in order to start cattle ranching. The Blood Tribe Members displayed an excellent ability for cattle ranching and between 1894 and 1904 increased their cattle herd from 0 to 5,000 head.
- Specific Claims are grievances by First Nations that arise from the failure of Canada to fulfill its legal obligations to First Nations in particular situations. Specific Claims provide First Nations with an alternative to going to Court to litigate their claims against Canada. Where it is found that Canada has an outstanding lawful obligation to a First Nation, the parties may enter into negotiations to reach a settlement on the matter.
- After filing a claim with Specific Claims Canada, filing an action in Federal Court and then filing the claim in the Specific Claims Tribunal Canada finally agreed to negotiate the claim and the Settlement Agreement is as a result of those negotiations.

PARTIES

- The Parties to the Settlement Agreement are the Blood Tribe, as represented by Blood Tribe Chief and Councillors (“Council”), and Her Majesty the Queen in Right of Canada, as represented by the Minister of Crown-Indigenous Relations.

PREAMBLE

- The Preamble of the Settlement Agreement sets out the terms of the written Blackfoot Treaty of 1877 which promised cattle *for every family of five persons, and under, two cows; for every family of more than five persons, and less than ten persons, three cows, for every family of over ten persons, four cows; and every Head and Minor Chief, and every Stony Chief, for use of their Bands, one bull;...*
- The Preamble also sets out that the Blood Tribe filed a claim in Federal Court and submitted the Claim to Canada under its Specific Claims Policy (the “Policy”), alleging among other things, that Canada breached its fiduciary and Treaty obligations by failing to provide the cattle promised at Treaty, or at all.
- It also sets out that Canada first rejected the Claim for negotiation under the Policy on September 20, 2011 and on September 18, 2012 the Blood Tribe filed a Claim with the Specific Claims Tribunal regarding the failure to provide the treaty entitlement cattle. Canada then advised in February of 2018 that it wished to seek a negotiated settlement of the Claim and that for purposes of a negotiated settlement it was now Canada’s view that Canada breached a Treaty legal obligation by failing to provide the promised cattle.
- The Preamble sets out that Canada and the Blood Tribe have negotiated terms of settlement as contained in the Settlement Agreement in order to achieve a full, fair and final settlement of the Claim.

ARTICLE 1 – DEFINITIONS

- This contains a series of defined terms which have been used throughout the Agreement. Unless specifically stated otherwise, the

defined terms will have the same meaning in the Voting Guidelines and the Trust Agreement.

ARTICLE 2 – COMPENSATION

- This Article sets out that Canada will pay **\$150,000,000** to the Blood Tribe in full and final settlement of the Claim. This amount includes the costs of negotiation, studies, settlement, ratification, legal and other costs related to the Claim, the Settlement Agreement and any other related documents.
- From that amount, and in accordance with the Policy, negotiation loan funding in the amount of **\$157,450.00** will be deducted as those dollars were loaned by Canada to the Blood Tribe to cover the costs of negotiations.
- Canada will pay a total amount of **\$149,842,550** (the “Compensation”) to the Blood Tribe as the amount remaining after deduction of the negotiation loan funding.
- Canada will pay this amount within 45 days of the Effective Date provided the voting Members of the Blood Tribe ratify the Settlement Agreement and Trust Agreement in accordance with the ratification requirements set out in the Settlement Agreement.
- Canada will deposit the Compensation into a Trust Account established at a financial institution as determined by Blood Tribe Council.
- The Compensation is not “Indian Moneys” within the meaning of the *Indian Act* and therefore the provisions of the *Indian Act* that deal with the management of Indian Moneys will not apply.

ARTICLES 3 & 4 – RELEASE & INDEMNITY

- The Compensation amount that will be paid to the Blood Tribe by Canada will be in full and final settlement of the Claim.
- Upon receipt of the Compensation, the Blood Tribe will agree to release and discharge Canada from any aspect of the Claim, and will agree to not take any other action against Canada in relation to the Claim. In the event any person brings any legal action against Canada

with respect to the Claim or the Release, the Blood Tribe agrees to indemnify Canada. That is, the Blood Tribe will compensate Canada for loss it may suffer as a result of such legal action.

ARTICLE 5 – DISMISSAL OF PROCEEDINGS

- The Blood Tribe agrees to discontinue the Specific Claims Tribunal and Federal Court Actions that were commenced with respect to this matter which were held in abeyance while the Claim was going through the Specific Claim negotiation process.

ARTICLE 6 – RATIFICATION VOTE

- The voting Members of the Blood Tribe (those Members who are 21 years of age and over on the Voting Day) will be entitled to vote to ratify both the Settlement Agreement and the Trust Agreement. The Settlement Agreement and Trust Agreement will be ratified if at least 25% of the Voters vote and a majority of those vote in favour. Upon successful ratification, Blood Tribe Council will pass a Band Council Resolution (“BCR”) indicating that the Agreements have been ratified by the Blood Tribe Members and will provide that BCR to Canada.
- If the first vote does not meet the required threshold but the majority who vote, vote in favour then Council may hold a second vote and if a simple majority of those voting vote in favour then Council would be authorized to sign the Settlement Agreement and Trust Agreement.
- If the Voters do not vote in favour of the Settlement Agreement and Trust Agreement, they will be void and no Compensation will be paid to the Blood Tribe as a result of the negotiations.
- The Ratification Vote will be held in accordance with Voting Guidelines which are set out in Schedule 6 to the Settlement Agreement.

ARTICLE 7 – CONDITIONS PRECEDENT TO EXECUTION BY CANADA

- Canada, as represented by the Minister of Crown-Indigenous Relations, will sign the Settlement Agreement when certain conditions are met, including:
 - The Settlement Agreement and Trust Agreement have been approved by the Voters.

- Blood Tribe Council has provided the BCR to Canada and Council has signed the Settlement Agreement.
- The Minister has been authorized to sign the Settlement Agreement and the funds for the payment of the Compensation have been approved and appropriated by Canada for that purpose.
- The Trust Agreement has been signed by Blood Tribe Council and the Trustees and a Trust Account at a financial institution has been opened.
- Blood Tribe Council has directed Canada to deposit the Compensation into the Trust Account.
- Certificates have been signed by the Blood Tribe's legal counsel and financial advisor indicating that they have provided independent advice to Council on the Settlement Agreement and Trust Agreement and have attended and answered questions of Blood Tribe Members who participated in the Information Meeting.
- Canada has been delivered an order of the Federal Court approving the discontinuance and settlement of the Federal Court Action, which will only be effective once the Minister signs the Settlement Agreement.

ARTICLE 8 – EXECUTION

- The Settlement Agreement will be considered fully executed when both the Blood Tribe Council and the Minister have signed it.

ARTICLE 9 – EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- The Settlement Agreement will be effective on the date that the Minister signs the Settlement Agreement.

ARTICLE 10 – REPRESENTATIONS AND WARRANTIES

- The Blood Tribe, as represented by Council, agrees that:

- It intends to use the Compensation for the benefit of the Blood Tribe;
- It made reasonable efforts to provide all Voters with an opportunity to participate in the Ratification Vote, whether those persons resided on the reserve or elsewhere.
- It has held an Information Meeting for Blood Tribe Voting Members for the purposes of explaining the terms and conditions of the Settlement Agreement and Trust Agreement
- Its legal counsel has explained to Council and Blood Tribe Voting Members participating in the Information Meeting the legal nature and effect of the Settlement Agreement and Trust Agreement
- Its financial advisor has provided to Council and Blood Tribe Voting Members participating in the Information Meeting, independent financial advice with respect to the Trust Agreement and the deposit of the Compensation into a Trust Account
- Canada has not advised Council with respect to the deposit of the Compensation into a Trust Account or the Trust Agreement and that Council has obtained its own independent legal and financial advice with regard to these matters.
- An interpreter fluent in Blackfoot was present at the Information Meeting and Ratification Vote

ARTICLE 11 – PROGRAMS AND SERVICES

- The Settlement Agreement has no effect on the ability of the Blood Tribe or Blood Tribe Members to apply for, or otherwise have access to, other programs and services funding offered by Canada.

ARTICLE 12 – DISPUTE RESOLUTION

- If the Blood Tribe, as represented by Council, and Canada have a dispute arising out of the Settlement Agreement, they shall attempt to resolve such dispute through negotiation or other dispute resolution procedures, including mediation, before resorting to litigation. If the

dispute is not resolved by those methods, after 30 days, either Party may resort to litigation.

ARTICLE 13 – AMENDMENTS

- The substantive provisions in the Settlement Agreement can only be amended or replaced by written agreement following the same procedures as this Settlement Agreement was approved.
- Non-substantive amendments, such as amending the time provided to do anything under the Settlement Agreement and typographical errors, may be amended by Blood Tribe Council and the Assistant Deputy Minister. These types of amendments will not affect the substance of the Settlement Agreement.

ARTICLE 14 – NOTICE

- In the event that either the Blood Tribe or Canada need to provide notice to the other, they must send such notice to the contact person and address set out in the Settlement Agreement.

ARTICLE 15 – GENERAL PROVISIONS

- These provisions set out general information and among other things, provide that the Settlement Agreement sets out the entire agreement between the Blood Tribe and Canada with respect to the Claim.