

THIS AGREEMENT AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by The Minister of Indian Affairs and  
Northern Development,

(hereinafter referred to as "**Canada**"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF MANITOBA,  
as represented by The Minister of Northern Affairs,

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

- and -

THE NORWAY HOUSE CREE NATION,  
as represented by the **Chief and Council**

(hereinafter referred to as "**Norway House Cree Nation**"),

OF THE THIRD PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,  
(hereinafter referred to as "**Hydro**"),

OF THE FOURTH PART.

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## ARTICLE 5

### 5.0 INTEGRATED LAND USE AND RESOURCE MANAGEMENT

#### 5.1 INTRODUCTION

5.1.1 Introduction. This Article 5 sets out the procedure for establishing and operating a resource management board composed of representatives of **Norway House Cree Nation** and **Manitoba**.

#### 5.2 NORWAY HOUSE RESOURCE MANAGEMENT AREA

5.2.1 Designation of Area. **Integrated Land Use and Resource Management** is to be achieved by the coordinated application of **Norway House Cree Nation** and **Manitoba** authority, and to this end **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, within its respective authority and powers, designate the lands and waters shown in Schedule 5.1, as the **Norway House Resource Management Area**.

5.2.2 Amendment of Area. The **Norway House Resource Management Area** may be amended by agreement between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

#### 5.3 NORWAY HOUSE RESOURCE MANAGEMENT BOARD

5.3.1 Establishment. Within ninety (90) days following the **Date of this Agreement**, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each appoint two (2) persons for a four (4) year term and two (2) persons for a three (3) year term to constitute the **Norway House Resource Management Board**. Subject to Article 5.3.4, all subsequent appointments shall each be for a term of four (4) years. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** will



participate in the **Norway House Resource Management Board** so as to promote **Integrated Land Use and Resource Management** in the **Norway House Resource Management Area**.

5.3.2 Board Meetings. The inaugural **Norway House Resource Management Board** shall meet at the **Reserve** not later than thirty (30) days following the appointment of its last member. Except during the first year after the **Date of this Agreement**, the **Norway House Resource Management Board** shall meet at least four (4) times a year at the **Reserve**.

5.3.3 Change in Number of Members. The number of Board members may be changed by agreement between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** provided that there is always an equal number of members appointed by each.

5.3.4 Alternate Members. If any Board member is unable or unwilling to complete that member's term of appointment, **Chief and Council** on behalf of **Norway House Cree Nation**, or **Manitoba**, as the case may be, shall appoint an alternate member for the balance of such term.

5.3.5 Replacing Members. **Chief and Council** and **Manitoba** shall, at least thirty (30) days before the expiration of the term of a member appointed by it, either reappoint that member or appoint a new member and so advise the other.

5.3.6 Rules and Selection of Chair. The **Norway House Resource Management Board** shall establish its rules and procedures. A chair shall be selected from among the **Norway House Resource Management Board** members, and the member so selected shall continue to have a vote as a member but shall have no additional or deciding vote as the chair.

5.3.7 Quorum. A quorum shall be at least three (3) of the members appointed by each of **Chief and Council** and **Manitoba**.

5.3.8 Decisions. Decisions of the **Norway House Resource Management Board** shall be made by consensus unless a member requests and a majority of those present agree that a decision be made by vote. Equal numbers of members appointed by each of **Norway House Cree Nation** and **Manitoba** shall participate in any vote.

5.3.9 Notice. The **Norway House Resource Management Board** shall establish rules regarding notice of matters to be considered, decisions and the general conduct of the **Norway House Resource Management Board** that are satisfactory to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

#### 5.4 PROGRAMS AND BUDGETS

5.4.1 Annual Program and Budget. The **Norway House Resource Management Board** shall, on or before September 1 in any year, submit an annual program and budget for the next fiscal year to **Norway House Cree Nation** and **Manitoba** for approval. Within ninety (90) days of receipt of the budget, each such **Party** shall advise the **Norway House Resource Management Board** whether it accepts or rejects all or part of the annual program and budget.

5.4.2 Budget Components. The budget may:

- (a) include anticipated requirements for:
  - (i) staff, facilities, equipment and administration,
  - (ii) public meetings, consultations and hearings,
  - (iii) research, publications and public education,
  - (iv) technical assistance,
  - (v) other programs or activities determined by the **Norway House Resource Management Board**; and

- (b) identify how the budget will be funded including the proportions to be paid by **Norway House Cree Nation and Manitoba**.

5.4.3 Sharing of Costs. Notwithstanding Article 5.4.2, **Norway House Cree Nation and Manitoba** shall pay the costs of their representatives on the **Norway House Resource Management Board** not covered by normal programs. Other costs to be incurred will be shared by **Norway House Cree Nation and Manitoba** in a proportion to be determined jointly at the time of the review and approval of the annual program and budget under Article 5.4.1. For this purpose, **Chief and Council** shall have authority to request money through the **Community Approval Process** from the **Community Development Account**.

5.4.4 Technical Support. Technical support and programs for land use planning and natural resource management, available from **Manitoba**, will be made available to and coordinated with programs of the **Norway House Resource Management Board** without charge. However, in those instances where a set fee or charge has been established, it will be levied unless otherwise waived by **Manitoba**.

5.4.5 Fiscal Year. The fiscal year of the **Norway House Resource Management Board** shall commence on April 1 in any year unless changed by agreement between **Chief and Council** on behalf of **Norway House Cree Nation, and Manitoba**.

5.4.6 Reports. The **Norway House Resource Management Board**:

- (a) may publish reports or other materials; and
- (b) shall within ninety (90) days after the end of the fiscal year provide **Norway House Cree Nation and Manitoba** with a written report which:
  - (i) describes the activities carried out during the year, and
  - (ii) evaluates the success or failure of the activities undertaken, and the reasons therefor.



**5.5 FUNCTIONS AND PURPOSES OF THE NORWAY HOUSE RESOURCE MANAGEMENT BOARD**

5.5.1 Board Activities. In order to promote **Integrated Land Use and Resource Management**, the **Norway House Resource Management Board** may:

- (a) examine, study and review **Resources**, their use, and matters affecting the same, including the nature and extent of **Fish** and wildlife populations and their environment;
- (b) monitor activities within the **Norway House Resource Management Area**;
- (c) propose subjects for research;
- (d) prepare information and communication strategies;
- (e) hold meetings and workshops or otherwise consult publicly or privately with any person;
- (f) develop and recommend resource management plans in accordance with Articles 5.5.2, 5.5.3 and 5.5.4;
- (g) develop and recommend land use plans in accordance with Articles 5.5.6, 5.5.7 and 5.5.8; and
- (h) carry out other duties jointly assigned to it by **Norway House Cree Nation** and **Manitoba**.

5.5.2 Resource Management Plans. The **Norway House Resource Management Board** shall develop and recommend resource management plans for the **Norway House Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) measures to enhance and preserve areas of significant **Fish** and wildlife populations;
- (b) methods of harvesting **Resources**;
- (c) health and safety considerations;
- (d) procedures for the assignment or re-assignment of new, vacant or under-utilized traplines, fishery quotas and wild rice leases;
- (e) enforcement considerations;



- (f) protecting, conserving and enhancing **Resources** and their environment, including areas of ecological, cultural or historical significance;
- (g) prescribing and monitoring levels of use;
- (h) establishing priorities and allocations for domestic, commercial and recreational uses of **Resources** by lease, permit, quota or otherwise;
- (i) resolving conflicts related to the use of **Resources**;
- (j) sustainable development of **Resources**; and
- (k) proposing a role for the **Norway House Resource Management Board** in the implementation of the plan.

5.5.3 Resource Use. **Norway House Cree Nation** and **Manitoba** recognize that aboriginal people, including **Norway House Cree Nation**, have, at law, priority rights to the harvesting of **Fish** and wildlife resources within the **Norway House Resource Management Area**, based on their rights recognized and affirmed by Section 35 of the Constitution Act, 1982. In section 15.1 of the **NFA**, **Manitoba** agreed as a matter of policy, subject to certain limitations, to grant to **Norway House Cree Nation** first priority rights to the wildlife resources in the **Norway House Resource Management Area** traditionally available to and used by **Norway House Cree Nation** as a source of food supply, income-in-kind and income. **Norway House Cree Nation** and **Manitoba** recognize that, subject to the rights of aboriginal people, and subject to resource management plans in force, other individuals may, as provided by law, hunt, trap or fish in the **Norway House Resource Management Area**. **Norway House Cree Nation** and **Manitoba** recognize that provisions for conservation, management and protection of **Fish** and wildlife resources in the **Norway House Resource Management Area** will be necessary. Actions under this Article, by the **Norway House Resource Management Board**, **Norway House Cree Nation**, and **Manitoba**, shall be consistent with the rights of **Norway House Cree Nation**, and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Fish** and wildlife resources in the **Norway House Resource Management Area**.

5.5.4 Application of Resource Management Plans. Notwithstanding Article 5.5.2 and subject to applicable legislation, a resource management plan shall apply within a **Municipality** only insofar as it does not conflict with the provisions of a **Development Plan, Basic Planning Statement or Planning Scheme** for the **Municipality** or any part thereof.

5.5.5 Lake Winnipeg Commercial Fishery. The functions and purposes of the **Norway House Resource Management Board** do not extend to consideration of the management of the commercial fishery on Lake Winnipeg. Such considerations shall be addressed through existing management structures on Lake Winnipeg and do not form part of this **Agreement**.

5.5.6 Land Use Plans. The **Norway House Resource Management Board** shall develop and recommend land use plans for the **Norway House Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) zoning lands;
- (b) prescribing areas of land or bodies of waters for purposes of regulating use and activities thereon;
- (c) prescribing and regulating land uses;
- (d) establishing administrative arrangements for the construction or occupation of cabins or shelters;
- (e) recognizing and preserving areas of ecological, cultural or historical significance;
- (f) resolving conflicting uses of land; and
- (g) proposing a role for the **Norway House Resource Management Board** in the implementation of the plan.

5.5.7 Application of Land Use Plans. Notwithstanding Article 5.5.4 and subject to applicable legislation, land use plans shall not apply within a **Municipality** in which a **Development Plan** or a **Basic Planning Statement** or **Planning Scheme** comes into effect for the **Municipality**.

5.5.8 Limestone Point Planning Area. The **Norway House Resource Management Board** shall give priority to the development of a land use and/or resource management plan for the area shown in Schedule 5.2 to provide for the protection and conservation of the ecologically sensitive lands and **Resources** therein.

## 5.6 APPROVAL OF PLANS

5.6.1 Reference. The **Norway House Resource Management Board** shall forward proposed land use plans, resource management plans or recommendations to **Norway House Cree Nation** and **Manitoba** accompanied by written reasons for supporting the plan or recommendation and confirmation of notice and consultation in accordance with Articles 5.7.1 and 5.7.2.

5.6.2 Responding to Plans. Within ninety (90) days of receiving a plan or recommendation under Article 5.6.1, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall notify the **Norway House Resource Management Board** in writing, with a copy each to the other, whether they accept or reject the plan or recommendation.

5.6.3 Resubmission. The **Norway House Resource Management Board** may, within sixty (60) days of receipt of notice under Article 5.6.2, that a plan or recommendation under Article 5.6.1 is not acceptable, re-submit to **Norway House Cree Nation** and **Manitoba**:

- (a) a revised plan or recommendation; or



- (b) a request that the rejected plan or recommendation be reconsidered, including such additional information as the **Norway House Resource Management Board** may consider relevant.

5.6.4 Final Decision. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall, within sixty (60) days of a resubmission by the **Norway House Resource Management Board** under Article 5.6.3, advise the **Norway House Resource Management Board** and each other in writing of their final decision on the matter. No further resubmission under Article 5.6.3 of the same plan or the same recommendation forwarded under Article 5.6.1 may be made without the approval of both **Norway House Cree Nation** and **Manitoba**.

5.6.5 Extensions. Time limits set forth in Articles 5.6.2, 5.6.3 and 5.6.4 may be extended by agreement in writing between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

5.6.6 Adopting Plans. Where **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** both advise the **Norway House Resource Management Board** that a plan or recommendation under Article 5.6.1 is acceptable for adoption, each shall promptly take all appropriate steps within its jurisdiction to give such plan or recommendation full effect and shall promptly provide the **Norway House Resource Management Board** with documentation evidencing such effect has been given.

5.6.7 Plans of No Force and Effect. In the absence of approval by both **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** no resource management plan or land use plan developed by the **Norway House Resource Management Board** or recommendation of the **Norway House Resource Management Board** will have any force or effect.



5.6.8            Updating Plans.            The **Norway House Resource Management Board** shall conduct a regular review of all approved plans and recommendations and, where it is considered necessary, propose amendments to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** along with supporting reasons. The procedures outlined in Articles 5.6.1 to 5.6.7, both inclusive, shall apply to any proposed amendments.

5.6.9            Resource Allocations.            The **Norway House Resource Management Board** may make recommendations to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** on any requests or applications for resource allocations or **Land Use Permits** with respect to **Resources** in the **Norway House Resource Management Area**. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall forward such requests or applications to the **Norway House Resource Management Board** for its consideration not less than forty-five (45) days prior to the granting or rejection thereof. Within forty-five (45) days of receiving such requests or applications, the **Norway House Resource Management Board** may submit recommendations on the resource allocations or **Land Use Permits** in accordance with Article 5.6. In the absence of a recommendation being submitted by the **Norway House Resource Management Board** within the time provided, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may act upon such requests or applications.

5.6.10            Transitional Measures.            From the **Date of this Agreement** to the date the **Norway House Resource Management Board** first meets, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall defer any new requests or applications for resource allocations and **Land Use Permits** within the **Norway House Resource Management Area**. Where **Manitoba** has, prior to the **Date of this Agreement**, referred any requests or applications to **Norway House Cree Nation** and withheld any such requests or applications pending the execution of this **Agreement**, **Manitoba** shall provide any such requests or applications and any new requests or applications to the **Norway House Resource Management Board** at its first meeting and the **Norway House Resource Management Board** shall

provide its recommendations on those requests or applications within forty-five (45) days of its first meeting in accordance with Article 5.6.

## 5.7 CONSULTATION

5.7.1 Consulting with Interested Parties. Before recommending that a land use plan or resource management plan be adopted, the **Norway House Resource Management Board** shall hold one (1) or more public meetings in such manner as it determines to be appropriate to obtain the views of and provide information to interested parties.

5.7.2 Giving Notice. The **Norway House Resource Management Board** shall give at least thirty (30) days written notice of the meeting under Article 5.7.1, with a copy of any proposed plan to:

- (a) **Hydro;**
- (b) any First Nation which could be affected by the plan;
- (c) any **Municipality** within the **Norway House Resource Management Area**; and
- (d) any board or group **Manitoba** advises be notified.

In addition to any other notice, the **Norway House Resource Management Board** shall bring public meetings to the attention of, and invite thereto, any local associations of **Resource** users or businesses known to have an interest in the subject matter.

5.7.3 Compliance with Articles 5.7.1 and 5.7.2. Before implementing any recommendation of the **Norway House Resource Management Board** which could affect the aboriginal or treaty rights of other First Nations, as recognized and affirmed by the Constitution Act, 1982, **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** will make reasonable efforts to ensure that Articles 5.7.1 and 5.7.2 have been complied with.

5.7.4 Requesting Information. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, upon written request of the **Norway House Resource Management Board** and subject to payment, unless waived, of any prescribed fee, provide the **Norway House Resource Management Board** with information within its control about matters being dealt with by the **Norway House Resource Management Board** except where such information is privileged or confidential.

5.7.5 Requesting Assistance. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, upon written request of the **Norway House Resource Management Board**, provide:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Norway House Resource Management Area**, including any formally submitted reports, findings or recommendations of any board or group advising **Manitoba** on matters which might relate to or affect the management of **Resources** in the **Norway House Resource Management Area**; and
- (b) assistance in drafting any recommendation or plan, provided that this shall not imply that **Manitoba** or **Chief and Council** on behalf of **Norway House Cree Nation** will adopt the recommendation or plan.

## 5.8 GENERAL

5.8.1 No Derogation. Nothing in Article 5 shall derogate from any authority of **Norway House Cree Nation**, **Manitoba** or **Canada**, each within its respective jurisdiction over the **Resources** in the **Norway House Resource Management Area**.



5.8.2 Federal Impediments. Actions taken pursuant to this Article 5 may be applicable to **Reserve Lands** but no action taken pursuant to this Article 5 shall impose restrictions or impediments on **Canada** in relation to any lands which **Canada** holds or may acquire by any means within its jurisdiction or which are acquired by, transferred to or transferable to **Canada** for any purposes.

5.8.3 No Federal Powers. Nothing in this Article 5 contemplates the exercise of powers by **Canada** under federal statutes or regulations other than the Indian Act (Canada).

5.8.4 Access to Lands. This Article 5 does not restrict the right of any person to enter on provincial Crown lands for any lawful purpose.

5.8.5 Existing Rights. Nothing in this Article 5 shall affect licences, permits, leases or approvals granted by or on behalf of **Norway House Cree Nation** or **Manitoba** prior to the **Date of this Agreement** or affect any right or privilege granted, or any responsibility acquired, under a licence, permit, lease, approval or administrative policy exercised by or on behalf of **Norway House Cree Nation** or **Manitoba**.

5.8.6 Conflicts with Laws. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each take reasonable measures to ensure that its actions pursuant to this Article 5 do not conflict with any federal or provincial laws in force in Manitoba.

5.8.7 Statutory Requirements. Nothing in this Article 5 alters any statute or any statutory authority or requirement or confers any statutory approval.

5.8.8 Discontinuance. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may jointly decide to discontinue the **Norway House Resource Management Board** and



its activities or, assign, provided such assignment does not, prejudice **Canada**, the functions of the **Norway House Resource Management Board** under this Article 5 to other entities.

5.8.9 No Revenue Sharing. The functions and purposes of the **Norway House Resource Management Board** do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and, subject to Article 3.2.2, nothing in this **Agreement** entitles **Norway House Cree Nation** or **Manitoba** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.

5.8.10 Amendment. Except for Articles 5.7.1, 5.7.2 and 5.7.3 and this 5.8, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may amend the procedures in this Article 5, provided any such amendment is consistent with this **Agreement** and not prejudicial to **Canada** and **Hydro**.