



**MEMORANDUM OF UNDERSTANDING ON ADVANCING RECONCILIATION
("MOU")**

THIS AGREEMENT is made in triplicate this day 22 of February, 2018.

BETWEEN:

MÉTIS NATION - SASKATCHEWAN
as represented by its President
("MNS")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Crown-Indigenous Relations and Northern
Affairs Canada ("Canada")

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS the Métis are one of the Indigenous peoples who lived in the historic Northwest prior to Canada's westward expansion;

AND WHEREAS the Métis in Saskatchewan are also citizens of the Métis Nation;

AND WHEREAS the Métis in Saskatchewan have established the Métis Nation - Saskatchewan (MNS), as the government of the Métis in Saskatchewan, to represent them through democratically elected governance structures at the local, regional and provincial levels throughout the province, and nationally through the Métis National Council;

AND WHEREAS the MNS, as the government of the Métis in Saskatchewan, is mandated to advance Métis rights, self-government and self-determination in Saskatchewan;

AND WHEREAS section 35 of the *Constitution Act, 1982*, states that "the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed" and "the 'aboriginal peoples of Canada' includes the Indian, Inuit and Métis peoples";

AND WHEREAS the Supreme Court of Canada has noted that section 35 of the *Constitution Act, 1982*, calls for a process of reconciliation between the Crown and Aboriginal peoples through which the rights and outstanding claims of Aboriginal peoples are determined, recognized and respected through honourable negotiations with the goal of reaching just and lasting settlements;

AND WHEREAS the MNS, as the government of the Métis in Saskatchewan, is mandated to engage in reconciliation between the Crown and the Métis and to assert and protect Métis rights and outstanding claims;

AND WHEREAS the MNS, as the government of the Métis in Saskatchewan, seeks to participate in the process of reconciliation with Canada;

AND WHEREAS Canada and the Métis Nation, as represented by the Métis National Council and its Governing Members, signed the *Canada-Métis Nation Accord* ("the Accord") in April, 2017. The MNS, as one of the five Governing Members, is a signatory to the Accord;

AND WHEREAS the Accord marks a significant step towards a renewed nation-to-nation, government-to-government relationship based on recognition of rights, respect, co-operation and partnership, and outlines the ways in which Canada and the Métis Nation will work together to set priorities and co-develop distinctions-based policy in areas of shared interest, including, among other things, closing socio-economic gaps. In addition, the Accord establishes a Permanent Bilateral Mechanism to enable annual priority-setting and provide a national leaders' forum for joint policy development, and to measure progress on an on-going basis;

AND WHEREAS Canada is committed to working, on a nation-to-nation, government-to-government basis, with the Métis Nation, through bilateral negotiations with the MNS, in order to advance reconciliation and renew the relationship through cooperation, respect for Métis rights, and moving beyond the status quo;

AND WHEREAS the Parties have agreed that their representatives will engage in a time limited process, known as the Recognition of Indigenous Rights and Self-Determination (RIRSD) process, with a view to identifying a mutually-acceptable path forward in order to advance reconciliation between the Crown and the Métis in Saskatchewan;

AND WHEREAS the MNS wishes to reaffirm its commitment to assist and support the North West Saskatchewan Métis Council (NWSMC) in its pursuit of self-government as per Article 6.1 of the MNS Constitution which provides as follows:

The Métis Nation –Saskatchewan shall assist, support, recommend and facilitate the Regions forming the North West Saskatchewan Métis Council to develop, establish and implement Métis governance for their Métis communities;

AND WHEREAS a land claim on behalf of all Saskatchewan Métis was initiated in Northwest Saskatchewan by the MNS and the Métis National Council and individual Métis residing in Northwest Saskatchewan in 1994, the MNS wishes to include the co-chairs of the NWSMC as representatives at the RIRSD process;

NOW THEREFORE the Parties agree as follows:

1. The Parties will establish and participate in the RIRSD process.
2. The objective of the RIRSD process will be to develop a mutually acceptable framework agreement to serve as the basis for negotiations to advance reconciliation with the Métis in Saskatchewan.
3. The Parties recognize the importance of having the Province of Saskatchewan's participation in the RIRSD process, particularly for discussions regarding land and self-government throughout the province and will, when and where appropriate, encourage the Province of Saskatchewan to contribute to the RIRSD process discussions as an active participant.
4. The Parties intend to develop a mutually acceptable framework agreement to serve as the basis for negotiations to advance reconciliation among the Parties. As part of the RIRSD process, a framework agreement will be recommended to the Minister of Crown-Indigenous Relations and Northern Affairs Canada which identifies measures, and which may be included in any formal negotiation mandate.
5. Unless the Parties otherwise agree, the RIRSD process will have at least one meeting every six weeks from the date this MOU comes into force, and, subject to paragraph 13.
6. Each Party will determine who will represent it at the RIRSD process.
7. The Parties will jointly select a suitable time and place for each meeting.
8. Canada recognizes that the MNS requires reasonable capacity to participate in the RIRSD process contemplated under this MOU. The Parties will work to develop a mutually acceptable work plan and budget to support their participation in the RIRSD process. Any work plan, budget or funding agreement shall be consistent with the policies of the Department of Crown-Indigenous Relations and Northern Affairs Canada.
9. Except for this paragraph 9 and paragraphs 10, 12 and 15, this MOU is not legally binding, is intended only as an expression of good will and political commitment, and does not create,

amend, recognize or deny any legal or constitutional right or obligation on the part of any of the Parties.


10. Whether or not disclosed to any person or persons,
 - a. this MOU (other than paragraphs 9, 10, 12 and 15),
 - b. all discussions of the RIRSD process, and
 - c. all records, information and communications that disclose the content of discussions or the content of a Party's positions or views

will be without prejudice to the legal rights of, and to the positions which may be taken by, any Party in any legal proceeding, negotiation or otherwise. Except for the purpose of enforcing paragraph 9, 10, 12 and 15, the Parties will not seek admission of or voluntarily tender, in a court of law or in any proceeding before a tribunal or board, evidence respecting this MOU or respecting any item mentioned in (b) or (c) of this paragraph 10.

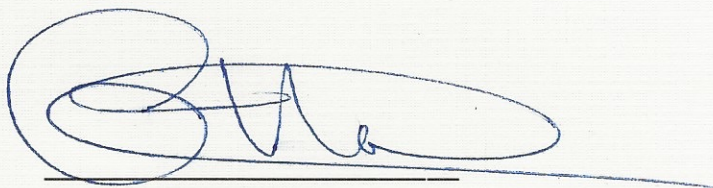
11. The Parties will discuss the possibility of establishing a joint communications approach in relation to this MOU, which may include details on how and when the Parties would jointly inform the public or the media of the fact of this MOU and its contents.
12. Unless the Parties agree otherwise, in advance and in writing,
 - a. all discussions of the RIRSD process will be held in camera and remain confidential,
 - b. a Party will not disclose any records, information or communications that reveal the content of discussions or the content of the other Party's positions or views, and
 - c. during the term of the RIRSD process, a Party will not disclose any records, information or communications of the RIRSD process that reveal the content of either Parties' positions or views.
13. This MOU comes into force when signed and, subject to paragraph 14, will remain in effect until it is replaced by a subsequent agreement between the Parties.
14. Either Party may terminate this MOU on 30 days' written notice to the other Party.
15. Unless the Parties otherwise agree in writing, the provisions of paragraphs 9, 10, 12 and 15 will survive the conclusion of the RIRSD process and any termination of this MOU.

IN WITNESS WHEREOF THIS MOU has been executed by the Parties as of the date first written above.

MÉTIS NATION – SASKATCHEWAN

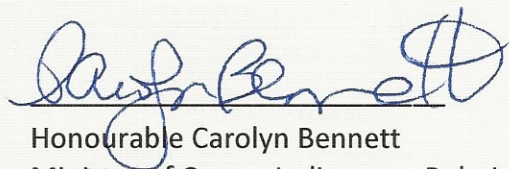


Glen McCallum
MNS President



Gerald Morin
MNS Vice-President

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Honourable Carolyn Bennett
Minister of Crown-Indigenous Relations
and Northern Affairs Canada