

Feb 1992
mou - current.

IN THE MATTER OF: AN AGREEMENT DATED DECEMBER 10, 1977

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF MANITOBA,

OF THE FIRST PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

OF THE SECOND PART,

- and -

THE NORTHERN FLOOD COMMITTEE, INC.,

OF THE THIRD PART,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE MINISTER OF INDIAN
AFFAIRS AND NORTHERN DEVELOPMENT,

OF THE FOURTH PART

MEMORANDUM OF UNDERSTANDING

RE PAYMENT OF ACCOUNTS PURSUANT TO ORDERS FOR
INTERIM COSTS AND EXPENSES

WHEREAS on December 9, 1986, the Parties by their counsel agreed upon a Memorandum of Understanding regarding the payment of accounts pursuant to Orders for Interim Costs and Expenses;

AND WHEREAS on November 23, 1989, the Northern Flood Agreement Arbitrator made an Award (the "Award") in the matter of Claim 110 and the payment of interim legal costs which Award was confirmed by the Arbitrator on February 16, 1990;

AND WHEREAS the Award specifically stated that it was intended to extend, not to replace, the Parties' Memorandum of Understanding;

AND WHEREAS the Parties wish to achieve an understanding regarding the payment of accounts pursuant to Orders for Interim Costs and Expenses;

The Parties by their counsel agree that all accounts submitted pursuant to Orders for Interim Costs and Expenses shall be dealt with as follows:

1. Prior to submission to the respondents, the claimants shall acknowledge in writing that they have reviewed the accounts and that they approve the accounts for payment.
2. Each respondent shall pay their respective portion of accounts within sixty days of receipt of said accounts unless a respondent objects to an account, or portion thereof, or requests further information.

3. The respondents have the right to make such reasonable inquiries as they deem necessary in reviewing the account. Information in regard to accounts shall be provided by counsel to the claimants unless the information sought is privileged. A reference may be made to the Arbitrator in the event that counsel to the claimants declines to provide information or fails to provide sufficient information.

4. Subject to paragraphs 5 and 6 hereof, interest will be paid on all accounts approved by the claimants for payment and not paid within sixty days of receipt of said accounts by the respondents. The rate of interest to be charged shall be the same rate as prescribed, from time to time, by the Law Society of Manitoba for overdue accounts for legal services.

- 5(1). Interest will not be paid upon:

- (a) an account where a respondent reasonably objects to the entire account;
- (b) that portion of an account where a respondent has raised a reasonable objection;

5(2). Interest charges upon outstanding balances shall commence 60 days after the resolution of any objection in the event all or a portion of an account remains unpaid.

6. Interest will not be paid on an account where delay in payment is attributable to a failure on the part of counsel for a claimant to respond in a timely fashion to a reasonable request for information.

7. The hourly rates to be paid to counsel for the claimants shall be:

0 - 5 years at the Bar - \$ 75.00 - \$110.00

5 - 10 years at the Bar - \$125.00 - \$150.00

10 - 15 years at the Bar - \$150.00 - \$175.00

Over 15 years - \$175.00

8. Other than during hearings, no counsel for the claimants may charge more than \$1,400.00 per day per lawyer.
9. Transportation time of counsel for the claimants will be paid at a rate of \$50.00 per hour and is not to form part of the maximum charges set out in paragraph 8 hereof. Transportation time shall include reasonable layover time.
10. Counsel may submit accounts every thirty days and will submit accounts every sixty days for all work done within the immediately preceding billing period. Such accounts will include all disbursements necessarily incurred in the handling of the file.
11. Counsel for the claimants shall not be entitled to contingency fees, counsel fees or bonuses of any kind.

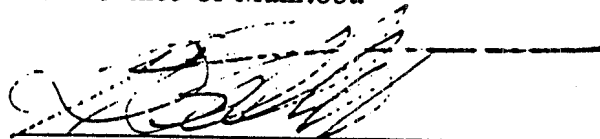
12. This Memorandum of Understanding shall be effective upon the making of an Order of the Arbitrator in the form of Schedule "A" attached hereto.

13. In the event of any dispute with respect to the above a reference may be made to the Arbitrator.

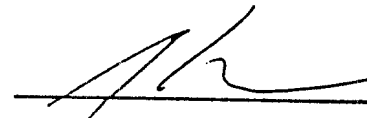
This Memorandum of Understanding agreed to by each of the parties this 20th day of February, 1992.



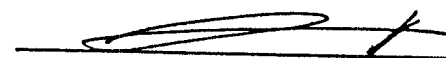
Counsel for Her Majesty the Queen in Right of the Province of Manitoba



Counsel for the Manitoba Hydro-Electric Board




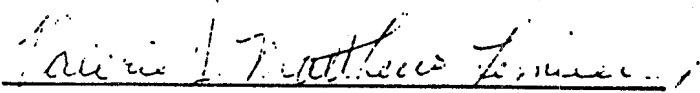
Counsel for the Northern Flood Committee, Inc.

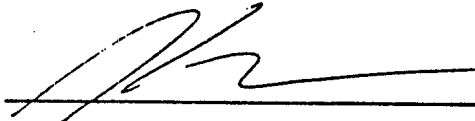


Counsel for Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development

CONSENTED TO, as to form and content:


Counsel for the Norway House Indian Band and
the Cross Lake Indian Band on various claims


Counsel for the Nelson House Indian Band on
various claims


Counsel for the Northern Flood Committee on
various claims