

**GOVERNMENT OF SASKATCHEWAN/MÉTIS NATION - SASKATCHEWAN
MEMORANDUM OF UNDERSTANDING ON MÉTIS FOOD HARVESTING**

This Memorandum of Understanding (“MOU”) is effective as of the ___ day of ____, 2008.

BETWEEN

HER MAJESTY THE QUEEN, in right of the Province of Saskatchewan, as represented by the Minister of Environment (hereinafter referred to as “Saskatchewan”)

OF THE FIRST PART

AND

THE MÉTIS NATION – SASKATCHEWAN, on behalf of the Métis people within Saskatchewan, as represented by the President of the Métis Nation - Saskatchewan (hereinafter referred to as “the MNS”)

OF THE SECOND PART

WHEREAS the Métis people emerged in west central North America as a distinct people with their own language, culture, traditions and way of life prior to the time when Europeans established effective control in the area;

AND WHEREAS the Métis Nation – Saskatchewan represents the Métis people within Saskatchewan;

AND WHEREAS *The Métis Act*, S.S. 2001, c. M-14.01, recognizes the important contributions of the Métis Nation - Saskatchewan in representing the needs and aspirations of the Métis people in the province and establishes a bilateral process between the Government and Saskatchewan and the Métis Nation - Saskatchewan on issues of importance to the Métis people, including, capacity building, land, harvesting and governance;

AND WHEREAS section 35 of the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and Treaty rights of the Aboriginal peoples of Canada, which includes the Indian, Inuit and Métis peoples of Canada;

AND WHEREAS in 2003, the Supreme Court of Canada, in *R. v. Powley*, affirmed that the inclusion of Métis in section 35 of the *Constitution Act, 1982* is based on a commitment to recognize Métis people and enhance the survival of distinctive rights-bearing Métis communities;

AND WHEREAS in *R. v. Powley*, the Supreme Court of Canada also affirmed that the customs, practices and traditions that were historically important features of distinctive rights-bearing Métis communities and that persist in the present day as integral elements of their Métis culture are protected as Aboriginal rights within the meaning of s. 35 of the *Constitution Act, 1982*;

AND WHEREAS Saskatchewan courts in *R. v. Morin and Daigneault* in 1996, *R. v. Lavolette* in 2005 and *R. v. Belhumeur* in 2007 have recognized that Métis in Saskatchewan have Aboriginal food harvesting rights, which are protected within the meaning of s. 35 of the *Constitution Act, 1982*;

AND WHEREAS in 2004, the Supreme Court of Canada, in the *Haida Nation v. British Columbia* case, affirmed that s. 35 is about “rights recognition” and the honour of the Crown requires that s. 35 rights be “determined, recognized and respected,” through negotiations between the Crown and Aboriginal peoples with a view to arriving at mutually agreeable arrangements, agreements and settlements, which fulfill the promise of s. 35 of the *Constitution Act, 1982* to Aboriginal peoples;

AND WHEREAS in order to fulfill the purpose of s. 35 of the *Constitution Act, 1982* and to recognize and affirm the existence of Métis food harvesting rights within Saskatchewan, the MNS and Saskatchewan have agreed to engage in a negotiation process with a view to arriving at an interim, and, ultimately a final agreement on Métis food harvesting rights in the province;

NOW THEREFORE the Métis Nation - Saskatchewan and Saskatchewan make the following commitments and agree as follows:

1.0 PURPOSE AND OBJECTIVES

- 1.1 The purpose of this MOU is to set out a process between the parties to:
 - a. develop an ongoing, respectful and productive relationship between the MNS and Saskatchewan with respect to Métis food harvesting rights issues;
 - b. arrive at an interim, and ultimately, a long-term agreement which recognizes and accommodates Métis food harvesting rights in Saskatchewan; and,
 - c. promote conservation, safety and the protection of wildlife and natural resources in Saskatchewan for generations to come.

- 1.2 In order to achieve the purpose of this MOU, the parties agree to work collaboratively to achieve the following objectives:
 - a. recognition and implementation of the Supreme Court of Canada’s decision in *R. v. Powley* as well as other Saskatchewan court cases, that have recognized Métis food harvesting rights in the Province;

- b. development of a mutually acceptable, legally enforceable and practical agreement which addresses the interests of both parties;
- c. development of a mutually agreeable, objectively verifiable identification system of Métis food harvesters that can be relied upon for the purpose of any interim or long-term Métis food harvesting agreement reached between the parties;
- d. development of a joint, transparent and effective communications plan on the benefit of their work for MNS citizens, First Nations, non-Aboriginal stakeholders and the public-at-large; and,
- e. enhance the MNS's capacity to work constructively and effectively with Saskatchewan on Métis food harvesting issues.

2.0 ACTIONS

2.1 Negotiations with respect to this MOU will consist of the following actions:

- a. The parties will each appoint negotiation teams, including a chief negotiator, to implement the purpose and objectives of this MOU and will advise the other party of the members of their negotiation team in writing within fourteen days of the signing of this MOU.
- b. The negotiation teams will meet as required in order to discuss the issues of mutual concern set out in this MOU but will endeavour to meet approximately once per month.
- c. The dates, times and locations of the meetings will be determined by the chief negotiators.
- d. The chief negotiators will prepare an agenda in advance of every meeting and will provide the agenda to the other members of the negotiation teams at least two days prior to the meeting.
- e. The meetings will be chaired by a person appointed by the chief negotiators.
- f. The chief negotiators will also appoint a person to keep a record of the decisions reached at each of the meetings.
- g. Ten days after each meeting, a draft record of the decisions reached at the meeting will be circulated to all of the members of the negotiation teams for review and comment.
- h. The first item of business at each meeting after the initial meeting will be the approval of the record of decisions from the preceding meeting.

2.2 The following subject matters, along with any other mutually agreeable topics, will be discussed in the negotiations:

- a. arriving at a common understanding of Métis community and traditional Métis food harvesting territories for the purposes of any interim and ultimately final agreement between the parties;

- b. arriving at a common understanding of the Métis food harvesting customs, practices and traditions included within any interim and ultimately final agreement between the parties;
- c. arriving at a common understanding of the ancestral and community acceptance requirements an individual must meet in order to be a beneficiary of any interim and ultimately final agreement reached between the parties;
- d. achieving legal enforceability and certainty for any interim or final agreement that the parties may reach; and,
- e. the identification of additional research or studies required for the purposes of assisting the parties in their efforts to reach an interim and final agreement.

2.3 The negotiation teams will make best efforts to arrive at an interim agreement by September 1, 2009.

2.4 The negotiation teams will make their best efforts to arrive at a final agreement by September 1, 2010.

2.5 The parties will identify opportunities to strengthen the relationship between the MNS and Saskatchewan through increasing liaison efforts (i.e. secondments, interchanges, etc.), undertaking joint education and awareness initiatives and enhancing the MNS's policy development capacity.

2.6 The parties agree to identify the capacity requirements of the MNS with respect to participating in the negotiations called for by this MOU and also agree that any funding that may be provided by Saskatchewan will be the subject of a separate agreement.

3.0 GENERAL

3.1 Nothing in this MOU affects, abrogates or derogates from, or recognizes or affirms the Aboriginal or Treaty rights of the Indian, Inuit or Métis peoples of Canada.

3.2 Nothing in this MOU limits, prejudices or precludes the potential for future discussions or negotiations between the MNS and Saskatchewan on Métis rights issues not covered or contemplated in this MOU.

3.3 The parties agree that the negotiations called for by this MOU will be conducted on an entirely "without prejudice" basis.

3.4 The term of this MOU shall be for two years from the date of signing and may be extended upon mutual consent of the parties.

3.5 Either party may terminate this MOU upon providing 30 days notice in writing to the other party.

IN WITNESS WHEREOF this MOU has been executed on ____, 2008.

Honourable Nancy Heppner,
Minister of Environment,
On Behalf of Her Majesty the Queen,
in Right of the Province of Saskatchewan

Witness

Robert Doucette
President
Métis Nation – Saskatchewan

Witness

Allan Morin
Vice-President and
Minister of the Environment
Métis Nation – Saskatchewan

Witness