



FRAMEWORK AGREEMENT FOR ADVANCING RECONCILIATION

BETWEEN:

METIS SETTLEMENTS GENERAL COUNCIL
as represented by its President and Settlement Chairs
("MSGC")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Crown-Indigenous Relations Canada
("Canada")

(hereinafter referred to collectively as the "Governments" and individually as a
"Government")

WHEREAS the Metis are one of the Aboriginal peoples who occupied the historic Northwest prior to Canadian Confederation;

AND WHEREAS the Metis of the Metis Settlements have a unique and distinct history;

AND WHEREAS the Metis Settlements, by means of conferences and negotiations between the Province of Alberta ("Alberta") and representatives of the Metis population of the Province, had 12 settlements of land set aside for the exclusive use of settlement Metis by way of the *Metis Population Betterment Act*, S.A. 1938, 2nd Sess., c. 6;

AND WHEREAS Alberta rescinded and dissolved 4 Metis settlements (Wolf Lake Metis Settlement, Touchwood Metis Settlement, Marlboro Metis Settlement and Cold Lake Metis Settlement) and relocated those Metis to other settlements;

AND WHEREAS the MSGC asserts that loss of lands resulted in substantial loss of culture and economic opportunities;

AND WHEREAS the Metis Settlements deemed it necessary to federate to protect the collective interests of the historic settlements and their members, the Members being: Buffalo Lake Metis Settlement, East Prairie Metis Settlement, Elizabeth Metis Settlement, Fishing Lake Metis Settlement, Gift Lake Metis Settlement, Kikino Metis Settlement, Paddle Prairie Metis Settlement and Peavine Metis Settlement;

AND WHEREAS MSGC asserts that extensive discussions, founded in a spirit of consultation and co-operation between Alberta and the Alberta Federation of Metis Settlement Associations, sought to achieve the aspirations of the Metis Settlers to secure a land base for further generations, to gain local autonomy in their own affairs and to achieve economic self-sufficiency resulted in the *Metis Population Betterment Act* being repealed and replaced by the *Metis Settlements Act*, RSA 2000 c M-14 (“MSA”);

AND WHEREAS Alberta will be invited to become further involved in this Framework Agreement as contemplated in paragraphs 5.1 and 5.2 herein;

AND WHEREAS the MSGC represents the Metis of the Metis Settlements through democratically elected governance structures as established and recognized by Alberta within the *MSA; Metis Settlements Accord Implementation Act*, RSA 2000 c M-15; *Metis Settlements Land Protection Act*, c M-16; and the *Constitution of Alberta Amendment Act, 1990, c C-24* (“*Constitution of Alberta Amendment Act*”);

AND WHEREAS the *MSA* establishes the Metis Settlements General Council as the legal, political and governing body of the membership of the remaining eight Metis Settlements;

AND WHEREAS the *Constitution of Alberta Amendment Act* protects Metis Settlement lands and contains a provision that the *Act* can only be repealed by the provincial Legislature once the Metis Settlement land is protected by the Constitution of Canada;

AND WHEREAS *Alberta (Aboriginal Affairs and Northern Development) v. Cunningham*, [2011] 2 SCR 670 confirmed that:

- a) Land is important to the protection and enhancement of Metis identity, culture and self-governance;
- b) The *MSA* is not intended to fulfill the broad goal of benefitting all Alberta Metis, but the narrower goal of establishing a Metis land base to preserve and enhance Metis identity, culture and self-governance;
- c) The self-organization of the Metis community in Alberta is precisely what Alberta and the Alberta Metis together sought to achieve in developing the Settlement membership requirements found in the *MSA*;

AND WHEREAS *Daniels v. Canada (Indian Affairs and Northern Development)*, [2016] 1 SCR 99 confirmed the trial judge's decision that a fiduciary relationship be established between the Crown and the Metis, who also have the right to be consulted and negotiated with by the Federal Government;

AND WHEREAS the MSGC, on behalf of its Settlement Members, asserts Aboriginal rights and outstanding claims and seeks to advance reconciliation by working with

Canada to improve the individual and collective well-being of the Metis Settlements and to close the socio-economic gaps between the Settlement Members and other Canadians;

AND WHEREAS nothing in this Agreement constitutes an expression by the Governments of any definitive legal views with respect to the existence, scope or content of any Aboriginal rights protected under section 35 of the *Constitution Act, 1982*, or how such a right may be defined at law;

AND WHEREAS nothing in this Agreement will be construed as prejudicing, limiting or restricting either Government's position with respect to any Aboriginal rights;

AND WHEREAS Canada is committed to working on a government-to-government basis with the Metis Settlements through negotiations with the MSGC to advance reconciliation and renew the relationship through cooperation and respect;

AND WHEREAS the Governments executed a Memorandum of Understanding on Advancing Reconciliation on December 14, 2017, and, based on that memorandum, have engaged in an exploratory discussions process to develop this mutually agreeable Framework Agreement.

NOW THEREFORE THE GOVERNMENTS AGREE AS FOLLOWS:

DEFINITIONS

In this Framework Agreement, the following definitions apply:

- "Alberta" means Her Majesty the Queen in Right of the Province of Alberta.

- "Final Agreement" means the agreement contemplated under section 4.2 of this Framework Agreement.
- "Framework Agreement" means this agreement.
- "Immediate Priorities" means the measures contemplated by section 4.3.1 of this Framework Agreement.
- "Incremental Agreements" means those agreements contemplated under section 4.3.2 of this Framework Agreement.
- "Main Table" means the regular meetings of the Negotiators contemplated under section 3.4 of this Framework Agreement.
- "Negotiation Process" means the mutually agreeable process set out within this Framework Agreement.
- "Negotiators" means the individuals designated by each Government to the agreement. For greater clarity, on all tax-related matters, Finance Canada officials will be the Negotiators for Canada.
- "Principals" means the MSGC Assembly and the Minister of Crown-Indigenous Relations.
- "Purpose" means the underlying rationale for entering into this Framework Agreement, contemplated under section 1.1 of this Framework Agreement, that the Governments hope to address through arrangements or agreements reached under this Framework Agreement, whether immediate, incremental or final.

- "Shared Principles" means the mutually agreeable overarching principles of the Governments that they agree to consider and advance through any arrangements or agreements reached under this Framework Agreement, whether immediate, incremental or final.

1. THE PURPOSE OF THE NEGOTIATIONS

1.1. The Governments agree that the Purpose of the Negotiation Process contemplated under this Framework Agreement is to:

1.1.1 jointly develop a government-to-government relationship between the Crown and the MSGC that advances reconciliation between the Governments; and

1.1.2 work toward shared solutions that advance reconciliation between the Governments and other Indigenous groups and other Canadians, by, among other things:

- a) using the Recognition of Indigenous Rights and Self-Determination table as a process for Canada to engage directly with MSGC on an ongoing basis on matters which affect Metis Settlements members;
- b) developing effective intergovernmental processes between the MSGC and Canada that facilitate a government-to-government relationship;
- c) exploring the intent and scope of section 35 rights and claims assertions of Settlement Members which, if MSGC and Canada agree, may include working with Alberta and with other Indigenous representative groups in Alberta; and

- d) working towards bilateral or trilateral arrangements that invest in, support and enhance the cultural, social, physical, emotional, spiritual and economic well-being of the Settlement Members.

1.2. The Governments agree that the Purpose set out in section 1.1 will be advanced through the Negotiation Process described in this Framework Agreement with a view to arriving at mutually agreeable arrangements or agreements as further described below.

2 THE SHARED PRINCIPLES OF THE GOVERNMENTS

2.1 The Governments agree that the following Shared Principles will inform the negotiations of future arrangements or agreements, whether immediate, incremental or final:

2.1.1 Recognition that the Governments are committed to exploring ways and means to implement the *United Nations Declaration on the Rights of Indigenous Peoples*, the recommendations of the *Truth and Reconciliation Commission*, the recommendations of the *Royal Commission on Aboriginal Peoples*, the recommendations made in the report of the Minister's Special Representative, Thomas Isaac, "A Matter of National and Constitutional Import," and the principles respecting the Government of Canada's relationship with Indigenous peoples;

2.1.2 Recognition of the MSGC as the political governing body of the Metis Settlements, which is separate and apart from the Metis National Council and its affiliates, including the principle that MSGC is the appropriate government to

engage with on collaborative policy development that affects the Metis Settlements.

2.2 The Governments recognize that how these Shared Principles will be advanced will be determined through the Negotiation Process established in this Framework Agreement.

3 THE NEGOTIATION PROCESS

3.1 The Governments agree to engage in a Negotiation Process that fosters an open exchange of ideas, the frank discussion of interests and the joint analysis of issues. As a general principle, informal discussions are encouraged.

3.2 Any statements made during the Negotiation Process, whether written or oral, will be without prejudice to the legal positions that may be taken by any of the Governments in a court of law and will not be attributable to any Government.

3.3 The Negotiators will be responsible for the conduct and coordination of negotiations and keeping their Principals informed of the negotiations.

3.4 The Negotiators will agree on a schedule and location of negotiation meetings. It is expected that the Negotiators will meet, at a minimum, once every 6 to 8 weeks, unless otherwise agreed. Unless otherwise agreed to by the Negotiators, the negotiating sessions will not be formally chaired.

3.5 Prior to beginning negotiations, the Governments will share information on subject matters for discussion. Roles and responsibilities of the Governments will be determined on the basis of the subject matters and the interests presented.

Negotiations will be conducted at a Main Table.

3.6 The Main Table will be responsible for:

3.6.1 managing the Negotiation Process, including work planning and setting of priorities;

3.6.2 negotiation of any arrangements or agreements to be brought to the Governments during the Negotiation Process;

3.6.3 implementing and managing openness and information-sharing amongst the Governments throughout the Negotiation Process; and

3.6.4 implementing any agreed-upon dispute resolution mechanisms.

3.7 The Negotiators may establish *ad hoc* working groups to research and report on specific issues or concerns as they deem fit. Any such working groups will report to the Main Table.

4 ENGAGING IN A RESULTS-ORIENTED NEGOTIATION PROCESS

4.1 The Governments are committed to focusing their respective efforts and resources on negotiating arrangements that are timely, results-oriented and aimed at achieving shared and balanced solutions that address the Purpose and Shared Principles of this Framework Agreement. While not intended to be exhaustive or restrictive, the Governments have identified a series of subject matters that may be discussed as a part of the Negotiation Process, which are listed in Annex A.

4.2 The goal of the Negotiation Process identified in section 4.1 shall be realized through a Final Agreement, which the Governments recognize may be comprised of a series of arrangements, agreements and/or legislative amendments, that

effectively advances the Purpose and Shared Principles of this Framework Agreement.

4.3 In order to achieve timely results toward advancing reconciliation and fulfilling the Purpose and Shared Principles of the negotiations contemplated under this Framework Agreement, Negotiators may seek approvals from the Governments for the following types of arrangements and agreements over the course of negotiations:

4.3.1 Immediate Priorities: Measures intended to protect the interests of the Metis Settlements during negotiations referred to in 4.4.

4.3.2 Incremental Agreements: Agreements on individual or a group of matters listed in 4.5 in advance of, or in lieu of, a single, comprehensive Final Agreement.

4.4 Consistent with the results-oriented negotiation approach set out above, and without limiting the Governments' ability to explore and agree to further Immediate Priorities relating to those matters listed in Annex A, the Governments will focus their initial efforts and resources in support of and, where possible, to reach the following Immediate Priorities:

4.4.1 Engage with Crown-Indigenous Relations and Northern Affairs, Indigenous Services Canada and the Canada Mortgage and Housing Corporation in exploratory discussions around the unique needs and the existing structures dealing with housing on Metis Settlement lands.

- 4.4.2 Engage with Crown-Indigenous Relations and Northern Affairs and Public Safety Canada in exploratory discussions around community safety, crime prevention and policing.
- 4.4.3 Engage with Crown-Indigenous Relations and Northern Affairs, Health Canada, Indigenous Services Canada and other relevant health agencies to identify health priorities and possible programming and service gaps with MSGC.
- 4.4.4 Notwithstanding 4.4, nothing in this agreement is intended to preclude the Governments from reaching agreements intended to achieve reconciliation.
- 4.5 Consistent with the results-oriented negotiation approach set out above, the Governments will focus their initial efforts and resources on the following Incremental Agreements:
- 4.5.1 Engage with Crown-Indigenous Relations and Northern Affairs and Indigenous Services Canada to identify opportunities and gaps in relation to MSGC's provision of child and family services to Settlement Members and Metis Settlement communities.
- 4.5.2 Engage with Crown-Indigenous Relations and Northern Affairs and Employment and Social Development Canada to discuss skills training activities and employment supports under the Indigenous Skills and Employment Training Program and to identify opportunities to improve early learning and child care for children on the Metis Settlements.
- 4.6 Engage with all other relevant federal departments and agencies on MSGC priorities as identified in Annex A.

5 INVOLVEMENT AND PARTICIPATION OF ALBERTA

5.1 The Governments recognize that the MSGC is in a unique position, having been established and recognized by the Provincial Crown within the *MSA; Metis Settlements Accord Implementation Act, RSA 2000 c M-15; Metis Settlements Land Protection Act, c M-16*; and the *Constitution of Alberta Amendment Act, 1990, c C-24*. Given that the MSGC is established as a governing entity under provincial legislation, the Governments recognize that to achieve many initiatives outlined in this Framework Agreement Alberta's participation will be required. Alberta may be invited by MSGC as an observer or party to any negotiation meetings held under the auspices of this Framework Agreement.

5.2 Where Alberta expresses a willingness to become a participant in the Negotiation Process on a specific subject matter, Immediate Priorities or any agreement being discussed and negotiated between the Governments, the MSGC and Canada may consider the mechanism for including Alberta's participation.

6 COMMUNITY AND PUBLIC AWARENESS AND CONSULTATION

6.1 The Governments may agree to develop mutually agreeable communication materials or undertake joint information, engagement or consultation sessions with the public or other relevant stakeholders as required.

6.2 The MSGC is responsible for engagement and consultation with the Settlement Members.

6.3 Nothing in this Framework Agreement is intended to affect the Crown's obligation to consult other Indigenous groups whose credibly asserted or established Aboriginal

or treaty rights might be affected by arrangements or agreements negotiated under this Framework Agreement.

7 FUNDING AND CAPACITY

7.1 The Governments recognize that the MSGC requires reasonable capacity to participate in the Negotiation Process contemplated under this Framework Agreement. To support MSGC's participation in the Negotiation Process, Canada agrees to seek authority to provide funds in support of participation in the Negotiation Process.

7.2 In addition to the commitment set out in section 7.1 of this Framework Agreement, and subject to federal eligibility and program requirements, MSGC may access federal policies, funding and initiatives that support the participation of Indigenous groups in land, resources and self-government negotiations with Canada, which are subject to yearly appropriations of funds by Parliament.

8 GENERAL

8.1 Nothing in this Framework Agreement is intended or is to be interpreted so as to define, create, recognize, deny, affect, limit or amend any rights, duties or obligations of any of the Governments.

8.2 Nothing in this Framework Agreement creates any legally binding or enforceable obligations except for clauses 6.3 and 8.3.

8.3 All negotiations conducted under this Framework Agreement and all related documents are confidential, subject to settlement privilege and without prejudice to

legal obligations the Governments may have, including under the *Access to Information Act*.

8.4 Nothing in this Framework Agreement is intended to constitute Crown consultation or accommodation obligations that may be owed by Canada to the Metis Settlements.

8.5 Nothing in this Framework Agreement is to be construed as abrogating or derogating from the protection provided for the rights of the Indigenous peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.

8.6 This Framework Agreement may be amended with the written consent of the Governments.

This Framework Agreement is signed and agreed to effective this 17 day of December, 2018.


METIS SETTLEMENTS GENERAL COUNCIL

Per:


Gerald Cunningham
President


Witness

Metis Settlements General Council


Harold Blyan
Buffalo Lake Metis Settlement


Karen L'Hirondelle
East Prairie Metis Settlement


Irene Zimmer, Chair
Elizabeth Metis Settlement


Herb Lehr, Chair
Fishing Lake Metis Settlement


Art Tomkins, Chair
Gift Lake Metis Settlement


Lee Thom
Kikino Metis Settlement


Danielle Poitras
Paddle Prairie Metis Settlement


Ken Noskey, Chair
Peavine Metis Settlement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per:


Honourable Carolyn Bennett,
Minister of Crown-Indigenous Relations


Witness

ANNEX A

SUBJECT MATTERS FOR NEGOTIATIONS

Subject to the terms of this Framework Agreement, the Governments may address, among others, the following subject matters in the Negotiation Process:

Renewing the Relationship

1. Explore ways and means to achieve a predictable, viable and sustainable bilateral fiscal relationship that recognizes the unique fiscal responsibilities of the Metis Settlements.
2. Explore the intent and scope of Settlement Member rights and claims assertions, which, if MSGC and Canada agree, may include working with Alberta and with other Indigenous representative groups in Alberta.
3. Subject to Provincial concurrence, explore any opportunity to constitutionally protect Metis Settlement Lands.
4. Explore outstanding grievances in relation to St. Paul des Metis.
5. In partnership with Alberta, explore outstanding claims in relation to Wolf Lake Metis Settlement, Touchwood Metis Settlement, Marlboro Metis Settlement, Cold Lake Metis Settlement and other lands eliminated from the Settlements.

Recognition of Government

Recognizing that the MSGC is already an established governing body under the *MSA*, work in full partnership with Alberta to explore federal recognition of the MSGC's membership, registration, constitution and governance structures and institutions.

Supporting healthy, secure and prosperous Settlement Members

Identifying MSGC priorities as well as federal program and service gaps, including, but not limited to the following:

- Health
- Education
- Infrastructure and housing
- Child and family welfare
- Economic development
- Environmental protections
- Other areas as may be agreed by the Governments