

**MEMORANDUM OF UNDERSTANDING ON ADVANCING RECONCILIATION**

This Memorandum of Understanding (“MOU”) is executed in triplicate this 3<sup>rd</sup> day of February 2017.

**BETWEEN:**

**MÉTIS NATION OF ONTARIO**  
as represented by its President  
("MNO")

-and-

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

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

**WHEREAS** a Métis people emerged in west central North America with their own language (Michif), culture, traditions, and way of life and these Métis people collectively refer to themselves as, and are referred to by others as, the Métis Nation, which includes Métis communities in Ontario;

**AND WHEREAS**, as acknowledged in the Métis Nation of Ontario Secretariat Act, 2015, S.O. 2015, c. 39, Ontario Métis have established the MNO to represent them through democratically elected governance structures at the local, regional and provincial levels;

**AND WHEREAS** the MNO maintains a centralized registry of citizens who have applied for and have been accepted as citizens of the MNO and who mandate it to advocate for and represent their collectively-held rights and outstanding claims as well as advance and improve their cultural, social, physical, emotional and economic well-being as Ontario Métis;

**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 in *R. v. Powley* (“*Powley*”) recognized that “the inclusion of the Métis in section 35 represents Canada’s commitment to recognize and value the distinctive Métis cultures, which grew up in areas not yet open to colonization, and which the framers of the *Constitution Act, 1982* recognized can only survive if the Métis are protected along with other aboriginal communities”;

**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 honorable negotiations with the goal of reaching just and lasting settlements;

**AND WHEREAS** the MNO, on behalf of its citizens, and, the communities comprised of those citizens, asserts Aboriginal rights and outstanding claims that are protected by section 35 of the *Constitution Act, 1982*, which require reconciliation;

**AND WHEREAS** the MNO also seeks to advance reconciliation through working with Canada to improve the individual and collective well-being of Ontario Métis as well as close the gaps between the Métis and other Canadians;

**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 MNO, to advance reconciliation and renew the relationship through cooperation, respect for Métis rights and ending the status quo;

**AND WHEREAS** the Parties have agreed that their representatives will engage in a time-limited, exploratory discussion table with a view to identifying a mutually-acceptable path forward to advance reconciliation between the Crown and Métis in Ontario;

**NOW THEREFORE** the Parties agree as follows:

1. The Parties will establish and participate in an exploratory discussion table.
2. The objective of the exploratory discussion table will be to develop a mutually-acceptable framework agreement to serve as the basis for negotiations to advance reconciliation with the MNO.
3. The Parties recognize the importance of having the Province of Ontario's participation in a process to advance reconciliation, and will, when and where appropriate, encourage the Province of Ontario to contribute to the exploratory discussion table's discussions as an active participant.
4. If the Parties are able to develop a mutually-acceptable framework agreement through the exploratory discussion table, the Minister of Indigenous and Northern Affairs Canada will then take measures aimed at obtaining a formal negotiation mandate.
5. Unless the Parties otherwise agree, the exploratory discussion table will have at least one meeting every six weeks from the date this MOU comes into force, and, subject to paragraph 13, the exploratory discussion table's discussions will conclude by September 2017.

6. Each Party will determine who will represent it at the exploratory discussion table.
7. The Parties will jointly select a suitable time and place for each meeting.
8. Canada recognizes that the MNO requires reasonable capacity to participate in the exploratory discussion process contemplated under this MOU. The Parties will work to develop a mutually-acceptable workplan and budget to support the MNO's participation in the exploratory discussion table. Any workplan, budget and funding agreement shall be consistent with the policies of the Department of Indigenous and Northern Affairs.
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 either Party.
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 exploratory discussion table, 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 exploratory discussion table 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 exploratory discussion table's discussions, a Party will not disclose any records, information or communications of the exploratory discussion table that reveal the content of either Party's positions or views.

13. This MOU comes into force when signed and, subject to paragraph 15, 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 exploratory discussion table's discussions 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 OF ONTARIO**

Per:

\_\_\_\_\_  
Margaret Froh  
President  
Métis Nation of Ontario

\_\_\_\_\_  
Witness

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

Per:

\_\_\_\_\_  
The Honourable Carolyn Bennett  
Minister of Indigenous and  
Northern Affairs Canada

\_\_\_\_\_  
Witness