



Canada

**MEMORANDUM OF UNDERSTANDING ON ADVANCING RECONCILIATION  
("MOU")**

**BETWEEN:**

**MANITOBA METIS FEDERATION INC.  
as represented by its President  
("MMF")**

-and-

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

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

**WHEREAS** on April 15, 1981, the MMF commenced litigation against Canada in relation to the land grant provisions set out in the *Manitoba Act, 1870* for the purpose of securing a judicial declaration to assist it in extra-judicial negotiations with the Crown in pursuit of the overarching constitutional goal of reconciliation that is now reflected in s. 35 of the *Constitution Act, 1982*;

**AND WHEREAS** on March 8, 2013, the Supreme Court of Canada released its decision in *Manitoba Metis Federation Inc. v. Canada (AG)* and held “[t]he unfinished business of reconciliation of the Métis people with Canadian sovereignty is a matter of national and constitutional import” and issued a declaration “[t]hat the federal Crown failed to implement the land grant provision set out in s. 31 of the *Manitoba Act, 1870* in accordance with the honour of the Crown”;

**AND WHEREAS** the Supreme Court of Canada recognized that the claim of the Manitoba Métis Community was “not a series of claims for individual relief” but a “collective claim for declaratory relief for the purposes of reconciliation between the descendants of the Métis people of the Red River Valley and Canada” and went on to grant the MMF standing by concluding “[t]his collective claim merits allowing the body representing the collective Métis interest to come before the court”;

**AND WHEREAS** Canada is committed to working, on a nation-to-nation basis, with the Métis Nation, through bilateral discussions and engagement with the MMF, in order to advance reconciliation and renew the relationship through cooperation, respect for Métis rights, and ending the status quo;

**AND WHEREAS** the MMF President and the Minister of Indian Affairs and Northern Development have met and agreed that their representatives will engage in a time-limited, exploratory discussion table with a view to identifying a mutually-acceptable path to advance reconciliation in a manner consistent with the Supreme Court of Canada's decision in *Manitoba Metis Federation Inc. v. Canada*;

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

1. The Parties will establish and participate in an exploratory discussion table.
2. The objective of the exploratory discussion table will be to develop a mutually-acceptable framework agreement to advance reconciliation in a manner consistent with the Supreme Court of Canada's decision in *Manitoba Metis Federation Inc. v. Canada*.
3. The Parties recognize the importance of having the Province of Manitoba's participation in a process to advance reconciliation, and will, when and where appropriate, encourage the Province of Manitoba to contribute to the exploratory discussion table's discussions as an active participant.
4. If the Parties are able to develop a mutually-acceptable framework agreement through the exploratory discussion table, the Minister of Indian Affairs and Northern Development will then take measures aimed at obtaining a formal negotiation mandate.
5. Unless the Parties otherwise agree, the exploratory discussion table will have at least one meeting every six weeks from the date this MOU comes into force, and, subject to paragraph 13, the exploratory discussion table's discussions will conclude by September 2016.
6. Each Party will determine who will represent it at the exploratory discussion table.
7. The Parties will jointly select a suitable time and place for each meeting.
8. The Parties recognize that the MMF requires reasonable capacity to participate in the exploratory discussion process contemplated under this MOU. The Parties will work to develop a mutually-acceptable workplan and budget to support the MMF's participation in the exploratory discussion table. Any workplan, budget and funding agreement shall be consistent with the policies of the Department of Indian Affairs and Northern Development.

9. Except for this paragraph 9 and paragraphs 10, 12 and 15, this MOU is not legally binding, is intended only as an expression of good will and political commitment, and does not create, amend, recognize or deny any legal or constitutional right or obligation on the part of either Party.

10. Whether or not disclosed to citizens of the MMF, to a third party or to the public,

- a. this MOU (other than paragraphs 9, 10, 12 and 15),
- b. all discussions of the exploratory discussion table, and
- c. all records, information and communications that disclose the content of discussions or the content of a Party's positions or views

will be without prejudice to the legal rights of, and to the positions which may be taken by, any Party in any legal proceeding, negotiation or otherwise. Except for the purpose of enforcing paragraph 9, 10, 12 and 15, the Parties will not seek admission of or voluntarily tender, in a court of law or in any proceeding before a tribunal or board, evidence respecting this MOU or respecting any item mentioned in (b) or (c) of this paragraph 10.

11. The Parties will discuss the possibility of establishing a joint communications approach in relation to this MOU, which may include details on how and when the Parties would jointly inform the public or the media of the fact of this MOU and its contents.

12. Unless the Parties agree otherwise, in advance and in writing,

- a. all discussions of the exploratory discussion table will be held in camera and remain confidential,
- b. a Party will not disclose any records, information or communications that reveal the content of discussions or the content of the other Party's positions or views, and
- c. during the term of the exploratory discussion table's discussions, a Party will not disclose any records, information or communications of the exploratory discussion table that reveal the content of the Party's own positions or views.

13. This MOU comes into force when signed and, subject to paragraph 14, will remain in effect until it is replaced by a subsequent agreement between the Parties.

14. Either Party may terminate this MOU on 30 days' written notice to the other Party.

15. Unless the Parties otherwise agree in writing, the provisions of paragraphs 9, 10, 12 and 15 will survive the conclusion of the exploratory discussion table's discussions and any termination of this MOU.

Signed and agreed to by the Parties on the dates set out below.

MANITOBA METIS FEDERATION INC.

Per:

\_\_\_\_\_  
David Chartrand  
President  
Manitoba Metis Federation

\_\_\_\_\_  
Date

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per:

\_\_\_\_\_  
The Honourable Carolyn Bennett  
Minister of Indian Affairs and Northern Development  
Government of Canada

\_\_\_\_\_  
Date