

**AGREEMENT ON ADVANCING RECONCILIATION
WITH THE NORTHWESTERN ONTARIO MÉTIS COMMUNITY**

This Agreement is executed in triplicate this 11th day of December 2017.

BETWEEN:

MÉTIS NATION OF ONTARIO

as represented by the Regional Councilor for Northwestern Ontario
and the Presidents of the Atikokan Métis Council, Kenora Métis Council,
Northwest Métis Council and the Sunset Country Métis Council
("MNO")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Crown-Indigenous Relations and Northern Affairs
("Canada")

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

AND WHEREAS the MNO was created to represent and advocate on behalf of its Citizens, and the Métis communities comprised of those Citizens, with respect to advancing and dealing with their collectively-held rights, interests and outstanding claims in Ontario as well as to improve the social, cultural, spiritual and economic well-being of Ontario Métis;

AND WHEREAS Canada is committed to working, on a nation-to-nation, government-to-government basis with the Métis Nation and Métis communities in Ontario, through negotiations with the MNO, with the goal of advancing reconciliation, renewing the Crown-Métis relationship through cooperation, respecting Métis rights and ending the status quo;

AND WHEREAS the MNO, Canada and Ontario have agreed to a Framework Agreement to jointly develop a government-to-government relationship between the Crown and Métis communities in Ontario represented by the MNO that advances reconciliation between the Parties consistent with the purpose of section 35 of the *Constitution Act, 1982*;

AND WHEREAS section 4.1 of the Framework Agreement recognizes "that there may be other discrete reconciliation related processes, discussions or negotiations that the Parties may agree to engage in that are specific to one or several of the Métis Communities represented by the MNO" with a view to finding shared solutions on those specific issues that advance reconciliation;

AND WHEREAS the MNO asserts that, prior to Canada’s expansion into the Northwest, a distinct Métis community developed, as a part of the Métis Nation, within what is now known as Northwestern Ontario and that this Community is represented through the MNO’s democratically elected governance structures at the local, regional and provincial levels today (the “Northwestern Ontario Métis Community”);

AND WHEREAS the MNO further asserts that the Northwestern Ontario Métis Community has outstanding rights, interests and claims based on its unique history and geography in the Northwest that require reconciliation, including, but not limited to, an outstanding collective claim of the Métis descendants of the “Halfbreeds of Rainy River and Lake” whose representatives signed an Adhesion to Treaty No. 3 with federal Crown representatives on September 12th, 1875 (the “Treaty 3 Halfbreed Adhesion”);

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 constitutionally-protected Aboriginal 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 Canada’s appointed Ministerial Special Representative on Métis Section 35 Rights acknowledged the Treaty 3 Halfbreed Adhesion as “one example of an unresolved Métis claim” and recommended that Canada should work with Métis communities and appropriate provinces and territories “to develop a joint process by which to address unresolved Métis Section 35 rights claims and related issues”;

AND WHEREAS in furtherance of the purpose and commitments in the Framework Agreement, the MNO and Canada have agreed to establish a discrete reconciliation-related process, as a Sub-Table to the Framework Agreement’s Negotiation Process, in relation to the Northwestern Ontario Métis Community and the Treaty 3 Halfbreed Adhesion with a view to finding a shared solution that advances reconciliation;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement, all of the Definitions set out in the Framework Agreement apply as well as the following Definitions:

“Agreement” means this agreement signed by the Parties on December 11, 2017.

“Designated Representatives” means the individuals designated by each Party for the purposes of this Agreement.

“Framework Agreement” means the Framework Agreement on Advancing Reconciliation signed by the MNO, Canada and Ontario on December 11, 2017.

“Principals” means the Minister of Crown-Indigenous Relations and Northern Development and the elected leadership of the Northwestern Ontario Métis Community as represented by the MNO.

“Sub-Table” means the negotiation table created under the Negotiation Process’ Main Table to deal with the commitments set out in this Agreement.

1. THE PURPOSE OF THE NEGOTIATIONS

1.1 The Parties agree that the Purpose of the negotiations held pursuant to this Agreement is to further the commitments in the Framework Agreement as well as advance reconciliation between the Parties consistent with the purpose of section 35 of the *Constitution Act, 1982*, including by;

1.1.1 exploring with a view to settling any outstanding claims of the Northwestern Ontario Métis Community, including, but not limited to, any Métis collective claims relating to the Treaty 3 Halfbreed Adhesion.

1.2 The Parties agree that the Purpose set out in section 1.1 will be advanced through engaging in negotiations held pursuant to this Agreement with a view to arriving at mutually agreeable arrangements or agreements consistent with the honour of the Crown and the purpose of section 35 of the *Constitution Act, 1982*.

2. THE NEGOTIATION PROCESS

2.1 The Parties shall establish a Sub-Table to the Negotiation Process’ Main Table created under the Framework Agreement to deal with the commitments made under this Agreement.

2.2 Each Party to this Agreement shall appoint a Designated Representative, along with officials and legal counsel as determined by each Party, to the Sub-Table.

2.3 At the Sub-Table, the Parties commit to engaging in interest-based negotiations that foster an open exchange of ideas, the frank discussion of interests, and the joint analysis of issues. As a general principle, informal discussions are encouraged. Any statements made during the Negotiation Process, whether written or oral, will be without prejudice and will not be attributable to any Party.

2.4 The Designated Representatives will be responsible for the conduct and coordination of all negotiations at the Sub-Table and keeping their respective Principals updated throughout the negotiations. The Designated Representatives will jointly determine and agree to a schedule of negotiation meetings and the locations of those meetings. It is expected that the Designated Representatives will meet, at a minimum, once every 6 to 8 weeks. Unless otherwise agreed to by the Designated Representatives, the negotiating sessions will not be formally chaired.

- 2.5 The Designated Representatives shall, where appropriate and possible, coordinate Sub-Table meetings with Main Table meetings to ensure efficient use of time and financial resources.
- 2.6 Prior to beginning negotiations on any subject matter, the Parties will each make a presentation of their interests in relation to that subject matter. Roles and responsibilities of the Parties will be determined on the basis of the subject matter and the interests presented.
- 2.7 The MNO shall establish mutually agreeable internal processes to ensure the Citizens and elected leadership of the Northwestern Ontario Métis Community are engaged and are informing the negotiations undertaken pursuant to the Agreement. These internal processes shall be solely determined by the MNO and the Northwestern Ontario Métis Community.

3. A RESULTS-ORIENTED NEGOTIATION PROCESS

- 3.1 The Parties are committed to focusing their respective efforts and resources on negotiating arrangements that are timely, results-oriented, and aimed at achieving a shared and balanced solution that addresses the Purpose of this Agreement.
- 3.2 Within the first year of the negotiations held pursuant to the Agreement, the Parties will make best efforts to achieve the following:
- 3.2.1 An agreement establishing terms of reference for research and a collaborative review of evidence related to the outstanding claims of the Northwestern Ontario Métis Community, including those relating to the Treaty 3 Halfbreed Adhesion with the goal of advancing negotiations of a shared solution that promotes reconciliation between the Parties; and
- 3.2.2 The identification of potential Interim Measures or Incremental Agreements that advances reconciliation between the Parties in relation to the issues identified in the Agreement as well as an outline of potential elements for a shared solution to be considered by the Parties to this Agreement.
- 3.3 In order to achieve timely results toward advancing reconciliation and fulfilling the Purpose of this Agreement, the Designated Representatives over the course of the negotiations may seek approvals from the Parties with respect to Interim Measures or Incremental Agreements.
- 3.4 The goal of the negotiations conducted under this Agreement shall be realized through arriving at a mutually agreeable shared solution, which the Parties recognize may be comprised of a series of arrangements or agreements, that effectively achieves the Purpose of this Agreement.

4. INVOLVEMENT AND PARTICIPATION OF ONTARIO

- 4.1 The Parties recognize the importance of having Ontario participate in a process to advance reconciliation with the Northwestern Ontario Métis Community and agree that Ontario will be invited to participate as an observer to the negotiations held pursuant to this Agreement.
- 4.2 The Parties may, on terms agreeable to them, include Ontario as a full participant to the negotiations held pursuant to this Agreement, should Ontario indicate a willingness to do so, whether on a specific subject matter, Interim Measure, or any Incremental Agreement being discussed and negotiated between the Parties. Where the MNO and Canada agree, this Agreement may be amended to include Ontario as a Party on terms agreeable to the Parties.

5. COMMUNITY AND PUBLIC AWARENESS AND CONSULTATION

- 5.1 The Parties agree to develop mutually agreeable communication materials or undertake joint information, engagement or consultation sessions with the public or other relevant stakeholders as required.
- 5.2 The MNO is responsible for engagement and consultation with its constituency, which includes its Citizens who are members of the Northwestern Ontario Métis Community as well as the Métis descendants of the Treaty 3 Halfbreed Adhesion.
- 5.3 Canada will consult other Aboriginal groups whose credibly asserted or established Aboriginal or Treaty rights might be affected by arrangements or agreements negotiated under this Agreement. The MNO will support and participate in any such consultations as needed and to the appropriate degree necessary.

6. FUNDING AND CAPACITY

- 6.1 The Parties recognize that the MNO requires reasonable capacity to participate in the negotiations contemplated under this Agreement. Canada agrees to seek authority to provide funds to the MNO to support its institutional capacity and participation in such negotiations.
- 6.2 In addition to the commitment set out in section 6.1 of this Agreement, and subject to federal eligibility and program requirements, MNO may access federal policies, funding and initiatives, that support the participation of Aboriginal groups in land, resources and self-government negotiations with Canada, which are subject to yearly appropriations of funds by Parliament.

7. GENERAL

- 7.1 This Agreement, and the negotiations held thereunder, will complement and not adversely affect the Negotiations Process established in the Framework Agreement.

Conversely, the Negotiations Process set out in the Framework Agreement will not adversely affect the negotiations held pursuant to this Agreement.

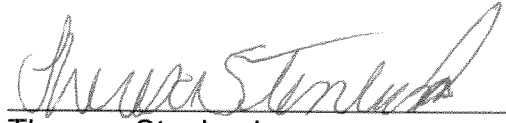
- 7.2 Nothing in this Agreement is intended or is to be interpreted so as to define, create, recognize, deny, affect or amend any rights, duties or obligations of any of the Parties.
- 7.3 Nothing in this Agreement creates any legally enforceable obligations.
- 7.4 All negotiations conducted under this Agreement and 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.
- 7.5 Nothing in this Agreement is intended to constitute Crown consultation or fulfill accommodation obligations that may be owed by Canada or Ontario to the Communities represented by the MNO.
- 7.6 This Agreement may be amended with the written consent of the Parties.

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

MÉTIS NATION OF ONTARIO

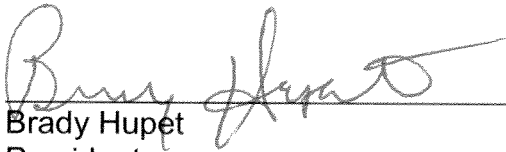
Per:



Theresa Stenlund
MNO Regional Councilor
Northwestern Ontario




Joel Henley
President
MNO Kenora Métis Council



Brady Hupet
President
MNO Sunset Country Métis Council



Marlene Davidson
President
MNO Atikokan Métis Council



Ron Robinson
President
MNO Northwest Métis Council



Witness
Margaret Froh, President, MNO



Witness
Jason Madden, Counsel

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per:



Honourable Carolyn Bennett
Minister
Crown-Indigenous Relations
and Northern Affairs



Witness
Honourable Robert D. Nault, PC, MP