

**Métis Nation within Saskatchewan
Self-Government Recognition and
Implementation Agreement**

-between-

Métis Nation - Saskatchewan

-and-

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

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PREAMBLE

WHEREAS:

- 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—an Indigenous People—emerged in the historic North-West with its unique multilingualism, its own collective identity, territory, laws, legal orders, self-government, institutions, national symbols, culture, arts, customs, way of life, and relationships to the land and other Indigenous Peoples prior to Canada's westward expansion;
- 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 after Confederation, and that this pre-existence 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*;
- D. A "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 the 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 purpose;
- E. The Métis Nation shares a history that encompasses the exercise of the inherent right to self-determination, including the right of self-government, over the generations, which exercise is comprised of, among other things:

- i. the 1815 rallying of Métis forces from along the Saskatchewan River Corridor culminating in the first military display of the red infinity flag at Fort John (on the Qu'Appelle River in present day Saskatchewan);
 - ii. on June 1, 1816, the seizure of Brandon House by Métis forces under the blue infinity flag;
 - iii. on July 18, 1816, the Battle of Seven Oaks (also known to the Métis as the Victory of the Frog Plain or *la Victoire de la Grenouillère*);
 - iv. the Métis buffalo hunt brigades governed by the Métis Nation's "Laws of the Buffalo Hunt" that spanned the historic North-West;
 - v. the Red River Resistance leading to the establishment of a first Provisional Government and the negotiation of the *Manitoba Act, 1870* to address Métis interests within the postage stamp province of Manitoba;
 - vi. the petitioning by Métis collectivities in response to the imposition of colonial laws and settlements on Métis land; and
 - vii. in 1885, the North-West Resistance, including the establishment of a second Provisional Government, the Battle of Duck Lake, the Battle of Fish Creek, and the Battle of Batoche, in what would become Saskatchewan, led to the execution of Louis Riel by Canada and the implementation of the Métis Scrip System to attempt to address Métis claims to land;
- F. Specifically, the Métis Nation within Saskatchewan has a history that encompasses the exercise of its inherent right to self-determination, including self-government, over generations, which exercise is comprised of, among other things, the following events:
- i. the first military display of the red infinity flag at Fort John after the 1815 rallying of Métis forces along the Saskatchewan River Corridor;
 - ii. political action and assertions by Métis collectivities throughout Saskatchewan in response to the imposition of colonial laws and settlement on Métis lands;
 - iii. in the early 1930s, the Métis Nation in southern Saskatchewan organized to address issues pertaining to the Métis Scrip System and Métis claims to land, and they formed the "Half-Breeds of Saskatchewan" to represent Métis interests in southern Saskatchewan;
 - iv. at the same time, the Métis Nation within Saskatchewan founded the Saskatchewan Métis Society to address issues pertaining to Métis poverty, lack of education, lack

- of employment, land displacement, and hunting issues in southern and central Saskatchewan, and by 1939, there were over 20 community-based representative structures, known as Locals, in rural and urban centres throughout Saskatchewan;
- v. in 1964, the Métis Nation within Saskatchewan formed the Métis Society of Saskatchewan to represent the Métis in southern and central Saskatchewan, and the Métis Association of Saskatchewan to represent the Métis in northern Saskatchewan and non-status Indians;
 - vi. in 1967, the Métis Society of Saskatchewan and the Métis Association of Saskatchewan merged, retaining the name of the Métis Society of Saskatchewan;
 - vii. in 1975, the Métis Society of Saskatchewan was restructured as the Association of Métis and Non-Status Indians of Saskatchewan;
 - viii. in 1988, the Association of Métis and Non-Status Indians of Saskatchewan held a referendum to limit its membership to citizens of the Métis Nation within Saskatchewan only, which referendum passed and the organization returned to the name of the Métis Society of Saskatchewan;
 - ix. in 1993, the Métis Nation within Saskatchewan passed its Constitution, which defines the Métis Nation within Saskatchewan as a people, sets out the MN-S's core values and laws, and details the mechanisms of the MN-S as the democratic government of the Métis Nation within Saskatchewan; and
 - x. since 1993, the MN-S has amended its Constitution and enacted legislation, such as the *Citizenship Act, 1999*, to supplement its Constitution, in furtherance of its role as the democratic government of the Métis Nation within Saskatchewan;
- G. As a continuation of the Métis Nation within Saskatchewan's exercise of its inherent right to self-determination, including self-government, the collectivity has, among other things:
- i. created, developed, and evolved the MN-S as a Métis Nation Government;
 - ii. established democratic governance structures and institutions at the local, regional, and provincial levels through the MN-S to represent the Métis Nation within Saskatchewan;
 - iii. established fair, transparent, and objectively verifiable systems to identify and register citizens of the Métis Nation within Saskatchewan;
 - iv. developed, adopted, and enforced its own laws, policies, and decisions that are grounded in its pre-existing legal orders, customs, and practices;

- v. maintained relationships with other governments, including Canada, Saskatchewan, other Métis Nation Governments, and other Indigenous governments;
 - vi. incorporated the Métis Nation – Saskatchewan Secretariat Inc. to act as its legal and administrative arm in response to requirements set by other governments in order to administer policies and programs, to facilitate funding arrangements, and to establish intergovernmental relations;
 - vii. advanced and participated in litigation to defend Métis Rights, interests, and claims in Saskatchewan; and
 - viii. mandated the MN-S to negotiate a modern-day treaty relationship and other agreements with the Crown through a “land claim agreement” within the meaning of subsection 35(3) of the *Constitution Act, 1982*;
- H. Despite the Métis context and history set out above, and the established nature of the MN-S’s role as the Métis Nation Government mandated by the Métis Nation within Saskatchewan to represent Métis Rights, interests, and claims, other governments and Canadian law have often denied Métis Rights, interests, and claims in Saskatchewan and across Canada, including the MN-S’s role and mandate, which denial has been identified by the Supreme Court of Canada in *Alberta (Aboriginal Affairs and Northern Development) v. Cunningham*, 2011 SCC 37, as a “legal lacuna” in which governments and Canadian law “[remain] blind to the unique history of the Métis and their unique needs”;
- I. In 1982, through Métis political advocacy and organization by the MN-S and other Métis representatives, section 35 was added to the *Constitution Act, 1982*, which recognizes and affirms the “existing aboriginal and treaty rights of the aboriginal peoples of Canada” and the Métis’ status as one of the “aboriginal peoples of Canada”;
- J. In response to the Métis context and history set out above, and Canada’s longstanding recognition of the MN-S as the Métis Nation Government mandated by the Métis Nation within Saskatchewan to represent their Métis Rights, interests and claims, Canada has engaged in formal negotiations with the MN-S in respect of self-determination and self-government matters and has reached a series of agreements in respect of the same;
- K. In 2019, Canada recognized upon signing the MGRSA that the “Métis of Saskatchewan” has the inherent right to self-government that is recognized and affirmed by section 35 of the *Constitution Act, 1982*, which right is protected by section 25 of the *Canadian Charter of Rights and Freedoms*; that the MN-S is mandated to represent the “Métis of Saskatchewan”; and that the MN-S has been mandated by the “Métis of Saskatchewan” to

implement the collectivity's inherent right to self-determination, including the right of self-government;

- L. In 2021, 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”; and
- M. 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 Nation within Saskatchewan’s self-government in a Treaty.

NOW THEREFORE the Parties agree to the following:

CHAPTER 1: DEFINITIONS

1.01 In this Agreement:

“**Aboriginal Peoples**” has the meaning of “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, 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;

“**Citizen**” means an individual:

- (a) who meets the criteria for citizenship as set out in the Constituting Documents or in a Métis Government Law; and
- (b) whose name is included on the Registry;

“**Constituting Documents**” means the Métis Government's Constitution and legislating documents;

“**Constitution**” means the constitution recognized in and as contemplated in subsection 5.02(h), 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 section 20.03;

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

- (a) referred to in section 7.01;
- (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;

“Framework Agreement” means the Framework Agreement on Advancing Reconciliation signed by the Parties on July 20, 2018;

“Governance Structure” means the governance structures of the Métis Government as set out in its Constituting Documents;

“Historic Métis Nation” means the Aboriginal people then known as Métis or Half-breeds who resided in the Historic Métis Nation Homeland;

“Historic Métis Nation Homeland” means the area of land in the west-central North America used and occupied as the traditional territory of the Métis or Half-breeds as they were then known;

“Implementation Legislation” means the legislation referred to in Chapter 8;

“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 Peoples” has the meaning of “aboriginal peoples of Canada” as defined in subsection 35(2) of the *Constitution Act, 1982*;

“Institution” includes:

- a) bodies, entities, organizations, departments, agencies, boards, panels, tribunals, and commissions established under section 6.13;
- b) organizations or entities owned or controlled by the Métis Government; and
- 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” holds the same meaning as outlined in Preamble clause D;

“Métis Government” means the MN-S or its successor as provided for in its Constituting Documents;

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

“Métis Government 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:

- (d) self-identifies as Métis;
- (e) is Distinct from other Aboriginal Peoples;
- (f) is of Historic Métis Nation ancestry; and
- (g) is accepted by the Métis Nation;

“Métis Nation Government” means the MN-S 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 Nation – Saskatchewan Secretariat Inc.” means the legal entity incorporated under *The Métis Act* for conducting the financial and administrative affairs of the Métis Nation within Saskatchewan, and carrying out its objectives;

“Métis Nation within Saskatchewan” means the Métis collectivity that:

- (a) is comprised of:
 - i. Métis Nation Citizens who are Citizens; and
 - ii. individuals entitled to become Citizens who reside in Saskatchewan and elsewhere inside and outside of Canada, based on their connection to the Metis collectivity within Saskatchewan;
- (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 today,
- ii. holds the inherent right to self-determination recognized in the Declaration, and
- iii. possesses Métis Rights;

“Métis Rights” means the constitutionally protected rights of the Métis Nation within Saskatchewan, as recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Métis Scrip System” means the system established by Canada under its constitutional jurisdiction, responsibilities, and obligations as set out in the *Royal Proclamation of 1763*, the *Constitution Act, 1867*, and the *Rupert’s Land and North-Western Territory Order, 1870*, including the legislative authorities and grants in the *Dominion Lands Act* “[t]o satisfy any claims existing in connection with the extinguishment of the Indian title, preferred by half-breeds resident in the North-West Territories outside of the limits of Manitoba” and to “grant lands in satisfaction of claims of half-breeds arising out of the extinguishment of Indian title” and other related policies or Federal Law enacted and implemented to address Métis land related interests in the Historic Métis Nation Homeland;

“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;

“MN-S” means:

- (a) the Métis Nation – Saskatchewan, including its successor;
- (b) the democratic representative body of the Métis Nation within Saskatchewan, having the responsibility for providing responsible and accountable self-government through its Governance Structures and Institutions as set out in its Constituting Documents; and
- (c) until the Treaty Implementation Date, includes the Métis Nation – Saskatchewan Secretariat Inc.;

“Parties” means

- (a) the MN-S; and
- (b) Canada, as represented by the Minister of Crown-Indigenous Relations;

“Registry” means the standardized and objectively verifiable register of Citizens maintained by the Métis Government referred to in section 6.09;

“Supplementary Self-Government Agreement” means an agreement referred to in section 9.03(d);

“Treaty” means the future self-government treaty referred to in Chapter 9;; 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 is an integral part 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) 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;
 - (d) unless it is otherwise clear from the context, the use of the word:
 - i. “or” is not exclusive; and
 - ii. “including” is not limiting, whether or not non-limiting language is used with reference thereto;
 - (e) unless this Agreement provides otherwise, or unless it is otherwise clear from the context, the use of the word “will” denotes an obligation that must be carried out as soon as practical after the Effective Date or the event that gives rise to the obligation;
 - (f) words importing the masculine gender will include the feminine and neutral genders and vice versa;
 - (g) words importing persons include corporations; and
 - (h) 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.

CHAPTER 3: PURPOSE OF THIS AGREEMENT

3.01 The purpose of this Agreement is to:

- (a) recognize, support, and advance the Métis Nation within Saskatchewan's ongoing exercise of its Métis Rights, including its inherent right to self-determination, including the right of self-government, based upon Canada's constitutional responsibility to advance relationships with Aboriginal Peoples and to engage in negotiations to recognize and delineate Métis Rights;
- (b) contribute to the implementation of the Declaration as it relates to inherent right of self-determination of the Métis Government;
- (c) build upon, advance, and supplement the MGRSA by:
 - i. consolidating and confirming the outcomes and common understandings reached between the Parties to date by recognizing the existing self-government of the MN-S, including its role, functions, Jurisdiction, and Authority as set out in this Agreement, prior to the Treaty Implementation Date;
 - ii. committing the Parties to ongoing negotiations with a view to achieving a Treaty that is premised on rights recognition and implementation;
 - iii. providing a foundation for addressing, on a government-to-government basis, the identification, assessment, and resolution of outstanding Métis claims against Canada, including any claims that may relate to the Métis Scrip System; and
 - iv. informing and continuing the existing government-to-government relationship between the Parties.

CHAPTER 4: LEGAL STATUS AND TERM 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.
- 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.
- 4.04 This Agreement remains in force and effect until it is replaced by the Treaty on the Treaty Implementation Date.
- 4.05 This Agreement is not the Treaty or a “treaty” within the meaning of subsection 35(3) of the *Constitution Act, 1982*.
- 4.06 This Agreement is intended to build on and advance the Parties’ reconciliation efforts and mutual commitments under the Parties’ other written agreements, including the Framework Agreement and the MGRSA.
- 4.07 The commitments made in the Parties’ other written agreements referred to in section 4.06 continue in accordance with their terms, including any funding commitments made by Canada in those agreements.
- 4.08 Provisions in other written agreements referred to in section 4.06 may be relied upon and included in the Treaty at the request of either Party, where relevant and applicable.
- 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 section 4.06 or to address the progress made under this Agreement.

CHAPTER 5: RECOGNITION

- 5.01 The Métis Nation within Saskatchewan 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 expansion into the historic North-West.
- 5.02 Based on the MN-S' longstanding, democratic and well-developed self-government, Canada's constitutional responsibility to advance relationships with Indigenous peoples pursuant to subsection 91(24) of the *Constitution Act, 1867*, decisions of the Supreme Court of Canada with respect to the Métis and Métis Rights, federal policies and approaches relevant to Indigenous self-determination and self-government, the Parties' other written agreements referred to in section 4.06, and well-established inter-governmental relationship between the Parties, Canada recognizes that:
- (a) the Métis Nation within Saskatchewan is an Aboriginal People;
 - (b) the Métis Nation within Saskatchewan has the inherent right to self-determination that is 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 *Canadian Charter of Rights and Freedoms*;
 - (c) the Métis Government is the democratic representative government of the Métis Nation within Saskatchewan and has the responsibility for providing responsible and accountable self-government for its Citizens and Métis collectivity throughout Saskatchewan;
 - (d) the Métis Government is the Indigenous Governing Body of the Métis Nation within Saskatchewan;
 - (e) the Métis Government is exclusively mandated to represent the Métis Nation within Saskatchewan based on the authorizations it receives from its Citizens and the Métis collectivity throughout Saskatchewan comprised of those Citizens, in respect of collectively held Métis Rights, interests, and claims, and in particular to:
 - i. implement and exercise the Métis Nation within Saskatchewan's inherent right to self-determination, including the right of self-government,
 - ii. engage in consultation with Canada, and, where appropriate, accommodation where Canada's conduct has the potential to adversely impact Métis Rights within Saskatchewan as the Crown's duty to consult and accommodate may require; and
 - iii. address any outstanding collective Métis claims against Canada, including *Morin v. Canada* or claims that have been identified in the

Framework Agreement or that may be identified in the future by the Parties;

- (f) the Métis Government delivers programs and services to its Citizens and individuals who are eligible to become Citizens, including by maintaining a province-wide delivery infrastructure;
- (g) the Métis Nation within Saskatchewan acts exclusively through the Métis Government, its Governance Structures, and its Institutions in exercising its rights, Jurisdiction, Authority, and privileges and in carrying out its duties, functions, and obligations;
- (h) the Constitution, first adopted and ratified in 1993 and subsequently amended over the years, is the written constitution of the Metis Government; and
- (i) the existing Métis Nation within Saskatchewan system of democratic, responsible, and accountable governance through the Métis Government, including the procedures of governance under its Constitution and Constituting Documents, together with Metis Nation within Saskatchewan policies, conventions, customs, traditions, and laws, as amended from time to time, is the system of governance of the Metis Government.

5.03 The recognition provided for in this Chapter is the outcome of the agreements referred to in section 4.06, including the history, developments, and common understandings set out in the Preamble.

5.04 For greater certainty:

- (a) the Métis Nation within Saskatchewan's inherent right to self-determination, including the right of self-government, is not contingent on Canada's recognition through this Agreement, the Implementation Legislation, the ratification or implementation of the Treaty, or otherwise;
- (b) the Jurisdiction and Authority set out in Chapter 6: is 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; and
- (c) any agreement Canada has concluded with another Indigenous collectivity or group is not intended to affect the geographic scope, Jurisdiction, Authority, or self-government of the Métis Nation within Saskatchewan recognized in this Agreement.

5.05 By entering into this Agreement,

- (a) Canada is not acknowledging that the Métis Nation within Saskatchewan has any particular Aboriginal or treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, other than those referred to in this Agreement; and
- (b) the Métis Government is not acknowledging that the Métis Nation within Saskatchewan's Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982* are limited to those referred to in this Agreement.

CHAPTER 6: MÉTIS GOVERNMENT JURISDICTION AND AUTHORITY RELATING TO SELF-GOVERNMENT

Recognition of the Jurisdiction of the Métis Government

6.01 Subject to section 6.22, 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 Nation within Saskatchewan 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 any additional force of law to Métis Government Laws made under the Jurisdiction set out in this Chapter to that which may exist under the common law, Federal Law, and section 35 of the *Constitution Act, 1982*.

6.02 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.

Métis Government Citizenship

- 6.03 The Métis Government has Jurisdiction and Authority in relation to Métis Government citizenship, including citizenship criteria, registration, and appeal or review of decisions about the determination of Métis Government citizenship.
- 6.04 Métis Government Laws made under section 6.03 will, subject to sections 6.05 to 6.08, provide that every individual who meets the eligibility criteria set out in that Métis Government Law is entitled to be a Citizen.
- 6.05 Nothing in this Agreement may be construed so as to deny the ability of an individual who is or may be entitled to be a Citizen from choosing instead to be a member, citizen or participant in another Indigenous collectivity or government, including another Metis Nation Government, in accordance with the eligibility requirements of those collectivities or governments.
- 6.06 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.

6.07 Subject to section 6.08, Métis Government Laws made under section 6.03 will not provide for citizenship to any individual who would otherwise be eligible for citizenship but who is:

(a) enrolled on the register or list of another Indigenous government, including another Métis Nation Government that is recognized by Canada 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 Nation within Saskatchewan 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*.

6.08 Métis Government Laws made under section 6.03 may provide that an individual referred to in section 6.07 is entitled to be listed in the Registry as a Citizen if the individual is unable to revoke their membership or participation in the other Indigenous collectivity or group.

6.09 The Métis Government will maintain a Registry that includes the names of its Citizens.

6.10 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.

6.11 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 Métis Government Representatives

6.12 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

6.13 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.

6.14 The Métis Government will continue to rely on and operate in accordance with Saskatchewan's laws in relation to labour relations and working conditions.

Accountability

6.15 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

6.16 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

6.17 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

6.18 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, including legislative authority, in relation to child and family services to administer and enforce laws made thereunder.

6.19 Nothing in section 6.18 prevents any Supplementary Self-Government Agreement or the Treaty from including provisions in respect of child and family services that are different from those in an *Act respecting First Nations, Inuit and Métis children, youth and families*.

Included Authority

6.20 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.

Application of the Charter and Federal Laws

6.21 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 *Canadian Charter of Rights and Freedoms* will apply to the Métis Government and all of its Institutions established under section 6.13 consistent with the common law and with due regard to section 25 of the *Canadian Charter of Rights and Freedoms*.

- 6.22 Federal Law applies to the Métis Government and its Institutions established under section 6.13, except as otherwise provided for in this Agreement.
- 6.23 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.

Registry of Métis Government Laws

- 6.24 The Métis Government will maintain a Métis Government Law Register and post Métis Government Laws in English and in any other language at the discretion of the Métis Government, including Michif or Cree.

Collection and Disclosure of Information

- 6.25 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 section 6.13; and
 - (b) access to information in the custody or under the control of the Métis Government and any Institutions established under section 6.13.
- 6.26 The Parties may enter into agreements to address the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.
- 6.27 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.
- 6.28 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 section 6.26, in accordance with which the confidentiality of the information will be protected.
- 6.29 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.
- 6.30 Notwithstanding section 6.28, 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.

6.31 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.

6.32 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.

Delegation

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

- (a) its Governance Structures;
- (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.

6.34 Any delegation of Jurisdiction or Authority under section 6.33 will be:

- (a) made in such a manner so as to retain accountability to Citizens;
- (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.

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

CHAPTER 7: FISCAL MATTERS

- 7.01 The ongoing financing of the Métis Government is a shared responsibility of the Parties and 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; and
 - (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 Nation within Saskatchewan,
 - iv. the Métis Government having the means to preserve, protect, use, develop, and transmit the language, culture, and heritage of Citizens, the Métis Nation within Saskatchewan, 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 within Saskatchewan 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 Government; and
 - iv. the desirability that Fiscal Arrangements should be reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.
- 7.02 Upon signing this Agreement, the Parties will work together to reach a fiscal financing agreement to satisfy the requirements of section 7.01 and address, among other things:

- (a) the Métis Government's responsibilities under this Agreement, a Supplementary Self-Government Agreement, fiscal financing agreement, or the Treaty contemplated under Chapter 9;
 - (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.
- 7.03 The Parties may agree to replace a fiscal financing agreement with another Fiscal Arrangement.
- 7.04 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.
- 7.05 Any payments required for the purposes of a Fiscal Arrangement are subject to an appropriation by the Parliament of Canada for those purposes.
- 7.06 Except as otherwise provided in this Agreement, nothing in this Agreement affects other funding arrangements in force between the Parties.

CHAPTER 8: PURPOSE, TIMING AND CONTENT OF LEGISLATION

Timing of Legislation

- 8.01 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 of Legislation

- 8.02 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 Metis Nation within Saskatchewan's inherent right to self-determination, including, the right of self-government protected by section 35 of the *Constitution Act, 1982*, and the Métis Government's mandate and role in representing the Métis Nation within Saskatchewan;
 - 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 Nation within Saskatchewan'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 Nation within Saskatchewan, including the right of self-government;
 - iii. recognition that the Métis Government is the democratic representative of the Métis Nation within Saskatchewan 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 Nation within Saskatchewan; 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

- 8.03 Before the Minister recommends the introduction of the Implementation Legislation to the Parliament of Canada, the Minister will ensure the Métis Government supports the proposed Implementation Legislation.
- 8.04 If the bill proposing the Implementation Legislation is introduced to 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 necessary 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 section 8.03, the Minister will introduce the amended Implementation Legislation on a timely basis.

Amendments to the Implementation Legislation

- 8.05 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.

CHAPTER 9: THE TREATY

- 9.01 The Parties are committed to ongoing negotiations with a view to reaching a Métis Nation within Saskatchewan self-government Treaty within two years after the Effective Date, consistent with the purpose of this Agreement and protected within the meaning of section 35 of the *Constitution Act, 1982*.
- 9.02 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.
- 9.03 The Treaty may include provisions of this Agreement and 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 and conflict rules, including the application of the *Canadian Charter of Rights and Freedoms* and Federal Laws;
 - (b) the legal status and capacity of the Métis Government, including its Governance Structures at the local, regional, and provincial levels, and its Institutions established under section 6.13, as provided for within the Constitution;
 - (c) a process for amending the Treaty;
 - (d) provisions for the negotiation of Supplementary Self-Government Agreements;
 - (e) the tax treatment of the Métis Government, its Governance Structures, and its Institutions through a tax treatment agreement;
 - (f) matters identified in the Intergovernmental Relations Agreement, as contemplated by Chapter 18 of the MGRSA, including:
 - i. Canada's international legal obligations, including a process of collaboration to ensure that Canada is able to comply with its international legal obligations;
 - ii. dispute resolution and other intergovernmental relations matters;
 - iii. the Jurisdiction and Authority of the Métis Government in relation to the enforcement and adjudication of Métis Government Laws; and
 - iv. a mutually agreeable Treaty implementation plan;

- (g) ratification of the Treaty through a process that will be set out by the Métis Nation within Saskatchewan in a ratification plan, aspects of which will be set out in the Treaty; and
- (h) such other matters as may be agreed by the Parties.

9.04 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 section 15.01.

CHAPTER 10: TREATY IMPLEMENTATION REQUIREMENTS

10.01 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 Métis Nation within Saskatchewan 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 in relation to the tax treatment of the Métis Government, its Governance Structures, and its Institutions and any other tax related matters agreed to by the Parties;
 - ii. a fiscal financing agreement as contemplated in Chapter 7; and
 - iii. a Treaty implementation plan.
- (e) the Parties have agreed on the Treaty Implementation Date;
- (f) the Order in Council referred to in the Implementation Legislation has been made.

10.02 The requirements for the implementation of the Treaty, including matters related to ratification set out in this Agreement, replace and supersede the requirements set out in Chapter 5 and Articles 23.01 and 23.02 of the MGRSA.

CHAPTER 11: OBLIGATIONS AND IMPLEMENTATION

The Honour of the Crown

- 11.01 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.
- 11.02 The Parties will act honourably and in good faith in the implementation of this Agreement.
- 11.03 The implementation of this Agreement is not contingent on the participation of the Government of Saskatchewan.

Obligation to Negotiate and Funding

- 11.04 The Parties agree to participate in good faith and engage in honourable negotiations to advance the purpose of and the commitments in this Agreement and the agreements referred to in section 4.06.
- 11.05 Canada will provide the Métis Government with funding to participate in the ongoing negotiations between the Parties based on the agreements identified in section 11.04.
- 11.06 Notwithstanding section 11.05, nothing in this Agreement affects the ability of the Métis Nation within Saskatchewan, the Métis Government, its Institutions, or its Citizens from:
 - (a) applying for, bidding on, 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 benefitting from a right they may be constitutionally or legally entitled to as a beneficiary.
- 11.07 Nothing in this Agreement is intended to or will be interpreted as limiting or excluding the Métis Nation within Saskatchewan, the Métis Government, its Institutions, or its Citizens from applying for or bidding on any commercial, economic, or other activity or project for which they would otherwise be eligible.
- 11.08 Nothing in this Agreement is intended to or will be interpreted as limiting or excluding the Métis Government, its Institutions, or its Citizens from applying for, accessing, or receiving provincial funding.

Obligations with Respect to Addressing Outstanding Métis Claims

- 11.09 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 outstanding Métis collective claims against Canada, including those related to the Métis Scrip System.
- 11.10 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 section 11.09, subject to Canada securing any required federal approvals or authorizations.

CHAPTER 12: NON-DEROGATION, RIGHTS RECOGNITION AND OTHER ABORIGINAL PEOPLES

Non-Derogation and Rights Recognition

- 12.01 This Agreement will be construed as to uphold existing Métis Rights, and not to abrogate or derogate from them.
- 12.02 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 the non-assertion of any existing Aboriginal or treaty right.

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

- 12.03 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 Nation within Saskatchewan or any component thereof, anywhere in Canada; or
 - (b) any constitutional duty or obligation owed by Canada to the Métis Nation within Saskatchewan or any component thereof, anywhere in Canada.
- 12.04 Nothing in this Agreement will be interpreted to limit or exclude a Citizen from benefitting or participating in a settlement related to a Métis claim against Canada.

No Effect or Impact on Other Aboriginal Peoples

- 12.05 Nothing in this Agreement affects, recognizes, or provides any rights recognized and affirmed by section 35 of the *Constitution Act, 1982* of any other Indigenous collectivity or group other than the Métis Nation within Saskatchewan, including any other Indigenous collectivity or group situated within Saskatchewan who are distinct from the Métis Nation within Saskatchewan and not represented by the Métis Government.
- 12.06 If a court of competent jurisdiction finally determines that any Aboriginal People, other than the Métis Nation within Saskatchewan, has 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 does not adversely affect those rights, the Parties will make best efforts to amend this Agreement to remedy or replace the provision.

- 12.07 If Canada enters into a treaty or a land claims agreement, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, with another Indigenous People and that treaty or land claims agreement adversely affects the Métis Rights recognized in this Agreement, Canada will provide the Métis Nation within Saskatchewan with additional or replacement rights, or other appropriate remedies.

CHAPTER 13: NO EFFECT ON THE CONSTITUTION OF CANADA

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

- (a) the distribution of powers as set out in the *Constitution Act, 1867*;
- (b) Métis inclusion in subsection 91(24) of the *Constitution Act, 1867*;
- (c) Métis Right or any right, freedom, interest, or claim of the Métis Nation within Saskatchewan; and
- (d) any constitutional duty or obligation owed by Canada to the Métis Nation within Saskatchewan.

CHAPTER 14: NO FAVOURED MÉTIS NATION GOVERNMENT

- 14.01 Canada is negotiating with Métis Nation Governments that represent various successor collectivities to the Historic Métis Nation that together make up the Métis Nation.
- 14.02 Canada affirms its commitment to treat 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.
- 14.03 Consistent with the commitment set out in section 14.02, 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 Métis, including the inherent right to self-determination and the right of self-government.
- 14.04 Canada will provide notice to the Métis Government, including the relevant information for the Métis Government to understand the new or revised federal policy or technique, within 30 days of making the new or revised federal policy or technique public.
- 14.05 If the Métis Government confirms its interest in writing after receipt of the notice under section 14.04, 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.

CHAPTER 15: AMENDMENT

15.01 This Agreement may only be amended with the written consent of the Parties.

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

- (a) any substantial advancements, developments, or benefits arising from jurisprudence related to Aboriginal 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 section 14.03;
- (d) Canada will notify the Métis Government in writing about any changes in federal policy or techniques referred to in section 15.02(c);
- (e) innovations in any other agreement, including a land claims agreement or treaty, with another Indigenous collectivity or group that includes provisions more favourable than those in this Agreement relating to the matters set out in this Agreement; and
- (f) changes required because of unforeseen circumstances that significantly impact Métis Rights recognized in this Agreement.

CHAPTER 16: INDEMNIFICATION, REPRESENTATIONS, WARRANTIES AND WAIVER

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 Nation within Saskatchewan and to enter into this Agreement on behalf of the Métis Nation within Saskatchewan; 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 sections 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 Métis Government 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 Agreement 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.

No Implied Waiver

- 16.07 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.
- 16.08 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 17: JUDICIAL DETERMINATION IN RESPECT OF VALIDITY

- 17.01 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 much as possible, to give effect to the intentions of the Parties.
- 17.02 Neither Party will challenge, or support a challenge to, the validity of any provision of this Agreement.

CHAPTER 18: ASSIGNMENT AND ENUREMENT

Assignment

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

Enurement

18.02 This Agreement will enure to the benefit of and be binding upon:

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

CHAPTER 19: COMMUNICATIONS AND NOTICE

- 19.01 In sections 19.02 to 19.04, "Communication" includes a notice, document, request, approval, authorization, or consent.
- 19.02 Unless otherwise set out in this Agreement, a Communication between the Parties will be:
- (a) delivered personally or by courier;
 - (b) transmitted by fax, email, or other electronic means;
 - (c) mailed by prepaid registered post in Canada; or
 - (d) communicated by any other means agreed by the Parties.
- 19.03 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, email, 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.
- 19.04 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 or email address 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: MN-S
Attention: President's Office

310 20th Street East
Saskatoon, Saskatchewan S7K 0A7
Email: office.ceo@mns.work

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

CHAPTER 20: SIGNING OF THIS AGREEMENT AND EFFECTIVE DATE

Signing of this Agreement

- 20.01 This Agreement will be signed by the Parties after:
- (a) approval from the MN-S authorizing the President to sign this Agreement on behalf of the Métis Nation within Saskatchewan; and
 - (b) approval from the federal Cabinet authorizing the Minister to sign this Agreement on behalf of Canada.

Counterparts

- 20.02 This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to the other Party by fax, by email, or by other electronic means in portable document format (“PDF”) and a fax, an email, 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

- 20.03 This Agreement comes into force upon signing by both Parties in accordance with section 20.01.

THIS AGREEMENT IS SIGNED in Edmonton, Alberta, Canada on February 24, 2023.

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



The Honourable Marc Miller

Signed in the presence of
Witness


Witness

**THE MÉTIS NATION -
SASKATCHEWAN as represented by its
President and Vice President**


Glen McCallum, MN-S President


Michelle LeClair, MN-S Vice President

Signed in the presence of:


Witness


Witness