



## FRAMEWORK AGREEMENT ON MÉTIS HARVESTING

THIS AGREEMENT is made in duplicate this 30<sup>th</sup> day of April 2018.

### BETWEEN

**HER MAJESTY THE QUEEN** in right of the Province of Ontario, as represented by the Minister of Natural Resources and Forestry (herein referred to as “the MNRF”)

### AND

**THE MÉTIS NATION OF ONTARIO** whose legal and administrative arm is the Métis Nation of Ontario Secretariat Inc. (herein referred to as “the MNO”)

(herein referred to collectively as “the Parties” and individually as a “Party”)

**WHEREAS** Métis communities emerged in various areas surrounding the Upper Great Lakes as well as along the waterways and fur trade routes of what is now known as Ontario prior to the Crown effecting legal and political control in those regions;

**AND WHEREAS** these historic Métis communities developed their own shared customs, traditions, and collective identities that are rooted in kinship, their special Aboriginal relationship to the land and a distinctive culture and way of life that persist today;

**AND WHEREAS** the MNO was created to represent and advocate on behalf of a distinct group of Métis in Ontario based on the democratic mandate it receives from its registered citizens (“Citizens”), and the communities comprised of those Citizens, with respect to protecting and advancing collectively-held Métis rights within Ontario;

**AND WHEREAS** section 35 of the *Constitution Act, 1982* provides for the recognition and protection of the “aboriginal and treaty rights” of the “aboriginal peoples of Canada” and Aboriginal peoples of Canada includes the Métis peoples of Canada;

**AND WHEREAS** there is no hierarchy of rights in respect of the constitutional recognition or protection of the “aboriginal and treaty rights” within section 35 of the *Constitution Act, 1982*;

**AND WHEREAS** on September 19<sup>th</sup>, 2003, the Supreme Court of Canada, in *R. v. Powley* (“*Powley*”), held 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 concluded in *Powley* that “the Métis community in and around Sault Ste. Marie have an aboriginal right to hunt for food under s. 35(1)” as a continuation of a historic Métis community and recognized that other Métis communities may possess similar rights based on established criteria, including the community’s emergence prior to effective control, the community’s customs, practices and traditions as well as the continuation of the community into the present day;

**AND WHEREAS** the Supreme Court of Canada in *Powley* also established criteria for the identification of individuals who may exercise a modern day Métis community’s collectively-held harvesting right that includes: (1) self-identifying as Métis, (2) having an ancestral connection to the historic Métis community, and, (3) acceptance by the modern day Métis community that is a continuation of the historic community;

**AND WHEREAS** the MNO has adopted a policy (“the MNO Harvesting Policy”) to regulate the harvesting activities of its Citizens within Ontario, and issues Harvesters Cards under this policy to its Citizens who have satisfied the MNO Registrar that the documentation in their respective files supports their claim to being able to exercise a collectively-held Métis right to harvest in Ontario;

**AND WHEREAS** on July 7<sup>th</sup>, 2004, the Parties agreed to points of agreement (“the July 2004 Points of Agreement”) that, on an interim basis, recognized a limited number of Harvesters Cards until an independent and statistically representative third party evaluation of the MNO Harvesters Card system was performed based on the criteria set out by the Supreme Court of Canada in *Powley* and mutually agreeable terms of reference agreed to by the Parties (“the Independent Review”);

**AND WHEREAS** on August 22<sup>nd</sup>, 2017, based on the Supreme Court of Canada’s decision in *Powley* and the results of a collaborative process established between the Parties, the following seven historic Métis communities in Ontario—as further described in Schedule A to this Framework Agreement—have been identified (“the Historic Métis Communities”):

- The Rainy River / Lake of the Woods Historic Métis Community
- The Northern Lake Superior Historic Métis Community
- The Abitibi Inland Historic Métis Community
- The Sault Ste. Marie Historic Métis Community
- The Mattawa / Ottawa River Historic Métis Community
- The Killarney Historic Métis Community
- The Georgian Bay Historic Métis Community

**AND WHEREAS** on December 18<sup>th</sup>, 2017, the independent third party that was selected through a competitive process provided its final report on the Independent Review to the Parties and this report confirmed that the MNO has a reliable system for identifying its Citizens who may exercise Métis Harvesting Rights;

**AND WHEREAS** the Parties agree that additional and outstanding work remains, including ongoing work to verify that the modern day Métis communities represented by the MNO are the continuations of the identified Historic Métis Communities in Ontario, the types of Métis Harvesting Rights that exist in Ontario as well as the geographies associated with those Métis Harvesting Rights;

**AND WHEREAS** this Framework Agreement is meant to build on the work that has been accomplished to date and further advance reconciliation through: (1) recognizing Métis Harvesting Rights in Ontario based on the mutually agreeable criteria and processes set out in this Framework Agreement, and, (2) facilitating the additional and outstanding work and negotiations described in this Framework Agreement with a view to reaching a long-term and substantive agreement on Métis harvesting between the Parties;

**AND WHEREAS** the Parties remain committed to achieving the mutual goals of conservation and safety in harvesting and resource management in Ontario;

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

## **DEFINITIONS**

For the purposes of this Framework Agreement, the following definitions apply:

**“Citizen”** means an individual who is registered as a member of the MNO based on the requirements established by the MNO.

**“Harvesters Card”** or **“Harvesters Certificate”** mean the same thing and refer to the identification issued by the MNO to its Citizens based on the requirements set out in its MNO Harvesting Policy, which are consistent with the criteria set out in *Powley* and this Framework Agreement.

**“Harvesters Card Holder”** means a Citizen who holds a valid Harvesters Card.

**“Independent Review”** means the third party review of the MNO Harvesters Card system completed on December 18<sup>th</sup>, 2017 based on mutually agreeable terms of reference and in fulfillment of the July 2004 Points of Agreement that confirmed that the MNO has a reliable system for identifying its Citizens who may exercise Métis Harvesting Rights.

**“Interim Enforcement Policy”** or **“IEP”** means the guidance the MNRF considers when reviewing violations involving Aboriginal persons.

**“Métis Harvesting Rights”** or **“Métis Harvesting”** means hunting, trapping, fishing and gathering of natural resources for food, social or ceremonial purposes. Métis Harvesting Rights and Métis Harvesting, for the purposes of this Framework Agreement, is limited to the definition set out above and does not include harvesting for commercial purposes. For greater certainty, the MNO asserts collectively-held Métis commercial harvesting rights as well as other Métis rights.

**“Métis Harvesting Areas”** means the areas set out in the interim assertion map that is attached as Schedule “C” to this Framework Agreement. This map was created and provided by the MNO and illustrates the MNO’s asserted harvesting areas.

**“MNO Captain of the Hunt”** means a Citizen who has been duly appointed pursuant to the MNO Harvesting Policy and who is responsible to play a liaison and coordinating role within a given region as a part of the overall management of the Métis harvest as set out in the MNO Harvesting Policy as amended from time to time.

**“MNO Harvesting Policy”** means the policy adopted by the MNO to regulate the harvesting activities of its Citizens in Ontario and provides for the issuance of Harvesters Cards to eligible Citizens.

**“Historic Métis Communities”** means the community recognized by the Supreme Court of Canada in *Powley* as well as the six other historic Métis communities jointly identified by the MNO and Ontario and publicly announced on August 22<sup>nd</sup>, 2017, as described in Schedule “A” to this Framework Agreement. The map in Schedule “B” to this Framework Agreement documents some of the historic information that informed the identification of these communities.

**“Verified Métis Family Line”** means the eighty-eight (88) Métis family line packages that were verified through the Independent Review as being a part of the Historic Métis Communities in Ontario as well as any additional Métis Family Line packages prepared by the MNO that are verified through the mechanism contemplated in section 7 of this Framework Agreement.

## **RECOGNITION OF MÉTIS HARVESTING RIGHTS IN ONTARIO**

1. Ontario recognizes that collectively-held Métis Harvesting Rights, within the meaning of section 35 of the *Constitution Act, 1982*, exist in areas within the province.
2. The Parties agree that further collaborative work and negotiations, as urged by the Supreme Court of Canada in *Powley* and contemplated in section 16 of this Framework Agreement, are required to more clearly define Métis Harvesting Rights, including addressing the types of rights, the geography associated with those rights, and, activities that are necessarily incidental to those rights, in order to reach a long-term and substantive agreement on Métis harvesting.

3. On an interim basis and subject to the MNO upholding the terms of this Framework Agreement as well as participating in the collaborative work and negotiations contemplated under it, the MNRF will apply its IEP to valid Harvesters Card Holders who are undertaking Métis Harvesting within the Métis Harvesting Area identified on their Harvesters Card, pursuant to the safety and conservation values set out in the IEP and the MNO Harvesting Policy. The MNRF's application of the IEP shall be consistent with how the MNRF applies the IEP to First Nation harvesters within Ontario, while recognizing the unique governance and reporting systems set out in the MNO Harvesting Policy.
4. For greater certainty, the application of the IEP to Harvesters Card Holders is based on the MNO's current assertions in relation to Métis Harvesting Rights in Ontario as generally represented on the map attached as Schedule "C", the cooperative and ongoing work of the Parties, including the map attached as Schedule "B" as well as the Parties' ongoing commitment to advancing reconciliation through the work set out in this Framework Agreement. The Parties acknowledge that both of the above-mentioned maps will be modified in the future based on the work and negotiations contemplated under section 16 of this Framework Agreement.
5. Consistent with the MNO Harvesting Policy, this Framework Agreement applies to Citizens who have been issued a Harvesters Card based on the following criteria being met:
  - a. self-identification as Métis and as a member of a modern day Métis community represented by the MNO; and
  - b. providing documentation demonstrating they have a genealogical connection to a Métis Root Ancestor identified within a Verified Métis Family Line that was a part of one of the Historic Métis Communities as described in Schedule "A" to this Framework Agreement; and
  - c. being accepted by the contemporary Métis community represented by the MNO through meeting the requirements set out in the MNO Harvesting Policy.
6. Each Harvesters Card shall have one Métis Harvesting Area designated on it. The Métis Harvesting Area identified on an individual's Harvesters Card shall be that area to which the Harvesters Card Holder ancestrally connects, and which aligns with a Historic Métis Community as set out in Schedule "A" to this Framework Agreement.
7. Within six (6) months of this Framework Agreement coming into force, the Parties will develop a mutually agreeable mechanism to provide for the verification of additional Métis Family Lines under this Framework Agreement based on the same criteria used for the Independent Review.

## CONSERVATION AND SUSTAINABLE RESOURCE MANAGEMENT

8. The Parties will prioritize and promote conservation and sustainable resource management to support healthy and sustainable fish and wildlife populations in the province, including pursuing focused management efforts where conservation concerns exist.
9. The MNO will provide bi-annual updates to the MNRF on the number of valid Harvesters Cards issued for each Métis Harvesting Area.
10. The information contemplated in section 9 of this Framework Agreement will be provided to the MNRF on a confidential basis. The MNO acknowledges that the number of Harvesters Cards for a given Métis Harvesting Area(s) may be used by the MNRF for natural resource management purposes. For greater certainty, the current or previous number of Harvesters Cards, in total or for a Métis Harvesting Area(s), shall not be publicly disclosed by the MNRF without the written consent of the MNO.
11. The Parties will share data and knowledge in advance of the harvesting seasons, in order to assist in timely and effective natural resource management and planning. This information-sharing will be guided by the MNO-MNRF Data Collection and Sharing Protocol, agreed to and attached as Schedule "D" to this Framework Agreement.
12. A key purpose of this joint information-sharing is to enable the Parties to identify and communicate regarding areas of the province where conservation and sustainability concerns exist based on population estimates and/or harvesting pressures.
13. The MNO will advise Harvesters Card Holders when MNO or MNRF fish and wildlife data and/or knowledge indicates that conservation concerns exist in order to enable responsible and sustainable harvesting by Harvesters Card Holders, and this may include working together to develop sustainable harvesting plans for those areas.
14. The Parties agree that the Métis Harvesting Rights contemplated herein shall be exercised, and priority allocation and potential restrictions shall be determined, in a manner consistent with section 35 of the *Constitution Act, 1982* and decisions of the courts.
15. Where Métis Harvesting Rights co-exist with other Aboriginal and treaty rights in Ontario and/or there are documented pressures on the natural resources in those areas, the Parties acknowledge that specific cooperative management regimes may be required to be developed. These cooperative management regimes may take into account existing regimes as well as section 14 of this Framework Agreement.

## A LONG-TERM AND SUBSTANTIVE AGREEMENT ON MÉTIS HARVESTING

16. In order to further the common goals of reconciliation, including the recognition of Métis Harvesting Rights in Ontario, the protection, conservation and sustainability of natural resources in Ontario, and, arriving at a long-term and substantive agreement on Métis harvesting, the Parties agree to work collaboratively to attempt to address and participate in negotiations related to:

- a. Determining the geographic scope of Métis Harvesting Rights in Ontario, including the development of a mutually agreeable map within three (3) years that is premised on such things as historic evidence, Métis traditional land use and knowledge, the cooperative Historic Métis Community work of the MNO and Ontario, amongst other relevant documentation. The map will also take into account the trilateral Crown consultation related work being undertaken pursuant to section 3.6.2 of the *MNO-Canada-Ontario Framework Agreement for Advancing Reconciliation*.
- b. Identifying the types of natural resources, activities and uses that are included in Métis Harvesting Rights, including activities that are necessarily incidental to the exercise of Métis Harvesting Rights, for the purposes of furthering this Framework Agreement or any future agreement.
- c. Developing a field protocol that includes both the MNO Captains of the Hunt and MNRF enforcement officers and potentially other collaborative enforcement processes, including the development of cooperative processes to review infractions and consider appropriate sanctions.
- d. Addressing issues related to mobility with respect to the exercise of Métis Harvesting Rights.
- e. Arriving at mutually agreeable processes or arrangements for potential limitations being placed on Métis Harvesting Rights (where conservation, public health and safety and/or sustainability concerns exist), consistent with decisions of the courts.
- f. Arriving at mutually agreeable and cooperative arrangements that support a sustainable harvest where multiple resources users have co-existing Aboriginal or treaty rights that have been recognized or asserted in the same area.
- g. Considering other subject matters agreed to by the Parties.

17. While the desired goal of the Parties is to reach a long-term and substantive agreement on Métis harvesting that deals with some or all of the issues identified

above, nothing precludes the Parties from entering into additional interim arrangements or agreements on these issues as common understandings are reached or achieved.

18. Nothing in this Framework Agreement shall be construed as limiting a modern day Métis community or communities represented by the MNO from potentially engaging in bilateral discussions or negotiations with the MNRF on Métis Harvesting Rights issues specific to a community or communities.

## **FUNDING**

19. An annual contribution towards the implementation of this Framework Agreement will be provided by the MNRF subject to an agreed upon work plan jointly developed by the MNO and the MNRF.
20. All funding arrangements contemplated under this Framework Agreement are subject to appropriations by the Ontario Legislative Assembly, provincial policies and funding criteria, including transfer payment directives and guidelines where applicable.
21. Efforts will be made for multi-year workplans and contribution agreements to be achieved.
22. Nothing in this Framework Agreement shall be construed so as to limit or restrict access by the MNO to other sources of potential MNRF support and funding consistent with applicable policies and program and services criteria.

## **COMMENCEMENT, TERM AND TERMINATION**

23. The term of this Framework Agreement shall commence upon its execution by the Parties and shall continue until it is replaced with a long-term and substantive agreement on Métis harvesting unless it is terminated earlier pursuant to paragraph 25.
24. This Framework Agreement may be amended from time to time by the mutual written consent of the Parties.
25. Either Party may terminate this Framework Agreement by providing 90 days written notice to the other Party.

## **GENERAL**

26. While this Framework Agreement relies on the identification of the Historic Métis Communities set out in Schedule "A" to this Framework Agreement, the MNO and Ontario have agreed to consider additional historical research that may become available respecting the potential identification of other historic Métis



communities or of new information that may change or expand these described Historic Métis Communities.

27. While this Framework Agreement relies on the Métis Harvesting Areas set out in the map at Schedule "C" to this Framework Agreement, the Parties acknowledge that this map does not conclusively define Métis harvesting areas or territories within Ontario. As contemplated by section 16(a) of this Framework Agreement, a further mutually agreeable map may be developed for this Framework Agreement or for a long-term and substantive agreement on Métis harvesting based on the additional work and negotiations contemplated under this Framework Agreement.
28. Nothing in this Framework Agreement shall be interpreted to alter the terms or conditions of existing commercial licenses or other authorizations issued by the MNRF that are held by Citizens. The MNO acknowledges that resource management decisions may be made having regard to information provided by the MNO that may have general (*i.e.*, not specific to Citizens) implications for commercial licenses or authorizations issued by the MNRF.
29. For greater certainty, nothing in this Framework Agreement is to be construed as abrogating or derogating from the protection provided for the rights of the Métis by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.
30. Nothing in this Framework Agreement will preclude Ontario from taking measures to address a conservation concern, a public health concern, a public safety concern, or other emergency that requires immediate action.
31. Subject to sections 32, 33 and 34, all collaborative work and negotiations conducted under this Framework Agreement as well as all related documents are confidential, subject to settlement privilege and without prejudice to legal positions the Parties may have or may take in any legal proceeding, except where the Parties agree otherwise.
32. This Framework Agreement is not confidential and may be made public. It is not subject to settlement privilege and may be tendered as evidence in a court of law or other legal proceeding.
33. The information set out in section 9 and the information collected under section 11 may be tendered as evidence by Ontario in a court of law or other legal proceeding including a prosecution if it is determined by Ontario to be relevant and necessary to a MNRF resource management decision that is subject to a challenge based on the duty to consult, the honour of the Crown or any other applicable Crown duties or obligations. Prior to disclosing or tendering any of this information as evidence, the MNRF will make reasonable efforts to provide written notice to the MNO and the MNO may provide written submissions to the

MNRF with respect to the proposed disclosure. Where Ontario has discretion on whether to disclose this information, it shall take into account the objectives and commitments in this Framework Agreement as well as maintaining the MNO-Ontario relationship with respect to sharing this information in the future.

34. The Parties acknowledge that this Framework Agreement and the work contemplated within it may be used for the purposes of Crown consultation and, where required, accommodation. However, this Framework Agreement on its own is not intended to constitute Crown consultation that may be owed by Ontario or the MNRF to Métis communities represented by the MNO in relation to project-specific developments.
35. The MNO acknowledges that the MNRF is subject to the Ontario *Freedom of Information and Protection of Privacy Act* ("FIPPA"), and, that for the purposes of this Framework Agreement and the engagement and negotiations conducted under it, the MNO is an "Aboriginal organization" under section 15.1(2)(b) of FIPPA. In the event that there is a request made pursuant to FIPPA for any record, as defined in FIPPA, provided to the MNRF by the MNO in accordance with this Framework Agreement including the MNO-MNRF Data Collection and Sharing Protocol attached as Schedule "D", the MNRF will follow the procedures set out in FIPPA, including notifying the MNO of the request and affording the MNO the opportunity to make representations as an Aboriginal organization under FIPPA as to whether or not the information or record is exempt from disclosure.
36. This Framework Agreement is legally enforceable and justiciable.

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**IN WITNESS WHEREOF** this Framework Agreement has been executed as of the date written above.

**MÉTIS NATION OF ONTARIO**



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Margaret Froh  
President  
Chief Captain of the Hunt  
Métis Nation of Ontario

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



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The Honourable Nathalie Des Rosiers  
Minister of Natural Resources and Forestry  
Government of Ontario

## Schedule A

### The Historic Métis Communities and their related Métis Harvesting Area(s)<sup>1</sup>

1. **Rainy River / Lake of the Woods Historic Métis Community:** The inter-connected historic Métis populations in and around: Lac La Pluie (Fort Frances), Rat Portage (Kenora), Eagle Lake (Dryden/Wabigoon) and Hungry Hall (Rainy River). The Lake of the Woods area includes Rat Portage, White Fish Lake, Northwest Angle, Wabigoon and Long Sault.

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Lake of the Wood/Lac Seul, Rainy Lake/Rainy River or the Treaty #3 Halfbreed Adhesion<sup>2</sup> (if the Verified Métis Family Line was present in the Rainy Lake/Rainy River area prior to 1875).

2. **Northern Lake Superior Historic Métis Community:** The inter-connected historic Métis populations north of Lake Superior, including the Métis people who worked for period of time or settled at: Michipicoten, Pic River, Fort William, Nipigon House and Long Lake.

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Lakehead, Nipigon or Michipicoten.

3. **Abitibi Inland Historic Métis Community:** The inter-connected historic Métis populations at the inland posts between New Post and Timiskaming, including: Frederick House, Abitibi House, Kenogamissi, Flying Post, Mattagami and Matachewan as well as the historic Métis population at the Moose Factory Post and environs, several families of which were inter-related to members of the historic Abitibi Inland Community and migrated south to become a part of this community.

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: James Bay or Abitibi/Temisamingue.

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<sup>1</sup> The correlation of MNO Harvesting Areas and Historic Métis Communities in this Appendix is not an admission by either Party about the geographic areas (*i.e.*, traditional territory, harvesting area, *etc.*) or scope of the Historic Métis Communities and does not limit the rights of either Party in any way.

<sup>2</sup> The Parties have not collaboratively assessed MNO's assertions in relation to the 1875 Adhesion of the "Halfbreeds of Rainy River and Lake" to Treaty 3. The description of the Rainy River / Lake of the Woods Historic Community and the inclusion of an MNO Harvesting Area identified as Treaty #3 Halfbreed Adhesion is not an admission by Ontario and is without prejudice to any position either Party may take in the future on this issue.

4. **Sault Ste. Marie Historic Métis Community:** The historic Métis population at Sault Ste. Marie and environs, which the courts recognized extended as far as “Batchewana, Goulais Bay, Garden River, Bruce Mines, Desbarates, Bar River, St. Joseph’s Island, Sugar Island and into Northern Michigan.”

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Historic Sault Ste. Marie or Michipicoten.

5. **Mattawa / Ottawa River Historic Métis Community:** The historic Métis population centred at Mattawa and spanning the Ottawa River from Lac des Allumettes (Pembroke) to Timiskaming and environs.

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Mattawa/Lake Nipissing.

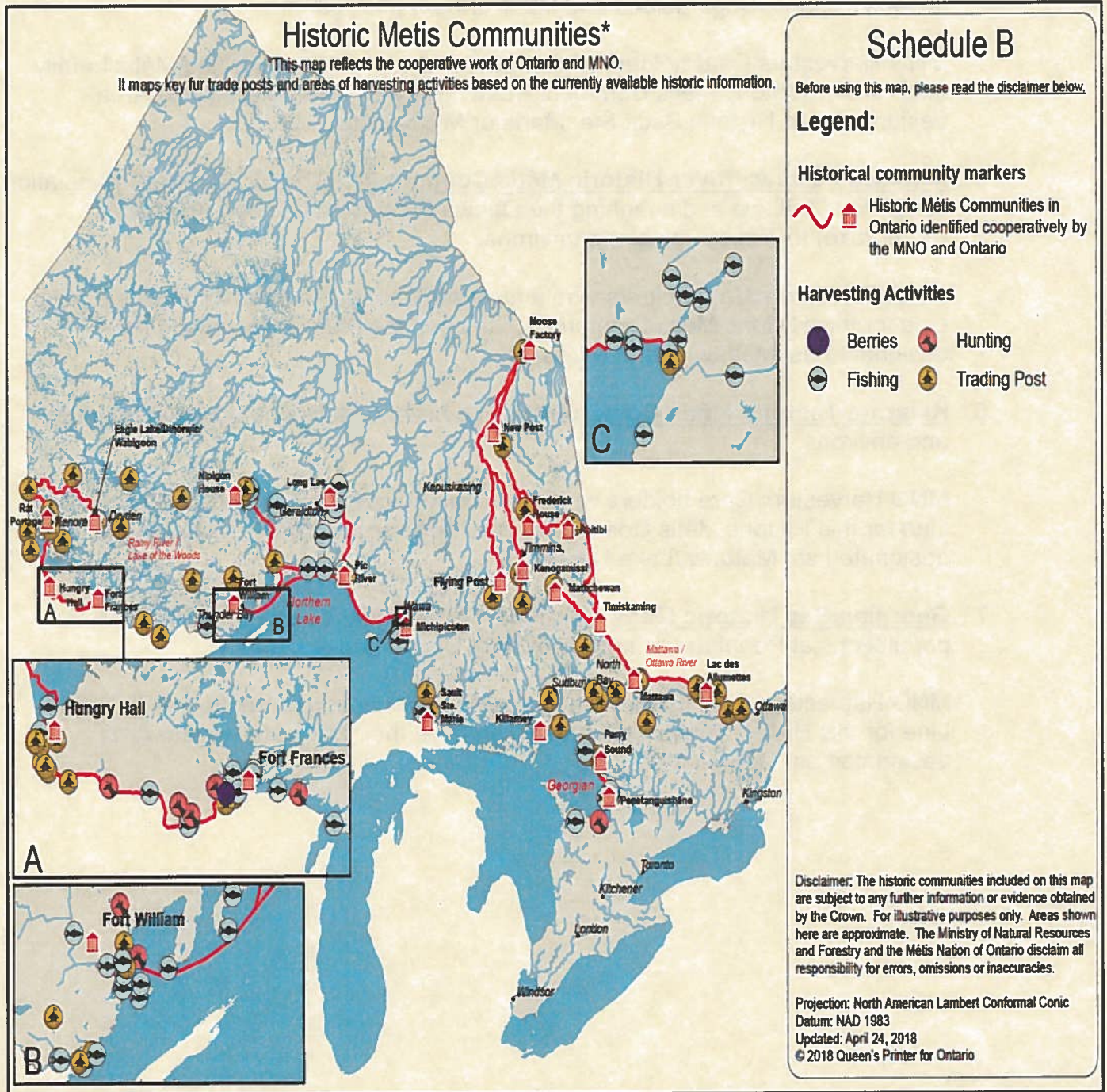
6. **Killarney Historic Métis Community:** The historic Métis population at Killarney and environs.

MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Mattawa/Lake Nipissing.

7. **Georgian Bay Historic Métis Community:** The inter-connected historic Métis populations at Penetanguishene and Parry Sound and environs.

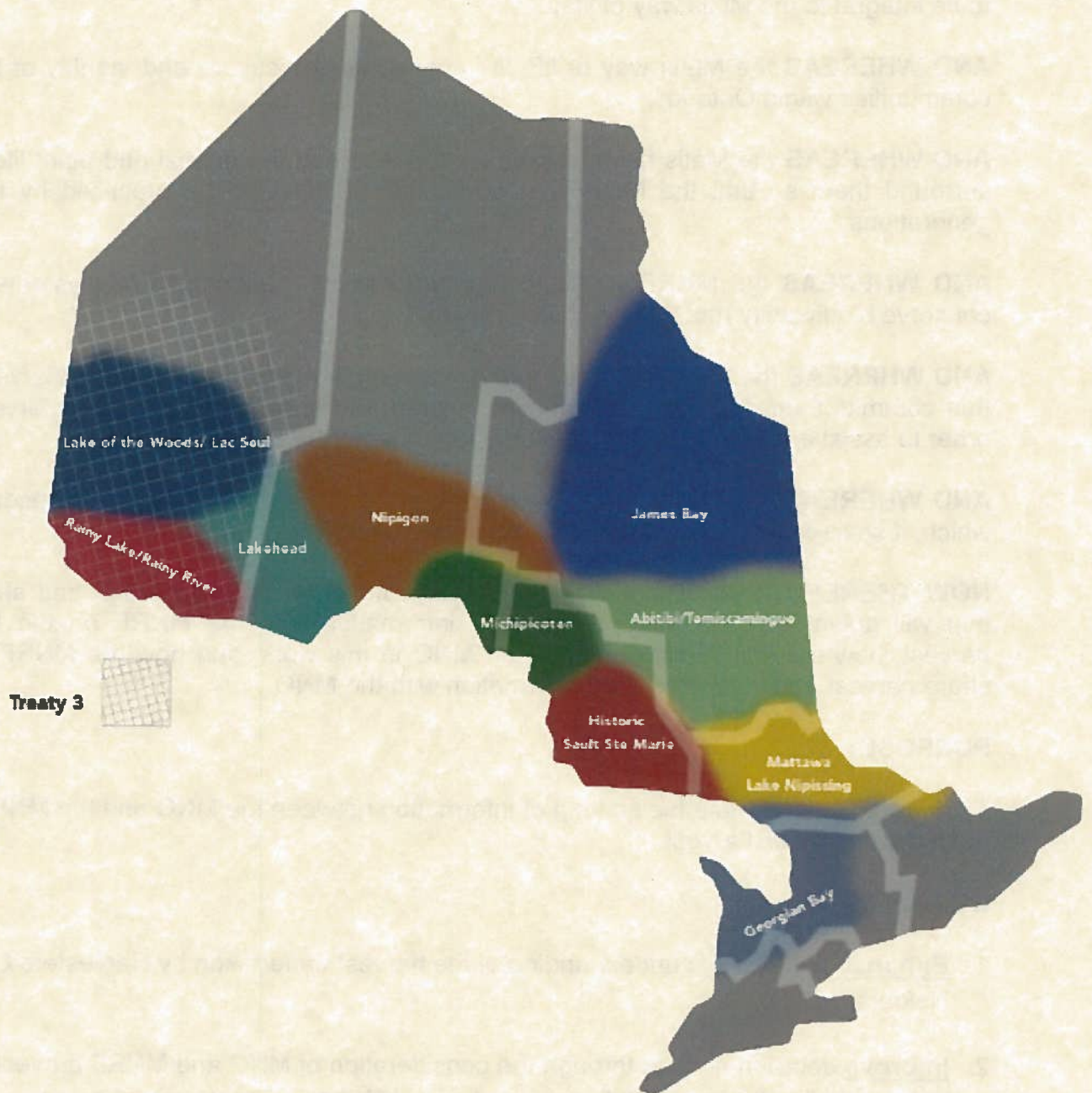
MNO Harvesters Card holders who ancestrally connect to a Verified Métis Family Line for this Historic Métis Community can have their Métis Harvesting Area designated as: Georgian Bay.

## Schedule B Some Geographic Aspects of the Historic Métis Communities



## Schedule C

### Métis Nation of Ontario's Métis Harvesting Areas



## Schedule D

### Data Collection and Sharing Protocol

**WHEREAS** the harvesting of renewable resources has traditionally been and continues to be integral to the Métis way of life;

**AND WHEREAS** the Métis way of life is integral into the culture and identity of Métis communities within Ontario;

**AND WHEREAS** the Métis have respect for the land and the animal and plant life that surround them so that the Métis way of life can continue to be practiced by future generations;

**AND WHEREAS** the MNRF works to promote healthy, sustainable ecosystems and conserve biodiversity (the variety of life on earth);

**AND WHEREAS** the Parties entered into a Framework Agreement on Métis Harvesting that commits them to sharing information related and relevant to the Métis harvest in order to assist in effective natural resource management and planning;

**AND WHEREAS** the Parties each have knowledge of the land and natural resources which, if shared, can lead to improved resource management decisions;

**NOW THEREFORE** the Parties agree to this protocol for data collection and sharing that will guide how the MNO may share information with the MNRF on the Métis harvest, how the MNRF may support the MNO in this work, and how the MNRF may share harvest and harvest-related information with the MNO.

#### **PURPOSE:**

To promote and facilitate the sharing of information between the MNO and the MNRF related to the Métis harvest.

#### **OBJECTIVES:**

1. **Enhance** the MNRF's understanding of the harvest undertaken by Harvesters Card Holders;
2. **Improve** decision-making through the consideration of MNO and MNRF harvesting data, including the respectful consideration of Métis traditional practices and knowledge;
3. **Strengthen** relationships between the MNRF and the MNO through increased communication and knowledge-sharing; and



4. **Support** the development of a long-term and substantive agreement on Métis harvesting between the MNO and the MNRF.

#### **GUIDING PRINCIPLES:**

The following principles will guide the MNO and the MNRF in collecting and sharing information:

1. **Sustainable Natural Resource Management, Safety and Conservation:** Both the MNO and the MNRF share the mutual goals of conservation and safety in harvesting and sustainable resource management.
2. **Knowledge Sharing:** In addition to using standard harvest reporting methodologies, the MNO has developed its own unique approach to documenting Métis traditional knowledge. The MNRF values the contributions that Métis traditional knowledge can make to sustainable natural resource management planning. Sharing of differing knowledge systems supports the development of common understandings and innovative approaches.
3. **Respect and Relationship Building:** The MNO and the MNRF are committed to maintaining and enhancing a mutually respectful relationship.
4. **Transparency:** An open and transparent process will provide the MNO and the MNRF with a clear understanding of the approaches that may be used when collecting, storing and sharing information.

#### **IMPLEMENTATION:**

##### **Terms of Reference for the Collection and Sharing of Harvest Data:**

As required and with the aim of incorporating into a long-term and substantive agreement on Métis harvesting, the MNO and the MNRF will develop terms of reference for the collection and sharing of specific types of harvest data from Harvesters Card Holders that will include, but not be limited to:

- Species
- Geography
- Seasons

##### **Methodology:**

1. The MNO harvest data may be gathered by mail, on-line, telephone, and/or through workshops/knowledge forums, and/or a combination of any of these methods, or other methods as jointly deemed appropriate by the MNO and the MNRF.

2. The MNO harvest data to be shared with the MNRF will be collected on an anonymous and a voluntary basis, unless otherwise agreed to by the Parties.
3. The MNRF will provide information to the MNO to inform the MNO harvest (e.g., maps of wildlife management units with available population estimates and trends as well as regular updates on fish and wildlife management programs) and the Parties will aim to harmonize their data collection methodologies to the extent possible, so that the information gathered may be useful to both Parties, as well as facilitate cooperation and coordination.
4. The MNRF will provide information to support the MNO harvest in advance of MNO harvest seasons. The MNO will attempt to provide their harvesting data to the MNRF within timeframes that align with the MNRF's resource management requirements (e.g., no later than mid-February for moose to align with the MNRF's moose management program, etc.). Where such time-sensitive requirements exist, the MNRF will provide reasonable notification to the MNO of these requirements.

**Process:**

The MNO-MNRF Policy Dialogue Table (the "PDT") will initiate and oversee the work on data collection and sharing. The PDT is a bilateral process that enables the MNO and the MNRF to identify priority issues and build collaborative approaches to address them. The PDT also may convene task teams consisting of Table participants and others (e.g., appropriate MNO knowledge holders and MNRF staff) as needed. These teams may be assigned to identify gaps and/or implementation challenges and opportunities, as well as options and recommendations for moving forward. These teams may be required to prepare discussion/options papers or other materials for the review and consideration by the PDT. As well, the PDT may sponsor workshops or knowledge forums to promote more detailed discussions.

**Data Ownership and Confidentiality:**

The MNO maintains that it owns all traditional knowledge and harvest data that might be shared under this Protocol and contemplated Terms of Reference. To the extent that in law there can be ownership of traditional knowledge and the harvest data provided, the MNO provides to the MNRF a non-exclusive licence to use this information consistent with the terms of this Framework Agreement.

The MNRF agrees that the information and data being provided by the MNO for the purpose of collaboration with the MNRF is shared on a confidential basis. The MNO acknowledges that the data provided under this Protocol may be used by the MNRF for natural resource management purposes. For greater certainty, non-aggregated data shall not be publicly disclosed by the MNRF without the written consent of the MNO.