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**MEMORANDUM OF UNDERSTANDING ('M.O.U.')**

**THE MÉTIS NATION - SASKATCHEWAN ('MNS')**

(as represented by the President of the Métis Nation - Saskatchewan)

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA ('CANADA')**

(as represented by the Minister designated as the Federal Interlocutor for Métis and Non-Status Indians)

and

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN ('SASKATCHEWAN')**

(as represented by the Minister of Aboriginal Affairs)

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(as represented by the Minister of Aboriginal Affairs)

(being 'the Parties')

Whereas the Parties are in agreement to participate in tripartite negotiations with the goal of implementing practical and workable models and agreements respecting Métis governance of Métis communities and Métis institutions.

Whereas the Parties also agree to participate in the development and implementation of practical program initiatives.

Therefore the Parties have reached the following understanding:

**Purpose**

- 1.1 The purpose of this M.O.U. is to have a coordinated and cooperative tripartite partnership between the Parties and to maintain, enhance and strengthen Métis culture, governance and capacity of Métis communities and Métis institutions.

**Needs and Priorities**

- 2.1 The Parties have identified the following needs and priorities:
- 1) housing and shelter
  - 2) health
  - 3) education and training
  - 4) justice
  - 5) social and economic development
  - 6) culture and languages
  - 7) land and resource use and management and the environment
  - 8) Métis governance of Métis communities and Métis institutional development
  - 9) Métis Youth, Elders, Women and People with Disabilities
- 2.2 The Parties agree to discuss these and other needs and priorities which may be identified from time to time.

**Structure**

- 3.1 The Parties will establish a Tripartite Management Committee (TMC) composed of senior officials of the Parties.
- 3.2 The TMC will be responsible for the overall conduct and coordination of tripartite activities, including the devolution and, when and where appropriate, the transfer of actual programs and services, by:
- 1) identifying options and opportunities for cooperation; and,
  - 2) facilitating the development of proposals with the goal of addressing needs and priorities.
- 3.3 The TMC may establish working groups or subcommittees to address particular initiatives as determined by the TMC. Working groups and subcommittees will report to the TMC.

**Process**

- 4.1 It is intended that the TMC will meet at least quarterly and quorum means that each Party will be represented at the meeting. All decisions will be made by consensus.

- 4.2 The MNS will propose its annual tripartite work plan and budget which will be submitted to the TMC for approval.
- 4.3 The Parties will discuss the proposed work plan and budget, and undertake internal consultations, as necessary, to obtain the support of affected line departments in order to reach agreement on a final work plan and budget.
- 4.4 Any negotiated arrangements pursuant to this M.O.U. should consider the rights and interests of other residents of Saskatchewan.

**Resolution**

- 5.1 Where issues arising in the tripartite process cannot be resolved, they may be referred by the TMC to the President of the MNS and to the responsible Ministers for Canada and Saskatchewan for consideration, further direction and/or resolution.

**Evaluation**

- 6.1 The Parties will conduct an annual evaluation of the progress made pursuant to this M.O.U.

**Financing**

- 7.1 To facilitate the participation of the MNS in the tripartite process, Canada and Saskatchewan will equally share the agreed costs of the MNS annual tripartite work plan within the limits of available funds.

**Time Frame**

- 8.1 This M.O.U. will be in effect for an initial period starting from the date the M.O.U. is signed by all three (3) Parties, ending July 2008, and may be extended by mutual agreement of the Parties.
- 8.2 Any Party may terminate this M.O.U. upon six (6) months written notice to the other parties.

**Bilateral Agreements**

- 9.1 Nothing in this M.O.U. shall be construed so as to prevent the MNS from seeking to negotiate and conclude bilateral agreements with Canada and Saskatchewan.

**Existing Funding, Programs and Services**

- 10.1 This M.O.U. and any arrangements made pursuant to the tripartite process will not affect the eligibility of Saskatchewan Métis or the MNS or its members to receive benefits, programs and services to which they would otherwise be entitled from Canada or Saskatchewan, unless otherwise agreed to by the Parties.

**General**

- 11.1 Nothing in this M.O.U. is intended to create binding legal obligations nor will it be used in the interpretation of any other agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MEMORANDUM THIS 14 DAY OF OCTOBER, 2003.

On behalf of the  
Métis Nation - Saskatchewan

On behalf of Her Majesty the  
Queen in right of Canada

On behalf of Her Majesty the  
Queen in right of the  
Province of Saskatchewan

Original signed by  
Clément Chartier

Original signed by  
Honourable Ralph Goodale

Original signed by  
Honourable Eldon Lautermilch

\_\_\_\_\_  
President

\_\_\_\_\_  
Federal Interlocutor for Métis  
and Non-Status Indians

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Minister of Aboriginal Affairs

Original signed by Alan Morin

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Witness

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Witness

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