

May 8, 2006

CANADA, as represented by the Honourable Frank Iacobucci

-and-

PLAINTIFFS, as represented by the National Consortium  
and the Merchant Law Group

-and-

Independent Counsel

-and-

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

-and-

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA,  
THE PRESBYTERIAN CHURCH OF CANADA,  
THE UNITED CHURCH OF CANADA AND  
ROMAN CATHOLIC ENTITIES

**INDIAN RESIDENTIAL SCHOOLS  
SETTLEMENT AGREEMENT**

May 8, 2006

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SETTLEMENT AGREEMENT**

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**May 8, 2006**

**Indian Residential Schools  
Settlement Agreement**

**WHEREAS:**

A. Canada and certain religious organizations operated Indian Residential Schools for the education of aboriginal children and certain harms and abuses were committed against those children;

B. The Parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools;

C. The Parties further desire the promotion of healing, education, truth and reconciliation and commemoration;

D. The Parties entered into an Agreement in Principle on November 20, 2005 for the resolution of the legacy of Indian Residential Schools:

- (i) to settle the Class Actions and the Cloud Class Action, in accordance with and as provided in this Agreement;
- (ii) to provide for payment by Canada of the Designated Amount to the Trustee for the Common Experience Payment;
- (iii) to provide for the Independent Assessment Process;
- (iv) to establish a Truth and Reconciliation Commission;
- (v) to provide for an endowment to the Aboriginal Healing Foundation to fund healing programmes addressing the legacy

of harms suffered at Indian Residential Schools including the intergenerational effects; and

- (vi) to provide funding for commemoration of the legacy of Indian Residential Schools;

E. The Parties, subject to the Approval Orders, have agreed to amend and merge all of the existing proposed class action statements of claim to assert a common series of Class Actions for the purposes of settlement;

F. The Parties, subject to the Approval Orders and the expiration of the Opt Out Periods without the Opt Out Threshold being met, have agreed to settle the Class Actions upon the terms contained in this Agreement;

G. The Parties, subject to the Approval Orders, agree to settle all pending individual actions relating to Indian Residential Schools upon the terms contained in this Agreement, save and except those actions brought by individuals who opt out of the Class Actions in the manner set out in this Agreement, or who will be deemed to have opted out pursuant to Article 1008 of *The Code of Civil Procedure of Quebec*;

H. This Agreement is not to be construed as an admission of liability by any of the defendants named in the Class Actions or the Cloud Class Action.

**THEREFORE**, in consideration of the mutual agreements, covenants and undertakings set out herein, the Parties agree that all actions, causes of actions, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which any

Class Member or Cloud Class Member ever had, now has or may hereafter have arising in relation to an Indian Residential School or the operation of Indian Residential Schools, whether such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and the Releasees will have no further liability except as set out in this Agreement.

## **ARTICLE ONE INTERPRETATION**

### **1.01 Definitions**

In this Agreement, the following terms will have the following meanings:

**“Aboriginal Healing Foundation”** means the non-profit corporation established under Part II of the *Canada Corporations Act*, chapter C-32 of the Revised Statutes of Canada, 1970 to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including intergenerational effects.

**“Agreement in Principle”** means the Agreement between Canada, as represented by the Honourable Frank Iacobucci; Plaintiffs, as represented by the National Consortium, Merchant Law Group, Inuvialuit Regional Corporation, Makivik Corporation, Nunavut Tunngavik Inc., Independent Counsel, and the Assembly of First Nations; the General Synod of the Anglican Church of Canada, the Presbyterian Church in Canada, the United



Church of Canada and Roman Catholic Entities, signed November 20, 2005;

**“Appropriate Court”** means the court of the province or territory where the Class Member resided on the Approval Date save and except:

- a) that residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;
- b) International Residents will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;

**“Approval Date”** means the date the last Court issues its Approval Order;

**“Approval Orders”** means the judgments or orders of the Courts certifying the Class Actions and approving this Agreement as fair, reasonable and in the best interests of the Class Members and Cloud Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation, the common law or Quebec civil law;

**“Business Day”** means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

**“Canada” or “Government”** means the Government of Canada;

**“CEP”** and **“Common Experience Payment”** mean a lump sum payment made to an Eligible CEP Recipient in the manner set out in Article Five (5) of this Agreement;

**“CEP Application”** means an application for a Common Experience Payment completed substantially in the form attached hereto as Schedule “A” of this Agreement and signed by an Eligible CEP Recipient or his or her Personal Representative along with the documentation required by the CEP Application.

**“CEP Application Deadline”** means the fourth anniversary of the Implementation Date;

**“Church” or “Church Organization”** means collectively, The General Synod of the Anglican Church of Canada, The Missionary Society of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada listed in Schedule “B”, The Presbyterian Church in Canada, The Trustee Board of the Presbyterian Church in Canada, The Foreign Mission of the Presbyterian Church in Canada, Board of Home Missions and Social Services of the Presbyterian Church in Canada, The Women’s Missionary Society of the Presbyterian Church in Canada, The United Church of Canada, The Board of Home Missions of the United Church of Canada, The Women’s Missionary Society of the United Church of Canada, The Methodist Church of Canada, The Missionary Society of The Methodist Church of Canada **and the Catholic Entities listed in Schedule “C”**.

**“Class Actions”** means the omnibus Indian Residential Schools Class Actions Statements of Claim referred to in Article Four (4) of this Agreement;

**“Class Members”** means all individuals including Persons Under Disability who are members of any class defined in the Class Actions and who have not opted out or are not deemed to have opted out of the Class Actions on or before the expiry of the Opt Out Period;

**“Cloud Class Action”** means the *Marlene C. Cloud et al. v. Attorney General of Canada et al.* (C40771) action certified by the Ontario Court of Appeal by Order entered at Toronto on February 16, 2005;

**“Cloud Class Members”** means all individuals who are members of the classes certified in the Cloud Class Action;

**“Cloud Student Class Member”** means all individuals who are members of the student class certified in the Cloud Class Action;

**“Commission”** means the Truth and Reconciliation Commission established pursuant to Article Seven (7) of this Agreement;

**“Continuing Claims”** means those claims set out in Section I of Schedule “D” of this Agreement.

**“Courts”** means collectively the Quebec Superior Court, the Superior Court

of Justice for Ontario, the Manitoba Court of Queen’s Bench, the Saskatchewan Court of Queen’s Bench, the Alberta Court of Queen’s Bench, the Supreme Court of British Columbia, the Nunavut Court of Justice, the Supreme Court of the Yukon and the Supreme Court of the Northwest Territories;

**“Designated Amount”** means one billion nine hundred million dollars (\$1,900,000,000.00) less any amounts paid by way of advance payments, if any, as at the Implementation Date.;

**“Designated Amount Fund”** means the trust fund established to hold the Designated Amount to be allocated in the manner set out in Article Five of this Agreement;

**“DR Model”** means the dispute resolution model offered by Canada since November 2003;

**“Educational Programs or Services”** shall include, but not be limited to, those provided by universities, colleges, trade or training schools, or which relate to literacy or trades, as well as programs or services which relate to the preservation, reclamation, development or understanding of native history, cultures, or languages.

**“Eligible CEP Recipient”** means any former Indian Residential School student who resided at any Indian Residential School prior to December 31, 1997 and who was alive on May 30, 2005 and who does not opt out, or is not deemed to have opted out of the Class Actions during the Opt-Out

Periods or is a Cloud Student Class Member;

**“Eligible IAP Claimants”** means all Eligible CEP Recipients, all Non-resident Claimants and includes references to the term “Claimants” in the IAP.

**“Federal Representative”** means the Honourable Frank Iacobucci;

**“IAP Application Deadline”** means the fifth anniversary of the Implementation Date:

**“IAP Working Group”** means counsel set out in Schedule “U” of this Agreement.

**“Implementation Date”** means the latest of :

- (1) the expiry of thirty (30) days following the expiry of the Opt-Out Periods; and
- (2) the day following the last day on which a Class Member in any jurisdiction may appeal or seek leave to appeal any of the Approval Orders; and
- (3) the date of a final determination of any appeal brought in relation to the Approval Orders;

**“Independent Counsel”** means Plaintiffs’ Legal Counsel who have signed this Agreement, excluding Legal Counsel who have signed this Agreement in their capacity as counsel for the Assembly of First Nations or for the Inuit Representatives or Counsel who are members of the Merchant Law Group or

members of any of the firms who are members of the National Consortium;

**“Independent Assessment Process”** and **“IAP”** mean the process for the determination of Continuing Claims, attached as Schedule “D”;

**“Indian Residential Schools”** means the following:

- (1) Institutions listed on List “A” to OIRSRC’s Dispute Resolution Process attached as Schedule “E”;
- (2) Institutions listed in Schedule “F” (“Additional Residential Schools”) which may be expanded from time to time in accordance with Article 12.01 of this Agreement; and,
- (3) Any institution which is determined to meet the criteria set out in Section 12.01(2) and (3) of this Agreement:

**“International Residents”** means Class Members who are not resident in a Canadian Province or Territory on the Approval Date.

**“Inuit Representatives”** includes Inuvialuit Regional Corporation (“IRC”), Nunavut Tunngavik Inc. (“NTI”) and Makivik Corporation; and may include other Inuit representative organizations or corporations.

**“NAC”** means the National Administration Committee as set out in Article Four (4) of this Agreement;

**“NCC”** means the National Certification Committee as set out in Article Four (4) of this Agreement;

**“Non-resident Claimants”** means all individuals who did not reside at an Indian Residential School who, while under the age of 21, were permitted by an adult employee of an Indian Residential School to be on the premises of an Indian Residential School to take part in authorized school activities prior to December 31, 1997. For greater certainty, Non-resident Claimants are not Class Members or Cloud Class Members;

**“OIRSRC”** means the Office of Indian Residential Schools Resolution Canada;

**“Opt Out Periods”** means the period commencing on the Approval Date as set out in the Approval Orders;

**“Opt Out Threshold”** means the Opt Out Threshold set out in Section 4.14 of this Agreement;

**“Other Released Church Organizations”** includes the Dioceses of the Anglican Church of Canada listed in Schedule “G” and the Catholic Entities listed in Schedule “H”, that did not operate an Indian Residential School or did not have an Indian Residential School located within their geographical boundaries and have made, or will make, a financial contribution towards the resolution of claims advanced by persons who attended an Indian Residential School;

**“Oversight Committee”** means the Oversight Committee set out in the Independent Assessment Process attached as Schedule “D”;

**“Parties”** means collectively and individually the signatories to this Agreement;

**“Personal Credits”** means credits that have no cash value, are transferable only to a family member who is a member of the family class as defined in the Class Actions or the Cloud Class Action, may be combined with the Personal Credits of other individuals and are only redeemable for either personal or group education services provided by education entities or groups jointly approved by Canada and the Assembly of First Nations pursuant to terms and conditions to be developed by Canada and the Assembly of First Nations. Similar sets of terms and conditions will be developed by Canada and Inuit Representatives for Eligible CEP Recipients having received the CEP who are Inuit. In carrying out these discussions with the Assembly of First Nations and Inuit Representatives, Canada shall obtain input from counsel for the groups set out in Section 4.09(4)(d), (e), (f) and (g);

**“Personal Representative”** includes, if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is mentally incompetent, the tutor, committee, Guardian, curator of the person or the Public Trustee or their equivalent or, if the person is a minor, the person or party that has been appointed to administer his or her affairs or the tutor where applicable;



**“Person Under Disability”** means

- (1) a minor as defined by that person’s Province or Territory of residence; or
- (2) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

**“Pilot Project”** means the dispute resolution projects set out in Schedule “T” of this Agreement;

**“RACs”** means the Regional Administration Committees as set out in Article Four of this Agreement;

**“Releasees”** means, jointly and severally, individually and collectively, the defendants in the Class Actions and the defendants in the Cloud Class Action and each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, partners, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees and assigns the definition and also the entities listed in Schedules “B”, “C”, “G” and “H” of this Agreement.

**“Trustee”** means Her Majesty in right of Canada as represented by the incumbent Ministers from time to time responsible for Indian Residential

Schools Resolution and Service Canada. The initial Representative Ministers will be the Minister of Canadian Heritage and Status of Women and the Minister of Human Resources Skills Development, respectively.

## **1.02 Headings**

The division of this Agreement into Articles, Sections and Schedules and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement.

## **1.03 Extended Meanings**

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

## **1.04 No Contra Proferentem**

The Parties acknowledge that they have reviewed and participated in settling

the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties is not applicable in interpreting this Agreement.

### **1.05 Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

### **1.06 Day For Any Action**

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

### **1.07 When Order Final**

For the purposes of this Agreement a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

## **1.08 Currency**

All references to currency herein are to lawful money of Canada.

## **1.09 Schedules**

The following Schedules to this Agreement are incorporated into and form part of it by this reference as fully as if contained in the body of this Agreement:

Schedule A – CEP Application Form

Schedule B – Dioceses of the Anglican Church

Schedule C – Roman Catholic Entities

Schedule D – Independent Assessment Process

Schedule E – Residential Schools

Schedule F – Additional Residential Schools

Schedule G – Anglican Releasees

Schedule H – Catholic Releasees

Schedule I – Trust Agreement

Schedule J – Commemoration Policy Directive

Schedule K – Settlement Notice Plan

Schedule L – Process Flow Chart

Schedule M – Funding Agreement between the Aboriginal Healing  
Foundation and Canada

Schedule N – Mandate for Truth and Reconciliation Commission

Schedule O-1 – The Presbyterian Church Entities in Canada Agreement

Schedule O-2 – The Anglican Entities Agreement

Schedule O-3 – The Catholic Entities Church Agreement  
Schedule O-4 – The United Church of Canada Agreement  
Schedule P – IAP Full and Final Release  
Schedule Q – Treasury Board Travel Directive  
Schedule R – No Prejudice Commitment Letter  
Schedule S – National Certification Committee Members  
Schedule T – Pilot Projects  
Schedule U – IAP Working Group Members  
Schedule V – Agreement Between the Government of Canada and the  
Merchant Law Group Respecting the Verification of Legal Fees

### **1.10 No Other Obligations**

It is understood that Canada will not have any obligations relating to the CEP, IAP, truth and reconciliation, commemoration, education and healing except for the obligations and liabilities as set out in this Agreement.

## **ARTICLE TWO EFFECTIVE DATE OF AGREEMENT**

### **2.01 Date when Binding and Effective**

This Agreement will become effective and be binding on and after the Implementation Date on all the Parties including the Class Members and Cloud Class Members subject to Section 4.14. The Cloud Class Action Approval Order and each Approval Order will constitute approval of this Agreement in respect of all Class Members and Cloud Class Members

residing in the province or territory of the Court which made the Approval Order, or who are deemed to be subject to such Approval Order pursuant to Section 4.04 of this Agreement. No additional court approval of any payment to be made to any Class Member or Cloud Class Member will be necessary.

## **2.02 Effective in Entirety**

None of the provisions of this Agreement will become effective unless and until the Courts approve all the provisions of this Agreement, except that the fees and disbursements of the NCC will be paid in any event.

## **ARTICLE THREE FUNDING**

### **3.01 CEP Funding**

- (1) Canada will provide the Designated Amount to the legal representatives of the Class Members and the Cloud Class Members in trust on the Implementation Date. The Class Members and the Cloud Class Members agree that, contemporaneous with the receipt of the Designated Amount by their legal representatives, the Class Members and Cloud Class Members irrevocably direct the Designated Amount, in its entirety, be paid to the Trustee.
- (2) The Parties agree that the Designated Amount Fund will be held

and administered by the Trustee as set out in the Trust Agreement attached as Schedule “I” of this Agreement.

### **3.02 Healing Funding**

On the Implementation Date Canada will transfer one hundred and twenty-five million dollars (\$125,000,000.00) as an endowment for a five year period to the Aboriginal Healing Foundation in accordance with Article Eight (8) of this Agreement. After the Implementation Date the only obligations and liabilities of Canada with respect to healing funding are those set out in this Agreement.

### **3.03 Truth and Reconciliation Funding**

- (1) Canada will provide sixty million dollars (\$60,000,000.00) in two instalments for the establishment and work of the Commission. Two million dollars (\$2,000,000.00) will be available on the Approval Date to begin start-up procedures in advance of the establishment of the Commission. The remaining fifty-eight million dollars (\$58,000,000.00) will be transferred within thirty (30) days of the approval of the Commission’s budget by Canada. After the date of the final transfer, Canada will have no further obligations or liabilities with respect to truth and reconciliation funding except as set out in this Agreement.
  
- (2) Canada will appoint an interim Executive Director to begin

start-up procedures for the Commission. The interim Executive Director may make reports to the NCC. The interim Executive Director will be appointed as soon as practicable after the Approval Date. That appointment will remain effective until the appointment of the Commissioners. Canada will assume responsibility for the salary of the Executive Director Position during this interim period.

### **3.04 Commemoration Funding**

The funding for commemoration will be twenty million dollars (\$20,000,000.00) for both national commemorative and community-based commemorative projects. The funding will be available in accordance with the Commemoration Policy Directive, attached as Schedule “J”. For greater certainty, funding under this Section 3.04 includes funding previously authorized in the amount of ten million dollars (\$10,000,000) for commemoration events. This previously authorized amount of ten million dollars (\$10,000,000) will not be available until after the Implementation Date. After the Implementation Date the only obligations and liabilities of Canada with respect to commemoration funding are those set out in this Agreement.

### **3.05 IAP Funding**

Canada will fund the IAP to the extent sufficient to ensure the full and timely implementation of the provisions set out in Article Six (6) of this Agreement.



### **3.06 Social Benefits**

- (1) Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any legislation of any province or territory of Canada.
  
- (2) Canada will make its best efforts to obtain the agreement of the necessary Federal Government Departments that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any social benefit programs of the Federal Government such as old age security and Canada Pension Plan.

### **3.07 Family Class Claims**

The Parties agree and acknowledge that the programmes described in Sections 3.02, 3.03 and 3.04 will be available for the benefit of the Cloud Class Members and all Class Members including the family class defined in the Class Actions.

**ARTICLE FOUR**  
**IMPLEMENTATION OF THIS AGREEMENT**

**4.01 Class Actions**

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the “original claims”) will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the “Class Actions”). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

**4.02 Content of Class Actions**

- (1) The Class Actions will assert common causes of action encompassing and incorporating all claims and causes of action asserted in the original claims.
- (2) Subject to Section 4.04, the Class Actions will subsume all classes contained in the original claims with such modification as is necessary to limit the scope of the classes and subclasses certified by each of the Courts to the provincial or territorial boundaries of that Court save and except the Aboriginal Sub-class as set out and defined in the *Fontaine v. Attorney General*

*of Canada*, (05-CV-294716 CP) proposed class action filed in the Ontario Superior Court of Justice on August 5, 2005 which will not be asserted in the Class Actions.

#### **4.03 Consent Order**

- (1) The Parties will consent to an order in each of the Courts amending and merging the original claims as set out in Section 4.01 and 4.02 of this Agreement.
- (2) For greater certainty, the order consented to in the Ontario Superior Court of Justice will not amend **or** merge the Cloud Class Action.

#### **4.04 Class Membership**

Class membership in each of the Class Actions will be determined by reference to the province or territory of residence of each Class Member on the Approval Date save and except:

- (a) residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island, and;
- (b) International Residents,

who are be deemed to be members of the Ontario Class.

#### **4.05 Consent Certification**

- (1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.
- (2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

#### **4.06 Approval Orders**

Approval Orders will be sought:

- (a) incorporating by reference this Agreement in its entirety;
- (b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods;

- (c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily discontinued by the expiry of the Opt Out Period, will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.
  
- (d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation of Indian Residential Schools.
  
- (e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its

sole discretion, to waive compliance with Section 4.14 of this Agreement.

- (f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.
- (g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.
- (h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.
- (i) ordering and declaring that notwithstanding Section 4.06(c), (d)

and (f), a Class Member who on or after the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

- (j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.
- (k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled, and any defences based on laches or delay will not be asserted by the Parties with regard to a period of five years from the Implementation Date.
- (l) ordering and declaring that notwithstanding Section 4.06(d) no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

#### **4.07 Cloud Class Action Approval Order**

There will be a separate approval order in relation to the Cloud Class Action which will be, in all respects save as to class membership and Section 17.02 of this Agreement, in the same terms and conditions as the Approval Orders referred to herein.

#### **4.08 Notice**

- (1) The parties agree that the NCC will implement the Residential Schools Class Action Litigation Settlement Notice Plan prepared by Hilsoft Notifications and generally in the form attached as Schedule “K”.
- (2) The NCC will develop a list of counsel with active Indian Residential Schools claims and who agree to be bound by the terms of this Agreement, before the Approval date, which will be referenced in the written materials and website information of the notice program.
- (3) The legal notice will include an opt out coupon which will be returnable to a Post Office Box address at Edmonton, Alberta.
- (4) There will be a “1-800” number funded by Canada which will provide scripted information concerning the settlement. The information will convey a statement to the effect that although



there is no requirement to do so, Class Members may wish to consult a lawyer.

#### **4.09 National Certification Committee**

- (1) The Parties agree to the establishment of a NCC with a mandate to:
  - a) designate counsel having carriage in respect of drafting the consent certification documents and obtaining consent certification and approval of this Agreement;
  - b) provide input to and consult with Trustee on the request of Trustee;
  - c) obtain consent certification and approval of the Approval Orders in the Courts on the express condition that the Courts all certify on the same terms and conditions.
  - d) exercise all necessary powers to fulfill its functions under the Independent Assessment Process.
- (2) The NCC will have seven (7) members with the intention that decisions will be made by consensus.
- (3) Where consensus can not be reached, a majority of five (5) of the seven (7) members is required.

- (4) The composition of the NCC will be one (1) counsel from each of the following groups:
  - a) Canada;
  - b) Church Organizations;
  - c) Assembly of First Nations;
  - d) The National Consortium;
  - e) Merchant Law Group;
  - f) Inuit Representatives; and
  - g) Independent Counsel
- (5) The NCC will be dissolved on the Implementation Date.
- (6) Notwithstanding Section 4.09(4) the Church Organizations may designate a second counsel to attend and participate in meetings of the NCC. Designated second counsel will not participate in any vote conducted under Section 4.09(3).

#### **4.10 Administration Committees**

- (1) In order to implement the Approval Orders the Parties agree to the establishment of administrative committees as follows:
  - a) one National Administration Committee (“NAC”); and
  - b) three Regional Administration Committees (“RACs”).

- (2) Notwithstanding Section 4.10(1) neither the NAC nor the RAC's will meet or conduct any business whatsoever prior to the Implementation Date, unless Canada agrees otherwise.

#### **4.11 National Administration Committee**

- (1) The composition of the NAC will be one (1) representative counsel from each of the groups set out at section 4.09(4):
- (2) The first NAC member from each group will be named by that group on or before the execution of this Agreement.
- (3) Each NAC member may name a designate to attend meetings of the NAC and act on their behalf and the designate will have the powers, authorities and responsibilities of the NAC member while in attendance.
- (4) Upon the resignation, death or expiration of the term of any NAC member or where the Court otherwise directs in accordance with 4.11(6) of this Agreement, a replacement NAC member will be named by the group represented by that member.
- (5) Membership on the NAC will be for a term of two (2) years.
- (6) In the event of any dispute related to the appointment or service

of an individual as a member of the NAC, the affected group or individual may apply to the court of the jurisdiction where the affected individual resides for advice and directions.

- (7) The Parties agree that Canada will not be liable for any costs associated with an application contemplated in Section 4.11(6) that relates to the appointment of an individual as a member of the NAC.
- (8) No NAC member may serve as a member of a RAC or as a member of the Oversight Committee during their term on the NAC.
- (9) Decisions of the NAC will be made by consensus and where consensus can not be reached, a majority of five (5) of the seven (7) members is required to make any decision. In the event that a majority of five (5) members can not be reached the dispute may be referred by a simple majority of four (4) NAC members to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools*.
- (10) Notwithstanding Section 4.11(9), where a vote would increase the costs of the Approval Orders whether for compensation or procedural matters, the representative for Canada must be one (1) of the five (5) member majority.

(11) There will not be reference to the Courts for any dispute arising under Section 4.11(10).

(12) The mandate of the NAC is to:

- (a) interpret the Approval Orders;
- (b) consult with and provide input to the Trustee with respect to the Common Experience Payment;
- (c) ensure national consistency with respect to implementation of the Approval Orders to the greatest extent possible;
- (d) produce and implement a policy protocol document with respect to implementation of the Approval Orders;
- (e) produce a standard operating procedures document with respect to implementation of the Approval Orders;
- (f) act as the appellate forum from the RACs;
- (g) review the continuation of RACs as set out in Section 4.13;
- (h) assume the RACs mandate in the event that the RACs cease to operate pursuant to Section 4.13;
- (i) hear applications from the RACs arising from a dispute

related to the appointment or service of an individual as a member of the RACs;

- (j) review and determine references from the Truth and Reconciliation Commission made pursuant to Section 7.01(2) of this Agreement or may, without deciding the reference, refer it to any one of the Courts for a determination of the matter;
- (k) hear appeals from an Eligible CEP Recipient as set out in Section 5.09(1) and recommend costs as set out in Section 5.09(3) of this Agreement;
- (l) apply to any one of the Courts for determination with respect to a refusal to add an institution as set out in Section 12.01 of this Agreement;
- (m) retain and instruct counsel as directed by Canada for the purpose of fulfilling its mandate as set out in Sections 4.11(12)(j),(l) and(q) and Section 4.11(13) of this Agreement;
- (n) develop a list of counsel with active Indian Residential Schools claims who agree to be bound by the terms of this Agreement as set out in Section 4.08(5) of this Agreement;
- (o) exercise all the necessary powers to fulfill its functions

under the IAP;

- (p) request additional funding from Canada for the IAP as set out in Section 6.03(3) of this Agreement;
  - (q) apply to the Courts for orders modifying the IAP as set out in Section 6.03(3) of this Agreement.
  - (r) recommend to Canada the provision of one additional notice of the IAP Application Deadline to Class Members and Cloud Class Members in accordance with Section 6.04 of this Agreement.
- (13) Where there is a disagreement between the Trustee and the NAC, with respect to the terms of the Approval Orders the NAC or the Trustee may refer the dispute to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools*.
- (14) Subject to Section 6.03(3), no material amendment to the Approval Orders can occur without the unanimous consent of the NAC ratified by the unanimous approval of the Courts.
- (15) Canada's representative on the NAC will serve as Secretary of the NAC.
- (16) Notwithstanding Section 4.11(1) the Church Organizations may

designate a second counsel to attend and participate in meetings of the NAC. Designated second counsel will not participate in any vote conducted under Section 4.11(9).

#### **4.12 Regional Administration Committees**

- (1) One (1) RAC will operate for the benefit of both the Class Members, as defined in Section 4.04, and Cloud Class Members in each of the following three (3) regions:
  - a) British Columbia, Alberta, Northwest Territories and the Yukon Territory;
  - b) Saskatchewan and Manitoba; and
  - c) Ontario, Quebec and Nunavut.
- (2) Each of the three (3) RACs will have three (3) members chosen from the four (4) plaintiff's representative groups set out in Sections 4.09(4)(d),(e),(f) and (g) of this Agreement.
- (3) Initial members of each of the three (3) RAC's will be named by the groups set out in sections 4.09(4)(d),(e),(f) and(g) of this Agreement on or before the execution of this Agreement and Canada will be advised of the names of the initial members.
- (4) Upon the resignation, death or expiration of the term of any



RAC member or where the Court otherwise directs in accordance with 4.12(7) of this Agreement, a replacement RAC member will be named by the group represented by that member.

- (5) Membership on each of the RACs will be for a two (2) year term.
- (6) Each RAC member may name a designate to attend meetings of the RAC and the designate will have the powers, authorities and responsibilities of the RAC member while in attendance.
- (7) In the event of any dispute related to the appointment or service of an individual as a member of the RAC, the affected group or individual may apply to the NAC for a determination of the issue.
- (8) No RAC member may serve as a member of the NAC or as a member of the Oversight Committee during their term on a RAC.
- (9) Each RAC will operate independently of the other RACs. Each RAC will make its decisions by consensus among its three members. Where consensus can not be reached, a majority is required to make a decision.
- (10) In the event that an Eligible CEP Recipient, a member of a

RAC, or a member of the NAC is not satisfied with a decision of a RAC that individual may submit the dispute to the NAC for resolution.

- (11) The RACs will deal only with the day-to-day operational issues relating to implementation of the Approval Orders arising within their individual regions which do not have national significance. In no circumstance will a RAC have authority to review any decision related to the IAP.

#### **4.13 Review by NAC**

Eighteen months following the Implementation Date, the NAC will consider and determine the necessity for the continuation of the operation of any or all of the 3 RACs provided that any determination made by the NAC must be unanimous.

#### **4.14 Opt Out Threshold**

In the event that the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5,000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this Section of this Agreement. Canada has the right to waive compliance with this Section of the Agreement until thirty (30) days after the end of the Opt Out Periods.

#### **4.15 Federal Court Actions Exception**

The Parties agree that both the *Kenneth Sparvier et al. v. Attorney General of Canada* proposed class action filed in the Federal Court on May 13, 2005 as Court File Number: T 848-05, and the *George Laliberte et al v. Attorney General of Canada* proposed class action filed in the Federal Court on September 23, 2005 as Court File Number: T-1620-05, will be discontinued without costs on or before the Implementation Date.

### **ARTICLE FIVE COMMON EXPERIENCE PAYMENT**

#### **5.01 CEP**

Subject to Sections 17.01 and 17.02, the Trustee will make a Common Experience Payment out of the Designated Amount Fund to every Eligible CEP Recipient who submits a CEP Application provided that:

- (1) the CEP Application is submitted to the Trustee in accordance with the provisions of this Agreement;
- (2) the CEP Application is received prior to the CEP Application Deadline;
- (3) the CEP Application is validated in accordance with the provisions of this Agreement; and

- (4) the Eligible CEP Recipient was alive on May 30, 2005.

## **5.02 Amount of CEP**

The amount of the Common Experience Payment will be:

- (1) ten thousand dollars (\$10,000.00) to every Eligible CEP Recipient who resided at one or more Indian Residential Schools for one school year or part thereof; and
- (2) an additional three thousand (\$3,000.00) to every eligible CEP Recipient who resided at one or more Indian Residential Schools for each school year or part thereof, after the first school year; and
- (3) less the amount of any advance payment on the CEP received

## **5.03 Interest on Designated Amount Fund**

Interest on the assets of the Designated Amount Fund will be earned and paid as provided in Order in Council P.C. 1970-300 of February 17, 1970 made pursuant to section 21(2) of the Financial Administration Act as set out in the Trust Agreement attached as Schedule "I".

## **5.04 CEP Application Process**

- (1) No Eligible CEP Recipient will receive a CEP without

submitting a CEP Application to the Trustee.

- (2) The Trustee will not accept a CEP Application prior to the Implementation Date or after the CEP Application Deadline.
- (3) Notwithstanding Sections 5.01(2) and 5.04(2) of this Agreement, where the Trustee is satisfied that an Eligible CEP Recipient is a Person Under Disability on the CEP Application Deadline or was delayed from delivering a CEP Application on or before the CEP Application Deadline as prescribed in Section 5.04(2) as a result of undue hardship or exceptional circumstances, the Trustee will consider the CEP Application filed after the CEP Application Deadline, but in no case will the Trustee consider a CEP Application filed more than one year after the CEP Application Deadline unless directed by the Court.
- (4) No person may submit more than one (1) CEP Application on his or her own behalf.
- (5) Where an Eligible CEP Recipient does not submit a CEP Application as prescribed in this Section 5.04 that Eligible CEP Recipient will not be entitled to receive a Common Experience Payment and any such entitlement will be forever extinguished.
- (6) The Trustee will process all CEP Applications substantially in accordance with Schedule “L” attached hereto. All CEP

Applications will be subject to verification.

- (7) The Trustee will give notice to an Eligible CEP Recipient of its decision in respect of his or her CEP Application within 60 days of the decision being made.
- (8) A decision of the Trustee is final and binding upon the claimant and the Trustee, subject only to the CEP Appeal Procedure set out in Section 5.09 of this Agreement.
- (9) The Trustee agrees to make all Common Experience Payments as soon as practicable.

#### **5.05 Review and Audit to Determine Holdings**

- (1) The Trustee will review the Designated Amount Fund on or before the first anniversary of the Implementation Date and from time to time thereafter to determine the sufficiency of the Designated Amount Fund to pay all Eligible CEP Recipients who have applied for a CEP as of the date of the review.
- (2) The Trustee will audit the Designated Amount Fund within twelve (12) months following the CEP Application Deadline to determine the balance held in that fund on the date of the audit.

## **5.06 Insufficiency of Designated Amount**

In the event that a review under Section 5.05(1) determines that the Designated Amount Fund is insufficient to pay all Eligible CEP Recipients who have applied, as of the date of the review, to receive the Common Experience Payment to which they are entitled, Canada will add an amount sufficient to remedy any deficiency in this respect within 90 days of being notified of the deficiency by the Trustee.

## **5.07 Excess Designated Amount**

- (1) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make the Common Experience Payment to all Eligible CEP Recipients who have applied before the CEP Application Deadline by more than forty million dollars (\$40,000,000.00), the excess will be apportioned *pro rata* to all those who received a Common Experience Payment to a maximum amount of three thousand dollars (\$3,000.00) per person in the form of Personal Credits.
- (2) After the payment of the maximum amount of Personal Credits to all Eligible CEP Recipients who have received the CEP, including payment of all administration costs related thereto, all excess funds remaining in the Designated Amount Found will be transferred to the National Indian Brotherhood Trust Fund (NIBTF) and to the Inuvialuit Education Foundation (IEF),

consistent with applicable Treasury Board policies, in the proportion set out in Section 5.07(5). The monies so transferred shall be used for educational programs on terms and conditions agreed between Canada and NIBTF and IEF, which terms and conditions shall ensure fair and reasonable access to such programs by all class members including all First Nations, Inuit, Inuvialuit and Métis persons. In carrying out its discussions with NIBTF and IEF, Canada shall obtain input from counsel for the groups set out in Section 4.09(d), (e), (f) and (g).

- (3) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make Common Experience Payments to all Eligible CEP Recipients who have applied before the CEP Application Deadline by less than forty million dollars (\$40,000,000.00), there will be no entitlement to Personal Credits, and the excess will be transferred to the NIBTF and IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).
- (4) Any and all amounts remaining in the Designated Amount Fund on January 1, 2015 will be paid to the NIBTF and the IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).
- (5) Funds in the Designated Amount Fund shall be transferred to



the NIBTF and the IEF respectively proportionately based on the total number of Eligible CEP Recipients other than Inuit and Inuvialuit who have received the CEP in the case of the NIBTF and the total number of Inuit and Inuvialuit Eligible CEP Recipients who have received the CEP in the case of the IEF.

#### **5.08 CEP Administrative Costs**

- (1) It is agreed that Canada will assume all internal administrative costs relating to the CEP and its distribution.
- (2) It is agreed that all internal administrative costs relating to the Personal Credits and their distribution will be paid from the Designated Amount Fund.

#### **5.09 CEP Appeal Procedure**

- (1) Where a claim made in a CEP Application has been denied in whole or in part, the applicant may appeal the decision to the NAC for a determination.
- (2) In the event the NAC denies the appeal in whole or in part the applicant may apply to the Appropriate Court for a determination of the issue.
- (3) The NAC may recommend to Canada that the costs of an appeal under Section 5.09(1) be borne by Canada. In

exceptional circumstances, the NAC may apply to the Appropriate Court for an order that the costs of an appeal under Section 5.09(1) be borne by Canada.

## **ARTICLE SIX INDEPENDENT ASSESSMENT PROCESS**

### **6.01 IAP**

An Independent Assessment Process will be established as set out in Schedule “D” of this Agreement.

### **6.02 IAP Application Deadline**

- (1) Applications to the IAP will not be accepted prior to the Implementation Date or after the IAP Application Deadline.
- (2) Where an Eligible IAP Claimant does not submit an IAP Application as prescribed in this Section 6.02(1) that Eligible IAP Claimant will not be admitted to the IAP and any such entitlement to make a claim in the IAP will be forever extinguished.
- (3) All applications to the IAP which have been delivered prior to the IAP Application Deadline will be processed within the IAP as set out in Schedule “D” of this Agreement.

### 6.03 Resources

- (1) The parties agree that Canada will provide sufficient resources to the IAP to ensure that:
  - a) Following the expiry of a six month start-up period commencing on the Implementation Date:
    - (i) Continuing Claims which have been screened into the IAP will be processed at a minimum rate of two-thousand five-hundred (2500) in each twelve (12) month period thereafter; and
    - (ii) the Claimant in each of those two-thousand five hundred (2500) Continuing Claims will be offered a hearing date within nine months of their application being screened-in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
  - b) Notwithstanding Section 6.03(1)(a), all IAP claimants whose applications have been screened into the IAP as of the eighteen (18) month anniversary of the Implementation

Date will be offered a hearing date before the expiry of a further nine month period or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

- c) All IAP claimants screened-in after the eighteen (18) month anniversary of the Implementation Date will be offered a hearing within nine (9) months of their claim being screened in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
- d) For greater certainty, all IAP Applications filed before the expiration of the IAP Application Deadline will be processed prior to the six (6) year anniversary of the Implementation Date unless a claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

- (2) In the event that Continuing Claims are submitted at a rate that is less than two-thousand five hundred (2,500) per twelve month period, Canada will be required only to provide resources sufficient to process the Continuing Claims at the rate at which they are received, and within the timeframes set out in

Section 6.03 (1)(a) and (b) of this Agreement.

- (3) Notwithstanding Article 4.11(11), in the event that Continuing Claims are not processed at the rate and within the timeframes set out in Section 6.03(1)(a) and (b) of this Agreement, the NAC may request that Canada provide additional resources for claims processing and, after providing a reasonable period for Canada's response, apply to the Courts for orders necessary to permit the realization of Section 6.03(1).

#### **6.04 Notice of IAP Application Deadline**

One additional notice of the IAP Application Deadline may be provided on the recommendation of the NAC to Canada.

## **ARTICLE SEVEN**

### **TRUTH AND RECONCILIATION AND COMMEMORATION**

#### **7.01 Truth and Reconciliation**

- (1) A Truth and Reconciliation process will be established as set out in Schedule "N" of this Agreement.
- (2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the

Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

- (3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

## **7.02 Commemoration**

Proposals for commemoration will be addressed in accordance with the Commemoration Policy Directive set out in Schedule “J” of this Agreement.

# **ARTICLE EIGHT**

## **HEALING**

### **8.01 Healing**

- (1) To facilitate access to healing programmes, Canada will provide the endowment to the Aboriginal Healing Foundation as set out in Section 3.02 on terms and conditions substantially similar to the draft attached hereto as Schedule “M”.
- (2) On or before the expiry of the fourth anniversary of the

Implementation Date, Canada will conduct an evaluation of the healing initiatives and programmes undertaken by the Aboriginal Healing Foundation to determine the efficacy of such initiatives and programmes and recommend whether and to what extent funding should continue beyond the five year period.

## **8.02 Availability of Mental Health and Emotional Support Services**

Canada agrees that it will continue to provide existing mental health and emotional support services and agrees to make those services available to those who are resolving a claim through the Independent Assessment Process or who are eligible to receive compensation under the Independent Assessment Process. Canada agrees that it will also make those services available to Common Experience Payment recipients and those participating in truth and reconciliation or commemorative initiatives.

## **ARTICLE NINE CHURCH ORGANIZATIONS**

**9.01** The Parties agree that the Church Organizations will participate in this Agreement as set out herein and in accordance with the Agreements between Canada and the Church Organizations attached hereto in Schedules “O-1”, The Presbyterian Church Agreement, Schedule “O-2”, The Anglican Entities Agreement, Schedule “O-3”, The Catholic Entities Agreement and Schedule “O-4”, The United Church of Canada Agreement.

**ARTICLE TEN**  
**Duties of the Trustee**

**10.01 Trustee**

In addition to the duties set out in the Trust Agreement, the Trustee's duties and responsibilities will be the following:

- a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting CEP Applications which reflect the need for simplicity in form, expedition of payments and an appropriate form of audit verification, including processing the CEP Applications substantially in accordance with Schedule "L" of this Agreement;
- b) developing, installing and implementing systems and procedures necessary to meet its obligations as set out in the Trust Agreement attached as Schedule "I" hereto;
- c) developing, installing and implementing systems and procedures for paying out compensation for validated CEP Applications;
- d) reporting to the NAC and the Courts respecting CEP Applications received and being administered and compensation paid;



- e) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- f) keeping or causing to be kept accurate accounts of its activities and its administration of the CEP, including payment of compensation under the CEP, preparing such financial statements, reports and records as are required by the NAC and the Courts, in form and content as directed by the Courts and submitting them to the Courts so often as the Courts direct;
- g) receiving and responding to all enquiries and correspondence respecting the validation of CEP Applications, reviewing and evaluating all CEP Applications, making decisions in respect of CEP Applications, giving notice of its decisions in accordance with the provisions this Agreement and communicating with Eligible CEP Recipients, in either English or French, as the Eligible CEP Recipient elects;
- h) receiving and responding to all enquiries and correspondence respecting payment of compensation for valid CEP Applications, and forwarding the compensation in accordance with the provisions of this Agreement and communicating with Eligible CEP Recipients, in either

English or French, as the Eligible CEP Recipient elects;

- i) administering Personal Credits in accordance with Section 5.07 of this Agreement;
- j) maintaining a database with all information necessary to permit the NAC and the Courts to evaluate the financial viability and sufficiency of the Designated Amount Fund from time to time, subject to applicable law; and,
- k) such other duties and responsibilities as the Courts may from time to time by order direct.

## **ARTICLE ELEVEN**

### **RELEASES**

#### **11.01 Class Member and Cloud Class Member Releases**

- (1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:
  - a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including

for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

- b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;

- c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.
- (2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

## **11.02 Non-resident Claimant Releases**

- (1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out in Schedule "P" of this Agreement.
- (2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a)

will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.

- (3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

### **11.03 Claims by Opt Outs and Others**

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

### **11.04 Cessation of litigation**

- (1) Upon execution of this Agreement, the representative plaintiffs named in the Class Actions and the Cloud Class Action, and counsel from each of the groups set out in Section 4.09(4)(c), (d), (e), (f) and (g) will cooperate with the defendants named in the Class Actions and in the Cloud Class Action to obtain approval of this Agreement and general participation by Class Members and Cloud Class Members and Non-resident Claimants in all aspects of the Agreement.

- (2) Each counsel from each of the groups set out in section 4.09(4)(c), (d), (e), (f) and (g) will undertake, within five days after the Approval Date, not to commence or assist or advise on the commencement or continuation of any actions or proceedings calculated to or having the effect of undermining this Agreement against any of the Releasees, or against any person who may claim contribution or indemnity from any of the Releasees in any way relating to or arising from any claim which is subject to this Agreement, provided that nothing in the Agreement will prevent any counsel from advising any person whether to opt out of the Class Actions and to continue to act for that person.

## **ARTICLE TWELVE**

### **ADDITIONAL INDIAN RESIDENTIAL SCHOOLS**

#### **12.01 Request to Add Institution**

- (1) Any person or organization (the “Requestor”) may request that an institution be added to Schedule “F”, in accordance with the criteria set out in Section 12.01(2) of this Agreement, by submitting the name of the institution and any relevant information in the Requestor’s possession to Canada;
- (2) The criteria for adding an institution to Schedule “F” are:

- a) The child was placed in a residence away from the family home by or under the authority of Canada for the purposes of education; and,
  - b) Canada was jointly or solely responsible for the operation of the residence and care of the children resident there.
- (3) Indicators that Canada was jointly or solely responsible for the operation of the residence and care of children there include, but are not limited to, whether:
- a) The institution was federally owned;
  - b) Canada stood as the parent to the child;
  - c) Canada was at least partially responsible for the administration of the institution;
  - d) Canada inspected or had a right to inspect the institution; or,
  - e) Canada did or did not stipulate the institution as an IRS.
- (4) Within 60 days of receiving a request to add an institution to Schedule “F”, Canada will research the proposed institution and determine whether it is an Indian Residential School as defined in this Agreement and will provide both the Requestor and the NAC with:

- a) Canada's decision on whether the institution is an Indian Residential School;
- b) Written reasons for that decision; and
- c) A list of materials upon which that decision was made;

provided that Canada may ask the Requestor for an extension of time to complete the research.

- (5) Should either the Requestor or the NAC dispute Canada's decision to refuse to add a proposed institution, the Requestor may apply to the Appropriate Court, or the NAC may apply to the court of the province or territory where the Requestor resides for a determination.
- (6) Where Canada adds an institution to Schedule "F" under Section 12.01(4), Canada may provide the Requestor with reasonable legal costs and disbursements.

## **ARTICLE THIRTEEN**

### **LEGAL FEES**

#### **13.01 Legal Fees**

Canada agrees to compensate legal counsel in respect of their legal fees as



set out herein.

### **13.02 Negotiation Fees (July 2005 – November 20, 2005)**

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

### **13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)**

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under this Section 13.03(1) for fees previously paid directly by OIRSRC.

- (2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.
- (3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

#### **13.04 Fees Accrued after November 20, 2005 (NCC Fees)**

- (1) Legal fees payable to legal counsel from November 20, 2005 forward will be paid in accordance with the terms set out in Section 13.10(1)(2)(4) and (5) of this Agreement.
- (2) Subject to 13.07, all legal fees payable under Section 13.06 and 13.08 will be paid no later than 60 days after the Implementation Date.

#### **13.05 No Fees on CEP Payments**

No lawyer or law firm that has signed this Settlement Agreement or who accepts a payment for legal fees from Canada, pursuant to Sections 13.06 or 13.08, will charge an Eligible CEP Recipient any fees or disbursements in respect of the Common Experience Payment.

#### **13.06 Fees Where Retainer Agreements**

Each lawyer who had a retainer agreement or a substantial solicitor-client

relationship (a “Retainer Agreement”) with an Eligible CEP Recipient as of May 30, 2005, will be paid an amount equal to the lesser of:

- a) the amount of outstanding Work-in-Progress as of the date of the Agreement in Principle in respect of that Retainer Agreement and
- b) \$4,000, plus reasonable disbursements, and GST and PST, if applicable,

and will agree that no other or further fee will be charged with respect to the CEP.

### **13.07 Proof of Fees**

In order to receive payment pursuant to Section 13.06 of this Agreement, each lawyer will provide to OIRSRC a statutory declaration that attests to the number of Retainer Agreements he or she had with Eligible CEP Recipients as of May 30, 2005 and the amount of outstanding Work-in-Progress in respect of each of those Retainer Agreements as docketed or determined by review. OIRSRC will review these statutory declarations within 60 days of the Implementation Date and will rely on these statutory declarations to verify the amounts being paid to lawyers and will engage in such further verification processes with individual lawyers as circumstances require with the consent of the lawyers involved, such consent not to be unreasonably withheld.

### **13.08 The National Consortium and the Merchant Law Group Fees**

- (1) The National Consortium will be paid forty million dollars (\$40,000,000.00) plus reasonable disbursements, and GST and PST, if applicable, in recognition of the substantial number of Eligible CEP Recipients each of them represents and the class action work they have done on behalf of Eligible CEP Recipients. Any lawyer who is a partner of, employed by or otherwise affiliated with a National Consortium member law firm is not entitled to the payments described in Section 13.02 and 13.06 of this Agreement.
  
- (2) The fees of the Merchant Law Group will be determined in accordance with the provisions of the Agreement in Principle executed November 20, 2005 and the Agreement between Canada and the Merchant Law Group respecting verification of legal fees dated November 20, 2005 attached hereto as Schedule "V", except that the determination described in paragraph 4 of the latter Agreement, will be made by Justice Ball, or, if he is not available, another Justice of the Court of Queen's Bench of Saskatchewan, rather than by an arbitrator.
  
- (3) The Federal Representative will engage in such further verification processes with respect to the amounts payable to the National Consortium as have been agreed to by those parties.

(4) In the event that the Federal Representative and either the National Consortium or the Merchant Law Group cannot agree on the amount payable for reasonable disbursements incurred up to and including November 20, 2005, under Section 13.08(1) of this Agreement, the Federal Representative will refer the matter to:

- (a) the Ontario Superior Court of Justice, or an official designated by it, if the matter involves the National Consortium;
- (b) the Saskatchewan Court of Queen's Bench, or an official designated by it, if the matter involves the Merchant Law Group;

to fix such amount.

(5) The National Consortium member law firms are as follows:

- Thomson, Rogers
- Richard W. Courtis Law Office
- Field LLP
- David Paterson Law Corp.
- Docken & Company
- Troniak Law Office
- Koskie Minsky LLP
- Leslie R. Meiklejohn Law Office
- Huck Birchard
- Ruston Marshall

- Arnold, Pizzo, McKiggan
- Cohen Highley LLP
- White, Ottenheimer & Baker
- Thompson Dorfman Sweatman
- Ahlstrom Wright Oliver & Cooper
- Rath & Company
- Levene Tadman Gutkin Golub
- Coller Levine
- Adams Gareau
- 

All legal fees payable under Section 13.08 will be paid no later than 60 days after the Implementation Date.

### **13.09 Cloud Class Action Costs, Fees and Disbursements**

- (1) Canada will pay all cost awards in the Cloud Class Action that remain outstanding as of November 20, 2005 to Counsel for the Plaintiffs in that action. Canada will not seek to recover any portion of any costs paid pursuant to this Section 13.09(1) from the Anglican entities named as Defendants in the Cloud Class Action.
- (2) Canada will pay the fees and disbursements of the Plaintiffs in the Cloud Class Action as set out in Article 13 of this Agreement.

### **13.10 NCC Fees**

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.
- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and

approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).

- (6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.
- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

### **13.11 NAC Fees**

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be



compensated under this Agreement.

- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

### **13.12 RAC Fees**

- (1) Members of the RACs, will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.12(2).
- (2) Canada will provide each RAC with an operating budget that will not exceed seven thousand dollars (\$7,000.00) per month for each RAC except that each RAC may apply for additional funding in exceptional circumstances.
- (3) The RACs will submit their accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

### **13.13 IAP Working Group Fees**

- (1) Canada agrees to pay each member of the IAP Working Group, other than lawyers representing Canada or the Church Organizations, who attended the IAP Working Group meetings beginning November 20, 2005 for time spent up to the Implementation Date, as requested in writing by Canada, at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.13(1) for fees previously paid directly by OIRSRC.
- (2) No fees are payable under Section 13.13(1) for time billed

under Section 13.02 or 13.03.

- (3) The IAP Working Group, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

### **13.14 Oversight Committee Fees**

- (1) Canada agrees to pay an honorarium to each member of the Oversight Committee, other than members representing Canada or the Church Organizations, at the same rate and on the same conditions as apply from time to time for adjudicators appointed for the IAP.
- (2) Notwithstanding 13.14(1), Oversight Committee members will be paid the honorarium set out in 13.14(1) for a period not exceeding 3 days per month in those months where they attend in-person meetings or 1 day per month in those months where the meeting is held by teleconference or other means.
- (2) The Oversight Committee members will submit their accounts to the OIRSRC for payment. The accounts will be paid within 60 days of their submission. The accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

**ARTICLE FOURTEEN**  
**FIRST NATIONS, INUIT, INUVIALUIT AND MÉTIS**

**14.01 Inclusion**

For greater certainty, every Eligible CEP Recipient who resided at an Indian Residential School is eligible for the CEP and will have access to the IAP in accordance with the terms of this Agreement including all First Nations, Inuit, Inuvialuit and Métis students.

**ARTICLE FIFTEEN**  
**TRANSITION PROVISIONS**

**15.01 No Prejudice**

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule “R” means that following the Implementation Date:

- (1) All Eligible CEP Recipients are entitled to apply to receive the CEP regardless of whether a release has been signed or a judgment received for their Indian Residential School claim prior to the Implementation Date.
  
- (2) Where a release of an Indian Residential School claim was signed after May 30, 2005 in order to receive the payment of an award under the DR Model:

- a) Canada will adjust the award to reflect the compensation scale set out at page 6 of the IAP attached as Schedule “D” of this Agreement;
  - b) the Eligible IAP Claimant may apply to have their hearing re-opened to reconsider the assignment of points under the Consequential Loss of Opportunity category set out at page 6 of the IAP attached as Schedule “D” of this Agreement, and pursuant to the standards of the IAP, in any case where the adjudicator assessed their claim as falling within the highest level in the Consequential Loss of Opportunity category in the DR Model;
  - c) an Eligible IAP Claimant who alleges sexual abuse by another student at the SL4 or SL5 category, where such abuse if proven would be the most serious proven abuse in their case, may have their hearing re-opened to consider such an allegation in accordance with the standards of the IAP.
- (3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule “C” of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the

balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic Entity set out in Schedule “C” of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

- (4) Until the Implementation Date, Canada will use its best efforts to resolve cases currently in litigation, including those that would not fit within the IAP.

### **15.02 Acceptance and Transfer of DR Model Claims**

- (1) No applications to the DR Model will be accepted after the Approval Date.
- (2) DR applications received on or before the expiration of the Approval Date for which a hearing date had not been set as of the Implementation Date will be dealt with as follows:
  - a) any application which alleges only physical abuse will be processed under the DR Model unless the claimant elects to transfer it to the IAP;
  - b) any application which includes an allegation of sexual

abuse will be transferred to the IAP unless the claimant, within 60 days of receiving notice of the proposed transfer, elects in writing to remain in the DR Model.

- (3) An Individual whose claim is transferred under Section 15.02(2) of this Agreement is not required to complete an additional application to the IAP, but may modify their existing DR application to the extent necessary to claim the relief available under the IAP.
- (4) Any Eligible IAP Claimant who received but did not accept a decision under the DR Model or a Pilot Project decision may apply to the IAP on the condition that all evidence used in the DR Model hearing or pilot project hearing will be transferred to the IAP proceeding.

## **ARTICLE SIXTEEN**

### **CONDITIONS AND TERMINATION**

#### **16.01 Agreement is Conditional**

This Agreement will not be effective unless and until it is approved by the Courts, and if such approvals are not granted by each of the Courts on substantially the same terms and conditions save and except for the variations in membership contemplated in Sections 4.04 and 4.07 of this Agreement, this Agreement will thereupon be terminated and none of the

Parties will be liable to any of the other Parties hereunder, except that the fees and disbursements of the members of the NCC will be paid in any event.

## **16.02 Termination of Agreement**

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

## **ARTICLE SEVENTEEN**

### **CEP PAYMENTS TO APPROVED PERSONAL REPRESENTATIVES**

#### **17.01 Compensation if Deceased on or after May 30, 2005**

If an Eligible CEP Recipient, dies or died on or after May 30, 2005 and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to his or her death or by his or her Personal Representative after his or her death and within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

#### **17.02 Deceased Cloud Class Members**

Notwithstanding Section 17.01, if an Eligible CEP Recipient who is a



member of a certified class in the Cloud Class Action died on or after October 5, 1996, and the CEP Application required under Article Five (5) has been submitted to the Trustee by his or her Personal Representative within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

### **17.03 Person Under Disability**

If an Eligible CEP Recipient is or becomes a Person Under Disability prior to receipt of a Common Experience Payment and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to becoming a Person Under Disability or by his or her Personal Representative after he or she becomes a Person Under Disability within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the Eligible CEP Recipient who has become a Person Under Disability would have been entitled if he or she had not become a Person Under Disability.

## **ARTICLE EIGHTEEN**

### **GENERAL**

#### **18.01 No Assignment**

No amount payable under this Agreement can be assigned and such assignment is null and void except as expressly provided for in this Agreement.

## **18.02 Compensation Inclusive**

For greater certainty, the amounts payable to Eligible IAP Claimants under this Agreement are inclusive of any prejudgment interest or other amounts that may be claimed by Eligible IAP Claimants.

## **18.03 Applicable Law**

This Agreement will be governed by the law of Ontario.

## **18.04 Dispute Resolution**

The parties agree that they will fully exhaust the dispute resolution mechanisms contemplated in this Agreement before making any application to the Courts for directions in respect of the implementation, administration or amendment of this Agreement or the implementation of the Approval Orders. Application to the Courts will be made with leave of the Courts, on notice to all affected parties, or otherwise in conformity with the terms of the Agreement.

## **18.05 Notices**

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to each member of the NCC or NAC as the case may be or to such other address, individual or electronic

communication number as a Party may from time to time advise by notice given pursuant to this Section. Any notice or other communication will be exclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if transmitted during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not so transmitted. The names and business addresses of the members of the NCC are attached as Schedule “S”.

#### **18.06 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

#### **18.07 Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, assigns, executors, administrators and successors of the Parties.

#### **18.08 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

### **18.09 Official Languages**

Canada will prepare a French translation of this Agreement for use at the Approval Hearings. Prior to Implementation Date, Canada will pay the costs of the preparation of an authoritative French version of this Agreement and

such cost shall include costs of review by a designate of the Parties. The authoritative French version shall be executed by the same Parties who executed this Agreement and, once executed, shall be of equal weight and force at law.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ON BEHALF OF HER MAJESTY THE  
QUEEN IN RIGHT OF CANADA

By: \_\_\_\_\_  
The Honourable Jim Prentice

THE FEDERAL REPRESENTATIVE

By: \_\_\_\_\_  
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: \_\_\_\_\_  
Phil Fontaine, National Chief

By: \_\_\_\_\_  
Kathleen Mahoney

INUVIALUIT REGIONAL CORPORATION

By: \_\_\_\_\_  
Hugo Prud'homme

NATIONAL CONSORTIUM

By: \_\_\_\_\_  
Craig Brown

COHEN HIGHLY LLP

By: \_\_\_\_\_  
Russell Raikes

THE UNITED CHURCH OF CANADA

By: \_\_\_\_\_  
Jim Sinclair-General Secretary

By: \_\_\_\_\_  
Cynthia Gunn-Legal/Judicial Counsel

NUNAVUT TUNNGAVIK INC.

By: \_\_\_\_\_  
Janice Payne

MAKIVIK CORPORATION

By: \_\_\_\_\_  
Gilles Gagne

MERCHANT LAW GROUP

By: \_\_\_\_\_  
E.F. Anthony Merchant, Q.C.

THE PRESBYTERIAN CHURCH IN CANADA

By: \_\_\_\_\_  
Stephen Kendall, Principal Clerk

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: \_\_\_\_\_  
Peter C.H. Blachford  
Treasurer, General Synod

SISTERS OF CHARITY, a body  
corporate also known as Sisters of  
Charity of St. Vincent de Paul, Halifax  
also known as Sisters of Charity of  
Halifax

By: \_\_\_\_\_  
Thomas McDonald

THE ROMAN CATHOLIC  
EPISCOPAL CORPORATION OF  
HALIFAX

By: \_\_\_\_\_  
Hugh Wright

LES SOEURS DE NOTRE DAME-  
AUXILIATRICE

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE ST. FRANCOIS  
D'ASSISE

By: \_\_\_\_\_  
Pierre L. Baribeau

INSITUT DES SOEURS DU BON  
CONSEIL

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE SAINT-JOSEPH DE  
SAINT-HYACINTHE (The Sisters of St.  
Joseph of St. Hyacinthe)

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION  
DE LA SAINTE VERGE

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION  
DE LA SAINT VIERGE DE  
L'ALBERTA

By: \_\_\_\_\_  
Pierre L. Baribeau

LES SOEURS DE LA CHARITÉ DE  
ST.-HYACINTHE

By: \_\_\_\_\_  
Pierre L. Baribeau

LES OEUVRES OBLATES DE  
L'ONTARIO

By: \_\_\_\_\_  
Pierre Champagne or Ron Caza

LES RÉSIDENCES OBLATES DU  
QUÉBEC

By: \_\_\_\_\_  
Pierre Champagne or Ron Caza

LA CORPORATION EPISCOPALE  
CATHOLIQUE ROMAINE DE LA  
BAIE JAMES (The Roman Catholic  
Episcopal Corporation of James Bay)  
THE CATHOLIC DIOCESE OF  
MOOSONEE

By: \_\_\_\_\_  
Pierre Champagne or Ron Caza

SOEURS GRISES DE  
MONTRÉAL/GREY NUNS OF  
MONTREAL

By: \_\_\_\_\_  
W. Roderick Donlevy or Michel  
Thibault

SISTERS OF CHARITY (GREY  
NUNS) OF ALBERTA

By: \_\_\_\_\_  
W. Roderick Donlevy or Michel  
Thibault

LES SOEURS DE LA CHARITÉ DES  
T.N.O.

By: \_\_\_\_\_  
W. Roderick Donlevy or Michel  
Thibault

HÔTEL-DIEU DE NICOLET (HDN)

By: \_\_\_\_\_  
W. Roderick Donlevy

THE GREY NUNS OF MANITOBA  
INC. – LES SOEURS GRISES DU  
MANITOBA INC.

By: \_\_\_\_\_  
W. Roderick Donlevy

LA CORPORATION EPISCOPAL  
CATHOLIQUE ROMAINE DE LA  
BAIE D’ HUDSON THE ROMAN  
CATHOLIC EPISCOPAL  
CORPORATION OF HUDSON’S  
BAY

By: \_\_\_\_\_  
Rheal Teffaine

MISSIONARY OBLATES–GRANDIN

By: \_\_\_\_\_  
Curtis Onishenko

LES OBLATS DE MARIE  
IMMACULÉE DU MANITOBA

By: \_\_\_\_\_  
Rheal Teffaine

THE ARCHIEPISCOPAL  
CORPORATION OF REGINA

By: \_\_\_\_\_  
Archbishop of Regina

THE SISTERS OF THE  
PRESENTATION

By: \_\_\_\_\_  
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF  
SAULT ST. MARIE

By: \_\_\_\_\_  
Charles Gibson

LES SOEURS DE LA CHARITÉ  
D’OTTAWA – SISTERS OF  
CHARITY OF OTTAWA

By: \_\_\_\_\_  
Pierre Champagne or Ron Caza

OBLATES OF MARY IMMACULATE-  
ST. PETER’S PROVINCE

By: \_\_\_\_\_  
Gilbert J.S. – Mason, OMI

By: \_\_\_\_\_  
Jan Rademaker, OMI

THE SISTERS OF SAINT ANN

By: \_\_\_\_\_  
Patrick J. Delsey Law  
Corporation



SISTERS OF INSTRUCTION OF THE  
CHILD JESUS

By: \_\_\_\_\_  
Violet Allard

THE BENEDICTINE SISTERS OF  
MT. ANGEL OREGON

By: \_\_\_\_\_  
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

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