

MEMORANDUM OF UNDERSTANDING ON ADVANCING RECONCILIATION

This Memorandum of Understanding is made in duplicate this 5th day of September, 2019.

BETWEEN:

NUNATUKAVUT COMMUNITY COUNCIL

as represented by its President
("NCC")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Crown-Indigenous Relations
("Canada")

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

WHEREAS by entering into this Memorandum of Understanding ("MOU"), Canada and NCC commit to renewing and strengthening their nation-to-nation relationship;

AND WHEREAS the Parties wish to explore new ways to advance reconciliation based on recognition of rights, respect, co-operation and meaningful partnership;

AND WHEREAS Canada has fully endorsed the *United Nations Declaration on the Rights of Indigenous Peoples* without qualification and is committed to implementing the *Declaration* in partnership with Indigenous Peoples, and in accordance with Canada's Constitution.

AND WHEREAS NCC identifies as an Inuit collective, and has a longstanding assertion of Indigenous Rights (including Aboriginal Title and Treaty Rights) to their asserted traditional territory of NunatuKavut;

AND WHEREAS Canada has recognized NCC as an Indigenous collective capable of holding section 35 Aboriginal rights, for the purpose of entering into discussions regarding rights recognition and self-determination;

AND WHEREAS the Parties wish to work towards a common understanding of the scope and nature of the legal rights of NCC's membership;

AND WHEREAS the Parties wish to discuss how best to support and ensure the physical, emotional and spiritual safety and well-being of the people of NunatuKavut;

AND WHEREAS NCC wishes to discuss how best to support and preserve the culture of the Inuit of NunatuKavut, their kinship ties, families and communities, and their connection to their asserted traditional territory;

AND WHEREAS the Parties agree to act in an open, good faith and transparent manner, and to undertake a joint solution-oriented approach that is cooperative, collaborative, and consensus-based; and

WHEREAS the Minister of Crown-Indigenous Relations is representing Canada in these RIRSD discussions, and will invite other federal Departments and Agencies to participate, as appropriate, in the RIRSD discussion-table process;

NOW THEREFORE the Parties agree as follows:

Discussion table and its objective

1. The Parties have established a Recognition of Indigenous Rights and Self-Determination (RIRSD) discussion table.
2. The objectives of the RIRSD discussion table will be to:
 - (a) Identify the nature of the rights that NCC may hold, identify the beneficiaries of those rights, and include this information for consideration in any Joint Mandate proposal.
 - (b) Develop one or more mutually acceptable joint negotiation mandates (the "Joint Mandate(s)") for approval through each Party's internal process, to serve as the basis for negotiations between the Parties to advance reconciliation.
3. Where approved by both Parties, the Joint Mandate(s) will identify NCC priorities which may include, but are not limited to the following:
 - (a) Community-based confidence building measures such as programs and services needs and interests;
 - (b) Jurisdiction over land, sea and ice and exercise of rights over land, sea and ice, where established;
 - (c) Governance processes, structures and accountabilities;
 - (d) Health, social and economic betterment;

- (e) Financial arrangements; and
 - (f) Other items as agreed upon.
4. Where approved by both parties, any Joint Mandate(s) will also define a process for negotiations.
 5. The Parties will develop an agreed-upon work plan referred to in paragraph 11.

Province of Newfoundland and Labrador

6. The Parties recognize the importance of having the Province of Newfoundland and Labrador's participation in the RIRSD discussion table to advance reconciliation, and will, when and where appropriate, encourage the Province to contribute to the RIRSD discussion table as an active participant.

Structure and Meetings

7. Each Party will determine who will represent it at the RIRSD discussion table.
8. The RIRSD discussion table will meet once per calendar month unless otherwise agreed by the Parties. The Parties will jointly select a suitable time and place for each meeting.
9. The Parties will establish such technical working groups as are deemed necessary to advance discussions.
10. Where a persistent issue of concern arises during RIRSD discussions, the Parties may refer the issue to the President of NCC and the Senior Assistant Deputy Minister of Treaties and Aboriginal Government (in Crown-Indigenous Relations and Northern Affairs Canada) for resolution.

Funding and Resources

11. Canada recognizes that NCC requires reasonable capacity to participate in the RIRSD discussion table contemplated in this MOU. The Parties will work to develop a mutually acceptable work plan and budget to support NCC's participation in the RIRSD discussion table. The work plan and budget will be consistent with the terms and conditions approved by *Treasury Board of Canada* and will be subject to an appropriation of applicable funds by Parliament for the fiscal period(s) in which funds would be provided to NCC.
12. This MOU does not preclude NCC from accessing any funding under existing federal programs or initiatives that Canada might normally make available to other Indigenous groups or organizations. However, the access to such funding

is subject to the eligibility criteria of each program or initiative, unless otherwise modified by Canada.

Legal Status

13. Except for this paragraph 13, paragraphs 14-15, 17, 18, 19, 22 and 25, this MOU is not legally binding, is intended only as an expression of good will and political commitment, and does not create, amend, recognize or deny any legal or constitutional right or obligation on the part of either Party.
14. Whether or not disclosed to any person or persons,
 - (a) this MOU (other than paragraphs 13, 14-15, 17, 18, 19, 22 and 25),
 - (b) all discussions of the RIRSD discussion table, and
 - (c) all records, information and communications that disclose the content of discussions or the content of a Party's positions or viewswill be without prejudice to the legal rights of, and to the positions which may be taken by, either Party in any legal proceeding, negotiation or otherwise.
15. Except for the purpose of enforcing paragraphs 13, 14-15, 17, 18, 19, 22 or 25, the Parties will not seek admission of or voluntarily tender, in a court of law or in any proceeding before a tribunal or board, evidence respecting this MOU or respecting any item mentioned in (b) or (c) of paragraph 14.
16. The Parties acknowledge and agree that this MOU and the discussions conducted pursuant to the MOU do not constitute consultation or accommodation by Canada.

Joint Communications Approach

17.
 - (a) Subject to (b), the Parties may inform the public or the media of this MOU's existence or of the MOU's contents, and may give the public or the media information of a general nature about the progress of the RIRSD discussion table pursuant to the MOU.
 - (b) The Parties will discuss the possibility of establishing a joint communications approach in relation to this MOU, and such an approach may include provision for joint action by the Parties to inform the public or the media regarding the matters referred to in (a).
18. Unless the Parties agree otherwise, in advance and in writing, and subject to paragraph 19:

- (a) all discussions of the RIRSD discussion table will be held in camera and remain confidential; and
- (b) a Party will not disclose any records, information or communications that reveal the content of discussions or the other Party's positions or views.

19. The Parties acknowledge that:

- (a) Canada may have a duty to consult an Indigenous group other than NCC which has or may have rights that are protected by section 35 of the *Constitution Act, 1982* and that may be adversely affected by a product of the RIRSD discussion table, and in order to ensure such duty is fulfilled, may disclose to the other Indigenous group all or part of such product (in final or draft form);
- (b) prior to disclosing any material under paragraph 19(a), Canada will consult NCC about the contemplated disclosure, subject to any confidentiality obligations of Canada to the other Indigenous group; and
- (c) where a disclosure under 19(a) is contemplated, Canada will take reasonable steps to oblige the other Indigenous group to maintain the confidentiality of the material to be disclosed.

20. The Parties acknowledge that Canada may have a duty to consult NCC in respect of a product (final or draft) of negotiations between Canada and another Indigenous group which may adversely affect the asserted or established section 35 rights of NCC.

21. The Parties acknowledge that:

- (a) where there is any overlap between the asserted rights of NCC, and the asserted or established rights of other Indigenous groups, it is desirable that the overlap be addressed by discussions between NCC and the other Indigenous group; and
- (b) Canada may have a role in facilitating and/or providing funding to support such discussions.

22. Understanding the need for confidentiality, NCC may share information about the content of discussions pursuant to this MOU with NCC's membership. NCC will give Canada an opportunity to provide its views in advance of any such sharing of information.

Term, Suspension and Termination of the MOU

23. This MOU comes into force when signed and, subject to paragraph 25, will remain in effect until it is replaced by a subsequent agreement between the Parties.

24. Either Party may suspend or terminate this MOU by providing 30 days' written notice to the other Party, such notice providing the reasons for suspension or termination.


25. Unless the Parties agree otherwise in writing, the provisions of paragraphs 13, 14-15, 18, 19, 22, and this paragraph 25 will survive the conclusion of the RIRSD discussion table's activities and any suspension or termination of this MOU.

IN WITNESS WHEREOF this MOU has been executed by the Parties as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: 
The Honourable Carolyn Bennett
Minister of Crown-Indigenous Relations

NUNATUKAVUT COMMUNITY COUNCIL

Per: 
Todd N. Russell
President