

Métis Self-Government Recognition and Implementation Agreement

-between-

Métis Nation of Ontario
as represented by
the Provisional Council of the Métis Nation of Ontario

-and-

His Majesty the King in Right of Canada
as represented by
the Minister of Crown-Indigenous Relations

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PREAMBLE

- A. Canada's historic relationships with Indigenous Peoples have been steeped in colonialism and successive governments have failed to acknowledge and respect the inherent rights of Indigenous Peoples, including their rights in relation to land, their distinct governments, their customary laws, traditions, and unique cultures;
- B. The Métis Nation—an Indigenous People—emerged in the historic North-West of what is now Canada with its own collective identity, the Michif 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;
- C. The Supreme Court of Canada has recognized that the Métis are one of the “[I]ndigenous peoples who were living in the western territories” prior to Canada's westward expansion into the North-West after Confederation;
- D. For the purposes of citizenship within the Métis Nation, “Métis” means a person who self-identifies as Métis, is distinct from other Aboriginal peoples, is of Historic Métis Nation ancestry and who is accepted by the Métis Nation, with the following defined terms applying to this definition:
 - (i) “Historic Métis Nation” means the Aboriginal people then known as Métis or Half-breeds who resided in the Historic Métis Nation Homeland;
 - (ii) “Historic Métis Nation Homeland” means the area of land in west-central North America used and occupied as the traditional territory of the Métis or Half-breeds as they were then known;
 - (iii) “Métis Nation” means Aboriginal people descended from the Historic Métis Nation, which is now comprised of all Métis Nation citizens and is one of the “aboriginal peoples of Canada” within the meaning of section 35 of the *Constitution Act, 1982*; and
 - (iv) “Distinct from other Aboriginal peoples” means distinct for cultural and nationhood purposes;
- E. In Ontario, distinct Métis Communities emerged in various areas surrounding the Upper Great Lakes and along the waterways and fur trade routes in Ontario prior to European control in those regions, and developed their own shared customs, traditions, and collective identities that are rooted in their special aboriginal relationship to the land, and a distinctive culture and way of life that persist to the present day;
- F. The pre-existence of the Métis Nation and Métis Communities in Ontario gives rise to Métis Rights, interests, and claims that engage the honour of the Crown and the process of reconciliation mandated by section 35 of the *Constitution Act, 1982*;

- G. Métis Communities in Ontario have unique histories and have exercised their inherent right to self-determination, including the right of self-government, through:
- (i) the establishment, development, and evolution of the MNO as a distinct political, legal, economic, social, and cultural institution that represents Métis Rights-Holders;
 - (ii) establishing democratic Governance Structures at the local, regional, and provincial levels to represent the members of Métis Communities in Ontario and Métis Nation Citizens living in Ontario;
 - (iii) establishing a fair, transparent, and objectively verifiable system to register Métis Rights-Holders as Citizens;
 - (iv) developing, adopting, and enforcing its own laws, policies, and decisions that are grounded on pre-existing legal orders, customs, and practices;
 - (v) advancing and maintaining intergovernmental relationships with Canada, Ontario, other Métis Nation Governments, and other Indigenous Peoples;
 - (vi) incorporating the MNO Secretariat to act as its legal and administrative arm in response to requirements set by other governments for facilitating funding arrangements and establishing intergovernmental relations;
 - (vii) advancing and participating in litigation to defend Métis Rights, interests, and claims in Ontario; and
 - (viii) mandating the MNO to negotiate a modern-day treaty relationship with Canada through an agreement protected by subsection 35(3) of the *Constitution Act, 1982*;
- H. Despite the history and context set out in this Preamble, and the well-established role of the MNO as an Indigenous government representing Métis Communities in Ontario, other governments and Canadian law have often denied the existence of Métis Rights and the MNO's representative role and mandate;
- I. Beginning in 1993, as a part of its mandate to represent Métis Communities in Ontario, the MNO pursued the advancement of Métis Rights by supporting the legal defense of Steve and Roddy Powley who were Métis harvesters and Citizens charged by Ontario for hunting without a license outside of Sault Ste. Marie;
- J. In 2003, in *R v Powley*, the Supreme Court of Canada upheld the conclusions of three levels of court in Ontario, and ultimately held:
- (i) “The trial judge found that a distinctive Métis community emerged in the Upper Great Lakes region in the mid-17th century, and peaked around 1850. We find no reviewable error in the trial judge's findings on this matter, which were confirmed

by the Court of Appeal. [...] Here, we find no basis for overturning the trial judge's finding of a historic Métis community at Sault Ste. Marie" (paras 21, 23);

- (ii) "The trial judge's finding of a contemporary Métis community in and around Sault Ste. Marie is supported by the evidence and must be upheld" (para 28); and
- (iii) "Members of the Métis community in and around Sault Ste. Marie have an aboriginal right to hunt for food under s. 35(1). This is determined by their fulfillment of the requirements set out in *Van der Peet*, modified to fit the distinctive purpose of s. 35 in protecting the Métis" (para 53);

K. In addition, in *R v Powley*, the Supreme Court of Canada provided clarity, guidance, and directions with respect to the rights of Métis as follows:

- (i) "The Métis of Canada share the common experience of having forged a new culture and a distinctive group identity from their Indian or Inuit and European roots. This enables us to speak in general terms of "the Métis". However, particularly given the vast territory of what is now Canada, we should not be surprised to find that different groups of Métis exhibit their own distinctive traits and traditions" (para 11);
- (ii) "The inclusion of the Métis in s. 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" (para 17);
- (iii) "As Métis communities continue to organize themselves more formally and to assert their constitutional rights, it is imperative that membership requirements become more standardized so that legitimate rights-holders can be identified" (para 29); and
- (iv) "We emphasize that we have not been asked, and we do not purport, to set down a comprehensive definition of who is Métis for the purpose of asserting a claim under s. 35. We therefore limit ourselves to indicating the important components of a future definition, while affirming that the creation of appropriate membership tests before disputes arise is an urgent priority" (para 30);

L. Over the last twenty years, the Supreme Court of Canada has provided additional clarity and guidance with respect to the nature of the rights of Métis and direction to the Crown and the Métis with respect to advancing reconciliation through determining, recognizing, and respecting the rights of the Métis:

- (i) "The Crown did not apply to the Métis its policy of treating with the Indians and establishing reservations and other benefits in exchange for lands. In some regions, it adopted a scrip system that accorded allotments of land to individual

Métis. [...] Although widely recognized as a culturally distinct Aboriginal people living in culturally distinct communities, the law remained blind to the unique history of the Métis and their unique needs. Governments slowly awoke to this legal lacuna. [...] The landscape shifted dramatically in 1982, with the passage of the *Constitution Act, 1982*. [...] Section 35 of the *Constitution Act, 1982* entrenched existing Aboriginal and treaty rights and recognized three Aboriginal groups — Indians, Inuit, and Métis. For the first time, the Métis were acknowledged as a distinct rights-holding group.” (*Alberta (Aboriginal Affairs and Northern Development) v Cunningham*, 2011 SCC 37 at paras 7–8, 13);

- (ii) “The history of the Métis is one of struggle for recognition of their unique identity as the mixed-race descendants of Europeans and Indians. Caught between two larger identities and cultures, the Métis have struggled for more than two centuries for recognition of their own unique identity, culture and governance. The constitutional amendments of 1982 [...] signal that the time has finally come for recognition of the Métis as a unique and distinct people.” (*Alberta (Aboriginal Affairs and Northern Development) v Cunningham*, 2011 SCC 37 at para 70);
 - (iii) “The unfinished business of reconciliation of the Métis people with Canadian sovereignty is a matter of national and constitutional import.” (*Manitoba Métis Federation Inc v Canada (Attorney General)*, 2013 SCC 14 at para 140); and
 - (iv) “Section 91(24) [of the *Constitution Act, 1867*] [...] is about the federal government’s relationship with Canada’s Aboriginal peoples. [...] Métis are “Indians” under s. 91(24) and it is the federal government to whom they can turn.” (*Daniels v Canada (Indian Affairs and Northern Development)*, 2016 SCC 12 at paras 49–50);
- M. Since 2015, Canada has begun to deal with Métis Rights, interests, and claims based on the Prime Minister of Canada’s mandate letter to the Minister of Indigenous and Northern Affairs in November 2015 to “work, on a nation-to-nation basis, with the Métis Nation to advance reconciliation and renew the relationship, based on cooperation, respect for rights, our international obligations, and a commitment to end the status quo,” the *Canada-Métis Nation Accord*, and the *Principles Respecting the Government of Canada’s Relationship with Indigenous Peoples*;
- N. In 2021, the Parliament of Canada enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act* to “affirm the Declaration as a universal international human rights instrument with application in Canadian law,” and to “provide a framework for the Government of Canada’s implementation of the Declaration”;
- O. In response to the history and context set out in this Agreement and Canada’s longstanding recognition of the MNO as an Indigenous government representing Métis Communities in Ontario, Canada has engaged in negotiations with the MNO in respect of self-determination and self-government matters and has reached a series of agreements detailed in the Appendix;

- P. In 2019, Canada recognized upon signing the MGRSA that:
- (i) the MNO has been mandated to represent the Métis Communities Represented by the MNO;
 - (ii) the Métis Communities Represented by the MNO has an inherent right of self-government that is protected by section 25 of the Charter and recognized and affirmed by section 35 of the *Constitution Act, 1982*; and
 - (iii) the MNO has been mandated by the Métis Communities Represented by the MNO to implement its inherent right to self-government.
- Q. This Agreement consolidates and confirms the common understandings reached between the Parties, contemplates Implementation Legislation to recognize the Métis Government in Federal Law, and sets out commitments, criteria, and a process for negotiations to recognize the Métis Communities Represented by the MNO's self-government in a Treaty.

NOW THEREFORE the Parties agree to the following:

PART I DEFINITIONS AND INTERPRETATION

CHAPTER 1: DEFINITIONS

1.01 In this Agreement:

“Aboriginal People” means one of the “aboriginal peoples of Canada” as defined in subsection 35(2) of the *Constitution Act, 1982*;

“Agreement” means this Self-Government Recognition and Implementation Agreement, including the Preamble and Appendix, as amended from time to time;

“Authority” means any power other than Jurisdiction;

“Canada” means His Majesty the King in Right of Canada, unless it is otherwise clear from the context;

“Charter” means the Canadian Charter of Rights and Freedoms;

“Citizen” means an individual:

- (a) who is a Métis Nation Citizen or ancestrally connected to a historic Métis Community in Ontario;
- (b) who meets the requirements for citizenship as set out in the Constituting Documents, a Constitution, or a Métis Government Law; and
- (c) whose name is included on the Registry;

“Constituting Documents” means the bylaws, policies, and procedures of the MNO, as amended from time to time;

“Constitution” means a constitution that addresses the matters set out in Chapter 9 that has been ratified and adopted by the Métis Communities Represented by the MNO;

“Constitution Ratification Process” means the process referred to in Chapter 9;

“Consultation Agreement” means the agreement signed by the Parties in July 2015, as amended from time to time;

“Declaration” means the United Nations Declaration on the Rights of Indigenous Peoples;

“Distinct from other Aboriginal Peoples” means distinct for cultural and nationhood purposes;

“Effective Date” means the date on which this Agreement comes into force in accordance with 17.08;

“Expenditure Need” means the estimated cost required to enable the Métis Government to fulfill the responsibilities:

- (a) referred to in Chapters 6 and 8;
- (b) agreed to in a Supplementary Self-Government Agreement; or
- (c) set out in a Fiscal Arrangement,

based on comparable measures or standards for other governments or other public bodies performing the functions of government to perform similar functions;

“Federal Law” includes federal statutes, regulations, ordinances, Orders in Council, and the common law;

“Fiscal Arrangement” means a mechanism agreed to by the Parties, including an agreement or other measure, that sets out for the duration of the Fiscal Arrangement:

- (a) the federal funding or access to fiscal capacity to be provided by Canada to the Métis Government to meet its Expenditure Need; and
- (b) the responsibilities of the Métis Government in respect of that federal funding or fiscal capacity;

“Fiscal Financing Agreement” means the agreement referred to in 10.03;

“Framework Agreement” means the Framework Agreement for Advancing Reconciliation signed by the Parties and Ontario on December 11, 2017;

“Governance Structure” means the governance structures of the MNO as set out in its Constituting Documents or the governance structures of its successor as set out in a Constitution that will include structures at the local and regional levels to represent Métis Communities in Ontario;

“Historic Métis Nation” means the Indigenous People then known as Métis or Half-Breeds who resided in the Historic Métis Nation Homeland before Canada’s westward expansion;

“Historic Métis Nation Homeland” means the area of land in west central North America used and occupied as the traditional territory of the Historic Métis Nation, including what is now Manitoba, Saskatchewan, and Alberta and extending into contiguous parts of Ontario, British Columbia, the Northwest Territories, and the northern United States;

“Implementation Legislation” means the legislation referred to in Chapter 11;

“Indigenous Governing Body” means a council, government, or other entity that is authorized to act on behalf of an Indigenous group, community, or people that holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Indigenous People” means one of the “aboriginal peoples of Canada” as defined in subsection 35(2) of the *Constitution Act, 1982*;

“Institution” means:

- (a) agencies, departments, organizations, entities, boards, bodies, panels, tribunals, and commissions established under 8.14 (a);
- (b) organizations or entities owned or controlled by the Métis Government; or
- (c) trusts, corporations, societies, and cooperatives established in accordance with Federal Law or provincial law, owned or controlled by the Métis Government;

“Jurisdiction” means the law-making power of the Métis Government set out in this Agreement;

“Métis Community” means a group of Métis with a distinctive collective identity, living together in the same geographic area, and sharing a common way of life that emerged before the time when Europeans effectively established political and legal control in a particular region;

“Métis Communities Represented by the MNO” means the Métis collectivity that:

- (a) is comprised of:
 - i. Métis Nation Citizens who are Citizens; and
 - ii. Métis Communities in Ontario whose members are Citizens and individuals entitled to become Citizens based on their connection to these Métis Communities who live in Ontario or elsewhere;
- (b) has chosen to act exclusively through the Métis Government in order to exercise, advance, and address Métis Rights, interests, and claims and make decisions according to its own laws, policies, customs, and traditions; and
- (c) based on (a) and (b):
 - i. is one of the successors of the Historic Métis Nation that together with other Métis collectivities make up the Métis Nation;
 - ii. represents Métis Communities in Ontario that possess Métis Rights, interests, and claims;

- iii. holds the right to self-determination recognized in the Declaration; and
- iv. possesses Métis Rights that are derived from the Métis Nation and Métis Communities in Ontario, including the inherent right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Métis Government” means the MNO, including its Governance Structures, as set out in its Constituting Documents or its successor as set out in a Constitution;

“Métis Government Law” means a law made by the Métis Government, including statutes, regulations, ordinances, orders, and the Constituting Documents;

“Métis Law Register” means the public database of Métis Government Laws maintained by the Métis Government;

“Métis Nation” means the Indigenous People descended from the Historic Métis Nation, which is now comprised of all Métis Nation Citizens and represented through Métis Nation Governments;

“Métis Nation Citizen” means an individual who:

- (a) self-identifies as Métis;
- (b) is Distinct from other Aboriginal Peoples;
- (c) is of Historic Métis Nation ancestry; and
- (d) is accepted by the Métis Nation;

“Métis Nation Government” means the MNO and other Métis governments that represent Métis collectivities who are successors to the Historic Métis Nation and together make up the Métis Nation today;

“Métis Rights” means the constitutionally protected rights of the Métis Communities Represented by the MNO, as recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Métis Rights-Holder” means an individual who:

- (a) is a Métis Nation Citizen; or
- (b) self-identifies as Métis, is ancestrally connected to a Métis Community in Ontario, and is a Citizen;

“MGRSA” means the Métis Government Recognition and Self-Government Agreement signed by the Parties on June 27, 2019;

“Minister” means the Minister of Crown-Indigenous Relations;

“MNO” means the Métis Nation of Ontario, or its successor, which is:

- (a) the democratic representative body of the Métis Communities Represented by the MNO, having the responsibility for providing responsible and accountable self-government through its Governance Structure and Institutions, as set out in its Constituting Documents or a Constitution; and
- (b) until the Treaty Implementation Date, includes the MNO Secretariat or its successor;

“MNO Secretariat” means the entity the MNO has incorporated under Ontario law, recognized in the *Métis Nation of Ontario Secretariat Act*, that has legal status and capacity for conducting the MNO’s financial and administrative affairs and otherwise carrying out its objectives;

“Northwestern Ontario Métis Community” means the Métis community that emerged in what is now known as Northwestern Ontario, as part of the Métis Nation, prior to Canada’s expansion into the North-West, and is one of the Métis Communities Represented by the MNO;

“Northwestern Ontario Métis Community Agreement” means the Agreement on Advancing Reconciliation with the Northwestern Ontario Métis Community signed by Canada and the MNO, as represented by the PCMNO Regional Councillor for Northwestern Ontario and the Presidents of the Atikokan Métis Council, Kenora Métis Council, Northwest Métis Council, and Sunset Country Métis Council, on December 11, 2017;

“Ontario” means His Majesty the King in Right of the Province of Ontario, unless it is otherwise clear from the context;

“Parties” means:

- (a) the MNO; and
- (b) Canada;

“PCMNO” means the Provisional Council of the Métis Nation of Ontario being the democratically elected provincial body of the MNO that is also the board of directors of the MNO Secretariat;

“Registry” means the standardized and objectively verifiable system maintained by the Métis Government and referred to in 8.10 that identifies registered Citizens who are Métis Rights-Holders based on the definition and requirements established by the Métis Communities Represented by the MNO, which are consistent with the guidelines set out by the Supreme Court of Canada in *R v Powley*;

“Supplementary Self-Government Agreement” means an agreement referred to in 12.03 (d);

“Treaty” means the self-government treaty contemplated in Part VI; and

“Treaty Implementation Date” means the date set out in the Order in Council for the coming into force of the Treaty as provided for in the Implementation Legislation.

CHAPTER 2: INTERPRETATION

2.01 The Preamble and Appendix are integral parts of the consideration of this Agreement and can be used to provide a description of the nature and background of the relationship between the Parties and as guidance in the interpretation and implementation of this Agreement.

2.02 In this Agreement:

- (a) “Aboriginal” and “Indigenous” are synonymous and interchangeable;
- (b) a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for or in replacement of it;
- (c) use of the word “or” means one, some, or all of the possibilities in that provision, unless it is otherwise clear from the context;
- (d) use of the word “will” denotes an obligation that, unless this Agreement provides otherwise or it is otherwise clear from the context, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
- (e) use of the word “including” is not limiting, whether or not non-limiting language is used with reference thereto;
- (f) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular;
- (g) words importing the masculine gender include the feminine and other genders or vice versa;
- (h) words importing persons include corporations; and
- (i) the table of contents, headings, and subheadings are for convenience only and in no way define, limit, alter, or enlarge the scope or meaning of any provision of this Agreement.

PART II PURPOSE AND LEGAL STATUS OF AGREEMENT

CHAPTER 3: PURPOSE

3.01 The purpose of this Agreement is to:

- (a) contribute to the implementation of the Declaration as it relates to the Métis Communities Represented by the MNO's inherent right to self-determination, including the right of self-government;
- (b) support, advance, and recognize the Métis Communities Represented by the MNO's ongoing exercise of its inherent right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982* based upon Canada's constitutional responsibility to advance relationships with Indigenous Peoples and to engage in negotiations to recognize and delineate Métis Rights;
- (c) consolidate and confirm the outcomes and common understandings reached between the Parties to date by recognizing the existing self-government of the Métis Government, including its role, functions, Jurisdiction, and Authority as set out in this Agreement, before the Treaty Implementation Date;
- (d) commit the Parties to ongoing negotiations with a view to achieving the Treaty contemplated by Part VI that is premised on the recognition and implementation of Métis Rights;
- (e) provide a foundation for addressing, on a government-to-government basis, the identification, assessment, and resolution of outstanding Métis claims against Canada, including the claims being addressed through:
 - i. the Northwestern Ontario Métis Community Agreement;
 - ii. exploratory discussions with the Sault Ste. Marie Métis community as committed to in the Minister's letter to the MNO dated August 15, 2022; and
 - iii. other exploratory discussions or agreements related to Métis claims against Canada that have been identified in the Framework Agreement or that may be identified in the future by the Parties; and
- (f) inform and continue the existing government-to-government relationship between the Parties.

CHAPTER 4: LEGAL STATUS

Legal Force and Effect of this Agreement

- 4.01 Upon signing, the Parties are entitled to rely on this Agreement and it:
- (a) is binding on, enforceable, and justiciable between the Parties; and
 - (b) engages the honour of the Crown in its interpretation and implementation.

This Agreement Upholds and Recognizes Métis Rights

- 4.02 This Agreement will be construed as to uphold Métis Rights and not to abrogate or derogate from them.
- 4.03 This Agreement is based on a rights recognition approach to section 35 of the *Constitution Act, 1982*, and does not require the extinguishment, modification, or non-assertion of any existing Aboriginal or Treaty right.

This Agreement is Not a Treaty

- 4.04 This Agreement is not the Treaty as contemplated in Part VI or a “treaty” within the meaning of section 35 of the *Constitution Act, 1982*.

Term of this Agreement

- 4.05 This Agreement remains in force and effect until it is replaced by the Treaty on the Treaty Implementation Date.

Relationship to Other Agreements

- 4.06 This Agreement is intended to build on and advance the Parties’ reconciliation efforts and is an incremental agreement as contemplated in the Framework Agreement.
- 4.07 Other written agreements between the Parties, such as the Framework Agreement and the Consultation Agreement, continue in accordance with their terms, including any funding commitments made by Canada in those agreements.
- 4.08 Except as otherwise provided in this Agreement, the MGRSA continues in accordance with its terms, including all funding commitments made by Canada therein.
- 4.09 This Agreement prevails to the extent of an inconsistency or conflict with other written agreements between the Parties.
- 4.10 The Parties agree they may amend other written agreements referred to in 4.07 or 4.08 to address the progress made under this Agreement.

**PART III RECOGNITION, LEGAL STATUS OF THE MÉTIS
GOVERNMENT, JURISDICTION, AUTHORITY, AND
CONSTITUTION**

CHAPTER 5: BASIS FOR NEGOTIATIONS AND RECOGNITION

5.01 Canada negotiated and concluded this Agreement with the MNO based on:

- (a) Canada's constitutional responsibility to advance relationships with Indigenous Peoples under subsection 91(24) of the *Constitution Act, 1867*;
- (b) respect for the choice of the Métis Communities Represented by the MNO to act through the MNO as an Indigenous government based on the mandates and authorizations set out in the Constituting Documents;
- (c) the MNO's longstanding, democratic, and well-developed Governance Structures and Institutions that have been established, evolved, and sustained by its Citizens and Métis Communities in Ontario for generations as decision-making institutions based on Métis laws, customs, and traditions;
- (d) the periodic and independent third-party reviews of the Registry based on the guidelines set out by the Supreme Court of Canada in *R v Powley*;
- (e) Canada's longstanding and stable government-to-government relationship with the MNO, including the Métis Communities Represented by the MNO's participation in Canadian constitutional processes, agreements in force between the Parties, and the political history and evolution of the MNO as detailed in the Preamble and the Appendix;
- (f) decisions of the Supreme Court of Canada with respect to the Métis and their rights, including the purpose of their inclusion in section 35 of the *Constitution Act, 1982*, the Crown's duty to negotiate with Métis, and the goal of reconciliation;
- (g) federal policies, approaches, and principles related to Indigenous self-determination and self-government;
- (h) Canada's commitment to implementing the Declaration through the *United Nations Declaration on the Rights of Indigenous Peoples Act*; and
- (i) the outcome of the agreements, history, developments, negotiations, and common understandings set out in the Preamble, Part III, and the Appendix.

CHAPTER 6: RECOGNITION

- 6.01 The Métis Communities Represented by the MNO is one of the Métis collectivities that together make up the Métis Nation, an Indigenous People that emerged with its own identity, language, culture, institutions, and way of life in the Historic Métis Nation Homeland before Canada's westward expansion into the historic North-West.
- 6.02 The Métis Communities Represented by the MNO is an Aboriginal People.
- 6.03 The Métis Communities Represented by the MNO possesses the inherent right to self-determination recognized in the Declaration and the inherent right of self-government recognized and affirmed in the common law and by section 35 of the *Constitution Act, 1982*, which right is protected by section 25 of the Charter.
- 6.04 The Métis Government is the democratic representative of the Métis Communities Represented by the MNO with the responsibility for providing responsible and accountable self-government for its Citizens and Métis Communities in Ontario.
- 6.05 The Métis Government is the Indigenous Governing Body of the Métis Communities Represented by the MNO.
- 6.06 The Métis Government is exclusively mandated by the Métis Communities Represented by the MNO to represent, advance, and deal with Métis Rights, interests, and claims held by those Métis Communities, and acts based on the authorization it receives from its Citizens and Métis Communities in Ontario, including:
- (a) implementing and exercising the inherent right to self-determination, including the right of self-government;
 - (b) engaging in consultation with Canada and, where appropriate, accommodation, where Canada's conduct has the potential to impact Métis Rights adversely, consistent with the Consultation Agreement or as the Crown's duty to consult and accommodate may require; and
 - (c) addressing any outstanding collective claims of the Métis Communities Represented by the MNO against Canada, including through:
 - i. the Northwestern Ontario Métis Community Agreement;
 - ii. the exploratory discussions with the Sault Ste. Marie Métis community set out in the Minister's letter to the MNO dated August 15, 2022; or
 - iii. other mutually agreeable processes related to claims that have been identified in the Framework Agreement or that may be identified in the future by the Parties.

- 6.07 The MNO has developed a province-wide self-government structure that consists of Governance Structures representing the Métis Communities in Ontario at the local, regional, and provincial levels.
- 6.08 The Métis Government delivers programs and services to its Citizens and individuals who are eligible to become Citizens, including maintaining a province-wide delivery infrastructure through its Governance Structures and Institutions.
- 6.09 The Métis Communities Represented by the MNO act exclusively through the Métis Government, including its Governance Structures and Institutions, in exercising its rights, including Métis Rights, Jurisdiction, Authorities, and privileges and in carrying out its duties, functions, and obligations.
- 6.10 The existing system of democratic, responsible, and accountable governance through the MNO, including its Constituting Documents, together with the MNO's policies, conventions, customs, traditions, and laws, as amended from time to time, is and continues to be the system of governance of the Métis Communities Represented by the MNO until replaced by a Constitution as contemplated in Chapter 9.
- 6.11 The Métis Communities Represented by the MNO's inherent right to self-determination, including its right of self-government, are not contingent on Canada's recognition through this Agreement, the Implementation Legislation, the ratification or implementation of the Treaty, or otherwise.
- 6.12 The recognition, Jurisdiction, and Authority set out in this Agreement are not intended to define conclusively or exhaustively the inherent right to self-determination, including the right of self-government, or any other inherent right, Jurisdiction, or Authority that may be recognized, implemented, or exercised through further negotiations between the Parties, or how these rights may ultimately be defined at law.
- 6.13 Any agreement Canada has concluded with another Indigenous Governing Body is not intended to affect the geographic scope, Jurisdiction, Authority, or self-government of the Métis Communities Represented by the MNO set out in this Agreement.
- 6.14 By entering into this Agreement:
- (a) Canada is not acknowledging that the Métis Communities Represented by the MNO has any particular Aboriginal or treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, other than those set out in this Agreement; and
 - (b) the Métis Government is not acknowledging that the Métis Communities Represented by the MNO's Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982* are limited to those set out in this Agreement.

CHAPTER 7: LEGAL STATUS AND CAPACITY

- 7.01 Canada acknowledges that it required the Métis Government to incorporate the MNO Secretariat to facilitate funding arrangements and intergovernmental relationships through an entity that had legal status and capacity as recognized in Canadian law.
- 7.02 Canada recognizes that prior to the Treaty Implementation Date:
- (a) the Métis Government is required to continue to rely on the MNO Secretariat in order to provide it legal status and capacity for the purposes of facilitating funding arrangements and intergovernmental relationships; and
 - (b) the Métis Government's reliance on the MNO Secretariat in order to provide it legal status and capacity does not undermine or diminish the recognition of the self-government of the Métis Communities Represented by the MNO as set out in this Agreement.
- 7.03 Prior to the Treaty Implementation Date, the Parties will engage in further negotiations to address the legal status and capacity of the Métis Government and its Governance Structures in Federal Law.
- 7.04 As of the Treaty Implementation Date, the Métis Government and each of its Governance Structures will be a legal entity with the rights, powers, and privileges of a natural person at law, which include 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 own 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 8: JURISDICTION

Recognition of the Jurisdiction of the Métis Government

8.01 Subject to 8.36, between the Effective Date and the Treaty Implementation Date:

- (a) Canada will not challenge or support a challenge to a Métis Government Law made under the Jurisdiction set out in this Chapter on the basis of an assertion that the Métis Communities Represented by the MNO does not have the inherent right to self-determination, including the right of self-government, or that the Métis Government does not have Jurisdiction in respect of that subject matter; and
- (b) the Métis Government will not assert that this Agreement provides to Métis Government Laws made under the Jurisdiction set out in this Chapter any additional force of law to that which may exist under the common law, Federal Law, and section 35 of the *Constitution Act, 1982*.

8.02 By entering into this Agreement:

- (a) Canada is not acknowledging that the Métis Government has Jurisdiction in respect of any particular subject matter other than those set out in this Chapter, including in particular, criminal law and procedure, intellectual property, and official languages of Canada; and
- (b) the Métis Government is not acknowledging that its Jurisdiction is limited to the subject matters set out in this Chapter.

Citizenship

8.03 The Métis Government has Jurisdiction and Authority in relation to the Métis Communities Represented by the MNO's citizenship, including citizenship criteria, registration, and appeal or review of decisions about the determination of citizenship.

8.04 Subject to 8.05 to 8.09, Métis Government Laws made under 8.03 will provide that every individual who meets the eligibility criteria set out in that Métis Government Law is entitled to be a Citizen.

8.05 Nothing in this Agreement may be construed so as to deny the ability of an individual who is or who may be entitled to be a Citizen from choosing instead to be a member, citizen or participant in another Indigenous collectivity, organization, or government, including another Métis Nation Government, in accordance with the eligibility requirements of those collectivities, organizations, or governments.

8.06 For greater certainty, the individual choice of a Métis Nation Citizen with respect to who represents them at a given time does not negate or undermine the recognition, Jurisdiction, or Authority of the Métis Government set out in this Agreement.

- 8.07 Subject to 8.08, Métis Government Laws made under 8.03 will not provide for Métis Communities Represented by the MNO's citizenship to any individual who would otherwise be eligible for citizenship but who is:
- (a) enrolled as a member or citizen on the register or list of another Indigenous government, including another Métis Nation Government, that is recognized through a concluded self-government agreement with Canada:
 - i. that is protected by subsection 35(3) of the *Constitution Act, 1982*; or
 - ii. that is not protected by subsection 35(3) of the *Constitution Act, 1982* to which the Métis Government or the Métis Communities Represented by the MNO is not a party;
 - (b) on a Band list or on the Indian Register maintained under the *Indian Act*; or
 - (c) on a list of members maintained by a Band in accordance with its membership rules established in accordance with the *Indian Act*.
- 8.08 Métis Government Laws made under 8.03 may provide that an individual referred to in 8.07 is entitled to be a Citizen if the individual is unable to revoke their membership, citizenship or participation in an entity referred to in 8.07.
- 8.09 Nothing in this Agreement will be interpreted to limit or exclude a Citizen from potentially benefiting or participating in a settlement related to a Métis claim against Canada.
- 8.10 The Métis Government will maintain a Registry that includes the names of its Citizens.
- 8.11 Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits for which they would otherwise be eligible as Canadian citizens or permanent residents of Canada.
- 8.12 Registration as a Citizen does not confer Canadian citizenship or permanent residency and does not confer or deny any rights of entry into Canada.

Selection of Representatives

- 8.13 The Métis Government has Jurisdiction and Authority in relation to the method of selection of the representatives of the Métis Government and the methods of selection of members, directors, or officers of any of its Institutions.

Structures, Operations, Procedures, Assets, and Financial Management

- 8.14 The Métis Government has Jurisdiction and Authority in relation to its:
- (a) structure, including the establishment of Institutions;
 - (b) operations and procedures;
 - (c) assets; and
 - (d) financial management and financial accountability.
- 8.15 The Métis Government will continue to rely on and operate under Ontario's laws in relation to its labour relations.

Accountability to Citizens

- 8.16 The Métis Government has Jurisdiction and Authority in relation to its accountability to its Citizens, including establishing measures to report to and inform Citizens and to prevent conflicts of interest of its representatives.

Voluntary Settlement of Disputes

- 8.17 The Métis Government has Jurisdiction and Authority in relation to the voluntary settlement of disputes between Citizens, and in particular may provide services, including restorative justice or mediation services.

Administrative Bodies

- 8.18 The Métis Government has Jurisdiction and Authority in relation to the establishment of administrative bodies, offices, or Institutions to administer, enforce, and adjudicate Métis Government Laws made by the Métis Government in respect of a subject matter set out in this Chapter.

Child and Family Services

- 8.19 Canada recognizes that the Métis Government is an Indigenous Governing Body for the purposes of *An Act respecting First Nations, Inuit and Métis children, youth and families*, and has Jurisdiction Authority in relation to child and family services to administer and enforce laws made under that legislative authority.
- 8.20 Nothing in 8.19 prevents any Supplemental Self-Government Agreement or provisions in the Treaty in respect of child and family services from including provisions that are different from those in *An Act respecting First Nations, Inuit and Métis children, youth and families*.

Collection and Disclosure of Information

- 8.21 The Métis Government has Jurisdiction and Authority in relation to:
- (a) the collection, retention, accuracy, disposal, use, or disclosure of information about an identifiable individual by the Métis Government and any Institutions established under 8.14 (a); and
 - (b) access to information in the custody or under the control of the Métis Government and any Institutions established under 8.14 (a).
- 8.22 The MNO and Canada may enter into agreements to address the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.
- 8.23 For the purposes of the *Access to Information Act* and the *Privacy Act*, information that the Métis Government provides to Canada in confidence will be deemed to be information received or obtained by Canada in confidence from a provincial government.
- 8.24 Canada may provide information to the Métis Government in confidence if the Métis Government has enacted a Métis Government Law or has entered into an agreement with Canada as contemplated in 8.22, in accordance with which the confidentiality of the information will be protected.
- 8.25 Where the Métis Government requests disclosure of information from Canada, that request will be evaluated as if it were a request by a provincial government.
- 8.26 Notwithstanding 8.25, Canada is not required to disclose any information to the Métis Government:
- (a) that Canada is required to withhold under any Federal Law;
 - (b) that is confidentially disclosed to another government; or
 - (c) if it may be withheld in accordance with the *Canada Evidence Act* or under a privilege at law.
- 8.27 Notwithstanding any other provision of this Agreement, where a Federal Law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada is not required to disclose that information to the Métis Government unless those conditions are satisfied.
- 8.28 Notwithstanding any other provision in this Agreement, the Métis Government is not required to disclose information that it may withhold:
- (a) under a Métis Government Law, except if such information relates to a contractual or other requirement as part of a Fiscal Arrangement or other fiscal

agreement with Canada, in which case the terms of that Fiscal Arrangement or agreement will apply; or

- (b) under a privilege at law.

Included Authority

8.29 The Jurisdiction and Authority of the Métis Government in respect of a subject matter set out in this Chapter includes Jurisdiction and Authority to do all other things as may be necessary, incidental, or ancillary to exercising its Jurisdiction and Authority.

Delegation

8.30 The Métis Government may delegate any of its Jurisdiction and Authority to:

- (a) its Governance Structures, including those at the local or regional levels representing Métis Communities in Ontario;
- (b) its Institutions;
- (c) Canada;
- (d) another Indigenous government in Canada; or
- (e) any other legal entity in Canada with prior written notice to Canada.

8.31 Any delegation of Jurisdiction or Authority under 8.30 will be:

- (a) made in such a manner so as to retain accountability to Citizens and the Métis Communities in Ontario;
- (b) in writing and agreed to by the Governance Structure, Institution, Indigenous government, or other legal entity in Canada; and
- (c) revocable by the Métis Government.

8.32 The Métis Government may enter into written agreements to receive Jurisdiction or Authority by delegation from another government or legal entity in Canada.

Registry of Métis Government Laws

8.33 The Métis Government will maintain a public registry in a manner that it determines acceptable wherein all Métis Government Laws will be posted in English and in any other language at the discretion of the Métis Government, including Michif or French.

Application of Federal Law

- 8.34 Except as otherwise provided for in this Agreement, Federal Law applies to the Métis Government and its Institutions established under 8.14 (a).
- 8.35 The Treaty will include provisions addressing the Jurisdiction and Authority of the Métis Government, including in respect of the relationship of laws and conflict rules.

Application of the Charter

- 8.36 If the Implementation Legislation receives royal assent and it provides for the recognition of the Métis Government and its mandate and roles prior to the Treaty Implementation Date, the Charter will apply to the Métis Government and all of its Institutions established under 8.14 (a) consistent with the common law and with due regard to section 25 of the Charter.

CHAPTER 9: CONSTITUTION

- 9.01 The Métis Government, based on consultations with its Citizens and the Métis Communities Represented by the MNO, will work towards the adoption of a Constitution that will, at a minimum, address the following matters:
- (a) the definition of, and requirements for being, a Citizen;
 - (b) the Governance Structures of the Métis Government that represent the Métis Communities Represented by the MNO at the local and regional levels;
 - (c) the processes for leadership selection;
 - (d) financial management and accountability of the Métis Government to its Citizens;
 - (e) enactment and amendment procedures for Métis Government Laws;
 - (f) the delegation of Jurisdiction and Authority to Governance Structures;
 - (g) internal appeal and redress mechanisms; and
 - (h) amending processes for the Constitution.
- 9.02 The Constitution will be ratified through a Constitution Ratification Process that will:
- (a) provide all Citizens who are at least 16 years of age on the last voting day of the ratification vote an opportunity to vote on the Constitution;
 - (b) have established rules and procedures that will be made publicly available and will require that, at a minimum, fifty percent of those Citizens who vote on the Constitution vote in favour of its ratification; and
 - (c) ensure that the Métis Communities Represented by the MNO have a meaningful opportunity to participate and provide informed consent in relation to the ratification of the Constitution.
- 9.03 The Métis Government is committed to ensuring that a Constitution will include Governance Structures at the local and regional levels to continue to represent Métis Communities in Ontario with respect to the Métis Rights, interests, and claims held by those Métis Communities.
- 9.04 This Chapter replaces and supersedes Chapter 6 of the MGRSA and fulfills the requirements set out in 23.05 and 23.07 of the MGRSA related to the ratification of a Constitution.
- 9.05 The recognition set out in Chapter 6 and the Jurisdiction and Authority set out in Chapter 8 are not contingent or dependent on the ratification of a Constitution.

PART IV FISCAL RELATIONSHIP BETWEEN THE PARTIES

CHAPTER 10: FISCAL ARRANGEMENTS AND AGREEMENTS

10.01 The ongoing financing of the Métis Government is a shared responsibility of the Parties.

10.02 The Parties will work together to enter into and maintain Fiscal Arrangements that:

- (a) are intended to ensure that the Métis Government has access to sufficient fiscal resources to meet its Expenditure Need;
- (b) advance the goals of:
 - i. Citizens having equal opportunities for well-being to those of other Canadians;
 - ii. achieving and maintaining equity in socio-economic outcomes between Citizens and other Canadians;
 - iii. supporting the political, social, economic, and cultural development of the Métis Communities Represented by the MNO;
 - iv. the Métis Government having the means to preserve, protect, use, develop, and transmit the language, culture, and heritage of Citizens, the Métis Communities Represented by the MNO, and the Métis Nation, including the past, present, and future manifestations of that culture, and contributing to the revitalization of Michif; and
 - v. Citizens having access to public programs and services that are reasonably comparable to those available to other Canadians in similar circumstances; and
- (c) take into account:
 - i. the population and geographic distribution of Citizens and Métis Communities in Ontario served by the Métis Government;
 - ii. the unique and distinct structure of the Métis Government, as established and operated from time to time;
 - iii. other unique cultural features or traditional decision-making institutions or practices of the Métis Communities Represented by the MNO and the Métis Government; and
 - iv. the desirability that Fiscal Arrangements should be reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.

- 10.03 After the signing of this Agreement, the Parties will work together to reach a Fiscal Financing Agreement to satisfy the requirements of 10.02 and address, among other things:
- (a) the Métis Government's responsibilities under this Agreement, a Supplementary Self-Government Agreement, or the Treaty contemplated under Part VI;
 - (b) how transfer payments from Canada to the Métis Government will be calculated and made, including:
 - i. if, how, and in what circumstances the own-source revenues or own-source revenue capacity of the Métis Government will be considered; and
 - ii. the manner in which transfer payments may be adjusted during the term of the Fiscal Financing Agreement;
 - (c) procedures for resolving disputes related to the implementation or interpretation of the Fiscal Financing Agreement;
 - (d) the process for the amendment, extension, renewal, or replacement of the Fiscal Financing Agreement;
 - (e) the term of the Fiscal Financing Agreement;
 - (f) reporting requirements; and
 - (g) any other provisions agreed to by the Parties.
- 10.04 The Parties may agree to replace a Fiscal Financing Agreement with another Fiscal Arrangement that addresses the commitments in 10.02.
- 10.05 The Métis Government is committed to ensuring that it will provide a reasonable amount of funding from any Fiscal Financing Agreement signed with Canada to support the Governance Structures at the local and regional levels, as set out in the Constitution, to enable the Métis Communities Represented by the MNO to continue to have a meaningful role in the Métis Government.
- 10.06 Except as expressly provided for in this Agreement, nothing in this Agreement and no exercise of Jurisdiction or Authority set out in this Agreement will be interpreted as creating a financial obligation or service responsibility for either Party.
- 10.07 Any payments required for the purposes of a Fiscal Arrangement are subject to an appropriation by the Parliament of Canada for those purposes.
- 10.08 Except as otherwise provided in this Agreement, nothing in this Agreement affects other funding arrangements in force between the Parties.

PART V IMPLEMENTATION LEGISLATION

CHAPTER 11: TIMING AND CONTENT

Timing

11.01 As soon as practicable after the Effective Date and before concluding the Treaty, the Minister will recommend the introduction of the Implementation Legislation in the Parliament of Canada.

Content

11.02 The Minister will recommend that the Implementation Legislation includes:

- (a) the following purpose and objectives:
 - i. advancing the longstanding goal of the Métis people for recognition of their unique identity, culture, and governance on a nation-to-nation, government-to-government basis;
 - ii. contributing to the implementation of the Declaration;
 - iii. recognizing the Métis Communities Represented by the MNO's inherent right to self-determination, including the right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982*, and the Métis Government's mandate and role in representing those Métis Communities in Ontario; and
 - iv. providing a legislative framework to give legal force and effect to the Treaty contemplated by this Agreement;
- (b) provision for the following to take effect upon royal assent of the Implementation Legislation:
 - i. affirmation of the Métis Communities Represented by the MNO's inherent right to self-determination, including the right of self-government recognized and affirmed by section 35 of the *Constitution Act, 1982*;
 - ii. confirmation that the Métis Government is exclusively mandated to represent, advance, and deal with the rights, interests, and claims of the Métis Communities Represented by the MNO, including the right of self-government;
 - iii. recognition that the Métis Government is the authorized and democratic representative of the Métis Communities Represented by the MNO with the responsibility for providing responsible and accountable

self-government based on the roles, responsibilities, and duties set out in its Constituting Documents or Constitution;

- iv. confirmation that the Métis Government is the Indigenous Governing Body that represents the Métis Communities Represented by the MNO; and
- v. the Implementation Legislation is binding on the Crown;
- (c) provision for the following to take effect on the Treaty Implementation Date:
 - i. the Treaty will be approved, given effect, declared valid, and have the force of law, is a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, and will be binding on, and may be relied on, by all persons or bodies; and
 - ii. a person or body has the powers, rights, privileges, and benefits conferred on the person or body by the Treaty and must perform the duties and is subject to the liabilities imposed on the person or body by the Treaty;
- (d) provision for a Supplementary Self-Government Agreement to be declared as having the force of law, be binding on, and may be relied on, by all persons or bodies upon issuance of an Order in Council providing for such; and
- (e) such other matters that the Parties agree should be addressed in the Implementation Legislation.

Introduction of the Implementation Legislation

11.03 Before the Minister recommends the introduction of the Implementation Legislation in the Parliament of Canada, the Minister will ensure the Métis Government supports the proposed Implementation Legislation.

11.04 If the bill proposing the Implementation Legislation is introduced in the Parliament of Canada but does not receive royal assent because:

- (a) a session of the Parliament of Canada has ended, the Minister will reintroduce the bill in the following session, or as soon as practicable; or
- (b) it is defeated in the Parliament of Canada, the Parties will forthwith negotiate and seek to reach agreement on any amendments to this Agreement or discuss any necessary changes to the Implementation Legislation in order to obtain royal assent of the Implementation Legislation and, subject to 11.03, the Minister will introduce the amended Implementation Legislation on a timely basis.

Amendments to the Implementation Legislation

- 11.05 Before the Minister recommends an amendment to the Implementation Legislation to the Parliament of Canada after it has received royal assent, the Minister will ensure the Métis Government supports the proposed amendment.

PART VI THE TREATY

CHAPTER 12: NEGOTIATION AND CONTENT OF THE TREATY

- 12.01 The Parties are committed to negotiations with a view to reaching a self-government Treaty within two years after the Effective Date that is:
- (a) consistent with the purpose of this Agreement; and
 - (b) protected within the meaning of section 35 of the *Constitution Act, 1982*.
- 12.02 The Treaty will provide that the MGRSA and this Agreement are superseded by the Treaty, and the Parties agree the Treaty will be the basis for their relationship as of the Treaty Implementation Date.
- 12.03 The Treaty may include provisions from this Agreement or the MGRSA, adapted as may be agreed to by the Parties, and will address:
- (a) the Jurisdiction and Authority of the Métis Government, including matters related to the relationship of laws, conflict rules, and the administration of Métis Government Laws;
 - (b) the legal status and capacity of the Métis Government, Governance Structures, and Institutions established under 8.14 (a);
 - (c) processes for the ratification and amendment of the Treaty;
 - (d) provisions for the negotiation of Supplementary Self-Government Agreements;
 - (e) the tax treatment of the Métis Government, Governance Structures, and Institutions through a tax treatment agreement;
 - (f) Canada's international legal obligations, including a process of collaboration to ensure that Canada is able to comply with its international legal obligations;
 - (g) dispute resolution and other intergovernmental relations matters;
 - (h) a mutually agreeable Treaty implementation plan;
 - (i) the application of Federal Laws and the Charter; and
 - (j) such other matters as agreed by the Parties.
- 12.04 If the Treaty is not ratified or if the Parties cannot agree on the terms of the Treaty within two years after the Effective Date, the Parties will review this Agreement to consider what, if any, amendments to this Agreement should be made in accordance with 16.09.

CHAPTER 13: TREATY IMPLEMENTATION REQUIREMENTS

13.01 The Parties agree that the following requirements must be met before the Treaty Implementation Date:

- (a) the Métis Government has a Constitution;
- (b) the Treaty has been ratified by the Parties based on the processes set out in the Treaty;
- (c) the Treaty has been signed by the Parties;
- (d) the Parties have signed:
 - i. a tax treatment agreement, dealing with the tax treatment of the Métis Government, including its Governance Structures and Institutions and any other tax related matters agreed to by the Parties;
 - ii. a Fiscal Financing Agreement, as contemplated in Chapter 10; and
 - iii. a Treaty implementation plan;
- (e) the Parties have agreed to a Treaty Implementation Date; and
- (f) the Order in Council referred to in the Implementation Legislation has been made.

13.02 The Métis Government is committed to the processes contemplated in 13.01 (b) to ensure that the Métis Communities Represented by the MNO have a meaningful opportunity to participate within and provide informed consent in relation to the ratification of the Treaty.

13.03 The requirements for the implementation of the Treaty set out in this Agreement, replace and supersede the requirements in Chapter 5, 23.01, and 23.03 of the MGRSA related to the ratification requirements for that agreement and a Constitution.

PART VII GENERAL PROVISIONS

CHAPTER 14: OBLIGATIONS AND IMPLEMENTATION

Implementation of this Agreement

- 14.01 The Parties agree that the honour of the Crown applies to all aspects of their relationship, including the application, interpretation, and implementation of this Agreement, and they will act diligently and in good faith in the implementation of this Agreement.
- 14.02 The implementation of this Agreement is not contingent on the participation of Ontario.

Obligations to Negotiate and Fund

- 14.03 The Parties agree to participate in good faith negotiations to advance the purpose of and the commitments in this Agreement. Canada will provide funding to the Métis Government to participate in the ongoing negotiations between the Parties.

Obligations with Respect to Addressing Métis Rights, Interests or Claims

- 14.04 Canada is committed to working with the Métis Government to support research and better understand, assess, and potentially seek federal mandates to negotiate, address, or resolve Métis claims against Canada, including those referred to in 3.01 (e).
- 14.05 The Parties agree to work together, on a government-to-government basis, to co-develop a process or policy that advances the commitment set out in 14.04, subject to Canada securing any required federal approvals or authorizations.
- 14.06 The Métis Government is committed to ensuring that any processes, discussions, or negotiations related to a specific Métis Right, interest, or claim collectively held by any one or more of the Métis Communities Represented by the MNO will include the Governance Structures representing those Métis Communities.
- 14.07 The Métis Government is committed to ensuring that any arrangements or agreements flowing from this Agreement or the Framework Agreement that impact the specific Métis Rights, interests, or claims collectively held by one or more of the Métis Communities Represented by the MNO will require the approval of the relevant Métis Community or Métis Communities.
- 14.08 Consistent with the commitment set out in 14.07, the Métis Government recognizes that the Citizens who are the descendants of the relevant Métis Community or Communities have the exclusive right to approve and benefit from any proposed arrangement, agreement, or settlement related to a claim of a specific Métis Community Represented by the MNO, subject to any beneficiary requirements the descendants agree to or approve.

No Favoured Métis Nation Government

- 14.09 Canada is negotiating with Métis Nation Governments that represent various successor collectivities to the Historic Métis Nation that together make up the Métis Nation.
- 14.10 Canada affirms its commitment to treating all Métis Nation Governments it is negotiating with in a fair, equitable, and transparent manner while respecting the confidentiality of each negotiation and the diversity and unique interests of each Métis Nation Government.
- 14.11 Consistent with the commitment set out in 14.10, while negotiations for the Treaty are ongoing, Canada will notify the Métis Government in writing if it adopts or implements a new or revised federal policy or technique with respect to rights of the Métis, including the inherent right to self-determination or the right of self-government.
- 14.12 Canada will provide notice to the Métis Government, including relevant information for the Métis Government to understand the new or revised federal policy or technique, within thirty days after making the new or revised federal policy or technique public.
- 14.13 If the Métis Government confirms its interest in writing after receipt of the notice under 14.12, Canada is committed to negotiating and making amendments to this Agreement and other agreements in place between the Parties to ensure that the Métis Government is able to benefit from new or revised federal policies or techniques.

Dispute Resolution between the Parties

- 14.14 Before resorting to litigation, the Parties will endeavour to resolve any dispute in respect of the application, interpretation, or implementation of this Agreement informally, including by a meeting of senior officials, which may include the President of the Métis Government and the Minister.

Judicial Determination in Respect of Validity

- 14.15 If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid or unenforceable:
- (a) the provision will be treated as if it had been severed from this Agreement to the extent of the invalidity or unenforceability;
 - (b) the Parties will do their best to amend this Agreement to remedy or replace the provision; and
 - (c) the rest of the provisions and this Agreement:
 - i. remain in full force; and
 - ii. are to be interpreted, as far as possible, to give effect to the intentions of the Parties.

- 14.16 Neither Party will challenge, or support a challenge to, the validity of any provision of this Agreement.

No Implied Waiver

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

CHAPTER 15: NO EFFECT ON MÉTIS RIGHTS OR CLAIMS, OTHER ABORIGINAL PEOPLES, THE CONSTITUTION OF CANADA, OR ACCESS TO FUNDING AND BENEFITS

No Effect on Existing or Future Métis Rights, Interests, or Claims

15.01 Nothing in this Agreement or the Implementation Legislation extinguishes, defines, creates, modifies, limits, prejudices, restricts, or surrenders:

- (a) any Métis Right or other rights or freedoms protected by section 25 of the *Constitution Act, 1982*, in particular the inherent right to self-determination, including the right of self-government, or any other inherent jurisdiction, right, freedom, interest, or claim, that is held or exercised collectively by the Métis Communities Represented by the MNO, or any component thereof, anywhere in Canada; or
- (b) any constitutional duty or obligation owed by Canada to the Métis Communities Represented by the MNO, or any component thereof, anywhere in Canada.

15.02 Nothing in this Agreement is intended to address any outstanding legal or constitutional duties or obligations that may be owed to the Métis Communities Represented by the MNO, or any component thereof, including those referred to in 3.01 (e).

No Effect on other Aboriginal Peoples

15.03 Nothing in this Agreement affects, recognizes, or provides any rights recognized and affirmed by section 35 of the *Constitution Act, 1982* of:

- (a) any Indigenous community, collectivity, or people other than the Métis Communities Represented by the MNO; or
- (b) any other Indigenous community, collectivity, or people situated in Ontario who are distinct from the Métis Communities Represented by the MNO and not represented by the Métis Government.

15.04 If a court of competent jurisdiction finally determines that any Aboriginal People, other than the Métis Communities Represented by the MNO, have rights under section 35 of the *Constitution Act, 1982* that are adversely affected by a provision of this Agreement:

- (a) the provision will operate and have effect to the extent that it does not adversely affect those rights; and
- (b) if the provision cannot operate and have effect in a way that it does not adversely affect those rights, the Parties will make best efforts to amend this Agreement to remedy or replace the provision.

- 15.05 If Canada enters into a treaty or a land claims agreement, within the meaning of section 35 of the *Constitution Act, 1982*, with another Aboriginal People and that agreement adversely affects the Métis Communities Represented by the MNO's rights that are set out in this Agreement, Canada will provide the Métis Communities Represented by the MNO with additional or replacement rights or other appropriate remedies.

No Effect on the Constitution of Canada

- 15.06 This Agreement does not alter the Constitution of Canada in any way, including:

- (a) the distribution of powers set out in the *Constitution Act, 1867*;
- (b) Métis inclusion in subsection 91(24) of the *Constitution Act, 1867*; or
- (c) any constitutional duties or obligations owing to the Métis Communities Represented by the MNO that flow from the Constitution of Canada.

No Effect on Métis Access to Funding or Benefits

- 15.07 Nothing in this Agreement affects the ability of the Métis Communities Represented by the MNO, the Métis Government, Governance Structures, Institutions, or Citizens from:

- (a) applying for, participating in, or benefitting from programs and services established or provided by Canada or a province for Indigenous People generally or for Métis in particular, in accordance with criteria established for those programs and services from time to time, unless funding for those programs and services has been incorporated into a Fiscal Arrangement or other funding agreement in force between the Parties; or
- (b) accessing or benefiting from a right they may be constitutionally or legally entitled to as a beneficiary.

- 15.08 Nothing in this Agreement is intended to or will be interpreted as limiting or excluding the Métis Communities Represented by the MNO, the Métis Government, Governance Structures, Institutions, or Citizens from applying for, accessing, or receiving provincial funding.

- 15.09 Nothing in this Agreement is intended to or will be interpreted as limiting or excluding the Métis Communities Represented by the MNO, the Métis Government, Governance Structures, Institutions, or Citizens from applying for or bidding on any commercial, economic, or other activity or project for which they would otherwise be eligible.

CHAPTER 16: INDEMNIFICATION, REPRESENTATIONS, WARRANTIES, WAIVER, ASSIGNMENT, ENUREMENT, AND AMENDMENT

Indemnification

- 16.01 The Métis Government will indemnify and save harmless Canada, its employees, and its agents from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of the Métis Government, its employees or its agents in relation to:
- (a) the Métis Government's Authority to represent the Métis Communities Represented by the MNO and to enter into this Agreement on behalf of the Métis Communities Represented by the MNO; and
 - (b) the exercise of any rights, Jurisdiction, Authority, or responsibilities arising from a Métis Government Law that occur between the Effective Date and the Treaty Implementation Date.
- 16.02 Canada will indemnify and save harmless the Métis Government, its employees, and its agents from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of Canada, its employees, or its agents in relation to Canada's recognition of the Métis Government and its Jurisdiction and Authority set out in this Agreement.
- 16.03 The Party that is the subject of a claim, demand, action, or proceeding that may give rise to liability for which an indemnity is provided in 16.01 or 16.02 will:
- (a) defend the claim, demand, action, or proceeding; and
 - (b) not settle or compromise the claim, demand, action, or proceeding except with the consent of the Party that has agreed to indemnify, which consent will not be arbitrarily or unreasonably withheld or delayed.

Representations and Warranties

- 16.04 Canada represents and warrants, with the intent and understanding that the representations and warranties will be relied on by the Métis Government in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is binding on, enforceable, and justiciable between the Parties.
- 16.05 The MNO represents and warrants, with the intent and understanding that the representations and warranties will be relied on by Canada in entering into this Agreement, that it has the Authority to enter into this Agreement and that this is binding on, enforceable, and justiciable between the Parties.

Non-Reliance

16.06 Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

Assignment

16.07 Except as otherwise agreed to by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.

Enurement

16.08 This Agreement enures to the benefit of and is binding upon:

- (a) the MNO and its successors, assigns, and agents; and
- (b) Canada, its heirs, successors, and agents.

Amendment

16.09 After the Effective Date and before the Treaty Implementation Date, this Agreement may be amended on the written consent of the Parties.

16.10 At the request of the Métis Government, Canada agrees to review this Agreement to address:

- (a) any substantial advancements, developments, or benefits arising from the common law related to Aboriginal or treaty rights;
- (b) any amendments to Federal Law, other than the common law, that are directly related to the matters set out in this Agreement;
- (c) any changes in federal policy or techniques relating to the matters set out in this Agreement, other than those referred to in 14.11;
- (d) innovations in any other agreement, including a land claims agreement or treaty, with another Indigenous Governing Body that includes provisions more favourable than those in this Agreement relating to the matters set out in this Agreement; or
- (e) changes required because of unforeseen circumstances that significantly impact Métis Rights recognized in this Agreement.

16.11 Canada will notify the Métis Government in writing about any changes in federal policy or techniques referred to in 16.10 (c).

CHAPTER 17: COMMUNICATIONS, NOTICE, SIGNING, AND EFFECTIVE DATE

Communications and Notice

- 17.01 In this Chapter, “Communication” includes a notice, document, request, approval, authorization, or consent.
- 17.02 Unless otherwise set out in this Agreement, a Communication between the Parties will be:
- (a) delivered personally or by courier;
 - (b) transmitted by fax or other electronic means;
 - (c) mailed by prepaid registered post in Canada; or
 - (d) communicated by any other means agreed to by the Parties.
- 17.03 A Communication will be considered to have been given, made, or delivered and received if:
- (a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - (b) transmitted by fax or other electronic means and the sender receives confirmation of the transmission, at the start of business on the business day after the day on which it was transmitted;
 - (c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee; or
 - (d) communicated by any other means, received on a date agreed to by the Parties.
- 17.04 If no other address for delivery of a particular Communication has been provided by a Party, a Communication will be delivered, mailed to the addressee, or transmitted to the fax number of the intended recipient as set out below:

For: Canada

Attention: Minister of Crown-Indigenous Relations
10 Wellington Street
Gatineau, Quebec, K1A 0H4
Fax: (819) 953-4941

For: MNO

Attention: Métis Nation of Ontario President
66 Slater Street, Suite 1100, 11th Floor
Ottawa, ON, K1P 5H1
Fax: (613) 798-1488

17.05 A Party may change its address, fax number, or other delivery method by giving written notice of the change to the other Party.

Signing of this Agreement

17.06 This Agreement will be signed by the Parties after:

- (a) approval by the PCMNO authorizing the signing of this Agreement on behalf of the MNO; and
- (b) approval by the federal Cabinet authorizing the Minister to sign this Agreement on behalf of Canada.

Counterparts

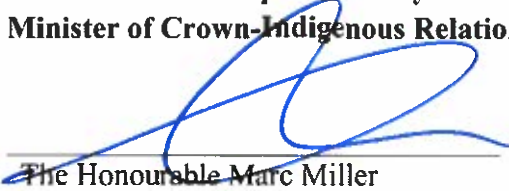
17.07 This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to the other Party by fax or by other electronic means in portable document format (“PDF”) and a fax or PDF so transmitted will constitute an original document. Signed counterparts held by a Party, taken together, will constitute one and the same instrument.

Effective Date

17.08 This Agreement comes into force upon signing by both Parties in accordance with 17.06.

THIS AGREEMENT IS SIGNED in the City of Toronto on February 23, 2023.

**HIS MAJESTY THE KING IN RIGHT
OF CANADA** as represented by the
Minister of Crown-Indigenous Relations


The Honourable Marc Miller



Witness

MÉTIS NATION OF ONTARIO as represented by the PCMNO

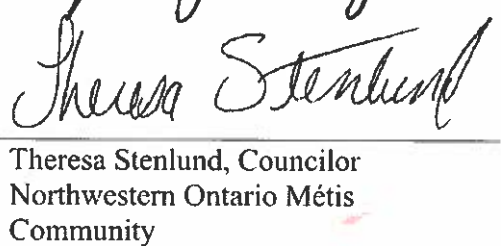

Margaret Froh, President

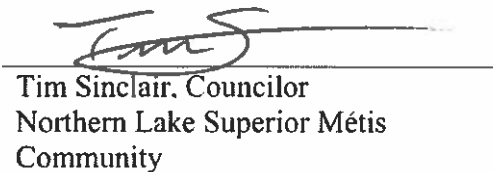

Hank Rowlinson, Chair

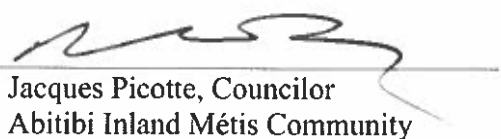

Sharon Cadeau, Vice-Chair


Jo Anne Young, Secretary-Treasurer


Rene Gravelle, Executive Senator


Theresa Stenlund, Councilor
Northwestern Ontario Métis
Community


Tim Sinclair, Councilor
Northern Lake Superior Métis
Community

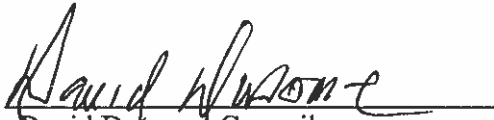

Jacques Picotte, Councilor
Abitibi Inland Métis Community



Mitchell Case, Councilor
Huron-Superior Métis Community



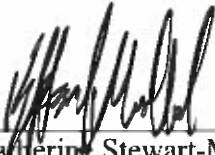
Roger Rose, Councilor
Mattawa/Ottawa River Métis
Community



David Dušome, Councilor
Georgian Bay Métis Community



Andrew Dufrane, Councilor
MNO Region 6



Katherine Stewart-McNeil,
Councilor MNO Region 8



Peter Rivers, Councilor
MNO Region 9



Hannah Bazinet, Councilor
Post-Secondary Representative



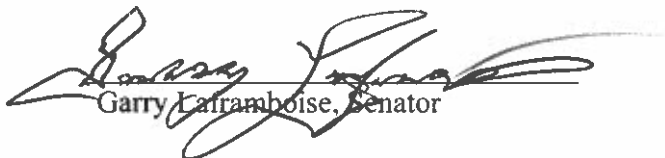
Jordyn Playne, Councilor
Youth Representative



Steven Callaghan, Senator



Liliane Ethier, Senator



Garry Laframboise, Senator

Appendix

Beginning in the late 1700s, distinct Métis communities emerged in various regions surrounding the Upper Great Lakes and along the waterways and fur trade routes of what is now known as Ontario. These Métis Communities, along with other Métis Communities that emerged in the historic North-West, developed their own shared customs, traditions, and collective identities that are rooted in their special Aboriginal relationship to the land, and a distinctive culture and way of life.

In the 19th Century, Métis Communities in Ontario asserted their collective rights, interests, and claims through political action and advocacy, including uprisings, petitions, and the negotiation of a collective adhesion to Treaty 3. In the 20th Century, and prior to the establishment of the MNO in 1993, Métis Communities in Ontario created their own local or regional bodies and participated in various pan-Aboriginal organizations to advance their rights, interests, and claims.

In the late 1970s and early 1980s, Métis Communities in Ontario participated in processes that ultimately led to the inclusion of section 35 in the *Constitution Act, 1982*, which expressly includes the Métis as one of the three “aboriginal peoples of Canada.”

In the early 1990s, the Métis Communities in Ontario participated in the development of the Métis Nation Accord, led by the Métis National Council, as a part of the Charlottetown Accord process, with the governments of Canada, Ontario, Manitoba, Saskatchewan, Alberta, British Columbia, and the Northwest Territories. As a result of the Charlottetown Accord being defeated in a national referendum, the Métis Nation Accord was ultimately not signed or implemented.

In 1993, a distinct group of Ontario Métis established the MNO as a Métis-specific government to advance Métis self-determination and self-government. As set out in the MNO Statement of Prime Purpose, the MNO was mandated to:

- research, publish, and promote the genealogical documentation of the Métis, and to establish and maintain a registry of the Métis Citizens of Ontario;
- establish democratic institutions based on the inherent right of self-government;
- re-establish land and resource bases;
- ensure that Métis can exercise their Aboriginal and treaty rights and freedoms and in so doing, act in a spirit of cooperation with other Aboriginal and non-Aboriginal people;

In 1993, the MNO supported Steve and Roddy Powley as Métis harvesters and Citizens who were charged with hunting without licenses outside of Sault Ste. Marie. At that time, Ontario did “not recognize any Métis right to hunt for food, or any “special access rights to natural resources” for the Métis whatsoever” (*R v Powley*, 2003 SCC 43 at para 47).

In 1994, the MNO incorporated the MNO Secretariat to act as its corporate and administrative arm. The MNO also became a governing member of the Métis National Council in 1994.

In 1995, Canada released its *Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government* that provided for negotiations with Métis based on limited mandates and self-government arrangements, including forms of public government, devolution of programs and services, and the development of institutions providing services.

Based on this limited approach to Métis self-government, the Parties engaged in bilateral processes that included the provision of capacity support for the MNO and its Governance Structures and Institutions. Ontario refused to engage in any tripartite discussions with the Parties until after the release of the Supreme Court of Canada's decision in *R v Powley*.

In 1996, the final report of the Royal Commission on Aboriginal Peoples was released and included a series of recommendations with respect to the Métis, including that "[p]olitical negotiation on a nation-to-nation or analogous basis be the primary method of resolving Métis issues." The Commission also wrote:

Ancestors of today's Métis Nation people established communities in parts of what is called the Métis Nation homeland in north central North America. The better-known settlements were at Sault Ste. Marie in present-day Ontario, at Red River and White Horse Plains in present-day Manitoba, at Pembina in present-day North Dakota, at Batoche in present-day Saskatchewan, and at St. Albert in present-day Alberta....

Although there are differences of opinion about precisely how far the Métis Nation extends beyond its prairie core, there is wide agreement that it includes some portions of Ontario, the Northwest Territories and British Columbia. [...] It is not for the Commission to say which Métis communities in the disputed areas form part of the Métis Nation and which do not. These are matters to be determined by the Métis Nation and the communities themselves. What we can say is that the Métis Nation is the most significant Métis collectivity in Canada.

In 2002, prior to the release of the Supreme Court of Canada's judgement in *R v Powley*, the MNO, as a part of the Métis National Council, participated in and supported the adoption of a national definition for citizenship within the Métis Nation through a Métis National Council General Assembly.

In 2003, in *R v Powley*, the Supreme Court of Canada directed governments and the Métis to negotiate in relation to the rights of the Métis and to work together to develop a "systematic method of identifying Métis rights-holders" based on "[objectively verifiable] proof of self-identification, ancestral connection, and community acceptance" to ensure that "the difficulty of identifying members of the Métis community must not be exaggerated as a basis for defeating their rights under the Constitution of Canada."

Since 2003, the MNO and other Métis Nation Governments have worked with Canada to develop a federal response to *R v Powley*, which included the development of national standards. Canada provides ongoing capacity funding to the MNO for the development of an objectively verifiable system for the identification of Métis Rights-Holders consistent with the guidelines set out by the Supreme Court of Canada in *R v Powley*.

In 2004, the MNO Annual Assembly amended the MNO bylaws and adopted a new definition and process for the registration of its Citizens that was consistent with the national definition adopted through the Métis National Council General Assembly and the criteria set out by the Supreme Court of Canada in *R v Powley*. Also in 2004, the MNO and Ontario reached an interim harvesting agreement that recognized a limited number of MNO Harvesters Card holders until an independent evaluation of the MNO's Harvesters Card system could be performed.

In 2009, the MNO adopted a Registry Policy, on an interim basis, to provide further clarity on the requirements for citizenship within the MNO. In 2014, this Registry Policy was formally adopted by the MNO Annual General Assembly and forms part of its Constituting Documents.

In 2015, the Ontario legislature passed adopted the *Métis Nation of Ontario Secretariat Act*. The preamble of this legislation states:

Métis Nation of Ontario Secretariat is a corporation without share capital incorporated under the *Corporations Act*. It is the corporate and administrative arm of the Métis Nation of Ontario, which was created to represent and advocate on behalf of its registered citizens, and the Métis communities comprised of those citizens, with respect to their collective rights, interests and aspirations, as well as to provide social, economic and cultural supports to Métis individuals, families and communities through a province-wide service delivery system.

The Métis Nation of Ontario maintains a centralized registry of its citizens. The members of Métis Nation of Ontario Secretariat are citizens of the Métis Nation of Ontario, with defined rights and responsibilities, as set out in the Secretariat's constituting documents and by-laws.

The citizens of the Métis Nation of Ontario identify as descendants of the Métis people that emerged in west central North America with their own language (Michif), culture, traditions and way of life. These Métis people collectively refer to themselves as the Métis Nation, which includes Métis communities within Ontario.

Through Métis Nation of Ontario Secretariat, the MNO has established various democratically elected governance structures at the local, regional and provincial levels to represent its citizens. The Government of Ontario recognizes that the Secretariat's status as a governance structure that represents its citizens at the local, regional and provincial levels creates operational realities that are distinct from other Ontario not-for-profit corporations.

In 2017, after over a decade of collaborative work and engagement, and based on the “framework for identifying Métis communities in other areas of the province and other parts of Canada” set out in *R v Powley*, the MNO and Ontario publicly announced the “identification of historic Métis communities located throughout Ontario.” These include:

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

In 2017, the MNO, Canada, and Ontario signed the Framework Agreement that set out the purpose for negotiations in section 1.1 as follows:

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*, including by:

- i. recognizing the MNO as a Métis government with decision-making authority over its own roles and functions, processes and relationships with its Citizens and Communities; and
- ii. establishing processes wherein the collectively-held rights and credible claims of Métis communities in Ontario represented by the MNO may be determined, recognized and respected; and
- iii. working towards reaching bilateral or trilateral arrangements that invest in, support and enhance the cultural, social, physical, emotional, spiritual and economic wellbeing of Métis communities in Ontario represented by the MNO and Ontario Métis generally.

At the same time, the Northwestern Ontario Métis Community Agreement was signed.

In January 2018, an independent review of the MNO Harvester Card system, that was supported by Ontario, confirmed the reliability of the MNO Harvester Card system for identifying Métis rights-holders consistent with the criteria set out in *R v Powley*.

In April 2018, following the independent review of the MNO Harvester Card system noted above, the MNO and Ontario signed the Framework Agreement on Métis Harvesting that recognizes and accommodates Métis harvesting rights in various areas throughout the province.

Based on the above, Canada has engaged in intergovernmental relations, discussions, and negotiations with the MNO that have led to common understandings being reached and consolidated through a series of agreements that advance reconciliation between the Parties, including the:

- Consultation Agreement (July 31, 2015);
- MNO-Canada Memorandum of Understanding on Advancing Reconciliation (February 3, 2017);
- Canada-Métis Nation Accord (April 13, 2017);
- Framework Agreement (December 11, 2017);
- Northwestern Ontario Métis Community Agreement (December 11, 2017);
- MGRSA (June 27, 2019); and
- MNO-Canada Interim Fiscal Financing Agreement (February 26, 2021).