

**MÉTIS GOVERNMENT RECOGNITION AND
SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION AGREEMENT
WITH
[MNO REGION]**

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**MÉTIS GOVERNMENT RECOGNITION AND SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION AGREEMENT WITH THE [MNO REGION]**

BETWEEN:

[MNO REGION]

as represented by the Regional Councilor for [MNO Region]
and the Presidents of the [MNO community councils of the MNO Region] who collectively
represent MNO citizens living in [MNO Region]
("MNO Constituency")

AND

MÉTIS NATION OF ONTARIO

as represented by its President
("MNO")

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

Preamble

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 distinct and 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 persists to the present day;

AND WHEREAS the Supreme Court of Canada recognized in *Powley* that modern day Métis communities may possess Aboriginal rights protected by section 35 of the *Constitution Act, 1982* based on their pre-effective control practices, customs, and traditions that are integral to their distinctive existence and relationships to the land;

AND WHEREAS these distinct modern-day Métis communities hold specific rights, interests, and claims—at the regional level—within their traditional territories;

AND WHEREAS numerous individual Members who ancestrally connect to these distinct regional rights-bearing Métis communities or to the broader Métis Nation reside within areas of Ontario that are not part of the traditional territories of these rights-bearing Métis communities and where the MNO does not assert any rights or claims, and one of these areas is the MNO Constituency;

AND WHEREAS these individual Members residing within the MNO Constituency continue to be entitled to participate in, exercise, and benefit from specific collective rights, interests, and

claims flowing from their ancestral connection to one or more of these distinct regional historic Métis communities and their acceptance by the corresponding modern day community or their ancestral connection to the broader Métis Nation;

AND WHEREAS the for the last 25 years, the MNO has represented its Members who are the descendants of these distinct and historic Métis communities as well as citizens of the broader Métis Nation who live in Ontario, including the Members who live within the MNO Constituency;

AND WHEREAS the MNO's representation of its Members throughout Ontario, as well as of the regional rights-bearing Métis communities they comprise, flows from the authorization that it receives based on their consensual, continuing, and active participation within the MNO;

AND WHEREAS the MNO's vision and objectives for the last 25 years have been grounded on the *MNO Statement of Prime Purpose* which prioritizes the advancement of Métis rights and self-government in Ontario;

AND WHEREAS pursuant to the original intent and vision of the *MNO Statement of Prime Purpose* that focuses on Métis rights and self-government, on December 11, 2017, the MNO, Canada, and Ontario executed a Framework Agreement to jointly develop a new government-to-government relationship, that advances reconciliation between the parties consistent with the purpose of section 35 of the *Constitution Act, 1982* ("Framework Agreement");

AND WHEREAS pursuant to the Framework Agreement, the MNO and Canada have negotiated the Métis Government Recognition and Self-Government Agreement ("MGRSA"), that sets out a mutually agreeable process to ultimately recognize the MNO as a Métis Government consistent with the original intent and vision of the *MNO Statement of Prime Purpose*;

AND WHEREAS the MGRSA provides that the development and ratification of a Métis Government Constitution by Electors, as Métis rights-holders, will be essential to achieving Métis self-government;

AND WHEREAS the Parties seek to ensure that the Citizens who reside within the MNO Constituency are represented by, and have meaningful opportunities to politically and culturally participate within, the future Métis Government;

AND WHEREAS the Parties have arrived at this Agreement in order to re-affirm and clarify the key principles that will guide the implementation of the MGRSA in relation to how the Citizens that reside within the MNO Constituency are represented by, and will participate within, the future Métis Government;

AND WHEREAS through the processes set out in this Agreement, the Parties will clarify how the individual Métis Government Citizens that reside in the MNO Constituency are included in

process, negotiations, or decisions that may impact the collective rights, interests, or claims that these individual Citizens may be entitled to participate in or benefit from;

AND WHEREAS the Parties seek to ensure that the Citizens residing within the MNO Constituency have access to and benefits from programs and services of the future Métis Government;

NOW THEREFORE the Parties agree to the following:

CHAPTER 1: DEFINITIONS AND INTERPRETATION

Definitions

1.01 In this Agreement:

“**Citizen**” means an individual who meets the criteria for citizenship set out in the Constitution, has met the requirements set out in the Métis Government Law dealing with citizenship as contemplated in the MGRSA, and is included on the Register provided for the MGRSA;

“**Constitution**” means the constitution as contemplated in Chapter 6 of the MGRSA;

“**Elector**” means a Member who meets the current requirements for membership or citizenship as set out in the MNO’s constituting documents;

“**Fiscal Financing Agreement**” means a funding agreement to be negotiated and signed between Canada and the MNO as contemplated in Chapter 19 of the MGRSA;

“**Framework Agreement**” means the Framework Agreement on Advancing Reconciliation signed by the MNO, Canada, and the Government of Ontario on December 11, 2017;

“**Governance Structure**” means the governance structure of the Métis Government as set out in the Constitution, which may include structures at the local and regional levels;

“**Member**” means an individual who is currently a registered member or citizen of the MNO who may become registered as a Citizen for the purposes of the MGRSA in accordance with the Constitution and Métis Government Law dealing with citizenship;

“**Métis Government**” means the government contemplated under the MGRSA and established by the Constitution as the successor to the MNO and recognized by the Federal Recognition Legislation contemplated in the MGRSA;

“**Métis Nation of Ontario**” or “**MNO**” means the Métis Nation of Ontario Secretariat Inc., which is a legal entity incorporated under the Ontario *Corporations Act* and which the Métis Communities Represented by the MNO have incorporated to act as their legal and administrative arm;

“**MNO-Canada Métis Government Recognition and Self-Government Agreement**” or “**MGRSA**” means the MNO-Canada Métis Government Recognition and Self-Government Agreement;

“**MNO Constituency**” means the [geographic description, also known as MNO Region X];

Interpretation

- 1.02 In this Agreement, words and phrases with specific meanings have been identified in the text by the capitalization of the word or phrase.
- 1.03 Unless expressly provided for this Agreement, a defined term from the Framework Agreement and the MGRSA shall apply to this Agreement.

CHAPTER 2: PURPOSE OF THIS AGREEMENT

- 2.01 The purpose of this Agreement is to:
 - (a) provide key principles that will guide the implementation of the MGRSA with respect to the individual Members that reside within the MNO Constituency, including in relation to how they will be represented by, and participate within, the future Métis Government; and
 - (b) recognize that the individual Members that reside within the MNO Constituency are rights-holders in other areas of Ontario—that are the traditional territories of regional rights-bearing historic Métis communities—and/or in the broader Métis Nation.
- 2.02 For greater certainty, nothing in this Agreement nor the MGRSA defines, creates, extinguishes, modifies, limits, restricts, or surrenders the inherent rights or jurisdictions of any of the Métis Communities Represented by the MNO, or by the future Métis Government.

CHAPTER 3: RECOGNITION

- 3.01 Consistent with section 2.01(b) of this Agreement, this Agreement affirms that the Parties recognize that:
 - (a) individual Members that reside within the MNO Constituency are rights-holders. These individual Members are rights-holders by virtue of their

ancestral connection(s) to one or more distinct regional historic Métis community in Ontario and acceptance by the corresponding modern-day Métis community, or by virtue of their ancestral connection to the broader Métis Nation;

- (b) the individual Members residing within the MNO Constituency are entitled to participate in, exercise, or benefit from the collectively-held Métis rights, interests, and claims protected by sections 25 and 35 of the *Constitution Act, 1982*, consistent with section 3.01(a); and
- (c) while the MNO Constituency does not assert that it is a distinct regional rights-bearing Métis community with its own specific and collectively-held Métis rights, interests, and claims protected by sections 25 and 35 of the *Constitution Act, 1982*, the individual Citizens who reside within the MNO Constituency will be represented by, and participate within, the future Métis Government.

CHAPTER 4: PRINCIPLES

- 4.01 Consistent with sections 2.01 and 3.01 of this Agreement, the Parties agree that the following principles are the foundation for the continued participation of the MNO Constituency in the MNO and in the future Métis Government contemplated in the MGRSA:
- (a) the MNO Constituency will have a meaningful voice within the future Métis Government, including but not limited to representation at the local and regional levels in the future Métis Government, as well as opportunities to participate in and celebrate their Métis culture;
 - (b) individual Members, or Citizens, as the case may be, residing within the MNO Constituency will have a means to participate in processes or decisions that impact the collectively-held Métis rights, freedoms, interests, and claims protected by sections 25 and 35 of the *Constitution Act, 1982* contemplated in section 3.01(a) of this Agreement, including being kept informed of such processes and decisions; and
 - (c) the individual Members, or Citizens, as the case may be, residing within the MNO Constituency will have access to and benefit from the programs and services of the MNO and the future Métis Government.
- 4.02 The Parties are committed to working together to respecting and implementing the principles of 4.01 within the MNO as well as within the future Métis Government contemplated under the MGRSA.

CHAPTER 5: CONSTITUTION

Consultation with the MNO Constituency on the Constitution

- 5.01 Central to the achievement of self-government and implementation of the government-to-government relationship contemplated in the MGRSA, a Constitution will be developed by the MNO consistent with section 6.03 of the MGRSA which will take into account the recognition and affirmation of regional and local structures recognized in the MNO's constituting documents and agreements with other governments.
- 5.02 Consistent with section 6.01 of the MGRSA, the MNO shall consult with the Members residing within the MNO Constituency on the Constitution, that may build upon the existing constituting documents of the MNO, including the *MNO Statement of Prime Purpose*.
- 5.03 The consultation contemplated in section 5.02 will include consultation on the following specific matters that will be addressed in the Constitution:
- (a) how the individual Members who reside within the MNO Constituency will be represented by, and participate within, the future Métis Government, including the Governance Structures at the local and regional levels; and
 - (b) the geographic areas that will correspond to the Governance Structures contemplated in section 5.03(a); and
 - (c) **[any other matter that is unique or specific to this Métis Community that would form a part of a potential Constitution.]**
- 5.04 The ratification process contemplated in sections 6.05, 23.06, and 23.07 of the MGRSA for the Constitution will ensure that Electors living within the MNO Constituency have a meaningful opportunity to participate and provide informed consent.

CHAPTER 6: REPRESENTATION WITHIN THE FUTURE MÉTIS GOVERNMENT

- 6.01 Consistent with sections 2.01(a) and 4.01(a) of this Agreement, the Constitution will set out how the Métis Government Citizens residing within the MNO Constituency will be represented by, and participate within, the Métis Government, including Governance Structures at the local and regional levels.
- 6.02 Consistent with section 7.01 of the MGRSA, the Constitution will provide that the Governance Structures contemplated in sections 5.05 and 6.01 of this Agreement,

like all the Métis Government's Governance Structures, will be legal entities with the rights, powers, and privileges of a natural person at law, which includes the capacity to:

- (a) enter into agreements and contracts with any person, government, organization, or other legal entity;
- (b) acquire, hold, or dispose of property and any interests therein;
- (c) sue or be sued and act on its behalf in legal proceedings;
- (d) hold, spend, invest, or borrow money and secure or guarantee the repayment of money borrowed;
- (e) create, operate, contribute to, act as trustee of, or otherwise deal with trusts;
- (f) be appointed as and act as an executor, administrator, or trustee of an estate; and
- (g) do other things ancillary to the exercise of its rights, powers, and privileges.

CHAPTER 7: OTHER RECONCILIATION-RELATED PROCESSES

Participation in Negotiations, Processes, and Decisions Related to Rights, Interests, or Claims

- 7.01 The Parties agree that they will seek to ensure that any reconciliation-related processes, discussions, negotiations, or decisions, including those contemplated in to section 27.04 of the MGRSA, that engage the rights, interests, freedoms, or claims protected by sections 25 and 35 of the *Constitution Act, 1982* that individual Members residing in the MNO Constituency are entitled to participate in, consistent with sections 2.01, 3.01, and 4.01(b) of this Agreement, will include representation of those Members.
- 7.02 The Parties agree that the implementation of section 7.01 will require discussion with the other Métis Communities Represented by the MNO.

CHAPTER 8: FUNDING

Fiscal Financing Agreement

- 8.01 Consistent with sections 3.01 and section 4.01(a) of this Agreement, the MNO is committed to ensuring that it will provide a fair and equitable amount of funding from any Fiscal Financing Agreement signed with Canada to support the Citizens

residing within the MNO Constituency having a meaningful role and voice in the Métis Government as set out in the Constitution.

Other Funding

- 8.02 Consistent with sections 3.01 and 4.01(a) of this Agreement, the MNO is committed to ensuring that it will provide a fair and equitable share of funding that flows from the MGRSA or other sources for the MNO Constituency where that funding is related to socio-economic matters, the provision of programs and services, or the health and well-being of Members or Métis Government Citizens, as the case may be, in a manner that is consistent with the Constitution.

CHAPTER 9: SELF-GOVERNMENT READINESS WORKPLAN

- 9.01 The Parties shall negotiate a mutually-agreeable and incremental self-government readiness workplan designed to set out a process to fulfill the purposes of this Agreement.
- 9.02 As a part of 9.01, the Parties will agree on a mechanism to administer the funding from the workplan contemplated in this Chapter, including but not limited to exploring whether an entity can be set up, a Community Council of the MNO Constituency be designated for this purpose, funds being held in trust, a Regional Charter Agreement, *etc.*
- 9.03 The workplan contemplated in this Chapter will include:
- (a) the structure and composition of a mutually agreeable workplan implementation and oversight committee;
 - (b) a mutually agreeable funding formula to determine the funding that is required to achieve the milestones or incremental measures set out in the workplan contemplated in this Chapter;
 - (c) incremental measures to be addressed in the workplan contemplated in this Chapter will include but are not limited to:
 - (1) the consultation process contemplated in sections 5.02 and 5.03 of this Agreement; and
 - (2) a process for the discussions contemplated in Chapter 7 of this Agreement;
 - (d) other matters as necessary and agreed to by the Parties.

CHAPTER 10: NO EFFECT ON MGRSA

- 10.01 This Agreement is intended to align with and implement the MGRSA. Nothing in this Agreement should be interpreted as or is intended to modify the MGRSA.
- 10.02 Nothing in this Agreement should be interpreted as pre-determining the results of any consultation processes or discussions under the MGRSA, including the development of the Constitution.

CHAPTER 11: AMENDMENT

- 11.01 This Agreement may be amended from time to time with the written consent of the Parties.

CHAPTER 12: ASSIGNMENT, SUCCESSORSHIP, AND ENUREMENT

- 12.01 Unless otherwise agreed to by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party.
- 12.02 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted successors.
- 12.03 The Métis Government and its Governance Structures at the regional and local levels will be the sole successor to the MNO for the purposes of this Agreement.

CHAPTER 13: NO IMPLIED WAIVER

- 13.01 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party giving the waiver.
- 13.02 No written waiver of a provision of this Agreement, or a performance by a Party of an obligation under this Agreement, or default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

CHAPTER 14: DISPUTE RESOLUTION

- 14.01 Any dispute or inquiry that arises out this Agreement shall first be referred to the workplan implementation and oversight committee contemplated in section 9.03(a) of this Agreement.
- 14.02 If resolution is not possible under section 14.01 of this Agreement, an Inquiry Panel may be called.

- 14.03 The Inquiry Panel will be composed of a Chair who must be mutually agreed to by the Parties, as well as an appointee of the MNO Executive Council, and an appointee of the MNO Constituency.
- 14.04 Where a dispute is referred to an Inquiry Panel, 30 days' notice in writing shall be given to the MNO Executive Committee and the MNO Constituency, and this notice will include the reasons for the inquiry. The inquiry shall be held within 90 days of issuing the notice.
- 14.05 At any inquiry called pursuant to section 14.02 of this Agreement, the Inquiry Panel shall hear representations from persons or entities concerns in the dispute. The Inquiry Panel may decide whether the representations shall be made in person or in writing. Any written submissions must be received at least 30 days before the date of the inquiry.
- 14.06 Upon termination of the inquiry, the Inquiry Panel shall:
- (a) issue a recommendation regarding the substantive issue in dispute;
 - (b) issue a recommended procedure on how to resolve the dispute; or
 - (c) issue a judgment on the merits of the issue in dispute.
- 14.07 Where an inquiry is held under section 14.02 of this Agreement, the Inquiry Panel shall set out its decision in writing. The written decision shall be made available to the Parties within 30 days of the inquiry.
- 14.08 All decisions of the Inquiry Panel shall be final.
- 14.09 Reasonable participation in the dispute resolution process set out in this Chapter will be funded by the MNO.

THIS AGREEMENT HAS BEEN SIGNED in _____ on _____, 2019.

**[MNO Region] as represented by
its Regional Councilor**

Signed in the presence of Witness

[Name]

Witness

MNO as represented by its
President

Margaret Froh

Signed in the presence of Witness

Witness

Per: [MNO Region] Community Council Presidents executed on this ____ day of ____, 2019.

Name:

Name:

Name:

Name: