DISCLAIMER: This document includes further edits to the Métis Nation within Alberta Self-Government Recognition and Implementation Agreement that was initialed by the parties on March 18, 2025 (the "**Agreement**"). These proposed further edits have been agreed to by the parties during the process of Canada undertaking Crown consultations on the Agreement in response to the Federal Court decision in *Metis Settlements General Council v. Canada (Crown-Indigenous Relations)*, 2024 FC 487. As Canada continues to engage and consult with other potentially impacted Indigenous groups, further edits to the proposed Agreement may be agreed to by the parties. This document includes what the parties to the Agreement have agreed to as of May 12, 2026.

Métis Nation within Alberta Self-Government Recognition and Implementation Agreement

-between-

Otipemisiwak Métis Government as represented by its President

-and-

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

MARCH 2025

INITIALING VERSION

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PREAMBLE

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 Nation—an Indigenous People—emerged in the historic North-West of what is now Canada with its own collective identity, the Michif language, territory, laws, legal orders, self-government, institutions, national symbols, culture, arts, customs, way of life, and relationships to the land and other Indigenous Peoples;

C. The Supreme Court of Canada has recognized that the Métis were one of the "[I]ndigenous peoples who were living in the western territories" prior to Canada's westward expansion into the North-West after Confederation, and that this pre-existence gives rise to 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. The Métis Nation shares a history that includes the exercise of the inherent right to self determination, including the right of self-government, including:

(i) the 1816 Battle of Seven Oaks (also known as the Victory of the Frog Plain or la Victoire de la Grenouillère) and the unveiling of the Métis Nation flag;

(ii) the Métis buffalo hunt brigades governed by the Métis Laws of the Hunt that spanned the southern plains in what is now Manitoba, Saskatchewan, and Alberta;

(iii) the codification and use of the Laws of the Prairies in governing Métis settlements such as St. Laurent, St. Louis, and St. Albert, among others, in what is now Manitoba, Saskatchewan, and Alberta;

(iv) after Canada's purchase of Rupert's Land from the Hudson's Bay Company in 1869, surveyors and Canada's proposed Lieutenant Governor for the new territory were met with armed Métis resistance led by Louis Riel, known as the Red River Resistance, which included Métis seizing Upper Fort Garry, in what is now downtown Winnipeg, and forming a Métis provisional government. This resistance ultimately led to negotiations between Canada and the Métis and the creation of the original postage stamp province of Manitoba, including land related commitments to the Métis set out in the *Manitoba Act, 1870*;

(v) after the Red River Resistance, Métis, in what is now southern Saskatchewan and Alberta, petitioned to have their lands recognized and protected from the 1870s to 1880s. Canada's refusal to negotiate led to the formation of another Métis provisional government, once again led by Louis Riel. It led to battles at Duck Lake, Fish Creek/Tourond's Coulee, and Batoche, collectively known as the North-West Resistance. The North-West Resistance led to Canada's execution of Louis Riel in 1885, after what is viewed by the Métis and many Canadians as an unfair and unjust trial; and

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(vi) after the North-West Resistance, Canada began to implement the Métis Scrip System "to satisfy any claims existing in connection with the extinguishment of the Indian title, preferred by half-breeds resident in the North-West Territories, outside the limits of Manitoba" based on the *Dominion Lands Act*. This led to Métis in Alberta being dispossessed from the lands where they lived, receiving little to no benefits or protections from the system that was imposed on them;

E. In response to the failures of the Métis Scrip System and pressing socio-economic needs, a distinct group of Métis in Alberta came together, self-organized, and established democratic institutions to represent itself, address Métis land interests and Métis Rights, and improve the quality of life of this Métis collectivity;

F. Over generations, this Métis collectivity that now refers to itself as the Métis Nation within Alberta has continued to develop and evolve its democratic, accountable, and province-wide government based on its unique vision for self-determination and its inherent right of self-government;

G. In November 2022, as a part of its ongoing self-government journey, the Métis Nation within Alberta ratified its Constitution that established the Otipemisiwak Métis Government;

H. Despite the history and context set out above and in the Appendix of this Agreement, other governments and Canadian law have often denied the Métis Nation within Alberta's self-government and Métis Rights, interests, and claims in Alberta;

I. Since 2015, Canada has begun to deal with Métis Rights, interests, and claims and recognize the longstanding governments the Métis have built for themselves. This has led to discussions and ultimately negotiations between the Parties that have been informed by judgments of the Supreme Court of Canada, the Prime Minister's 2015 mandate letter to the Minister of Indigenous and Northern Affairs, the *Canada-Métis Nation Accord*, the *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*, and the Declaration;

J. Flowing from these negotiations, the Parties signed a Framework Agreement in 2017, a Consultation Agreement in 2018, the MGRSA in 2019, an Interim Fiscal Financing Agreement in 2021 and this Agreement in 2023, which consolidates and confirms the common understandings reached between the Parties, and sets out commitments, criteria, and a process to reach the Treaty contemplated in Part V; and

K. In 2024, the Parties initiated negotiations to ensure this Agreement does not impact the rights of other Métis in Alberta by revising the definition of the Métis Nation within Alberta and confirming this Agreement does not prevent Canada from negotiating with, recognizing or reaching agreements with other Métis, which led to a revision to this Agreement being signed by the Parties on XXX, 2026.

NOW THEREFORE the Parties agree to the following:

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ADDITIONAL EDITS TO INITIALED MARCH 2025 AGREEMENT – APRIL 23, 2026

PART I: DEFINITIONS AND INTERPRETATION

CHAPTER 1: DEFINITIONS

1.01 In this Agreement:

"**Aboriginal People**" means one of the "aboriginal peoples of Canada" as defined in subsection 35(2) of the *Constitution Act, 1982*;

"**Agreement**" means this Métis Nation within Alberta Self-Government Recognition and Implementation Agreement, including the Preamble and Appendix, as amended from time to time;

"**Alberta**" means His Majesty the King in Right of the Province of Alberta, unless it is otherwise clear from the context;

"**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;

"**Charter**" means the *Canadian Charter of Rights and Freedoms*;

"**Citizen**" means an individual who:

(a) has applied to be a citizen of the Métis Nation within Alberta;

(b) meets all of the citizenship requirements set out in applicable Métis Government Law; and

(c) whose name is included on the Registry.

"**Constituting Documents**" means the Constitution, Métis Government Laws, bylaws, policies, and procedures of the Métis Government, as amended from time to time;

"**Constitution**" means the constitution of the Métis Nation within Alberta that came into force on September 29, 2023, as amended from time to time;

"**Consultation Agreement**" means the agreement signed by the Parties on July 19, 2018, 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 17.08;

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

(a) referred to in Chapter 6 and Chapter 8;

(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;

"**Fiscal Financing Agreement**" means the agreement referred to in 10.03;

"**Framework Agreement**" means the Framework Agreement for Advancing Reconciliation signed by the Parties on November 16, 2017;

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

"**Historic Métis Nation**" means the Indigenous People, then known as Métis or Half Breeds, who resided in the Historic Métis Nation Homeland before Canada's westward expansion;

"**Historic Métis Nation Homeland**" means the area of land in west central North America used and occupied as the traditional territory of the Historic Métis Nation, including what is now Manitoba, Saskatchewan, and Alberta, and extending into contiguous parts of Ontario, British Columbia, the Northwest Territories, and the northern United States;

"**Implementation Legislation**" means the legislation referred to in Chapter 13;

"**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*;

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"**Indigenous Peoples**" means one of the "aboriginal peoples of Canada" as defined in subsection 35(2) of the *Constitution Act, 1982*;

"**Institution**" means an entity deemed to be such by the Métis Government, including:

(a) agencies, departments, organizations, entities, boards, bodies, panels, tribunals, and commissions established under 8.14(a);

(b) organizations or entities owned or controlled by the Métis Government; or

(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 Community**" means a group of Métis with a distinctive collective identity, living together in the same geographic area, and sharing a common way of life that emerged before the time when Europeans effectively established political and legal control in a particular region;

"**Métis Government**" means the Métis Nation of Alberta, or the Otipemisiwak Métis Government, depending on context;

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"**Métis Government Law**" means a law made by the Métis Government, including statutes, regulations, ordinances, and orders;

"**Métis 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:

(a) self-identifies as Métis;

(b) is Distinct from other Aboriginal Peoples;

(c) is of Historic Métis Nation ancestry; and

(d) is accepted by the Métis Nation;

"**Métis Nation Government**" means the Métis Government and other Métis governments that represent Métis collectivities who are successors to the Historic Métis Nation and together make up the Métis Nation today;

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"**Métis Nation of Alberta**" means the Métis government that was the immediate predecessor to the Otipemisiwak Métis Government;

"**Métis Nation of Alberta Association**" means the entity the Métis Government has incorporated under *Alberta's Societies Act* with legal status and capacity for conducting its financial and administrative affairs and otherwise carrying out its objectives;

"**Métis Nation within Alberta**" means the Métis collectivity, also known as the Otipemisiwak Métis, that:

(a) is comprised of Citizens who are:

i. descendants of Métis who applied for or received scrip under the Métis Scrip System in what is now Alberta prior to 1905; or

ii. Métis Nation Citizens accepted by the Métis Nation within Alberta; and

(b) shares a history, identity, language, laws, culture, way of life, and government throughout what is now Alberta;

(c) collectively holds Métis Rights and interests, including those recognized in this Agreement; and

(d) has the Jurisdiction and Authority set out in this Agreement;

"**Métis Rights**" means the rights of the Métis Nation within Alberta that are 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;

"**Otipemisiwak Métis Government**" means:

(a) the democratic representative government of the Métis Nation within Alberta; and

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(b) until the Treaty Implementation Date, includes the Métis Nation of Alberta Association or its successor;

"**Parties**" means the Métis Government and Canada;

"**Registry**" means the standardized and objectively verifiable system maintained by the Métis Government and referred to in 8.10 that:

(a) is consistent with the guidelines set out by the Supreme Court of Canada in *R v Powley, 2003 SCC 43*; and

(b) registers Citizens;

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"**Supplementary Self-Government Agreement**" means an agreement referred to in 11.03(d);

"**Treaty**" means the self-government treaty contemplated in Part V; 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.

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ADDITIONAL EDITS TO INITIALED MARCH 2025 AGREEMENT – APRIL 23, 2026

CHAPTER 2: INTERPRETATION

2.01 The Preamble and Appendix are integral parts 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) use of the word "or" means one, some, or all of the possibilities in that provision, unless it is otherwise clear from the context;

(d) use of the word "will" denotes an obligation that, unless this Agreement provides otherwise or it is otherwise clear from the context, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;

(e) use of the word "including" is not limiting, whether or not non-limiting language is used with reference thereto;

(f) 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;

(g) words importing the masculine gender include the feminine and other genders or vice versa;

(h) words importing persons include corporations; and

(i) 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.

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ADDITIONAL EDITS TO INITIALED MARCH 2025 AGREEMENT – APRIL 23, 2026

PART II: PURPOSE AND LEGAL STATUS OF THE AGREEMENT

CHAPTER 3: PURPOSE

3.01 The purpose of this Agreement is to:

(a) contribute to the implementation of the Declaration as it relates to the Métis Nation within Alberta's inherent right to self-determination;

(b) support, advance, and recognize the Métis Nation within Alberta's ongoing exercise of its inherent right of self-government, recognized and affirmed by section 35 of the *Constitution Act, 1982*, based upon Canada's constitutional responsibility to advance relationships with Indigenous Peoples and to engage in negotiations to recognize and delineate the rights, interests, and claims protected by section 35 of the *Constitution Act, 1982*;

(c) consolidate and confirm the outcomes and common understandings reached between the Parties to date by recognizing the existing self-government of the Métis Government, including its role, functions, Jurisdiction, and Authority as set out in this Agreement, before the Treaty Implementation Date;

(d) commit the Parties to ongoing negotiations with a view to achieving the Treaty contemplated by Part V that is premised on the recognition and implementation of Métis Rights;

(e) provide 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

(f) inform and continue the existing government-to-government relationship between the Parties.

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ADDITIONAL EDITS TO INITIALED MARCH 2025 AGREEMENT – APRIL 23, 2026

CHAPTER 4: LEGAL STATUS

Legal Force and Effect 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.

This Agreement Upholds and Recognizes Métis Rights

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.

This Agreement is Not a Treaty

4.04 This Agreement is not the Treaty as contemplated in Part V or a "treaty" within the meaning of section 35 of the *Constitution Act, 1982*.

Term of this Agreement

4.05 This Agreement remains in force and effect until it is replaced by the Treaty on the Treaty Implementation Date.

Relationship to Other Agreements

4.06 This Agreement is intended to build on and advance the Parties' reconciliation efforts and is an incremental agreement as contemplated in the Framework Agreement.

4.07 Other written agreements between the Parties, such as the Framework Agreement and the Consultation Agreement, continue in accordance with their terms, including any funding commitments made by Canada in those agreements.

4.08 Except as otherwise provided in this Agreement, the MGRSA continues in accordance with its terms, including all funding commitments made by Canada therein.

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 4.07 or 4.08 to address the progress made under this Agreement.

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ADDITIONAL EDITS TO INITIALED MARCH 2025 AGREEMENT – APRIL 23, 2026

PART III: RECOGNITION, LEGAL STATUS, JURISDICTION, AUTHORITY, AND CONSTITUTION

CHAPTER 5: BASIS FOR NEGOTIATIONS AND RECOGNITION

5.01 Canada negotiated and concluded this Agreement with the Métis Government based on:

(a) Canada's constitutional responsibility to advance relationships with Indigenous Peoples under subsection 91(24) of the *Constitution Act*, 1867;

(b) respect for the choice of the Métis Nation within Alberta to act collectively through the Métis Government as an Indigenous government, including its mandate and authorization to address and deal with Métis Rights, interests, and claims;

(c) the Métis Government's longstanding, democratic, and well-developed Governance Structures and Institutions that have been established, evolved, and sustained by the Métis Nation within Alberta for generations as decision-making institutions based on Métis laws, customs, and traditions;

(d) the periodic and independent third-party reviews of the Registry based on the guidelines set out by the Supreme Court of Canada in *R v Powley*, 2003 SCC 43;

(e) that, as of the Effective Date, the Métis Government is mandated by over 79,000 Citizens, which represents a substantial portion of the Métis population within Alberta;

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(f) Canada's longstanding and stable government-to-government relationship with the Métis Government, including its participation in Canadian constitutional processes, agreements in force between the Parties, and the political history and evolution of the Métis Government as detailed in the Appendix;

(g) federal policies, approaches, and principles related to Indigenous self-determination and self-government;

(h) decisions of the Supreme Court of Canada with respect to the Métis and section 35 of the *Constitution Act, 1982*, including recognition that:

i. "[t]he inclusion of the Métis in s. 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 "different groups of Métis exhibit their own distinctive traits and traditions." (*R v Powley*, 2003 SCC 43 at paras 11, 17);

ii. "[a]s Métis communities continue to organize themselves more formally and to assert their constitutional rights, it is imperative that membership

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requirements become more standardized so that legitimate rights-holders can be identified…We emphasize that we have not been asked, and we do not purport, to set down a comprehensive definition of who is Métis for the purpose of asserting a claim under s. 35. We therefore limit ourselves to indicating the important components of a future definition, while affirming that the creation of appropriate membership tests before disputes arise is an urgent priority." (*R v Powley*, 2003 SCC 43 at paras 29-30);

iii. "[t]he history of the Métis is one of struggle for recognition of their unique identity as the mixed race descendants of Europeans and Indians. Caught between two larger identities and cultures, the Métis have struggled for more than two centuries for recognition of their own unique identity, culture and governance. The constitutional amendments of 1982 … signal that the time has finally come for recognition of the Métis as a unique and distinct people." (*Alberta v Cunningham*, 2011 SCC 37 at para 70);

iv. "[t]he unfinished business of reconciliation of the Métis people with Canadian sovereignty is a matter of national and constitutional import." (*Manitoba Metis Federation Inc v Canada*, 2013 SCC 14 at para 140); and

v. "[s]ection 91(24) [of the *Constitution Act*, 1867] … is about the federal government's relationship with Canada's Aboriginal peoples … Métis are "Indians" under s. 91(24) and it is the federal government to whom they can turn." (*Daniels v Canada (Indian Affairs and Northern Development)*, 2016 SCC 12 at paras 49-50);

(i) Canada's commitment to implementing the Declaration through *the United Nations Declaration on the Rights of Indigenous Peoples Act*; and

(j) the outcome of the agreements, history, developments, negotiations, and common understandings set out in the Preamble, this Part III, and the Appendix.

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CHAPTER 6: RECOGNITION

Recognition of the Métis Nation within Alberta

6.01 Through this Agreement, Canada recognizes the Métis Nation within Alberta is:

(a) one of the successors to the Historic Métis Nation;

(b) 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;

(c) an Aboriginal People that:

i. possesses the inherent right to self-determination recognized in the Declaration;

ii. collectively holds Métis Rights, including 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 Charter;

iii. acts exclusively through the Métis Government, including its Governance Structures and Institutions, in exercising its rights and privileges, and in carrying out its duties, functions, and obligations related to Métis Rights, interests, and claims as well as the Jurisdiction in this Agreement; and

iv. has a system of democratic, responsible, and accountable government as set out in its Constitution, together with other policies, conventions, customs, traditions, and laws, as may be amended from time to time; and

(d) a Métis Community for the purposes of the Métis Rights, interests, Jurisdiction, and Authority recognized in this Agreement.

Recognition of the Otipemisiwak Métis Government

6.02 Through this Agreement, Canada recognizes the Métis Government:

(a) is the democratic representative government and the Indigenous Governing Body of the Métis Nation within Alberta;

(b) is exclusively mandated and authorized to represent the Métis Nation within Alberta, as well as to advance and deal with Métis Rights, including:

i. implementing and exercising the Métis Nation within Alberta's inherent right to self-determination, including the right of self-government;

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ii. engaging in consultation with Canada and, where appropriate, accommodation where Canada's conduct has the potential to impact Métis Rights adversely, consistent with the Consultation Agreement or as the Crown's duty to consult and accommodate may require; and

iii. addressing any outstanding collective claims or interests of the Métis Nation within Alberta against Canada, including:

a. those related to the Métis Scrip System; or

b. other claims that have been identified in the Framework Agreement or that may be identified in the future by the Parties; and

(c) delivers programs and services to its Citizens through a province-wide delivery infrastructure that includes its Governance Structures and Institutions.

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Nature and Scope of Recognition in the Agreement

6.03 The Métis Nation within Alberta's inherent right to self-determination, including its 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.

6.04 The recognition, Jurisdiction, and Authority set out in this Agreement are:

(a) based on the definitions of the Métis Nation within Alberta and the Métis Government in this Agreement; and

(b) 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.

6.05 By entering into this Agreement:

(a) Canada is not acknowledging that the Métis Nation within Alberta has any particular Aboriginal or treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, other than those set out in this Agreement; and

(b) the Métis Government is not acknowledging that the Métis Nation within Alberta's Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982* are limited to those set out in this Agreement.

Deleted: <#>Any agreement Canada has concluded with another Indigenous Governing Body, including another Métis Nation Government, is not intended to affect the geographic scope, Jurisdiction, Authority, or self government of the Métis Nation with Alberta set out in this Agreement.¶

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CHAPTER 7: LEGAL STATUS AND CAPACITY

7.01 Canada acknowledges that it required the Métis Government to incorporate the Métis Nation of Alberta Association to facilitate funding arrangements and intergovernmental relationships through an entity that had legal status and capacity as recognized in Canadian law.

7.02 Canada recognizes that prior to the Treaty Implementation Date:

(a) the Métis Government is required to continue to rely on the Métis Nation of Alberta Association in order to provide it legal status and capacity for the purposes of facilitating funding arrangements and intergovernmental relationships; and

(b) the Métis Government's reliance on the Métis Nation of Alberta Association in order to provide it legal status and capacity does not undermine or diminish the recognition of the self-government of the Métis Nation within Alberta as set out in this Agreement.

7.03 Prior to the Treaty Implementation Date, the Parties will engage in further negotiations to address the legal status and capacity of the Métis Government and its Governance Structures in Federal Law.

7.04 As of the Treaty 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.

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CHAPTER 8: JURISDICTION AND AUTHORITY

Recognition of the Jurisdiction of the Métis Government

8.01 Subject to 8.36, 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 8 on the basis of an assertion that the Métis Nation within Alberta 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 to Métis Government Laws, made under the Jurisdiction set out in this Chapter 8, any additional force of law to that which may exist under the common law, Federal Law, and section 35 of the *Constitution Act, 1982*.

8.02 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 8, 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 8.

Citizenship

8.03 The Métis Government has Jurisdiction and Authority in relation to Métis Nation within Alberta citizenship, including citizenship criteria, registration, and appeal or review of decisions about the determination of citizenship.

8.04 Subject to 8.05 to 8.09, Métis Government Laws made under 8.03 will provide that:

(a) every individual who meets the eligibility criteria set out in applicable Métis Government Law is entitled to be a Citizen; and

(b) every Citizen has the ability remove themselves from the Registry and no longer be a Citizen if they so choose.

8.05 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, organization, or government, including another Métis Nation Government, in accordance with the eligibility requirements of those collectivities, organizations, or governments.

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8.06 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 set out in this Agreement.

8.07 Subject to 8.08, Métis Government Laws made under 8.03 will not provide citizenship to any individual who would otherwise be eligible but who is:

(a) enrolled as a member or citizen 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 Alberta 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*.

8.08 Métis Government Laws made under 8.03 may provide that an individual referred to in 8.07 is entitled to be a Citizen if the individual is unable to revoke their membership, citizenship, or participation in an entity referred to in 8.07.

8.09 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.

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

8.11 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.

8.12 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 Representatives

8.13 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

8.14 The Métis Government has Jurisdiction and Authority in relation to its:

(a) structure, including the establishment of Institutions;

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(b) operations and procedures;

(c) assets; and

(d) financial management and financial accountability.

8.15 The Métis Government will continue to rely on and operate under Alberta's laws in relation to its labour relations.

Accountability to Citizens

8.16 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

8.17 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

8.18 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 8.

Child and Family Services

8.19 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* having jurisdiction, including legislative authority, in relation to child and family services to administer and enforce laws made under that legislative authority.

8.20 Nothing in 8.19 prevents any Supplemental Self-Government Agreement or provisions in the Treaty in respect of child and family services from including provisions that are different from those in *An Act respecting First Nations, Inuit and Métis children, youth and families*.

Collection and Disclosure of Information

8.21 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 8.14(a); and

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(b) access to information in the custody or under the control of the Métis Government and any Institutions established under 8.14(a).

8.22 The Parties may enter into agreements to address the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.

8.23 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.

8.24 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 8.22, in accordance with which the confidentiality of the information will be protected.

8.25 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.

8.26 Notwithstanding 8.25, 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.

8.27 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.

8.28 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.

Included Authority

8.29 The Jurisdiction and Authority of the Métis Government in respect of a subject matter set out in this Chapter 8 includes Jurisdiction and Authority to do all other things as may be necessary, incidental, or ancillary to exercising its Jurisdiction and Authority.

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Delegation

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

(a) Governance Structures;

(b) Institutions;

(c) Canada;

(d) another Indigenous government in Canada; or

(e) any other legal entity in Canada with prior written notice to Canada.

8.31 Any delegation of Jurisdiction or Authority under 8.30 will be:

(a) made in such a manner so as to retain accountability to the Métis Nation within Alberta;

(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.

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

Registry of Métis Government Laws

8.33 The Métis Government will maintain a public registry in a manner that it determines acceptable wherein all Métis Government Laws will be posted in English and in any other language at the discretion of the Métis Government, including Michif, Cree, or French.

Application of Federal Law

8.34 Except as otherwise provided for in this Agreement, Federal Law applies to the Métis Government and its Institutions established under 8.14(a).

8.35 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.

Application of the Charter

8.36 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 Charter will apply to the Métis Government and all of its Institutions established under 8.14(a) consistent with the common law and with due regard to section 25 of the Charter.

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CHAPTER 9: CONSTITUTION

9.01 The Métis Government will maintain its Constitution that addresses the following matters:

(a) the definition of, and requirements for being, a Citizen;

(b) Governance Structures;

(c) the processes for leadership selection;

(d) financial management and accountability of the Métis Government to its Citizens;

(e) enactment and amendment procedures for Métis Government Laws;

(f) internal appeal and redress mechanisms; and

(g) amending processes for the Constitution.

9.02 The Parties agree that the adoption of the Constitution fulfilled the ratification requirements set out in 23.04 and 23.05 of the MGRSA.

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PART IV: FISCAL RELATIONSHIP BETWEEN THE PARTIES

CHAPTER 10: FISCAL ARRANGEMENTS AND AGREEMENTS

10.01 The ongoing financing of the Métis Government is a shared responsibility of the Parties.

10.02 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;

(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 Alberta;

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 Alberta, 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 the Métis Nation within Alberta 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 Nation within Alberta and 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.

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10.03 After the signing of this Agreement, the Parties will work together to reach a Fiscal Financing Agreement to satisfy the requirements of 10.02 and address, among other things:

(a) the Métis Government's responsibilities under this Agreement, a Supplementary Self-Government Agreement, or the Treaty contemplated under Part V;

(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.

10.04 The Parties may agree to replace a Fiscal Financing Agreement with another Fiscal Arrangement that addresses the commitments in 10.02.

10.05 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.

10.06 Any payments required for the purposes of a Fiscal Arrangement are subject to an appropriation by the Parliament of Canada for those purposes.

10.07 Except as otherwise provided in this Agreement, nothing in this Agreement affects other funding arrangements in force between the Parties.

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PART V: TREATY

CHAPTER 11: NEGOTIATION AND CONTENT OF THE TREATY

11.01 The Parties are committed to negotiations with a view to reaching a Métis Nation within Alberta self-government Treaty within two years after the Effective Date that is:

(a) consistent with the purpose of this Agreement; and

(b) protected within the meaning of section 35 of the *Constitution Act, 1982*.

11.02 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.

11.03 The Treaty may include provisions from this Agreement or 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, conflict rules, enforcement, and administration of Métis Government Laws;

(b) the legal status and capacity of the Métis Government and each of its Governance Structures and Institutions established under 8.14(a);

(c) processes for the ratification and amendment of the Treaty;

(d) provisions for the negotiation of Supplementary Self-Government Agreements;

(e) the tax treatment of the Métis Government, Governance Structures, and Institutions, through a tax treatment agreement;

(f) Canada's international legal obligations, including a process of collaboration to ensure that Canada is able to comply with its international legal obligations;

(g) dispute resolution and other intergovernmental relations matters;

(h) a mutually agreeable Treaty implementation plan;

(i) the application of Federal Laws and the Charter; and

(j) such other matters as agreed by the Parties.

11.04 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 16.09.

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CHAPTER 12: TREATY IMPLEMENTATION REQUIREMENTS

12.01 The Parties agree that the following requirements must be met before the Treaty Implementation Date:

(a) the Constitution remains in place that addresses the matters identified in 9.01;

(b) the Treaty has been ratified by the Parties 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, dealing with the tax treatment of the Métis Government, including its Governance Structures and Institutions, and any other tax related matters agreed to by the Parties;

ii. a Fiscal Financing Agreement, as contemplated in Chapter 10; and

iii. a Treaty implementation plan;

(e) the Parties have agreed to a Treaty Implementation Date;

(f) the Implementation Legislation has received royal assent; and

(g) the Order in Council referred to in the Implementation Legislation has been made.

12.02 The requirements for the implementation of the Treaty set out in this Agreement replace and supersede the requirements in sections 5.01, 23.01, and 23.02 of the MGRSA related to the ratification requirements for that agreement.

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CHAPTER 13: IMPLEMENTATION LEGISLATION

13.01 As soon as practicable after the Parties have signed the Treaty, the Minister will recommend the enactment of the Implementation Legislation in the Parliament of Canada including, but not limited to, the following:

(a) the Treaty is approved, given effect, and declared valid;

(b) the Treaty is a treaty within the meaning of sections 25 and 35 of *the Constitution Act, 1982*;

(c) the Treaty is binding on, and may be relied on by, all persons or bodies; and

13.02 Before the Minister recommends the introduction of the Implementation Legislation in the Parliament of Canada, the Minister will ensure the Métis Government supports the proposed Implementation Legislation.

13.03 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 13.04, the Minister will introduce the amended Implementation Legislation on a timely basis.

13.04 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.

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PART VI: GENERAL PROVISIONS

CHAPTER 14: OBLIGATIONS AND IMPLEMENTATION

Implementation of this Agreement

14.01 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, and they will act diligently and in good faith in the implementation of this Agreement.

14.02 The implementation of this Agreement is not contingent on the participation of Alberta.

Obligations to Negotiate and Fund

14.03 The Parties agree to participate in good faith negotiations to advance the purpose of and the commitments in this Agreement. Canada will provide funding to the Métis Government to participate in the ongoing negotiations between the Parties.

Obligations with Respect to Addressing Outstanding Métis Claims

14.04 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 Métis claims against Canada, including those related to the Métis Scrip System.

14.05 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 14.04, subject to Canada securing any required federal approvals or authorizations.

No Favoured Métis Nation Government

14.06 Canada is negotiating with Métis Nation Governments that represent various successor collectivities to the Historic Métis Nation that together make up the Métis Nation.

14.07 Canada affirms its commitment to treating 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.

14.08 Consistent with the commitment set out in 14.07, 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 the Métis, including the inherent right to self-determination or the right of self-government.

14.09 Canada will provide notice to the Métis Government, including relevant information for the Métis Government to understand the new or revised federal policy or technique, within thirty days after making the new or revised federal policy or technique public.

14.10 If the Métis Government confirms its interest in writing after receipt of the notice under 14.09, Canada is committed to negotiating and making amendments to this Agreement

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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.

Dispute Resolution between the Parties

14.11 Before resorting to litigation, the Parties will endeavour to resolve any dispute in respect of the application, interpretation, or implementation of this Agreement informally, including by a meeting of senior officials, which may include the President of the Métis Government and the Minister.

Judicial Determination in Respect of Validity

14.12 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 far as possible, to give effect to the intentions of the Parties.

14.13 Neither Party will challenge, or support a challenge to, the validity of any provision of this Agreement.

No Implied Waiver

14.14 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.

14.15 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.

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CHAPTER 15: NO EFFECT ON MÉTIS RIGHTS AND CLAIMS, OTHER ABORIGINAL PEOPLES, THE CONSTITUTION OF CANADA, OR ACCESS TO FUNDING AND BENEFITS

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

15.01 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 Alberta, or any component thereof, anywhere in Canada; or

(b) any constitutional duty or obligation owed by Canada to the Métis Nation within Alberta, or any component thereof, anywhere in Canada.

No Effect on other Aboriginal Peoples

15.02 Nothing in this Agreement affects, recognizes, or provides any rights recognized and affirmed by section 35 of the *Constitution Act, 1982* of:

(a) any Indigenous community, collectivity, or people other than the Métis Nation within Alberta; or

(b) any other Indigenous community, collectivity, or people situated within Alberta that is not a part of the Métis Nation within Alberta and not represented by the Métis Government.

15.03 Nothing in this Agreement:

(a) exhaustively determines or defines the Métis peoples, collectivities, or communities included in section 35(2) of the *Constitution Act, 1982*, the various Métis Communities that may exist in Alberta or what entities may represent those communities, or any site-specific or other Métis right, interest, or claim protected by section 35 of the *Constitution Act, 1982* that may be claimed by individuals, communities, collectivities, or peoples that are not a part of the Métis Nation within Alberta;

(b) precludes or limits the ability of Canada to consult, accommodate, negotiate with, recognize, or reach an arrangement or agreement with other Métis Communities, collectivities, or peoples or an organization or government authorized to represent such an entity that claims Métis rights, interests, or claims protected by section 35 of the *Constitution Act, 1982* in Alberta or elsewhere; or

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(c) shall be interpreted to mean that the Métis Nation within Alberta is the only Métis community, collectivity or people in Alberta or Canada that possesses rights, interests or claims protected by section 35 of the *Constitution Act, 1982*.

15.04 If a court of competent jurisdiction finally determines that any Aboriginal People, other than the Métis Nation within Alberta, have 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 it does not adversely affect those rights, the Parties will make best efforts to amend this Agreement to remedy or replace the provision.

15.05 If Canada enters into a treaty or a land claims agreement, within the meaning of section 35 of the *Constitution Act, 1982* with another Aboriginal People and that agreement adversely affects the Métis Nation within Alberta's rights that are set out in this Agreement, Canada will provide the Métis Nation within Alberta with additional or replacement rights or other appropriate remedies.

No Effect on the Constitution of Canada

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

(a) the distribution of powers set out in the *Constitution Act, 1867*;

(b) Métis inclusion in subsection 91(24) of the *Constitution Act, 1867*; and

(c) any constitutional duties or obligations owing to the Métis Nation within Alberta that flow from the Constitution of Canada.

No Effect on Métis Access to Funding or Benefits

15.07 Nothing in this Agreement affects the ability of the Métis Nation within Alberta, the Métis Government, Governance Structures, Institutions, or Citizens from:

(a) applying for, 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 benefiting from a right they may be constitutionally or legally entitled to as a beneficiary.

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

15.09 Nothing in this Agreement is intended to or will be interpreted as limiting or excluding the Métis Nation within Alberta, the Métis Government, Governance Structures, Institutions, or Citizens from applying for or bidding on any commercial, economic, or other activity or project for which they would otherwise be eligible.

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CHAPTER 16: INDEMNIFICATION, REPRESENTATIONS, WARRANTIES, WAIVER, ASSIGNMENT, ENUREMENT, AND AMENDMENT

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 Alberta and to enter into this Agreement on behalf of the Métis Nation within Alberta; 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 Nation within Alberta or 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 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 is binding on, enforceable, and justiciable between the Parties.

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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.

Assignment

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

Enurement

16.08 This Agreement enures to the benefit of and is binding upon:

(a) the Métis Government and its successors, assigns, and agents; and

(b) Canada, its heirs, successors, and agents.

Amendment

16.09 After the Effective Date and before the Treaty Implementation Date, this Agreement may be amended on the written consent of the Parties.

16.10 This Agreement was signed by the Parties on February 24, 2023, and amended on XXX, 202X.

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

(a) any substantial advancements, developments, or benefits arising from the common law related to Aboriginal or treaty 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 14.08;

(d) innovations in any other agreement, including a land claims agreement or Treaty, with another Indigenous Governing Body that includes provisions more favourable than those in this Agreement relating to the matters set out in this Agreement; or

(e) changes required because of unforeseen circumstances that significantly impact Métis Rights recognized in this Agreement.

16.12 Canada will notify the Métis Government in writing about any changes in federal policy or techniques referred to in 16.11(c).

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CHAPTER 17: COMMUNICATIONS, NOTICE, SIGNING, AND EFFECTIVE DATE

Communications and Notice

17.01 In this Chapter 17, "Communication" includes a notice, document, request, approval, authorization, or consent.

17.02 Unless otherwise set out in this Agreement, a Communication between the Parties will be:

(a) delivered personally or by courier;

(b) transmitted by fax or other electronic means;

(c) mailed by prepaid registered post in Canada; or

(d) communicated by any other means agreed to by the Parties.

17.03 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 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.

17.04 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 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: Otipemisiwak Métis Government

Attention: Otipemisiwak Métis Government President

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#100-11738 Kingsway NW
Edmonton, Alberta, T5G 0X5
Fax: (780) 732-3385

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

Signing of this Agreement

17.06 This Agreement will be signed by the Parties after:

(a) approval by the Métis Government authorizing the President to sign this Agreement on behalf of the Métis Nation within Alberta; and

(b) approval by the federal Cabinet authorizing the Minister to sign this Agreement on behalf of Canada.

Counterparts

17.07 This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to the other Party by fax or by other electronic means in portable document format ("PDF") and a fax 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

17.08 This Agreement comes into force upon signing by both Parties in accordance with 17.06.

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THIS AGREEMENT IS SIGNED in XXX, Alberta on XXX.

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Crown-Indigenous Relations	)	Signed in the presence of:
The Honourable Rebecca Alty Minister Crown-Indigenous Relations	)	Witness
OTIPEMISIWAK MÉTIS GOVERNMENT as represented by its President	)	Signed in the presence of:
Andrea Sandmaier President Otipemisiwak Métis Government	)	Witness

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APPENDIX

In response to the failures of the Métis Scrip System and other pressing socio-economic needs, a distinct group of Métis in Alberta came together, self-organized, and established representative institutions to represent itself as a Métis collectivity.

Over generations, this Métis collectivity that now refers to itself as the Métis Nation within Alberta has built a democratic and province-wide self-government structure through which its Citizens are represented and supported, wherever they live in Alberta. In addition, it has advanced and reached agreements on Métis Rights, interests, and claims in Alberta.

Beginning in the 1920s, Métis organizational efforts in Alberta led to the creation of L'Association des Métis Alberta et les Territoires du Nord-Ouest and the Métis Association of Alberta. Today, the Métis Government continues to rely on the society first incorporated in 1961 as the Métis Association of Alberta (now the MNAA) for its legal status and capacity.

In the early 1980s, as a part of the process to patriate Canada's Constitution, the Métis collectivity, along with other Indigenous groups, participated in the constitutional processes that led to the inclusion of section 35 of the *Constitution Act, 1982*, which expressly includes the Métis as one of the three "aboriginal peoples of Canada."

In the late 1980s, the Métis collectivity, along with other Indigenous groups, participated in the constitutional conferences mandated by section 37 of the *Constitution Act, 1982* (now repealed).

In 1987, the Métis collectivity and Alberta signed a framework agreement to advance their bilateral relationship, including signing successive agreements to the present day.

In 1991, the Métis collectivity updated its bylaws to "continue the process to self-determination and self-government of the Métis Nation," including by changing the name of its government to the Métis Nation of Alberta and setting out its objectives as follows:

- to promote the cultural, economic, educational, political, and social development of Métis in Alberta and Canada;
- to stand as the political representative of all Métis in Alberta and to promote self determination and self-government for Métis in Alberta and Canada;
- to promote, pursue, and defend Métis Rights and legal, constitutional, and other rights of Métis in Alberta and Canada;
- to re-establish land and resource bases;
- to create awareness of the proud heritage of the Métis Nation of Alberta and to promote the history, values, culture, languages, and spiritual traditions of the Métis Nation of Alberta;
- to develop prosperity and economic self-sufficiency within the Métis Nation of Alberta; and
- to promote and ensure participation of Métis elders, Métis women, Métis youth, and Métis individuals with disabilities in the educational, cultural, political, and social development of the Métis Nation of Alberta.

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In the early 1990s, the Métis Government, as a part of the Métis National Council, participated in the development of the Métis Nation Accord, as a part of the Charlottetown Accord process, with the governments of Canada, Ontario, Manitoba, Saskatchewan, Alberta, British Columbia, and the Northwest Territories. As a result of the Charlottetown Accord being defeated in a national referendum, the Métis Nation Accord was ultimately not signed or implemented.

In 1995, Canada released its *Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government* that provided for negotiations with Métis based on limited mandates and self-government arrangements, including forms of public government, devolution of programs and services, and the development of institutions providing services.

Based on this limited approach to Métis self-government, the Métis Government and Canada engaged in bilateral processes that included the provision of capacity support for the Métis Government and its institutions and tripartite discussions with Alberta.

In 1996, the final report of the Royal Commission on Aboriginal Peoples was released and included a series of recommendations with respect to the Métis, including that "[p]olitical negotiation on a nation-to-nation or analogous basis be the primary method of resolving Métis issues."

In the mid to late 1990s, Métis began to turn to the courts to seek judicial clarity in relation to the nature and scope of Métis Rights.

In 2001, the Métis Government, as a part of the Métis National Council, participated in and supported the adoption of a national definition for citizenship within the Métis Nation through a Métis National Council General Assembly.

In 2003, the Supreme Court of Canada released its decision in *R v Powley*, 2003 SCC 43, which directed governments and the Métis to negotiate in relation to Métis Rights and to work together to develop a "systematic method of identifying Métis rights-holders" based on "[objectively verifiable] proof of self-identification, ancestral connection, and community acceptance" to ensure that "the difficulty of identifying members of the Métis community must not be exaggerated as a basis for defeating their rights under the Constitution of Canada."

In 2003, the Métis Government amended its bylaws and adopted a new definition and process for the registration of Métis Nation Citizens that was consistent with the national definition adopted through the Métis National Council General Assembly and the criteria set out by the Supreme Court of Canada in *R v Powley*, 2003 SCC 43.

Since 2003, the Métis Government and other Métis Nation Governments have worked with Canada to develop a federal response to *R v Powley*, 2003 SCC 43, including developing national standards to register Métis Nation Citizens. Canada has also provided ongoing capacity funding to the Métis Government for its Registry.

In 2007, the Métis Government terminated the memberships of all individuals who did not meet the new 2003 requirements to be a Citizen.

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In 2016, the Métis Government amended its bylaws to include an Oath of Citizenship that authorizes the Métis Government to assert and advance Métis Rights, interests, and claims on behalf of the Métis Nation within Alberta, including negotiating and concluding agreements that advance, determine, recognize, and respect Métis Rights.

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In addition, in 2016, the Métis Government's bylaws were amended to include the following objective: "[t]o negotiate, on behalf of the Métis in Alberta, a modern day treaty relationship with the Crown through a "land claims agreement" or other arrangement as called for and contemplated within the meaning of s. 35(3) of the *Constitution Act, 1982*."

Based on the above, Canada has engaged in intergovernmental relations with the Métis Government and, since 2016, the Parties have engaged in renewed discussions and negotiations that have led to common understandings being reached and consolidated through a series of agreements that advance reconciliation, including:

- on January 30, 2017, the Parties signed a Memorandum of Understanding on Advancing Reconciliation;
- on April 13, 2017, Canada, the Métis National Council and its Governing Members, including the Métis Government, signed the Canada-Métis Nation Accord;
- on November 16, 2017, the Parties signed the Framework Agreement;
- on July 19, 2018, the Parties signed the Consultation Agreement;
- on July 31, 2018, the Métis Government and Parks Canada Agency signed the Memorandum of Understanding Respecting Indigenous Peoples Open Doors Program;
- on June 27, 2019, the Parties signed the MGRSA; and
- on February 19, 2021, the Parties signed an Interim Fiscal Financing Agreement.

In 2019, the Métis Government and Alberta signed a Métis Harvesting Agreement based on the Métis Harvesting in Alberta Policy (2018), which accommodates Métis harvesting rights in Alberta and relies on the Registry to identify Métis Rights-holders.

In November 2022, the Métis Nation within Alberta ratified its Constitution.

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