

**Métis Government Recognition and
Self-Government Agreement**

-between-

Métis Nation of Ontario

-and-

Canada

TABLE OF CONTENTS

PART I	DEFINITIONS, PURPOSE, RECOGNITION, AND FEDERAL RECOGNITION LEGISLATION	3
Chapter 1:	Definitions and Interpretation	3
Definitions	3	
Interpretation	6	
Chapter 2:	Purpose	6
Chapter 3:	Federal Recognition.....	7
Chapter 4:	Federal Recognition Legislation.....	8
PART II	SELF-GOVERNMENT IMPLEMENTATION	9
Chapter 5:	Requirements.....	9
PART III	MÉTIS GOVERNMENT’S CONSTITUTION	9
Chapter 6:	Constitution	9
PART IV	MÉTIS GOVERNMENT’S LEGAL STATUS, ROLE, JURISDICTION, LAWS, AND AUTHORITY	11
Chapter 7:	Legal Status and Capacity.....	11
Chapter 8:	Role and Jurisdiction of the Métis Government.....	11
Role of the Métis Government.....	11	
Recognition of the Jurisdiction of the Métis Government.....	12	
Recognition of Additional Jurisdiction of the Métis Government	12	
Exercise of the Métis Government’s Jurisdiction	13	
Chapter 9:	Jurisdiction for Citizenship.....	13
Scope of Jurisdiction.....	13	
Métis Government Law	13	
Register of Citizens	13	
Relationship with Canadian Citizenship.....	14	
Conflict Provision.....	14	
Chapter 10:	Jurisdiction for Selection of Representatives of the Métis Government	14
Scope of Jurisdiction.....	14	
Métis Government Law	15	
Conflict Provision.....	15	

Chapter 11: Jurisdiction for Internal Structures, Operations, Procedures, and Financial Management	15
Scope of Jurisdiction	15
Métis Government Law	15
Conflict Provision.....	16
Chapter 12: Liability and Indemnification	16
Chapter 13: Métis Government Laws	17
Application of Métis Government Laws	17
Delegation of Jurisdiction	17
Development of Contemplated Métis Government Laws.....	17
Validity of Actions Taken Prior to Self-Government Implementation Date .	17
Access to and Notice of Métis Government Laws	18
Judicial Notice of Métis Government Laws	18
Chapter 14: Métis Government Authority.....	18
Chapter 15: Administration, Enforcement, and Adjudication of Métis Government Laws	19
Chapter 16: Access to Information and Privacy	19
Chapter 17: Relationship of Laws	20
Application of Federal Laws.....	20
No Direct or Indirect Law-Making Authority	20
Laws of Overriding National Importance	21
Activities Related to National Defence or National Security	21
Incidental Impacts.....	21
Double Aspect.....	21
Provincial Laws.....	22
Statutory Instruments Act	22
Canadian Human Rights Act.....	22
Application of the Canadian Charter of Rights and Freedoms.....	22
PART V REQUIRED AGREEMENTS AND TRANSITION.....	22
Chapter 18: Intergovernmental Relations Agreement	22
Chapter 19: Fiscal Issues	24
Fiscal Relationship	24

	Fiscal Financing Agreement	25
	Fiscal Policy Development	26
	Appropriation of Funds	26
	Access to Federal Funding	26
	No Effect on Provincial Funding	27
	Additional Jurisdiction Implementation Agreements	27
	Fiscal Obligations Addressed through Fiscal Arrangements	27
	Chapter 20: Transition.....	28
PART VI	ADDITIONAL JURISDICTION IMPLEMENTATION AGREEMENTS ..	28
	Chapter 21: Negotiation of Additional Jurisdiction Implementation Agreements.	28
	Negotiation of Additional Jurisdiction Implementation Agreements	28
	Participation of the Government of Ontario.....	28
	Other Processes	29
PART VII	SIGNING OF THIS AGREEMENT AND RATIFICATION	29
	Chapter 22: Signing of the Agreement	29
	Chapter 23: Ratification of this Agreement and the Constitution by the Electors.	30
	Ratification of this Agreement.....	30
	Ratification of the Constitution	30
	Concurrent Ratification.....	31
	Chapter 24: Ratification of this Agreement by Canada	31
PART VIII	INTERPRETATION, IMPLEMENTATION, AND LEGAL EFFECT AND STATUS OF THE AGREEMENT	31
	Chapter 25: Interpretation and Implementation of this Agreement.....	31
	The Honour of the Crown.....	31
	Obligation to Negotiate	31
	Implementation of this Agreement	32
	Official Languages Act.....	32
	Chapter 26: Participation of the GOVERNMENT OF ONTARIO in The Implementation of this agreement	32
	Chapter 27: Legal Effect of this Agreement.....	32
	No Effect on the Constitution of Canada	32
	No Effect on Existing or Future Métis Rights, Interests, or Claims.....	33

Other Reconciliation Related Processes	33
Fiduciary Relationship, Duties, or Obligations.....	34
No Effect or Impact on Other Aboriginal Peoples.....	34
Non-Derogation.....	34
Chapter 28: Legal and Constitutional Status of this Agreement.....	35
PART IX GENERAL PROVISIONS	35
Chapter 29: Judicial Determination In Respect of Validity	35
Chapter 30: Entire Agreement	35
Chapter 31: Amendment.....	36
Chapter 32: Assignment, Successorship, and Enurement	36
Chapter 33: No Implied Waiver	36
Chapter 34: Notice	36
SCHEDULE A ADDITIONAL JURISDICTION IMPLEMENTATION AGREEMENTS	
.....	40

**MÉTIS GOVERNMENT RECOGNITION
AND SELF-GOVERNMENT AGREEMENT**

BETWEEN:

MÉTIS NATION OF ONTARIO
as represented by its President and the PCMNO
(the “MNO”)

AND

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

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

PREAMBLE

WHEREAS 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 and traditions, as well as their unique cultures;

WHEREAS Métis communities emerged in various areas surrounding the Upper Great Lakes as well as along the waterways and fur trade routes of what is now known as Ontario prior to the Crown effecting legal and political control in those regions;

WHEREAS these historic Métis communities developed their own shared customs, traditions, and collective identities that are rooted in kinship, their special aboriginal relationship to the land and a distinctive culture and way of life that persists to the present day;

WHEREAS section 35 of the *Constitution Act, 1982*, states that “the existing aboriginal and treaty rights of the aboriginal people of Canada are hereby recognized and affirmed” and “the ‘aboriginal peoples of Canada’ includes the Indian, Inuit and Métis peoples”;

WHEREAS the Supreme Court of Canada in *R. v. Powley* (“*Powley*”), held that “the inclusion of the Métis in section 35 represents Canada’s commitment to recognize and value the distinctive Métis cultures, which grew up in areas not yet open to colonization, and which the framers of the *Constitution Act, 1982* recognized can only survive if the Métis are protected along with other aboriginal communities” and that “section 35 requires that we recognize and protect those customs and traditions that were historically important features of Métis communities”;

WHEREAS the Supreme Court of Canada also recognized in *Powley* that modern day Métis communities may possess aboriginal rights protected by section 35 of the *Constitution Act, 1982* based on their pre-effective control practices, customs, and traditions that are integral to their distinctive existence and relationships to the land that persist to the present day, and went on to conclude that “the Métis community in and around Sault Ste. Marie have an aboriginal right to hunt for food under s. 35(1)”;

WHEREAS since the release of *Powley*, the Supreme Court of Canada has noted that section 35 of the *Constitution Act, 1982* calls for a process of reconciliation between the Crown and Aboriginal peoples through which the constitutionally-protected aboriginal rights and outstanding claims of Aboriginal peoples are determined, recognized, and respected through honourable negotiations with the goal of reaching just and lasting settlements;

WHEREAS Canada has developed *Principles Respecting the Government of Canada’s Relationship with Indigenous Peoples* as the foundation for transforming how it partners with and supports Indigenous peoples, including commitments to:

- (a) implement the *United Nations Declaration on the Rights of Indigenous Peoples*, which sets out the minimum standards for the survival, dignity, and well-being of Indigenous peoples;
- (b) implement the Truth and Reconciliation Commission’s 94 Calls to Action;
- (c) recognize that section 35 of the *Constitution Act, 1982* contains a full box of rights and holds the promise that Indigenous nations will become partners in Confederation on the basis of a fair and just reconciliation between Indigenous peoples and the Crown; and
- (d) negotiate treaties, agreements, or other constructive arrangements with Indigenous peoples based on the recognition and implementation of rights and not their extinguishment, modification, or surrender.

WHEREAS the MNO was created to represent and advocate on behalf of its Members who it asserts are rights-bearing members of Métis communities that collectively hold rights, interests, and outstanding claims protected by sections 25 and 35 of the *Constitution Act, 1982*, including, but not limited to, the right of self-government;

WHEREAS the MNO’s mandate to negotiate self-government flows from the individual and collective authorizations it receives from its Members as well as the Métis Communities Represented by the MNO;

WHEREAS Canada has begun to deal with the rights, interests, and claims of the Métis, which has led to the signing of the Framework Agreement on Advancing Reconciliation between the

Parties and the Government of Ontario on December 11, 2017 as well as the establishment of the formal negotiation process set out therein (the “Framework Agreement”);

WHEREAS, on December 11, 2017, the Parties also executed the Agreement on Advancing Reconciliation with the Northwestern Ontario Métis Community that established a negotiation process under the Framework Agreement with the Northwestern Ontario Métis Community based on its unique history, geography, and asserted claims;

WHEREAS the Parties have established a collaborative process to advance reconciliation based upon the recognition, affirmation, and implementation of rights, respect, cooperation, and partnership;

WHEREAS the recognition and processes agreed to by the Parties in this Agreement provide for the recognition of the MNO as the Métis Government of the Métis Communities Represented by the MNO;

WHEREAS the Parties further recognize that any future arrangements or agreements contemplated under this Agreement that deal with any of the specific rights, freedoms, interests, or claims protected by sections 25 and 35 of the *Constitution Act, 1982* collectively held by the Métis Communities Represented by the MNO will require the informed consent of the rights-bearing members of those Métis communities;

NOW THEREFORE the Parties agree to the following:

PART I DEFINITIONS, PURPOSE, RECOGNITION, AND FEDERAL RECOGNITION LEGISLATION

CHAPTER 1: DEFINITIONS AND INTERPRETATION

Definitions

1.01 In this Agreement:

“**Additional Jurisdiction Implementation Agreement**” means an agreement as contemplated in Part VI recognizing additional jurisdiction relating to one or more specific subject matters set out in Schedule A;

“**Agreement**” means this Agreement;

“**Authority**” means any authority, other than the power to make Métis Government Laws, including the ability to deliver policies, programs, and services;

“**Canada**” means Her Majesty the Queen in Right of Canada;

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

“**Collaborative Self-Government Fiscal Policy**” means the federal policy that was co-developed by self-governing Indigenous governments and Canada, and addresses the fiscal relationship between Canada and self-governing Indigenous governments;

“**Conflict**” means actual conflict in operation or operational incompatibility;

“**Constitution**” means the constitution as required pursuant to Chapter 5 and as contemplated in Chapter 6;

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

“**Expenditure Needs**” means the estimated cost for the Métis Government to fulfill an agreed to responsibility, as set out in a Fiscal Arrangement, in order to implement this Agreement or an Additional Jurisdiction Implementation Agreement based on comparable measures or standards for other governments or other public bodies performing the functions of government to perform similar functions;

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

“**Federal Recognition Legislation**” means the legislation as contemplated in Chapter 4 that implements and gives effect to this Agreement;

“**Fiscal Arrangements**” means the mechanisms agreed to by the Parties, including agreements or other measures, that define the responsibilities as well as provide for the federal funding or fiscal capacity to be provided to the Métis Government by Canada in order to implement this Agreement or an Additional Jurisdiction Implementation Agreement based on Expenditure Needs;

“**Fiscal Financing Agreement**” means the funding agreement required pursuant to Chapter 5 and as contemplated in Chapter 19;

“**Fiscal Relationship**” means the Fiscal Arrangements necessary to advance and implement the government-to-government relationship set out in this Agreement,

including, but not limited to, the Fiscal Financing Agreement required pursuant to Chapter 5 and as contemplated in Chapter 19;

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

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

“**Institution**” means any department, organization, body, or entity created, owned, or controlled by the Métis Government that administers one or more specific policies, programs, or services;

“**Intergovernmental Relations Agreement**” means the intergovernmental agreement to be co-developed, mutually agreed to, and signed between the Parties as required pursuant to Chapter 5 and as contemplated in Chapter 18;

“**Jurisdiction**” means the power to make Métis Government Laws as recognized in this Agreement;

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

“**Métis Communities Represented by the MNO**” means the Métis collectivity in or of Ontario that is comprised of the Members of the MNO or, as the case may be, the Citizens of the Métis Government, who collectively hold the right to self-government as set out in this Agreement;

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

“**Métis Government Law**” means a law adopted by the Métis Government, on behalf of the Métis Communities Represented by the MNO, in accordance with the Constitution and this Agreement;

“**Métis Nation of Ontario**” or “**MNO**” means the Métis Nation of Ontario Secretariat Inc., which is a legal entity incorporated under the Ontario

Corporations Act and which the MNO Communities Represented by the MNO has incorporated to act as its legal and administrative arm;

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

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

“**Provisional Council of the Métis Nation of Ontario**” or “**PCMNO**” means the democratically elected provincial council of the MNO that is also the board of directors of the Métis Nation of Ontario Secretariat Inc.;

“**Register**” means the register of Citizens maintained by the Métis Government;

“**Self-Government Implementation Date**” means the date set out in the Order in Council for the coming into force of this Agreement;

“**Transition Plan**” means the plan to be jointly developed and implemented by the Parties as required pursuant to Chapter 5 and as contemplated in Chapter 20.

Interpretation

- 1.02 In this Agreement, words and phrases with specific meanings have been identified in the text by the capitalization of the word or phrase.
- 1.03 A citation of or a reference to any legislation is deemed to be a citation of or reference to the legislation as amended from time to time.

CHAPTER 2: PURPOSE

- 2.01 The overall purpose of this Agreement is to support and advance the inherent right of self-determination and self-government of the Métis Communities Represented by the MNO as recognized and affirmed by section 35 of the *Constitution Act, 1982* in a manner that is consistent with the *United Nations Declaration on the Rights of Indigenous Peoples* through a constructive, forward-

looking, and reconciliation-based arrangement between the Parties that is premised on rights recognition and implementation.

- 2.02 In order to advance this overall purpose, this Agreement provides for Canada's recognition that the MNO is mandated to represent the Métis Communities Represented by the MNO in intergovernmental relations with Canada, including the negotiation of Canada's recognition of the inherent right of self-government.
- 2.03 This Agreement also sets out a mutually agreeable process leading to federal legislative recognition of the Métis Government of the Métis Communities Represented by the MNO, as an Indigenous government, along with the recognition of the Jurisdiction as set out in this Agreement premised on rights recognition and implementation.
- 2.04 In furtherance of this rights recognition and implementation approach, this Agreement will be interpreted and implemented in a manner consistent with this Chapter, section 8.04 as well as Chapters 25 and 27.
- 2.05 For greater certainty, nothing in this Agreement defines, creates, extinguishes, modifies, limits, restricts, or surrenders the inherent rights or jurisdictions of the Métis Communities Represented by the MNO, including, but not limited to, the inherent right of self-government.

CHAPTER 3: FEDERAL RECOGNITION

- 3.01 Upon signing of this Agreement, Canada recognizes that:
 - (a) the MNO is mandated to represent the Métis Communities Represented by the MNO;
 - (b) the Métis Communities Represented by the MNO have an inherent right to self-government over its internal governance that is protected by sections 25 and 35 of the *Constitution Act, 1982*; and
 - (c) the MNO has been mandated by the Métis Communities Represented by the MNO to implement its inherent right to self-government that is protected by sections 25 and 35 of the *Constitution Act, 1982*.
- 3.02 For greater certainty, Canada's recognition of the Métis Communities Represented by the MNO's right of self-government will only be in accordance with the terms of this Agreement.

- 3.03 Notwithstanding the recognition provided for and the processes set out in this Agreement, the MNO maintains its position that it is already a Métis government that is mandated by the Métis Communities Represented by the MNO based on the inherent right of self-government. Nothing in this Agreement will be interpreted, used, or relied upon to undermine the position held by the MNO on this issue.

CHAPTER 4: FEDERAL RECOGNITION LEGISLATION

- 4.01 Following the signing of this Agreement by the Parties, the Minister intends to recommend to Parliament the Federal Recognition Legislation, which may include provision for the following:
- (a) that, upon the requirements set out in section 5.01 being met and an Order in Council that sets the Self-Government Implementation Date being issued, the following will occur:
 - (1) this Agreement will be approved, given effect, and declared valid, and have the force of law and be binding on, and may be relied on by, all persons or bodies;
 - (2) aspects of the Intergovernmental Relations Agreement, as contemplated in Chapter 18, will have the force of law and be binding on, and may be relied on by, all persons or bodies;
 - (3) the legal status and capacity of the Métis Government, and each of its Governance Structures, as contemplated in Chapter 7 will be confirmed;
 - (b) that any Additional Jurisdiction Implementation Agreement, as contemplated in Part VI, may 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
 - (c) any amendments to existing Federal Laws in order to implement this Agreement.
- 4.02 The Minister shall consult the MNO during the drafting of the Federal Recognition Legislation.
- 4.03 Prior to recommending the Federal Recognition Legislation to Parliament, the Minister shall ensure the MNO is supportive of the proposed legislation.

PART II SELF-GOVERNMENT IMPLEMENTATION

CHAPTER 5: REQUIREMENTS

- 5.01 The following requirements must be met in order for the Métis Government and Jurisdiction in Part IV to be recognized under Federal Recognition Legislation:
- (a) a Constitution has been ratified as contemplated in Part VII;
 - (b) this Agreement has been ratified as contemplated in Part VII;
 - (c) the Parties have co-developed, mutually agreed to, and signed an Intergovernmental Relations Agreement, as contemplated in Chapter 18;
 - (d) the Parties have co-developed, mutually agreed to, and signed a Fiscal Financing Agreement, as contemplated in Chapter 19;
 - (e) the Parties have co-developed, mutually agreed to, and signed a Transition Plan, as contemplated in Chapter 20, to address issues relating to the conversion of the MNO's current corporate structures to the Métis Government;
 - (f) all Métis Government Laws as required by this Agreement have been developed;
 - (g) the Parties have determined a mutually agreeable Self-Government Implementation Date for this Agreement; and
 - (h) an Order in Council as contemplated in section 4.01 has been issued.

PART III MÉTIS GOVERNMENT'S CONSTITUTION

CHAPTER 6: CONSTITUTION

- 6.01 Following the signing of this Agreement by the Parties, the MNO shall consult with the Métis Communities Represented by the MNO on a written Constitution that may build upon the existing constituting documents of the MNO.
- 6.02 Canada shall provide funding to the MNO to support consultations on the Constitution contemplated under this Chapter with the Métis Communities Represented by the MNO.

- 6.03 The Constitution contemplated under this Chapter, which may build upon the existing constituting documents of the MNO, will, at a minimum, provide for the following matters:
- (a) the definition of, and requirements for, being a Citizen;
 - (b) the Métis Government's Governance Structures that represent the Métis Communities Represented by the MNO at the local and regional levels;
 - (c) the processes for leadership selection of the Métis Government's Governance Structures;
 - (d) financial management and accountability of the Métis Government to its Citizens;
 - (e) criteria for delegation of Authority by the Métis Government;
 - (f) processes for the recognition or establishment of Institutions by the Métis Government, including provisions for accountable governance of those Institutions;
 - (g) political accountability of the Métis Government's leaders to its Citizens;
 - (h) enactment and amendment procedures of Métis Government Laws, including their publication;
 - (i) internal appeal and redress mechanisms;
 - (j) conflict of interest;
 - (k) voting and referenda;
 - (l) access to information;
 - (m) amending processes for the Constitution; and
 - (n) any other matters.
- 6.04 The MNO is committed to ensuring that any Constitution developed under this Chapter will include Governance Structures at the local and regional levels that enable the Métis Communities Represented by the MNO to continue to have a meaningful role in the Métis Government, as well as ensure that their participation and informed consent is required where the Métis Government may make decisions related to rights protected by sections 25 and 35 of the

Constitutions Act, 1982 held by the Métis Communities Represented by the MNO.

6.05 The Constitution will be ratified as contemplated in Chapter 23.

PART IV MÉTIS GOVERNMENT’S LEGAL STATUS, ROLE, JURISDICTION, LAWS, AND AUTHORITY

CHAPTER 7: LEGAL STATUS AND CAPACITY

7.01 As of the Self-Government Implementation Date, the Métis Government and each of its Governance Structures will be a legal entity with the rights, powers, and privileges of a natural person at law, which include the capacity to:

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

CHAPTER 8: ROLE AND JURISDICTION OF THE MÉTIS GOVERNMENT

Role of the Métis Government

8.01 As of the Self-Government Implementation Date, the Métis Communities Represented by the MNO shall act through the Métis Government, in accordance with the Constitution and this Agreement, in:

- (a) exercising the Jurisdiction, Authority, rights, powers, and privileges and in carrying out the duties, functions, and obligations provided for in this Agreement; and

- (b) asserting, claiming, negotiating, or exercising any collectively-held rights or freedoms protected by sections 25 or 35 of the *Constitution Act, 1982*.

Recognition of the Jurisdiction of the Métis Government

- 8.02 As of the Self-Government Implementation Date, the Métis Government may exercise the Jurisdiction set out in this Agreement, on behalf of the Métis Communities Represented by the MNO.
- 8.03 The Jurisdiction that the Métis Government exercises on behalf of the Métis Communities Represented by the MNO in respect of a subject matter set out in this Agreement includes the authority to do all other things as may be necessary to exercise the Jurisdiction.
- 8.04 The Jurisdiction set out in this Agreement is not intended to be definitive of or conclusively define the inherent right of self-government or any other inherent right or jurisdiction that may be recognized or implemented through further negotiations between the Parties or how the inherent right of self-government may ultimately be defined at law.

Recognition of Additional Jurisdiction of the Métis Government

- 8.05 The Métis Government and Canada may agree to negotiate further areas of jurisdiction as provided for in Part VI.
- 8.06 Where negotiations of further areas of jurisdiction contemplated under section 8.05 relate to specific rights protected by sections 25 and 35 of the *Constitution Act, 1982* that are collectively held by the Métis Communities Represented by the MNO, the Governance Structures representing those communities will be necessary participants in said negotiations.
- 8.07 Nothing in this Agreement precludes the negotiation of further areas of jurisdiction contemplated under section 8.05 with the Métis Government for one or more Métis Communities Represented by the MNO.
- 8.08 The recognition of the Jurisdiction in this Agreement is without prejudice to future negotiations related to jurisdiction or Additional Jurisdiction Implementation Agreements.
- 8.09 Nothing in this Agreement will be interpreted as or is intended to preclude the future negotiation or recognition of jurisdiction in relation to lands that may be held by the Métis Government or its Governance Structures.

- 8.10 This Agreement will apply to any Additional Jurisdiction Implementation Agreement.

Exercise of the Métis Government's Jurisdiction

- 8.11 The Jurisdiction of the Métis Government will be exercised in accordance with the Constitution and this Agreement.
- 8.12 Nothing in this Agreement prevents the MNO from exercising a mandate it currently has or acquires from the Métis Communities Represented by the MNO in relation to matters outside of this Agreement, including an assertion of a right protected by sections 25 or 35 of the *Constitution Act, 1982*.

CHAPTER 9: JURISDICTION FOR CITIZENSHIP

Scope of Jurisdiction

- 9.01 As of the Self-Government Implementation Date, the Métis Government, on behalf of the Métis Communities Represented by the MNO, is recognized as having Jurisdiction in relation to the determination and registration of its Citizens.

Métis Government Law

- 9.02 As of the Self-Government Implementation Date, the Métis Government shall maintain a Métis Government Law that establishes the Register of Citizens and includes requirements for citizenship registration as well as an appeals process for review of decisions about the determination of citizenship.
- 9.03 In order to meet the requirements set out in section 5.01, the MNO agrees to develop the Métis Government Law required under section 9.02, and this law will be deemed to be automatically adopted by the Métis Government and effective on the Métis Self-Government Implementation Date until amended by the Métis Government.
- 9.04 For greater certainty, all Members are required to meet the requirements set out in the Métis Government Law required under sections 9.02 and 9.03 in order to be included as a Citizen on the Register.

Register of Citizens

- 9.05 As of the Self-Government Implementation Date, the Métis Government shall maintain a Register of Citizens. The Electors will be listed on the Register as Citizens. No Citizen may be removed from the Register unless as provided for in a Métis Government Law.

- 9.06 For greater certainty, following the Self-Government Implementation Date, no individual may be added to the Register unless they have applied for citizenship with the Métis Government and met the requirements set out in the relevant Métis Government Law.
- 9.07 Any individual who is eligible for enrollment as a Citizen is entitled to be enrolled on one, and no more than one, Register of a Métis Government recognized under the Federal Recognition Legislation at the same time.

Relationship with Canadian Citizenship

- 9.08 For greater certainty, Citizens who are Canadian citizens or permanent residents of Canada as defined in the *Citizenship Act* and the *Immigration and Refugee Protection Act* will continue to be entitled to all the rights and benefits of all other Canadian citizens or permanent residents of Canada.
- 9.09 Recognition as a Citizen does not grant Canadian citizenship, nor does it confer or deny any rights of entry into Canada.
- 9.10 Any Federal Law containing provisions dealing with Canadian citizenship and immigration will continue to apply to Citizens. For greater certainty, the Métis Government does not have jurisdiction in respect of Canadian citizenship or immigration matters.

Conflict Provision

- 9.11 Subject to section 9.08 to 9.10, in the event of a Conflict between a Métis Government Law made pursuant to section 9.01 and a Federal Law, the Métis Government Law will prevail to the extent of the Conflict.

CHAPTER 10: JURISDICTION FOR SELECTION OF REPRESENTATIVES OF THE MÉTIS GOVERNMENT

Scope of Jurisdiction

- 10.01 As of the Self-Government Implementation Date, the Métis Government, on behalf of the Métis Communities Represented by the MNO, is recognized as having Jurisdiction in relation to the method of selection of the representatives of the Métis Government, including the method of selection of the representatives of any Governance Structure.

Métis Government Law

- 10.02 As of the Self-Government Implementation Date, the Métis Government shall maintain a Métis Government Law that sets out the processes for the selection of the representatives of the Métis Government and its Governance Structures, including internal appeal processes.
- 10.03 In order to meet the requirements set out in section 5.01, the MNO agrees to develop the Métis Government Law required under section 10.02, and this law will be deemed to be automatically adopted by the Métis Government and effective on the Métis Self-Government Implementation Date until amended by the Métis Government.

Conflict Provision

- 10.04 In the event of a Conflict between a Métis Government Law made pursuant to section 10.01 and a Federal Law, the Métis Government Law will prevail to the extent of the Conflict.

CHAPTER 11: JURISDICTION FOR INTERNAL STRUCTURES, OPERATIONS, PROCEDURES, AND FINANCIAL MANAGEMENT

Scope of Jurisdiction

- 11.01 As of the Self-Government Implementation Date, the Métis Government, on behalf of the Métis Communities Represented by the MNO, is recognized as having Jurisdiction in relation to its structure, operations, procedures, and financial management.

Métis Government Law

- 11.02 As of the Self-Government Implementation Date, the Métis Government shall maintain a Métis Government Law that governs its internal structures, operations, procedures, and financial management, including its accountability to its Citizens for financial matters.
- 11.03 In order to meet the requirements set out in section 5.01, the MNO agrees to develop the Métis Government Law required under section 11.02, and this law will be deemed to be automatically adopted by the Métis Government and effective on the Métis Self-Government Implementation Date until amended by the Métis Government.

Conflict Provision

- 11.04 In the event of a Conflict between a Métis Government Law made pursuant to section 11.01 and a Federal Law, the Métis Government Law will prevail to the extent of the Conflict.

CHAPTER 12: LIABILITY AND INDEMNIFICATION

- 12.01 The Métis Government may, in the exercise of the Jurisdiction, make Métis Government Laws concerning the personal immunity from civil liability of employees, officers, or elected officials of the Métis Government, Governance Structures, and its Institutions, subject to such provisions also providing that the Métis Government, Governance Structures, or Institutions as employer retains vicarious liability for the acts or omissions of employees, officers, or elected officials of the Métis Government, Governance Structures, or Institutions covered by the immunity.
- 12.02 The Métis Government shall indemnify and save harmless Canada and its employees and agents from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any action or omission of the Métis Government, its Governance Structures, and its Institutions and their employees or agents in relation to the exercise of any rights, powers, or responsibilities arising from a Métis Government Law that occur after the Self-Government Implementation Date.
- 12.03 Canada shall indemnify and save harmless the Métis Government and its employees and agents from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any action or omission of Canada and its employees or agents in relation to the exercise of any federal rights, powers, or responsibilities arising from any applicable Federal Law that occur prior to the Self-Government Implementation Date.
- 12.04 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 this Chapter:
- (a) shall defend the claim, demand, action, or proceeding; and
 - (b) shall not settle or compromise the claim, demand, action, or proceeding except with the consent of the Party that has granted the indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

- 12.05 The Métis Government shall maintain comprehensive general liability insurance in an appropriate amount to insure against bodily injury, personal injury, property damage, including loss of use thereof, and liability arising from this Agreement.
- 12.06 For greater certainty, financial obligations entered into by the Métis Government pursuant to this Agreement will not imply or impose any legal liability on Canada.

CHAPTER 13: MÉTIS GOVERNMENT LAWS

Application of Métis Government Laws

- 13.01 Métis Government Laws will apply to all Citizens as well as the Métis Government, Governance Structures, and Institutions.
- 13.02 During the negotiation of an Additional Jurisdiction Implementation Agreement, the Métis Government and Canada shall determine whether the Métis Government Laws adopted in respect of a further jurisdiction recognized under an Additional Jurisdiction Implementation Agreement should be made applicable to non-Citizens.

Delegation of Jurisdiction

- 13.03 The Métis Government's power to make a Métis Government Law as recognized in this Agreement cannot be delegated.
- 13.04 Additional Jurisdiction Implementation Agreements may provide for the recognition of the law-making power of the Métis Government or a Governance Structure in accordance with the Constitution.

Development of Contemplated Métis Government Laws

- 13.05 Canada shall provide funding to the MNO to support the development and passage of the Métis Government Laws required under this Agreement.

Validity of Actions Taken Prior to Self-Government Implementation Date

- 13.06 Any action taken or determination or decision made by the MNO prior to the Self-Government Implementation Date is deemed to be valid to the extent that the action, determination, or decision is an express requirement of this Agreement.

Access to and Notice of Métis Government Laws

- 13.07 As of the Self-Government Implementation Date, the Métis Government shall maintain a public registry by electronic means where all Métis Government Laws and the Constitution will be posted:
- (a) in English;
 - (b) in French; and
 - (c) in any other language at the discretion of the Métis Government, including Michif.
- 13.08 All persons, including Citizens, will be deemed to have notice of a Métis Government Law upon its being posted on the public registry referred to in section 13.07.
- 13.09 Upon receiving a written request from a Citizen for a copy of the Constitution or a Métis Government Law, the Métis Government shall provide a copy of the requested document to the Citizen, for which the Métis Government may set a reasonable fee.

Judicial Notice of Métis Government Laws

- 13.10 Judicial notice may be taken of a Métis Government Law once the law is posted on the public registry referred to in section 13.07.

CHAPTER 14: MÉTIS GOVERNMENT AUTHORITY

- 14.01 The Métis Government, on behalf of the Métis Communities Represented by the MNO, may delegate some or all of its Authority in accordance with the Constitution.
- 14.02 A delegation must be agreed to in writing by the Métis Government and the delegate.
- 14.03 An Authority delegated under this Chapter may include the responsibility to develop rules, policies, or make decisions under the Constitution or a Métis Government Law related to a Jurisdiction or an Additional Jurisdiction Implementation Agreement, including the Métis Government providing the requisite funding to the Governance Structure or Institution to undertake the delegated Authority.

CHAPTER 15: ADMINISTRATION, ENFORCEMENT, AND ADJUDICATION OF MÉTIS GOVERNMENT LAWS

- 15.01 The Jurisdiction that the Métis Government exercises on behalf of the Métis Communities Represented by the MNO includes the ability to provide for the voluntary settlement of disputes between Citizens.
- 15.02 The Jurisdiction that the Métis Government exercises on behalf of the Métis Communities Represented by the MNO includes the ability to provide for the establishment of administrative bodies to administer Métis Government Laws.
- 15.03 The Intergovernmental Relations Agreement as contemplated in Chapter 18 will address the administration, enforcement, and adjudication of Métis Government Laws.

CHAPTER 16: ACCESS TO INFORMATION AND PRIVACY

- 16.01 The Métis Government and Canada may enter into agreements to address the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.
- 16.02 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.
- 16.03 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 16.01, in accordance with which the confidentiality of the information will be protected.
- 16.04 Canada is not required to disclose to the Métis Government information that is confidentially disclosed to another government.
- 16.05 Subject to section 16.04, 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.
- 16.06 Subject to section 16.05, Canada is not required to disclose any information to the Métis Government that Canada is required to withhold pursuant to any Federal Law or provincial law.

16.07 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.

16.08 Notwithstanding any other provision of this Agreement, the Parties are not required by this Agreement to disclose any information that may be withheld under a privilege at law or, in the case of Canada, in accordance with sections 37 to 39 inclusive of the *Canada Evidence Act*.

CHAPTER 17: RELATIONSHIP OF LAWS

Application of Federal Laws

17.01 For greater certainty, except as otherwise provided for in this Agreement, Federal Laws apply to the Métis Government, Governance Structures, Institutions, and its Citizens.

No Direct or Indirect Law-Making Authority

17.02 For greater certainty, the Jurisdiction of the Métis Government does not include the power to make Métis Government Laws in relation to:

- (a) criminal law or procedure;
- (b) labour relations and working conditions;
- (c) shipping, navigation, and aeronautics;
- (d) protection of health and safety and matters of national importance to all Canadians;
- (e) intellectual property;
- (f) banking, insurance, bankruptcy, insolvency, incorporation of companies, and competition;
- (g) international and interprovincial trade and commerce; and
- (h) national defence and national security.

17.03 For greater certainty, the absence of any matter from the list set out in section 17.02 does not imply that the absent matter is a matter in relation to which the

Métis Government may make Métis Government Laws pursuant to this Agreement.

Laws of Overriding National Importance

17.04 Notwithstanding any other provision of this Agreement, Federal Laws related to matters of overriding national importance, including:

- (a) the preservation of peace, order, and good government in Canada;
- (b) criminal law and procedure; and
- (c) human rights

will prevail over a Métis Government Law to the extent of any Conflict.

Activities Related to National Defence or National Security

17.05 Nothing in this Agreement limits the ability of Canada to carry out lawful activities related to the national defence or national security of Canada under applicable Federal Law.

Incidental Impacts

17.06 Notwithstanding any provision of this Agreement, where a Métis Government Law has an incidental impact in relation to a subject matter for which:

- (a) no recognized Jurisdiction is provided in this Agreement; or
- (b) the Métis Government has Jurisdiction but this Agreement does not provide for the priority of such a Métis Government Law

and there is a Conflict between that Métis Government Law and a Federal Law, the Federal Law will prevail to the extent of the Conflict.

Double Aspect

17.07 Notwithstanding any provision of this Agreement, where a Métis Government Law has a double aspect in relation to a subject matter for which:

- (a) no recognized Jurisdiction is provided for in this Agreement; or
- (b) the Métis Government has Jurisdiction but this Agreement does not provide for the priority of such a Métis Government Law

and there is a Conflict between that Métis Government Law and a Federal Law, the Federal Law will prevail to the extent of the Conflict.

Provincial Laws

17.08 For greater certainty, those provincial laws that apply of their own force continue to apply in the same manner and to the same extent as they did prior to the Self-Government Implementation Date.

Statutory Instruments Act

17.09 As of the Self-Government Implementation Date, the *Statutory Instruments Act* will not apply to Métis Government Laws.

Canadian Human Rights Act

17.10 For greater certainty, as of the Self-Government Implementation Date, the *Canadian Human Rights Act* will apply to the Métis Government.

Application of the Canadian Charter of Rights and Freedoms

17.11 For greater certainty, as of the Self-Government Implementation Date, the *Canadian Charter of Rights and Freedoms* will apply to the Métis Government, including its Governance Structures as well as its Institutions that have been delegated Authority from the Métis Government.

PART V REQUIRED AGREEMENTS AND TRANSITION

CHAPTER 18: INTERGOVERNMENTAL RELATIONS AGREEMENT

18.01 The government-to-government relationship established by this Agreement requires an intergovernmental relationship that is based on recognition of rights, respect, cooperation, and partnership.

18.02 In order to meet the requirement set out in section 5.01, the Intergovernmental Relations Agreement will address the following matters:

- (a) principles guiding the intergovernmental relationship;
- (b) Canada's international legal obligations;
- (c) the establishment of processes to resolve disputes between the Parties, including dealing with matters such as:

- (1) notice and stages of the dispute resolution process;
 - (2) any requirement(s) to exhaust internal or informal dispute resolution processes;
 - (3) availability of mediation, arbitration, or other third-party facilitation of disputes;
 - (4) financial responsibility of the Parties regarding the dispute resolution process; and
 - (5) any matters ineligible for or excluded from the dispute resolution processes;
- (d) the Métis Government's Jurisdiction in relation to the administration of Métis Government Laws, working in cooperation with the Government of Ontario, where necessary, including matters such as:
- (1) offences, penalties, and sanctions for the violation of Métis Government Laws;
 - (2) the enforcement and prosecution of Métis Government Laws;
 - (3) the adjudication of Métis Government Laws, including civil and administrative remedies available;
 - (4) the availability of appeals from or judicial review of decisions of the Métis Government and its Governance Structures or Institutions; and
 - (5) other administration of justice issues related to Métis Government Laws;
- (e) the development of a mutually agreeable implementation plan for the period following the Self-Government Implementation Date, including an implementation committee to oversee the implementation of said plan; and
- (f) any other matters of the renewed government-to-government relationship agreed to between the Parties.

18.03 Some aspects or components of the Intergovernmental Relations Agreement will be declared as having the force of law and will be binding on, and may be relied

on by, all persons or bodies upon the issuance of an Order in Council providing such.

CHAPTER 19: FISCAL ISSUES

Fiscal Relationship

- 19.01 The government-to-government relationship established through this Agreement requires a new intergovernmental Fiscal Relationship between the Parties.
- 19.02 In order to advance this new intergovernmental Fiscal Relationship, the Parties agree to work together to reach Fiscal Arrangements that:
- (a) ensure that the Métis Government has access to sufficient fiscal resources to meet its Expenditure Needs pursuant to this Agreement and any Additional Jurisdiction Implementation Agreement reached between the Parties;
 - (b) advance the goals of:
 - (1) Citizens having equal opportunities for well-being as other Canadians;
 - (2) achieving and maintaining equity in socio-economic outcomes between Citizens and other Canadians;
 - (3) supporting the political, social, economic, and cultural development of the Métis Communities Represented by the MNO;
 - (4) the Métis Government having the means to preserve, protect, use, develop, and transmit the language, culture, and heritage of its Citizens and the Métis Communities Represented by the MNO, including the past, present, and future manifestations of that culture, and contributing to the revitalization of Métis language; and
 - (5) Citizens having access to public programs and services that are reasonably comparable to those available to other Canadians in similar circumstances; and
 - (c) acknowledge the unique and distinct nature of the Métis Government, including, but not limited to:

- (1) the population of Citizens served by the Métis Government, and, as applicable, the agreed-upon service population(s) related to specific responsibilities;
- (2) the structure of the Métis Government, including its province-wide self-government functions and program and service delivery systems; and
- (3) other unique cultural features or traditional decision-making institutions or practices of the Métis Government.

19.03 The Parties are committed to the principle that the financing of the Métis Government is a shared responsibility of the Métis Government and Canada.

19.04 The Parties are committed to the principle that the Fiscal Relationship should be reasonably stable and predictable over time, while providing sufficient flexibility to address changing circumstances.

Fiscal Financing Agreement

19.05 In order to meet the requirement set out in section 5.01(d), the Fiscal Financing Agreement will be consistent with the sections 19.02, 19.03, and 19.04 and will address the following matters:

- (a) the Metis Government's responsibilities pursuant to this Agreement;
- (b) how transfer payments from Canada to the Métis Government will be calculated and made, including:
 - (1) if, how, and in what circumstances the own-source revenues or own-source revenue capacity of the Métis Government will be considered; and
 - (2) the manner in which transfer payments may be adjusted during the term of the Fiscal Financing Agreement;
- (c) accountability requirements of the Métis Government, including any reporting and audit requirements;
- (d) procedures for resolving disputes related to the implementation or interpretation of the Fiscal Financing Agreement;
- (e) the term of the Fiscal Financing Agreement;

- (f) the process for the amendment, extension, renewal, or replacement of the Fiscal Financing Agreement; and
 - (g) any other provisions agreed to by the Parties.
- 19.06 The Fiscal Financing Agreement required in section 5.01(d) and contemplated in this Chapter may evolve into a mutually agreeable Fiscal Arrangement that addresses the requirement in Chapter 5 and the commitments in this Chapter by alternative means.
- 19.07 The MNO is committed to ensuring that it will provide a reasonable amount of funding from any Fiscal Financing Agreement signed with Canada to support the Governance Structures at the local and regional level, as set out in the Constitution, to enable the Métis Communities Represented by the MNO to continue to have a meaningful role in the Métis Government.

Fiscal Policy Development

- 19.08 Upon signing of this Agreement, the Parties agree to work together, along with other Métis groups negotiating self-government with Canada, to co-develop an annex to the Collaborative Self-Government Fiscal Policy to address Métis self-government.
- 19.09 Following the co-development of the annex contemplated in section 19.08 being achieved, Canada is committed to continuing to engage and involve the Métis Government about any proposed amendments, replacements, or changes to Canada's prevailing Indigenous self-government fiscal policies, including the Collaborative Self-Government Fiscal Policy, that may affect this Agreement, a Fiscal Arrangement, or the Fiscal Relationship between the Parties.

Appropriation of Funds

- 19.10 Any funding referred to under any provision of this Agreement is subject to the appropriation of funds:
- (a) in the case of Canada, by Parliament; and
 - (b) in the case of the Métis Government, by the relevant body as set out in the Constitution.

Access to Federal Funding

- 19.11 Unless as provided for in another agreement between the Parties, prior to the Fiscal Financing Agreement taking effect or the Self-Government Implementation

Date, nothing in this Agreement limits or excludes the MNO from applying and advocating for or accessing and benefiting from existing or future federal funding for its Members that may ultimately be incorporated within the Fiscal Financing Agreement or any Additional Jurisdiction Implementation Agreement.

- 19.12 Nothing in this Agreement will prevent the Métis Government, Governance Structures, Institutions, or Citizens from participating in and benefitting from federal programs or federally-sponsored government programs in accordance with the general criteria established from time to time, to the extent that the Métis Government has not assumed responsibility for the programs under the Fiscal Financing Agreement or another Fiscal Arrangement.

No Effect on Provincial Funding

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

Additional Jurisdiction Implementation Agreements

- 19.14 Where, as contemplated in Part VI, the Parties have entered into a process to reach an Additional Jurisdiction Implementation Agreement, the Parties agree to enter into funding discussions based on the Fiscal Relationship and the principles set out in this Chapter related to the contemplated agreement. Where appropriate, the Parties will seek to include the Government of Ontario in these discussions.

Fiscal Obligations Addressed through Fiscal Arrangements

- 19.15 Except as expressly provided for in sections 6.02, 13.05, 23.04, 23.08, and 25.03, nothing in this Agreement, or in an Additional Jurisdiction Implementation Agreement, and no exercise of Jurisdiction that has been recognized in this Agreement, or jurisdiction recognized in an Additional Jurisdiction Implementation Agreement, will be interpreted as creating a financial obligation or service responsibility on the part of any Party.
- 19.16 The Parties acknowledge that any fiscal commitments, financial obligation, or service responsibility flowing from or related to this Agreement or an Additional Jurisdiction Implementation Agreement will be addressed through a Fiscal Arrangement.

CHAPTER 20: TRANSITION

20.01 Following the signing of this Agreement, the Parties shall establish a committee to develop and implement a Transition Plan for:

- (a) the conversion of the MNO's current structures and institutions to its successor;
- (b) the details of the process for the ratification of this Agreement and the Constitution by the Electors as contemplated in Chapter 23; and
- (c) any other matters required prior to the Self-Government Implementation Date.

20.02 As a part of the Transition Plan, the Parties shall seek to engage Government of Ontario where provincial legislation is relied upon to provide the MNO and its related governance structures and institutions with their current legal status and capacity, including the *Métis Nation of Ontario Secretariat Act, 2015*, S.O. 2015, c. 39.

PART VI ADDITIONAL JURISDICTION IMPLEMENTATION AGREEMENTS

CHAPTER 21: NEGOTIATION OF ADDITIONAL JURISDICTION IMPLEMENTATION AGREEMENTS

Negotiation of Additional Jurisdiction Implementation Agreements

21.01 The Métis Government and Canada may seek to negotiate additional self-government arrangements relating to one or more specific subject matters set out in Schedule A through Additional Jurisdiction Implementation Agreements.

21.02 Any Additional Jurisdiction Implementation Agreement will be considered as if the Additional Jurisdiction Implementation Agreement was a Chapter of this Agreement and may be given legal force and effect by way of an Order in Council under the Federal Recognition Legislation.

Participation of the Government of Ontario

21.03 The Parties are committed to engaging in negotiations with the Government of Ontario, as contemplated in and committed to under the Framework Agreement, in relation to any Additional Jurisdiction Implementation Agreement.

- 21.04 The Parties recognize that Additional Jurisdiction Implementation Agreements may affect areas of provincial jurisdiction. It is the position of Canada that where provincial jurisdiction may be affected, the negotiation of an Additional Jurisdiction Implementation Agreement will require the participation of the Government of Ontario.
- 21.05 The Parties are prepared to enter into discussions with the Government of Ontario with respect to the negotiation of an Additional Jurisdiction Implementation Agreement contemplated under this Agreement or in relation to matters arising from an Additional Jurisdiction Implementation Agreement with a view to ensuring effective implementation of said Additional Jurisdiction Implementation Agreement.
- 21.06 For greater certainty, sections 21.03 and 21.04 do not preclude the negotiation, conclusion, and implementation of an Additional Jurisdiction Implementation Agreement where the agreement engages the recognition and implementation of a right or jurisdiction that the Métis Communities Represented by the MNO may possess where the Government of Ontario has indicated that it is not prepared to enter into discussions or negotiations.

Other Processes

- 21.07 Nothing in this Agreement restricts the Métis Government's participation in other processes that may provide an opportunity to negotiate or conclude Additional Jurisdiction Implementation Agreements.

PART VII SIGNING OF THIS AGREEMENT AND RATIFICATION

CHAPTER 22: SIGNING OF THE AGREEMENT

- 22.01 This Agreement will be signed by the Parties following:
- (a) the adoption of a resolution by of the PCMNO authorizing its designated representatives to sign this Agreement on behalf of the MNO; and
 - (b) approval from federal Cabinet authorizing the Minister of Crown-Indigenous Relations to sign this Agreement on behalf of Canada.

CHAPTER 23: RATIFICATION OF THIS AGREEMENT AND THE CONSTITUTION BY THE ELECTORS

Ratification of this Agreement

- 23.01 In order to meet the requirements in section 5.01, this Agreement will be ratified through a process to be set out in the Transition Plan that, in addition to other agreed upon requirements, respects Métis customs, practices, and traditions as well as the existing democratically elected governance structures of the MNO in order to demonstrate sufficient support and informed consent of the Electors.
- 23.02 The MNO is committed to ensuring that the ratification process contemplated in this Chapter ensures the Métis Communities Represented by the MNO have a meaningful opportunity to participate and provide informed consent in relation to the ratification of this Agreement.
- 23.03 The ratification process will have established rules, procedures, age of eligible Electors, and requisite support levels for its conduct.
- 23.04 Based on section 23.03 being met, Canada shall provide funding to the MNO to undertake the ratification process related to this Agreement.

Ratification of the Constitution

- 23.05 In order to meet the requirements in sections 5.01, the Constitution will be ratified through a process to be set out in the Transition Plan that, in addition to other agreed upon requirements, respects Métis customs, practices, and traditions as well as the existing democratically elected governance structures of the MNO in order to demonstrate sufficient support and informed consent of the Electors.
- 23.06 The MNO is committed to ensuring that the ratification process contemplated in this Chapter ensures the Métis Communities Represented by the MNO have a meaningful opportunity to participate and provide informed consent in relation to the ratification of the Constitution.
- 23.07 The ratification process will have established rules, procedures, age of eligible Electors, and requisite support levels for its conduct.
- 23.08 Based on section 23.07 being met, Canada shall provide funding to the MNO to undertake the ratification process related to the Constitution.

Concurrent Ratification

23.09 The ratification of this Agreement and the Constitution contemplated in this Chapter will occur at the same time.

CHAPTER 24: RATIFICATION OF THIS AGREEMENT BY CANADA

24.01 The ratification of this Agreement by Canada shall consist of:

- (a) the signing of this Agreement by the Minister of Crown-Indigenous Relations as contemplated in section 22.01;
- (b) the coming into force of the Federal Recognition Legislation;
- (c) the completion of the requirements set out in section 5.01; and
- (d) the issuance of an Order in Council as contemplated in section 4.01.

PART VIII INTERPRETATION, IMPLEMENTATION, AND LEGAL EFFECT AND STATUS OF THE AGREEMENT

CHAPTER 25: INTERPRETATION AND IMPLEMENTATION OF THIS AGREEMENT

The Honour of the Crown

25.01 The Parties agree that the honour of the Crown applies to all aspects of their relationship, including the interpretation and implementation of this Agreement.

Obligation to Negotiate

25.02 The Parties agree to participate in negotiations to advance the purpose of and the commitments in this Agreement and the Framework Agreement.

25.03 Canada shall provide the Métis Government funding to participate in the negotiations, including, but not limited to, processes to co-develop, mutually agree to, and sign the agreements contemplated under this Agreement.

25.04 Whenever the Parties are obligated under any part of this Agreement to co-develop an agreement, the Parties agree to participate in the processes or negotiations related to that commitment in good faith.

Implementation of this Agreement

- 25.05 The Parties shall act honourably and in good faith in the implementation of this Agreement.
- 25.06 Where federal legislative measures are required to give effect to a provision of this Agreement, Canada shall recommend the legislative measures for approval.
- 25.07 The implementation of this Agreement as well as future negotiations contemplated under it will be based on a rights recognition and non-extinguishment of rights approach.

Official Languages Act

- 25.08 This Agreement has been made in English and French, and both versions of this Agreement are equally authoritative, in accordance with the *Official Languages Act*.

CHAPTER 26: PARTICIPATION OF THE GOVERNMENT OF ONTARIO IN THE IMPLEMENTATION OF THIS AGREEMENT

- 26.01 The Parties are committed to engaging in negotiations with the Government of Ontario, as contemplated in and committed to under the Framework Agreement, with respect to matters arising from this Agreement, with a view to ensuring effective implementation of this Agreement.
- 26.02 The implementation of this Agreement is not contingent on the participation of the Government of Ontario.

CHAPTER 27: LEGAL EFFECT OF THIS AGREEMENT

No Effect on the Constitution of Canada

- 27.01 For greater certainty, 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 section 91(24) of the *Constitution Act, 1867*; and
 - (c) any right, freedom, interest, or claim protected by sections 25 and 35 of the *Constitution Act, 1982* or flowing from any constitutional duty or obligation.

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

27.02 Nothing in this Agreement or the implementation of this Agreement extinguishes, defines, creates, modifies, limits, prejudices, restricts, or surrenders any right, freedom, interest, or claim:

- (a) protected by sections 25 or 35 of the *Constitution Act, 1982* or flowing from any constitutional duty or obligation; or
- (b) any other inherent jurisdiction, right, freedom, interest, or claim

that is held or exercised collectively by the Métis Communities Represented by the MNO or components thereof.

27.03 Nothing in this Agreement is intended to address any outstanding legal or constitutional duties or obligations that may be owed to the Métis Communities Represented by the MNO, including but not limited to the Northwestern Ontario Métis Community.

Other Reconciliation Related Processes

27.04 Nothing in this Agreement or its implementation will be interpreted as or is intended to preclude the Parties from engaging in other reconciliation-related processes, discussions, negotiations, arrangements, or agreements that:

- (a) may be contemplated or reached under the Northwestern Ontario Métis Community Agreement;
- (b) are specific to one or more of the Métis Communities Represented by the MNO or the Métis Government;
- (c) are related to advancing reconciliation related to a discrete right, interest, freedom, or claim of any one or more Métis Communities Represented by the MNO.

27.05 The MNO is committed to ensuring that any reconciliation-related processes, discussions, or negotiations contemplated or understood pursuant to section 27.04 that engage the specific rights, interests, freedoms, or claims protected by sections 25 and 35 of the *Constitutional Act, 1982* collectively held by the Métis Communities Represented by the MNO will include the Governance Structures representing those communities.

27.06 For greater certainty, the Parties agree that any other reconciliation-related arrangement or agreements flowing from the Framework Agreement that impact

the specific rights, interests, freedoms, or claims protected by sections 25 and 35 of the *Constitution Act, 1982* collectively held by the Métis Communities Represented by the MNO will require the approval of the relevant Métis Communities Represented by the MNO

Fiduciary Relationship, Duties, or Obligations

- 27.07 The overall fiduciary relationship between the Crown and the Métis Communities Represented by the MNO or components thereof remains in place and will continue following the Self-Government Implementation Date.
- 27.08 Any specific fiduciary duties or obligations owing to the Métis Communities Represented by the MNO or components thereof will be determined based on the common law.
- 27.09 Nothing in this Agreement recognizes, limits, alters, or addresses any fiduciary duty or obligation owing to the Métis Communities Represented by the MNO or components thereof by the Crown, including any past breach of a fiduciary duty or obligation.
- 27.10 Any fiduciary obligations owed by Canada to the Métis Communities Represented by the MNO or components thereof may change as the Métis Government exercises the Jurisdiction set out in this Agreement or any Additional Jurisdiction Implementation Agreement.

No Effect or Impact on Other Aboriginal Peoples

- 27.11 Nothing in this Agreement abrogates or derogates from any aboriginal or treaty right held by other groups who are not a party to this Agreement.

Non-Derogation

- 27.12 This Agreement will be construed so as to uphold existing aboriginal and treaty rights recognized and affirmed under sections 25 and 35 of the *Constitution Act, 1982*, and not to abrogate or derogate from them.
- 27.13 Nothing in this Agreement will prevent the MNO or the Métis Government from participating in or benefitting from federal legislation or officially approved federal policies extending or allowing for recognition of the jurisdiction and law-making authority of Indigenous governing bodies for which they would otherwise be eligible.

CHAPTER 28: LEGAL AND CONSTITUTIONAL STATUS OF THIS AGREEMENT

- 28.01 This Agreement is an Incremental Agreement as contemplated under the Framework Agreement.
- 28.02 This Agreement is not a treaty or a land claims agreement within the meaning of section 35(3) of the *Constitution Act, 1982*, however, the Parties agree to consider the potential constitutional protection of this Agreement under section 35(3) of the *Constitution Act, 1982* in the future.

PART IX GENERAL PROVISIONS

CHAPTER 29: JUDICIAL DETERMINATION IN RESPECT OF VALIDITY

- 29.01 If a court of competent jurisdiction determines any provision of this Agreement to be invalid or unenforceable, the provision will be severed from this Agreement to the extent of the invalidity or unenforceability, and the remainder of this Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.
- 29.02 If a court of competent jurisdiction determines any provision of this Agreement to be invalid or unenforceable, the Métis Government and Canada shall make best efforts to remedy or replace the provision.
- 29.03 A breach of this Agreement by a Party does not relieve the Party from its obligations under this Agreement.
- 29.04 Neither the Métis Government nor Canada will have a claim or a cause of action against the other by reason of any provision of this Agreement, or legislative measures giving effect to this Agreement, being found by a court of competent jurisdiction to be invalid.
- 29.05 The Parties will not challenge, or support a challenge to, the validity of any provision of this Agreement or the legislative measures giving effect to this Agreement.

CHAPTER 30: ENTIRE AGREEMENT

- 30.01 This Agreement is the entire agreement between the Parties, and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right, or obligation affecting this Agreement.

30.02 The preamble and schedules form a part of this Agreement.

CHAPTER 31: AMENDMENT

31.01 Prior to the Order in Council contemplated under section 4.01 being issued, the Parties may agree to technical amendments to this Agreement.

31.02 Following the Self-Government Implementation Date, this Agreement may be amended from time to time with the written consent of the Métis Government and Canada. The written consent of the Métis Government will be provided in accordance with its Constitution. The written consent of Canada will be provided by an Order in Council.

CHAPTER 32: ASSIGNMENT, SUCCESSORSHIP, AND ENUREMENT

32.01 Unless otherwise agreed to by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party.

32.02 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted successors.

32.03 The Métis Government will be the sole successor to the MNO for the purposes of this Agreement.

32.04 For greater certainty, upon the Self-Government Implementation Date and consistent with the Transition Plan developed pursuant to Chapter 20, all the rights, titles, interests, assets, obligations, and liabilities of the MNO will be vested in the Métis Government as its successor.

CHAPTER 33: NO IMPLIED WAIVER

33.01 A provision of this Agreement, or the performance by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party giving the waiver.

33.02 No written waiver of a provision of this Agreement, or a performance by a Party of an obligation under this Agreement, or default by a Party of an obligation under this Agreement, will be a waiver of any other provision, obligation, or subsequent default.

CHAPTER 34: NOTICE

34.01 Any notice, communication, or consent to be given pursuant to this Agreement will be in writing and will be delivered personally or by courier, transmitted by

fax, transmitted by email, or mailed by pre-paid registered mail. Notice will be considered to have been given, made, or delivered and received:

- (a) if 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) if transmitted by fax or email and the sender receives confirmation of the transmission, at the start of business on the business day following the day on which it was transmitted; or
- (c) if mailed by pre-paid registered post in Canada, when the postal receipt is acknowledged by the addressee.

34.02 Notice to Canada will be provided at:

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

34.03 Notice to the MNO or Métis Government will be provided at:

Métis Nation of Ontario President
66 Slater Street, Suite 100
Ottawa, ON, K1P 5H1
Fax: (613) 722-4225

34.04 A Party may change its address, fax number, or email address by giving notice of the change to the other Party.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

THIS AGREEMENT HAS BEEN SIGNED in OTTAWA on JUNE 17, 2019.

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

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Signed in the presence of
Witness

ORIGINAL SIGNED BY

The Honourable Carolyn Bennett, PC, MP,
M.D.

)
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Witness

**THE MÉTIS NATION OF ONTARIO as
represented by its President**

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Signed in the presence of:
Witness

ORIGINAL SIGNED BY

Margaret Froh

)
)

Witness

Per: Provisional Council of the Métis Nation of Ontario

Schedule A

Additional Jurisdiction Implementation Agreements

The Parties may negotiate Additional Jurisdiction Implementation Agreements in relation to the following subject matters:

- Additional Self-Government Jurisdiction;
- Language, Culture, and Heritage;
- Education;
- Training;
- Child Care;
- Early Childhood Development;
- Child and Family Services in a Manner that is Consistent with any Relevant Federal Legislation;
- Administration of Justice;
- Housing and Infrastructure;
- Health Services and Promotion;
- Economic Development;
- Environment;
- Veterans' Affairs;
- Application of Métis Government Laws on Lands held by the Métis Government or a Governance Structure;
- The Métis Government's Role, Involvement, or Shared Decision-Making in Relation to:
 - Water and Subsurface Rights;
 - Wildlife, Fishing, and Fisheries;
 - Forests;
 - Protected Areas; and
 - Land Management;
- Environmental Assessment;
- National Parks; and
- Any Other Matters Agreed to by the Parties, including Taxation.