

MEMORANDUM OF UNDERSTANDING

RESPECTING Working Together Towards Common Goals Between

Parks Canada

(hereinafter referred to as "Parks Canada")

a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998 c. 31

AND

Métis Nation-Saskatchewan (MN-S)

(hereinafter referred to as "MN-S")

a government that represents Métis citizens in Saskatchewan

hereinafter collectively referred to as the "**Participants**" or individually as a "**Participant**"

WHEREAS the Métis Nation—an Indigenous people—emerged in the historic North-West of what is now Canada with its own collective identity, language, territory, laws, legal orders, self-government, institutions, national symbols, culture, arts, customs, way of life, and relationships to the land and other Indigenous peoples;

AND WHEREAS MN-S is the sovereign Indigenous nation of the Métis Nation within Saskatchewan and is rooted in Métis culture, language, values, and community whose government acts to protect the rights of MN-S citizens;

AND WHEREAS In 2019, Canada signed the Métis Government Recognition and Self-Government Agreement, recognizing that the Métis Nation within Saskatchewan has the inherent right to self-government that is recognized and affirmed by section 35 of the *Constitution Act, 1982*, which right is protected by section 25 of the *Canadian Charter of Rights and Freedoms*; that the MN-S is mandated to represent the Métis Nation within Saskatchewan; and that the MN-S has been mandated by the Métis Nation within Saskatchewan to implement the collectivity's inherent right to self-determination, including the right of self-government;

AND WHEREAS The Métis Nation within Saskatchewan have expressed a long-standing desire to manage the Batoche National Historic Site ("**Batoche**") due to its deep cultural, spiritual and historic significance for the citizens of the Métis Nation, in particular the Métis Nation within Saskatchewan;

AND WHEREAS in 2008 MN-S and Parks Canada signed a Management Agreement with respect to Batoche;

AND WHEREAS in 2019, MN-S and Parks Canada re-affirmed their commitment to exploring the full range of options related to the management of Batoche in a Terms of Reference;

AND WHEREAS in July 2022, in recognition of the cultural, spiritual and historical significance of Batoche to the Métis Nation within Saskatchewan, Parks Canada transferred 690 hectares of Batoche to MN-S;

NOW THEREFORE MN-S and Parks Canada intend to continue to collaborate on the drafting of a Management Agreement with respect to Batoche for the mutual benefit of the Métis Nation within Saskatchewan and for the long-term protection and conservation of Batoche, its natural habitat and the species that occupy, reside on, use or benefit from these lands.

THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES that the Participants express their intentions as follows:

1. Purpose

- 1.1 The purpose of this Memorandum of Understanding (“**MOU**”) is to:
 - 1.1.1 identify areas where the Participants can advance common objectives, achieve common goals, and recognize their cooperation publicly, in particular the co-development of a Management Agreement with respect to Batoche; and
 - 1.1.2 develop and strengthen the Participants’ relationship over time and to work together in an open and transparent manner.

2. Areas of Mutual Interest for Cooperation

- 2.1 The Participants express a desire to cooperate in the following areas of mutual interest that are within and consistent with their respective mandates:
 - 2.1.1 preserving and showcasing Métis history, culture, language and heritage;
 - 2.1.2 supporting cultural resource management and ecological conservation at Batoche;
 - 2.1.3 enhancing the Batoche visitor experience, including with respect to safety and emergency management;
 - 2.1.4 increasing Canadians’ connection with Batoche and Parks Canada sites more broadly; and
 - 2.1.5 any other mutually agreed upon objectives.

3. Activities Associated with Areas of Mutual Interest

- 3.1 The Participants intend to cooperate through active communication and collaborative activities that may include, but are not limited to:
 - 3.1.1 continuing to develop a Management Agreement with respect to Batoche;
 - 3.1.2 sharing functional expertise regarding best practices and lessons learned for the subject areas identified in 2.1;
 - 3.1.3 leveraging marketing opportunities and joint promotional activities to increase visitation and connection with place and culture;
 - 3.1.4 explore procurement and hiring opportunities to support Métis interests;
 - 3.1.5 broadening and encouraging opportunities for collaboration regarding programs and projects of mutual interest; and
 - 3.1.6 increasing awareness of and leveraging respective networks to achieve the above activities.
- 3.2 Any detailed arrangements required for such activities will be jointly defined and agreed upon by the Participants as necessary.
- 3.3 Where required, specific legal agreements will be negotiated jointly between the Participants to carry out activities associated with this MOU, which will address any issues respecting commitment of funds or other resources.

4. Acknowledgement of Cooperation

- 4.1 Each Participant understands and concurs that they will acknowledge each other through appropriate recognition of their cooperation under this MOU in a manner that is proportional to the relative contribution of each Participant.
- 4.2 Any communications, products or marketing material developed, referencing the cooperation under this MOU, must comply with each Participant's policies and guidelines on the use of their official trademarks and symbols, and will be mutually agreed upon by the Participants.
- 4.3 Each Participant understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each others' products or services.

5. Independent Activities

- 5.1 This MOU does not limit the Participants' autonomy within their respective operations, including the liberty of entering into other cooperative or financial arrangements with other partners on other initiatives.

6. Exchange of Information

- 6.1 The Participants will endeavour to exchange information in respect of the cooperation and activities under this MOU, as appropriate, in accordance with the normal protocols of the respective Participants, the Access to Information Act and the Privacy Act.

7. Financial Considerations

- 7.1 Each Participant understands and concurs that there is no financial obligation to either Participant as a result of entering into this MOU.
- 7.2 Each Participant will be responsible for its own financial costs related to the support of this MOU.

8. Terms

- 8.1 This MOU will come into effect upon the date of the last signature and will remain in effect for a period of five (5) years from this effective date and may be renewed for a further term or terms by mutual agreement.
- 8.2 This MOU may be amended in writing at any time with the mutual consent of the Participants.
- 8.3 Either Participant may withdraw from the MOU at any time, upon presentation of ninety (90) days prior written notice.

9. Resolution of Disagreements

- 9.1 Any disagreement regarding the application or interpretation of this MOU will be resolved by consultation between the Participants and will not be referred to a third party for settlement.

10. Language

10.1 It is upon the express wish and concurrence of the Participants that this MOU is written in the English language.

11. Legal Disclaimer

11.1 This MOU is not a contract and does not create any legally binding obligations between the Participants, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good.

11.2 Nothing in this MOU is intended to or is to be interpreted so as to define, create, recognize, deny, affect, or amend any rights, duties or obligations of any of the Parties, in particular any Aboriginal rights of the Métis Nation within Saskatchewan recognized and affirmed under Section 35.

12. Notice/Contact Information

Parks Canada

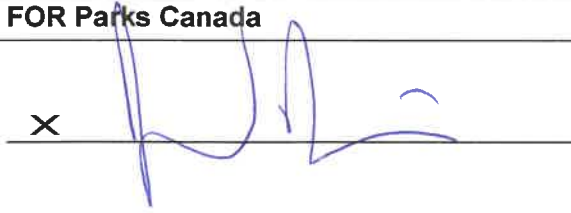

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MN-S

Name: Name Chris Dall
Title: Title Chief Legal Officer East Saskatoon, SK
Address: Address 310 20th Street East Saskatoon, SK
Tel.: Telephone E-mail: E-mail cgall@mns.work

13.1 The Participants have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

13.2 This MOU may be signed in any number of original or counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this MOU transmitted electronically shall have the same authority, effect and enforceability as an original signature.

FOR Parks Canada		FOR MN-S	
			
Name:	Jonah Mitchell	Name:	Richard Quintal
Title:	Executive Director, Prairies and Northwest Territories Region	Title:	CEO, Métis Nation - Saskatchewan
Date:	July 19, 2024	Date:	July 19, 2024
Location:	Batoche, Saskatchewan	Location:	Batoche, Saskatchewan