

Court File No. 2024 01G CP 0064

**IN THE SUPREME COURT OF NEWFOUNDLAND AND  
LABRADOR, GENERAL DIVISION**

BETWEEN:

**INNU NATION INC., GREGORY RICH, MARIE MARTHA  
ANDREW, AND MAGDALINE BENUEN**Proposed Representative  
Plaintiffs

and

**ATTORNEY GENERAL OF CANADA**

First Defendant

and

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF  
NEWFOUNDLAND AND LABRADOR**

Second Defendant

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Brought under the *Class Actions Act*, SNL 2001, c C-18.1

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**AFFIDAVIT OF JEAN-PIERRE MORIN****AFFIRMED: SEPTEMBER 4, 2025**

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**ATTORNEY GENERAL OF CANADA**Department of Justice Canada  
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Counsel for the Defendant, the Attorney General of Canada

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**AFFIDAVIT OF JEAN-PIERRE MORIN**

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I, **JEAN-PIERRE MORIN**, of the city of Ottawa, in the Province of Ontario, AFFIRM:

1. I am a historian with a Master of Arts degree in History from the University of Ottawa. I am currently employed by Crown-Indigenous Relations and Northern Affairs Canada ("CIRNAC") as the Departmental Historian in the Strategic Research Unit of the Strategic Policy Directorate. I have been a historian at CIRNAC for the past 25 years and have been the Departmental Historian since 2008. I have also worked as an adjunct research professor in the Department of History at Carleton University in Ottawa, Ontario since 2015 where I have taught courses on Indigenous



history. A copy of my *curriculum vitae* is attached and marked as **Exhibit 1**.

2. Although housed in CIRNAC, the Strategic Research Unit provides historical research and analysis to both CIRNAC and Indigenous Services Canada (“ISC”) as a shared service. CIRNAC and ISC were formerly the same department, the Department of Indigenous Affairs and Northern Development (“DIAND”).
3. Since I began working for the Department, DIAND was formerly commonly known as Indian and Northern Affairs Canada (“INAC”) from 1993-2011, Aboriginal Affairs and Northern Development Canada (“AANDC”) from 2011-2015, and Indigenous and Northern Affairs Canada (“INAC”) from 2015-2019.
4. The Strategic Research Unit of the Strategic Policy Directorate (the “Unit”) is part of the Strategic Policy, Cabinet and Parliamentary Affairs Branch of the Policy and Strategic Direction Sector of CIRNAC. Among other things, the Unit is responsible for conducting historical research on the history of Crown-Indigenous relations, the history of federal policies and programs relating to Indigenous affairs, the history of treaty making, and various commemoration activities.
5. As the Departmental Historian, I have knowledge of the relevant historical facts pertaining to this proceeding.
6. In preparing for this affidavit, I have read portions of the Department of Justice file, including the:
  - a. The Amended Statement of Claim filed on March 13, 2025;
  - b. The Interlocutory Application for Class Certification, dated October 4, 2024;
  - c. Affidavit of Magdaline Benuen;
  - d. Affidavit of Marie Martha Andrew;
  - e. Affidavit of George Rich;
  - f. Affidavit of Gregory Rich;
  - g. Affidavit of Prote Poker;
  - h. Affidavit of Adrian Tanner;
  - i. Affidavit of Caitlin Urquhart; and

j. The proposed Plaintiffs' Supplementary Records dated December 20, 2024.

7. The name of the federal department responsible for the funding agreements between Canada and Newfoundland, or between Canada and the Innu that are part of the subject of this proposed class proceeding has changed over the course of time. For ease of reference and consistency, I shall use the current name, being the Indigenous Services Canada ("ISC"), going forward.
8. The names of the Innu communities in Labrador have changed over the course of the proposed class period. For the purposes of this affidavit, I will refer to the Innu Community as Sheshatshiu (also known as Sheshatshit and Sheshatshue). I will also refer to the Innu Community as Davis Inlet prior to December 11, 2003, and Natuashish after December 11, 2003.
9. The exhibits to this affidavit are copies of federal records collected either from Library and Archives Canada, or Crown Indigenous Relations and Northern Affairs Canada and Indigenous Services Canada departmental holdings, or copies of provincial documents from The Rooms Provincial Archives. Accession information providing details of the provenance of the document in each document repository is used for document retrieval purposes. Accession information is marked on the exhibits attached to my affidavit where available.

#### **Entry of Newfoundland and Labrador into Confederation, 1948-1950**

10. Newfoundland's formal "Terms of Union" with Canada were signed on December 11, 1948, and are attached as **Exhibit 2**. Under the Terms of Union, Newfoundland retained control over education like other Canadian provinces, but special language was used to protect the denominational system and ensure that Confederation did not reduce the role played by the churches in education. The Terms of Union provided that representatives of "Canada and Newfoundland should meet and settle the final terms and arrangements for the union of Newfoundland with Canada".
11. When Newfoundland officially joined the rest of Canada on March 31, 1949, the federal Cabinet deferred a decision regarding the responsibility



for the Innu of Labrador until after the election of a Provincial Legislature in Newfoundland. This decision is recorded in **Exhibit 3**.

### **Federal-Provincial Funding Arrangements 1954-1996**

12. Between 1954 and 1996, Canada and Newfoundland and Labrador entered into a series of funding agreements to support welfare, health, and education services for Innu communities in Labrador.
13. In 1954, Canada and Newfoundland and Labrador entered into a funding agreement by an exchange of letters. The letters are attached as **Exhibit 4 (a) – 4 (f)**. The 1954 agreement provided that the federal government would assume 100% of agreed capital expenditures on “Indian account in the fields of welfare, health and education”.
14. In 1965, another funding agreement was reached between Canada and Newfoundland and Labrador, again by the exchange of letters. These letters are attached as **Exhibits 5 (a) – 5 (d)**. The 1965 agreement provided that Canada would reimburse Newfoundland and Labrador for 90 percent of the province’s expenditures on the Innu. The 1965 agreement was to be re-negotiated every 5 years.
15. A Federal-Provincial Committee on Financial Assistance to Indians and Eskimos in Northern Labrador was responsible for approving expenditures under the 1965 agreement.
16. The 1965 agreement was renewed for an additional 5 years in April 1970, as described in **Exhibits 6 (a) – 6 (c)**. The terms of the 1970 agreement and the funding formula were not adjusted.
17. As of November 28, 1973, representatives for the Innu Communities and affiliated associations, initially the Native Association of Newfoundland and Labrador and later the Naskapi Montagnais Innu Association, began to attend the Federal-Provincial Committee meetings. Select minutes of meetings are attached as **Exhibits 7 (a) – 7 (d)**.
18. The Federal-Provincial Agreement was extended for a further 5 years in 1975 and also subject to amendments. The amendments included allowing federal funds to be provided as an “advance,” rather than a



“reimbursement,” and an increase in the maximum annual federal contribution to a maximum of \$4.5 million. Representatives of Canada and Newfoundland and Labrador agreed that the agreement could be handled through a Treasury Board Submission, as described in **Exhibit 8 (a)**. The Treasury Board Submission describing the terms of the extension is attached as **Exhibit 8 (b)**.

19. In July 1981, a new 5-year Canada-Newfoundland-Native Peoples of Labrador Agreement was signed and is attached as **Exhibit 9**. The federal-provincial cost sharing formula under the new agreement was unchanged from the earlier exchange of letters arrangement, though more stringent planning and reporting obligations were implemented. These more stringent requirements extended to school boards, that controlled and managed the schools in the eligible communities, which included Davis Inlet and Sheshatshiu, but had to submit and defend their budget requests and expenditures for review and approval.
20. The 1981 agreement also provided for the involvement of the Naskapi Montagnais Innu Association (NMIA) in the planning, development, delivery and review of programs designed to support them in achieving their cultural, social and economic goals.
21. The NMIA and members of the Band Councils for Sheshatshiu and Davis Inlet continued to participate in the coordinating committee meetings throughout the term of the 1981 agreement, as described in the minutes of the coordinating committee attached as **Exhibits 10 (a) – 10 (c)**.
22. Upon the expiry of the Canada-Newfoundland-Native Peoples of Labrador Agreement in 1986, it was replaced by two separate 2-year interim contribution agreements: one relating to the Inuit and the other to the Innu communities of Sheshatshiu and Davis Inlet. The 1986 Innu Agreement is attached as **Exhibit 11**.
23. Under the 1986 agreement, the administration, operation and delivery of provincial programs, including education, was to remain the responsibility of the Province. Canada would contribute up to \$2,499,620.00 per fiscal year to the Province for two fiscal years. Meanwhile, the Province would contribute a minimum of \$277,735.00 under the same conditions. A total of \$421,000.00 from the federal contribution was to be transferred to the provincial Department of Education.

24. The 1986 agreement also provided for the involvement of the Chief of Sheshatshue, the Chief of Davis Inlet, and the NMIA in decision making about changes to budgetary allocations under the 1986 Agreement. Their involvement is recorded in select meeting minutes attached as **Exhibit 12**.
25. The 1986 agreement was amended in 1988. The purpose of the amended agreement was to provide funding by Canada and Newfoundland for the delivery of provincial and community services and programs for the benefit of the Innu of Labrador in Sheshatshiu and Davis Inlet, and to provide for expenditures incurred by the NMIA and the communities of Sheshatshiu and Davis Inlet in the planning, consultation and negotiation of a long-term agreement. The amended agreement is attached as **Exhibit 13 (a)**. Annex 1 to the amended agreement is attached as **Exhibit 13 (b)**.
26. A new agreement, attached as **Exhibit 14**, was signed in July 1989. Under the 1989 agreement, Canada was to contribute to the Province an amount of \$2,938,535.00 per fiscal year for two fiscal years. Meanwhile, the Province would contribute a maximum amount equivalent to a value of \$330,295.00 per fiscal year for two fiscal years. The federal funding was to be split between the communities with Sheshatshiu receiving 63% and Davis Inlet receiving 37%. A portion of the federal funding was to cover education costs related to Innu Language, Innu teachers, curriculum development, etc.
27. Under the 1989 agreement, funding allocation was based on proposals and budgets submitted by the communities of Davis Inlet and Sheshatshiu, and the results of negotiations between representatives of the two communities, the NMIA, Canada and Newfoundland. The 1991 Agreement provided for the establishment of a management committee consisting of representatives of Sheshatshiu and Davis Inlet, Canada, and Newfoundland.
28. A new 5-year agreement was entered into in December 1991. An unsigned copy of the 1991 agreement is attached as **Exhibit 15**. The 1991 agreement was cost-shared on a 90 percent federal, 10 percent provincial funding basis. That amount approved was approximately \$19,500,000.00 for five years.



29. One of the objectives of the 1991 agreement was to supplement educational services to the Innu Communities. Funding allocation was based on proposals and budgets submitted by the communities of Davis Inlet and Sheshatshiu, and the results of negotiations between representatives of the two communities, Canada and the Province. The 1991 agreement provided for the establishment of a management committee consisting of representatives of Sheshatshiu and Davis Inlet, Canada, and the Province. Select minutes of the management committee meetings are attached as **Exhibits 16 (a) and 16 (b)**.
30. Another agreement was entered into in 1996 and is attached as **Exhibit 17**. As with the 1991 agreement, one of the objectives of the the1996 agreement was to supplement the educational services to the Innu Communities. The 1996 agreement as provided for the establishment of a management committee consisting of representatives of Sheshatshiu and Davis Inlet, Canada, and Newfoundland. Select minutes of the Management Committee are attached as **Exhibits 18 (a) – 18 (b)**.

#### **Devolution of Education to the Innu Communities 1997-2009**

31. On March 19, 1997, the Privy Council of Canada, via Order in Council P.C. 1997-7/415, authorized Ministers of the Crown to consider the Innu of Sheshatshiu and Davis Inlet as if they were status Indians on reserve land, for the purpose of providing them with programs and services. The Order in Council is attached as **Exhibit 19**.
32. After the Order in Council, the Federal Cown, represented by the Minister of Indian Affairs and Northern Development, entered into various bilateral funding agreements with the Innu communities including funding for education-related programming. These funding agreements are attached as Exhibits **20-23**.
33. Throughout the devolution process and until the creation of the two reserves at Natuashish and Sheshatshiu, the Province continued to deliver education services through the Labrador School Board, which assumed operation of schools in Sheshatshiu and Davis Inlet schools pursuant to the *Schools Act, 1997*.



34. After reserve creation, the federal government assumed full financial responsibility for programs and services to the two communities. Through Comprehensive Funding Arrangements, Canada agreed to reimburse the Province 100% of the costs incurred in administration and delivery of education programs and services. A copy of the funding arrangements between Canada and the Province are attached as **Exhibit 24-26**.

*The Labrador Innu Comprehensive Healing Strategy (LICHs)*

35. In November 1999, leadership from Sheshatshiu Innu and Mushuau Innu called on assistance from the federal and provincial governments to provide their communities with help to address a crisis of substance abuse and suicide occurring among children and youth. This led to a series of commitments, formalized in an Agreement in Principle on November 24, 1999, attached as **Exhibit 27**.
36. These commitments, and others, laid the foundation for the Labrador Innu Comprehensive Healing Strategy (LICHs) initiated in the fall of 2000 as a long-term strategy designed to improve health and social outcomes in both communities.
37. Canada initially committed \$81.3 million from 2001/02 to 2003/04 for the LICHs, followed by one year bridge funding of \$20.5 million in 2004/05. In 2005, the LICHs was extended for an additional 5 years and \$102.5 million from 2005-06 to 2009-10 was provided to Indian and Northern Affairs Canada and Health Canada. Alongside LICHs funding, A-base funding continued to be provided to the two Innu communities for First Nations Band administration and infrastructure, as well as for direct services related to health, education and social programs. Briefing materials describing the LICHs are attached as **Exhibit 28**.

*Devolution*

38. As a component of the Labrador Innu Comprehensive Healing Strategy, a series of tripartite initiatives were undertaken between 2002 and 2009 to improve educational outcomes for students in Sheshatshiu and Davis Inlet/Natuashish, and to transition control of education to the Innu communities.

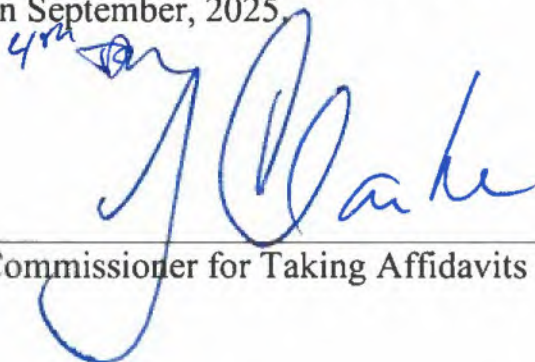
39. The education services component of the LICHs led to the formation of the Education Working Group and the development of the Education Work Plan, see attached **Exhibit 29**. As part of its work, the Education Working Group proposed the creation of an independent Advisory and Monitoring Group, comprised of membership from the Innu Nation, Province, and Canada, to help facilitate the transition of education to Innu control.
40. From 2002-2004 the Education Working Group met on a regular basis to develop a work plan toward Innu control over education services in their respective communities. The Innu Education Transition Plan is attached as **Exhibit 30**. Through the LICHs and its education services components, Dr. David Philpott and a team from Memorial University of Newfoundland were commissioned to undertake an assessment of the educational needs of the Innu school-aged population. The 2004 Philpott Report is attached as **Exhibit 31**.
41. In January of 2005, and at the request of the Main Table, an Education Steering Committee was established as a means through which Sheshatshiu Innu First Nation ("SIFN"), Mushuau Innu First Nation ("MIFN"), the Government of Newfoundland and Labrador and the Department of Indian and Northern Affairs could provide input to Dr. Philpott and his team. The Education Steering Committee was also intended to become the body to oversee education and capacity building development through the transition phase toward Innu control over education in their communities. The Terms of Reference for the Education Steering Committee are attached as **Exhibit 32**.
42. Following the 2004 Philpott Report, Dr. Philpott and his team provided 61 recommendations in June 2005 to the Education Steering Committee based upon the findings of the 2004 report. The recommendations are attached as **Exhibit 33**. Dr. Philpott and his team presented their final report in December 2005, which summarized the findings of the two previous reports and compiled a listing of programs and models of devolution that were successfully developed and implemented by other First Nations. The December 2005 report is attached as **Exhibit 34**.
43. The Education Steering Committee commissioned the development of an implementation plan in response to the Philpott Report(s). This implementation plan, finalized in October 2006, is attached as **Exhibit 35**. The implementation plan was received and reviewed by the Education



Steering Committee and endorsed by SIFN and MIFN in January/February 2007. The Band Council Resolutions showing the SIFN and MIFN's endorsement are attached as **Exhibit 36** and **Exhibit 37**.

44. In 2007, the Innu Education Joint Transition Authority was established to implement the Innu Education Implementation Plan, replacing the Education Standing Committee. The Terms of Reference for the authorities are attached as **Exhibit 38**. The Joint Transition Authority was directed to develop a Critical Path towards devolution of the Innu Schools to the communities by September 2009. The critical path is attached as **Exhibit 39**.
45. The Innu Education Board, known as Mamu Tshishkutamashutau, was established in November 2008 and endorsed by the First Nations in August 2009. The Band Council Resolution of the Mushuau Innu First Nation describing this endorsement is attached as **Exhibit 40** and that of the Sheshatshiu Innu First Nation is attached as **Exhibit 41**. Effective September 1, 2009, Mamu Tshishkutamashutau took over responsibility for elementary and secondary programs in Sheshatshiu and Natuashish.
46. I make this affidavit bona fide and for no improper purpose.

AFFIRMED before me at the City of  
Ottawa in the Province of Ontario  
on September, 2025.

  
Commissioner for Taking Affidavits

  
Jean-Pierre Morin

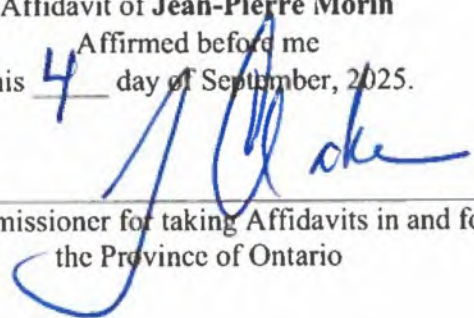
Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



2024 01G CP 0064

This is **Exhibit 1** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

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## Academic Background

- |           |  |
|-----------|--|
| 1998-1999 | University of Ottawa, Department of History<br>Master's of Arts, History |
| 1997-1998 | Université de Caen Basse-Normandie, Caen, France<br>Licence en histoire  |
| 1993-1997 | University of Ottawa, Department of History<br>Bachelor of Arts, History |

## Work Experience

- 2000-present **Departmental Historian/Head of Strategic Research**  
 Crown-Indigenous Relations and Northern Affairs Canada  
 Indigenous Services Canada

**Policy Development:** Responsible for providing strategic policy advice to senior management; preparing briefing materials and policy documents for senior management and the Minister; leading the drafting of Memoranda to Cabinet, Treasury Board submissions and Orders in Council; leading and organising intra and interdepartmental consultations; provide advice and direction to other government departments and agencies on issues relating to Indigenous peoples and/or federal policies; working with Communications Branch to develop appropriate communications and media strategies.

**Research:** Responsible for planning, leading and conducting strategic policy and historical research; preparing reports into specific questions regarding the History of Indigenous Affairs and Treaty-Making in Canada; addressing all departmental inquiries on pre-1975 Treaties and the history of Indigenous and Northern Affairs; creating public awareness materials and content for departmental website; managing a research team; managing a research budget and contractors; developing long term research plans and yearly work plans; creation and management of a resource centre;

**Awareness:** Responsible for the development of Learning and Development training series to link historical awareness and policy and program development; developing and presenting contextual presentations on Indigenous issues to Other Government Departments, provinces and third party stakeholders; developing and drafting issues sheets providing historical context for contemporary issues; developing and drafting web content relating to history of Indigenous people for National Indigenous History Month.

**Commemorations:** Responsible for providing strategic advice to senior management regarding Government of Canada and departmental

commemoration activities; developing and implementing multi-year commemoration plans; undertaking consultations with Indigenous stakeholders; organising national commemoration events; working with Indigenous groups as well as federal partners, departments and agencies; managing a grants and contributions for Indigenous partners; designing and drafting commemoration exhibits and public awareness materials; working with Communications Branch to develop departmental and government-wide communications materials and media lines.

2015-present **Public Servant-in-Residence / Adjunct Research Professor**  
Department of History, Carleton University

Teaching: Responsible for the creation and presentation of undergraduate and graduate courses in Indigenous history in Canada, Canadian political history and Public History. Undergraduate courses were a blend of lecture and in-class discussion seeking to enhance learning through direct discussion of original sources as well as examination of case studies. Graduate courses focused on the practical application of historical research methods and analysis to policy making within a Public History context.

Policy Research: Responsible for the development of a research paper on the application of historical methodology and analysis for the enhancement of government policy making processes.

Academic Research: Contributed article assessing the bicentennial commemoration of the birth of Sir John A. Macdonald to be published in a collected volume on commemoration practices (*Commemoration: The American Association of State and Local History Guide* 2017). Wrote *Solemn Words and Foundational Documents: An Annotated Discussion of Indigenous-Crown Treaties in Canada, 1752-1923* published University of Toronto Press as a reader for senior undergraduate/graduate level students on the interpretations of Indigenous treaties in Canada.

1999-2000 **Parliamentary and Briefing Officer**  
Department of Indian Affairs and Northern Development  
Parliamentary Relations and Briefing Unit

1997 **Historical Research Assistant**  
Department of National Defence  
Directorate of History and Heritage

1996 **Historical Research Assistant**  
Parks Canada  
National Historic Sites, Historical Services Branch

1996 **Litigation Research Assistant**  
Department of Indian and Northern Affairs  
Litigation Support Division

1995 **Historical Research Assistant**  
Parks Canada



## National Historic Sites, Historical Services Branch

**Awards and Recognitions**

2025	King Charles Coronation Medal for excellence in the Public Service
2016	Certificate in University Teaching, Educational Development Centre, Carleton University
2013	Deputy Minister's Award for Collaboration and Partnership: Commemoration of the War of 1812
2012	Departmental Award: Crown-First Nations Gathering Team
2011	Departmental Award: Renewal of Treaty Commissions Memorandum to Cabinet
2010	Deputy Minister's Award for Contributions to Continuing Education: History of Indian Affairs learning series

**Professional Organisations**

2009-present	Member, National Council on Public History
2009-present	Member, Canadian Historical Association
2010-2017	Member of Board of Directors, National Council on Public History
2011-2015	Vice-Chair, International Federation of Public History
2009-2010	Chair, Public History Working Group, Canadian Historical Association

**Courses Taught:**

HIST 2303:	Pre-Confederation Canadian Political History (2 <sup>nd</sup> year course)
HIST 3511:	Themes in Indigenous History: Treaty-Making in Canada (3 <sup>rd</sup> year course)
HIST 3511:	Themes in Indigenous History: History of Inuit in Canada (3 <sup>rd</sup> year course)
HIST 5909/5702/5316:	Public History Special Topics: History and Public Policy (Graduate course)
HIST 5702:	Public History Special Topics: Politics of Commemoration (Graduate course)

**Conferences and Presentations**

2023	"Record of Colonialism: Evolution of Indian Affairs Record Keeping", conference presentation at the Indigenous History and Heritage Gathering, June, 2023.
2023	"Historical Evolution of Government Record Keeping: Indian Affairs", conference presentation at the National Gathering on Unmarked Burials: Affirming Indigenous Data Sovereignty and Community Control over Knowledge and Information, January 2023.
2022	"Considering the Revolution: The Identities Created by the American Revolutionary War", conference presentation at the National Council on Public History virtual Annual Meeting, May 2022.
2021	"Working in Government: Creative Solutions to Political Constraints", conference presentation at the National Council on Public History virtual Annual Meeting, March 2021.
2021	"Historians and Indigenous Rights: The Role of Expert Witness Historians in Litigation Involving Indigenous Land, Water, and Treaty Rights in the US and

- Canada”, conference presentation at the National Council on Public History virtual Annual Meeting, March 2021.
- 2018 “So you want to be a Government Historian?”, conference workshop at the National Council on Public History Annual Meeting, April 2018, Las Vegas, Nevada.
- 2018 “Sharing the Power: The Role of Public History in Reconciling Indigenous-Settler Narratives”, conference presentation at the National Council on Public History Annual Meeting, April 2018, Las Vegas, Nevada.
- 2017 “Historians in Government: Careers Serving Policymakers and the Public”, conference presentation at the National Council on Public History Annual Meeting, April 2017, Indianapolis, Indiana.
- 2017 “Relationships for Reconciliation: Historical Relationships in the Process of Reconciliation”, presentation to the Ottawa Historical Association, February 2017, Ottawa, Ontario.
- 2017 “Historians in the Policy Arena: Bringing the Past in Dialogue with the Present”, conference presentation at the American Historical Association Annual Meeting, January 2017, Denver, Colorado.
- 2016 “Putting History to Work”, conference presentation at the Canadian Historical Association Annual Meeting, May 2016, Calgary, Alberta.
- 2016 “The Judge and the Historian”, conference presentation at the National Council on Public History Annual Meeting, March 2016, Baltimore, Maryland.
- 2015 “Government, Public Policy and Active History”, conference presentation at the ActiveHistory.ca conference *New Directions in Active History: Institutions, Communication and Technologies*, October 2015, Huron University College, London, Ontario.
- 2015 “Making Public History”, conference presentation at the Canadian Historical Association Annual Meeting, June 2015, Ottawa, Ontario.
- 2015 “Who Speaks for Us? Government Historians and the NCPH”, conference presentation at the National Council on Public History Annual Meeting, April 2015, Nashville, Tennessee.
- 2014 “The State of Indigenous Public History: Maintaining a Compatible Approach in a Rapidly Changing Field”, conference presentation at the National Council on Public History Annual Meeting, March 2014, Monterey, California.
- 2014 “Public History in the Public Service: The Evolving Role of History in Canadian Public Service”, conference presentation at the American Historical Association Annual Meeting, January 2014, Washington, D.C.

- 2013 "Cross-Border Shopping: The Bicentennial of the War of 1812 in Canada and the United States", conference presentation at the National Council on Public History Annual Meeting, April 2013, Ottawa, Ontario.
- 2013 Program co-chair, "Knowing your Public(s)", National Council on Public History Annual Meeting, April 2013, Ottawa, Ontario.
- 2010 "Establishing an International Public History Community", conference presentation at the National Council on Public History Annual Meeting, March, 2010, Portland, Oregon.
- 2009 "Concepts of Extinguishment in Upper Canada Land Surrender Treaties, 1764-1862", conference presentation at the Aboriginal Policy Research Conference, March 2009, Ottawa, Ontario.
- 2006 "Perceptions of Implementation: Treaty Signatories Views of Treaty Implementation", conference presentation at the Aboriginal Policy Research Conference, March 2006, Ottawa, Ontario.
- 2005 "A Question of Protection: The Link between Historic Treaties and Indian Legislation, 1701-1951", conference presentation at the Canadian History Association Annual General Meeting, May 2005, London, Ontario
- 2005 "Peace, Order and Good Government: Indian Treaties and Canadian Nation Building", conference presentation at the University of Edinburgh Centre for Canadian Studies, "First Nations, First Thoughts", May 2005, Edinburgh, Scotland.
- 2003 "Les traités historiques au Canada/Historic Treaties in Canada" - presentation during National Aboriginal Awareness Week, May 21, 2003, Hull, Québec
- 2002 "A Line in the Sand: Treaties and Aboriginal Land Usage in the Cypress Hills", conference presentation at the Canadian History Association Annual General Meeting, May 2003, Toronto, Ontario

## **Publications**

### Books:

*Solemn Words and Foundational Documents: An Annotated Discussion of Indigenous-Crown Treaties in Canada, 1752-1923*, Toronto: University of Toronto Press, 2018.

*Aboriginal Policy Research, vol VII: A History of Treaties and Policies*, Jean-Pierre Morin, Erik Anderson, Dan Beavon and Jerry P. White, eds., Toronto: Thompson Books, 2010.

### Academic Articles and Chapters:

"Sir John A. Macdonald and the Problem of Great Men", in *Commemoration: The American Association of State and Local History Guide*, Seth Bruggeman, ed., Lanham: Rowan and Littlefield Publishers, 2017.



“Trattare la storia e la politica: il ruolo della Public History nello sviluppo della politica dei trattati in Canada” in “Public History: Pratiche nazionali e identità globale”, *Memoria e Ricerca*, no 37, 2011.

“Concepts of Extinguishment in Upper Canada Land Surrender Treaties, 1764-1862”, *Aboriginal Policy Research, vol VII: A History of Treaties and Policies*, Jean-Pierre Morin, Erik Anderson, Dan Beavon and Jerry P. White, eds., Toronto: Thompson Books, 2010.

“Perceptions of Implementation: Treaty Signatory Views of Treaty Implementation” conference proceedings of the Aboriginal Policy Research Conference, *Aboriginal Policy Research: Moving Forward, Making a Difference*, Toronto: Thompson Books, 2007.

“Peace, Order and Good Government: Indian Treaties and Canadian Nation Building”, *First Nations, First Thoughts*, University of Edinburgh Centre for Canadian Studies, Edinburgh, Scotland, 2005. [http://www.cst.ed.ac.uk/2005conference/papers/Morin\\_paper.pdf](http://www.cst.ed.ac.uk/2005conference/papers/Morin_paper.pdf)

“The Evolution of the Treaty Relationship”, *Hidden in Plain Sight: Contributions of Aboriginal Peoples to Canadian Identity and Culture*, Toronto, University of Toronto Press, 2003.

“Empty Hills: Aboriginal Land Usage and the Cypress Hills Problem, 1874-1883”, *Saskatchewan History*, vol 55, no 1, Spring 2003.

#### Academic Blog Posts:

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“Treaty-Making in Canada”, Acts, Agreements and Land Claims, Aboriginal Affairs and Northern Development Canada, 2013.

<http://www.aadnc-aandc.gc.ca/eng/1100100028574/1100100028578>

“Canadian Arctic Expedition: 1913-1918”, Canada’s Northern Strategy. 2013,

<http://www.northernstrategy.gc.ca/sov/cae-eng.asp>

“250<sup>th</sup> Anniversary of the Royal Proclamation of 1763”, Arts, Culture and Heritage, Aboriginal Affairs and Northern Development Canada, 2013.

<http://www.aadnc-aandc.gc.ca/eng/1370355181092/1370355203645>

“Aboriginal Contributions to the War of 1812”, Arts, Culture and Heritage, Aboriginal Affairs and Northern Development Canada, 2012.

<http://www.aadnc-aandc.gc.ca/eng/1338906261900/1338906300039>

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“A History of Treaty-Making in Canada”, Aboriginal People and Communities, Aboriginal Affairs and Northern Development Canada, 2011. <http://www.aadnc-aandc.gc.ca/eng/1314977704533>

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“A History of Indian Affairs and Northern Development Canada”, Aboriginal People and Communities, Aboriginal Affairs and Northern Development, 2011. <http://www.aadnc-aandc.gc.ca/eng/1314977281262>

#### Exhibits:

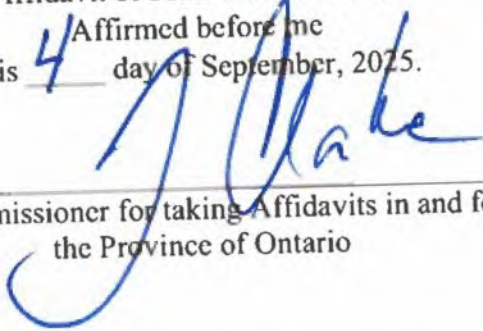
“Aboriginal Contributions to the War of 1812” (exhibit), Curator, Aboriginal Affairs and Northern Development Canada, October 2012.



2024 01G CP 0064

This is **Exhibit 2** referred to in the  
Affidavit of **Jean-Pierre Morin**

this 4 Affirmed before me  
day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



MEMORANDUM

OFFICE OF THE DEPUTY MINISTER

DATE January 7

File

971

Mr. Wright

For your information.

484 M.V.K. Wylie

TERMS OF UNION  
OF  
NEWFOUNDLAND WITH CANADA

NFS-00047



MEMORANDUM OF AGREEMENT ENTERED INTO ON THE  
ELEVENTH DAY OF DECEMBER, 1948, BETWEEN  
CANADA AND NEWFOUNDLAND.

WHEREAS a delegation appointed from its members by the National Convention of Newfoundland, a body elected by the people of Newfoundland, consulted in 1947 with the Government of Canada to ascertain what fair and equitable basis might exist for the union of Newfoundland with Canada;

WHEREAS, following discussions with the delegation, the Government of Canada sent to His Excellency the Governor of Newfoundland for submission to the National Convention a statement of terms which the Government of Canada would be prepared to recommend to the Parliament of Canada as a fair and equitable basis for union, should the people of Newfoundland desire to enter into confederation;

WHEREAS the proposed terms were debated in the National Convention in Newfoundland and were before the people of Newfoundland when, by a majority at a referendum held on the twenty-second day of July, 1948, they expressed their desire to enter into confederation with Canada;

WHEREAS the Governments of the United Kingdom, Canada and Newfoundland agreed after the referendum that representatives of Canada and Newfoundland should meet and settle the final terms and arrangements for the union of Newfoundland with Canada;

AND WHEREAS authorized representatives of Canada and authorized representatives of Newfoundland have settled the terms hereinafter set forth as the Terms of Union of Newfoundland with Canada;

It is therefore agreed as follows:



## TERMS OF UNION

### UNION

1. On, from, and after the coming into force of these Terms (hereinafter referred to as the date of Union), Newfoundland shall form part of Canada and shall be a province thereof to be called and known as the Province of Newfoundland.

2. The Province of Newfoundland shall comprise the same territory as at the date of Union, that is to say, the island of Newfoundland and the islands adjacent thereto, the Coast of Labrador as delimited in the report delivered by the Judicial Committee of His Majesty's Privy Council on the first day of March, 1927, and approved by His Majesty in His Privy Council on the twenty-second day of March, 1927, and the islands adjacent to the said Coast of Labrador.

### APPLICATION OF THE BRITISH NORTH AMERICA ACTS

3. The British North America Acts, 1867 to 1946, shall apply to the Province of Newfoundland in the same way and to the like extent as they apply to the provinces heretofore comprised in Canada, as if the Province of Newfoundland had been one of the provinces originally united, except insofar as varied by these Terms and except such provisions as are in terms made or by reasonable intendment may be held to be specially applicable to or only to affect one or more and not all of the provinces originally united.

### REPRESENTATION IN PARLIAMENT

4. The Province of Newfoundland shall be entitled to be represented in the Senate by six members, and in the House of Commons by seven members out of a total membership of two hundred and sixty-two.

5. Representation in the Senate and in the House of Commons shall from time to time be altered or readjusted in accordance with the British North America Acts, 1867 to 1946.





6. (1) Until the Parliament of Canada otherwise provides, the Province of Newfoundland shall for the purposes of the election of members to serve in the House of Commons, be divided into the electoral divisions named and delimited in the Schedule to these Terms, and each such division shall be entitled to return one member.

(2) For the first election of members to serve in the House of Commons, if held otherwise than as part of a general election, the Governor General in Council may cause writs to be issued and may fix the day upon which the polls shall be held, and, subject to the foregoing, the laws of Canada relating to by-elections shall apply to an election held pursuant to any writ issued under this Term.

(3) The Chief Electoral Officer shall have authority to adapt the provisions of The Dominion Elections Act, 1938, to conditions existing in the Province of Newfoundland so as to conduct effectually the first election of members to serve in the House of Commons.

#### PROVINCIAL CONSTITUTION

7. The Constitution of Newfoundland as it existed immediately prior to the sixteenth day of February, 1934, is revived at the date of Union and shall, subject to these Terms and the British North America Acts, 1867 to 1946, continue as the Constitution of the Province of Newfoundland from and after the date of Union, until altered under the authority of the said Acts.

#### *Executive*

8. (1) For the Province of Newfoundland there shall be an officer styled the Lieutenant-Governor, appointed by the Governor General in Council by instrument under the Great Seal of Canada.

(2) Pending the first appointment of a Lieutenant-Governor for the Province of Newfoundland and the assumption of his duties as such, the Chief Justice, or if the office of Chief Justice is vacant, the senior judge, of the Supreme Court of Newfoundland, shall execute the office and functions of Lieutenant-Governor under his oath of office as such Chief Justice or senior judge.



9. The Constitution of the Executive Authority of Newfoundland as it existed immediately prior to the sixteenth day of February, 1934, shall, subject to these Terms and the British North America Acts, 1867 to 1946, continue as the Constitution of the Executive Authority of the Province of Newfoundland from and after the date of Union, until altered under the authority of the said Acts.

10. The Lieutenant-Governor in Council shall as soon as may be after the date of Union adopt and provide a Great Seal of the Province of Newfoundland and may from time to time change such seal.

11. All powers, authorities, and functions that under any statute were at or immediately prior to the date of Union vested in or exercisable by the Governor of Newfoundland, individually, or in Council, or in Commission,

- (a) as far as they are capable of being exercised after the date of Union in relation to the Government of Canada, shall be vested in and shall or may be exercised by the Governor General, with the advice, or with the advice and consent, or in conjunction with, the King's Privy Council for Canada or any member or members thereof, or by the Governor General individually, as the case requires, subject nevertheless to be abolished or altered by the Parliament of Canada under the authority of the British North America Acts, 1867 to 1946; and
- (b) as far as they are capable of being exercised after the date of Union in relation to the Government of the Province of Newfoundland, shall be vested in and shall or may be exercised by the Lieutenant-Governor of the Province of Newfoundland, with the advice, or with the advice and consent, or in conjunction with, the Executive Council of the Province of Newfoundland or any member or members thereof, or by the Lieutenant-Governor individually, as the case requires, subject nevertheless to be abolished or altered



by the Legislature of the Province of Newfoundland under the authority of the British North America Acts, 1867 to 1946.

12. Until the Parliament of Canada otherwise provides, the powers, authorities, and functions vested in or imposed on any member of the Commission of Government of Newfoundland, as such member or as a Commissioner charged with the administration of a Department of the Government of Newfoundland, at or immediately prior to the date of Union in relation to matters other than those coming within the classes of subjects by the British North America Acts, 1867 to 1946, assigned exclusively to the Legislature of a province, shall in the Province of Newfoundland be vested in or imposed on such person or persons as the Governor General in Council may appoint or designate.

13. Until the Legislature of the Province of Newfoundland otherwise provides, the powers, authorities, and functions vested in or imposed on any member of the Commission of Government of Newfoundland, as such member or as a Commissioner charged with the administration of a Department of the Government of Newfoundland, at or immediately prior to the date of Union in relation to matters coming within the classes of subjects by the British North America Acts, 1867 to 1946, assigned exclusively to the Legislature of a province, shall in the Province of Newfoundland be vested in or imposed on such person or persons as the Lieutenant-Governor in Council may appoint or designate.

#### *Legislature*

14. (1) Subject to paragraph two of this Term, the Constitution of the Legislature of Newfoundland as it existed immediately prior to the sixteenth day of February, 1934, shall, subject to these Terms and the British North America Acts, 1867 to 1946, continue as the Constitution of the Legislature of the Province of Newfoundland from and after the date of Union, until altered under the authority of the said Acts.

(2) The Constitution of the Legislature of Newfoundland insofar as it relates to the Legislative Council shall not continue, but the Legislature of the





Province of Newfoundland may at any time re-establish the Legislative Council or establish a new Legislative Council.

15. (1) Until the Legislature of the Province of Newfoundland otherwise provides, the powers, authorities, and functions vested in or imposed on a Minister or other public officer or functionary under any statute of Newfoundland relating to the Constitution of the Legislature of Newfoundland as it existed immediately prior to the sixteenth day of February, 1934, shall, subject to these Terms and the British North America Acts, 1867 to 1946, be vested in or imposed on such person or persons as the Lieutenant-Governor in Council may appoint or designate.

(2) Until the Legislature of the Province of Newfoundland otherwise provides,

- (a) the list of electors prepared pursuant to The List of Electors Act, 1947, shall be deemed to be the list of electors for the purposes of The Election Act, 1913, subject to the provisions of The Election Act, 1913, respecting supplementary lists of electors;
- (b) the franchise shall be extended to female British subjects who have attained the full age of twenty-one years and are otherwise qualified as electors;
- (c) the Coast of Labrador together with the islands adjacent thereto shall constitute an additional electoral district to be known as Labrador and to be represented by one member, and residents of the said district who are otherwise qualified as electors shall be entitled to vote; and
- (d) the Lieutenant-Governor in Council may by proclamation defer any election in the electoral district of Labrador for such period as may be specified in the proclamation.

16. The Legislature of the Province of Newfoundland shall be called together not later than four months after the date of Union.



## EDUCATION

17. In lieu of section ninety-three of the British North America Act, 1867, the following Term shall apply in respect of the Province of Newfoundland:

In and for the Province of Newfoundland the Legislature shall have exclusive authority to make laws in relation to education, but the Legislature will not have authority to make laws prejudicially affecting any right or privilege with respect to denominational schools, common (amalgamated) schools, or denominational colleges, that any class or classes of persons have by law in Newfoundland at the date of Union, and out of public funds of the Province of Newfoundland provided for education,

- (a) all such schools shall receive their share of such funds in accordance with scales determined on a non-discriminatory basis from time to time by the Legislature for all schools then being conducted under authority of the Legislature; and
- (b) all such colleges shall receive their share of any grant from time to time voted for all colleges then being conducted under authority of the Legislature, such grant being distributed on a non-discriminatory basis.

## CONTINUATION OF LAWS

*General*

18. (1) Subject to these Terms, all laws in force in Newfoundland at or immediately prior to the date of Union shall continue therein as if the Union had not been made, subject nevertheless to be repealed, abolished, or altered by the Parliament of Canada or by the Legislature of the Province of Newfoundland according to the authority of the Parliament or of the Legislature under the British North America Acts, 1867 to 1946, and all orders, rules, and regulations made under any such laws shall likewise continue, subject to be revoked or amended by the body or person that made such orders, rules, or regulations or the body or person that has power to make such orders, rules, or regulations after the date of Union, according to

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their respective authority under the British North America Acts, 1867 to 1946.

(2) Statutes of the Parliament of Canada in force at the date of Union, or any part thereof, shall come into force in the Province of Newfoundland on a day or days to be fixed by Act of the Parliament of Canada or by proclamation of the Governor General in Council issued from time to time, and any such proclamation may provide for the repeal of any of the laws of Newfoundland that

- (a) are of general application;
- (b) relate to the same subject matter as the statute or part thereof so proclaimed; and
- (c) could be repealed by the Parliament of Canada under paragraph one of this Term.

(3) Notwithstanding anything in these Terms, the Parliament of Canada may with the consent of the Legislature of the Province of Newfoundland repeal any law in force in Newfoundland at the date of Union.

(4) Except as otherwise provided by these Terms, all courts of civil and criminal jurisdiction and all legal commissions, powers, authorities, and functions, and all officers and functionaries, judicial, administrative, and ministerial, existing in Newfoundland at or immediately prior to the date of Union, shall continue in the Province of Newfoundland as if the Union had not been made, until altered, abolished, revoked, terminated, or dismissed by the appropriate authority under the British North America Acts, 1867 to 1946.

#### *Supply*

19. Any statute of Newfoundland enacted prior to the date of Union for granting to His Majesty sums of money for defraying expenses of, and for other purposes relating to, the public service of Newfoundland, for the financial year ending the thirty-first day of March, one thousand nine hundred and fifty, shall have effect after the date of Union according to its terms, until otherwise provided by the Legislature of the Province of Newfoundland.





*Patents*

20. (1) Subject to this Term, Canada will provide that letters patent for inventions issued under the laws of Newfoundland prior to the date of Union shall be deemed to have been issued under the laws of Canada, as of the date and for the term thereof.

(2) Canada will provide further that in the event of conflict between letters patent for an invention issued under the laws of Newfoundland prior to the date of Union and letters patent for an invention issued under the laws of Canada prior to the date of Union

(a) the letters patent issued under the laws of Newfoundland shall have the same force and effect in the Province of Newfoundland as if the Union had not been made, and all rights and privileges acquired under or by virtue thereof may continue to be exercised or enjoyed in the Province of Newfoundland as if the Union had not been made; and

(b) the letters patent issued under the laws of Canada shall have the same force and effect in any part of Canada other than the Province of Newfoundland as if the Union had not been made, and all rights and privileges acquired under or by virtue thereof may continue to be exercised or enjoyed in any part of Canada other than the Province of Newfoundland as if the Union had not been made.

(3) The laws of Newfoundland existing at the date of Union shall continue to apply in respect of applications for the grant of letters patent for inventions under the laws of Newfoundland pending at the date of Union; and any letters patent for inventions issued upon such applications shall, for the purposes of this Term, be deemed to have been issued under the laws of Newfoundland prior to the date of Union; and letters patent for inventions issued under the laws of Canada upon applications pending at the date of Union shall, for the purposes of this Term, be deemed to have been issued under the laws of Canada prior to the date of Union.

(4) Nothing in this Term shall be construed to prevent the Parliament of Canada from providing that

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no claims for infringement of a patent issued in Canada prior to the date of Union shall be entertained by any court against any person for anything done in Newfoundland prior to the date of Union in respect of the invention protected by such patent, and that no claims for infringement of a patent issued in Newfoundland prior to the date of Union shall be entertained by any court against any person for anything done in Canada prior to the date of Union in respect of the invention protected by such patent.

#### *Trade Marks*

21. (1) Canada will provide that the registration of a trade mark under the laws of Newfoundland prior to the date of Union shall have the same force and effect in the Province of Newfoundland as if the Union had not been made, and all rights and privileges acquired under or by virtue thereof may continue to be exercised or enjoyed in the Province of Newfoundland as if the Union had not been made.

(2) The laws of Newfoundland existing at the date of Union shall continue to apply in respect of applications for the registration of trade marks under the laws of Newfoundland pending at the date of Union and any trade marks registered upon such applications shall, for the purposes of this Term, be deemed to have been registered under the laws of Newfoundland prior to the date of Union.

#### *Fisheries*

22. (1) In this Term, the expression "Fisheries Laws" means the Act No. 11 of 1936, entitled "An Act for the creation of the Newfoundland Fisheries Board", the Act No. 14 of 1936, entitled "An Act to Prevent the Export of Fish Without Licence", the Act No. 32 of 1936, entitled "An Act to Amend the Newfoundland Fisheries Board Act (No. 11 of 1936)", the Act No. 37 of 1938, entitled "An Act further to Amend the Newfoundland Fisheries Board Act, 1936", the Act No. 10 of 1942, entitled "An Act Respecting Permits for the Exportation of Salt Fish", the Act No. 39 of 1943, entitled "An Act Further to Amend the Newfoundland Fisheries Board Act, 1936", the Act No. 16 of 1944,



entitled "An Act Further to Amend the Newfoundland Fisheries Board Acts, 1936-38", and the Act No. 42 of 1944, entitled "An Act Further to Amend the Newfoundland Fisheries Board Act, 1936", insofar as they relate to the export marketing of salted fish from Newfoundland to other countries or to any provinces of Canada.

(2) Subject to this Term, all Fisheries Laws and all orders, rules, and regulations made thereunder shall continue in force in the Province of Newfoundland as if the Union had not been made, for a period of five years from the date of Union and thereafter until the Parliament of Canada otherwise provides, and shall continue to be administered by the Newfoundland Fisheries Board; and the costs involved in the maintenance of the Board and the administration of the Fisheries Laws shall be borne by the Government of Canada.

(3) The powers, authorities, and functions vested in or imposed on the Governor in Commission or the Commissioner for Natural Resources under any of the Fisheries Laws shall after the date of Union respectively be vested in or imposed on the Governor General in Council and the Minister of Fisheries of Canada or such other Minister as the Governor General in Council may designate.

(4) Any of the Fisheries Laws may be repealed or altered at any time within the period of five years from the date of Union by the Parliament of Canada with the consent of the Lieutenant-Governor in Council of the Province of Newfoundland and all orders, rules, and regulations made under the authority of any Fisheries Laws may be revoked or altered by the body or person that made them or, in relation to matters to which paragraph three of this Term applies, by the body or person that under the said paragraph three has power to make such orders, rules, or regulations under the Fisheries Laws after the date of Union.

(5) The Chairman of the Newfoundland Fisheries Board or such other member of the Newfoundland Fisheries Board as the Governor General in Council may designate shall perform in the Province of Newfoundland the duties of Chief Supervisor and Chief





Inspector of the Department of Fisheries of the Government of Canada, and employees of the Newfoundland Fisheries Board shall become employees in that Department in positions comparable to those of the employees in that Department in other parts of Canada.

(6) Terms eleven, twelve, thirteen and eighteen are subject to this Term.

#### FINANCIAL TERMS

##### *Debt*

23. Canada will assume and provide for the servicing and retirement of the stock issued or to be issued on the security of Newfoundland pursuant to The Loan Act, 1933, of Newfoundland and will take over the Sinking Fund established under that Act.

##### *Financial Surplus*

24. (1) In this Term the expression "financial surplus" means the balances standing to the credit of the Newfoundland Exchequer at the date of Union (less such sums as may be required to discharge accounts payable at the date of Union in respect of appropriations for the public services) and any public moneys or public revenue (including loans and advances referred to in Term twenty-five) in respect of any matter, thing, or period prior to the date of Union recovered by the Government of the Province of Newfoundland subsequent to the date of Union.

(2) Newfoundland will retain its financial surplus subject to the following conditions:

- (a) one-third of the surplus shall be set aside during the first eight years from the date of Union, on deposit with the Government of Canada, to be withdrawn by the Government of the Province of Newfoundland only for expenditures on current account to facilitate the maintenance and improvement of Newfoundland public services, and any portion of this one-third of the surplus remaining unspent at the end of the eight-year period shall become available to the Province of Newfoundland without the foregoing restriction;



- (b) the remaining two-thirds of the surplus shall be available to the Government of the Province of Newfoundland for the development of resources and for the establishment or extension of public services within the Province of Newfoundland; and
- (c) no part of the surplus shall be used to subsidize the production or sale of products of the Province of Newfoundland in unfair competition with similar products of other provinces of Canada, but nothing in this paragraph shall preclude the Province of Newfoundland from assisting industry by developmental loans on reasonable conditions or by ordinary provincial administrative services.

(3) The Government of the Province of Newfoundland will have the right within one year from the date of Union to deposit with the Government of Canada all or any part of its financial surplus held in dollars and on the thirty-first day of March and the thirtieth day of September in each year to receive with respect thereto interest at the rate of two and five-eighths per centum per annum during a maximum period of ten years from the date of Union on the minimum balance outstanding at any time during the six-month period preceding payment of interest.

#### *Loans*

25. (1) The Province of Newfoundland will retain its interest in, and any securities arising from or attaching to, any loans or advances of public funds made by the Government of Newfoundland prior to the date of Union.

(2) Unless otherwise agreed by the Government of Canada, paragraph one of this Term shall not apply to any loans or advances relating to any works, property, or services taken over by Canada pursuant to Term thirty-one or Term thirty-three.

#### *Subsidies*

26. Canada will pay to the Province of Newfoundland the following subsidies:

- (a) an annual subsidy of \$180,000 and an annual subsidy equal to 80 cents per head of the



population of the Province of Newfoundland (being taken at 325,000 until the first decennial census after the date of Union), subject to be increased to conform to the scale of grants authorized by the British North America Act, 1907, for the local purposes of the Province and the support of its Government and Legislature, but in no year shall sums payable under this paragraph be less than those payable in the first year after the date of Union; and

- (b) an additional annual subsidy of \$1,100,000 payable for the like purposes as the various fixed annual allowances and subsidies provided by statutes of the Parliament of Canada from time to time for the Provinces of Nova Scotia, New Brunswick, and Prince Edward Island or any of them and in recognition of the special problems of the Province of Newfoundland by reason of geography and its sparse and scattered population.

#### *Tax Agreement*

27. (1) The Government of Canada will forthwith after the date of Union make an offer to the Government of the Province of Newfoundland to enter into a tax agreement for the rental to the Government of Canada of the income, corporation income, and corporation tax fields, and the succession duties tax field.

(2) The offer to be made under this Term will be similar to the offers to enter into tax agreements made to other provinces, necessary changes being made to adapt the offer to circumstances arising out of the Union, except that the offer will provide that the agreement may be entered into either for a number of fiscal years expiring at the end of the fiscal year in 1952, as in the case of other provinces, or for a number of fiscal years expiring at the end of the fiscal year in 1957, at the option of the Government of the Province of Newfoundland, but if the Government of the Province of Newfoundland accepts the latter option the agreement will provide that the subsequent entry into a tax agreement by the Government of Canada with





any other province will not entitle the Government of the Province of Newfoundland to any alteration in the terms of its agreement.

(3) The offer of the Government of Canada to be made under this Term may be accepted by the Government of the Province of Newfoundland within nine months after the date of the offer but if it is not so accepted will thereupon expire.

(4) The Government of the Province of Newfoundland shall not by any agreement entered into pursuant to this Term be required to impose on any person or corporation taxation repugnant to the provisions of any contract entered into with such person or corporation before the date of the agreement and subsisting at the date of the agreement.

(5) If the Province of Newfoundland enters into a tax agreement pursuant to this Term the subsidies payable under Term twenty-six will, as in the case of similar subsidies to other provinces, be included in the computation of tax agreement payments.

#### *Transitional Grants*

28. (1) In order to facilitate the adjustment of Newfoundland to the status of a province of Canada and the development by the Province of Newfoundland of revenue-producing services, Canada will pay to the Province of Newfoundland each year during the first twelve years after the date of Union a transitional grant as follows, payment in each year to be made in equal quarterly instalments commencing on the first day of April, namely,

First year .....	\$6,500,000
Second year .....	6,500,000
Third year .....	6,500,000
Fourth year .....	5,650,000
Fifth year .....	4,800,000
Sixth year .....	3,950,000
Seventh year .....	3,100,000
Eighth year .....	2,250,000
Ninth year .....	1,400,000
Tenth year .....	1,050,000
Eleventh year .....	700,000
Twelfth year .....	350,000



NFS-00047

(2) The Government of the Province of Newfoundland will have the right to leave on deposit with the Government of Canada any portion of the transitional grant for the first eight years with the right to withdraw all or any portion thereof in any subsequent year and on the thirty-first day of March and the thirtieth day of September in each year to receive in respect of any amounts so left on deposit interest at the rate of two and five-eighths per centum per annum up to a maximum period of ten years from the date of Union on the minimum balance outstanding at any time during the six-month period preceding payment of interest.

*Review of Financial Position*

29. In view of the difficulty of predicting with sufficient accuracy the financial consequences to Newfoundland of becoming a province of Canada, the Government of Canada will appoint a Royal Commission within eight years from the date of Union to review the financial position of the Province of Newfoundland and to recommend the form and scale of additional financial assistance, if any, that may be required by the Government of the Province of Newfoundland to enable it to continue public services at the levels and standards reached subsequent to the date of Union, without resorting to taxation more burdensome, having regard to capacity to pay, than that obtaining generally in the region comprising the Maritime Provinces of Nova Scotia, New Brunswick, and Prince Edward Island.

MISCELLANEOUS PROVISIONS

*Salaries of Lieutenant-Governor and Judges*

30. The salary of the Lieutenant-Governor and the salaries, allowances, and pensions of the judges of such superior, district, and county courts as are now or may hereafter be constituted in the Province of Newfoundland shall be fixed and provided by the Parliament of Canada.

*Public Services, Works and Property*

31. At the date of Union, or as soon thereafter as practicable, Canada will take over the following services



and will as from the date of Union relieve the Province of Newfoundland of the public costs incurred in respect of each service taken over, namely,

- (a) the Newfoundland Railway, including steamship and other marine services;
- (b) the Newfoundland Hotel, if requested by the Government of the Province of Newfoundland within six months from the date of Union;
- (c) postal and publicly-owned telecommunication services;
- (d) civil aviation, including Gander Airport;
- (e) customs and excise;
- (f) defence;
- (g) protection and encouragement of fisheries and operation of bait services;
- (h) geographical, topographical, geodetic, and hydrographic surveys;
- (i) lighthouses, fog alarms, buoys, beacons, and other public works and services in aid of navigation and shipping;
- (j) marine hospitals, quarantine, and the care of ship-wrecked crews;
- (k) the public radio broadcasting system; and
- (l) other public services similar in kind to those provided at the date of Union for the people of Canada generally.

32. (1) Canada will maintain in accordance with the traffic offering a freight and passenger steamship service between North Sydney and Port aux Basques, which, on completion of a motor highway between Corner Brook and Port aux Basques, will include suitable provision for the carriage of motor vehicles.

(2) For the purpose of railway rate regulation the Island of Newfoundland will be included in the Maritime region of Canada, and through-traffic moving between North Sydney and Port aux Basques will be treated as all-rail traffic.

(3) All legislation of the Parliament of Canada providing for special rates on traffic moving within, into, or out of, the Maritime region will, as far as appropriate, be made applicable to the Island of Newfoundland.



33. The following public works and property of Newfoundland shall become the property of Canada when the service concerned is taken over by Canada, subject to any trusts existing in respect thereof, and to any interest other than that of Newfoundland in the same, namely,

- (a) the Newfoundland Railway, including rights of way, wharves, drydocks, and other real property, rolling stock, equipment, ships, and other personal property;
- (b) the Newfoundland Airport at Gander, including buildings and equipment, together with any other property used for the operation of the Airport;
- (c) the Newfoundland Hotel and equipment;
- (d) public harbours, wharves, break-waters, and aids to navigation;
- (e) bait depots and the motor vessel Malakoff;
- (f) military and naval property, stores, and equipment;
- (g) public dredges and vessels except those used for services that remain the responsibility of Newfoundland and except the nine motor vessels known as the Clarenville boats;
- (h) the public telecommunication system, including rights of way, land lines, cables, telephones, radio stations, and other real and personal property;
- (i) real and personal property of the Broadcasting Corporation of Newfoundland; and
- (j) subject to the provisions of Term thirty-four, customs houses, and post-offices and generally all public works and property, real and personal, used primarily for services taken over by Canada.

34. Where at the date of Union any public buildings of Newfoundland included in paragraph (j) of Term thirty-three are used partly for services taken over by Canada and partly for services of the Province of Newfoundland the following provisions shall apply:

- (a) where more than half the floor space of a building is used for services taken over by Canada the building shall become the property of Canada and where more than half the floor





space of a building is used for services of the Province of Newfoundland the building shall remain the property of the Province of Newfoundland;

- (b) Canada shall be entitled to rent from the Province of Newfoundland on terms to be mutually agreed such space in the buildings owned by the Province of Newfoundland as is used for the services taken over by Canada and the Province of Newfoundland shall be entitled to rent from Canada on terms to be mutually agreed such space in the buildings owned by Canada as is used for the services of the Province of Newfoundland;
- (c) the division of buildings for the purposes of this Term shall be made by agreement between the Government of Canada and the Government of the Province of Newfoundland as soon as practicable after the date of Union: and
- (d) if the division in accordance with the foregoing provisions results in either Canada or the Province of Newfoundland having a total ownership that is substantially out of proportion to the total floor space used for its services an adjustment of the division will be made by mutual agreement between the two Governments.

35. Newfoundland public works and property not transferred to Canada by or under these Terms will remain the property of the Province of Newfoundland.

36. Without prejudice to the legislative authority of the Parliament of Canada under the British North America Acts, 1867 to 1946, any works, property, or services taken over by Canada pursuant to these Terms shall thereupon be subject to the legislative authority of the Parliament of Canada.

#### *Natural Resources*

37. All lands, mines, minerals, and royalties belonging to Newfoundland at the date of Union, and all sums then due or payable for such lands, mines, minerals, or royalties, shall belong to the Province of



Newfoundland, subject to any trusts existing in respect thereof, and to any interest other than that of the Province in the same.

*Veterans*

38. Canada will make available to Newfoundland veterans the following benefits, on the same basis as they are from time to time available to Canadian veterans, as if the Newfoundland veterans had served in His Majesty's Canadian forces, namely,

- (a) The War Veterans' Allowance Act, 1946, free hospitalization and treatment, and civil service preference will be extended to Newfoundland veterans who served in the First World War or the Second World War or both;
- (b) Canada will assume as from the date of Union the Newfoundland pension liability in respect of the First World War, and in respect of the Second World War Canada will assume as from the date of Union the cost of supplementing disability and dependants' pensions paid by the Government of the United Kingdom or an Allied country to Newfoundland veterans up to the level of the Canadian rates of pensions, and, in addition, Canada will pay pensions arising from disabilities that are pensionable under Canadian law but not pensionable either under the laws of the United Kingdom or under the laws of an Allied country;
- (c) The Veterans' Land Act, 1942, Part IV of the Unemployment Insurance Act, 1940, The Veterans' Business and Professional Loans Act, and The Veterans Insurance Act will be extended to Newfoundland veterans who served in the Second World War;
- (d) a re-establishment credit will be made available to Newfoundland veterans who served in the Second World War equal to the re-establishment credit that might have been made available to them under The War Service Grants Act, 1944, if their service in the Second World War had been service in the Canadian forces, less the amount of any



pecuniary benefits of the same nature granted or paid by the Government of any country other than Canada;

- (e) Canada will assume, as from the date of Union, the cost of vocational and educational training of Newfoundland veterans of the Second World War on the same basis as if they had served in His Majesty's Canadian forces; and
- (f) sections six, seven, and eight of The Veterans Rehabilitation Act will be extended to Newfoundland veterans of the Second World War who have not received similar benefits from the Government of any country other than Canada.

#### *Public Servants*

39. (1) Employees of the Government of Newfoundland in the services taken over by Canada pursuant to these Terms will be offered employment in these services or in similar Canadian services under the terms and conditions from time to time governing employment in those services, but without reduction in salary or loss of pension rights acquired by reason of service in Newfoundland.

(2) Canada will provide the pensions for such employees so that the employees will not be prejudiced, and the Government of the Province of Newfoundland will reimburse Canada for the pensions for, or at its option make to Canada contributions in respect of, the service of these employees with the Government of Newfoundland prior to the date of Union, but these payments or contributions will be such that the burden on the Government of the Province of Newfoundland in respect of pension rights acquired by reason of service in Newfoundland will not be increased by reason of the transfer.

(3) Pensions of employees of the Government of Newfoundland who were retired on pension before the service concerned is taken over by Canada will remain the responsibility of the Province of Newfoundland.



*Welfare and Other Public Services*

40. Subject to these Terms, Canada will extend to the Province of Newfoundland, on the same basis and subject to the same terms and conditions as in the case of other provinces of Canada, the welfare and other public services provided from time to time by Canada for the people of Canada generally, which, in addition to the veterans' benefits, unemployment insurance benefits, and merchant seamen benefits set out in Terms thirty-eight, forty-one, and forty-two respectively, include family allowances under The Family Allowances Act, 1944, unemployment insurance under The Unemployment Insurance Act, 1940, sick mariners' benefits for merchant seamen and fishermen under the Canada Shipping Act, 1934, assistance for housing under The National Housing Act, 1944, and, subject to the Province of Newfoundland entering into the necessary agreements or making the necessary contributions, financial assistance under The National Physical Fitness Act for carrying out plans of physical fitness, health grants, and contributions under the Old Age Pensions Act for old age pensions and pensions for the blind.

*Unemployment Insurance*

41. (1) Subject to this Term, Canada will provide that residents of the Province of Newfoundland in insurable employment who lose their employment within six months prior to the date of Union and are still unemployed at that date, or who lose their employment within a two-year period after that date, will be entitled for a period of six months from the date of Union or six months from the date of unemployment, whichever is the later, to assistance on the same scale and under the same conditions as unemployment insurance benefits.

(2) The rates of payment will be based on the individual's wage record for the three months preceding his loss of employment, and to qualify for assistance a person must have been employed in insurable employment for at least thirty per centum of the working days within the period of three months preceding his loss of employment or thirty per centum of the working days within the period since the date of Union, whichever period is the longer.





*Merchant Seamen*

42. (1) Canada will make available to Newfoundland merchant seamen who served in the Second World War on British ships or on ships of Allied countries employed in service essential to the prosecution of the war, the following benefits, on the same basis as they are from time to time available to Canadian merchant seamen, as if they had served on Canadian ships, namely,

- (a) disability and dependants' pensions will be paid, if disability occurred as a result of enemy action or counter-action, including extraordinary marine hazards occasioned by the war, and a Newfoundland merchant seaman in receipt of a pension from the Government of the United Kingdom or an Allied country will be entitled, during residence in Canada, to have his pension raised to the Canadian level; and
- (b) free hospitalization and treatment, vocational training, The Veterans' Land Act, 1942, and The Veterans Insurance Act will be extended to disability pensioners.

(2) Vocational training, Part IV of The Unemployment Insurance Act, 1940, and The Veterans Insurance Act will be extended to Newfoundland merchant seamen who were eligible for a Special Bonus or a War Service Bonus, on the same basis as if they were Canadian merchant seamen.

(3) The Unemployment Insurance Act, 1940, and The Merchant Seamen Compensation Act will be applied to Newfoundland merchant seamen as they are applied to other Canadian merchant seamen.

*Citizenship*

43. Suitable provision will be made for the extension of the Canadian citizenship laws to the Province of Newfoundland.

*Defence Establishments*

44. Canada will provide for the maintenance in the Province of Newfoundland of appropriate reserve units of the Canadian defence forces, which will include the Newfoundland Regiment.



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*Economic Survey*

45. (1) Should the Government of the Province of Newfoundland institute an economic survey of the Province of Newfoundland with a view to determining what resources may profitably be developed and what new industries may be established or existing industries expanded, the Government of Canada will make available the services of its technical employees and agencies to assist in the work.

(2) As soon as may be practicable after the date of Union, the Government of Canada will make a special effort to collect and make available statistical and scientific data about the natural resources and economy of the Province of Newfoundland, in order to bring such information up to the standard attained for the other provinces of Canada.

*Oleomargarine*

46. (1) Oleomargarine or margarine may be manufactured or sold in the Province of Newfoundland after the date of the Union and the Parliament of Canada shall not prohibit or restrict such manufacture or sale except at the request of the Legislature of the Province of Newfoundland, but nothing in this Term shall affect the power of the Parliament of Canada to require compliance with standards of quality applicable throughout Canada.

(2) Unless the Parliament of Canada otherwise provides or unless the sale and manufacture in, and the interprovincial movement between, all provinces of Canada other than Newfoundland, of oleomargarine and margarine, is lawful under the laws of Canada, oleomargarine or margarine shall not be sent, shipped, brought, or carried from the Province of Newfoundland into any other province of Canada.

*Income Taxes*

47. In order to assist in the transition to payment of income tax on a current basis Canada will provide in respect of persons (including corporations) resident in Newfoundland at the date of Union, who were not resident in Canada in 1949 prior to the date of Union, and in respect of income that under the laws of Canada



in force immediately prior to the date of Union was not liable to taxation, as follows:

- (a) that prior to the first day of July, 1949, no payment will be required or deduction made from such income on account of income tax;
- (b) that for income tax purposes no person shall be required to report such income for any period prior to the date of Union;
- (c) that no person shall be liable to Canada for income tax in respect of such income for any period prior to the date of Union; and
- (d) that for individuals an amount of income tax for the 1949 taxation year on income for the period after the date of Union shall be forgiven so that the tax on all earned income and on investment income of not more than \$2,250 will be reduced to one-half the tax that would have been payable for the whole year if the income for the period prior to the date of Union were at the same rate as that subsequent to such date.

*Statute of Westminster*

48. From and after the date of Union the Statute of Westminster, 1931, shall apply to the Province of Newfoundland as it applies to the other Provinces of Canada.

*Saving*

49. Nothing in these Terms shall be construed as relieving any person from any obligation with respect to the employment of Newfoundland labour incurred or assumed in return for any concession or privilege granted or conferred by the Government of Newfoundland prior to the date of Union.

*Coming into Force*

50. These Terms are agreed to subject to their being approved by the Parliament of Canada and the Government of Newfoundland; shall take effect notwithstanding the Newfoundland Act, 1933, or any instrument issued pursuant thereto; and shall come into force immediately before the expiration of the thirty-



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first day of March, 1949, if His Majesty has theretofore given His Assent to an Act of the Parliament of the United Kingdom of Great Britain and Northern Ireland confirming the same.

Signed in duplicate at Ottawa this eleventh day of December, 1948.

*On behalf of Canada:*

LOUIS S. ST. LAURENT

BROOKE CLAXTON

*On behalf of Newfoundland:*

ALBERT J. WALSH

F. GORDON BRADLEY

PHILIP GRUCHY

JOHN B. McEVOY

JOSEPH R. SMALLWOOD

G. A. WINTER



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## SCHEDULE

In this Schedule the expression "District" means District as named and delimited in the Act 22 George V Chapter 7 entitled "An Act to amend Chapter 2 of the Consolidated Statutes of Newfoundland (Third Series) entitled 'Of the House of Assembly'".

*Grand Falls-White Bay* shall consist of the Districts of White Bay, Green Bay, and Grand Falls, and all the territory within a radius of five miles of the Railway Station at Gander, together with the Coast of Labrador and the Islands adjacent thereto.

*Bonavista-Twillingate* shall consist of the Districts of Twillingate, Fogo, Bonavista North, and Bonavista South, but shall not include any part of the territory within a radius of five miles from the Railway Station at Gander.

*Trinity-Conception* shall consist of the Districts of Trinity North, Trinity South, Carbonear-Bay de Verde, Harbour Grace, and Port de Grave.

*St. John's East* shall consist of the District of Harbour Main-Bell Island and that part of the Province bounded as follows, that is to say: By a line commencing at a point where the centre line of Beck's Cove Hill intersects the North shore of the Harbour of St. John's, thence following the centre line of Beck's Cove Hill to the centre of Duckworth Street, thence westerly along the centre line of Duckworth Street to the centre of Theatre Hill, thence following the centre line of Theatre Hill to the centre of Carter's Hill, thence following the centre line of Carter's Hill and Carter's Street to the centre of Freshwater Road, thence following the centre line of Freshwater Road to its intersection with the centre of Kenmount Road, and thence along the centre line of Kenmount Road to its intersection with the North Eastern boundary of the District of Harbour Main-Bell Island, thence along the said North Eastern boundary of the District of Harbour Main-Bell Island to the shore of Conception Bay and thence following the coastline around



Cape St. Francis and on to the Narrows of St. John's Harbour and continuing along by the North Shore of St. John's Harbour to a point on the North shore of the said Harbour intersected by the centre line of Beck's Cove Hill, the point of commencement.

*St. John's West* shall consist of the Districts of Placentia-St. Mary's and Ferryland, and that part of the Province bounded as follows, that is to say: By a line commencing at the Motion Head of Petty Harbour and running in a straight line to the Northern Goulds Bridge (locally known as Doyle's Bridge) thence following the centre line of Doyle's Road to Short's Road, thence in a straight line to a point one mile west of Quigley's, thence in a straight line to the point where the North Eastern boundary of the District of Harbour Main-Bell Island intersects Kenmount Road, thence along the centre line of Kenmount Road and Freshwater Road to Carter's Street, thence down the centre line of Carter's Street and Carter's Hill to Theatre Hill and thence along the centre line of said Theatre Hill to the centre line of Duckworth Street and thence easterly along the centre line of Duckworth Street to the top of Beck's Cove Hill, thence from the centre line of said Beck's Cove Hill to the shore of St. John's Harbour and thence following the shore of St. John's Harbour and, passing through the Narrows by the North of Fort Amherst and thence following the coastline Southerly to the Motion Head of Petty Harbour, the point of commencement.

*Burin-Burgeo* shall consist of the Districts of Placentia West, Burin, Fortune Bay-Hermitage, and Burgeo and LaPoile and all the unorganized territory bounded on the North and West by the District of Grand Falls, on the South by the Districts of Burgeo and LaPoile and Fortune Bay-Hermitage, on the East by the Districts of Trinity North, Bonavista South and Bonavista North.



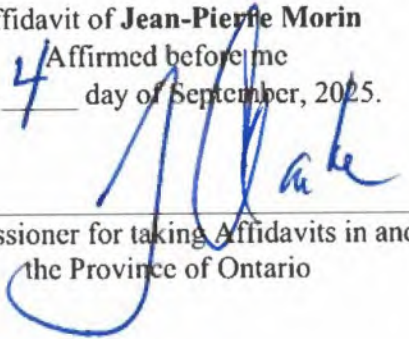
*Humber-St. George's* shall consist of the Districts of St. George's-Port au Port, Humber, and St. Barbe, and all the unorganized territory bounded on the North by the District of Humber, on the East by the District of Grand Falls, on the South by the District of Burgeo and LaPoile, and on the West by the District of St. George's-Port au Port.



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This is **Exhibit 3** referred to in the  
Affidavit of **Jean-Pierre Morin**  
this 4 Affirmed before me  
day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



CABINET CONCLUSIONSMeetingJanuary 25th, 1949

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Transitional measures; revocation of emergency Orders in Council; persons of Japanese race	5.
Newfoundland; electoral districts; United Kingdom legislation; Indian Affairs	5.
Agricultural prices support; B.C. apples	6.
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C.B.C.; television policy	8.
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TOP SECRET

Ottawa, January 25th, 1949.

CABINET COMMISSIONS

Meetings of the Cabinet were held in the Privy Council Chamber on Tuesday, January 25th, 1949, at 11 a.m. and 2.45 p.m.

Present:

The Prime Minister (Mr. St. Laurent), in the Chair,  
 The Minister of Trade and Commerce (Mr. Howe),  
 The Minister of Agriculture (Mr. Gardiner),  
 The Minister of Mines and Resources (Mr. Mackinnon),  
 The Secretary of State (Mr. Gibson),  
 The Minister of Labour (Mr. Mitchell),  
 The Minister of Public Works (Mr. Fournier),  
 The Postmaster General (Mr. Bertrand),  
 The Minister of National Defence (Mr. Claxton),  
 The Solicitor General (Mr. Jean),  
 The Minister of Transport (Mr. Chevrier),  
 The Minister of National Health and Welfare (Mr. Martin),  
 The Minister of Finance (Mr. Abbott),  
 The Minister of National Revenue (Dr. LeCann),  
 The Honourable W. L. Robertson,  
 The Minister of Veterans Affairs (Mr. Gress),  
 The Minister of Fisheries (Mr. Mayhew),  
 The Secretary of State for External Affairs (Mr. Pearson),  
 The Minister of Justice (Mr. Garson),  
 The Minister of Reconstruction and Supply (Mr. Winners).

The Secretary to the Cabinet (Mr. Heeney),  
 Mr. E. W. T. Gill, Privy Council Office,  
 Mr. Paul Pelletier, Privy Council Office.

Canada-West Indies shipping services; informal conference; Canadian delegation

1. The Minister of Transport reported that the Canada-West Indies Trade Agreement of 1926 specified the services to be provided by the Canadian Government and the contribution to be paid by the various Colonies in return for these services.



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During the war, these shipping services had been disrupted. It was felt that some interim arrangements should be worked out although it would not be desirable, at the present time, to revise the Canada-West Indies Trade Agreement.

It was, therefore, recommended by the Interdepartmental Committee on Merchant Shipping Policy that, for this purpose, a Canadian delegation confer informally with representatives of the U.K. Colonial Office, the Ministry of Transport and the West Indies governments. The proposed meeting would take place shortly.

An explanatory note had been circulated.

(Minister's memorandum, Jan. 17, 1949 - Cabinet Document 866).

2. The Cabinet, after discussion, approved the Minister's recommendation and agreed that a Canadian delegation composed of representatives of Transport, the Maritime Commission, C.M. Steamships and the Trade Commissioner, Trinidad, attend the informal conference to be held shortly on Canada-West Indies shipping services.

Royal Commission on cultural matters, radio, films, etc.

3. The Prime Minister submitted a proposal for the establishment of a Royal Commission to examine and make recommendations on activities having to do with the promotion of national life and understanding of Canada, the methods by which this knowledge could more readily be made known within and without Canada, the relations of Canada with the United Nations Educational, Scientific and Cultural Organization, the awarding of honours for services to Canada, etc. Draft terms of reference were submitted and read.

If this proposal were approved in principle, reference thereto might be made in the Speech from the Throne.

(Draft terms of reference of proposed Royal Commission, Jan. 25, 1949).

4. The Cabinet, after discussion, approved in principle the Prime Minister's proposal and agreed that a Royal Commission be constituted to make a general enquiry into matters relating to the cultural life of the country and to report thereon; reference to the government's intentions in this respect to be included in the Speech from the Throne.

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Parliament; Speech from the Throne

5. The Prime Minister submitted and read a further draft of the Speech from the Throne revised following discussion at the meeting of January 19th.

6. The Cabinet, after discussion, approved the draft Speech from the Throne as submitted by the Prime Minister for delivery at the opening of the Session, subject to certain revisions, including the following:

(a) amendment of the reference to the government's social policies and to communism;

(b) omission of the reference to amendment to the Canada Shipping Act (further consideration to be given to the implications of such legislation);

(c) omission in the reference to the establishment of a Royal Commission on cultural subjects of "information services"; and,

(d) amendment of the reference to the Federal housing programme so as to indicate the record achievements of the past year.

Parliament; order of business for opening days

7. The Prime Minister reported that he had spoken to the Leader of the Opposition as well as the leaders of other groups with respect to the order of business proposed immediately following the opening of Parliament.

8. The Cabinet, after discussion, noted the Prime Minister's report.

Parliament; legislation

9. The Secretary submitted certain draft measures, the principle of which had previously been approved by Cabinet.

10. The Cabinet, after discussion, approved the following for transmission to Parliament:

- bill to amend the Cheese and Cheese Factory Improvement Act  
(for introduction in the Senate in the first instance);
- bill to amend the Exchequer Court Act  
(for introduction in the Senate in the first instance);

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bill to amend the Supreme Court Act;  
 bill to repeal the Cullers Act  
 (for introduction in the Senate in  
 the first instance); and,  
 bill respecting the Application of a  
 National Trade Mark to Commodities  
 and respecting the True Description  
 of Commodities  
 (for introduction in the Senate in  
 the first instance).

Parliament; legislation; proposals for bills

11. The Secretary submitted a proposal of the Minister of National Defence for legislation to provide for the distribution of the proceeds of prize captured during the Second World War. This had been considered favourably at the last meeting of the Cabinet Defence Committee.

(Draft bill, undated).

12. The Postmaster General submitted a proposal for legislation to provide for the consolidation of contract rates with such supplementary payments to mail contractors as had been authorized prior to March 31st, 1949.

An explanatory note had been circulated.

(Minister's memorandum, Jan. 12, 1949 - Cabinet Document 888).

13. The Cabinet, after discussion:

(a) approved the proposal of the Minister of National Defence for legislation to provide for the distribution of prize captured during the Second World War; a draft measure to be prepared and submitted accordingly; and,

(b) approved the proposal of the Postmaster General for legislation to consolidate contract rates with authorized supplementary payments; a draft measure to be prepared and submitted accordingly.

Parliament; legislation; transitional measures

14. The Minister of Justice submitted a draft resolution and bill to amend the Continuation of Transitional Measures Act; these had been prepared by Justice in accordance with decisions taken at the meeting of January 19th.

15. The Cabinet, after discussion, approved for transmission to Parliament the resolution and bill to amend the Continuation of Transitional Measures Act.

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Transitional measures; revocation of emergency  
Orders in Council; persons of Japanese race

16. The Secretary, referring to discussion at the meeting of January 13th, submitted a joint recommendation to Council from the Secretary of State and the Minister of Labour for the revocation of certain Orders in Council respecting the administration of property of persons of Japanese race and assistance in the movement of such persons on voluntary repatriation to Japan.

17. The Cabinet, after discussion, approved the Ministers' recommendation for revocation of certain Orders in Council respecting persons of Japanese race and agreed that an Order in Council be passed accordingly.

Newfoundland; electoral districts; United  
Kingdom legislation; Indian affairs

18. The Prime Minister observed that there were several matters requiring decision by Cabinet with respect to the entry of Newfoundland into Confederation.

These related to amendment of the Representation Act, administration of Indian affairs and the form of the United Kingdom legislation.

An explanatory memorandum had been circulated.

(Secretary's memorandum, Jan. 22, 1949, and attached documents - Cabinet Document 869).

19. The Cabinet, after discussion, agreed:

(a) that the Representation Act be amended by the addition to the schedule thereto of Newfoundland electoral districts as set out in the schedule to the Terms of Union, provision therefor to be made in the omnibus Statute Law Amendment (Newfoundland) bill;

(b) that the Parliamentary Address to His Majesty seeking confirmation by the U.K. Parliament of the Terms of Union contain no reference to the repeal of the Newfoundland Act, 1933, nor to any other specific legislation by the U.K. Parliament but merely request an Act to confirm and give effect to the terms of union, subject to such other legislative

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action by the United Kingdom as the U.K. and Newfoundland governments might consider to be necessary or advisable in the circumstances; Justice and External Affairs to arrange accordingly with U.K. authorities and a new draft measure for introduction to Parliament to be prepared and submitted for consideration; and,

(c) that decision respecting the care of Indians and Eskimos in Newfoundland and Labrador following union be deferred until such time as a satisfactory arrangement could be made with the Provincial government after the election of a Provincial Legislature in Newfoundland.

Agricultural prices support; B.C. apples

20. The Minister of Fisheries, referring to discussion at the meeting of January 19th, observed that the price support recommended for producers of B.C. apples would not likely involve much cost to the government since it was expected that the total 1948 crop could be disposed of eventually at satisfactory prices.

It was felt, however, that it would be advisable to authorize the price support as recommended by the Minister of Agriculture.

21. The Cabinet, after discussion, agreed that the Agricultural Prices Support Board be authorized to purchase up to 250,000 packed boxes of certain prescribed varieties of B.C. apples at a price of \$2.00 per packed box as recommended by the Minister of Agriculture and that an Order in Council be passed accordingly.

\* Extension to Macdonald Hotel, Edmonton

22. The Minister of Transport, referring to discussion at the meeting of December 10th, reported that Justice had now advised that the Canadian National Railways Act did not apply to the proposed extension of the Macdonald Hotel.

The Hotel was owned by a corporation which was one of the "elements" in the Canadian National Railways. Section 9 of the Canadian National-Canadian Pacific Act provided that, when the approval or sanction of the shareholders of such a company was required by law, it might be given by the Governor in Council. In the opinion of the Railway Company's legal advisers such approval was required for the proposed extension. In due course an estimate of the capital expenditure involved would also require Council approval.

\* Adjournment - The meeting adjourned at 1 p.m. and resumed at 2.45 p.m.

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(Letter, Deputy Minister of Justice to the Secretary, Jan. 18, 1949).

23. The Cabinet, after discussion, approved for inclusion in the statement of capital requirements of the Canadian National Railways to be submitted to Parliament provision for the proposed extension to the Macdonald Hotel, Edmonton, and agreed that an Order in Council be passed accordingly.

Combines Investigation Act; glass companies enquiry; petition

24. The Minister of Justice recalled that, at the meeting of December 16th, the Cabinet had requested an opinion from Justice on the petition to Council from thirteen glass companies into whose activities an enquiry had been conducted under the Combines Investigation Act.

In the opinion of the Minister, the requirements of the law had been observed in the conduct of the investigation. It was, therefore, recommended that the petition (which asked for a reference to the Supreme Court) be denied. If this recommendation were accepted, it became unnecessary to consider the second prayer of the petition that the investigation be deferred pending clarification of the law.

An explanatory memorandum had been circulated.

(Secretary's memorandum, Jan. 22, 1949 - Cabinet Document 871).

25. Mr. Garson added that, in his opinion, there was something to be said for reviewing the policy under which the legislation in question had been formulated.

If, as a result of such review, some change were considered advisable, this should be effected in the normal manner by amending legislation in Parliament.

26. The Cabinet, after discussion:

(a) approved the recommendation of the Minister of Justice that the petition to Council from the glass companies whose activities were being investigated under the Combines Investigation Act be denied and agreed that an Order in Council be passed accordingly; and,

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(b) noted with approval that the Minister would review the policy incorporated in the Combines Investigation Act and report thereon in due course.

Canadian Broadcasting Corporation;  
television policy

27. Dr. McCann submitted and read a report from the Board of Governors of the Canadian Broadcasting Corporation on television broadcasting in Canada.

The memorandum set forth certain important considerations of policy affecting television broadcasting by the national agency and by private interests. It went on to outline a plan for development by the Corporation under the principles of the C.B.C. Act.

The Corporation's proposal provided for the establishment of stations in Montreal and Toronto, the funds for which would be raised by a license fee of \$10 and a loan of \$5½ million for capital costs and initial development.

Copies of the report had been circulated.

(C.B.C. memorandum, Jan. 20, 1949 - Cabinet Document 879).

28. The Cabinet, after discussion, noted the Corporation's report and agreed that it be referred for consideration to the Cabinet Committee on Broadcasting, the Committee to submit recommendations respecting the policy to govern the development of television broadcasting in Canada; for this purpose, the Ministers of Justice and Reconstruction and Supply to be added to the Committee.

Canadian National Steamships; cancellation  
of government loan

29. The Minister of Transport submitted a report on the financial position of the Canadian National Steamships, recommending that, to assist the Company in meeting higher operating costs and conditions arising from trade restrictions, government loans in the amount of \$3,698,817.11 be cancelled.

These loans had been made to meet operating deficits. Their cancellation would place the Company on the same basis as the Canadian National Railway Company.

An explanatory memorandum had been circulated.

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(Minister's memorandum, Jan. 10, 1949 - Cabinet Document 857).

30. The Cabinet, after discussion, deferred decision on the proposal to cancel government loans in the amount of \$3,898,817.11 to the Canadian National Steamships pending its further joint consideration by officials of the Departments of Transport and Finance.

Canada-British West Indies shipping;  
sugar cargoes

31. The Minister of Transport, referring to the financial position of Canadian National Steamships, reported that an important factor adversely affecting the revenues of the Company was the reduced volume of sugar cargoes carried by the Company's ships from the British West Indies.

About 60% of this traffic was now handled by foreign companies.

32. The Cabinet, after discussion, agreed that the circumstances in which sugar was being shipped to Canada from the British West Indies be examined by the Interdepartmental Committee on Merchant Shipping Policy with a view to recommending means by which Canadian National Steamships might secure a greater proportion of this trade.

Dominion-Provincial Tax Agreements;  
Provincial Corporation Tax

33. The Minister of Finance reported that the Premier of British Columbia had enquired whether further provision should be made during the present session of the Legislature for the continuance of the 5% Provincial tax on corporation income.

An alternative would be to permit the Provinces who had signed tax agreements to drop this 5% tax, the Federal authority to increase by that amount the rate of tax on corporate profits. In this event special arrangements by way of tax credits would have to be made with Ontario and Quebec with which, of course, the government had no agreements.

34. The Cabinet, after discussion, agreed that no change be made in arrangements under the tax agreements for the collection by Provincial governments of the 5% tax on corporate incomes and that the B.C. government be informed that they would require to make provision for its continued imposition under Provincial law.

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Appointments; Senate

35. The Prime Minister submitted a number of recommendations for appointment to the Senate.

36. The Cabinet, after discussion, approved the Prime Minister's recommendations and agreed that Orders in Council be passed for the appointment of the following Senators:

James Gordon Fogo, for Ontario,  
James C. Davis, for Manitoba,  
Thomas H. Wood, for Saskatchewan.

(Orders in Council P.C. 343, 344 and 345, Jan. 25, 1949).

Appointments; Parliamentary Assistants

37. The Prime Minister submitted recommendations for the appointment of Parliamentary Assistants to the Ministers of Mines and Resources and National Health and Welfare, respectively.

38. The Cabinet, after discussion, approved the Prime Minister's recommendations and agreed that Orders in Council be passed for the appointment of the following Parliamentary Assistants:

Ralph Maybank, M.P., to the Minister of  
Mines and Resources,  
Tom Reid, M.P., to the Minister of  
National Health and Welfare.

(Orders in Council P.C. 239 and 342, Jan. 25, 1949).

International Wheat Conference; Canadian delegation

39. The Minister of Trade and Commerce submitted a proposed list of Canadian delegates to the International Wheat Conference. Meetings would be held in Washington commencing January 28th.

The purpose of the conference was to prepare an International Wheat Agreement similar to that signed on behalf of Canada which had failed to come into effect because it had not been ratified by the U.S. Congress.

An explanatory note had been circulated.

(External Affairs memorandum, Jan. 24, 1949 - Cabinet Document 874).

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40. The Cabinet, after discussion, agreed that Canada participate in the forthcoming meetings of the International Wheat Conference and that the delegation to represent Canada be composed as follows:

Chief Delegate - Dr. C.F. Wilson, Department of Trade and Commerce,  
 Alternate Delegate - W.C. McNamara, Canadian Wheat Board,  
 Advisers - A.M. Shaw, Department of Agriculture,  
           C.C. Boxer, Canadian Wheat Board,  
           G.R. Paterson, Canadian Embassy, Washington,  
           J.J.M. Cote, Canadian Embassy, Washington,  
 Technical Advisers - R.C. Brown, United Grain Growers,  
                       L.P. Farnalls,  
                       B.S. Plumer, Alberta Wheat Pool,  
                       J.H. Wesson, Saskatchewan Wheat Pool,  
 Observer - G. Robertson, Saskatchewan Wheat Pool,  
 Secretary - Miss R. McCorkle.

Canada-New Zealand civil aviation agreement

41. The Minister of Trade and Commerce reported that a draft agreement for air services between Canada and New Zealand had been initialled on behalf of New Zealand and on behalf of Canada.

The draft agreement had been approved by the Minister of Transport and provided for an exchange of traffic rights permitting direct carriage of passengers and cargo between Canada and New Zealand. The rights granted were identical to those conferred under the agreement concluded between Canada and Australia in 1946.

An explanatory note had been circulated.

(External Affairs memorandum, Jan. 14, 1949 - Cabinet Document 867).

42. The Cabinet, after discussion, noted with approval the report by the Minister of Trade and Commerce and agreed that the agreement for air services between Canada and New Zealand be signed on behalf of Canada by the Canadian High Commissioner in New Zealand.

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National Health and Welfare; hospital  
insurance for B.C. Indians

43. The Minister of National Health and Welfare submitted a proposal to provide hospital insurance for B.C. Indians who were considered to be within the responsibility of the Department of National Health and Welfare.

The B.C. Hospital Commission were agreeable to accept applications from the 27,660 Indians for whom the Department were responsible and to grant them benefits under the Hospital Insurance Act of the Province on the same basis as the white population.

It was felt that this proposal would be economical and would be generally beneficial to the Indian population. The cost of medical and hospital care for B.C. Indians during the fiscal year 1949-50 had been estimated at \$467,000. Under the hospital insurance scheme, the same care could be provided on payment of a total premium of \$224,000, thus effecting an estimated saving of \$244,000.

An explanatory memorandum was circulated.

(Minister's memorandum, Jan. 22, 1949 - Cabinet Document 872).

44. The Cabinet, after discussion, approved the Minister's recommendation and agreed that arrangements be concluded with the Province of British Columbia for the admission into the hospital insurance plan of that Province of all Indians within the Province for whom responsibility was accepted by the Department of National Health and Welfare, and that the Department pay the computed premiums on the Indians' behalf in accordance with the prescribed rates; reimbursement of premiums paid to be sought from those Indians financially able to pay; an Order in Council to be passed accordingly.

China; evacuation of Canadians

45. The Secretary of State for External Affairs reported that the situation of the Nationalist government continued to deteriorate. Chiang Kai-shek had resigned and it was likely that the Nanking area would be overrun in the near future by the Communist armies.

Enquiry had been made of the Chief of the Naval Staff concerning the possibility of arranging for a Canadian ship to go to Chinese

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waters in case the situation developed in such a way as to endanger the lives of the 200 Canadians in the area. British and U.S. vessels were standing by for similar purposes.

It had been ascertained that an R.C.N. destroyer could be diverted for this purpose from a cruise to Mexico.

(External Affairs memorandum to the Minister, Jan. 24, 1949).

46. The Cabinet, after discussion, agreed that, subject to concurrence of the Minister of National Defence, a Canadian destroyer be diverted to Far Eastern waters to be available in case it were required for evacuation or protection of Canadians in the Nanking area.

#### Canadian exports to China

47. The Secretary of State for External Affairs, referring to discussion at the meeting of December 16th regarding the position of Canadian credits and sales to China, reported that the serious deterioration in the situation had made it expedient to review further the matter of Canadian exports.

Military equipment and items of purely civilian supply might be considered separately. In the former category Canadian Arsenals Limited were working on an order for cartridges to the value of approximately \$5.1 million, of which a small part had been delivered but had not yet left Canada; the remainder was in production. There was also an incomplete order for some \$250,000 of ammunition, of which none had yet been exported.

Non-military supplies on order included steel rails, railway bridging equipment, etc., on order with private firms; a complete list was not immediately available.

Decision was requested on the action to be taken respecting further manufacture and delivery.

(External Affairs memorandum to the Minister, Jan. 24, 1949).

48. The Cabinet, after discussion, agreed:

(a) that the Secretary of State for External Affairs in consultation with the Minister of Trade and Commerce cause an examination to be made of the list of civilian

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items on order for the Chinese government to determine any supplies which for political or strategic reasons should not go forward;

(b) that deliveries of all items of a strategic or military nature cease immediately;

(c) that the Minister of Trade and Commerce negotiate with the Chinese Government Supply Agency and the Canadian producers concerned, with a view to cancellation of orders and subsequent recommendation to Cabinet of equitable terms of settlement; and,

(d) that the export to China of items not of a strategic or military nature be continued.

Establishment of Austrian Consulate in Canada

49. The Secretary of State for External Affairs, referring to discussion at the meeting of July 20th, stated that the Austrian government had again expressed a strong desire to obtain Canadian agreement to the establishment of an Austrian Consulate General in Canada.

The Prime Minister had concurred in permission being granted.

(External Affairs memorandum, Jan. 11, 1949, and attached documents).

50. The Cabinet, after discussion, approved the establishment of an Austrian Consulate General in Canada and agreed that the Austrian government be informed accordingly.

Export of arms; Egypt and Palestine

51. The Secretary of State for External Affairs stated that applications had been received from the DeHavilland Aircraft Company of Canada and the Zionist Organization of Canada respectively for permission to export trainer aircraft to Egypt and link trainers and storage batteries to Palestine.

It was suggested that these exports be not authorized until such time as a formal undertaking had been obtained from both governments to the effect that none of the equipment would be used for military purposes.

(External Affairs memorandum, Jan. 24, 1949, and attached documents).

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52. The Cabinet, after discussion, agreed that, subject to any change in the Palestine situation in the meantime, approval for the export of the above mentioned trainer aircraft and equipment be given as soon after January 31st, 1949, as suitable undertakings were obtained from the governments of Egypt and Israel with respect to use for non-military purposes.

A. D. P. Heeney,  
Secretary to the Cabinet.

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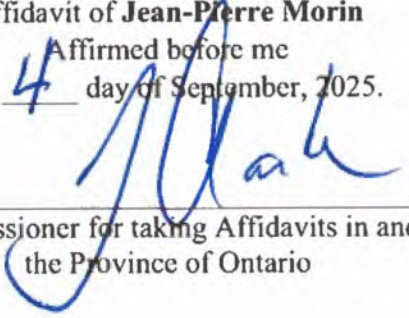
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This is **Exhibit 4** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.



A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025

CONFIDENTIAL

OTTAWA, March 28, 1953.

The Honourable Herbert L. Pottle,  
Minister of Public Welfare,  
St. John's, Newfoundland.

Dear Dr. Pottle:

I wish to thank you for the additional information which you forwarded to me with your letter of March 16 setting out suggested programmes for Northern Labrador.

This whole question was considered by the Cabinet at a meeting held last Thursday and I have now been asked by my colleagues to submit to you formally, on behalf of the Federal Government, certain proposals for a long-term arrangement which, we believe, will serve the interests of all parties concerned better than the ad hoc arrangement which has been in effect since 1949.

There are three main considerations which prompted my colleagues to approve the sort of arrangement which we contemplate. The first of these is that there is no legal requirement for the Federal Government to assume any responsibility whatsoever, either financial or administrative, in regard to the residents of Northern Labrador. The second is that, even if the Federal Government agreed to assume continuing responsibility in some form for the residents of Northern Labrador, it could not in practice do so with propriety as it appears to be virtually impossible to determine who is an Eskimo and who is not. Finally, notwithstanding the two considerations set out above, the Federal Government is appreciative of the fact that there is a job to be done in Northern Labrador (particularly in regard to the alarmingly high incidence of tuberculosis) and is, therefore, prepared to assist the Government of Newfoundland with its Northern Labrador programme.

In view of the above, and as intimated to you during our discussions of March 4 and 5, the essence of our proposal is that the Federal Government discontinue current ad hoc payments

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on account of relief and health and in place thereof assume a major share of agreed non-recurring capital expenditures on welfare, health and education and, in addition, defray the costs of an intensive anti-tuberculosis campaign over a ten-year period.

It is suggested that the details of the above arrangement be worked out within the framework of the following formula:

- (a) The Federal Government to assume 66 2/3% of agreed capital expenditures on Eskimo account and 100% of agreed capital expenditures on Indian account in fields of welfare, health and education; aggregate cost not to exceed \$200,000. (66 2/3% Federal liability re Eskimo account based on relation of 754 "census" Eskimos to 1,200 mixed white-Eskimo population actually to be served).
- (b) The Federal Government (Department of National Health and Welfare) to assume financial and perhaps limited administrative responsibility for a ten-year anti-tuberculosis programme with active assistance of Provincial Department of Health, Grenfell Missions and Newfoundland Tuberculosis Association. The Federal Department of National Health and Welfare to be authorized to provide TB hospitalization in the event Provincial and Grenfell Mission facilities are inadequate. It is estimated that such a programme would involve Federal expenditures of approximately \$275,000 per annum at least during the first years of the ten-year period.
- (c) The Federal Government to discontinue present payments to the Provincial Government on account of relief and health, other than those connected with the anti-tuberculosis programme, as of April 1, 1953.

The net effect of the proposal set out above will be to replace the present Federal expenditures of something less

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than \$100,000 per annum by disbursements which may run above half a million dollars during the next year or so and, thereafter, progressively diminish over a ten-year period. Although this proposal involves large Federal disbursements during the next few years, we are prepared to implement it because we believe it is the best kind of contribution we can make towards the rehabilitation of Northern Labrador which your Government plans to undertake and because it will, at the same time, result in bringing tuberculosis under control which appears to us to be the most pressing problem in that area.

If this proposal meets with your approval and that of your colleagues, the details of the plan can then be worked out by the officials of the Provincial and Federal departments concerned.

Yours sincerely,

(Sgd.) Walter E. Harris  
Minister of Citizenship and Immigration



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c o p y

## PROVINCE OF NEWFOUNDLAND

## Department of Public Welfare

Office of the Minister

St. John's  
January 5, 1954.Honourable J. W. Pickersgill,  
Secretary of State of Canada,  
Ottawa.

Dear Mr. Pickersgill,

Re: Northern Labrador

You now have my telegram of December 31 in reply to yours of December 30. This letter will therefore be a follow-up of our discussion in Ottawa in December (15th and 16th) and will amplify in certain respects my letter to the Honourable Mr. Harris on November 2, 1953.

The points covered in this letter will be mainly three: (1) the anti-tuberculosis campaign, (2) the nursing station at Nain, and (3) relief payments.

(1) I can say that my colleagues and I are fully conscious of the need of immediate action, if the tuberculous patients are to be hospitalized early in 1954.

(2) I understand that it is the view of your colleagues that the construction of the nursing station at Nain should be delayed pending a statement from us on an over-all rehabilitation programme for Northern Labrador. We were well aware of your feelings in this respect when we submitted our proposals on November 2, but we felt then, and we still hold to the view, that the Health proposals we submitted were a unit in themselves and could be implemented without detriment to any over-all plan. Whatever long-term plans are eventually developed, Nain will still be a relatively stable centre of population and, as I have said, what we have proposed will not prejudice in any fashion the total undertaking.

We hope, therefore, that the Government of Canada will see its way clear to assist us this year in the construction of a four-bed nursing station at Nain which, it is estimated, will cost \$65,000.

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(3) From the beginning your colleagues have maintained that relief payments are negative and are not a genuine part of rehabilitation. The Federal argument for their negative character has in fact been carried so far that you would wish us to forego your annual refunds on relief if we could agree on the anti-tuberculosis programme.

You will appreciate the fact that our reluctance to forego these refunds was influenced considerably by Mr. Harris' letter of May 19, 1953, in which he stated: "This proposal also involves provision by our Department of National Health and Welfare of rehabilitation services while patients are hospitalized. It does not, however, include the provision of food, clothing and shelter for TB patients before or after hospitalization nor does it include the provision of similar services for the dependents of TB patients."

If the majority of the TB patients are young people the additional burden imposed upon the Provincial treasury will probably not be too great. If, however, they are breadwinners or mothers with young children, in which case the entire family might have to be separated during the period of hospitalization as well as afterwards during rehabilitation, the additional cost might be considerable. In the latter case the actual payments would be made for Mothers' Allowances and would be the responsibility of the Newfoundland Government. We were and are prepared to accept this additional financial burden, but this together with the loss of the \$34,000 in relief payment was more than we felt we should properly be called upon to undertake at this time.

It should be noted also that the International Grenfell Association will no longer be receiving payments from the Federal Government for the hospitalization of non-tuberculous Eskimo and Indian patients, and that consequently the Province may very well be expected to replace these payments for a further increase in its present annual grants.

We have been led to believe recently, however, that a satisfactory solution will be found to the transportation problem which has been under consideration for some time by the Canadian Maritime Commission. Furthermore, while we have not yet formally discussed the question of a wireless station at Nain with the Department of Transport, I would gather from my conversation with you that an arrangement acceptable to both parties can be worked out here as well. Therefore, taking this over-all situation into account, we are now, albeit reluctantly, prepared to forego the ad hoc payments on relief as well as those on general hospitalization for a five-year period beginning April 1, 1954, if this will make it possible for the Federal Government to implement the anti-tuberculosis programme forthwith.

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In order now to point up the position upon which agreement between us may be arrived at, I think it would be helpful if I referred summarily to Mr. Harris' letter of March 28, 1953, and in particular to his points (a), (b) and (c).

On (a) we as a Province can agree. The particular projects which fall within these three fields (welfare, health, education) cannot be specified at this stage, other than the nursing station at Nain, but in our view this fact need not defer our agreement in principle now.

On (b) we can agree.

Likewise on (c) we are prepared to agree for a five-year period beginning April 1, 1954.

We hope that the proposals we have put forward in this letter will be found acceptable and that we shall hear from you favourably in the near future.

Yours sincerely,

(signed) Herbert L. Pottle  
Convenor  
Committee on Northern Labrador Affairs.

CONFIDENTIAL

Ottawa, March 16th, 1954.

The Honourable Herbert L. Pottle,  
Minister of Public Welfare,  
St. John,  
Newfoundland.

Dear Doctor Pottle,

I refer to your letter of January 5th and to conversations we subsequently had regarding the Northern Labrador question.

You will recall that the original proposal as submitted to you comprised the following three main features:

- (a) The Federal Government to assume 66 2/3% of agreed capital expenditures on Eskimo account and 100% of agreed capital expenditures on Indian account in the fields of welfare, health and education; the aggregate cost to the Federal Government not to exceed \$200,000.
- (b) The Federal Government to undertake an intensive ten-year anti-tuberculosis programme with the active co-operation of the Provincial Department of Health, the Grenfell Missions and the Newfoundland Tuberculosis Association; it being understood, however, that the full cost of such programme would be borne by the Federal Government.
- (c) In consideration of (a) and (b) above, the Federal Government to discontinue the present ad hoc payments on account of relief and health other than those connected with the above mentioned anti-tuberculosis programme.

In your letter of January 5th, you stated that the Newfoundland Government was prepared to accept those portions of the federal proposal set out in paragraphs lettered (a) and (b) above, but that relief and health (other than anti-TB) payments

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should simply be suspended for five years beginning April 1st, 1954, rather than discontinued entirely as we had suggested.

I have taken careful note of the arguments you put forward in favour of greater Federal assistance in Northern Labrador than that contemplated in our proposal of March 28th, 1953. However, for a variety of reasons, not the least of which is the negative character of relief payments, we would prefer to provide such increased assistance on a basis which differs somewhat from that contemplated in your counter-proposal of January 5th.

In brief, I would suggest a revised formula along the following lines:

- (a) The capital expenditure programme to remain unchanged.
- (b) The ten-year anti-tuberculosis programme to be enlarged to a ten-year general health programme. This would mean that not only would our Department of National Health and Welfare conduct a vigorous anti-tuberculosis campaign as previously proposed, but would also bear full financial responsibility for the transportation, hospitalization and treatment of Indians and Eskimos during that ten-year period, regardless of the nature of the illness.
- (c) Relief payments to be discontinued when this plan goes into effect or on a date to be mutually agreed upon.

In my view it is preferable to provide increased assistance in the form of health measures rather than relief. This approach will hold the advantage, amongst others, of ensuring that the health programme is operated more smoothly and efficiently, as no attempt will be made to segregate tuberculosis from other forms of illness. I think you will agree that, in principle, it is undesirable to have the ad hoc relief payments continued indefinitely since the Federal

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Government can exercise no control whatever over the disposition which is made of these funds and this is hardly fair to the tax payers in the other provinces. An added consideration is that relief is administered by the Northern Labrador Trading Operations and it does not seem to me quite proper that the Federal Government should be involved financially in a quasi-commercial Provincial venture.

As I informed you orally during your recent visit to Ottawa, steps are under way to have the Northern Labrador water transportation service taken over and operated by the Canadian National Railways. I have been informed that in 1952 your Government spent the sum of \$57,117.13 on this service.

To sum up the proposal outlined above, the Federal Government would, during the next ten years, be assuming the following financial responsibilities:

Capital Expenditures.....	up to \$ 200,000
Hospitalization and Treatment ....	1,500,000
Water Transportation .....	550,000

Although the above figures are of necessity based on very rough estimates, it can safely be said that the Federal Government may be called upon to spend in excess of two million dollars in Northern Labrador during the next ten years. Following that ten year period the Federal Government will have a continuing commitment of somewhere between 50 and 60 thousand dollars per annum in respect of the water transportation service. In consideration of the above, your Government would forgo the ad hoc relief payments of approximately 35 thousand dollars per annum now made by the Federal Government.

The revised proposal outlined above, as you can see, will afford a substantial amount of financial relief to Newfoundland and should, it seems to me, form an equitable basis of settlement on which we can agree.

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Could you please let me know, at your earliest convenience, whether you are prepared to endorse this revised plan as I would like to submit it as soon as possible to my colleagues for consideration and, I hope, approval.

Yours sincerely,

J. W. Pickersgill,  
Secretary of State.

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The Honourable The Minister of Education

For information.

H. L. P.

*North Labrador*

*Please see p. 23 (A) and March 29, 1954.  
27(A) for replies.*

Honourable J. W. Pickersgill  
Secretary of State of Canada  
Ottawa.

Dear Mr. Pickersgill,

I wish to thank you for your letter of March 16.

May I say that on behalf of the Government of Newfoundland I am prepared to accept the revised formula proposed by you, namely, that:

- (a) The capital expenditure programme to remain as originally proposed in Mr. Harris' letter of March 28, 1953.
- (b) The ten-year anti-tuberculosis programme to be enlarged to a ten-year general health programme, which would mean that your Department of National Health and Welfare would conduct a vigorous anti-tuberculosis campaign as previously proposed and would also bear full responsibility for the transportation, hospitalization, and treatment of Indians and Eskimos during the ten-year period regardless of the nature of the illness.
- (c) Relief payments would be discontinued when this plan goes into effect or on a date to be mutually agreed upon.

For our part, we hope that the plan can be put into effect at the earliest possible date, and we are prepared to accept full responsibility for all relief orders issued on or after April 1, 1954.

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I should like to say that the Government of Newfoundland appreciates very much the proposal to extend the ten-year anti-tuberculosis programme to include a ten-year general health programme. We feel that this more generalised undertaking will bring about the rehabilitation of the people of Northern Labrador more speedily and more effectively than would otherwise have been possible.

I may say that we have recently been advised by the Canadian Maritime Commission that the Canadian National Railway has agreed to operate the Steamship service to Northern Labrador by treating it as an extension to its Newfoundland Coastal Steamship Service. As a result of discussions at the local level regarding the details of this proposed service we have every reason to believe that the service will be superior to that which it has been possible for us to provide in former years, and, as your letter suggests, the Government of Newfoundland will be relieved of the cost and the responsibility for providing the service.

As you know, our House of Assembly is now in session and questions may very well be asked of the Northern Labrador services. It would therefore be greatly to the advantage of all concerned if you could let us know by special air mail or night letter as soon as a decision is reached by your Government.

I should like to take this opportunity of expressing on behalf of the Government of Newfoundland our appreciation of the consideration shown to us by you and your colleagues of the Government of Canada in our joint efforts to provide adequate services for the Eskimo and Indians of Northern Labrador.

Yours sincerely,

  
HERBERT L. POTTE  
Minister.

*Provincial Archives, The Rooms Corporation of Newfoundland and Labrador.  
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NFS - 01142



Ottawa, April 12, 1954.

Hon. Herbert L. Pottle,  
Minister of Public Welfare,  
St. John's,  
Newfoundland.

Dear Dr. Pottle,

Re: Labrador Indians and Eskimos

I have reference to my letter of March 16th and your reply of March 29th regarding the above-noted subject.

As I informed you in my telegram of April 8th, the Cabinet has now approved the revised proposal which I submitted to you with my letter of March 16th and which is designed to delimit, on a long-term and more satisfactory basis, the areas of responsibility of the federal and provincial governments with regard to the Indian and Eskimo population of Northern Labrador.

The main features of the proposal which the Federal Government and the Government of Newfoundland have now agreed would come into effect on April 1, 1954, are as follows:

- (1) The Federal Government to assume 66 2/3% of agreed capital expenditures on Eskimo account and 100% of agreed capital expenditures on Indian account in the fields of welfare, health and education; the aggregate cost to the Federal Government not to exceed \$200,000;
- (2) The Department of National Health and Welfare, with the active co-operation of the Provincial Department of Health, the Grenfell Mission and the Newfoundland Tuberculosis Association, to assume, for a ten-year period beginning April 1, 1954, full financial and, to the extent required, administrative responsibility for the transportation, hospitalization and treatment of Northern Labrador Indians and Eskimos requiring hospital treatment and, during that same ten-year period, to undertake an aggressive anti-tuberculosis programme; and
- (3) The Government of Newfoundland, as of April 1, 1954, to assume all financial and administrative responsibilities for the Indian and Eskimo population of Labrador, including relief, but excluding those matters mentioned in (1) and (2) above and all federal benefits, such as family allowances and old age pensions, which have general application throughout Canada.

I am asking my colleague the Minister of National Health and Welfare to have officials of his department communicate, as soon as possible, with the appropriate officials of your Department of Health in order that the health portion of the new

.....2

Page 1 of 2

NAC, RG 85, Vol. 2080,  
File 1006-5,  
pt. 4

- 2 -

arrangements may be undertaken with the least possible delay. I assume that provincial officials will, from time to time, communicate with the appropriate federal departments with regard to implementation of the capital expenditure programme.

I am very pleased, as I know you are, that this matter has finally been settled to our mutual satisfaction and, I am sure, to the ultimate benefit of the Indian and Eskimo population of Northern Labrador.

May I suggest that this letter and your reply thereto be deemed to constitute an agreement between our respective governments for the implementation of the long-term arrangements set out above.

With kind personal regards.

Yours sincerely,

(Signed) J. W. Pickersgill,  
Secretary of State.

Page 2 of 2

NAC, RG 85, Vol. 2080,  
File 1006-5,  
pt. 4

COPY

PROVINCE OF NEWFOUNDLAND

Department of Public Welfare



St. John's

Honourable J.W. Pickersgill  
Secretary of State of Canada  
Ottawa

Dear Mr. Pickersgill,

Re: Labrador Indians and Eskimos

This letter is a reply to yours of April 12,  
and a follow up of my telegram to you on the same matter  
dated April 9.

The Government of Newfoundland agrees to the  
terms you have set forth in your letter and, for its  
part, will do everything possible to expedite the  
plans as outlined which, as already agreed, should be  
considered as coming into effect on April 1, 1954.

We are happy that agreement has been reached  
on this question of rehabilitation for the northern peoples  
and hope that the total scheme as envisaged now will go  
forward without interruption. I have given already to  
the House of Assembly a statement on this subject and  
it has been well received.

With my warm wishes and kind regards.

Yours sincerely,

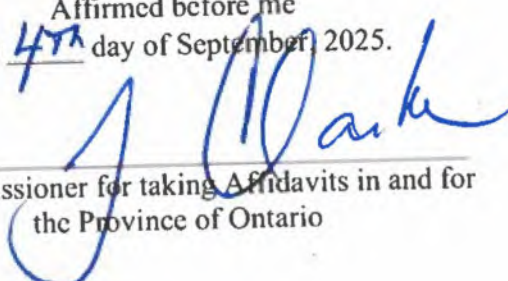
Herbert L. Potts  
Minister

April 26, 1954 MAY 6 1954 No. 484 B.C.S.	DEPUTY MINISTER MAY 4 P.M. Dept. of Northern Affairs & National Resources.
---	---

2024 01G CP 0064

This is **Exhibit 5** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4<sup>th</sup> day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

1036

COPY OF THE AGREEMENT

A17-7-1-1

OFFICE OF THE PRIME MINISTER \* CABINET DUE PREMIER MINISTRE

OTTAWA  
May 25, 1965.121/42-1  
13.  
2  
H5

My dear Premier:

With reference to my letter of August 10, 1964, I am pleased to be able to tell you that the federal Cabinet has now given approval to certain measures of financial support for the programs of your government in its work with Indian and Eskimo residents of the province. I am sorry that it has taken so long to work out these proposed financial arrangements but, as you are aware, there are a number of federal departments involved and the subject has many implications for our current negotiations with the other provinces in the matter of Indian affairs.

As stated in my letter of August 10 last year, we do not wish to disturb the established arrangements for provincial administration of Indian and Eskimo affairs in Newfoundland. Taking this as our starting point, the Cabinet then agreed that Canada should enter into two agreements with Newfoundland, details of which I will outline below, and Canada should, in addition, pay a share of the capital costs incurred by Newfoundland in the period 1959-64 for projects carried out

*The details of the  
provisions of the  
agreements*

The Honourable Joseph R. Smallwood,  
Premier of the Province of Newfoundland,  
St. John's, Newfoundland.

c.c. Minister of Citizenship and Immigration

Original Agreement  
between  
Canada and  
Newfoundland  
1965 to 1970



- 2 -

*Review for  
Agreement*

for the benefit of the Indian and Eskimo people. It is our thought that the proposed agreements should be reviewed and renegotiated at 5-year intervals to ensure that they continue to meet the changing circumstances and needs of the Eskimos and Indians resident in Labrador. Such a review will also permit the agreements to be adjusted as necessary to conform to the changing federal-provincial relations with respect to Indians and Eskimos in Canada.

*Old Agreement*

As a first item, I want to propose to you that the 10-year agreement covering medical and hospital costs for Indians and Eskimos which expired on March 31, 1964, be extended immediately for a further 5-year period with effect from April 1, 1964. This extension would be on the same terms and conditions as the original agreement spelled out in a letter from the Secretary of State to the Newfoundland Minister of Public Welfare dated April 12, 1954, which provided that the Department of National Health and Welfare would assume full financial and, to the extent required, administrative responsibility for the transportation, hospitalization and treatment of Northern Labrador Indians and Eskimos requiring hospital treatment and would undertake an aggressive anti-tuberculosis program. This agreement may be reviewed on April 1, 1969.

*Ind Agreement*

For the second item of agreement between us, we propose that there be a new agreement between Canada and Newfoundland in respect of all provincial expenditures on Indians and Eskimos, other than medical and hospital costs covered in the first item, to provide that:

...3

- 3 -

- (a) Canada will reimburse Newfoundland for 90 per cent of the province's expenditures on Indians and Eskimos, as certified by provincial auditors and subject to federal audit commencing April 1, 1965;
- (b) such reimbursement will not apply to any part of such expenditures which Newfoundland recovers from Canada under any other federal-provincial agreement;
- (c) the total amount of reimbursement made by Canada to Newfoundland under this agreement will not exceed \$1 million per year for the first 5-year period;
- (d) provincial expenditures on programs for Eskimos and Indians will be subject to an annual budget recommended by a federal-provincial committee of officials and approved by each government;
- (e) There will be a continuation of the provisions in the said original agreement (covering capital costs in the period 1954-59) that Newfoundland should bear, without cost-sharing, the full first one third of capital expenditures in the Main, Makkovik, Hopedale and Postville communities. This reflects the percentage of non-Eskimo residents in these communities.

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- 4 -

Since the new agreement will cover both operating and capital expenditures, this provision, therefore, would apply both to operating and capital costs in these communities.

- (f) With regard to capital costs for regional institutions which will serve predominantly white communities as well as Indian and Eskimo communities, the federal 90 per cent share will only apply to that part of the cost representing the proportion of use which the Indians and Eskimos bear to the total enrolment.
- (g) this agreement will be renegotiated at 5-year intervals with the first review to take place April 1, 1970.

In addition to these agreements, it is proposed that Canada reimburse Newfoundland in an amount not exceeding \$255,000, representing 90 per cent of the province's capital expenditure for Indians and Eskimos in the period 1954-64 which totalled \$280,564. This latter figure represents the amount of your capital expenditures as reported to federal officials but adjusted, as in the case of the 1954-59 capital costs agreement, to allow 100 per cent of expenditures on Indian account and 66 2/3 per cent of expenditure on Eskimo account. If this settlement for the period 1959-64 is agreeable to you, we would ask that you accept it as full and final payment and adjustment of Canada's share of costs for capital works in respect of Indians and Eskimos from April 7, 1954, to March 31, 1965, inclusive.

If the proposed terms and conditions set out above are acceptable, I suggest that you sign one copy of this letter which is being provided in

...5

- 5 -

duplicate and return it to me for ratification. This will then constitute the three items of agreement between our two governments in respect of financial assistance for your programs with Indians and Eskimos, and I propose no more formal document unless, in the course of time, the administration of those agreements dictates that any points require expansion or clarification.

If our proposals are acceptable, we will make arrangements for the provision of funds in Supplementary Estimates at the first opportunity so that payments may commence at an early date. I would like to have your comments and suggestions respecting the proposed federal-provincial committee which we think should be chaired by one of your officials and include such representatives as you may wish to nominate. Canada would be represented by officials of the Departments of Citizenship and Immigration and Northern Affairs and National Resources with provision that officials from the Department of National Health and Welfare and the Department of Finance may attend as and when required. The committee would be required to make program recommendations to both governments which, when approved, would then constitute the operational plan and the basis for cost sharing for the ensuing fiscal year.

I would like to suggest that the federal-provincial committee be convened at an early date to review your programs for the current fiscal year so that an approved operational plan can be put forward as the basis for federal payments in 1965-66. Perhaps it would be possible that the committee could, at the time,

...6



- 6 -

clear the program for 1966-67 so that provision might be made for that year in our Main Estimates which are normally put together in September and October.

I will look forward to hearing from you when you have had an opportunity to assess the proposals set out above. I know it is your objective, as well as ours, to see that the Indians and the Eskimos take their place as full participating members of the provincial community, accepting all the responsibilities and receiving all the benefits of other citizens. We hope that the financial provisions which are suggested here are such as to enable your government to proceed with its plan for the social and economic development of the Indian and Eskimo people in the province.

Yours sincerely,

Original signed  
by

L.B. PEARSON

Original signed  
by

AGREED J.A. Smallwood  
Premier of Newfoundland.





THE GOVERNMENT OF THE PROVINCE  
OF NEWFOUNDLAND  
THE PREMIER  
ST. JOHN'S

2 June, 1965

Right Hon. L.B. Pearson, P.C.,  
Prime Minister of Canada,  
Ottawa.

My dear Prime Minister:

The proposals contained in your letter of May 25th regarding financial assistance for Indians and Eskimos in Northern Labrador were accepted at a meeting of Executive Council held on June 1st, 1965 and I am returning a signed copy of your letter as you requested.

The Newfoundland members of the Federal-Provincial committee are: the Deputy Minister of Health, the Deputy Minister of Education, the Deputy Minister of Fisheries, the Deputy Minister of Resources, the Deputy Minister of Municipal Affairs, a representative of the Power Commission, the Director of Northern Labrador Affairs and the Deputy Minister of Public Welfare (Chairman).

The first meeting of the committee will be convened as soon as we are informed of the names of your representatives.

Sincerely yours,

*Joseph R. Macaulay*

*Copy to Director of Northern Affairs  
Respectfully  
The Premier*

*Mr. J. Macaulay  
Mr. T. Hunt*

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NFS-01356 [01-02]

P.C. 1965-1298

CANADA  
PRIVY COUNCIL

The Committee of the Privy Council, on  
the recommendation of the Prime Minister, advise  
that Your Excellency may be pleased to approve the  
written agreements entered into with the Premier of  
Newfoundland as represented by an exchange of letters  
between the Premier of Newfoundland and the Prime  
Minister dated May 25th, 1965, and June 2nd, 1965,  
copies of which are attached hereto.

APPROVED

JUL 14 1965

1965 1298

Canada

COPY  
COPIE

OFFICE OF THE PRIME MINISTER - CABINET DU PREMIER MINISTRE

O t t a w a  
May 25, 1965

My dear Premier:

With reference to my letter of August 10, 1964, I am pleased to be able to tell you that the federal Cabinet has now given approval to certain measures of financial support for the program of your government in its work with Indian and Eskimo residents of the province. I am sorry that it has taken so long to work out these proposed financial arrangements but, as you are aware, there are a number of federal departments involved and the subject has many implications for our current negotiations with the other provinces in the matter of Indian affairs.

As stated in my letter of August 10 last year, we do not wish to disturb the established arrangements for provincial administration of Indian and Eskimo affairs in Newfoundland. Taking this as our starting point, the Cabinet then agreed that Canada should enter into two agreements with Newfoundland, details of which I will outline below, and Canada should, in addition, pay a share of the capital costs incurred by Newfoundland in the period 1959-64 for projects carried out for the benefit of the Indian and Eskimo people. It is our thought that the proposed agreements should be reviewed and renegotiated at 5-year intervals to ensure that they continue to meet the changing circumstances and needs of the Eskimos and Indians resident in Labrador. Such a review will also permit the agreements to be adjusted as necessary to conform to the changing federal-provincial relations with respect to Indians and Eskimos in Canada.

As a first item, I want to propose to you that the 10-year agreement covering medical and hospital costs for Indians and Eskimos which expired on March 31, 1964, be extended immediately for a further 5-year period with effect from April 1, 1964. This extension would be on the same terms and conditions as the original agreement spelled out in a letter from the Secretary of State to the Newfoundland Minister of Public Welfare dated April 12, 1954, which provided that the Department of National Health and Welfare would assume full financial and, to the extent required, administrative responsibility for the transportation, hospitalization and treatment of Northern Labrador Indians and Eskimos requiring hospital treatment and would undertake an aggressive anti-tuberculosis program. This agreement may be reviewed on April 1, 1969.

The Honourable Joseph R. Smallwood,  
Premier of the Province of Newfoundland,  
St. John's, Newfoundland.

1965 1298

- 2 -

For the second item of agreement between us, we propose that there be a new agreement between Canada and Newfoundland in respect of all provincial expenditures on Indians and Eskimos, other than medical and hospital costs covered in the first item, to provide that:

- (a) Canada will reimburse Newfoundland for 90 per cent of the province's expenditures on Indians and Eskimos, as certified by provincial auditors and subject to federal audit commencing April 1, 1965;
- (b) such reimbursement will not apply to any part of such expenditures which Newfoundland recovers from Canada under any other federal-provincial agreement;
- (c) the total amount of reimbursement made by Canada to Newfoundland under this agreement will not exceed \$1 million per year for the first 5-year period;
- (d) provincial expenditures on programs for Eskimos and Indians will be subject to an annual budget recommended by a federal-provincial committee of officials and approved by each government;
- (e) there will be a continuation of the provision in the said original agreement (covering capital costs in the period 1954-59) that Newfoundland should bear, without cost sharing, the full first one third of capital expenditures in the Main, Makkovik, Hopedale and Postville communities. This reflects the percentage of non-Eskimo residents in these communities.  
  
Since the new agreement will cover both operating and capital expenditures, this provision, therefore, would apply both to operating and capital costs in these communities.
- (f) With regard to capital costs for regional institutions which will serve predominantly white communities as well as Indian and Eskimo communities, the federal 90 per cent share will only apply to that part of the cost representing the proportion of use which the Indians and Eskimos bear to the total enrolment.
- (g) this agreement will be renegotiated at 5-year intervals with the first review to take place April 1, 1970.

.. 3

1965 1248

- 3 -

In addition to these agreements, it is proposed that Canada reimburse Newfoundland in an amount not exceeding \$255,000, representing 90 per cent of the province's capital expenditure for Indians and Eskimos in the period 1959-64 which totalled \$280,564. This latter figure represents the amount of your capital expenditures as reported to federal officials but adjusted, as in the case of the 1954-59 capital costs agreement, to allow 100 per cent of expenditure on Indian account and 66 2/3 per cent of expenditure on Eskimo account. If this settlement for the period 1959-64 is agreeable to you, we would ask that you accept it as full and final payment and adjustment of Canada's share of costs for capital works in respect of Indians and Eskimos from April 7, 1954, to March 31, 1965, inclusive.

If the proposed terms and conditions set out above are acceptable, I suggest that you sign one copy of this letter which is being provided in duplicate and return it to me for ratification. This will then constitute the three items of agreement between our two governments in respect of financial assistance for your programs with Indians and Eskimos, and I propose no more formal document unless, in the course of time, the administration of these agreements dictates that any points require expansion or clarification.

If our proposals are acceptable, we will make arrangements for the provision of funds in Supplementary Estimates at the first opportunity so that payments may commence at an early date. I would like to have your comments and suggestions respecting the proposed federal-provincial committee which we think should be chaired by one of your officials and include such representatives as you may wish to nominate. Canada would be represented by officials of the Departments of Citizenship and Immigration and Northern Affairs and National Resources with provision that officials from the Department of National Health and Welfare and the Department of Finance may attend as and when required. The committee would be required to make program recommendations to both governments which, when approved, would then constitute the operational plan and the basis for cost sharing for the ensuing fiscal year.

I would like to suggest that the federal-provincial committee be convened at an early date to review your programs for the current fiscal year so that an approved operational plan can be put forward as the basis for federal payments in 1965-66. Perhaps it would be possible that the committee could, at the same time, clear the program for 1966-67 so that provision might be made for that year in our Main Estimates which are normally put together in September and October.

I will look forward to hearing from you when you have had an opportunity to assess the proposals set out above. I know it is your objective, as well as ours, to see that the Indians and the Eskimos take their place as full participating members of the provincial community, accepting all the responsibilities and receiving all the benefits of other citizens. We hope that the financial provisions which are suggested here are such as to enable your government to proceed with its plan for the social and economic development of the Indian and Eskimo people in the province.

Yours sincerely,

(sgd.) L. B. Pearson

AGREED (sgd.) Joseph R. Smallwood  
J. R. Smallwood  
Premier of Newfoundland



P.C. 1968-598

197



CANADA

PRIVY COUNCIL

The Committee of the Privy Council have had before them a report dated 18th March, 1968, from the Minister of Indian Affairs and Northern Development, representing:

That by Order in Council P.C. 1965-1298 dated July 14, 1965, approval was given to an agreement entered into by exchange of letters between the Prime Minister and the Premier of Newfoundland dated May 25, 1965, and June 2, 1965, respectively, relating to financial assistance for provincial programs for Indians and Eskimos in Labrador other than medical and hospital costs;

That this agreement provided, inter alia, that the Government of Newfoundland would bear, without cost sharing, the full first third of capital expenditures in certain communities named in clause (e) on page 3 of the said letter of May 25, 1965; and

That by an exchange of letters the Prime Minister and the Premier of Newfoundland agreed to adding the name of Rigolet to the communities enumerated in the said clause (e).

The Committee, therefore, on the recommendation of the Minister of Indian Affairs and Northern Development, advise that Your Excellency may be pleased to approve an amendment of the written agreements approved by Order in Council P.C. 1965-1298 of July 14, 1965, by adding to the communities enumerated in clause (e) on page 2 of the letter of the Prime Minister of May 25, 1965, the name of Rigolet (as one of the communities with respect to which the Government of the Province of Newfoundland would bear, without cost sharing, the full first third of capital expenditures) in accordance with the correspondence between the Prime Minister and the Premier of Newfoundland, a copy of which is attached hereto.

*[Signature]*  
APPROVED  
*[Signature]*

Deputy Governor-General

MAR 28 1968

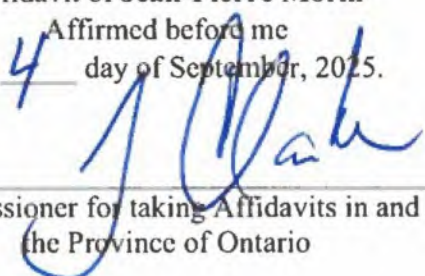


NFS-00395 [00-01]

2024 01G CP 0064

This is **Exhibit 6** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

P.C. 1969-2081



CANADA

PRIVY COUNCIL - CONSEIL PRIVE

178

The Committee of the Privy Council have had before them a report from the Minister of Indian Affairs and Northern Development and the Minister of National Health and Welfare representing:

That by Order in Council P.C. 1965-1298 dated July 14, 1965, as amended by P.C. 1968-598 dated March 28, 1968, approval was given to a written agreement entered into between the Premier of Newfoundland and the Prime Minister dated May 25, 1965, and June 2, 1965, relating to financial assistance for provincial programs for Indians and Eskimos in Labrador;

That the written agreement provides for:

- (a) An extension until April 1, 1969, of a previous agreement, the terms and conditions of which were spelled out in a letter from the Secretary of State to the Newfoundland Minister of Public Welfare dated April 12, 1954, and which provided that the Department of National Health and Welfare would assume full financial aid, and, to the extent required, administrative responsibility for the transporting, hospitalization and treatment of Northern Labrador Indians and Eskimos requiring hospital treatment; and
- (b) Federal-provincial participation in the cost of services (other than medical) provided by Newfoundland to Indians and Eskimos in Labrador according to an annual budget recommended by a federal-provincial committee of officials and approved by each government - the agreement to be renegotiated at five-year intervals commencing April 1, 1970;

...2

P.C. 1969-2081

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- 2 -

That at a meeting of the Federal-Provincial Committee of officials in June 1968 and again in February 1969 it was agreed that it would be desirable to have both parts of the agreement in-phase in future renegotiation and to extend the entire agreement for a further period of five years; and

That the Government of Newfoundland has approved this recommendation by Minute of Council dated June 18, 1969, (MC 456'69) as attached.

The Committee, therefore, on the recommendation of the Minister of Indian Affairs and Northern Development and the Minister of National Health and Welfare, advise that Your Excellency may be pleased to approve

- (a) the renewal until 1st of April, 1970, of the Health portion of the Federal-Provincial agreement relating to financial assistance for Indians and Eskimos in Labrador with terms and conditions redefined as in Appendix A hereto; and
- (b) the renewal of the entire agreement for a further period of five years with effect from 1st April, 1970.

*P. M.*  
*The Senate*

*Approved*  
*Roland Michener*

OCT 29 1969

NFS-01952[01-01]



*Certified to be a True Copy of a Minute of a  
Meeting of the Committee of the Executive  
Council of Newfoundland approved by  
His Honour the Lieutenant-Governor on*

18th. June, 1969

1969-159

P.Welfare 11-'69. Ordered that the proposals set forth in the relevant Submission with regard to (a) the renewal until 1st. April, 1970, of the Health portion of the Federal-Provincial agreement relating to financial assistance for Indians and Eskimos and (b) the renewal of the entire agreement for a further period of five years with effect from 1st. April, 1970, be and they are hereby approved. Order-in-Council 356(c)-'69 is hereby rescinded.

*J. H. Channing*

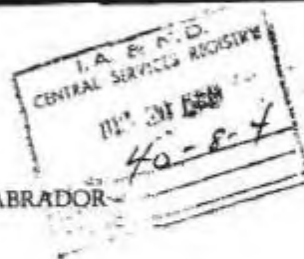
Clerk of the Executive Council.



NFS-01952[00-01]



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR  
DEPARTMENT OF PUBLIC WELFARE



ST. JOHN'S

June 26th 1969

Mr. G.E. Bell,  
Assistant Chief of Federal-Provincial Relations,  
Department of Indian Affairs and Northern Development,  
Ottawa.

Dear Mr. Bell,

I am enclosing a copy of M.C. 456-'69 which approved the proposals contained in P.Welfare 11-'69 regarding the extension of the Federal-Provincial agreement on financial assistance to Indians and Eskimos and the minutes of the eighth meeting of the Federal-Provincial committee on financial assistance to Indians and Eskimos in Northern Labrador which was held on February 6th 1969.

It is my understanding that these minutes have been approved by the federal members of the committee as well as the provincial members and I assume also that when you have reported this to your Minister he will seek the approval of his colleagues of the proposal to extend the agreement and that when this has been obtained the agreement will be confirmed by an exchange of letters between the Prime Minister and the Premier.

Yours sincerely,

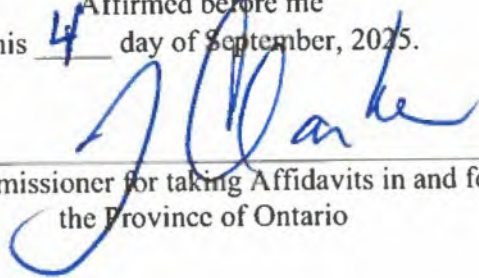
*R.L. Andrews*  
R.L. ANDREWS,  
Deputy Minister.

RLA/hm  
Encl.

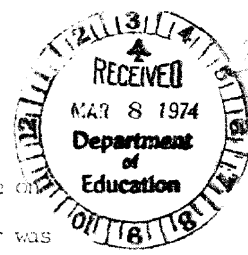
2024 01G CP 0064

This is **Exhibit 7** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



The Seventeenth Meeting of the Federal-Provincial Committee on Financial Assistance to Indians and Eskimos in Northern Labrador was held in the Games Room, Hoyles Home, St. John's, Newfoundland on November 28th and 29th, 1973.

The following were in attendance:

Representatives of the Federal Government:

G.E. Dell, Staff Officer, Indian Affairs.  
 D.W. Simpson, Associate Director, Education Branch, Indian Affairs.  
 Gunther Abrahamson, Northern Affairs Program, Indian & Northern Affairs.  
 D.A. Genn, Indian & Eskimo Economic Development, Indian & Northern Affairs.  
 Vern Gran, Chief Band Management, Indian Affairs.

Committee Members:

R.S. King, Assistant Deputy Minister, Department of Rehabilitation and Recreation, Chairman.  
 G.J. O'Rielly, Deputy Minister, Department of Rural Development.  
 Bart Jack, President, Native Association of Newfoundland & Labrador.  
 Sam Anderson, President, Labrador Innuit Association.  
 Doctor Donald Cant, Deputy Minister, Department of Health.  
 C.J. McCormick, Assistant Deputy Minister, Department of Education.  
 Norman D. Patrick, Deputy Minister, Department of Forestry and Agriculture.

Representatives from other Departments:

A.W. Pike, Director of Labrador Services, Department of Rehabilitation and Recreation.  
 D.G. Pike, Director, Wildlife Division, Department of Tourism.  
 S.P. Wetmore, Biologist, Wildlife Division, Department of Tourism.  
 L.J. Norman, Planning & Priorities Secretariat.  
 D.A. Strong, Director, Division of Environment Health, Department of Health.  
 Carl W. Strong, Director, Environment Management & Control.  
 Department of Provincial Affairs & Environment (represented Mr. David G. Jeans).

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Frank Purey, Director of Administration, Department of Education.

Launce Shirley, Director of Field Services, Department of Fisheries.

By Invitation:

William Anderson, Chairman, Community Council, Makkovik.

J.D. Hunter, Vice-Chairman, Community Council, Hopedale.

F.W. Peacock, Memorial University.

Dr. W.A. Paddon, Director of Northern Medical Services.

A. McLean, Chairman, Native Association, Mud Lake.

R. Lyall, Chairman, Native Association, Happy Valley.

Phil Jeddore, First Vice-President, Native Association of  
Newfoundland & Labrador (also represented Conne River, Native Council.)

Etienne Andrews, Band Council, North West River.

Matthew Rich, Chairman, Indian Band Council, North West River.

Mr. King welcomed all present especially the representatives from the Native Associations and the Inuit Association, and continued with the following statement outlining the background of the Labrador Services Division and how it came into existence.

The Moravian Mission built their first permanent station in northern Labrador in 1771, and soon found that trade and commerce were essential to the development and prosperity of their settlements. Therefore, trading operations were carried on by the Mission until 1926, when an agreement was entered into whereby the Hudson's Bay Company took over the trading operations at all mission stations on the coast. In 1942, following the decision of the company to close their posts in the area north of Cape Harrison, the Commission of Government undertook to carry on the business of supplying the resident population. A Division named the Northern Labrador Trading Operations was set up within the Department of Mines, Agriculture and Resources. This Division was transferred to the Department of Public Welfare (Department of Social Services and Rehabilitation) in 1951 and renamed the Division of Northern Labrador Affairs. This was later changed to Northern Labrador Services Division.

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In 1973 the Division was transferred to the Department of Rehabilitation and Recreation and renamed the Labrador Services Division. When the operations were taken over by the Newfoundland Government the only service provided was the operating of retail trade stores and the fisheries - cod, seal, trout, and salmon. Since 1942 the services have expanded until today in addition to the retail trade stores and fisheries the Division is responsible for:

- (a) the operation of power plants for the supply of electricity to all communities with the exception of North West River and Black Tickle,
- (b) radio communications between settlements,
- (c) fishery development which includes fish plants at Main and Makkovik,
- (d) sawmill and logging operations,
- (e) handicraft centres for the promotion of native handicrafts,
- (f) shipyard at Postville,
- (g) tourist development,
- (h) water and sewage systems,
- (i) housing projects in all settlements,
- (j) the operation of a dormitory for high school students attending school at North West River with accommodations for 72 students.

In addition to the above, the Division has assumed responsibility in the past for the construction of teachers' residences and school additions for the Department of Education.

The following quotation is taken from a brief submitted to the Government of Canada in 1964 by the Department of Public Welfare in co-operation with the Departments of Health, Education, Resources, Fisheries and Municipal Affairs:

"For the benefit of those who may be tempted to eye Government trading in Northern Labrador with suspicion it might be pointed out that in the first place this situation exists only because the peculiar economic circumstances make it difficult or impossible for private enterprise to operate unless heavily subsidized by Government, and

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taking all the circumstances into consideration it seems preferable to maintain and operate the trading establishments rather than subsidize private enterprise to do the job. The margin of profit is low, only about an average of 15% on sales, and this barely covers operating expenses. It does not cover salaries which are paid by the Government. The Officers of the Department of Welfare in addition to managing the trading operations serve as Welfare Officers and take a broad interest in matters affecting community welfare.

In an area where there are no stores, someone must assume responsibility for carrying supplies of foodstuffs, clothing and equipment, otherwise the people will be unable to obtain the necessities of life and the wherewithal to carry on their occupations. At the moment the Department of Welfare is fulfilling this role."

The Division operates in the communities of Nain, Davis Inlet, Hopedale, Postville, Makkovik, Rigolet, North West River and Black Tickle and provides services to approximately 2,500 people. Retail trade stores operated by the Division are similar to stores elsewhere and carry supplies of groceries, hardware, dry goods, clothing and fishing supplies. Purchasing is through the Department of Public Works and Services, and the transportation of supplies and materials is provided by the Canadian National Coastal Services.

In a letter dated April 12th, 1954, the then Secretary of State of Canada, the Honourable J.W. Pickersgill, informed the Minister of Public Welfare of the province of Newfoundland of the main features of an agreement which would come into effect on April 1st, 1954 if the agreement was approved by both the Federal and Provincial Governments. Under this agreement, the Government of Canada agreed to contribute 90% of the cost of capital expenditure on Indian account and 100% of the cost of capital expenditure on Eskimo account. This agreement continued in effect until March 31st, 1959 but despite frequent and urgent representations by the Government of Newfoundland it was not renewed until

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1964. The new five year agreement provided that the Government of Canada would reimburse the province up to 90% of all capital and current expenditure for Indians and Eskimos. However, the province agreed to bear without sharing, the first one-third of capital and current expenditures in the communities of Nain, Hopedale, Postville, Makkovik, Rigolet and Black Tickle. The agreement also provided for a lump sum payment in respect of expenditures on capital account made during the period from 1959 to 1964. The agreement was renewed in 1970 for a five year period.

The original agreement was amended to include Rigolet and Black Tickle, to increase the ceiling on the Federal contribution, and more recently to include Conne River. The agreement made provision for the appointment of a Federal-Provincial Committee which would be responsible for recommending annual budgets to the Governments of Canada and Newfoundland for approval. The Committee has recently been enlarged to take into consideration the restructuring of Government services and by the addition of representatives of the Indian and Eskimo Associations.

The Minutes of the Sixteenth Meeting had been circulated and the Chairman requested discussion on any matters. Following discussion the Department of Health then presented its plans for 1974-75

Doctor Cant, Deputy Minister of Health, asked Doctor Paddon to speak on health care matters in Labrador, as the International Grenfell Association is responsible for these services. Doctor Paddon briefly outlined the work being done by the International Grenfell Association and summarized his requirements for 1974 as follows:

Nain: In this most northerly settlement on coastal Labrador, the population is increasing considerably and this is resulting in an increasing demand on health services and equipment. The nursing station at Nain is no longer able to cope with present demands. There is need to enlarge the facilities at a capital cost of approximately \$100,000. Doctor Paddon stressed the need for a trained Social Worker to help deal with community and social problems of the area.

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Davis Inlet: A public health dispensary, constructed about two years ago, but limited at the time because of insufficient funds now urgently needs an extension which will cost approximately \$30,000. This extension should include three small bedrooms, nurse's living room and office, out-patients department, a two-bed ward, kitchen and storage space. It should be well insulated and easy to heat. There is a resident nurse in the community but no doctor. There is no x-ray machine but one can be flown in for emergency use, if necessary.

North West River: A large in-patient facility with a small out-patient department serves a district covering approximately 400 miles. The North West River Indian community has a population of approximately 500 and the hospital serves the needs of the coastal area from Main to Seal Islands. The out-patient services must be enlarged and laboratory facilities improved and expanded. Approximately \$20,000 is needed for this project.

Excessive drinking is a major problem, especially affecting the Indian communities and the death rate is high in the area because of the heavy drinking. Doctor Paddon stressed the need for Social Worker services and counselling.

Hopedale: The Hopedale nursing station must be enlarged if the increased demands are to be met and an adequate health service provided the community. Last year, the International Grenfell Association treated approximately 1200 patients at the Hopedale clinic and the Doctor felt that such a large number of patients provided justification for more adequate facilities.

The heating system needs to be upgraded and general improvements will cost approximately \$5,000.

Mr. Simpson asked if health services could be financed through the health part of the Federal Provincial Agreement and Doctor Cant agreed to look into it.

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Doctor Paddon stated the International Grenfell Association operates a health ship which is well equipped and x-ray and dental services were provided. He felt the cost of the total work devoted to Indians and Eskimos incurred by the annual operating expenses should be taken into consideration and would amount to an additional \$7,500.

Mr. Strong stated he was concerned with environmental health and in August when he visited the Labrador coast, he was appalled with conditions relating to sanitation. He did not mean to criticize but felt there is a great need to consolidate and integrate government services to avoid overlapping and asked if his suggestions at the Fifteenth Meeting of the Committee had been considered. He stated Nain is desperately in need of sanitary facilities and perhaps instead of major capital expenditure, water systems should be improved and consideration given to sewage dumping systems. At Davis Inlet the sanitary facilities were deplorable with sewage in drains in front of the homes. Health education is needed in native languages and it was suggested posters be put out in Indian and Eskimo. He asked if there was any liason with the Department of Tourism and saw tourism as a means of providing local employment. Mr. Strong reiterated the need to co-ordinate and consolidate the services.

Mr. King stated this is the first opportunity there has been to bring together all Departments with common interests in Labrador. Surveys for water and sewage systems at Makkovik, North West River and Nain have been completed. Priority will be given to the community of Makkovik where there is no water now available. Nain will be the second community to receive attention. Doctor Paddon stated he was very pleased with the results of the Gander Conference, especially with respect to water and sewage.

Mr. Bell stated the amount that could be claimed under the Agreement had been increased to \$1,500,000 from \$1,000,000. Before approval was granted a team from The Department of Indian and Northern Affairs had visited the communities covered under the Agreement and also headquarters and had made a favourable report. The question was asked if this report could be tabled at a

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Federal-Provincial Committee Meeting and Mr. Bell was of the opinion it could be made available to the Members of the Committee.

Mr. McCormick, Department of Education, stated a priority list of capital expenditure was worked out with the school boards. Items to be submitted this year include:

Gymnasium for Hopedale	\$250,000
Teachers' Residence, North West River (Under Construction)	40,000
Duplex to be added, North West River	50,000
Teachers' Residence, Rigolet	30,000
Reconstruction and repairs to foundation of	
Malkovik school	25,000
Renovations of room in Main school as industrial art centre	20,000
Replacements of schools, Hopedale & Main	120,000
Total	<u>\$535,000</u>

He also stated that the current operating costs are increasing which will mean an increase in the operating budgets for 1974. Efforts will be made to relate more to Indian and Eskimo situations and communities will be encouraged to do more locally. With the added use of teachers' aids to enable residents in their own communities to retain their language and culture operating expenditures of \$12,000 will be required. An amount of \$3,000 would enable a start to be made in training local people as teachers in their own localities. The overall operating and maintenance increase is between \$120,000 - \$180,000. The settlement of Conne River is under the Humber-St. Barbe School Board and they are concerned about being included in the Agreement. Requests for assistance have been received from the area but no amounts have been estimated as yet.

The Education Committee of the Native Association submitted a brief to the Department of Education in which they outlined a project which they would like to undertake over a period of approximately five months

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and would cost approximately \$20,000. They would like to have the opportunity to visit the schools in Newfoundland where native children are being educated and endeavour to ascertain what is wrong with the present system and what changes can be made for their benefit; to visit other provinces and territories to study first hand what is being done in the field of native education; to study the curriculum presently being used in the Newfoundland schools; to work with the Department of Education, Memorial University and School Boards in an effort to find ways and means that will raise the standard of education of the children; and to present the Department of Education with a list of proposals for the improvement of education in the native schools.

Another proposal to be considered as a special assignment was to engage a person to work with the Indian and Eskimo populations to develop a curriculum and to work as a liason with the University, School Boards and the Innu Association. This could only be accomplished if assistance for the salary is forthcoming.

Mr. Simpson complimented the Association on their report and stated approval had been received to include Conne River in the Agreement for expenditures in 1974 - 75. However, for the current year all the money has been budgeted, but if any supplementary funds are received an amount may be claimed by the presentation of vouchers. Mr. Simpson suggested they keep in touch with Mr. Pike and also stated the brief on education is in line with the new policy on education. It was suggested the Native Association and the Innu Association work together. Mr. Simpson continued to say that with respect to the specific assignment contained in the brief and the liason worker, both would have Federal support.

Doctor Packon asked regarding the basic education policy for the Indians and whether any thought had been given to teaching them in their own language. There is not an Indian teacher at North West River. Mr. Simpson stated he could make a booklet available showing the new policy on Education. The policy is:

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- (a) the responsibility for Indian education rests with the desires of the parents, including the language they will be taught in,
- (b) local policy rests with the community,
- (c) department will include cultural education in curriculum.

Mr. McCormick stated these things had been discussed and the Native People and Government would have to work together to implement this aspect of education. Mr. Simpson commended the Department of Education for having taken steps to initiate this policy.

Mr. Jack stated the brief presented was on behalf of the Native Association and the Innu Association. Mr. Norman supported co-ordination of relating segments. He wondered if consideration could be given to the training in the field of dental assistants. Maybe something could be done through the Vocational School in Happy Valley. Education would support any venture in extra-mural services.

Doctor Paddon stated there was a great need for a trained dental mechanic and he hoped to have an Indian girl trained. If para medical training for natives could be developed, it would receive support. Mr. Simpson said one part of the policy is training on the job.

Doctor Peacock stated he worked with the Moravian Mission for thirty years. Native cultures have been destroyed all over the world but the Moravians insisted the language should continue. In order to preserve the language he was teaching Eskimo at Memorial University and during the past two and one-half years thirty to forty young people have learned the Eskimo language. Many students are doing linguistics and some Geologists have learned Eskimo and have returned to the North. A dictionary is in the process of being typed. It contains English/Eskimo, Eskimo/English, synonyms for Eskimo scholars, Moravian script and phonetic spelling. Doctor Peacock requested assistance with funding to publish the dictionary and a continuous grant to the University to survey and investigate the Indian and Eskimo language.

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Mr. King stated the possibility of a grant and funding from the Department of Education would be investigated. Mr. Simpson stated any of these kinds of programs which are operating under the Indian Act they would support if sponsored by the Native people, and if they agree this is what they want done.

Mr. Abrahamson stated they were very interested in the publishing of text books and dictionaries in the Eskimo language and are anxious to assist. Funds could come through this Committee. The question was asked if these funds could include the cost of distribution and revision. This will be determined and Mr. Abrahamson will advise on the matter.

At the afternoon session Mr. King distributed some background information on the functions of the Labrador Services Division to the Committee.

#### Indian Economic Development Fund

Mr. Genn explained the Fund was simply a part of the total of the Indian Economic Development Program. The \$50 million Fund is designed to assist the Indians in developing and expanding viable business opportunities and provide job opportunities. It was suggested someone from Ottawa might visit the Indian communities with a representative from the Province to have a look at them in connection with assisting preparing business plans and requests for financing from the Indian Economic Development Fund or other sources of credit. A significant change has taken place recently. The Department used to recommend different programs which were not always accepted by the communities. Now there is more community independence and development is initiated by the community groups. The Indian Economic Development Fund has four principal features: Guarantees, Loans, Grants and Management Advisory Services which Mr. Genn explained in detail. Provision of managerial and technical services can be provided or arranged through the Fund. It may be desirable that someone should visit the communities and thoroughly investigate economic viable projects which could be turned into businesses that the residents could carry themselves as community ventures. The Department of Regional Economic Expansion should be interested and the Branch would like to have them involved. It was suggested that as much potential aid from all Departments and Agencies be considered as a resource when planning the budget to be included under the Agreement.

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Mr. O'Reilly enquired as to the interest rate on loans and was informed 6½% for the first \$25,000 and 8½% beyond \$25,000. For the Grants program it depended on the situation and the man years of employment created. This is a program for registered Indians of which there are none in this Province. Mr. King wondered if an amount from this Loan Fund or Economic Development Fund could be included for our program and under our Agreement, and thus be reimbursed from Ottawa.

It was suggested the creation of a Provincial Source of financing may be preferable. As stated before, by Mr. Genn, all programs are oriented to registered Indians and there are no registered Indians in this province. Efforts have been made in the past to prevent division by helping the whole community rather than certain segments in the community. In this province we are responsible under the B.N.A. Act and not the Indian Act. It was felt it would be desirable to establish a loan source funded by the Federal Government but have it administered by the Province, and identify part of the Agreement for grants. Mr. O'Reilly stated the Newfoundland & Labrador Development Corporation may be utilized to advantage. Mr. Norman enquired as to how a Provincial - Federal study could be funded. Mr. King stated that our programs are not as broad and inclusive as they are in other parts of the country and studies will be made to see if they can be integrated into the Agreement. Mr. Genn said the Loan Fund may not be the type of tool that may be required and may not be the best. A committee will be formed to study available loans and grants and ways and means of obtaining them. Mr. King agreed to name a Committee before the meeting concluded.

Mr. Genn suggested the Committee consider adding the classification "Economic Development" as a separate category when future budgets were presented. In addition perhaps problem areas could be more specifically defined and measurable objectives established.

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Mr. Abrahamson outlined the services provided to Eskimos.

(1) Eskimo Loan Fund

This fund, established in 1953, is federally funded and administered by two Eskimo Loan Advisory Boards' one having jurisdiction in the North West Territories , and the other in the Provinces of Canada. Loans are made at 5 per cent simple interest, to promote the commercial activities of Eskimos. The Eskimo Loan Fund is now established at \$1,800,000 and is a revolving fund.

(2) Contributions for Eskimo Economic Development.

Loans provided through the Eskimo Loan Fund are made available on standard lending terms. The conditions under which the loans are provided, are designed to meet specific problems encountered by Eskimo businessmen, e.g. lack of access to regular source of credit and finance. Thus, while conventional lending principles are applied to loans, the contributions attempt to provide the flexibility and finances necessary to meet the economic problems faced by people in developing, or expanding, business operations. These contributions are not recoverable, and are generally provided to cover all or part of the cost of basic infrastructure associated with an economic development project, the financing of planning specific projects, and associated start-up costs.

(3) Eskimo Small Boats Assistance Grants Program

This Program was established in 1963, to assist Eskimos to acquire boats for marine resource harvesting, transportation of tourists, or work under charter. Grants are made for up to 40 per cent of the approved cost of a boat, including equipment, or for \$9,000 whichever is smaller. In addition, all costs of transportation in excess of 10 per cent of the purchase price of the boat including equipment, may be made. A total of \$15,000 is currently provided in estimates for these contributions.

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(4) Grants to Individuals or Organizations for the Advancement of Eskimo Culture

This is a federally funded and operated program. Grants are made to Eskimo individuals or organizations for what may be generally described as the advancement of their culture. Grants are made only if funds for the purpose may not be obtained from any other source. Grants have been made to permit artists to travel, authors to write, and to others in various fields of cultural expression. \$30,000 is provided in current estimates.

Newfoundland has not applied for any Grants. It was pointed out that interest rate on loans to Indians was 6½% and to Eskimos 5%. The limit is \$25,000 but it may be exceeded. Mr. Pike stated the Labrador Service Division has been making credit advances interest free to Eskimos and others for programs we administer for a number of years, and on extended pay back terms. The amount is determined by what is needed and 20% down payment is required.

Mr. Norman asked if we would be looking at social consequences of a beneficial plan as well as economic effects. Mr. Pike said we cannot look at an extension to the Agreement without looking at this.

Indian Band Core Funding

The purpose of the "Core Funding" is to:

1. Provide honoraria to Chiefs and Councillors
2. Provide travel expenses primarily for on-reserve travel
3. Provide basic office expenses (rental, heat, light, stationery, telephone costs, etc.)
4. Provide minimal support staff (secretaries, etc.) to Band Councils
5. Minimal professional services

The Department is responding to the wishes of the Indian People in supporting their request to manage affairs on reserves or develop local government to the maximum extent possible at the rate they want to develop in accordance with Federal legislation. At the present time, Indian Bands are managing programs on their reserves and in communities in excess \$40,000,000 and in addition are managing several million dollars of their own Band Trust Funds.

Core Funding amounts are considered to be fairly generous, with bands of over 1,200 population receiving \$35,000 and bands of 200 or less will receive approximately \$125.00 per capita. In addition, bands

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in isolated areas will receive additional amounts on the Canada Cost index of price differentials in such areas. The total cost of the Core Funding program will be approximately six to ten million dollars, excluding Nfld. at present. Treasury Board must be satisfied through audits that money provided has been spent for purposes authorized. The Chief and Council can determine the amount to be spent for each item. Mr. Gran gave some further information which dealt with the Department's Housing Programs for Indians of which there are four.

The Subsidy Housing Program

Provides assistance to individual Indians up to a maximum of \$10,000. Band Councils make all decisions as to who qualified for assistance by establishing a priority list each year. National housing standards must be met and Bands can get the funds to operate this program on an annual basis themselves if they so desire.

Capital Housing Program

Band Councils can, if they so desire, undertake this program usually on a five year phased basis. The Department will provide funds to enable Bands to meet their total housing requirements over a five year period based on a maximum contribution of \$10,000 per home. This includes homes for new projected family formations during the five year period as well. Bands undertaking this program are expected to develop a rental and/or rental purchase scheme so that they will be able to meet future housing requirements for the members of the Band from funds accruing as a result of these rentals or sale of houses to Band members as the case may be. Normally, under this scheme, Indian people on welfare assistance only contribute what they collect for shelter allowance as rent for the dwelling they occupy.

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On-Reserve Housing Program

Under this program individual Indians can get subsidy assistance, on approval of the Band Council, up to a maximum of \$10,000 and also be provided with additional CMHC funds on a regular CMHC loan basis to build more adequate or elaborate homes, providing they are employed and can satisfactorily meet payments on the loan from CMHC.

Indian Off-Reserve Housing Program

Indian people who move to villages, towns and cities off the reserve and who secure permanent employment can qualify for conditional grants up to a maximum of \$10,000 plus a CMHC loan to purchase or construct a home in the village, town or city in which he has secured employment. The conditional grant is based on a ten year period and one-tenth of the grant is waived each year he occupies the house and meets his mortgage payments to CMHC. If he does so for ten years, the whole \$10,000 becomes an outright grant.

A discussion followed as to the houses being built in Labrador and it was pointed out that the cost of the houses for the natives was given as \$3,000 whereas for management they cost \$15,000. It appeared the houses were being built without provision being made for services and they were inadequate. Health menaces result from these conditions. Mr. Pike stated that there appeared to be a serious discrepancy in those figures and said that last year the houses cost \$17,000. They were well insulated and considered adequate.

A water system only was to be installed in Makkovik but Mr. Anderson asked if consideration could be given to a modified sewage system so that both services could be worked on at the same time when the project got underway. Mr. Strong stated this was a dire necessity from a public health point of view and asked consideration be given to a sewage dumping spot. Mr. Dell said the Agreement is not restrictive and the Federal Government acts on recommendations of the Provincial Government.

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Mr. Pike stated services will not be brought up to the standard at which they should be until minimum standards are set. The representative from Municipal Affairs said that the Department would set standards and will make recommendations to Labrador Services Division. Community planning has been established for each community in Labrador.

Mr. Gran said in all cases Indian people make their own decisions re housing in accordance with national housing standards. Mr. Noonan asked if it was possible to get funding for training in house building programs, and was informed there are many training programs.

Grants to Native Groups for travelling costs to conventions, meetings, etc.  
Prior to the formation of the Native Groups there were no requests for travelling expenses to attend conventions, carry out research projects, etc. and no provision has been made to meet these requests. Core funding through the Secretary of State does provide some such funding for office rental, salaries and newsletters. Travel expenses is one of the most difficult things to fund and could be related to specific activities to be carried out.

The first item to be discussed at the meeting on Thursday, 29th, was Community Involvement in Program and Project Planning. Mr. Pike throw out for discussion how more input could be provided in a practical way and more involvement by communities and community councils in planning policies and programs. Mr. Gran said the policy of the Federal Government is to let people make their own plans. Core Funding is to provide Band Councils with funds and they sort out local priorities, and each and every resident in the community should be involved. Every effort should be made to see the local committee has total input. Mr. Pike feels things are being done for the people and not by the people.

Mr. Strong asked the difference between a Band Council and a Community Council. In Indian settlements there is a Band Council. North West River is the only settlement where both are concerned and there are three

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representatives of each - natives and settlers. Mr. Jack, North West River, said there is no friction, both work together and each benefits from the other. Oonne River has natives and Band Council representatives on the Community Council. Mr. Anderson, Makkovik, stated the Community Council is elected by secret ballot by the community and they have public meetings and vote on proposals. Mr. O'Rielly said there are Regional Development grants available to fund community pilot projects to assist in Regional Development - the objective being to get people involved. There are three Field Workers in Labrador: one at Happy Valley and one at both Port Saunders and Cartwright who deal with loan programs, interest free up to \$10,000. There is also ARDA funding on a 50-50 basis. He could see up to \$30,000 development funding on the Labrador coast.

Mr. Gran would like to be made aware of all programs so that there is no overlapping as this should be avoided. They should know what all provincial programs are. Mr. Pike stated this is a developing situation proposed by Mr. O'Rielly and has not been ongoing. Mr. King said he hopes to form a committee with representatives from every Department of Government involved, a representative from the Native Association and Labrador Services to discuss all programs available. All programs could then be channeled through this Committee.

A pilot project was started in Davis Inlet by Rural Development for trapping and a report will be submitted when the project is completed. Funds allocated do not have to be spent this year. Mr. King said there was a program started at North West River in 1958 to send people inland to trap and lake fish, but it was discontinued in the early 60's. The Native Association re-activated it this year.

Mr. Bell enquired of the inter-departmental committee, the procedure to form it, and its priorities. Mr. King reiterated he hoped to name the committee before the meeting closed, and may subsequently have to seek Cabinet approval. He stated Labrador Services have been making all the decisions for years, but now received assistance from the Community Councils.

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Mr. Patrick recommended co-ordination among all field staff in Labrador and the members of the communities.

The Department of Municipal Affairs was not represented and Mr. Strong asked if their role with Labrador Services could be clarified. Obviously, there needs to be a stronger thrust by Municipal Affairs and Highways.

Labrador Services have spent money that should have been spent by Municipal Affairs, that could have been available for other projects. Mr. Wetzell would like all funds and services co-ordinated through Labrador Services. Mr. Gran would be happy if co-ordination would take place through Labrador Services and stated they are all very impressed with accomplishments during the past.

Mr. Dart Jack read a brief on behalf of the Native Association of Newfoundland and Labrador and the Labrador Inuit Association. Copies were distributed to all present and a copy is attached for the records. Mr. Simpson congratulated the Associations on the presentation of such a complete report.

Mr. Strong asked Mr. Jack how health workers would be trained and what their roles would be. Sanitation, food handling, water treatment are basic needs. The International Grenfell Association is at present responsible for health care. Mr. Jack replied that in Nova Scotia he saw community court workers and health workers functioning quite well. Training and salaries were provided and paid by the Department of National Health and Welfare. He was speaking for North West River only. The Native side is isolated eight hours a day. Mr. Pike asked Mr. Jack if there would be any difficulty in recruiting suitable people for communities in Labrador as the Division has experienced great difficulty in getting trained and suitable personnel.

Mr. Jack was of the impression if the Band Council was involved it might help the situation.

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Mr. King mentioned the standards set for entrance to the Trade Schools and stated the need for trained electricians, plumbers, mechanics etc. Mr. Gran pointed out how some programs work in other provinces. For example Indian Bands in Ontario are recognized as Municipalities for purposes of Welfare Administration. Some Bands in Ontario administer welfare assistance under Provincial Administration. Indian welfare personell are trained by the Province and have done a good job. Mr. Jack would like this arrangement for Band Councils in Labrador.

Mr. Pike spoke of the sawmill in North West River which did well in 1973 compared to other years as far as production was concerned. Because of the Northern Allowances which have to be paid the profits will be used up. The real benefit is the employment provided for the area and 99% of the employees are native to the area. Other topics discussed were: Crown lands - land use and occupancy, Forest inventory of Labrador - one done this past summer with the support of the Federal and Provincial Government, Fish stocks - if outsiders go into Labrador to fish, to whom should the local people voice their objection or complaints, Game laws - Nain residents can hunt caribou but not North West River.

Referring to the establishment of fishing and hunting camps it was pointed out that with aerial photography it is not difficult to tell what is going on with regard to building. Federal fisheries are responsible for all fishing operations. Mr. Gran suggested that regarding land use for native people it would be advisable to consult with Mr. Patrick and Labrador Services. Mr. Wetzell and Mr. Anderson stated many people feel they should have rights to game. He went on to say that an application for a loan to start a fishing camp in the Makkovik area where their ancestors had fished for years had been made, but no reply was received. He felt outsiders were coming in and taking money away from Labrador.

Mr. King would like to set up a loan fund or grants under the present Agreement and this would solve some problems. Mr. Anderson asked if funds were available through Rural Development to set up fishing camps in the natives own areas to prevent outside interests from coming in, and Mr. O'Reilly felt it could be financed, maybe under a grant system.

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Mr. King asked for reports from representatives of the Community Councils. Robert Lyall read a report from the Happy Valley-Mud Lake Native Council. A copy is attached. A list of requirements from the Postville Council was read by Mr. Wetzell. A copy is attached. Mr. Pike read a telegram from the Black Tickle Improvement Committee. They regretted not having a representative at the meeting and confirmed their desire not to resettle and requested continued support and assistance from Labrador Services. Three houses were built in that community and fishing facilities improved last year. There was no construction this year pending a decision on relocation of settlement. Mr. William Anderson, Chairman of the Community Council at Makkovik, stated sewage should be fully investigated and if work is to start on the water system next spring, consideration should be given to both water and sewage systems. Additional consideration should be given to housing, especially with regard to the installation of water and sewage. Also the sites around the houses that have been constructed should be cleared away of debris.

Mr. J. Hunter reporting for Hopedale said a water and sewage system was needed as well as houses; also an ice making machine as there are no storage facilities for ice for fish handling purposes. Mr. King said Hopedale is a problem as far as a water and sewage system is concerned because a greater part of the settlement is built on solid rock.

Rigolet was not represented, but Mr. King spoke to the effect there were similar problems in that community as in the others. Philip Jeddore spoke for Conne River. He hopes Conne River will be considered when the budget is drawn up. The essential needs are a mill, teacher's residence, library, water and sewage system, a bridge and forest access road. Mr. O'Reilly felt the results of any research should be available to the Committee and the first priority for any settlement should be water and sewage.

Mr. Grant who was leaving to return to Ottawa thanked the Chairman for the invitation to the meeting and complimented him for the way Labrador Services is working with the Native People. He especially

thanked Messrs. Jack, Wetzell and Anderson for the reception he received from them and complimented them on the brief they presented. He was glad to meet the representatives of the other Provincial Departments. He stated Messrs. Bell and Simpson had authority to speak for his Department. Mr. Gann also expressed thanks for the invitation and said he had enjoyed his first trip to our Province very much. Mr. King thanked both for coming and said they would be hearing more from us.

At the afternoon session Bart Jack spoke for Matthew Rich, North West River, at the request of Mr. Rich. They appealed for an interim grant to operate the Band Council; there is no office equipment; recreation facilities are needed which might help prevent some delinquency; some communication with brothers and sisters in Davis Inlet, such as periodic meetings in neighbouring communities would be desirable. Etienne Andrews also stated funding for Band Council was necessary. One pump only in the winter provided drinking water and there was no fire fighting equipment. Mr. Pike stated there was no provision in the budget for Band Core funding. Office facilities have been provided in North West River but to date they have no supplies. Mr. Jack was asked to see Mr. Pike before returning home and no doubt a limited supply could be made available.

Mr. Jeddore enquired as to the formula for reimbursement for Conne River where there is a 95% Indian population and was informed it would be 90% of 80% if the list of Indians already submitted was accepted. Mr. Bell said they would accept the decision of the Chairman.

Mr. Pike made a report on the year's activities to date:

Main: A start has been made with tourist development at Voisey's Bay. A tourist lodge has been completed and only interior work is left to be done and the installation of the heating equipment. A small building to house guides and a small power house have been built. The lodge is self sufficient - 4 bedrooms, lounge, sitting room, dining and kitchen facilities. It has been approved by the Department of Tourism and will be ready for operation next year. It will be used during the hunting and fishing seasons and will provide employment for local people.

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This has been a good year for salmon fishing and char production. There is insufficient holding space and the plant is being enlarged for two additional holding units. Eight houses are being built and are near completion and two teachers residences are being built on contract. A replacement for the depot buildings destroyed by fire last December has been commenced. It will be 80' x 144' of cement and steel, and should be completed next year. In the meantime, a temporary building has been put up over the old basement and we will operate out of this building during the winter. A 175 KV power plant has been installed. A 250 KV plant was installed last year, so there is adequate power.

Davis Inlet: Problems in operations relative to staff have been experienced. The staff are not prepared to stay and there are social problems. Fishing participation has been limited and there is more potential than is being exploited. A Community Worker may be going there to live and in this respect the Native Association may be able to assist in finding a suitable candidate. A new staff house is being built in Davis Inlet to enable a married Store Clerk to move his family in.

Hopedale: Excellent fishing with salmon and char and there is potential for turbot. Ice facilities and holding space are needed. An application has been made for ice making machines. Three houses have been built by local foremen and workmen and a teachers residence completed on a contract basis for the School Board. A new 125 KV went in Hopedale and there is a 75 KV unit as a standby.

Makkovik: The fish plant commenced processing fish on July 5th, 1973 and the salmon and char were of number one quality. The Nain and Makkovik plants are up to the minimum standards required by the Federal authorities, and are runned by local labour. It is estimated Nain processed 200,000 lbs and Makkovik 160,000 lbs. The facilities may be used for more than salmon and char. Site and route clearing have been done for the water system, and drilling equipment is on site. An LIP grant has been applied for. Foundations have been laid for a bunk house and cook house. Three houses have been built under contract by the Community Council.

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Postville: One house has been built. It was a good fishing season, the quality of the fish was excellent and the fish was processed at Makhovik. A shed for boat building was completed during the past three years and it is intended to build longliners and several smaller boats. Assistance under IFAP has been requested to get the boat house in operation for a training program. There is potential to secure all materials locally. Two 75 KW units from Makhovik have been moved into Postville replacing two 50's.

Rigolet: Three houses have been built. The school of two classrooms with a basement department for a teachers residence has been completed and a well has been dug for water for the school. Plumbers and electricians have completed all their work in the area. Two 50 KW units were installed. A small sawmill project may be built up. Local interest needs to be generated and fishing should be encouraged.

North West River: No building project. Main source of employment is the sawmill and logging operations. A training program for up to 24 people for ten weeks was conducted by Canada Manpower. This was reflected at the sawmill. At least two found employment with the Linerboard Operations. Production at the sawmill is up 100% over last year and we are now able to supply lumber to the depots.

Black Tickle: No work done this year. Fishing was good in the area. We were awaiting a decision on relocation, but now know the residents wish to remain in Black Tickle.

Mr. Pike then presented the estimated capital expenditure for 1974-75 with the revised figures for 1973-74.

	<u>1974-75</u>	<u>Revised 1973-74</u>
913-07-01 - Depot Buildings	\$ 430,000	\$ 350,000
913-07-02 - Boats and Vehicles	132,000	77,000
913-07-03 - Power Plants and Refrigeration	65,000	60,000
913-07-04 - Sawmill Machinery and Equipment	180,000	2,000
913-07-05 - Housing - Eskimo and Indian	500,000	350,000

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	<u>1974-75</u>	<u>Revised 1973-74</u>
913-07-06 - Dormitory, North West River	20,000	293,000
913-07-07 - Radio Equipment	17,500	2,000
913-07-08 - Water and Sewerage	600,000	200,000
913-07-09 - Depot Furnishings & Equipment	10,000	7,000
913-07-10 - Fishery Premises & Equipment	200,000	175,000
913-07-11 - Children's Home, North West River	250,000	-
	<u>\$2,404,500</u>	<u>1,416,000</u>

Health and Education estimates will be added to our capital expenditure estimates.

Mr. Simpson thought the budget should be considered at the June Meeting and suggested a five year forecast be considered. Mr. King named the following for the Agreement and Budget Committees:

Agreement: R.S. King, Chairman  
 Vern Gran, Federal Representative  
 Don Simpson, Federal Representative  
 Gerri Bell, Federal Representative  
 G. Abrahamson, Federal Representative  
 A.W. Pike  
 Gerry Metzell  
 Sam Anderson

Budget: R.S. King, Chairman  
 G.J. O'Rielly  
 Deputy Minister, Department of Municipal Affairs  
 Deputy Minister, Department of Health  
 Deputy Minister, Department of Education  
 Deputy Minister, Department of Forestry and Agriculture  
 Deputy Minister, Department of Tourism  
 Representative from Inuit Association  
 Representative from Native Association

It was felt a draft of a new Agreement should be prepared before June to be discussed at the June Meeting and that the Budget Committee should set up priorities.

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Mr. King felt the past two days had been very fruitful and very beneficial. A lot of ground was covered as well as a variety of items discussed. The new members have a better understanding of what Labrador Services have been endeavouring to do and we have a better knowledge of what the Native Association and the Inuit Association need and what their problems are. They know what they want and have reached the stage where they can tell us what they need. There is always a lack of money, but we will endeavour to have the Agreement changed to get more funds.

The Federal representatives were thankful for coming as well as the people from the coast. Messrs. Bell, Simpson, Abrahamson, Jack and Anderson all expressed their thanks and pleasure for being able to attend the meetings which they felt had been very worthwhile.

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The twenty-third meeting of the Federal-Provincial Committee on financial assistance to Indians and Eskimos took place on December 9, 10 and 11, 1975. The meeting began at 9:30 a.m. on December 9, at the Hoyles Home, Portugal Cove Road, St. John's and the following people attended all, or part of, the three day session.

Mr. R. S. King (Chairman)	Department of Rehabilitation & Recreation
Mr. G. E. Bell (Co-chairman)	Department of Indian Affairs and Northern Development
Mr. A. W. Pike	Department of Rehabilitation & Recreation
Mr. F. Roberts	Labrador East School Board
Mr. D. W. Simpson	Department of Indian Affairs and Northern Development
Mr. J. B. MacNeil	Roman Catholic School Board, Labrador
Mr. F. Higdon	Newfoundland and Labrador Hydro Commission
Mr. W. F. Dyer	Newfoundland and Labrador Hydro Commission
Mr. D. A. Davidson	Department of Indian Affairs and Northern Development
Mr. G. Abrahamson	Department of Indian Affairs and Northern Development
Mr. J. Wetzel	Conne River Native Enterprises
Miss M. John	Indian and Metis Association of Nfld. & Labrador
Mr. B. Tricco	Department of Municipal Affairs and Housing
Mr. D. Howell	Department of Health
Mr. G. O'Reilly	Department of Rural Development
Mr. S. Hoddinott	Department of Forestry and Agriculture
Mr. H. Chapman	Department of Indian Affairs and Northern Development
Mr. R. Whitebean	Department of Indian Affairs and Northern Development
Dr. L. Hirtle	Medical Services, Department of National Health and Welfare
Dr. W. A. Paddon	International Grenfell Association
Mr. M. Gushue	Department of Secretary of State
Mr. G. Hyslop	Department of Secretary of State
Mr. R. T. Matthews	Department of Provincial Affairs and Environment
Mr. C. J. McCormick	Department of Education
Mr. D. G. Pike	Department of Tourism
Miss Ann Maggo	Labrador Inuit Association
Mr. W. Edmunds	Labrador Inuit Association
Mr. D. Brice-Bennett	Labrador Inuit Association

Mr. T. Fudge	Department of Rural Development
Mr. B. Jack	Committee Representative
Mr. E. Andrew	North West River
Mr. G. O'Brien	Legal Counsel for Conne River Native Enterprises
Mr. C. Marshall	West Coast Native Concern Association
Mr. A. Mitchell	West Coast Native Concern Association
Mr. J. Mitchell	West Coast Native Concern Association
Mr. H. Isaacs	Department of Fisheries
Mr. M. Hobbs	Special Advisor, Conne River Native Enterprises
Mr. Penute Antuan	Interim President of Naskapi Montagnais Association of Labrador

Mrs. J. Crawford acted as Secretary

The Chairman extended a word of welcome to all in attendance and asked each person to identify himself. He then asked if there were any comments on the minutes of the last meeting.

Mr. Simpson said he had two comments. The first concerned paragraph 8 on page 8 with respect to teacher aids. Mr. Simpson said he understood that five had been approved for North West River and three for Davis Inlet. Discussion revealed that presently there are two at Davis Inlet and three at North West River, with the possibility of another in the new year.

Mr. Simpson's second comment related to paragraph 4 on page 9 and he said he understood that the operating and maintenance costs were to be recovered. It was agreed that this is so and, in some cases, includes capital expenditure.

The Co-chairman asked if the items on the Action Memo attached to the front of the minutes of the twenty-second meeting could be reviewed.

The Chairman commented as follows:

1. Mr. Pike will check this matter again
2. At Mr. McCormick's request, the wording of this memo be changed to read -

"Check amount of rents being charged by School Boards and find out what is being done with revenue".



3. This matter is being persued. Mr. McNeil suggested that there will be a change of title and concept.
4. There is correspondence on this matter to be discussed.
5. Is in order.
6. This has been done and Mr. Howell has submitted copies to both Associations but it is understood there has been another request. Mr. Howell explained that this is an agreement by letter and Health would like to ensure that the agreement is compatible with all native groups. The Labrador Inuit Association said they did not receive a copy but were advised that it was sent out early in September.
7. Has been taken care of.
8. This has not yet been done but will be followed through.

Referring to the last page of the minutes of the twenty-second meeting, Mr. Brice-Bennett said the proposal of the Labrador Inuit Association had not been withdrawn. The matter had just been discussed in general terms to be discussed later in greater detail.

Brief reports from various departments in government were presented as follows:

Newfoundland Hydro - wished to go over it in detail when the budget is presented.

Health - A new nursing station at Nain is two thirds completed and hopefully will be occupied in February. A new heating plant has been installed in Hopedale Hospital. The Department of Social Services in Nain and the International Grenfell Association in North West River are working on a Native Alcohol Programme

Forestry and Agriculture

- The regional set-up in Labrador is coming along and now has ten or twelve people in the Goose Bay office. There will be an Agricultural Representative. A land claims official has been brought in to help out where needed. A bad fire this past summer has set things back and \$50,000 has been put in the budget for fire equipment units this next year. It is hoped to do some work with equipment and structural training. There has not been any real progress particularly applicable to native peoples but general departmental

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progress affects many people. The department has also been asked to introduce a winter works programme concerning grants.

Education

- Mr. McCormick also wished to present his report later in the meeting. The post for a Superintendent of Adult Education will be advertized after the new year.

Indian and Metis Association

- Miss John's only comment at this time concerned the size of the committee which, she felt, was causing confusion as to who is actually a member of the committee.

The Chairman continued with the agenda, as follows:

- Item 1. Correspondance - Arthur Karoegar - November 1975, re request for Justice of the Peace, Nain area.

It was reported that another Justice of the Peace was needed in the area. A letter was written to the Department of Justice and a favourable reply received. Mr. Macaulay has written to the R.C.M.P. asking for recommendations for a suitable appointee.

- Item 2. Labrador air strip shared cost program, Department of Transportation and Communications - November 17, 1975.

The Chairman tabled a letter from the Deputy Minister of Transportation and Communications (attached) concerning air strips at Makkovik and Nain. He had replied to this letter advising that the matter would be discussed.

After discussion, it was agreed that this is a frontier airport program but it was suggested that, as far as the Federal side is concerned, more detail would be required regarding size and costs before a commitment could be made. It was noted that a booklet has now been prepared containing this type of information. Money is being provided to resolve social and economic problems.

- Item 3. Phrase Book - Reverend F. W. Peacock.

It was suggested at the last meeting that, before publication, the book should be sent to Mr. Hunter for assessment. Since then

it was learned that Reverend Peacock had only one hand-written book but it was not of any real value to native peoples being intended for the use of lay people going into the area for the first time.

While Mr. Edmunds indicated that he would support this proposal, it was agreed by the committee that they would prefer not to sponsor this particular project and that Mr. Pike would advise Mr. Peacock of this decision.

Item 4. Correspondance from the Department of Justice re Court Interpreters.

The Chairman said that there was a resolution that a full time interpreter be employed to assist natives who cannot speak English and had recently received a letter asking if anything had been done in this respect.

Mr. Gushue said there had also been another proposal and he had met with the Department of Justice on the question of interpreters for the court. The Friendship Centre, which is supported by the Secretary of State was initiating this proposal. A discussion then took place between representatives of the Secretary of State and the Labrador Inuit Association.

Item 5. Inuit Association proposal - Employment of a Consultant re Programs.

Mr. Bill Edmunds had written to the Honourable Judd Buchanan who suggested that the matter be brought before the committee.

Mr. Edmunds asked to have this matter discussed later on in the meeting.

Item 6. Correspondance from Loretta Michelin re Happy Valley Inuit population.

The relevant correspondance was passed to Mr. Abrahamson for study who asked that discussion on this item of the agenda be deferred until later.

Item 7. Report on native schools at Nain, Hopedale and Makkovik - September 15, 1975 and Brief Roman Catholic School Board.

Mr. McCormick advised that the report on the curriculum consultant had been discussed. The schools have studied it and will be reporting. The conclusions and recommendations contained, are approved in principle but there is a problem in finding personnel. Discussions have been held with the Dean of Education at Memorial University, with respect to training of personnel, which can be worked out.

In general, the report has been favourably accepted in principle but how all the programmes can be phased in is dependent on the availability of personnel.

Several people present at the time discussed the contents of this report in further detail and the Chairman suggested that the second part of this item would be discussed further when the people from North West River arrived.

Item 8. Native Health Programs to be considered - November 8, 1975 - Dr. Paddon.

Dr. Paddon reported that the problem of alcohol, in general, and beer consumption, in particular, is reaching frightening proportions. It has been estimated that there is an average expenditure of around \$1,000 a head for every person over sixteen years of age which is enough, within recognized and prescribed criteria, to make every adult an alcoholic. A large number of serious injuries are directly attributable to alcohol, with very serious consequences. One medical social service and mental health worker has been hired; one has been hired by Labrador Services for Hopedale and the Department of Social Services has hired another at Nain. It is hoped that the native peoples associations will give some thought to this matter because they will become involved. In the budget for 1976-77 a request has been made for a bungalow to be used for alcohol counselling services.

The International Grenfell Association is disturbed that a grant for a sports arena has not yet materialized. A request for one extra nurse has also been made. They have also asked for an Indian interpreter to help with hospital work at the salary of a

trained nursing assistant and for a full time nurse for Black Tickle, which is being seriously considered by the Department of Health. Another recommendation has been made by Mental Health Services for a child psychologist to work up and down the coast in education and social problems. Also needed, is a clerk for the Nain Hospital and a full time public health worker.

A discussion then took place between Mr. Wetzel and Dr. Hirtle concerning the application of the Health Agreement and a financial comparison between this province and other provinces in Canada.

Returning to his presentation, Dr. Paddon gave a detailed financial breakdown of the costs of health services and the problems of the Air Ambulance Service were discussed. The operation of the Junior dormitory is running into a \$100,000 deficit and, as two thirds of the occupants are native, he expressed the hope that capital funds could be made available to bring the building up to regulation standard. If financial help is not forthcoming, they would have to face the possibility of closing down this particular operation.

Item 9. Land Claims - Inuit.

Mr. Edmunds said he had no comments on this at that particular time and would prefer to postpone this for discussion with the sub-committee.

As a matter of general interest the Chairman read the Minute of Council which stated that the committee shall consist of the Deputy Ministers, or their representatives, of all Departments in Government having dealings with native peoples, together with native representatives and representatives of the Federal Government. He suggested, therefore, that if any of those present wish to have a smaller committee then representation would have to be made to government for changes.

The afternoon session started at 2:30 p.m. and the Chairman asked for a report from the Department of Rural Development.



Mr. O'Reilley said that a grant of \$10,000 has been provided for North West River for a Native Craft programme. His department has also been successful in working with the people in the central area and a Regional Development Association has been formed. Within the next year they will also be involved in a crafts programme in Cartwright. The Northern Labrador area has been avoided because Labrador Services is already involved in that area. The Department of Rural Development will merely help and advise wherever necessary.

#### Education

Mr. McCormick asked the representative of the School Board to reply to the question of revenue.

Mr. Roberts said they do charge a nominal rent for residences of \$65.00 a month for a furnished, heated apartment and \$85.00 a month for a house, which is used as an incentive to attract teachers to the area. He supplied a breakdown of actual costs including furnishing, maintenance and insurance and pointed out that the objective is to try and break even.

Mr. McCormick reported that the activities of the curriculum consultant was confined to Inuit schools, only, under the direction of the Department of Education. A request has been received from the Indians at North West River to hire a similar consultant who will probably function as a social worker as well as a consultant.

Also brought to the committee's attention was an event which started when the school board had an orientation workshop. A brief has been received from three members of the Indian Band Council indicating a wish to resurrect a \$20,000 research council grant for which circumstances made them eligible.

Mr. McNeil reported that in January last year it was recognized that there is a problem with native education and a conference was arranged to try and work towards resolving this problem, the prime concern being that there must be native input. Mr. Bart Jack's brief was well accepted, the central theme of which being that the native people set up their own school board with Indian control over text books and curriculum. It was agreed that this is a valid point and further agreed that Mr. McNeil would work with the native group to evaluate and study the whole dimension

of this proposal to see how ready they are for such an involved undertaking.

A press release since then was extremely critical of the meeting, which was unfortunate as the Roman Catholic School Board had tried. The school board was forced to respond to the press release and stated that they wished to correct a couple of assumptions. (1) The School Board did not call the meeting (2) They had made every effort to resolve the matter (3) They are still willing to try. Mr. McNeil said it was recognized as being a difficult, time consuming and possibly explosive situation but wished to make it quite clear that they are willing to meet with the native groups but do not feel they are ready to undertake such a complex activity at this time. Mr. McNeil expressed his regret that Mr. Jack was not present to hear these comments because the school board does not want this to become a political and public issue but could not lose sight of the fact that 200 children are involved.

The Chairman agreed that it was difficult to deal with this matter until the people from North West River arrived but that it would be dealt with later on.

Mr. Roberts said he would like to add one further comment. A preliminary discussion has been held with Memorial University concerning teacher education, in-service training and the training of teacher aids to which the university is most receptive. It is hoped that these discussions will be fruitful.

The Chairman then said he would like to discuss

Item 11. Conne River Reserve

Item 12. Registration - Indian Act.

Mr. Wetzel said, however, that he wished to defer that discussion until the following day.

Mr. Davidson indicated that he wished to bring up the matter of registration with respect to Game Regulations.

Mr. Brice-Bennett advised the committee that the texts of two main resolutions concerning (1) Game Laws and (2) Fisheries from the Labrador Inuit Association will be submitted to the appropriate people. The Chairman assured him that those will be followed up and he will

endeavour to secure answers. The Association will receive a reply and information concerning the steps to be taken in order to resolve the resolutions.

Mr. Brice-Bennett also advised that there is another submission, endorsed at the Annual Meeting of the Labrador Inuit Association, concerning projects that they would like to undertake. Mr. Pike said that provision had been made to cover several submissions.

In answer to a question concerning the Royal Commission Report, Mr. Abrahamson said that it has been translated to the old language.

X The Chairman tabled a letter (attached to these minutes) he had just received from the Indian and Metis Association of Newfoundland and Labrador which disclosed that the Association will, henceforth, be acting more in a supportive and lobbying role and that the various communities have developed and matured to the point whereby their leaders feel they would have better input into decisions affecting their areas by sitting in on future Federal-Provincial meetings.

Miss John explained that the Association now represents only one community and she supports the proposal that each community be represented individually.

The Chairman again read the Cabinet Directive authorizing the formation of the committee consisting of the Deputy Ministers of certain named departments plus one native representative of each of the two Indian and Inuit Associations.

The entire question of the size of the committee and representation on the committee was discussed at great length. The Chairman and Co-chairman tentatively suggested that they could devote some study to the list, reduce it to a smaller decision making body and bring the recommendation back to the meeting the following day. No firm decision was made at that time.

With respect to the letter from the Indian and Metis Association, the Chairman said that it will be discussed and an answer, in writing, will be submitted by the committee.

Mr. Edmunds said he felt strongly that at least some meetings of the Federal-Provincial Committee should be held in the northern communities. The committee recorded that the next summer meeting will be arranged for northern Labrador.

Referring back to the size and construction of the membership of the committee, it was finally resolved that it must remain as is until such time as another Order in Council may authorize changes.

The meeting adjourned at 5:10 p.m.

The meeting resumed at 9:30 a.m. on December 10, when the Chairman said he wished to discuss -

Item 11. Conne River Reserve

Item 12. Registration - Indian Act

Mr. Wetzel contended that Conne River Indians should have the same tax exemption that is enjoyed on mainland reserves and that although Conne River received this consideration for about a year, a ruling has been received from Ottawa stating that they are no longer tax exempt. Mr. Wetzel asked the committee to consider this decision which was based on the Indian Act and which has no validity in this province.

The Co-chairman said he had received a communication from Revenue Canada asking two questions (1) If the Conne River Indians are registered (2) If they are on a reserve as defined in the Indian Act. These questions had been answered.

Mr. Chapman said it seems to be more a question of whether or not the Agreement supercedes the Indian Act. He was advised that the Agreement is strictly financial.

Mr. Wetzel said he would like to have copies of all Federal and Provincial papers, Orders in Council etc. pertaining to this Agreement. The Chairman replied that he would submit all the documents available from his department which would be provincial.

Mr. Davidson pointed out to Mr. Wetzel that there is a relationship between the Revenue Act and the Indian Act as Revenue Canada has levels of taxation as applied to the Indian Act.

Both Mr. Abrahamson and Mr. Patrick emphasized that this is a financial committee with a purely financial function, therefore a legal determination is not within the committee's terms of reference and cannot be resolved by the committee.

Mr. Wetzel said he was not asking for a decision but would like the committee to make a recommendation.

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The Co-chairman said he has had a paper prepared and asked that it be attached to these minutes.

Mr. O'Brien suggested that it seems probable that Conne River is recognized by the Government of Canada as having a certain status and it is a question, therefore, of defining just what the status is.

The various members of the committee discussed the matter in further detail and Mr. McCormick added that in his opinion the function of this committee is purely monetary. If, however, the Indians and Eskimos have a concern that does not come under the committee's jurisdiction as in this case, perhaps they could use Intergovernmental Affairs to put the case before the Federal authorities.

Following further discussion, it was moved by Mr. Abrahamson and seconded by Mr. Wetzel that, as this matter could not be resolved at the time, discussion should cease.

At this time the committee devoted its attention to a discussion on some of the items in the budget presented by the Department of Education. It was pointed out that no attempt had been made to establish any priorities within the 4.5 million budget and the figures, thus far, were presented exactly as requested by the school boards.

As a side issue, it was agreed that in future the provincial authorities will meet ahead of the general meeting so that they may validly determine provincial priorities. Having been informed that some budget proposals had not reached Labrador Services until two or three days before this meeting, and that other budget proposals were not even ready it was further agreed that all departments must meet the deadlines as required.

Further analysis of specific items of the Department of Education budget was postponed for discussion at the budget meeting set for December 10, 1975 at 8:15 p.m.

Item # 10. North West River new sub-division.

On June 10, 1975 the Indian Band Council at North West River wrote to the Department of Rehabilitation and Recreation concerning a proposal to construct five houses in a new site located about one quarter of a mile from the present village. A letter was also written to



the Power Commission because the power would have to be extended, and letters were also written to a number of other government departments and agencies which would be involved.

On September 11, 1975 the Department of Municipal Affairs and Housing replied that the Indian Band Council were apparently determined to utilize the new site on which five houses had already been constructed.

Labrador Services did not really feel it had the necessary authority to fund the project but eventually decided to go ahead and build the five houses. It was felt, however, that the proposal should be presented to the committee for information and reaction.

Fears were expressed that this could be a question of creating a third community in the area, and one without services as the community is outside the boundry so, for example, there could be no garbage collection, water supply, electrical services and snow clearing etc.

It was suggested that any decision should be deferred pending further research. It was also suggested that perhaps there should be some move to get title to the land in question as land ownership may not yet be established. A further suggestion was made to even try and extend the municipal boundries.

The Chairman said that it was the intention of Labrador Services to table the matter but would get more detailed information for the committee.

The afternoon session resumed at 2:30 p.m. with the presentation of -

Item # 14. West Coast Native Concern Association

The Chairman said this issue had started when Mr. Jack Mitchell wrote to Mr. Jack Marshall, M.P. concerning an Association on the west coast of the province. He, in turn, communicated with the Honourable Judd Buchanan. The Chairman met with the Association in June to find out what steps they were taking to produce evidence why they should or should not come under the Agreement. Representatives had come to the meeting to present a brief for discussion and information purposes.

Mr. Carl Marshall disclosed that there are 2,200 people who are members of the Native Concern Association and the representatives were present to see if the committee will fund these people through the Association as recognized representatives of the area. Mr. Marshall said

they were open to questioning by the members of the committee and had proof of Indian background.

The brief (attached to these minutes) was passed to the Secretary who read it out to the committee and also read the newly drawn up constitution.

Intensive questioning by various members of the committee clarified a number of points. For example -

Indian ancestry was established by asking the people what they considered themselves to be.

The people were given the alternative of joining the Indian and Metis Association but unanimously elected to support their own Association.

The Native Concern Association hopes to stimulate some sort of business similar to the Conne River project.

The Association was officially started on July 27, 1975.

The Association represented nine elected native councils and two not elected.

That it is part of the criteria, to some extent, to follow the native way of life by fishing, hunting, cutting logs etc.

The representatives of the Native Concern Association were advised by a member of the committee that, under the terms of the Agreement, it is not merely a question of handing out funds but rather that funds are available for designated communities. In this case, therefore, the question of proportionate native population would be an important issue.

Miss John stated that it was no secret that she and Mr. Marshall have disagreed in the past. She had just returned from the west coast and in her opinion there were very few Indians and felt that the people related more to French Canadian ancestry. Miss John pointed out that only in Conne River is there a hereditary Chief and that in other areas the chief is by appointment only. Mr. Mitchell disputed this statement, saying that his grandfather was a hereditary Chief.

In answer to further questioning Mr. Marshall estimated that close to 80% of the people claim to be of native origin and that of the

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nine councils, six would have a native population of 60% and over. Mr. Marshall also said that he had not yet approached any provincial departments in government for financial assistance.

Mr. Edmunds remarked that benefits have been emerging for native peoples since 1964 and wondered why the west coast people had waited so long before making representation.

Mr. Jack remarked that the Royal Commission Report emphasized that although many people may claim native origin they should be covered by another Agreement as the present one should apply only to Labrador. The 1964 Agreement said it would apply only to Indians and Inuit of Labrador. He agreed with the inclusion of Conne River but felt that the committee was not living up to its original terms of reference and, perhaps, the point was being reached whereby Indians will have to be registered.

Mr. Jack was advised that it was not the exclusive decision of the Committee to add communities but was a matter determined by Federal and Provincial responsibilities.

Both Mr. Jack and Mr. Edmunds registered their objections to the incorporation of any other Associations at this time.

As the people represented by the Native Concern Association claim to be Metis rather than Indian, it was suggested that perhaps they could approach the Secretary of State for appropriate funding.

The Chairman thanked the representatives for their presentation and promised that it would be given further study after which they would be notified of the decision.

The Power Commission was then asked to present their budget proposals and estimates for the financial year 1976-77.

Mr. Dyer itemized proposed projects and estimated costs for Conne River, Hopedale, Makkovik, Mud Lake, Nain and North West River.

Mr. Abrahamson asked if it would be fair to ask the Power Commission for a five year plan as he believed that plans for the present year may be too ambitious. Mr. Dyer said he would be delighted.

Mr. Wetzel introduced to the committee Mr. George Hobbs, former Chairman of the Newfoundland and Labrador Power Commission. Mr. Hobbs explained how he came to be involved and read a statement made to the

Power Commission in August, 1975. Mr. Hobbs claimed that the Conne River area should be fed like any other area in the province and not financed by the Federal-Provincial arrangement. With respect to a five year plan, Mr. Hobbs said that there are so many variables and no real way to predict the Labrador situation, that he could not see how it could be done. Conne River is on the island grid right now and is a natural growth load.

There was much discussion on the Conne River item and the members of the committee agreed to consider all factors when the budget decision is made.

Before closing for the afternoon, the Chairman advised all present that this would be Mr. Davidson's last Federal-Provincial meeting before his retirement. He extended very best wishes to Mr. Davidson on behalf of all members of the committee.

The meeting adjourned at 5:00 p.m. with the Chairman reminding all financial committee members of the budget meeting to take place in his office at 8:15 p.m.

The meeting of the financial committee took place, as scheduled, at 8:15 p.m. on December 10, 1975.

All budget proposals from all government departments and agencies were examined and estimates were revised for incorporation into the 4.5 million dollar total expenditure. (as attached)

The meeting concluded at 11:10 p.m.

The meeting resumed at 9:30 a.m. on December 11, 1975.

Mr. Howell who, due to another commitment, had been unable to attend the previous night's financial committee meeting was advised that the Department of Health budget had been increased by \$100,000 to assist in the upgrading to required standards of the Children's Dormitory in North West River.

As a continuation of the previous night's meeting, the committee finalized further financial details pertaining to several programmes.

Mr. Abrahamson announced, and was supported by other committee members, that agreement had been reached at last night's meeting to include \$900,000 for grants on the understanding that the Native

Associations confer with the province and are accountable to the province to explain how these funds are actually expended.

The Chairman also expressed the hope that at the end of each financial year each Association and each provincial department will provide the committee with a complete breakdown of expenditure; an explanation of the result of various programmes and statements of expenditure showing whether or not targets have been reached.

Mr. Abrahamson also reiterated previous remarks that in future he would be happier if provincial departments would get together beforehand to resolve budgetary problems. The Chairman agreed and suggested that such budget meetings should take place well before the estimates are to be submitted.

Following further comments on the feasibility of holding provincial budget meetings in advance of the general meeting, Mr. Pike said that the timing of such meetings is of paramount importance and should be decided immediately. While the time of these meetings was not resolved, it was generally agreed that they are essential; they should take place around the same time each year; should take place without Federal involvement and well in advance of the general meeting.

The Chairman said he has received notification that the Indian and Metis Association no longer represents Northern Labrador, and that another Association is being formed.

Miss John said the Indian and Metis Association now represents Glenwood, Bishops Falls, Gander Bay, Corner Brook, St. Georges, Flat Bay, Conne River, St. Theresa and Mattis Point.

The Chairman listed the communities being represented by the Native Concern Association as Flat Bay, St. Judes, Shallop Cove, Port aux Port, Marches Point, Summerside, Deer Lake, Corner Brook, Mattis Point and St. Fintan's.

Following discussion on the Native Concern Association it was proposed, seconded and unanimously agreed that this Association can not be recognized for funding purposes under the terms of the Agreement, but that they should be redirected to other sources for funding purposes.

Returning to the question of representation of the northern communities, the Chairman reported that knowing they were no longer re-



presented by the Indian and Metis Association he had invited representatives to attend this meeting.

Mr. Jack explained that a meeting was held in North West River on September 29, 1975 at which time Davis Inlet and North West River made representation to withdraw from the Association as they felt their interests were not properly represented. Mr. Jack described in detail the various moves and implications prior to and subsequent to this act of withdrawal.

Ultimately it was decided to appoint two interim Indian presidents and draw up a constitution. Representation for funding was made to the Department of the Secretary of State which was not too favourably disposed to recognizing two Indian Associations in Newfoundland. The initial response of the Secretary of State was to suggest that they would be funded only if they were registered and became status Indians. This, they did not wish to do as they are already recognized as Indians and are asking that their situation be regarded as different from any other part of Canada. It is now understood that all the Secretary of State needs is certification that Davis Inlet and North West River have withdrawn from the Indian and Metis Association. A meeting was currently in progress in Ottawa and the National Union is prepared to support their position. The new association is to be named the Naskapi Montagnais Association of Labrador.

The Chairman assumed that the committee will be kept informed on the progress of the Association and that, in due course, the Association will be applying for permanent membership on the committee which will have to be recommended to the provincial government.

It was wondered what the implications of a new Association will be as far as next year's budget is concerned, but it was pointed out that as funding relates strictly to communities each heading will remain the same. It was also expected that if the new Association is recognized they will also be represented on the sub-committee bringing total membership to four.

There was also some discussion on the question of travel expenses incurred in order to attend sub-committee meetings. Labrador Services has

undertaken to pay expenses for the last two meetings but it was tentatively thought that perhaps travel expenses should constitute a small percentage of each programme. If, however, it was felt that a new set of criteria should be established then, perhaps, the Labrador Inuit Association and the emerging Association could meet to determine what criteria they would like to see established.

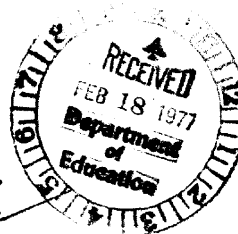
Miss John said she had found that very little information was being disseminated on the programmes, particularly in Mud Lake, and asked if the Programme Advisor for the committee would report on his activities.

Mr. Jack had not brought a written report with him but said he would submit one upon his return to Labrador. He then gave a brief outline of his activities thus far, describing some of the difficulties and frustrations he has experienced since his appointment on August 28, 1975. Mr. Jack went on to explain that these frustrations had almost culminated in his resignation. A member of the committee advised Mr. Jack that if he felt that he could not continue to function properly under present conditions, he should not feel that the contract could not be broken. Mr. Jack agreed to serve out the remainder of his contract. As some of the difficulties were directly concerned with inadequate funds for travel, it was suggested that Mr. Jack should submit a travel budget for consideration and a possible transfer of funds to accommodate this need, from Labrador Services.

Moving on to the topic of housing it was revealed that thirty nine units will be constructed during the current year which would be occupied on a sale-rental basis until a clear policy has been established. Further discussion took place on specific details with respect to housing. Preferences, proposals and policies were reiterated by the Federal representatives, native representatives and Labrador Services.

The meeting concluded at 12:45 p.m.

Minutes of Federal Provincial  
Committee Meeting  
Held At  
Goose Bay, Labrador  
January 19, 1977



The following were in attendance:

<u>Name</u>	<u>Dept. or Assoc.</u>
Aubrey W. Pike	Labrador Services
Fred Way	Intergovernmental-Affairs (Nfld.)
W. F. Dyer	Nfld. & Labrador Hydro
Harold Murphy	Dept. of Fisheries (Nfld.)
Wm. Edmunds	Labrador Inuit Association
Etienne Andrew	Northwest River
Penote Antuan	Naskapi-Montagnais Innu Association
Bart Jack	Indian Band Council
Anthony Jenkins	Naskapi-Montagnais Innu Association
John Andrew	Indian Band Council
Clifford Osmond	Public Health Inspection Services
Max Riggs	Dept. of Education
C. J. McCormick	Dept. of Education
Harry Chapman	Dept. of Indian Affairs
Dr. W. A. Paddon	Grenfell Association
Don Simpson	Dept. of Indian Affairs & Northern Dev.
John Oliver	Federation of Nfld.-Lab. Indians
Calvin White	Federation of Nfld.-Lab. Indians
Jerry Wetzel	Conne River Band Council
Marilyn John	Federation of Nfld.-Lab Indians

The meeting was opened by Mr. Don Simpson, in the absence of the chairman, G. J. O'Reilly.

The minutes of the previous meeting were not available until later in the meeting.

The Department of Education representatives and the representative from Intergovernmental Affairs Secretariat were scheduled to catch a noon day flight. Matters relating to these people were cleared.

The Department of Education representatives to the committee will be Mr. Max Riggs, who was introduced by Mr. McCormick. Favourable programs in the adult education field are being administered in Northern Labrador by David Lough. The Inuit dictionary arranged by Mrs. Rose Jeddore and representatives from Inuit Communities is now printed and being made available to all Inuit schools and to the Community Language Programs.

The Labrador School Boards are experiencing over-runs on their budgets of approximately \$100,000, one third of this amount would relate to schools in designated communities.

The school boards have requested a commitment from the Department of Education to make funds available to them to pay off Bank loans negotiated by the Boards.

The Department is requesting sympathetic consideration over a three to five year period, approximately \$5000 to \$10,000 annually. This request is not applicable to 1977-78 estimates. The Chairman expressed the opinion that the Committee will be sympathetic when budget arrangements are being reviewed for 1978-79.

The Chairman noted the concerns of the Labrador Inuit Associations, the Naskapi-Montagnais Innu Association and the Federation of Nfld. and Labrador Indians, regarding the structure and function of the Federal Provincial Committee. Mr. Way, representing Inter-Governmental affairs advised the meeting that the province has been concerned for the past couple of years about four main aspects of the Committee, and the Financial arrangements of the agreement.

He tabled a working paper relative to the revised structure and financial aspects of the agreement.

The main concerns were:

1. No escalation arrangements. Agreement now fixed at 4.5 million.
2. Better planning exercised regarding spending of funds required.
3. Unexpended monies from one fiscal year, should be carried forward to next without affecting total amount the Province can collect.
4. Restructure of present Committee.

He suggested the Associations should study the working paper and present their views regarding the above matters as well as other pertinent changes indicated.

The Chairman assured the Associations that no new arrangements between the Provincial and Federal Governments, affecting the native people of the Province, would be made without the knowledge and agreement of the Associations concerned.

At the request of Mr. Bart Jack, and the concurrence of the three Associations, it was agreed that the word "native", now appearing in the working paper and the proposed agreements should be substituted for the words, "Indians and Inuit".

Mr. Harry Chapman from Department of Indian and Northern Affairs was asked to explain the criteria under which Indians can be registered. It was noted that requests for registration have been made by the Naskapi-Montagnais Innu Association and the Federation of Nfld. and Labrador Indians.

Mr. Chapman advised that in response to these requests, the Department of Indian affairs would hire people knowledgeable in this matter to go to the respective areas and proceed with the preparation of documentation required to assess the whole matter. With respect to Inuit people, Mr. Chapman said there were similar arrangements for Inuit but that there had been a disc number list in some places, this had been discontinued in most places, however. Both the N.M.I.A., and the F.N.L.I. voiced agreement with arrangements proposed by Mr. Chapman. In response to a request by L.I.A., Mr. Chapman undertook to ascertain if Labrador Inuit are now listed and if so, to forward the listing to L.I.A. for comparison with present population. There is no Eskimo Act. The meeting adjourned for lunch.



The afternoon meeting resumed at 2 p.m., and Mr. O'Reilly was present to chair the proceedings. The Chairman tabled the proposal of N.M.I.A. regarding a new committee and financial arrangements for the Federal-Provincial agreement.

After some discussion it was decided that this submission should be considered along with submission from L.I.A. and F.N.L.I. at a future meeting.

The Chairman advised the meeting that the provincial cabinet had agreed to reducing the present Committee to a total of seven (7) members, two (2) Provincial, two (2) Federal, and one (1) each from the Associations.

Concern was expressed by Mr. Bart Jack that this arrangement was made without involving Indian and Inuit people.

Mr. Simpson commented that the brief is suggesting new financial controls, but he would like to study some further before commenting, except to say that it appeared to be in line with the principle held by D.I.A.N. Affairs, that the Indian and Inuit people handle their own affairs.

It was pointed out that the 4.5 million dollars does not represent the sum total of expenditures for designated communities and that in effect the province is spending a great deal more than 10% of the total.

The fear was expressed that registration of Indians and Inuit might militate against the settlers in the designated communities who now benefit from present programs. The Chairman said the province is presently negotiating DREE programs for Labrador which will provide services to communities, which are outside the designated jurisdiction of the Federal Provincial Agreement.

The size of the proposed Committee was questioned by the Associations.

Marilyn John, President of the Federation of Nfld. and Labrador Indians, made a motion that the Committee should be comprised of two (2) Federal members, two (2) Provincial representatives, and two (2) each from the Naskapi-Montagnais Innu Association, Labrador Inuit Association, and the Federation of Nfld. and Labrador Indians, with one other member acceptable to all parties.

This motion was seconded by Bill Edmunds, L.I.A., and carried unanimously.

Reference the request for the reappointment of a Programs and Financial Advisor, the Chairman said a request has been submitted to Government for approval to appoint such a worker.

The Chairman read a letter from the Department of Forestry and Agriculture relative to the Conne River sawmill timber resource.

Mr. Wetzel suggested that the members of the Committee should visit Conne River and see for themselves what the situation is. Mr. Simpson summed up the conclusion of the discussion by a motion that the Committee record its concern regarding the timber resources for the Conne River sawmill, which has been financed by the Federal-Provincial Funds and requested the Chairman to follow up this matter with the Department of Forestry and Agriculture. Motion seconded by Marilyn John. The Committee concurred with the motion on the grounds that this is a community project.

With reference to the minutes of the previous meeting Marilyn John felt that the minutes were "too general", and noted further that they did not record a request to Intergovernment Affairs representative to supply information and copies of documents relative to the Federal-Provincial Committee. This view was supported by N.M.I.A. Mr. J. Wetzel made a motion that Mr. Way be again requested in these minutes to supply information requested in last meeting, motion was seconded by Mr. Don Simpson.



Simpson. The minutes were adopted with these conditions:

Bart Jack suggested that the proceedings of Federal Provincial Committee meeting should be video-taped and made available to all designated communities. The possibility of video-taping a summary of the meeting and conclusions reached was discussed and received favourable reaction. It was agreed the minutes should be sent to Band and Community Councils.

The N.M.I.A. requested the Committee to write the Secretary of State supporting their request for Core Funding.

Two items were deferred to the next meeting because Mr. Bill Brook could not attend this meeting.

Meeting adjourned at 6 p.m.

Meeting of Federal/Provincial Committee on Indians and Eskimos held in Trade School at Happy Valley, on November 7th & 8th, 1979.

In attendance were:

G.J. O'Reilly, Provincial Co-Chairman	- Dept. of Rural Agricultural and Northern Development
C. Thompson, Federal Co-Chairman	- Dept. of Indian Affairs, Amherst
K.M. Harnum Secretary	- Dept. of Rural Agricultural and Northern Development
Frank Butler Provincial Representative	- Dept. of Intergovernmental Affairs
Lorne Wheeler	- Dept. of Education
Conrad Hiscock	- Dept. of Rural Agricultural and Northern Development
J. McGrath	- Dept. of Rural Agricultural and Northern Development
A. Flynn	- Dept. of Rural Agricultural and Northern Development
H.C. Stone	- Dept. of Rural Agricultural and Northern Development
N.E. Squire	- Dept. of Rural Agricultural and Northern Development

#### FEDERAL

G. Abrahamson	- Dept. of Indian Affairs, Ottawa
Art Higgins	- Dept. of Indian Affairs, Ottawa
P.C. Mackie	- Dept. of Indian Affairs, Ottawa
R.H. Penner	- Dept. of Indian Affairs, Ottawa

#### NATIVE REPRESENTATIVES

Dennis Nicholas	- N.I.B.
Jim Lyall	- Labrador Inuit Association, Nain
Bill Edmunds	- Labrador Inuit Association, Nain
Randy Sweetman	- Labrador Inuit Association, Nain
Jerry Wetzel	- Indian Band Council, Conne River
Tony John	- Federation Nfld. Indians, Conne River
William Joe	- Indian Band Council, Conne River
Greg Andrew	- Naskapi-Montagnais Association Northwest River, Labrador
Bart Jack	- Naskapi-Montagnais Association Northwest River, Labrador
William Anderson	- Labrador Inuit Association, Nain
Penote B. Michel	- Naskapi-Montagnais Association

All in attendance introduced themselves.

Meeting opened at 11:15 a.m. with Co-Chairman, G.J. O'Reilly and C. Thompson. The minutes of the meeting of August 31, 1979 were read and approved with no discussion.

The Chairman read the agenda and advised that the meeting has been called to deal with a new agreement which in his opinion we should try and finalize before the end of this year.

The Chairman asked for suggested principles for a new agreement from the native groups. Mr. Wetzel advised that he had forwarded a copy of their principle to Mr. O'Reilly however, Messers O'Reilly, Thompson or Harnum the Secretary had not received it. Copies were then prepared for all in attendance.

A copy of the principles for agreement from Labrador Inuit Association was submitted at the last meeting as were proposals from the Province and Federal Government.

A copy of principles from Naskapi-Montagnais at Northwest River was presented and distributed. (Copies attached)

Mr. Cam Mackie gave an outline of the Federal role"

1. Outlined responsibilities of each party to agreement and accountability.
2. Two levels of decisions - 5 year perspective and the annual or short run-provision for annual review.
3. How effective are funds being used - Value received, are we achieving what we should. He said that this is very important to the Federal Government, he went on to say that funding will not be easy to come by if spending is not carefully controlled.
4. We must focus on the highest priorities in the various designated communities.

Mr. Abrahamson asked the names and role of members of the committee. Mr. O'Reilly suggested that it would be much better if the same representatives could attend meetings in order to provide consistency.

#### PRINCIPLES OF L.I.A. (Copy attached)

Mr. O'Reilly read the submission from Labrador Inuit Association and he suggested that the agreement must be between the Federal and Provincial Governments but he and Mr. Mackie agreed that it is desirable to have maximum involvement of the native groups. Mr. Mackie went on to say that if we cannot account for funds spent we will lose the agreement as the Federal Government is not going to agree to providing funds unless they are accounted for and are providing maximum benefit to the native communities. He suggested that some new drafting will be done on the Labrador Inuit Association proposals especially with regard to the signing.

Mr. Wetzel suggested that an agreement should be between native groups and the Federal Government however, Mr. Edmunds of Labrador Inuit Association would like the Province to continue as at present. Bart Jack, Northwest River, suggested the need for an agreement for Labrador and one for Conne River. However the suggestion was made that perhaps there is a need for three committees (1) Davis Inlet & Northwest River South (2) Conne River, (3) Labrador Inuit Association.

Mr. Mackey advised that the Federal Government wished to have the mechanics as provided by the Province continued but that unnecessary delays in funding should be avoided.

Lunch break at 12:00 noon to reconvene at 1:20 p.m.

Because of disagreements with signing Mr. Mackie suggested that we must reword the signing procedures and he and Mr. O'Reilly agreed that as communities are capable additional responsibilities would be transferred to them and it is hoped that they will handle their own affairs as soon as possible but this must take some time.

- (1) Ownership of Assets: e.g. Teachers residences, oil tanks, stores, fish plants, etc.

Mr. O'Reilly suggested that government would consider passing assets such as happened in Conne River and Northwest River to communities and this could include storage tanks but there must be a mechanism to perate such as co-op or council such transfers would be made with committee approval. Mr. Mackie agreed. Some discussion took place concerning Hudson Bay stores moving to some northern communities and Mr. O'Reilly advised that it is this Department's intention to make our stores as efficient as possible to the point of breaking even. He went to say that if private enterprise could be encouraged to open stores the Department would welcome.

- (2) Equality of Participation: The wording on the signing of agreement to be clarified.
- (3) Extension of Benefits: The Labrador Inuit Association would like to have the special benefits to native groups provided only to the designated communities. Any funding increase when new people move in will have to be discussed further.
- (4) Accountability of Operations: Agreed
- (5) Budgeting: Agreed
- (6) Land Claims: Agreed
- (7) Continuing Agreement: Agreed
- (8) Administrative Body: Agreed - e.g. school funds, evaluation - Need -Re cost of dormitory at Northwest River - Mr. O'Reilly feels this dorm will be closed down soon.
- (9) Funding for Housing: Mr. O'Reilly advised that the Department is trying to get the services of Newfoundland & Labrador Housing Corporation involved in providing mortgages for housing in designated communities. Mr. Mackie feels we should involve other Departments such as: DREE, Welfare, Health.
- (10) Funding Level: Present amount is approximately 4.5 million dollars but this year it is hoped that the amount will be increased to five million dollars.

It was agreed that we should try and have a fixed increase provided for each year.

Mr. Wetzel claimed that Federal expenditures on natives is far less in Newfoundland than in other areas of Canada and it was pointed out that in Newfoundland many services are provided by the province, e.g. Welfare, Ambulance, Town Council for roads, Wharves, etc. However the Federal Representatives agreed to provide information on population figures used in previous negotiations also the per capita expenditures in other parts of the country. They will also check on who pays for health transportation in other parts of the country.

- (11) Capital Contingency Fund: Mr. Mackie wondered how we could acquire such a fund and Mr. O'Reilly suggested that we now have \$200,000.00 in our Departmental vote for such as funds which could provide financial assistance, e.g. Fish Plant - Fish Farming - Woolen Mill as presently being done in the Province but we should get DREE involvement in such projects.
- (12) Removal from List of Designated Communities: Black Tickle and Mud Lake to be removed from list of designated communities.

This was agreed to but no decision on disposal of assets, e.g. Fish Plant which was provided by money from Indian and Inuit funds. Mr. O'Reilly and Mr. Thompson will go into the matter of such assets and disposal and report back to committee.

CONNEL RIVER: PRINCIPLES FOR AGREEMENT (Copy attached)

- (1) Signing Parties: The agreement will be signed between Federal and Provincial Governments, but wording will be carefully done. Both parties will try and get the best agreement possible. Conne River representatives did not agree and wished to be an equal signing partner.
- (2) Funding Arrangements: To continue as at present.
- (3) Ownership of Assets: This will be worked on as province has no real objection to transferring ownership provided some mechanism is found to make sure of spending and auditing practices.
- (4) Equality of Participation: Very little comment.
- (5) Extension of Benefits: This suggestion is opposite to that of Labrador Inuit Association and no decision was reached.
- (6) Accountability of Operations: It was agreed that government must account for expenditures and this must also apply to associations as well. This will be a requirement in any new agreement.
- (7) Budgeting - Dispersal and Administration of Funds: No agreement on per capita basis for funding but agreed to administering by committee.
- (8) Land Claims Settlement: Agreed
- (9) Contravening Agreement: Agreed
- (10) Administrative Body: After some discussion it was agreed that we will continue especially for the next few months with a Federal/Provincial Co-Chairman.
- (11) Education: Much discussion took place but it was realised that the contribution to education is small considering the overall costs and especially the provision in the constitution regarding education. The committee feels that it would not be realistic to try for a separate system for Indian and Inuit children.

Mr. Wheeler suggested that where problems exist he would look into the matter and try to work out some solution especially with regard to the disposal of funds provided by the committee.

- (12) Welfare Services: It was generally agreed that the Province has the staff and are in a better position to provide such services to the designated communities.
- (13) Registration: Agreed
- (14) Funding Level: The committee will try and secure the maximum funding possible.
- (15) Capital Contingency Fund: Agreed that some funds are necessary and this would be considered in a new agreement.

BUDGET: (Copy Attached)

Mr. O'Reilly went through the Budget which was prepared for discussion and he suggested that we should not consider the amounts listed but the headings.

It was suggested that we have at least two or possibly three groups, one or two in Labrador and one for Conne River. If two committees there would be one for Labrador and one for Conne River. Bart Jack of Northwest River suggested that his group would prefer two committees, one for Labrador and one for Conne River. Messers Mackie and O'Reilly agreed.

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He also suggested that some items should come of the top, e.g. schools. The Conne River representatives did not agree.

It was pointed out that in providing services such as stores, freight charges, wastage by deterioration of produce and other costs are much more in the Northern Labrador communities than on the Island.

Messers Mackey, O'Reilly and Thompson as well as most of the other members except Conne River representatives agreed that funding should be provided on need rather than per capita.

Mr. O'Reilly suggested that general agreement is preferable but if any group disagreed they can approach the Minister on their own. However the committee must submit proposals for an agreement with majority support.

Meeting adjourned at 6:00 p.m. to reconvene at 8:30 a.m.

Meeting reconvened at 9:00 a.m.

#### I.M.I.A., NORTHWEST RIVER PROPOSALS (Copy Attached)

Mr. O'Reilly summed up and agreed that in the long range he hopes that the Indian and Inuit peoples would manage their own affairs. The Labrador Inuit Association group wish to continue and deal with the Federal and Provincial Governments and realize that the province is providing many services which might not be available if the province was not involved.

The Chairman suggested that the wishes of the native groups will be considered and many of the items will be built in especially in to provide for the rights of Native Groups. It is the intention to have the groups run the show as soon as they are capable but the new agreement will be between the Provincial and Federal Governments however, the government representatives will try harder in future to see that the agreement is carried out as effectively as possible.

#### BUDGET PROGRAM

##### Program I: Labrador Services

- (a) Stores are necessary and must continue to be supported. Mr. O'Reilly advised that stores are becoming more efficient and it is hoped to have them break even in the near future.

It was also agreed that the Department will try and find out the types of food stuff needed and provide such. Also the Department will look into the possibility of providing community refrigeration e.g. Provide refrigeration so that people can acquire caribous and store. This might mean far less meat would have to be provided by stores.

- (b) Administration Costs - Department will provide to committee a breakdown of such costs including salaries.
- (c) Dormitory - It was agreed that funds would be provided to June 30, 1980, but that arrangements will have to be made for boarding houses as the cost to operate the dormitory for eighteen children, seven of which are from Mud Lake is exorbitant. The I.G.A. is to be notified of this decision by letter.
- (d) Maintenance of students - This to be taken over by Band Council and become F in program IV.
- (e) Consumer's Co-Op Training Program - This to become G in Program IV
- (f) Depot Capital - Such items as new stores, oil storage, stove supplies and furnishings to continue as in the past. However it could be that in future as communities are capable such capital may be transferred to either Co-Ops, Councils, and other groups.

##### Program II Fisheries

Fish Plant subsidy should remain.



Program III Education

- (a) School Operations: Naskapi Montagnais Innu Association and Labrador Inuit Association advised that they will be in the near future taking over some aspects of education. Further meetings will be held.
- (b) MUN and Special Projects: The association feels that this should be under community development and that they should have much more input and information on projects.
- (c) Capital Construction Costs: It was generally agreed that the Committee should know how funds are being spent and Mr. Wheeler will take the matter up with the School Boards concerned.

It is obvious that native groups feel that they should have more input especially with regard to curriculum culture - traditional values, language, etc, as well as decision making with regards to school buildings and furnishings. However funds for school structures should it was felt come off the top. Conne River representatives did not agree with this.

- (c)-7 & 8 Removed as Mud Lake and Black Tickle no longer designated communities.

Program IV Community Development

F & G added from Program I - D & E

Program V Economic Project Funding

Add C as contingency Funding.

Program VI Housing

Mortgages for housing, to be arranged with NLHC and this to be tied to income. There must also be funds provided for house renovations, repairs, insulation, etc and people should own their own houses if possible and the amount available should be based on per capita.

The Department is now trying to find a way to transfer title to houses presently owned by Department to the occupants or to Councils. Arrangements are presently being worked on. Perhaps there is a need for an Indian Housing Corporation.

FISH PLANT SUBSIDY

Ben Michelle advised that Northwest River and Davis Inlet are hoping to get more involved in the Fishery and this could mean a need for a fish plant subsidy in both places.

As a result of the discussions and decisions at this meeting Mr. Mackie agreed to have a draft agreement prepared and forwarded to all committee members as soon as possible for their comments. The new agreement must clearly spell out the Federal responsibilities for Indians and Inuit.

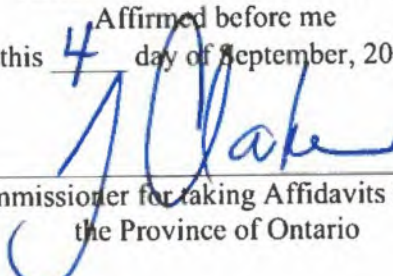
Mr. Thompson suggested that in a new agreement there must be flexibility for more decisions at the community level.

Meeting adjourned at 1:00 p.m.

2024 01G CP 0064

This is **Exhibit 8** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



Director, Planning Policy &amp; Research Branch - Room 204

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The Honorable the Treasury Board  
L'honorable Conseil du Trésor

IEA 416

T.B. Number - C.T. N°

JUL 19 1974

Indian Affairs and Northern Development 121/42-1

Department - Ministère

File - Dossier  
(G.E. Bell - 5-8471)

Date

## FEDERAL-PROVINCIAL AGREEMENT

## WITH NEWFOUNDLAND

**SUBJECT:** RENEWAL OF FEDERAL PROVINCIAL AGREEMENT WITH NEWFOUNDLAND

**PROPOSAL:**

1. To renew the Federal-Provincial Agreement with Newfoundland for financial assistance to the province for the Native People of Newfoundland and Labrador for a further five years, from April 1, 1975 to March 31, 1980.
2. To increase the 1975-76 Estimates Target by \$2.25 million and \$.75 million for the Northern Affairs and Indian-Eskimo Programs respectively.
3. To approve detailed description of the contribution as per Appendix A.

**COSTS:** At a maximum federal contribution of \$4.5 million per year for each of the five fiscal years.

**CHARGEABLE TO:** Indian-Eskimo Affairs Program and the Northern Affairs Program on an equal share basis, Department of Indian Affairs and Northern Development, Vote 5, Operating Expenditures, and Vote 40, Grants and Contributions.

**REMARKS:**

1. The Federal-Provincial Agreement was entered into in 1965 for a period of five years and was renewed in 1970 for a further five years. Under its terms the Federal Government reimburses the Province for expenditures on Native people up to a Federal maximum of \$1.5 million per year (the federal maximum was originally \$1 million and was increased to \$1.5 million in 1973) on a 90% federal, 10% provincial share basis. In the Eskimo communities the Federal share is 90% of 2/3 on the understanding that only 2/3 of the population in the communities are of native origin and the other 1/3 is non-native.

Branch.....

Signed by.....

Date signed &amp; fwd. to T.B. 1 July 1974

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## 2. Several changes in the previous agreement are requested:

- a) The provincial government has requested that the method of providing federal funds be changed from a "reimbursement" procedure to an "advance". The provision of "advances" would assist their officials in ensuring that purchases are made early in the year so that the shipping season is not missed and would provide them with greater flexibility in purchasing. A precedent has been established through the provision of advances in the case of Community Development Agreements.
- b) The provincial government and the Native Association of Newfoundland and Labrador have requested that the Eskimo Community of Mud Lake be included under the terms of the Agreement and at the same rate of sharing as for the other Eskimo communities. There are precedents for this as three additional communities have been added since 1965.
- c) It is proposed that the maximum Federal contribution be increased from \$1.5 million to \$4.5 million. The increase is based on two factors: (1) the Consumer Price Index, projected to mid-1977 (halfway through the renewed agreement) will stand at approximately 196 per cent of the 1965 figure, or roughly double; (2) the province is planning to spend \$1.5 million per year during each of the next five years on the provision of sewers and water to the native communities. It is proposed that the total of \$4.5 million be shared equally by the Indian-Eskimo Affairs Program and the Northern Program.
- d) The Royal Commission on Labrador is critical in its report of the low level of per capita expenditures by the federal government under the terms of the Agreement since 1965 and recommends that these expenditures should be increased to between \$4 million and \$6 million per year to be comparable to expenditures in other parts of Canada.

In 1964 when the Agreement was drawn up, the figure 1 million dollars for federal expenditures was arrived at by using the per capita expenditures for Eskimos in Northern Quebec and for two bands of Indians in sub-Arctic Quebec (the Abitibi Band and the James Bay Band). The Calculation was as follows:



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Indian per capita Expenditure 1964

Abitibi Band	\$262
James Bay Band	322
Average	300

Eskimo per Capita Expenditure 1964

Northern Quebec \$922

Using the population figures that were assumed to be correct at that time, the calculation was as follows:

Indians	450 X \$300	=	\$135,000
Eskimos	900 X \$922	=	\$829,900
			<u>964,800</u>

This was rounded off to \$1 million

- e) A comparable calculation using 1973 per capita figures in the same areas and a population count as conducted by the Greenfell Mission Hospital in Northwest River, the calculation is as follows:

Indians	1132 X \$931	=	\$1,053,892
Eskimos	1280 x 3005	=	<u>3,846,400</u>
			\$4,900,292

This compares to the \$4.5 million being suggested.

- f) The conditions of the new Agreement are shown in Appendix B.
- g) Approval is requested to renew the Agreement for a further five years from 1 April 1975 to 31 March 1980 and to increase the maximum federal contribution to \$4.5 million per year.



PA 121/42-1

Notes of Meeting  
In  
St. John's, Newfoundland on May 30 & 31st, 1974  
To Discuss the Agreement and Related Matters

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1. PURPOSE

The purpose of the meetings was to talk informally with Mr. King, Mr. Pike and Mr. Wetzel and to finalize our thinking with respect to changes in the Agreement so that approval of the Federal-Provincial Committee can be obtained at the July meeting. I also had a fairly lengthy discussion with Mr. Ralph Andrews, Deputy Minister of Recreation and Rehabilitation and met briefly with the Hon. Joe Rousseau, the Minister responsible for Native Affairs.

2. AGREEMENT

We are in accord that the new Agreement can be handled through a Treasury Board Submission and followed by a letter from the Prime Minister to the Premier of Newfoundland suggesting that the Agreement be renewed for a further five years with the following changes;

- a) Federal funds be provided on an "advance" basis rather than on a reimbursement basis as at present.
- b) Federal/Provincial cost sharing will be on an actual enumeration being conducted by the Native Association and checked with the Grenfell Hospital records and with Provincial records. The previous figure of 2/3 of cost sharing in the Eskimo Communities was an arbitrary one agreed upon by both governments without the benefit of a head count.
- c) Official recognition be given to the fact that the Native Associations of Newfoundland and Labrador are represented on the Federal/Provincial Committee.
- d) Provision be made for an increase in the Federal maximum contribution per year. (The figure being asked for by the Native Associations and by the Provincial officials is 4.5 million dollars as compared to the current rate of 1.5 million. This is based on the doubling of the consumer price index since 1965 and on 1.5 million dollar expenditure per year for water and sewers for the Native communities. This would bring total Federal expenditures to approximately \$1,500 per capita, which is about the National average for Indians.)

.../2

3. ENUMERATION

The criterion being used by the Native Associations to establish a proportion for Native people to settlers in the various communities is whether or not people consider themselves to be Native and if they are considered to be Native by the communities. The actual list will be checked against records maintained by the Grenfell Mission Hospital and against the knowledge of Provincial officials.

4. FRESH WATER FISHERIES

I had sent a report of a meeting on Fresh Water Fisheries by Mr. Max Budgell to Mr. Ross King for his information. Basically the proposal is for \$350,000 over a 5 year period to develop Fresh Water Fisheries in the Churchill Basin. Mr. King has spoken to Federal officials in St. John's and they support the investigation but are short of funds. Mr. King agreed to attempt to re-allocate some funds in the current budget so that approximately \$35,000 could be made available this year to start the work and to hire a consultant. I have spoken to Mr. Budgell and have asked him to get in touch directly with Mr. King.

5. LAND CLAIMS RESEARCH

Mr. Rousseau said that he had had an acknowledgement from Mr. Chrétien on his telegram of support on the Native Association's claim for Land Claim Research Funds. (I understand that this request has been approved by the Minister.)

6. ESKIMO LOAN FUND

It was felt that a request should be made to Mr. Abrahamson to establish a screening Committee in Newfoundland to screen applications for loan funds. The approved applications would then be sent to the Federal Eskimo Loan Funds Committee in Quebec City for final processing. This would be a temporary arrangement only to enable the loan funds to be made available as soon as possible.

7. ANNUAL MEETING OF THE NATIVE ASSOCIATIONS OF NEWFOUNDLAND AND LABRADOR

I had received an invitation to attend the Annual Meeting of the Native Associations in Gander on June 18-22, 1974 but after discussions with Mr. King I decided not to attend. There is some conflict with the Regional Director's Conference timing and I think it is proper that the Provincial officials are looked to as the principal Government officials in that province.

.../3

9. BRIDGE TO CONNE RIVER

Mr. Andrews has received a request from the Hon. Mr. Hicky, Minister of Highways, to provide funds under the terms of agreement to connect the Community of Conne River with the Mainland. We agreed that the Province should be refused this request because of the real probability that a heavy commitment for funds would be needed and this would decrease funds available to the Native people. It was felt that this project basically is an extension of the Provincial highway system in general.

10. CROWN CORPORATION

There is considerable comment amongst the Provincial officials as to whether Northern Labrador Services should be a Crown Corporation, a Commission or whether it should remain as is. The report of the Royal Commission on Labrador has not been released but it is understood that the report favours the conversion of the service to a Crown Corporation. Discussions are currently going on with the Treasury Board as to the advantages of each. Northern Labrador Services would like to be able to do their own purchasing without going through the Department of Supply as this would allow them to have greater flexibility and they would also like to operate their own account. There is a precedent for this as they operated their own bank account for a period of two years after Confederation. About the only worry I can see from the Federal side is that if it becomes a Commission there might be some danger of the Commissioners being political appointees.

11. DATE OF NEXT MEETING

It was agreed that the next meeting would be held in St. John's on the 4th and 5th of July, 1974.

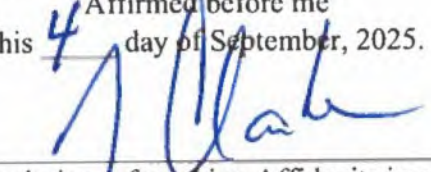


G.E. Bell

2024 01G CP 0064

This is **Exhibit 9** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

E1031-R10

*PS*

PIA,  
T4 (213183)

CANADA  
NEWFOUNDLAND  
NATIVE PEOPLES  
OF  
LABRADOR  
AGREEMENT



CANADA - NEWFOUNDLAND - NATIVE PEOPLES OF LABRADORTHIS AGREEMENT entered into the 4<sup>th</sup> day of July 19 81

## BETWEEN:

THE GOVERNMENT of Canada as represented  
herein by the Minister of Indian Affairs and Northern  
Development

## OF THE FIRST PART

## AND

THE GOVERNMENT of Newfoundland and Labrador as  
represented herein by the Minister of Rural, Agricultural  
and Northern Development

## OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter referred to as "Canada") and the Government of Newfoundland and Labrador (hereinafter referred to as "the Province") have in the past entered into special cost-sharing arrangements for the provision of programs and services to certain members of communities in Labrador which had a significant proportion of native persons for which Canada has a special interest,

WHEREAS Canada, through the Minister of Indian Affairs and Northern Development, retains a special interest in the social and economic development of Inuit and Indian People,

WHEREAS the Province recognizes a special interest for the social and economic development of Native people as citizens of the Province,

WHEREAS Canada and the Province recognize the need for a new agreement in respect to the provision and cost-sharing of social and economic development programs which recognizes their mutual interest and which encourages increased participation by Native people in the development, planning, and review of such programs as well as recognizing the role of the Province in respect to the delivery of programs and services,

WHEREAS the native members of the communities have expressed their desire for full and on-going participation in the planning, development, delivery and review of programs designed to assist them in achieving their cultural, social and economic goals,

AND WHEREAS the Governor in Council by Order in Council P.C. T.C. 1981-1844 has authorized the Minister of Indian and Northern Affairs to enter into this Agreement on behalf of Canada.

AND WHEREAS the Lieutenant Governor in Council by Order in Council MC 1211-80 has authorized the Minister of Rural, Agricultural and Northern Development to enter into this Agreement on behalf of the Province,

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

DEFINITION

## 1. In this Agreement,

- (a) "CO-ORDINATING COMMITTEE" means the Committee constituted pursuant to Paragraph 6;
- (b) "COMMUNITY PLANS" means a general multi-year community program and service plan and a specific one year plan prepared by each of the respective Eligible Communities and covering the delivery of programs and services to the respective community under this Agreement.
- (c) "DESIGNATED PROGRAM" means any one or all of the programs described in Schedule I and insofar as they are applicable to the Eligible Communities;
- (d) "ELIGIBLE COMMUNITY" means any one or all of the communities of Davis Inlet, Northwest River (Southside) known as "Sheshatshit", Nain, Makkovik, Hopedale, Postville, and Rigolet;
- (e) "EVALUATION PROCESS" means the process established pursuant to Part V for the review of the administration and operation of this Agreement, and of the operation of the Designated Programs;
- (f) "EXPENDITURES" means any or all monies expended, by the Province and eligible for cost-sharing, for the administration, delivery and evaluation of Designated Programs and services in the Eligible Communities covered by this Agreement, excluding expenditures shared or eligible for cost-sharing under other Federal/Provincial shared-cost programs;
- (g) "FEDERAL MINISTER" means the Minister of Indian Affairs and Northern Development;
- (h) "FISCAL YEAR" means the financial year commencing on April 1st of each year and following through until expiry on the subsequent March 31st;
- (i) "NATIVE ASSOCIATION" means any one or all of the Naskapi Montagnais Innu Association and the Labrador Inuit Association, and their successors, heirs and assigns;

- (j) "PROVINCIAL MINISTER" means the Minister of Rural, Agricultural and Northern Development;
- (k) "REGIONAL COMMITTEE" means any one or all of the committees established pursuant to Paragraph 11.

#### APPLICATION OF AGREEMENT

- 2. This Agreement shall apply only to the Designated Programs and the Eligible Communities.
- 3.
  - (a) Nothing in this Agreement shall affect the operation of federal government departments other than the Department of Indian Affairs and Northern Development or provincial government programs and services, and other than the Designated Programs, in the Eligible Communities.
  - (b) Should proposals for registration of residents of the communities of Northwest River and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation, and obligations created under this Agreement.
  - (c) Nothing in this Agreement is to be construed as conferring on any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event that this Agreement had not been entered.

#### PURPOSE OF AGREEMENT

- 4. The purpose of this Agreement is to provide for the delivery and cost-sharing of Designated Programs to Eligible Communities in and Native people of the Province of Newfoundland and Labrador.

#### OBJECTIVES OF AGREEMENT

- 5. The objectives of this Agreement are to:
  - (a) Make available to the Native people of Newfoundland and Labrador certain Designated Programs designed to assist and support them in achieving their cultural, social and economic goals;
  - (b) Fully involve Native people in the planning, development, delivery and review of such programs.

- (c) Assist the Native people in the long-term economic development of their Communities;
- (d) Improve the standard of living of Native People of the Province; and
- (e) Enhance the socio-cultural development of the Native People of the Province and to enable them to pursue such socio-cultural developments within their normal and traditional communities as well as throughout the Province.

## PART II - COMMITTEE STRUCTURE

### CO-ORDINATING COMMITTEE

- 6. (a) Within three months of the coming into force of this Agreement there shall be constituted a Co-ordinating Committee;
- (b) The Co-ordinating Committee shall only consist of:
  - (i) Two (2) representatives of Canada appointed by the Federal Minister,
  - (ii) Two (2) representatives of the Province of Newfoundland and Labrador appointed by the Provincial Minister,
  - (iii) Two (2) representatives appointed by the Labrador Inuit Association, and
  - (iv) Two (2) representatives appointed by the Naskapi Montagnais Innu Association;
- (c) Members so appointed may be removed and replaced by the person or body responsible for appointing them.
- 7. The Co-ordinating Committee may make such rules of procedure, consistent with this Agreement, as it considers desirable in respect to the performance of its duties.
- 8. (a) The Federal and Provincial Ministers may each designate as Co-Chairman for Canada and Co-Chairman for the Province, respectively, one member appointed by the respective Minister to the Co-ordinating Committee;
- (b) The Province may also appoint a Permanent Secretary for the Co-ordinating Committee who shall not be considered a member thereof;
- (c) The costs of the secretary to the Co-ordinating Committee shall be borne by the Province;



- (d) The salary and travel expenses of the Federal and Provincial members of the Co-ordinating Committee shall be respectively borne by the party appointing them;
  - (e) The travel expenses of the representatives appointed pursuant to Paragraph 6 (b) (iii) & (iv), as members of the Co-ordinating Committee shall be a first priority for payments from monies allocated by the respective parties and budgeted, as determined by the appropriate Provincial Public Service travel expenditure standards, under this Agreement pursuant to Paragraphs 19 and 20, for the Native Travel Expenses element of the designated Northern Development Program as described in Schedule 1.
  - (f) The Committee may meet as often, and in such places, as required by this Agreement and as deemed necessary by the Committee to enable it to most effectively discharge its duties.
9. The Committee shall perform the duties and obligations assigned to it under this Agreement and shall have as objects:
- (a) the development of recommendations and policies in respect to overall priorities for the provision of Designated Programs and services to the Eligible Communities;
  - (b) recommendations respecting the allocation of funds under this Agreement;
  - (c) the co-ordination of the evaluation and review of the administration and operation of this Agreement and of the operation of Designated Programs in the Eligible Communities;
  - (d) the encouragement of greater interaction between the Federal and Provincial governments and the Native people in respect to the provision of Designated Programs to Eligible Communities.
  - (e) the receipt, study, review and assessment of Community Plans recommended by the Eligible Communities;
  - (f) the review of recommendations to the Co-ordinating Committee in respect to the administration, operation, and delivery of Designated Programs in the Eligible Communities;
  - (g) the evaluation and review of the operation of Designated Programs in the Eligible Communities; and

- (h) the study, review and assessment of any other matters related to this Agreement or its implementation and referred to the Committee.

10. The Committee may constitute such administrative sub-committees as are necessary to assist it in the performance of its duties under this Agreement.

#### REGIONAL COMMITTEES

11. For purposes of this section,

- (a) "Region 1" shall mean the region consisting of the eligible communities of Davis Inlet and Northwest River (Southside)/ Sheshatshit;
- (b) "Region 2" shall mean the region consisting of the eligible communities of Nain, Makkovik, Hopedale, Postville, and Rigolet;
- (c) "Applicable Native Association" shall mean in the case of Region 1, the Naskapi Montagnais Innu Association; and in the case of Region 2, the Labrador Inuit Association.

12. (a) There shall be constituted two Regional Committees to represent Regions 1 and 2 respectively;

- (b) Members of each of the Committees shall be appointed as follows:

(i) For Region 1-

- The President, from time to time, of the applicable Native Association,
- The Vice-President, from time to time, of the applicable Native Association,
- One member appointed by the Provincial Minister, and
- Two members from each of the applicable Eligible Communities, one member which shall be appointed by the elected council of the applicable Eligible Community and one member which shall be appointed by the applicable Native Association;

(ii) For Region 2 -

- Two members appointed by the applicable Native Association,
- One member appointed by the Provincial Minister, and



- Two members from each of the applicable Eligible Communities, one member which shall be appointed by the elected council of the applicable Eligible Community and one member which shall be appointed by the applicable Native Association;
- (c) The person or body making the appointment pursuant to this section may from time to time revoke that appointment and may from time to time, following such a revocation, make a new appointment.
13. All decisions of a Regional Committee shall require a simple majority of the members present and voting. In the event of an equal split in opinions the Chairman shall make a decision taking into consideration all appropriate factors.
14. (a) A Regional Committee may make rules of procedure, consistent with this Agreement, in respect of the performance of its duties;
- (b) The costs of the operation of the Regional Committees and the travel expenses of the native members of the Committees shall be borne under this Agreement as a first priority for payment from monies allocated by the respective parties and budgeted pursuant to Paragraphs 18, 19 and 20, for the Native Travel Expenses element of the Designated Northern Development Program as described in Schedule 1;
- (c) The salary and travel expenses of the Provincial government members shall be borne by the party appointing them.
15. (a) The Regional Committees shall perform the duties and obligations assigned to them under this Agreement and shall have as objects:
- (i) the receipt, study, review and assessment of Community Plans prepared by the respective communities within the Region,
  - (ii) the preparation and review of submissions to the Co-ordinating Committee in respect to the administration, operation and delivery of Designated Programs in the Eligible Communities,
  - (iii) the recommendation of the allocation of funds under this Agreement as between the Regions and the Eligible Communities,

- (iv) the participation in the evaluation and review of the operation of Designated Programs in the Eligible Communities within the Region; and
  - (v) the study, review and assessment of any other matters related to this Agreement and its implementation and referred to them by the Co-ordinating Committee.
- (b) In the event of a failure or inability of a Regional Committee to perform such duty or duties, the Coordinating Committee may take appropriate action to perform or cause to be performed the duty or duties.

**PART III - PROGRAM PLANNING, IMPLEMENTATION ADMINISTRATION  
AND DELIVERY OF PROGRAMS**

16. (a) Subject to this Agreement, the administration, operation, and delivery of Designated Programs in the Eligible Communities shall continue to be the responsibility of the Province in accordance with criteria determined from time to time by the Co-ordinating Committee in accordance with Paragraphs 19 and 20.
- (b) Subject to the overall responsibility of the Province as described in sub-paragraph (a) the administration, operation, and delivery of some or all of the Designated Programs may be undertaken by the Co-ordinating Committee subject to this Agreement and in accordance with criteria determined from time to time in accordance with Paragraphs 19 and 20.

**SUBMISSIONS OF THE REGIONAL COMMITTEES**

17. On or before 31 August each year, each Eligible Community shall submit to the applicable Regional Committee a Community Plan which shall contain the recommendations as to the administration, operation, and delivery of the Designated Programs in that community, including recommendations respecting:

- (a) priorities for the implementation of the several program elements constituting the Designated Programs in the community;
- (b) the manner of delivery and implementation of the several program elements constituting the Designated Programs in the community;
- (c) such other matters in respect to the operation of the several program elements constituting the Designated Programs in the community as they deem advisable.

18. On or before 30 September, each year, each Regional Committee shall review all Community Plans submitted to it and shall submit to the Co-ordinating Committee a Regional Plan which shall contain recommendations in respect to the administration, operation, and delivery of Designated Programs in the Region, including recommendations respecting:

- (a) priorities to be accorded to the implementation of Designated Programs in the Eligible Communities in the Region;
- (b) the delivery and implementation of Designated Programs in the Eligible Communities in the Region;
- (c) such other matters in respect to the operation of Designated Programs in the Region as they deem advisable.

#### SUBMISSION OF THE CO-ORDINATING COMMITTEE

19. On or before 31 October each year the Co-ordinating Committee shall review all Regional Plans submitted to it pursuant to paragraph 18 and shall submit to the Province and Canada a report which shall contain recommendations respecting:

- (a) the establishment of overall priorities in respect to the administration, operation, and delivery as between the Designated Programs and services for the Eligible Communities, but this shall not adjust recommendations made pursuant to Paragraph 18 as to the priorities proposed by the individual communities themselves for the several program elements constituting the Designated Programs;
- (b) the allocation of funds to the Eligible Communities for Designated Programs;
- (c) the delivery and implementation of the Designated Programs in the Eligible Communities;
- (d) such other matters in respect to the operation of the Designated Programs in the Eligible Communities as it deems advisable.

20. In preparing the report pursuant to Paragraph 19 and in respect to its duties pursuant to Paragraph 9, the Committee shall, in recommending to the allocation of funds under this Agreement, consider the relative population levels of Native People in Eligible Communities and the total overall needs of the native peoples covered by this Agreement, and the cost sharing arrangements as determined pursuant to Part IV.

21. (a) On or before 31 January each year Canada and the Province shall meet with the Coordinating Committee to review and discuss the report specified in Paragraph 19;
- (b) For greater clarity it is specified that pursuant to the report noted in Paragraph 19, the Province shall submit a report to the Co-ordinating Committee and Canada respecting the proposed allocation of funds and the administration, operation and delivery of the Designated Programs, in particular those Designated Programs whose administration, operation, and delivery is undertaken directly by the Province;
- (c) For greater clarity it is specified that the report noted in Sub-Paragraph (b) above shall contain a report by the appropriate School Boards respecting the proposed allocation of funds pursuant to this Agreement for the Education Program.

#### CONSIDERATION BY THE PROVINCE

22. (a) The Province, through the Provincial departments responsible for administration, operation, and delivery of the designated programs, shall consider the report of the Co-ordinating Committee forthwith upon its submission.
- (b) Where the Province is unable or fails to follow any of the recommendations contained in the report of the Co-ordinating Committee it shall, within the shortest possible time, so notify the Committee and provide written explanations for such failure or inability.

#### PART IV - FINANCIAL AND REPORTING

##### COST-SHARING ARRANGEMENTS

23. (a) Subject to Paragraph 24 and the following Sub-Paragraphs the costs (as certified by the Provincial Auditor or any independent auditor appointed by the Province for this purpose) of the administration, operation and delivery of the Designated Programs and services covered by this Agreement shall be shared by Canada and the Province on the following basis:

Canada 90%  
Province 10%



- (b) Subject to Sub-Paragraph (a), the financial contribution by Canada under this Agreement shall be for the provision of the Designated Programs to Native members of the Eligible Communities, and shall be determined on the percentage of Native residents in the Eligible Communities on the following basis:
    - (i) In the Eligible Communities of Nain, Makkovik, Hopedale, Postville, and Rigolet the Province will bear, without cost-sharing, the first full one-third (1/3) of all expenditures to reflect the percentage of non-Inuit residents in these communities;
    - (ii) In the Eligible Communities of Davis Inlet and Northwest River (Southside)/Sheshatshit there shall be complete cost-sharing of all expenditures;
  - (c) Subject to Sub-Paragraphs (a) and (b) Canada's share shall be applied, with regard to expenditures for regional facilities and institutions which serve predominantly non-Native communities as well as Native communities, only to that part of the cost representing the proportion of enrolment and use which the Native people bear to the total enrolments and use of these institutions and facilities, as determined by actual enrolment counts.
  - (d) No part of Canada's contribution under this Agreement shall be applied in respect to expenditures which the Province claims or is eligible to claim against Canada under any other Federal-Provincial agreement.
24. (a) Notwithstanding Paragraph 23 and any other provision of this Agreement, and subject to annual appropriations of Parliament, the maximum contribution by Canada under the Agreement in respect to the cost of the administration, operation, and delivery of the Designated Programs in the Eligible Communities for the total duration of this Agreement shall be as specified in Schedule 2.
- (b) It is recognized by the parties that the amounts provided for in Schedule 2 include an amount attributable to the increased costs of operations from year to year.
  - (c) Financial contributions by the Province under this Agreement are subject to the annual appropriations of the House of Assembly.



25. Canada's contribution to the cost of Designated Programs, as determined in accordance with Paragraphs 23 and 24, shall be payable on the first day of the 1st, 2nd, 3rd and 4th quarter of each fiscal year in the form of an advance payment to the Province, in an amount equal to its share of the costs of the Designated Programs for the following three months based on projected cash flow as determined by the Province.

26. Canada's contribution shall be payable on the following basis:

- (a) All quarterly advance payments will be based upon cash flow statements for the ensuing quarter and will take into consideration all cash surplus arising in the previous period.
- (b) No quarterly advance payment, subsequent to the first advance in the first fiscal year, will be made without an accounting for the previous quarter's advance payment;
- (c) An accounting, pursuant to Sub-Paragraph (b) above for the previous quarter's advance payment, will take the form of a financial report from the Province specifying year to date expenditures and forecasted total annual expenditures, and shall contain a revised cash flow projection for any period remaining between the time covered by the available year to date expenditures data and the final day of the quarter being accounted;
- (d) The period remaining between the available year to date expenditures data and the final day of the quarter being accounted, as referred to in Sub-Paragraph (c) above, shall not exceed one (1) month;
- (e) The final advance payment of each fiscal year (i.e. the fourth quarter) shall be equal to the balance of the approved annual contribution outstanding for that fiscal year. In the event that the contributions is not all expended by the end of the fiscal year the balance will be applied to approved contributions in the following fiscal year. Any contribution carried forwarded shall be accounted for as soon as possible, but in no event later than six (6) months after the end of the previous year.
- (f) The contribution by Canada in respect to the final month of the final fiscal year of the Agreement shall not be advanced or paid until such time as an interim audit report or final audit report for that fiscal year has been received by Canada.

- (g) In the event that factors exogenous to the participating parties and the designated communities cause the annual budget to be overexpended during a fiscal year, the Federal portions of the deficit will be funded through a supplementary estimate and subtracted from the overall five-year contribution level. In no case will Canada's total contribution over the period of the agreement be exceeded.

27. Notwithstanding Paragraphs 25 and 26 above, at the end of the term of the agreement any discrepancy between the amounts paid by Canada by way of advance payments and the expenditures actually made by the Province and eligible for cost-sharing under this Agreement shall be promptly adjusted between Canada and the Province.

28. Canada will not be responsible for any deficit accruing to the Province or the Co-ordinating Committee as a result of expenditures incurred under this Agreement where such expenditures exceed the maximum contribution by Canada for the Agreement as set out in Schedule 2.

#### COMMUNITY REPORTS

29. Each Community shall prepare a certified yearly audit report on revenues and expenditures, and a financial report and a progress report to the Co-ordinating Committee on request and/or on at least a semi-annual basis, specifying, inter alia, year to date revenue and expenditures, forecasted total annual expenditures and revenues, progress to date and forecasted progress to year end respecting the administration, operation and delivery programs within the Community.

#### PROVINCIAL REPORTS

30. (a) The Province shall provide a certified yearly audit report on revenues and expenditures, and a financial report and a progress report to Canada on request, and in any event on a semi-annual basis, specifying, inter alia, year to date revenue and expenditures, forecasted total annual expenditures, and progress to date and forecasted progress to year end respecting the administration and operation of this Agreement and the administration, operation, and delivery of the Designated Programs;
- (b) Copies of the report referred to in Sub-Paragraph (a) shall be distributed forthwith to Canada and the Co-ordinating Committee.

31. The Province shall have prepared by the 30th September of each year an annual certified audit report and financial statement on Designated Program expenditures within the Eligible Communities for the previous fiscal year, which reports shall contain inter alia:

- (i) a statement of revenues and expenditures as well as a comparison with the amounts contemplated in the budget, including any supplemental reallocations of the budget,
  - (ii) a list of any other transactions which may affect the assets and liabilities of the Parties,
  - (iii) a statement distinguishing revenues and expenditures in respect to each Designated Program in each of the Eligible Communities as they relate to the populations therein,
  - (iv) a statement as to whether the auditors have obtained all the information and explanations they required,
  - (v) a statement as to whether the financial statement is drawn up so as to present fairly the eligible financial transactions under the Agreement according to the information and the explanations given, and as shown by the relevant books of account, and
  - (vi) a statement as to whether the financial statements are consistent with the books of account, were prepared on a basis consistent with that of the previous fiscal year, and reflect fairly the revenues and expenditures of the Province in respect to transactions under the Agreement for the fiscal year concerned.
32. (a) The financial records and accounts shall be maintained by the Province in a form which permits identification of the operation of all aspects of the Designated Programs in the Eligible Communities.
- (b) The reports referred to in Paragraphs 30 and 31 shall be provided to Canada in a form which permits an identification and comparison with the Classes of Contributions as specified in the Main Estimates for the Department of Indian Affairs and Northern Development, so as to facilitate the Department's reporting to the Public Accounts of Canada. The classes applicable are as set forth in Schedule 3.

- (c) The utilization of such classes shall not preclude the use of the listing in Schedule 1 for the purposes of Provincial administration or accounting.
- (d) The Province will maintain financial records in accordance with generally accepted accounting principles and practices, to ensure the adequacy, accuracy, completeness and timeliness of reports based upon these records and required by Paragraphs 26, 30 and 31.

#### INDEPENDENT AUDITS

33. Auditors may be appointed by Canada or the Province to review the financial records maintained by the Province and/or the Eligible Communities to ensure that the Agreement is being managed in accordance with the terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

#### PART V - EVALUATION AND REVIEW

##### TERMS OF REFERENCE

- 34. (a) On or before the expiry of twelve months from the date of coming into force of this Agreement, the Co-ordinating Committee shall, subject to Paragraph 36, establish terms of reference for, and the criteria to be employed in, an evaluation and review of the administration and implementation of this Agreement and the operation and delivery of the Designated Programs.
  - (b) In establishing the terms of reference above the Committee shall not undertake an evaluation or review of the internal administration of any Provincial department, nor any of its employees, except as it relates to the evaluation of the efficiency, effectiveness and economy of the designated Programs.
35. It shall be the responsibility of the Co-ordinating Committee, in discharging its duties pursuant to Paragraph 34, to:
- (a) establish a Steering Committee whose membership shall consist of one member each appointed by the Federal Minister, the Provincial Minister, and each of the Native Associations;



- (b) mandate the Steering Committee with the responsibility to coordinate the conduct of the evaluation and review process;
- (c) review and decide upon, within two years of the coming into force of this Agreement, a detailed plan recommended by the Steering Committee for the conduct of the evaluation and review process in accordance with the terms of reference determined pursuant to Paragraph 35 hereof;
- (d) review and decide upon the firm, person, or group of consultants recommended by the Steering Committee to undertake any or all of the evaluation and review reports, ensuring that such a firm, person or group is jointly acceptable to Canada and the Province and to the Native Associations;
- (e) review and decide upon priorities recommended by the Steering Committee in respect to the evaluation and review of the Agreement and the several Designated Programs;
- (f) ensure that the firm, person or group undertaking the evaluation and review reports have consulted with and discussed their report(s) with the Communities and the Steering Committee prior to the preparation and final submission of their report(s) as specified in Paragraph 37(a), to the Co-ordinating Committee.

36. The evaluation and review process, respecting at least the Agreement and at least one of the Designated Programs, shall be completed no later than four years after the coming into force of this Agreement and prior to any extensions to the Agreement.

- 37. (a) The results of the evaluation and review process respecting the Agreement and the several Designated Programs shall, forthwith upon their completion, be documented by the firm, person or group in a written report which shall be made available to the Parties and the Co-ordinating Committee
- (b) The evaluation and review report may be released to the public, interested persons, organizations, and other groups or individuals upon the approval of the parties and the Native Associations.



38. The costs of the evaluation and review process related to the operation of the Agreement, and the evaluation and review of the Designated Programs, shall be shared equally by Canada and the Province. The allocation of funds for this portion of the process will be determined by the Province and Canada subject to the appropriations of the House of Assembly and Parliament respectively, and will be additional to funding allocated under the Agreement as specified in Part IV and Schedule 2.

39. Canada, the Province and the Native Associations shall provide without prejudice, where such is not contrary to any applicable Federal or Provincial statute, such information as may be required in order to evaluate and review the Agreement and the Designated Programs.

#### PART VI - IMPLEMENTATION

##### CO-ORDINATION AND IMPLEMENTATION

40. The co-ordination, implementation and administration of this Agreement shall be the responsibility of the Provincial Minister on behalf of the Province and the Federal Minister on behalf of Canada.

41. Any notice or written communication required or permitted to be given pursuant to this Agreement may be given as set forth in Schedule 4.

##### AMENDMENTS

42. Amendments to this Agreement may be made upon consent of the Parties in consultation with the Native Associations.

##### SCHEDULES

43. All schedules to this Agreement shall be part thereof.

##### INTERPRETATION

44. In this Agreement:

- (a) Words in the singular include the plural and words in the plural include the singular;
- (b) Words importing male persons include female persons and Corporations.

##### TERM OF AGREEMENT

45. (a) Subject to Sub-Paragraph (b), this Agreement shall continue in force for a period of 5 years from its coming into force at April 1, 1981.

- (b) The Co-ordinating Committee shall meet on or before 31 January each year pursuant to paragraph 21, to discuss the operation of the Agreement generally. At such meetings the Committee may decide, subject to paragraph 36, whether or not and, if so decided, under what conditions to recommend to the parties, the communities and the Native Associations the extension of the period of the Agreement beyond the five year period described in Sub-Paragraph (a) for further periods of one year.
- (c) In the event that the parties in consultation with the Communities and the Native Associations have not, prior to the expiry of three years from the coming into force of this Agreement, agreed to any extensions of the term of this Agreement in accordance with Sub-Paragraph (b), the parties in consultation with the communities and the Native Associations shall decide, prior to the expiry of four years from the coming into force of this Agreement, whether or not they wish to renegotiate this Agreement or any part thereof;
- (d) Where the parties agree to extend the term of the Agreement beyond the five years described in Sub-Paragraph (a), the provisions of Sub-Paragraphs (b) & (c) shall apply mutatis mutandis to such extended terms.

#### SENATE AND HOUSE OF COMMONS CLAUSE

46. No member of the Senate or the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

IN WITNESS WHEREOF the Honourable JOHN C. MUNRO, Minister of Indian Affairs and Northern Development, has hereunto set his hand on behalf of Canada, and the Honourable JOSEPH GOUDIE, Minister of Rural, Agricultural and Northern Development has hereunto set his hand on behalf of the Province, on this 4<sup>th</sup> day of July 1981.

WITNESSES TO THE AGREEMENT

James McIntosh

President of the Labrador Inuit Association

President of the Naskapi-Montagnais Innu Association

W. Thompson  
Garfield Ukuin

Signed and approved on behalf of The Government of Canada represented herein by the Honourable Minister of Indian Affairs and Northern Development:

[Signature]

Signed on behalf of The Government of Newfoundland and Labrador represented herein by the Honourable Minister of Rural, Agricultural and Northern Development:

[Signature]

Approved on behalf of The Government of Newfoundland and Labrador represented herein by the Honourable Minister responsible for Intergovernmental Affairs:

[Signature]

## Schedule I

DESIGNATED  
SERVICES AND PROGRAMS PURSUANT  
TO AN AGREEMENT RESPECTING THEIR  
DELIVERY TO ELIGIBLE NATIVE  
COMMUNITIES IN THE PROVINCE  
OF NEWFOUNDLAND

1. "COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM" means that portion of the program or programs established by the Province in respect to the social and economic development of communities; special services and financial support to enhance the social, cultural, and economic development of Native people including an entrepreneurial training program; including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
2. "EDUCATION PROGRAM" means that portion of the program or programs established by the Province in respect to the operation and maintenance of special education programs for native people, such as Native Teacher Aids; grants toward the construction of education facilities; and the maintenance for students, including funding of post-secondary students' education expenses such as tuition fees, books, accommodations, transportation and living allowance; including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
3. "FISHERIES PROGRAM" means that portion of the program or programs established by the Province in respect to the provision of subsidies to fisheries operations and including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
4. "HOUSING PROGRAM" means that portion of the program or programs established by the Province in respect to the construction and maintenance of houses for private owners, including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities;
5. "NORTHERN DEVELOPMENT PROGRAM" means that portion of the program elements or programs established by the Province and which are designed to provide a variety of special services and financial support to the Eligible Communities in Labrador and includes the following elements: depot operation; capital expenditures on depot services; and including any program or programs which it may be agreed by the Parties be substituted therefor, applicable to the Eligible Communities.



## Schedule 2

FINANCIAL CONTRIBUTIONS

The maximum contribution by Canada and the Province in respect to the cost of administration, operation, and delivery of the Designated Programs in the Eligible Communities for the period of the Agreement shall be \$38,831,700 payable over five years. As a guide to financial planning by the parties, the contribution by Canada shall be \$29,135,100 and the contribution by the Province shall be \$9,696,600 over five years.

The following is the approved cash flow for the annual contribution by Canada under the Agreement:

Year 1981/82:	\$4,843,900
Year 1982/83:	\$5,336,100
Year 1983/84:	\$5,827,900
Year 1984/85:	\$6,317,900
Year 1985/86:	\$6,809,300

The following is the approved cash flow for the annual contribution by the Province under the Agreement:

Year 1981/82:	\$1,618,500
Year 1982/83:	\$1,776,000
Year 1983/84:	\$1,932,700
Year 1984/85:	\$2,090,500
Year 1985/86:	\$2,278,900

The following is the approved cash flow for the combined annual contribution by Canada and the Province:

Year 1981/82:	\$6,462,400
Year 1982/83:	\$7,112,100
Year 1983/84:	\$7,760,600
Year 1984/85:	\$8,408,400
Year 1985/86:	\$9,088,200



## Schedule 3

PROVINCIAL REPORTS  
AND  
CLASSES OF CONTRIBUTIONS BY CANADA

Annual and semi-annual financial reports and progress reports provided to Canada by the Province, as set forth in the Agreement, shall permit an identification and comparison with the Classes of Contributions specified in the Main Estimates for the Department of Indian Affairs and Northern Development.

The classes applicable are:

- "EDUCATION": contributions for educational services and facilities;
- "ECONOMIC AND EMPLOYMENT DEVELOPMENT": contributions for economic development and employment;
- "COMMUNITY INFRASTRUCTURE AND SERVICES": contributions to assist in the design, construction, maintenance and operation of community services, facilities and housing;
- "BAND GOVERNMENT": contributions for band administrative overhead costs and local development planning.

Canada may delete, amend, alter or substitute the above Classes of Contributions upon notice to the Province.

## Schedule 4

NOTICE

Any notice or written communication required or permitted to be given pursuant to this Agreement may be given as follows:

- (a) to Canada: Regional Director-General  
Indian and Inuit Affairs Program  
Atlantic Region  
P.O. Box 160  
Amherst, Nova Scotia  
B4H 3Z3
- (b) to the Province:  
Deputy Minister  
Department of Rural, Agricultural  
and Northern Development  
Province of Newfoundland  
Atlantic Place  
Water Street  
St. Johns, Newfoundland  
A1C 5T7
- (c) to the Co-ordinating Committee:  
Secretary of the Co-ordinating Committee,  
Canada-Newfoundland-Native Peoples of  
Labrador Agreement  
c/o Department of Rural, Agricultural  
and Northern Development  
Province of Newfoundland  
Atlantic Place, Water Street  
St. Johns, Newfoundland  
A1C 5T7
- (d) to the Regional Development Committees:  
Secretary  
Regional Development Committee Region 1  
c/o Department of Rural, Agricultural  
and Northern Development  
P.O. Box 280  
Happy Valley, Labrador  
A0B 1E0  
  
Secretary  
Regional Development Committee Region 2  
c/o Department of Rural, Agricultural  
and Northern Development  
P.O. Box 280  
Happy Valley, Labrador  
A0B 1E0

## (e) to the Native Associations:

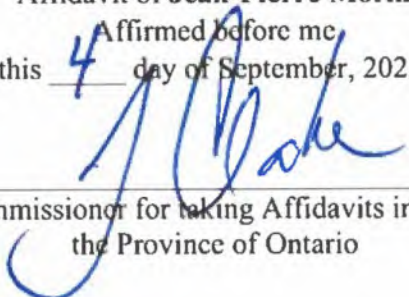
- (i) President,  
Naskapi Montagnais Innu Association,  
Northwest River, Labrador  
AOP IM0
- (ii) President,  
Labrador Inuit Association,  
Nain, Labrador

Any of the parties as set forth may, at any time and from time to time, notify the others in writing as to a change of address and the new address to which notice shall be given to it thereafter until further changed.

2024 01G CP 0064

This is **Exhibit 10** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.



A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025

D. GOODLEAF  
*[Signature]*

P.A. →

M I N U T E SCO-ORDINATING COMMITTEEMEETING

E1031-R10

CANADA/NEWFOUNDLAND NATIVE PEOPLES  
OF LABRADOR AGREEMENT

JULY 22/23, 1982

St. John's, Newfoundland



The Fifth meeting of the Co-ordinating Committee for the Canada/Newfoundland and Native Peoples of Labrador Agreement was held at the Lester Hotel Conference Room A in St. John's, Newfoundland on July 22 and 23, 1982. The meeting was called to order July 22, 1982 at 9:30 AM by Chairman, Mr. Lawrence O'Brien, Department of Rural, Agricultural and Northern Development.

In attendance:

Mr. Lawrence O'Brien	Chairman, RAND, Goose Bay
Mr. Harold Stone	RAND, St. John's
Mr. John McGrath	ADM, RAND, Goose Bay
Mr. Ben Ludlow	RAND, Goose Bay
Mr. Eric Flynn	RAND, Goose Bay
Dr. Boyce Fradsham	Dept. of Education, St. John's
Ms. Fran Williams	L.I.A., Nain, Labrador
Mr. August Andersen	L.I.A., Nain, Labrador
Mr. Greg Penashue	N M I A, Sheshatshiu, Labrador
Mr. Charlie Andrew	N M I A, Sheshatshiu, Labrador
Mr. Daniel Ashini	Band Council, Sheshatshiu, Labrador
Mr. Prote Poker	Band Council, Davis Inlet, Labrador
Mr. Edward Piwas	Band Council, Davis Inlet, Labrador
Mr. Ron Witt	DIAND, Amherst
Ms. Laurel Clowe	DIAND, Ottawa
Ms. Ruth ?	DIAND, Ottawa
Ms. Gert Quinn	RAND, Goose Bay

.../2'

AGENDA ITEM #I. ROLL CALL

Roll Call was taken with complete introductions being made.

II. READING OF THE LAST MINUTES

The minutes of the last Co-ordinating Committee meeting were tabled. Comments were presented from DIAND (Appendix I) and discussed.

III. APPROVAL OF LAST MINUTES

Minutes were adopted with ammended comments. Motioned by Mr. Witt, seconded by Ms. Williams. All in favour.

IV. APPROVAL OF THE AGENDA (Appendix II)

The following additions were made to the agenda:

5. Correspondence

Ms. Williams stated she had two letters to share with the Committee.

6. Report from Regional Committees111. Evaluation Committee7.D.111. Unfinished Business

Dr. Fradsham stated he had a certain time- frame and asked to have his presentation geared around this time. All agreed.

8. New BusinessD. Ownership PolicyE. The General Agreement9. Date, time and place of next meeting

Agenda items for next meeting.

.../3

Let the records show that Charlie Andrew expressed that consideration should be given to our concerns and how adequately they are handled.

The agenda was approved as ammended.

V. CORRESPONDENCE

The first two letters tabled were one from Greg Penashue to Mr. Ron Witt concerning the minutes of these meetings and Mr. Witt's reply. Appendix III.

Let the minutes show that all were in agreement for precise decision recorded minutes.

Let the records further show that Mr. McGrath agreed to provide a secretary for Region I and Region II meetings until such time, if and when a Community Development Worker is decided upon.

The next letter was to the Department of Fisheries from Eric Flynn requesting further information on their budget request from the Agreement. Attached is the response from the Department of Fisheries. Appendix IV.

Let the records that at this point, Mr. Andrew expressed concern about the Torngat Fisheries operations and their funding. However, it was noted that Torngat Fisheries did not receive any funding from this Agreement.

The next letter was one addressed to Fran Williams from Hon. Joe Goudie. Appendix V.

The following letter, also presented by Ms. Williams was to Hon. Wallace House. Appendix VI.

.../4



- 4 -

Let the records show that Ms. Williams did refer to another piece of correspondence asking for assurance from RAND for reimbursement of expenses incurred for LIA's Housing Conference.

Let the records further show that Mr. McGrath stated that it would be looked at kindly.

VI. REPORT FROM REGIONAL COMMITTEES

(i) LIA Housing Conference

Let the records show that LIA reported they have set up a Housing Authority as a result of their Housing Conference and Mr. McGrath has stated that RAND will assist this group administratively.

Let the records further show that Ms. Williams requested the change of the housing grant from \$19,500 to \$22,500 in writing. Mr. McGrath stated he would check into this change.

(ii) Region I's position on Water and Sewer, priorities

Mr. Charlie Andrew stated he would like to defer this item until Mr. Penashue arrived. A decision was made later to use \$1,000 from the 1982/83 budget for Community Services Program to drill a well immediately in Sheshatshiu.

(iii) Evaluation Committee

Let the records show that Ms. Williams will be replacing Jim Lyall on the committee, from LIA.

Either Bart Jack or Lawrence O'Brien will be on the committee from RAND. The choice will be decided at a later date and the committee will be advised at that time.

Mr. Peter Phillipoff will be the Federal Government representative. Mr. Charlie Andrew will be the representative from NMIA.

.../5

VI. UNFINISHED BUSINESSA. 1981-82 BUDGET(i) Department of Fisheries

The Department of Fisheries budget for \$250,000 for 81/82 was formally approved. (See appendix III)

(ii) Department of Rural, Agricultural and Northern Development

Let the records show that the 81/82 budget for RAND was formally approved with the following requests:

- (1) A further breakdown of the Maintenance of Students Program, i.e. how much for travel, tuition, etc.
- (2) Further information on the Native Employment Program:
  - (a) How is the money administered?
  - (b) What is Bob Palliser training for?
  - (c) Results of this programme
  - (d) Why isn't manpower handling this programme?
  - (e) Why was \$150,000 allocated and only \$17,024 spent? Where does the remaining amount of funds go?

Let the records show the following:

- (1) Mr. McGrath suggested a formation of a consumers group in the communities.
- (2) Mr. Andrew was encouraged to disseminate any information on the Maintenance of Students Programme.
- (3) All information on the Maintenance of Students Programme was given to the principals of the schools in designated communities.
- (4) Two further members will be on the screening committee for student applicants. One member from NMIA - Mr. Charlie Andrew and one member from LIA - Ms. Fran Williams.
- (5) For travel arrangements for Zone meetings, Mr. Bart Jack, RAND, is the contact and he should be notified well in advance.

.../6



(iii) Report by DRAND on Housing Program

Housing lots have been transferred over to Councils. Further information is available to communities, i.e. community plans.

VII.B. ALLOCATION POLICY

Let the records show that there was full agreement to accept the Allocation Policy as follows:

- (1) An amount up to 50% in 1981-82, up to 47% in 1982-83, up to 44% in 1983-84, up to 41% in 1984-85 and up to 38% in 1985-86 be subject to first charge in favour of the Newfoundland Departments of Education, Fisheries and Rural, Agricultural and Northern Development for the provision of programs and services under the Education Programme, Fisheries Programme and Northern Development Programme.
- (2) 25% of the total annual contributions to capital costs for water, sewer and fire facilities.
- (3) Percentage for the communities as follows:  
up to 25% for 1981-82, up to 28% for 1982-83, up to 31% for 1983-84, up to 34% for 1984-85 and up to 37% for 1985-86.

C. Eligible Cost

Let the records show that the Eligible Cost Paper (Appendix VII) was approved and accepted as a reference paper.

Let the records further show the following:

- (1) Mr. Andrew expressed great displeasure with the lack of representation by the Provincial Government personnel to this meeting and the fact that answers to questions had to be obtained over the phone.
- (2) The Inuit in Happy Valley-Goose Bay express displeasure with the fact that they cannot receive funding from the Agreement, as they are not in a designated community.

D. 1982-83 BUDGET(1) Department of Fisheries

Let the records show that \$200,000 for the Department of Fisheries

.../7

for 1982/83 was approved.

Let the records further show to request a report from the Department of Fisheries on their budget, and to have this report delivered to the committee earlier than the last one.

(ii) Department of Rural, Agricultural and Northern Development

Let the records show Mr. Andrew's disagreement of the hiring practices of RAND for the Native Employment Programme. He requests clarification on what exactly the employees are doing.

Let the records show that both LIA and NMIA feel that the Native Employment Programme should be turned over to the communities. Both the Associations and the Provincial Government stated that this would have to be researched further before any decision could be made.

Let the records show that the RAND 1982-83 budget was agreed to in principal with a holdback of \$270,000 from the Provincial Government's 47% and a \$270,000 holdback from the Communities' 28%, pending further information from RAND at the next meeting on their budget reports for 1982-83.

(iii) Department of Education - Operations and Maintenance

Let the records show that the Education Budget of \$1,170,000 as presented by Dr. Fradsham was approved subject to the 47% allocation for 1982/83 and subject to the following observation:-

That in future, the Department encourage more enrichment services so they have the complete spirit of the Agreement in mind for Special Native Programmes and not for things like phone bills, janitors, heat, lights, etc. and consider a definite improved criteria for the future life of the Agreement. Plus, under the suggestion from NMIA and LIA that the school boards listen more to these Associations and not expect them to change their cultures so drastically.

(iv) Report by RAND on Interim Funding to Communities

Appendix VIII shows the projects that have been approved for funding.

Let the records show the following request:

.../8



Recommendations from this committee be expedited more rapidly than they have been.

(v) Regional Plans

Region II - Appendix IX

Let the records show a request of further information of what the Department of Municipal Affairs Policy is on road maintenance and dumpsites in the communities and for this information to be delivered at the next meeting.

Let the records further show approval of the Zone II's budget - \$1,204,700 with the exception of the Community Development Worker, pending further research and discussion.

Region I - Appendix X

Let the records show approval of Zone I's budget - \$516,300 with further authority given to use \$1,000 from the Community Service allocation to drill a well immediately via a proper project proposal; and to further research an alternative solution to using \$30,000 per year for the Davis Inlet Bath House.

Let the records show Agenda Items 7 E through to 8 C (iii) were deferred until the next meeting with a definite request to include the Ownership Policy and Policy on Trusteeship in the next Agenda, with a request to Rand to have a written response on both Policies .

X. DATE, TIME AND PLACE OF NEXT MEETING

The 6th Co-ordinating Committee meeting will be held in Ottawa on Wednesday and Thursday, September 29 and 30; 1982.

Dr. Fradsham moved that the meeting be adjourned, seconded by Mr. Greg Penashue.

Meeting adjourned at 5:30 PM, July 23, 1982.

CANADA/NEWFOUNDLAND NATIVE PEOPLES AGREEMENT OF LABRADOR  
CO-ORDINATING COMMITTEE

The twelfth meeting of the Canada/Newfoundland Native Peoples Agreement for Labrador was held in the Library of the District Vocational School on November 17 and 18, 1983.

1. ROLL CALL

Federal

Mr. Art Higgins	DIAND, Amherest, N.S.
Ms. Laurel Clow	DIAND, Ottawa, Ontario

Provincial

Mr. Lawrence O'Brien	DRAND, Happy Valley
Mr. Fred Andersen	DRAND, Happy Valley

L I A

Mr. August Andersen  
Mr. Brian Penney

N M I A

Mr. Prote Poker  
Mr. Gregory Andrew

Observers

Mr. William Katchinak	Naskaupi Band Council
Mr. Sebastian Piwas	Naskaupi Band Council
Mr. George Rich	Naskaupi Band Council
Mr. Don Dicker	Town Council of Nain
Mr. Frances Penashue	Chief - Innu Band Council
Mr. Daniel Ashini	Innu Band Council
Mr. David Nuke	Innu Band Council

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NFS-00682 [ 01-01 ]



## CANADA/NEWFOUNDLAND NATIVE PEOPLES OF LABRADOR AGREEMENT

## CO-ORDINATING COMMITTEE POLICIES AND PROCEDURES

SUBJECT: ALLOCATION OF FUNDS AVAILABLE UNDER THE AGREEMENT

*21031-R10*  
*50C 7*

- I. The Co-ordinating Committee will utilize the amount allocated to cover their recommendations as follows:
- i. Education enhancement programs, to a maximum of \$5,486,000. over the life of the Agreement.
  - ii. Contributions to Education Capital Construction to a maximum of \$2,500,000. over the life of the Agreement.
  - iii. Contributions to Memorial University Special Projects and T.E.P.L. Program to a maximum of \$457,000. over the life of the Agreement.
  - iv. Contributions towards Adult Education to a maximum of \$500,000. over the life of the Agreement.
  - v. Subsidy to Fish Plant Operations to a maximum of \$750,000. over the life of the Agreement.
  - vi. A contribution, over the life of the Agreement, to a maximum of \$7,196,500. to Northern Development towards:
    - a) The construction of stores in Davis Inlet, Hopedale, Makkovik, and Postville.
    - b) The construction of oil storage facilities in Davis Inlet, Postville, and Makkovik.
    - c) Subsidization of store operations to a maximum of \$750,000., excluding salaries, over the life of the Agreement.
    - d) A contribution to a maximum of \$55,000. towards the operation of the North West River Dormitory.
    - e) Administration salaries, travel and office expenses.
    - f) Committee travel.
    - g) Maintenance of students.
  - vii. A contribution over the life of the Agreement to a maximum of \$12,234,500. to communities to cover programs listed in Community Funding Criteria. Such amounts subject to all conditions in the funding criteria and terms of the Agreement.

..18..





-2-

viii. A maximum of \$9,707,700. will be utilized for water and sewer systems, with construction of these systems being based in communities with the greatest need.

*65% - Reg II - main Affairs  
35% - " I - housing + W.S.*

II. The Community allocations of \$12,234,500. will be divided between Region 1 and Region 2, as follows, over the life of the Agreement. However, these will be subject to modification upon the demonstration of greater need or to conform with relevant funding criteria adopted by the Co-ordinating Committee.

<u>Region 1</u>	- 30%		<u>\$3,670,350.</u>
Northwest River	65%	\$2,385,727.	
Davis Inlet	35%	<u>1,284,623.</u>	
		<u>3,670,350.</u>	

<u>Region 2</u>	- 70%		<u>\$8,564,150.</u>
Nain	42%	\$3,596,943.	
Hopedale	20%	1,712,830.	
Makkovik	16%	1,370,264.	
Rigolet	12%	1,027,698.	
Postville	10%	<u>856,415.</u>	
		<u>8,564,150.</u>	

In the event that it is foreseen that any major area will not utilize its entire allocation (e.g., Education Capital Construction only requires \$1,500,000. out of the \$2,500,000.) then the balance will be recommended for reallocation by the Co-ordinating Committee.

Adopted at Co-ordinating Committee Meeting Number \_\_\_\_\_ on \_\_\_\_\_, 19\_\_

Federal Co-Chairman

Provincial Co-Chairman

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CANADA/NEWFOUNDLAND NATIVE PEOPLES AGREEMENT FOR LABRADORCO-ORDINATING COMMITTEEAUGUST 8 and 9, 1985

The twentieth meeting of the Canada/Newfoundland Native peoples agreement for Labrador was held at the Holiday Inn, St. John's on August 8 and 9, 1985.

Item # 1 - Roll CallFederal Representatives

Dr. Dan Daniels - Indian Affairs, Ottawa  
 Fernand Marcoux - Indian Affairs, Ottawa

Provincial Representatives

Dr. Boyce Fradsham - Department of Education, St. John's  
 Mr. Lawrence O'Brien - Department of Rural, Agricultural  
 and Northern Development, Happy Valley

Labrador Inuit Association

Mr. William Andersen - Labrador Inuit Association, Nain  
 Mr. Fred Hall - Labrador Inuit Association, Nain

Naskaupi Montagnais Innu Association

Mr. Daniel Ashini - Naskaupi Montagnais Innu Association,  
 Sheshatshui  
 Mr. Joseph M. Rich - Naskaupi Montagnais Innu Association,  
 Davis Inlet

observers

Mr. Don Meuse - Indian Affairs, Ottawa  
 Mr. Bill Simon - Indian Affairs, Amherst  
 Ms. Beth Payne - Labrador Inuit Association, St. John's  
 Mr. Richard Budgel - Labrador Inuit Association, St. John's  
 Mr. Bill Pike - Rural, Agricultural and Northern Development,  
 Happy Valley  
 Mr. Sebastian Nuna - Band Council, Sheshatshui

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Mr. Cajethan Rich - Band Council, Davis Inlet  
Mr. George Rich - Band Council, Davis Inlet  
Mr. Sebastian - Band Council, Davis Inlet  
Mr. Matthew Rich - Band Council, Davis Inlet  
Mr. Fred Andersen - Rural, Agricultural and Northern Development  
Happy Valley

Item # 2 - Reading and Approval of Minutes

It was moved by Bill Simon that the minutes of June 17 and 18, 1985,  
be acknowledged as written. Seconded by William Andersen.  
Consensus.

It was moved by Dr. Daniels that the minutes of July 8, 1985,  
be adopted as read. Seconded by Dan Ashini. Consensus.

Item # 3 - Approval of Agenda

The agenda was approved as follows:

1. Roll Call
2. Reading and Approval of Minutes
  - a. June 17 and 18, 1985
  - b. July 8, 1985
3. Approval of Agenda
4. Correspondence
5. 1985-86 Budget
  - a. General Discussion
  - b. Region I
  - c. Region II
    - Emergency Housing Repair
  - d. Department of Rural, Agricultural  
and Northern Development
  - e. Department of Education
  - f. Department of Fisheries
6. Contribution Agreement
  - Balance of funds from Agreement
7. Education Capital - Nain

/3



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8. Discussion - Extention of  
present Agreement or New Agreement
9. Date, Time and Place of Next Meeting

Item # 4 - Correspondence

There wasn't any correspondence tabled.

Item # 5 - 1985-86 Budget

A discussion was held on the Native Peoples Agreement and the new Contribution Agreement.

The Federal representatives explained the interperation of the cost sharing ratio between both levels of Government; the Federal and Provincial, under the Native Peoples Agreement. He also continued on to say that the only way to access the \$ 3.3 million available, was through a new Contribution Agreement separate from the Native Peoples Agreement.

The representatives from the Labrador Inuit Association expressed their dissatisfaction about the New Contribution Agreement. The funds available under the Native Peoples Agreement could be resolved, however, they have some serious questions concerning the New Contribution Agreement. Why was there no consultation with the Labrador Inuit Association or the Naskaupi Montagnais Innu Association, when the New Contribution Agreement was being prepared? Why couldn't the funds, under the New Contribution Agreement, be paid directly to the Native Associations?

Adjourn for lunch 12:00 Noon - 2:00 P.M.

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The meeting convened after lunch with further discussion on the New Contribution Agreement.

At this point, the Labrador Inuit Association stated they wished to opt out of the Native Peoples Agreement and the New Contribution Agreement. The reasons stated for opting out of both Agreements are as follows:

1. Under the terms of the five year Native Peoples Agreement, the province has a commitment to put Provincial dollars in ratio to the Federal dollars in any extension to the Agreement. This was not done.
2. There are no Provincial dollars in the New Contribution Agreement, therefore, these Federal dollars should have been paid directly to the Associations for Native programs.
3. They (Labrador Inuit Association) disagree with the Provincial and Federal Governments preparing and signing a New Contribution Agreement for Native people, without any consultation with either of the Native Associations.

They (Labrador Inuit Association) further stated that rather than come to a state-mate, they would opt out, leaving the Provincial and Federal representatives to make recommendations on how the funds from the Native Peoples Agreement and the Contribution Agreement are to be best allocated.

Both Labrador Inuit Association representatives left the meeting.

The Naskaupi Montagnais Innu Association asked and was granted a short recess. When the representatives returned to the meeting, they clearly stated the Naskaupi Montagnais Innu Association concurred with the statements and actions taken by the Labrador Inuit Association, and they too left the meeting.

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The meeting continued with discussion between the Provincial and Federal representatives.

Meeting adjourned at 5:00 P.M., and convened again the following day, August 9, 1985, at 9:30 A.M.

Let the record show that the following recommendations were made by both the Federal representative and Provincial representatives after both the Labrador Inuit Association and Naskaupi Montagnais Innu Association representatives left the meeting. Both of the associations gave the Government representatives the mandate to allocate the funds from the Native Peoples Agreement and the New Contribution Agreement.

Further, let the record show that the recommendations made were based on 1985-86 proposals, submitted by the Community and Band Councils, and recorded in the Co-ordinating Committee meeting, held on June 17 and 18, 1985; Also, the Emergency Housing Repair program for Region II, and the total dollars available.

The following recommendations were made on the funds available under the Native Peoples Agreement for Labrador for the fiscal year 1985-86:

	AMOUNT	FEDERAL	PROVINCIAL
Dept. of R.A.N.D			
-Retail Store Construction	\$ 598,000.00	\$ 358,000.00	\$ 240,000.00
-Administration	978,000.00	684,600.00	293,400.00

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Maintenance of  
Students

-April 1-August 31	27,500.00	19,250.00	8,250.00
-September 1 - March 31	183,000.00	128,000.00	55,000.00

Department of  
Education

-Operation	1,530,000.00	1,067,500.00	457,500.00
-Capital	500,000.00	375,000.00	125,000.00

Department of  
Fisheries

	50,000.00	45,000.00	5,000.00
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Davis Inlet -  
Capital

-Housing Construction	150,000.00	135,000.00	15,000.00
-Housing Repairs	104,514.00	94,063.00	10,451.00

Sheshatshiu - Capital	119,000.00	107,100.00	11,900.00
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Payments due Province  
for previous  
Expenditures

456,098.00		
<u>\$ 4,696,112.00</u>	<u>\$ 3,013,513.00</u>	<u>\$ 1,221,501.00</u>

The following recommendations were made on the funds available under the New Contribution Agreement for the fiscal year 1985-86:

REGION IDAVIS INLET

Corefunding	\$ 47,400.00 ✓
Administration	47,146.00 ✓
Community Hall	124,544.00 ✓
Bath House	56,620.00 ✓
Housing Repair	337,414.00 ✓
SUB-TOTAL	<u>\$ 613,124.00</u>

.../7

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SHESHATSHIU

Corefunding	\$ 83,743.00✓
Administration	61,776.00✓
Housing Construction	358,460.00✓
Outpost	60,915.00✓
Community Services	10,732.00✓
Housing Repair	23,242.00✓
SUB-TOTAL	<u>\$ 598,868.00</u>

REGION IINAIN

Corefunding	\$ 31,900.00✓
SUB-TOTAL	<u>\$ 31,900.00</u>

HOPEDALE

Corefunding	\$ 47,853.00✓
Administration	14,000.00✓
Pumphouse Repair	2,000.00
Recreation - Community Hall	8,850.00
Arts and Crafts	3,000.00
SUB-TOTAL	<u>\$ 75,703.00</u>

POSTVILLE

Corefunding	\$ 16,400.00✓
Administration	23,100.00✓
Pumphouse Maintenance	10,000.00
Fire Fighting Equipment	30,000.00
Waterline Repairs	10,000.00
Equipment Repairs	5,000.00
Arts and Crafts	5,000.00
Garage Repairs	5,000.00
Cement Mixer	5,000.00
SUB-TOTAL	<u>\$ 109,500.00</u>

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MAKKOVIK

Corefunding	\$ 45,190.00 ✓
Administration	22,000.00 ✓
Water and Sewer Maintenance	88,650.00
Equipment Repair and Maintenance	7,700.00
Heavy Equipment Repair Mechanic	18,000.00
Arts and Crafts	3,500.00
Recreation	5,000.00
Truck Purchase	8,000.00
	<hr/>
SUB-TOTAL	\$ 198,040.00

RIGOLET

Corefunding	\$ 45,190.00 ✓
Administration	35,745.00 ✓
Water Delivery	39,804.00
Equipment Repair and Maintenance	9,000.00
Arts and Crafts	5,000.00
Backhoe Repairs	10,000.00
	<hr/>
SUB-TOTAL	\$ 144,739.00

## Torngat Regional Association

Operations	\$ 135,450.00
Emergency Housing Repairs	864,866.00 ✓
	<hr/>
SUB-TOTAL	\$ 1,000,316.00

Newfoundland/Labrador Housing  
Co-operations

	\$ 564,000.00 ✓
SUB-TOTAL	\$ 564,000.00

SUMMARY:

Davis Inlet	\$ 613,124.00
Sheshatshiu	598,868.00
Nain	31,900.00
Hopedale	75,703.00
Postville	109,500.00
Makkovik	198,040.00

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Rigolet	144,739.00
Torngat Regional Housing Association	1,000,316.00
Newfoundland/Labrador Housing Co-operation	564,000.00
TOTAL	<u>\$ 3,336,190.00</u>

It was agreed that funds will not flow until both representatives had an opportunity to speak with their respective Ministers to explain the happenings over the two day period,

A telegram was tabled concerning funds for water and sewer for Hopedale. (See Appendix I:Attached).

In the Co-ordinating Committee meeting # 18, June 17 and 18, 1985, a recommendation was made by Randy Sweetnam and seconded by Fred Hall, that Nain Town Council wishes to allocate five hundred thousand dollars (\$ 500,000.00) from various water and sewer projects to Nain school construction, subject to agreement and approval by the appropriate educational officials agreeing to the extension of the Nain school, including a language laboratory and additional classrooms. Concensus.

However, as was explained, this request could not be accomodated. Therefore, a recommendation was made that Nain Town Council use the five hundred thousand dollars (\$ 500,000.00) for various community projects as submitted under their 1985-86 project proposals,

The committee members concurred that there were no funds available for water and sewer, but Hopedale will be first priority if more funds do become available. A telegram is to be sent to the community council.

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Meeting adjourned at 3:00 P.M.

\_\_\_\_\_  
Provincial Representative

\_\_\_\_\_  
Federal Representative

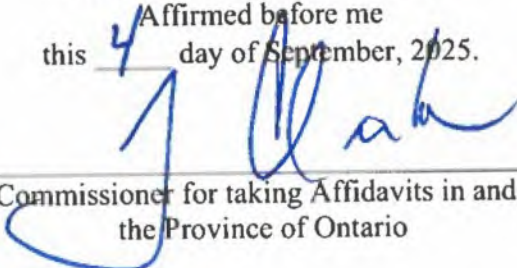
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

2024 01G CP 0064

This is **Exhibit 11** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.



A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025

3/7/86

E1031-R10

VOL 19

CONTRIBUTION AGREEMENT  
BETWEEN THE GOVERNMENT OF CANADA  
AND  
THE GOVERNMENT OF NEWFOUNDLAND  
AND LABRADOR  
FOR THE BENEFIT OF THE INNU OF LABRADOR.

CANADA - NEWFOUNDLAND AND LABRADOR - INNU PEOPLE  
OF LABRADOR CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into the 31 day of July,  
1986.

BETWEEN:

THE GOVERNMENT of Canada as represented  
by the Minister of Indian Affairs and  
Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador  
as represented by the Minister of Rural,  
Agricultural and Northern Development and the  
Minister for Intergovernmental Affairs

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter  
referred to as "Canada") and the Government of Newfoundland  
and Labrador (hereinafter referred to as "the Province") have  
in the past entered into special cost-sharing arrangements for  
the provision of programs and services to certain members of  
communities in Labrador which have a significant proportion of  
native persons;

WHEREAS Canada, through the Minister of Indian  
Affairs and Northern Development, retains a special interest  
in the social and economic development of the Innu people;

WHEREAS the Province recognizes a special interest  
for the social and economic development of Native people as  
citizens of the Province;

WHEREAS Canada and the Province, the Naskapi  
Montagnais Innu Association (hereinafter referred to as NMIA)  
and Innu representatives from the communities of Sheshatshue  
and Davis Inlet have recognized the need for an agreement to  
be entered into between Canada and the Province which will  
give the Innu people more control and flexibility in the  
determination and management of programs in their own  
communities;

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WHEREAS the Treasury Board of Canada, by its Minute Number 802598 of its June 26, 1986 meeting, and the Governor-in Council by P.C. 1986-7/1699, of July 23, 1986, have given authority to the Minister of Indian Affairs and Northern Development to enter into this Agreement on behalf of Canada for the benefit of the Innu of Labrador and approved the terms and conditions of this Agreement;

AND WHEREAS the Lieutenant Governor in Council by Order in Council MC 737-'86, has authorized the Minister of Rural, Agricultural and Northern Development and the Minister for Intergovernmental Affairs to enter into this Agreement with Canada for the benefit of the Innu of Labrador.

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

For the purpose of this Agreement, the following definition applies:

"Band Councils" means the elected board of directors of the entities incorporated under the laws of the Province of Newfoundland and Labrador under the name of " North West River Indian Band " for the community of Sheshatshue and under the name of " Mushuau Innuua " for the community of Davis Inlet, and does not refer to the "council of the band" as defined in the Indian Act.

#### APPLICATION OF AGREEMENT

- 1.1 This Agreement shall apply to those communities in Labrador known as Sheshatshue and Davis Inlet.
- 1.2 Nothing in this Agreement shall affect the operation of federal government departments, other than the Department of Indian Affairs and Northern Development, or provincial government programs and services other than the programs described in this Agreement.
- 1.3 Should proposals for registration of residents of the communities of Sheshatshue (including Lobstick Lake) and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation and obligations created under this Agreement.



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- 1.4 Nothing in this Agreement is to be construed as conferring on or detracting from any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event that this Agreement had not been entered.

#### PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding by Canada and the Province for the delivery of provincial and community services and programs for the benefit of the Innu of Labrador in the communities of Sheshatshue and Davis Inlet.

#### OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

- 3.1 make available to the Innu of Labrador community based and developed programs designed to assist and support them in achieving their cultural, social and economic goals;
- 3.2 provide a measure of financial support for existing provincial and community services and programs for the Innu of Labrador;
- 3.3 assist in the improvement of the standard of living for the Innu of Labrador; and
- 3.4 enhance the socio-cultural development of the Innu of Labrador and enable them to pursue such socio-cultural development within their normal and traditional communities as well as throughout the Province.

#### FUNDING

- 4.1 Canada shall contribute to the Province a maximum amount of \$2,499,620. per fiscal year under this Agreement for two fiscal years, subject to the availability of funds by Parliamentary appropriation for the second year.
- 4.2 The Province shall contribute equivalent to a value of not less than \$277,735. per fiscal year under this Agreement for two fiscal years, which will be additional to Canada's share referred to in 4.1. subject to appropriation by the House of Assembly.

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ALLOCATION OF FUNDS

- 5.1 Funds available under this Agreement shall be allocated based on the proposal which has been submitted jointly by the NMIA and the two communities and negotiated between representatives of the NMIA and the two communities, Canada and the Province.
- 5.2 Funds are to be allocated for purposes of the following services and programs:
- 1) Federal Contribution:
    - a) Provincial Services and Programs.
    - b) Community Services and Programs.
  - 2) Provincial Contribution:
    - a) Administration by the Department of Rural, Agricultural and Northern Development.
    - b) Education.
- 5.3 The general allocation referred to in 5.2 has been approved by both Canada and the Province.
- 5.4 The specific list of projects, programs and services for which funds are to be allocated for fiscal years 1986/87 and 1987/88 forms part of this Agreement and is attached as Annex I.

METHOD OF PAYMENT

- 6.1 The Province's contribution, equivalent to a value of no less than \$277,735. per fiscal year for two fiscal years, shall be provided in the form of programs and services delivered to the Innu of Labrador as detailed in Annex I.
- 6.2 Canada shall make monthly advance payments to the Province, based on projected cash flows provided by the Province and approved by Canada. These projections shall in turn be based, in part, on projections provided by the two communities to the Province.

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- 6.3 Expenditures for the first year under this Agreement shall be made or legally committed by contract, no later than March 31, 1987 and all expenditures shall be made by no later than March 31, 1988;
- 6.4 No part of Canada's contribution under this Agreement shall be applied in respect to payments or expenditures which the Province claims or is eligible to claim against Canada under any other federal-provincial agreement.

#### FINANCIAL ACCOUNTABILITY

- 7.1 The Band Councils shall be accountable to Canada and the Province through the Management Committee to be established pursuant to 10.1.
- 7.2 Accountability by the Band Councils shall take the form of a quarterly financial and activity report, an annual certified audit within 90 days after the end of the fiscal year and by means of their participation in meetings of the Management Committee.
- 7.3 The Province shall be accountable to Canada through the Management Committee described in 10.1, for provincial programs to which Canada is making a financial contribution under this Agreement.
- 7.4 Subject to 7.2, the Province shall provide Canada with an annual certified audit within 120 days after the end of the fiscal year.
- 7.5 Funds for provincial programs and services unspent as of March 31, 1988 when this Agreement terminates shall be reimbursed to Canada by the Province unless otherwise agreed by both parties.
- 7.6 Funds for community programs and services shall be reimbursed to Canada by the Province when these funds have been reimbursed to the Province by the communities. If not reimbursed, it is understood that those funds shall be deducted from the funding to be provided by Canada to the Province under any future agreement for the benefit of the Innu people of Labrador.

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INDEPENDENT AUDITS

- 8.1 Auditors may be appointed by Canada or the Province to review the financial records maintained by the Province or the communities to ensure that the Agreement is being managed in accordance with its terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

DELIVERY OF PROGRAMS

- 9.1 Delivery of provincial programs and services, meaning those programs and services delivered by departments and/or agencies of the Province:
- a) The administration, operation and delivery of provincial programs under this Agreement, more particularly those programs provided by the Departments of Education, Career Development and Advanced Studies and Rural, Agricultural and Northern Development, shall be the responsibility of the Province.
  - b) Any change in budgetary allocations between provincial Departments affecting this Agreement shall be considered by the Management Committee prior to any such change being implemented, subject to the final decision of the Province.
- 9.2 Delivery of community programs and services, meaning those programs and services delivered directly by representatives of the Innu in the communities of Sheshatshue and Davis Inlet:
- a) The administration, operation and delivery of community programs and services shall be the responsibility of the Band Councils. Programs and services shall be delivered to the Lobstick Lake group by Sheshatshue.
  - b) The Band Councils may transfer funds between projects within the Capital and Community Development components of community programs and services for each community in accordance with the approved procedures contained in Annex 2.



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- c) Changes in allocation of funds between Capital and Community Development by either community and for new projects in either community shall be approved by the Management Committee in accordance with the criteria contained in Annex 3.
- d) The Band Councils have developed their own internal control and management procedures (Annex 4), and program descriptions for Capital and Community Development programs (Annex 5), which are acceptable to Canada and the Province and for which the Band Councils shall be accountable to their populations.

#### MANAGEMENT COMMITTEE

- 10.1 A Management Committee of eight members shall be established as soon as possible after the coming into force of this Agreement to make decisions concerning certain changes in budgetary allocations referred to in 9.1 and 9.2, to discuss and resolve other outstanding issues and generally to monitor the implementation of this Agreement.
- 10.2 The Management Committee shall be composed of:
  - a) Two representatives of Canada appointed by the Minister of Indian Affairs and Northern Development,
  - b) Two representatives of the Province of Newfoundland and Labrador appointed by the Minister of Rural, Agricultural and Northern Development,
  - c) The Chief of Sheshatshue or his designated alternate,
  - d) The Chief of Davis Inlet or his designated alternate,
  - e) Two representatives appointed by NMIA so long as there is always one N.M.I.A. representative from Sheshatshue and one N.M.I.A. representative from Davis Inlet.



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- 10.3 Members appointed in accordance with 10.2 may be removed and replaced by the person or body responsible for appointing them.
- 10.4 The Chair will alternate between Canada and the Province from one meeting to the next with Canada chairing the first meeting of the Management Committee. The Chairperson chosen from among its two representatives shall be announced by Canada or the Province at the commencement of the meeting or earlier.
- 10.5 A quorum shall consist of at least four members, one member from Canada, one from the Province, the Chief(s) of the concerned community or both communities as appropriate, and one from the NMIA.
- 10.6 Each member of the Management Committee shall have one vote subject to 10.7.
- 10.7 Subject to 12.1, 12.2 and 12.3, all decisions of the Management Committee shall require a simple majority of the members present and voting. The Chairperson shall not vote except in the event of an equal split at which time he shall vote taking into consideration all appropriate factors.
- 10.8 The Management Committee shall meet at least twice per year but may be convened more often for special meetings if that is deemed necessary to enable it to most effectively discharge its duties. In the event that a special meeting has been called, Canada shall be responsible for designating a suitable time, place and agenda. On agreement of all parties, meetings of the Management Committee may be conducted by conference telephone call. The Chair will be responsible for calling and arranging the semi-annual meetings.
- 10.9 The Province shall supply and bear the costs for a secretary to the Management Committee who shall not be considered a member thereof.
- 10.10 The Management Committee may make such rules of procedure consistent with this Agreement as it considers desirable in respect to the performance of its duties.

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10.11 Decisions of the Management Committee shall be implemented expeditiously provided they fall within the legal and policy mandate of the parties to the Agreement.

#### TERM OF AGREEMENT

11.1 This agreement is for the period of two years from April 1, 1986 to March 31, 1988.

#### AMENDMENTS

12.1 Amendments to any part of this Agreement may be made upon consent of the parties in consultation with the two communities and NMIA.

12.2 Any change to Annex I (budgetary allocations) shall be made in accordance with 9.1 and 9.2.

12.3 Authority to make amendments to Annexes 2, 3, 4 and 5 of this Agreement shall be delegated to the Management Committee and shall require the full consensus of all members of the Committee, including the Chairperson.

#### SCHEDULES

13.1 All Schedules to this Agreement shall be part thereof.

#### INTERPRETATION

14.1 In this Agreement words in the singular include the plural and vice versa and words indicating male persons include female persons and corporations, all as applicable.

#### SENATE AND HOUSE OF COMMONS CLAUSE

15.1 No member of the Senate or the House of Commons of Canada or member of the House of Assembly of Newfoundland shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

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NOTICE

16.1 Any notice or written communication required or permitted to be given pursuant to the Agreement may be given as follows:

a) To Canada:

Associate Deputy Minister  
Department of Indian Affairs and  
Northern Development  
Ottawa, Ontario  
K1A 0H4

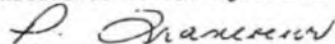
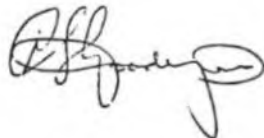
b) To the Province:

Deputy Minister  
Department of Rural, Agricultural, and  
Northern Development  
Confederation Complex Extension,  
Prince Philip Drive,  
St. John's, Newfoundland  
A1C 5T7

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IN WITNESS WHEREOF the Honourable Bill McKnight, Minister of Indian Affairs and Northern Development, has hereunto set his hand on behalf of Canada, and the Honourable Robert Aylward, Minister of Rural, Agricultural and Northern Development and the Honourable Gerald Ottenheimer, Minister for Intergovernmental Affairs have hereunto set their hands on behalf of the Province on this 31 day of July 1986.

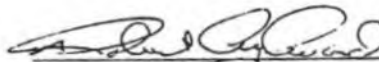
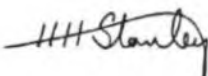
Witnesses to the Agreement

\_\_\_\_\_  
President, NMIA

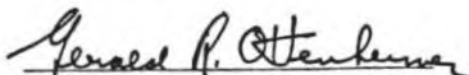
Signed and approved on behalf of the Government of Canada as represented herein by the Honourable Minister of Indian Affairs and Northern Development.

\_\_\_\_\_  
The Honourable Bill McKnight

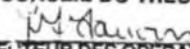
Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by the Minister of Rural, Agricultural and Northern Development.

\_\_\_\_\_  
The Honourable Robert Aylward\_\_\_\_\_  
Chief, Sheshatshue

Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by the Minister for Intergovernmental Affairs.

\_\_\_\_\_  
The Honourable Gerald Ottenheimer\_\_\_\_\_  
Chief, Davis Inlet

JE CERTIFIE QUE CETTE ENTENTE DE  
CONTRIBUTION REMPLIT LES EXIGENCES  
FINANCIERES CONTENUES A LA PRESENTATION  
AU CONSEIL DU TRESOR

  
\_\_\_\_\_  
DIRECTEUR DES OPERATIONS COMPTABLES

## ANNEX 1

## BUDGETARY ALLOCATION:

A-Fiscal year 1986/87

Federal Contribution: \$ 2,499,620

## a) Provincial Services and Program:

Education ( Department of Education) \$421,000  
 T.E.P.L ( Department of Career Dev.  
 and Advanced studies.) \$ 79,000

Sub-total: \$500,000

## b) Community Services and Programs

Sheshatshue:

Capital	Housing:	\$212,098	
	Five-year plan	\$ 50,000	
	Preliminary Water and Sewer plan	\$ 60,000	
	Sub-total		\$322,098

## Community Development

Administration	\$ 98,380	
Core funding	\$ 65,481	
Community services	\$241,530	
Recreation	\$ 14,500	
Outpost program	\$175,500	
Training	\$ 84,840	
Maintenance of students	\$ 30,000	
Nutritional supplement	\$ 22,840	
Housing repairs	\$ 40,001	
Fire protection	\$ 4,620	
Lobstick group	\$ 20,000	
Sub-total		\$797,692

Davis Inlet

Capital	Housing renos.	\$300,667	
	New housing	\$144,000	
	Town plan and survey	\$ 20,000	
	Temporary water supply	\$ 25,000	
	Dump clean up	\$ 12,500	
	Preliminary water and sewer design	\$ 50,000	
	Sub total		\$552,167



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## Community Development

Administration	\$ 60,990	
Core funding	\$ 69,286	
Community services	\$ 80,560	
Recreation	\$ 16,635	
Arts and crafts	\$ 12,006	
Maintenance of students	\$ 20,000	
Outpost program	\$ 48,186	
Fish Camp	\$ 20,000	
Sub total		\$327,663

Provincial Contribution:\$277,735

## R.A.N.D. administration:

Program Delivery	\$125,000	
Store operations	\$125,000	
Sub-total		\$250,000

Education	\$ 27,735	
Sub-total		\$ 27,735

## B-Fiscal year 1987/88

Federal contribution: \$2,499,620

Provincial Services and Programs \$500,000

## Community Services and Programs:

Sheshatshue	\$1,119,790
Davis Inlet	\$ 879,830

Provincial contribution \$ 277,735

Details of the budget to be worked out before the beginning of the fiscal year.

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## ANNEX 2

Procedures for transfer of funds between projects within  
each main component, namely Capital and Community Development

1. Council will use its best efforts to stay within the limits of the approved budgets.
2. It is acknowledged that expenditures will not always be as predicted and the budget will have to be adjusted in light of changing conditions.
3. Actual expenditures will be compared to the budget on a regular basis and the budget will be modified as necessary.
4. All budget revisions will be approved by the Band Council and documented in the minutes.
5. Council may revise its budget to transfer funds to cover normal unanticipated deficits in other approved categories. Copies of the revised budget and explanations will be forwarded to the Management Committee, on a quarterly basis.
6. Capital funds will be maintained in a separate bank account from revenue funds. There will be no transfer of funds between bank accounts, without prior approval of the Management Committee.

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## ANNEX 3

Criteria for accepting changes in the allocation of funds between the major components of the budget and for new projects.

- 1- Proposals shall represent community priorities as expressed by the Band Councils.
- 2- New projects, meaning those not included in Annex 1, need to receive approval of the Management Committee prior to allocation of funds and implementation.
- 3- Proposals shall meet the applicable Federal and Provincial legislative and financial requirements.
- 4- Proposals must receive the approval of a simple majority of the Management committee.

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## ANNEX 4

Internal control and management procedures.I-Current expendituresA) Financial and general controls

- i) Detailed budgets of expenditures are prepared and approved by council.
- ii) Monthly financial statements are prepared and compared to budgets. Deviations from budgets are analysed and appropriate action taken.
- iii) Council meets regularly and minutes are maintained of all council decisions.
- iv) Bank accounts are reconciled monthly. Dual signatures are required on all cheques.
- v) All books of account are balanced and updated monthly. An accounts payable subsidiary ledger is maintained recording all outstanding bills and is balanced monthly to the general ledger.

B) Purchases, payables, payments ( regular purchases)

- i) Only certain designated individuals are authorized to purchase items for council. Suppliers are notified of these individuals.
- ii) When invoices are submitted to the council office the financial administrator examines invoices for:
  - Signature of appropriate individual indicating receipt of goods.
  - Clerical accuracy
  - Validity of prices
  - Appropriate expense account distribution
- iii) When these procedures are satisfactorily performed the invoice is entered in the accounting records.

C) Aircharters ( outpost program)

- i) Air charter authorization forms are utilized.
- ii) These forms must be presented to the air carrier and signed by an authorized member of council before an aircraft will be used.
- iii) All air carriers in the Goose Bay area have been notified in writing with specimen signatures of those persons authorized to sign the air charter form.
- iv) The financial administrator signs all forms in addition to a council member to verify that sufficient funds are available for the charter.

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- v) All flight details including passenger & route are documented on the form.
- vi) Forms are triplicate and pre-numbered with all numbers being accounted for.
- vii) When invoices are received they are matched to the authorization form and differences followed up with the air carrier.

#### D) Travel expenditures

- i) Where travel advances are issued to travelling officers or employees, these amounts are issued separately to each individual with each person responsible for the amount received. All advances are recorded as an account receivable in the records of the Innu Council until supported by valid receipts.
- ii) all travelling employees or officers must submit standard travel claims documenting valid travel costs incurred. The travel claim documents the purpose of the trip and the expenditures incurred. Supporting receipts should be attached to the travel claim.
- iii) The Band Council has adopted standard per diem rates for reimbursement of meals while travelling on council business. The rate has been approved in the meetings of the council .
- iv) Employees using their own vehicle are to be reimbursed at a rate of 30 cents a Km.
- v) The rate for private lodging will be \$ 20.00 per day.

#### II-Capital expenditures

- i) Consulting engineers must be in place prior to the commencement of any major capital projects.
- ii) The engineer will prepare the preliminary design working papers and tender documents.
- iii) The engineer will arrange for the calling of public tenders. The lowest or any tender will not necessarily be accepted.
- iv) Local preference may be a criteria in selecting contractors where the benefits justify selecting other than the lowest bid.
- v) The engineer will recommend the contractor to council based upon the tendering process.
- vi) The selection of the council will be clearly documented in the minutes of the council. Where other than the lowest bid is accepted, the reasons for this will also be recorded.
- vii) All contractors will be paid on a percentage- of-completion basis with a ten percent holdback until satisfactory completion of the project.



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viii) All requests for progress payments will be approved by the supervising engineer before payment is made.

ix) Holdback will be released only when the engineer has certified satisfactory job completion.

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## ANNEX 5

## PROGRAM DESCRIPTIONS OF COMMUNITY SERVICES AND PROGRAMS..

I- General Funding Criteria

- a) All applicants receiving funding under the agreement must comply with these criteria.
- b) The proposals for funding must be consistent with sections 3 and 4 of the contribution agreement.
- c) Applications must be made through or approved by the Innu Councils of Davis Inlet and Sheshatshue.
- d) Applications must be made in writing to the management committee and must document the following:
  - i) Purpose of the funding.
  - ii) Specific objectives and benefits to be achieved: where it is applicable and practical to do so, these objectives should be quantified, i.e. the number of people to participate in the outpost program, the number of families benefitting from the nutritional supplement program, the number of houses to be repaired, etc.
  - iii) A detailed budget of expenditures.
- e) Quarterly and annual reports should compare both:
  - i) the actual costs to the budgeted expenditures, and;
  - ii) where applicable, the benefits achieved to objectives and benefits specified in the original funding proposal.

II- Eligible Programs1) ADMINISTRATION AND CORE FUNDINGa) Overhead expensesPurpose

To pay for basic administrative and overhead costs associated with the operation and maintenance of a council and council offices, including (but not necessarily restricted to):

- Election expenses
- Honoraria
- Insurance
- Meetings
- Office furniture and equipment
- Office supplies
- Professional fees
- Utilities
- Travel, including that for Management Committee business

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b) Wages and employee benefitsPurpose

To pay for wages of administrative and executive personnel including (but not necessarily restricted to)

- Chief
- Financial administrator
- Office secretary

2) COMMUNITY SERVICESPurpose

To provide the Innu Councils with funding to provide basic services to the communities of Sheshatshue and Davis Inlet, including (but not necessarily restricted to):

- Fire protection
- Roads and improvements
- Sanitation and waste removal
- Maintenance and repairs to public buildings
- Operation, Maintenance and repairs to vehicles and equipment necessary to provide the above services.
- Wages and benefits of employees involved in the above activities.
- Capital expenditures necessary to provide the infrastructure required to carry-out these services.

3) HOUSINGa) New house constructionPurpose

To provide an adequate level of housing to the Innu of the above mentioned communities.

b) Housing repairsPurpose

To maintain existing houses to adequate living standards.

c) Housing SubsidiesPurpose

To provide a measure of support to Innu residents who have the means to build their own homes in part or have already acquired their own homes outside of funding from native peoples agreement.

d) Criteria

- 1) New housing is to be made available only to Innu residents of Sheshatshue and Davis Inlet for homes located in, or to be constructed in those communities.
- 2) Eligibility for new homes must be based on the principle of greatest need first. This is to be decided by the Band Councils and documented in the minutes.
- 3) Title to the house and land must be vested in the Band Council's name with full recognition of the occupant's equity.

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- 4) All sources of funding required to complete any home or renovations to a home are to be identified in any submission for funding.
- 5) Funds for housing repairs are to be applied to major repairs and not to minor maintenance repairs.
- 6) Capital funds for housing are not to be used for mortgage repayments.
- 7) Appropriate insurance will be required on all homes receiving grants. It will be the responsibility of the Council to affirm that insurance is obtained and made payable to the Council.
- 8) Where an individual has previously received a grant and they have sold the home, they will not be eligible for any additional grant.

#### 4) MAINTENANCE OF STUDENTS

##### a) Eligibility

Any Innu student living in Davis Inlet or Sheshatshue.

##### b) Qualifications for admittance

Students qualify for admittance providing:

- a) they are accepted into an Academic Course or Vocational Training at a recognized University or Trade School.
- b) They are recommended by the Band Council.
- c) Students must complete prescribed forms of application for assistance and have proof of acceptance as full-time students, including proof of accommodations, before assistance with transportation is provided.
- d) Applications must be received by the Council at least one month before student is required to travel.
- e) Applications for colleges, universities, etc. outside of the province will not be accepted unless they are accompanied by a recommendation from Memorial University stating that they are unable to offer the relevant course and a recommendation that the student go elsewhere.
- f)
  - 1) Part-time or mature students will not be assisted unless specifically accepted by the Councils.
  - 2) Students who attend for one semester will not be financially assisted to return to place of study unless they have passed the required number of courses or have special approval from the Band Council of Sheshatshue or Davis Inlet.



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- g) The following assistance is provided to eligible students in full-time attendance at University or Trade School:
- 1) Return transportation costs from home community to place of study;
  - 2) Return transportation to home for Christmas or Easter ( one per year);
  - 3) Full tuition;
  - 4) Full costs of books;
  - 5) Full costs of accommodation on campus;
  - 6) Meals at University, or appropriate institution or training;
  - 7) Student council fees;
  - 8) Two hundred dollars( \$ 200.00 ) per month for pocket money and incidentals; ( persons with dependants).
  - 9) Medical attention, including glasses and/or prescriptions.

Students without dependents, not living on campus, will receive 1,2,3,4,7, and 9 above, plus \$ 150.00 per week for board, lodging and incidentals.

Students with dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$181 per week with one dependent, \$193 per week with two dependents, \$203 per week with three dependants, \$214 per week with four or more dependents, for board, lodging and incidentals.

The above assistance is provided to eligible students without considering cash on hand, other income, or the family income or circumstances.

The above assistance is subject to change upon review and approval by the Band Council of Sheshatshue or Davis Inlet.

#### 5) CULTURAL PROGRAMS

Including: a) Crafts  
b) Arts Program  
c) Traditional Customs

#### Purpose

To assist in promoting the traditional and contemporary lifestyles of the Innu Peoples of Labrador.

#### Eligibility

The Labrador communities of Sheshatshue and Davis Inlet are eligible.

#### Qualifications

1. The proposal must show that the project is generally supported by the community.
2. Capital cost cannot be more than 20% of the total allotment of funds for a given project, except where publications of Native material, such as literature and music, require 100% funding.



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3. Applicants must demonstrate that all other sources of funding for the cultural programs have been sought before funds from the Agreement will be made available.

4. Funding for this Activity is part of Community Allocations.

6) RECREATION

Purpose

To provide facilities within the communities of Sheshatshue and Davis Inlet for social and recreational benefits.

Eligibility

Any organization or group within the above communities is eligible.

Qualifications

This project should result in positive social benefits for the community, in the area of :

- a) upkeep of facilities
- b) development of facilities
- c) employment of personnel
- d) development and delivery of programs.

Funding for this Activity is part of Community Allocations.

7) LIBRARY

Purpose

To provide the Innu Peoples of Labrador with public reading material. This is designated to enhance the residents' access to information.

Eligibility

Any community organization and/or group within the communities of Davis Inlet and Sheshatshue is eligible.

Qualifications

1. The proposal should result in positive social benefits for the community.
2. Funds for this project may be supplemented by other sources, but will not duplicate other such programs.
3. Funds may be used for the purchase of books, magazines, subscriptions for newsletter, information pamphlets, or any other information bulletin.

Funding for this Activity is part of Community Allocations.

- 13-

8) OUTPOST PROGRAM

Purpose

To assist the Innu people to pursue, from time to time, traditional living practices away from the home community.

Eligibility

The eligible communities are Davis Inlet and Sheshatshue.

Eligible Costs

- a) Cost of transportation, by most reasonable means, to the site or sites, travel in and around the sites and return transportation to the home communities.
- b) Costs incidental to a) above including, but not limited to:
  - fuel
  - radios and batteries
  - food
  - miscellaneous
  - supplies

9) TRAINING

Purpose

To assist the Innu people of Labrador to pursue academic and technical training.

Eligibility

The eligible communities are Davis Inlet and Sheshatshue.

Qualifications

This program is to permit the Innu person to take advantage of training programs not normally covered by the Maintenance of Students Program.

The training program will be reviewed by the Management Committee which will make the final decision regarding acceptance or rejection of the program.

Eligible Costs

Those costs of transportation, program costs and incidentals, agreed upon by the Management Committee on a case-by-case basis.

Funding for this Activity is part of Community Allocations.

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**10) NUTRITIONAL SUPPLEMENT:****Purpose**

To assist the Innu of Labrador in accessing nutritional supplements, in order to maintain a viable and healthy diet of country foods.

**Eligibility**

The eligible communities are Davis Inlet and Sheshatshue.

**Qualifications**

- a) Funding will be made available to provide country foods to the old aged, disabled and sick of the Innu communities who cannot participate in the Outpost Program.
- b) Funding may also be made available to provide lunches to schools.

Funding for this Activity is part of Community Allocations.

**11. SPECIAL PROGRAMS**

To provide funding for other programs consistent with the General Funding Criteria that may be approved by the Management Committee, (including but not necessarily restricted to:

- Development of local industries including fish camps.
- Formation of development corporations.
- Lobstick group to supplement their funding requirements resulting from the distance in settlement from the main community of Sheshatshue; this funding is not intended to duplicate funding through other eligible programs, and the Lobstick group is eligible to benefit from all eligible programs provided by Sheshatshue which are funded through this Agreement.

**III- SUBJECT: CO-MANAGEMENT AND TRUSTEESHIP**

It is recognized by the Management Committee that the Province must have the authority to co-manage or take under trusteeship any community or project when management difficulties are recognized and serious enough in nature to warrant such action. These difficulties are usually recognized by:

- 1. Lack of supporting documents for expenditures.
- 2. Lack of up-to-date books of record.
- 3. Expenditure of funds for purposes other than those approved.
- 4. Overspending without proper authority.
- 5. Loss of records.
- 6. Lack of proper audits.

Before the Province, through the Department of Rural, Agricultural and Northern Development, undertakes co-management or trusteeship of a community or project, it will immediately request a special meeting of the Management Committee to report the requirement for this action.

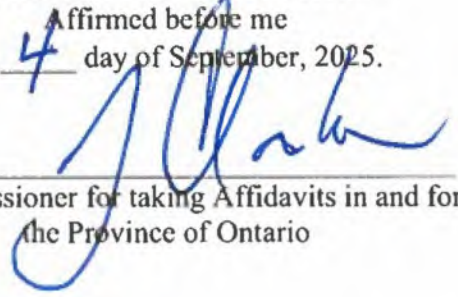
At the next regular Management Committee Meeting, the Province will submit a report outlining their actions and a plan to get control back in the hands of the community or project as quickly as possible.

At each ensuing Management Committee Meeting, the Province shall submit an update on all communities and projects under co-management or trusteeship.

2024 01G CP 0064

This is **Exhibit 12** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.



A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025



Canada/Newfoundland Innu of Labrador Agreement

Negotiation meeting, August 12, 1987, at the  
R.C.Schoolboard.

1. Introduction of the participants and their role in the negotiations.

For the Province:	Ray Hawco	Chief Negotiator Intergovernmental Affairs.
	John McGrath	ADM,RAND.
	Fred Andersen	RAND
For Canada	Fernand Marcoux	Chief Negotiator DIAND, Hull
	Bert McKenzie	DIAND, Amherst
For Sheshasheit	Daniel Ashini	Chief
	David Nuke	Councillor
	Sebastian Nuna	Councillor
	Theresa Morrison	Accountant
For Davis Inlet	George Rich	Chief
	Ned Piwash	Councillor

1- Objective of the meeting:

- 1.1 As indicated by Mr. Hawco, the purpose of the meeting is to become familiar with the people representing the Innu interests, determine the issues to be discussed and to establish a schedule of meetings for the negotiations.
- 1.2 Chief Daniel Ashini wanted to discuss the issue of direct funding from Canada and; wanted to know what had been discussed between Canada and the Province at previous meetings similar to the one in St. John's, in January 87, (if agreement had already been reached between governments and the purpose of those meetings was then to rubber stamp previous decisions.)
- 1.3 Federal chairman responded that the meeting in St. John's was to examine the various options and issues related to the new agreement and that matters were opened for discussions at this table.

P.040

AUG.21 '87 15:12 HQ INDIAN & NORTH

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NFS-01783 [ 02-02 ]



2. Target date for completion of the negotiations:

It was agreed by the parties that the target date for completion of the negotiations should be Christmas 87. To that effect, it is envisaged that three meetings will be sufficient to complete the talks.

3. Term of the new agreement:

A five-year term agreement was first contemplated. Later during the meeting, the question was asked if a ten year agreement would not be more appropriate to plan for the construction of water and sewer services in the two communities of Innu.

This matter will be further studied by the various parties and reexamined at the next meeting.

4. Participants to the negotiations

The representatives of the two communities of Innu.

No representative from NMIA attended this meeting but it was indicated that they would participate in the next meetings. The role of NMIA is to consider the general needs and share information in relation to their other initiatives.

The Innu suggested that the people living in Lobstick Lake are planning to return to Sheshasheit and that, regardless, any programs or services for Lobstick would be channelled through the Sheshasheit Indian Band Council. Lobstick is considered an outpost camp of Sheshasheit. Sheshasheit is considering a review and possible new attempt at starting inland fishery at Lobstick Lake.

5. Parties to the agreement:

It was indicated by the representatives of both governments that the agreement would be a bilateral one, signed by the ministers of both governments; the Innu representatives would sign as witnesses, unless they choose not to do so for their own reasons.

However, it is expected that the representatives of the Innu groups will fully participate in the negotiations. It is most important to reach the best agreement possible for the communities, given the 5 year-term which is considered and even more important, should we eventually change to a ten-year term.

P.041

AUG.21 '87 15:13 HQ INDIAN & NORTH



-Type of funding:

In response to the issue raised by Mr. Daniel Ashini, Canada's representatives indicated that direct funding to the communities would not be considered by Canada under this agreement until the matter of land status, jurisdiction, eligibility has been clarified and determined in the lands claims process.

7-Amount of funding:

From the Province: No financial commitment is made at this time, however, it is expected that the amount will be similar to what we have in the existing agreement.

From Canada: An amount of \$ 2, 499,620 per year is in the Department's budget for this agreement.

Mr. John McGrath suggested that we start with a "0 Base" budget in order to include the need for water and sewer services in the Innu communities. He also objects to the fact that the split of funds between the Innu and the Inuit has already been made by Canada.

8-Water and sewer services:

The two Innu communities are considering modern types of services for their communities at an estimated cost of \$5 million for Sheshasheit and \$3.4 million for Davis Inlet.

9-Clause with respect to the registration of Indians and the lands claims settlement:

Clauses will be discussed to be included in the agreement with respect to those two subjects, for example, the agreement could be subsumed by a Land Claims settlement.

10. Process to transfer funds from the Province to the communities:

Further to some delays incurred in the transfer of funds to the communities at the beginning of this fiscal year, the communities asked the Province if it is possible to prevent such delays in the future.

1195

P.042

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INAC At File E-4000-10-MC Vol. 2 [Restricted]



NFS-01783 [ 02-02 ]

10/10

It was explained that the transfer of funds was subject to the budgetary approval process of the Province and that "interim supply" is not always available on April 1 of each fiscal year. The Province agrees that in future, every effort will be made to better inform the communities as to the time when they can expect their funds and therefore to align their commitments accordingly.

11- Annex 3

The Province was concerned with the wording of Annex 3. They indicated that changes to budgets although accepted by the Management Committee could be refused by the Province if they were against some provincial policy. It was later found that section 10.11 was dealing with that issue. However, the wording in Annex 3 could be corrected in the new agreement.

12- Redirection of funding:

The Province requested that the funding component previously directed to the construction of new stores in the Inuit communities be redirected to capital (specifically water and sewer) in the two Innu communities.

The Province also suggested that if other funding is needed for the Inuit, it may be better accomplished by the land claims negotiations.

13- Next meeting:

The next meeting will take place in Goose Bay, October 14-15.

14- Follow-up to the meeting:

- a) Parties will review the notes of the meeting.
- b) The communities will prepare a budget proposal for the first year and a five-year plan.
- c) Canada and the Province will examine the question of a 10 year-agreement for the Innu.
- d) The parties will review the wording of the existing agreement in order to identify the issues and propose the necessary changes.

Prepared by: Fred Andersen  
Fernand Marcoux  
INNUAU12 August 21, 1987

P.043

AUG.21 '87 15:14 HQ INDIAN & NORTH

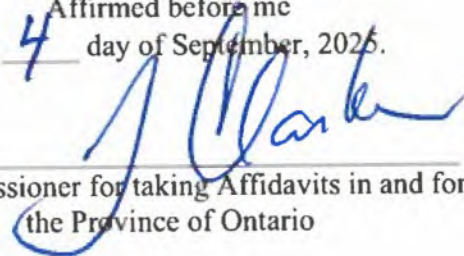
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2024 01G CP 0064

This is **Exhibit 13** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



AMENDMENT TO THE CANADA-NEWFOUNDLAND AND LABRADOR-  
 INNU PEOPLE OF LABRADOR CONTRIBUTION AGREEMENT  
 DATED JULY 31, 1986

THIS AMENDMENT to the agreement entered into the 31<sup>st</sup> day  
 of May, 1988.

BETWEEN

THE GOVERNMENT of Canada as represented by the  
 Minister of Indian Affairs and Northern  
 Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador as  
 represented by the Minister Responsible for Northern  
 Development and the Minister of Intergovernmental  
 Affairs

OF THE SECOND PART

WHEREAS the Government of Canada, the  
 Province, the Naskapi Montagnais Innu Association  
 (N.M.I.A.) and those communities in Labrador known as  
 Sheshatshui and Davis Inlet have agreed to extend the  
 existing Agreement for a period of one year;

WHEREAS the Treasury Board of Canada at its  
 April 20, 1988 meeting, and the Governor-in-Council by P.C.  
 1988-4/776 of April 28, 1988, have given authority to the  
 Minister of Indian Affairs and Northern Development to enter  
 into this Amendment of the Agreement on behalf of Canada for  
 the benefit of the Innu of Labrador and approved the terms  
 and conditions of this Amendment;

WHEREAS the Lieutenant Governor in Council by  
 MC 325-'88, has authorized the Minister Responsible for  
 Northern Development and the Minister of Intergovernmental  
 Affairs to enter into this Amendment of the Agreement with  
 Canada for the benefit of the Innu of Labrador.

NOW THEREFORE the parties, in consideration of these  
 presents agree that the following paragraphs and  
 ANNEX 1 of the existing Agreement be amended to  
 read as follows:

APPLICATION OF THE AGREEMENT

- 1.1 This Agreement shall apply to those communities in  
 Labrador known as Sheshatshui and Davis Inlet and to  
 the N.M.I.A. as indicated in Annex 1.

PURPOSE OF THE AGREEMENT

- 2.1 The purpose of the Agreement is to provide funding by  
 Canada and the Province for the delivery of provincial  
 and community services and programs for the benefit of  
 the Innu of Labrador, in the communities of  
 Sheshatshui and Davis Inlet and for expenditures  
 incurred by the N.M.I.A. and the above-mentioned  
 communities in the planning, consultation and  
 negotiation of a long-term agreement as the successor  
 of the existing Agreement.



**FUNDING**

- 4.1 Canada shall contribute to the Province a maximum amount of \$2,756,600 for fiscal year 1988/89 under this Agreement.
- 4.2 The Province shall contribute equivalent to a value of not less than \$ 309,845 for fiscal year 1988/89 under this Agreement, which will be additional to Canada's contribution referred to in 4.1.

**ALLOCATION OF FUNDS**

- 5.1 Funds available for fiscal year 1988/89 under this Agreement shall be allocated proportionally on the basis of the budget allocations contained in the ANNEX 1 of the Agreement for fiscal year 1986/87 and fiscal year 1987/88.
- 5.2 Funds are to be allocated for purposes of the following services and programs:
  - 1) Federal Contribution:
    - a) Provincial Services and Programs
    - b) Community Services and Programs
 

Including expenditures incurred by N.M.I.A. and the above-mentioned communities for the purpose of planning, consultation and negotiation of a long-term agreement.
  - 2) Provincial Contribution:
    - a) Rural, Agricultural and Northern Development, including administration, store operations and the cost of updating the community plans.
    - b) Education
- 5.4 The specific list of projects, programs and services for which funds are to be allocated for fiscal year 1988/89 forms part of this Agreement and is attached as Annex 1.

**METHOD OF PAYMENT**

- 6.1 The Province's contribution, equivalent to a value of no less than \$309,845 for fiscal year 1988/89 shall be provided in the form of programs and services delivered to the Innu of Labrador as detailed in ANNEX 1.
- 6.3 Expenditures for fiscal year 1987/88 under this Agreement shall be made or legally committed by contract no later than March 31, 1988 and all expenditures under this extension of the Agreement shall be made no later than March 31, 1989.

**FINANCIAL ACCOUNTABILITY:**

- 7.5 Funds for provincial programs and services unspent as of March 31, 1989 when this Agreement terminates shall be reimbursed to Canada by the Province unless otherwise agreed by both parties.

- 7.6 Funds for community programs and services unspent as of March 31, 1989 shall be reimbursed to Canada by the Province when these funds have been reimbursed to the Province by the communities. If not reimbursed by the Province, it is understood that those funds shall be deducted from the funding to be provided by Canada to the Province under any future agreement for the benefit of the Innu of Labrador.

## MANAGEMENT COMMITTEE:

- 10.2 b) Two representatives of the Province of Newfoundland and Labrador appointed by the Minister Responsible for Northern Development.

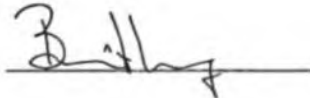
## TERM OF THE AGREEMENT

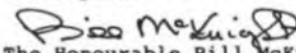
- 11.1 This Agreement is extended for the period of one year and shall terminate on March 31, 1989.

IN WITNESS WHEREOF the Honourable Bill McKnight, Minister of Indian Affairs and Northern Development, has hereunto set his hand on behalf of Canada, and the Honourable Garfield Warren, Minister Responsible for Northern Development and the Honourable Ron Dawe, Minister of Intergovernmental Affairs have hereunto set their hands on behalf of the Province on this 31<sup>st</sup> day of May, 1988.

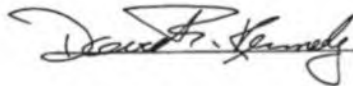
Witnesses to the agreement:

Signed and approved on behalf of the Government of Canada as represented herein by the Honourable Minister of Indian Affairs and Northern Development.



  
The Honourable Bill McKnight

Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by the Minister Responsible for Northern Development.



  
The Honourable Garfield Warren

Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by the Minister of Intergovernmental Affairs.



  
The Honourable Ron Dawe

## ANNEX 1

Budget allocation	1988/89
A - Federal Contribution:	\$2,756,600
a) Provincial Services and Programs:	
Education (Department of Education)	\$462,090
T.E.P.L. (Department of Career Dev. and Advanced studies)	\$ 86,710
Total:	\$548,800
b) Community Services and Programs	
Expenses for consultation and negotiation of the long term agreement to be transferred to N.M.I.A	\$ 13,000
Total	\$ 13,000
<u>Sheshatshui:</u>	
Capital programs:	
Housing	
Purchase (3)	\$140,100
Subsidy	\$ 11,000
Construction(8)	<u>\$420,000</u>
Total Housing	\$571,100
Sub-total	\$571,100
Community Development	
Core funding	\$ 90,000
Administration	\$ 95,510
Community services	\$151,160
Outpost Program	\$150,000
Fire Department	\$ 5,000
Student Maintenance	\$ 50,000
Housing Repair	\$ 61,320
Nutritional Supplement	\$ 40,000
Recreation	<u>\$ 15,000</u>
Sub-total	\$657,990
Total for the Community	\$1,229,090

Davis Inlet

## Capital programs:

Housing (deferred from 1987)	\$392,594
Water and Sewer (plans and specs)	\$ 81,792

Sub-total	\$474,386
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## Community Development: Operating Programs:

Administration	\$151,250
Core Funding	\$ 52,500
Community Services	\$ 98,114
Recreation	\$ 26,730
Arts and Crafts	\$ 40,880
Student Maintenance	\$ 22,050
Outpost Program	\$ 79,800
Development Corp. (fishing lodge)	\$ 20,000

Sub-total	\$491,324
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Total for the community:	\$965,710
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Provincial Contribution (\$ in kind)	\$309,845
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## a) R.A.N.D

Administration and Program Delivery	\$137,200
Store operations	\$137,200
Community Plans update	\$ 5,000

Sub-total	\$279,400
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b) Education	\$30,445
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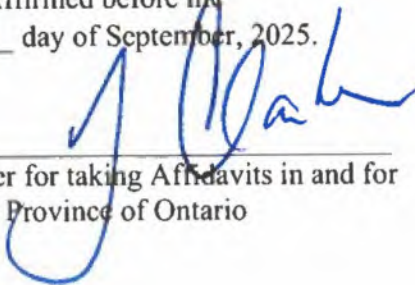
Sub-total	\$ 30,445
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TOTAL FUNDING FOR THE AGREEMENT FOR 1988/89	\$3,066,445
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2024 01G CP 0064

This is **Exhibit 14** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



4115-30/3

21.JUL.1989-022525

CONTRIBUTION AGREEMENT  
BETWEEN THE GOVERNMENT OF CANADA  
AND  
THE GOVERNMENT OF NEWFOUNDLAND  
AND LABRADOR  
FOR THE BENEFIT OF THE INNU COMMUNITIES OF LABRADOR.

- 2 -

4115-30/3

CANADA - NEWFOUNDLAND AND LABRADOR - INNU COMMUNITIES  
OF LABRADOR CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into the 21<sup>st</sup> day of  
July, 1989.

BETWEEN:

21 JUL 1989 022524

THE GOVERNMENT of Canada as represented  
by the Minister of Indian Affairs and  
Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador  
as represented by the Premier of the Government of  
Newfoundland and Labrador and the Minister of  
Development

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter  
referred to as "Canada") and the Government of Newfoundland  
and Labrador (hereinafter referred to as "Newfoundland") have  
in the past entered into special contribution arrangements for  
the provision of supplementary programs and services to the  
residents of the Innu communities of Davis Inlet and  
Sheshatshit;

AND WHEREAS Canada, through the Minister of Indian  
Affairs and Northern Development, maintains a special interest  
in the social and economic development of the Innu people;

AND WHEREAS Newfoundland recognizes the need for  
supplementary programs and services in the communities of  
Davis Inlet and Sheshatshit and further recognizes that these  
supplementary programs and services must be available to all  
residents of these communities;

AND WHEREAS Canada and Newfoundland, the Naskapi  
Montagnais Innu Association (hereinafter referred to as NMIA)  
and representatives from the communities of Sheshatshit and  
Davis Inlet have recognized the need for an agreement to be  
entered into between Canada and Newfoundland which will give  
the Innu people more control and flexibility in the  
determination and management of programs in their own  
communities;

- 3 -

AND WHEREAS the Treasury Board of Canada, at its June 15, 1989 meeting, and the Governor-in Council by P.C. 1989 - 1186, of June 20, 1989, have given authority to the Minister of Indian Affairs and Northern Development to enter into this Agreement on behalf of Canada for the benefit of the Innu of Labrador and approved the terms and conditions of this Agreement;

AND WHEREAS the Lieutenant Governor in Council by Order in Council MC 797-'89, has authorized the Premier of the Government of Newfoundland and Labrador and the Minister of Development to enter into this Agreement with Canada for the benefit of the residents of the communities of Davis Inlet and Sheshatshit.

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

DEFINITIONS:

For the purpose of this Agreement, the following definitions apply:

"Band Councils" means the elected board of directors of the entities incorporated under the laws of the Province of Newfoundland and Labrador under the name of "North West River Indian Band" for the community of Sheshatshit and under the name of "Mushuwau Innua" for the community of Davis Inlet, and does not refer to the "council of the band" as defined in the Indian Act.

"Innu Communities" means the communities of Davis Inlet and Sheshatshit and includes all residents of these communities.

APPLICATION OF AGREEMENT

- 1.1 This Agreement shall apply to the Innu communities.
- 1.2 Nothing in this Agreement shall affect the operation of federal government departments, other than the Department of Indian Affairs and Northern Development, or provincial government departments other than the Department of Development, and the Department of Education.
- 1.3 Nothing in this agreement shall prohibit residents of the Innu communities from seeking access to any federal, provincial or federal/provincial programs and services to which they would otherwise have access.

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- 1.4 Should proposals for registration of residents of the communities of Sheshatshit and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation and obligations created under this Agreement.
- 1.5 Nothing in this Agreement is to be construed as conferring on or detracting from any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event that this Agreement had not been entered.

#### PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding by Canada and Newfoundland for the administration and delivery of supplementary provincial and community services and programs for the benefit of the Innu communities.
- 2.2 The purpose of this Agreement is also to ensure that the supplementary provincial and community programs and services are available to all the residents of the Innu communities.

#### OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

- 3.1 make available to residents of the Innu communities, community based and community developed programs designed to assist and support them in achieving their cultural, social and economic goals;
- 3.2 provide a measure of financial support for existing provincial and community services and programs for the residents of the Innu communities;
- 3.3 assist in the improvement of the standard of living for the residents of the Innu communities; and,



- 5 -

- 3.4 enhance the socio-cultural development of the residents of the Innu communities and enable them to pursue such socio-cultural development within their normal and traditional communities as well as throughout Newfoundland.

#### FUNDING

- 4.1 Canada shall contribute to Newfoundland a maximum amount of \$2,938,535 for fiscal year 1989-90 under this Agreement. For fiscal year 1990-91, Canada shall contribute to Newfoundland an amount of \$2,938,535 with a possible additional amount to compensate in part for increased costs subject to Parliamentary appropriation sought on a yearly basis.
- 4.2 Newfoundland shall contribute a maximum amount equivalent to a value of \$330,295 for fiscal year 1989-90 under this Agreement. For fiscal year 1990-91, Newfoundland shall contribute an amount equivalent to a value of not less than \$330,295 subject to an additional amount proportional to the increase which may be provided by Canada for that fiscal year. This contribution will be additional to Canada's share referred to in 4.1. and shall be subject to appropriation by the House of Assembly.

#### ALLOCATION OF FUNDS

- 5.1 Funds available under this Agreement shall be allocated based on
- 1) the proposal which was submitted jointly by the two communities for the split of federal funding between the two communities for the two fiscal years 1989-90 and 1990-91, and;
  - 2) the proposed detailed budgets submitted by each community, and
  - 3) the results of the negotiations between representatives of the NMIA and the two Innu communities, Canada and Newfoundland.



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5.2 Funds are to be allocated for purposes of the following services and programs:

1) Federal Contribution

- a) Supplementary Provincial Programs and Services as referred to in 9.1;
- b) Supplementary Community Programs and Services as referred to in 9.3;

2) Provincial Contribution

Supplementary Provincial Services and Programs as referred to in 9.1.

5.3 The specific list of projects, programs and services for which funds are to be allocated for fiscal year 1989-90 is attached as Annex I and forms part of this Agreement.

5.4 The specific list of the elements of the Supplementary School Board Operations for fiscal years 1989-90 and 1990-91 is attached as Annex I and forms part of this Agreement.

METHOD OF PAYMENT

6.1 Newfoundland's contribution shall be provided in the form of Supplementary Provincial Programs and Services delivered to the Innu communities as detailed in Annex I.

6.2 Canada shall make monthly advance payments to Newfoundland, based on projected cash flows provided by Newfoundland and approved by Canada.

6.3 Expenditures for the first year under this Agreement shall be made or legally committed by contract, no later than March 31, 1990 and all expenditures shall be made by no later than March 31, 1991;

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- 6.4 No part of Canada's contribution under this Agreement shall be applied in respect to payments or expenditures which Newfoundland claims or is eligible to claim against Canada under any other federal-provincial agreement.

FINANCIAL ACCOUNTABILITY

- 7.1 The Band Councils shall be accountable to Canada and Newfoundland through the Management Committee to be established pursuant to 10.1.
- 7.2 Accountability by the Band Councils shall take the form of a quarterly financial and activity report, an annual certified audit within 90 days after the end of the fiscal year and by means of their participation in meetings of the Management Committee.
- 7.3 Newfoundland shall be accountable to Canada through the Management Committee described in 10.1, for Supplementary Provincial Programs and Services to which Canada is making a financial contribution under this Agreement. This accountability by Newfoundland shall take the form of an annual financial and activity report for funding received from Canada and reallocated to the Roman Catholic School Board.
- 7.4 Subject to 7.2, Newfoundland shall provide Canada with an annual certified audit within 120 days after the end of each fiscal year.
- 7.5 Federal funds for Supplementary Provincial Programs and Services unspent as of March 31, 1991 when this Agreement terminates shall be reimbursed to Canada by Newfoundland unless otherwise agreed by both parties.

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- 7.6 Funds for Supplementary Community Programs and Services unspent as of March 31, 1991 shall be reimbursed to Canada by Newfoundland when these funds have been reimbursed to Newfoundland by the Innu communities. If not reimbursed by Newfoundland, it is understood that those funds shall be deducted from the funding to be provided by Canada to Newfoundland under any future agreement for the benefit of the Innu communities.

#### INDEPENDENT AUDITS

- 8.1 Auditors may be appointed by Canada or Newfoundland to review the financial records maintained by Newfoundland or the Innu communities to ensure that the Agreement is being managed in accordance with its terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

#### DELIVERY AND ADMINISTRATION OF PROGRAMS AND SERVICES

- 9.1 Newfoundland shall administer the Supplementary Provincial Programs and Services. For greater certainty, Supplementary Provincial Programs and Services are:
- a) Supplementary School Board Operations;
  - b) Administration of the Department of Development and the operation of the government store at Davis Inlet;
  - c) Supplementary teacher allocations by the Department of Education.
- 9.2 a) Newfoundland may change the allocations for the Supplementary Provincial Programs and Services, provided that the Management Committee considers such changes prior to their being implemented.

- 9 -

- b) The allocation of federal funds to the Department of Education for Supplementary School Board Operations shall not be varied by the Management Committee established pursuant to Section 10.1 unless the Department of Education signifies its acceptance of such a variation in writing.
- 9.3 The Band Councils shall administer the Supplementary Community Programs and Services for the Innu communities. The Supplementary Community Programs and Services are those programs and services contained in Annexes 1 and 5 of the Agreement.
- 9.4 Further to 9.3 and without limiting other procedures which may apply, the following procedures apply to the administration of Supplementary Community Programs and Services:
- a) The Band Councils may transfer funds between projects within the Capital and Community Development components of Community Programs and Services for each community in accordance with the approved procedures contained in Annex 2 and provided that project criteria approved by the Management Committee are in place for the projects involved;
  - b) Changes in allocation of funds between Capital and Community Development by either community and for new projects in either community shall be approved by the Management Committee in accordance with the criteria contained in Annex 3 and provided that project criteria approved by the Management Committee are in place for the projects involved; and,

- 10-

- c) The Band Councils have developed their own internal control and management procedures as contained in Annex 4, and program descriptions for Supplementary Community Programs and Services as contained in Annex 5, which are acceptable to Canada and Newfoundland and for which the Band Councils shall be accountable to their populations.

#### MANAGEMENT COMMITTEE

- 10.1 A Management Committee of eight members shall be established as soon as possible after the coming into force of this Agreement to make decisions concerning certain changes in budgetary allocations referred to in 9.1 through 9.4, to discuss and resolve other outstanding issues and generally to monitor the implementation of this Agreement.
- 10.2 The Management Committee shall be composed of:
  - a) Two representatives of Canada appointed by the Minister of Indian Affairs and Northern Development,
  - b) Two representatives of Newfoundland appointed by the the Minister of Development,
  - c) Two representatives from Sheshatshit: the Chief or his designated alternate and one councillor,
  - d) Two representatives from Davis Inlet: the Chief of Davis Inlet or his designated alternate and one councillor.
- 10.3 Members appointed in accordance with 10.2 may be removed and replaced by the person or body responsible for appointing them.



- 11 -

- 10.4 The Chair will alternate between Canada and Newfoundland from one meeting to the next with Canada chairing the first meeting of the Management Committee. The Chairperson chosen from among its two representatives shall be announced by Canada or Newfoundland at the commencement of the meeting or earlier.
- 10.5 A quorum shall consist of at least four members, one member from Canada, one from Newfoundland, and one member from each Innu community.
- 10.6 Each member of the Management Committee shall have one vote subject to 10.7.
- 10.7 Subject to 12.1, 12.2 and 12.3, all decisions of the Management Committee shall require a simple majority of the members present and voting. The Chairperson shall not vote except in the event of an equal split.
- 10.8 The Management Committee shall meet at least twice per year but may be convened more often for special meetings if that is deemed necessary to enable it to most effectively discharge its duties. In the event that a special meeting has been called, Canada shall be responsible for designating a suitable time, place and agenda. On agreement of all members, meetings of the Management Committee may be conducted by conference telephone call. The Chair will be responsible for calling and arranging the semi-annual meetings.
- 10.9 Newfoundland shall supply a recording secretary to the Management Committee who shall not be considered a member thereof. The costs of the recording secretary are to be charged as part of the provincial contribution to the agreement.
- 10.10 The Management Committee may make such rules of procedure consistent with this Agreement as it considers desirable in respect of the performance of its duties.
- 10.11 Decisions of the Management Committee shall be implemented expeditiously provided they fall within the terms of this Agreement and the laws and policy mandates of Canada and Newfoundland.

- 12-

TERM OF AGREEMENT

11.1 This agreement is for the period of two years from April 1, 1989 to March 31, 1991.

AMENDMENTS

12.1 Amendments to any part of this Agreement may be made upon the written consent of Canada and Newfoundland in consultation with the two Band Councils and the NMIA.

12.2 Any change to Annex I (budgetary allocations) shall be made in accordance with 9.1 through 9.4.

12.3 Authority to make amendments to Annexes 2, 3, 4 and 5 of this Agreement shall be delegated to the Management Committee and shall require the unanimous decision of the Committee, including the Chairperson.

SCHEDULES

13.1 All Annexes to this Agreement shall be part thereof.

INTERPRETATION

14.1 In this Agreement words in the singular include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and any corporations, all as applicable.

SENATE, HOUSE OF COMMONS AND HOUSE OF ASSEMBLY CLAUSE

15.1 No member of the Senate or the House of Commons of Canada or member of the House of Assembly of Newfoundland shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

- 13-

NOTICE

16.1 Any notice or written communication required or permitted to be given pursuant to the Agreement may be given as follows:

## a) To Canada:

Associate Deputy Minister  
Department of Indian Affairs and  
Northern Development  
Ottawa, Ontario  
K1A 0H4

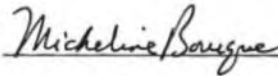
## b) To Newfoundland:

Deputy Minister  
Department of Development  
4th Floor, Confederation Building West,  
St. John's, Newfoundland  
A1C 5T7

- 14 -

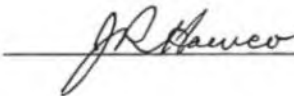
IN WITNESS WHEREOF the Honourable Pierre H. Cadieux, Minister of Indian Affairs and Northern Development, and the Honourable John C. Crosbie, Minister for International Trade have hereunto set their hands on behalf of Canada, and the Honourable Clyde K. Wells, Premier of the Government of Newfoundland and Labrador and the Honourable Charles J. Furey, Minister of Development have hereunto set their hands on behalf of Newfoundland on this 13th day of July, 1989.

Witnesses to the Agreement: Signed and approved on behalf of the Government of Canada as represented herein by: the Minister of Indian Affairs and Northern Development.

  
\_\_\_\_\_

  
The Honourable Pierre H. Cadieux


the Minister for International Trade

  
\_\_\_\_\_

  
The Honourable John C. Crosbie

Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by: the Premier of the Government of Newfoundland and Labrador.

  
\_\_\_\_\_

  
The Honourable Clyde K. Wells

the Minister of Development.

  
\_\_\_\_\_

  
The Honourable Charles J. Furey

## ANNEX 1

## BUDGETARY ALLOCATION:

Fiscal year 1989/90

A-Federal Contribution: \$ 2,938,535

Split of funding between Sheshatshit and Davis Inlet:

Sheshatshit= 63% or \$ 1,851,277

Davis Inlet= 37% or \$ 1,087,258

## a) Provincial Services and Program:

Education (Department of Education) \$429,300

Sheshatshit  
\$290,000Davis Inlet  
\$139,300

## b) Community Services and Programs

Sheshatshit:

Capital	Housing Devel.	\$598,707	
	Outdoor Rink	\$ 15,000	
	Council Vehicle	\$ 25,000	
	Housing Repairs	\$117,400	
	Sub-total		\$756,107

## Community Development

Administration	\$173,250
Community services	\$157,620
Recreation	\$ 52,000
Outpost program	\$235,500
Maintenance of students and study into teacher education programs-(\$80,000)	\$146,800
Caribou Hunt	\$ 40,000
Sub-total	\$805,170

Davis Inlet

Capital	Housing	\$ 89,170	
	Community Garage	\$ 24,975	
	Community Rink	\$ 89,299	
	Community Cable	\$ 15,000	
	Community Tractor	\$ 13,000	
	Housing Construction		
	Supplies	\$100,140	
	Community Youth Centre	\$ 38,074	
	Water/Sewer Design	\$ 37,630	
	Sub-total		\$407,288

## Community Development

Administration	\$117,260
Core funding	\$117,000
Community service	\$124,410
Outpost program	\$ 77,500
Snowshoe project	\$ 84,250
Students summer project	\$ 20,250
Sub total	\$540,670

B-Provincial Contribution: \$330,295

Administration	\$ 82,190
Store operations	\$205,320
Store Capital	\$ 5,000
Education	\$ 37,785
TOTAL	\$330,295

TOTAL FUNDING UNDER THE AGREEMENT: \$3,268,830



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Detailed Education Budget for Sheshatshit Community  
Fiscal year 1989-90 and 1990-91

Supplementary School Board Allocations

Program	1989/90	1990/91
1. Innu Language	\$ 54,600	\$ 54,600
2. Life Skills	\$ 20,000	\$ 34,133
3. Special Courses for Children in the Country	0	0
4. Innu Archival Materials	\$ 10,050	\$ 10,050
5. Modern Technologies	0	0
6. Innu Teachers	\$ 80,000	\$ 84,000
7. Professional Development	\$ 8,040	\$ 8,040
8. Curriculum Centre	\$ 33,500	\$ 35,510
9. Innu Counsellors	0	\$ 25,000
10. Sports Meet		
Creative Arts	\$ 9,000	\$ 9,000
Science Fair		
11. Debt Management	0	0
12. Grants in lieu of Taxes	\$ 20,000	\$ 20,000
13. Community use of Schools	\$ 12,000	\$ 12,000
14. Miscellaneous Capital	\$ 42,810	\$ 7,667
TOTAL	\$290,000	\$300,000
Total education allocation	\$429,300	\$439,300

Detailed education budget for Davis Inlet  
Fiscal year 1989-90 and 1990-91

Supplementary School Board Allocations	1989/90	1990/91
Innu Language	\$ 6,000	\$ 6,000
Life Skills	\$ 5,000	\$ 5,000
Innu Archival Material	\$ 5,000	\$ 5,000
Modern Technologies	\$ 5,000	\$ 5,000
Teacher Aids	\$ 54,000	\$ 54,000
Professional Development	\$ 3,300	\$ 3,300
Sports Meets, Art Fes- tivals and Sc. Fairs	\$ 3,500	\$ 3,500
Debt Management	\$ 30,000	\$ 30,000
Grant In Lieu of Taxes	\$ 7,500	\$ 7,500
Community Use of School	\$ 5,000	\$ 5,000
Teachers Residence	\$ 15,000	\$ 15,000
Sub-total	\$139,300	\$139,300

## ANNEX 2

Procedures for transfer of funds between projects within  
each main component, namely Capital and Community Development

1. Council will use its best efforts to stay within the limits of the approved budgets.
2. It is acknowledged that expenditures will not always be as predicted and the budget will have to be adjusted in light of changing conditions.
3. Actual expenditures will be compared to the budget on a regular basis and the budget will be modified as necessary.
4. All budget revisions will be approved by the Band Council and documented in the minutes.
5. Council may revise its budget to transfer funds to cover normal unanticipated deficits in other approved categories. Copies of the revised budget and explanations will be forwarded to the Management Committee, on a quarterly basis.
6. Capital funds will be maintained in a separate bank account from revenue funds. There will be no transfer of funds between bank accounts, without prior approval of the Management Committee.

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## ANNEX 3

Criteria for accepting changes in the allocation of funds between the major components of the budget and for new projects.

- 1- Proposals shall represent community priorities as expressed by the Band Councils.
- 2- New projects, meaning those not included in Annex 1, need to receive approval of the Management Committee prior to allocation of funds and implementation.
- 3- Proposals shall meet the applicable Federal and Provincial legislative and financial requirements.
- 4- Proposals must receive the approval of a simple majority of the Management committee.

## ANNEX 4

Internal control and management procedures.I-Current expendituresA) Financial and general controls

- i) Detailed budgets of expenditures are prepared and approved by council.
- ii) Monthly financial statements are prepared and compared to budgets. Deviations from budgets are analysed and appropriate action taken.
- iii) Council meets regularly and minutes are maintained of all council decisions.
- iv) Bank accounts are reconciled monthly. Dual signatures are required on all cheques.
- v) All books of account are balanced and updated monthly. An accounts payable subsidiary ledger is maintained recording all outstanding bills and is balanced monthly to the general ledger.

B) Purchases, payables, payments (regular purchases)

- i) Only certain designated individuals are authorized to purchase items for council. Suppliers are notified of these individuals.
- ii) When invoices are submitted to the council office the financial administrator examines invoices for:
  - Signature of appropriate individual indicating receipt of goods.
  - Clerical accuracy
  - Validity of prices
  - Appropriate expense account distribution
  - Available funds
- iii) When these procedures are satisfactorily performed the invoice is entered in the accounting records.
- iv) All contracts shall be in writing.

C) Aircharters (outpost program)

- i) Air charter authorization forms are utilized.
- ii) These forms must be presented to the air carrier and signed by an authorized member of council before an aircraft will be used.
- iii) All air carriers in the Goose Bay area have been notified in writing with specimen signatures of those persons authorized to sign the air charter form.
- iv) The financial administrator signs all forms in addition to a council member to verify that sufficient funds are available for the charter.

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- v) All flight details including passenger & route are documented on the form.
- vi) Forms are triplicate and pre-numbered with all numbers being accounted for.
- vii) When invoices are received they are matched to the authorization form and differences followed up with the air carrier.

D) Travel expenditures

- i) Where travel advances are issued to travelling officers or employees, these amounts are issued separately to each individual with each person responsible for the amount received. All advances are recorded as an account receivable in the records of the Innu Council until supported by valid receipts.
- ii) all travelling employees or officers must submit standard travel claims documenting valid travel costs incurred. The travel claim documents the purpose of the trip and the expenditures incurred. Supporting receipts should be attached to the travel claim.
- iii) The Band Council has adopted standard per diem rates for reimbursement of meals while travelling on council business. The rate has been approved in the meetings of the council.
- iv) Employees using their own vehicle are to be reimbursed at a rate of 30 cents a Km.
- v) The rate for private lodging will be \$ 20.00 per day.

II-Capital expenditures

- i) Consulting engineers must be in place prior to the commencement of any major capital projects.
- ii) The engineer will prepare the preliminary design working papers and tender documents.
- iii) The engineer will arrange for the calling of public tenders. The lowest or any tender will not necessarily be accepted.
- iv) Local preference may be a criteria in selecting contractors where the benefits justify selecting other than the lowest bid.
- v) The engineer will recommend the contractor to council based upon the tendering process.
- vi) The selection of the council will be clearly documented in the minutes of the council. Where other than the lowest bid is accepted, the reasons for this will also be recorded.
- vii) All contractors will be paid on a percentage-of-completion basis with a ten percent holdback until satisfactory completion of the project.



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- viii) All requests for progress payments will be approved by the supervising engineer before payment is made.
- ix) Holdback will be released only when the engineer has certified satisfactory job completion.

## ANNEX 5

PROGRAM DESCRIPTIONS OF SUPPLEMENTARY COMMUNITY PROGRAMS  
AND SERVICES.I- General Funding Criteria

- a) All applicants receiving funding under the agreement must comply with these criteria.
- b) The proposals for funding must be consistent with sections 3 and 4 of the contribution agreement.
- c) Applications must be made through or approved by the Innu Councils of Davis Inlet and Sheshatshit.
- d) Applications must be made in writing to the management committee and must document the following:
  - i) Purpose of the funding.
  - ii) Specific objectives and benefits to be achieved: where it is applicable and practical to do so, these objectives should be quantified, i.e. the number of people to participate in the outpost program, the number of families benefiting from the nutritional supplement program, the number of houses to be repaired, etc.
  - iii) A detailed budget of expenditures.
- e) Quarterly and annual reports should compare both:
  - i) the actual costs to the budgeted expenditures, and;
  - ii) where applicable, the benefits achieved to objectives and benefits specified in the original funding proposal.

II- Eligible Programs1) ADMINISTRATION AND CORE FUNDINGa) Overhead expensesPurpose

To pay for basic administrative and overhead costs associated with the operation and maintenance of a council and council offices, including (but not necessarily restricted to):

- Election expenses
- Honoraria
- Insurance
- Meetings
- Office furniture and equipment
- Office supplies
- Professional fees
- Utilities
- Travel, including that for Management Committee business

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b) Wages and employee benefitsPurpose

To pay for wages of administrative and executive personnel including (but not necessarily restricted to)

- Chief
- Financial administrator
- Office secretary

2) COMMUNITY SERVICESPurpose

To provide the Innu Councils with funding to provide basic services to the communities of Sheshatshit and Davis Inlet, including (but not necessarily restricted to):

- Fire protection
- Roads and improvements
- Sanitation and waste removal
- Maintenance and repairs to public buildings
- Operation, Maintenance and repairs to vehicles and equipment necessary to provide the above services.
- Wages and benefits of employees involved in the above activities.
- Capital expenditures necessary to provide the infrastructure required to carry-out these services.

3) HOUSINGa) New house constructionPurpose

To provide an adequate level of housing to the Innu communities.

b) Housing repairsPurpose

To maintain existing houses to adequate living standards.

c) Housing SubsidiesPurpose

To provide a measure of support to the members of the Innu communities who have the means to build their own homes in part or have already acquired their own homes outside of funding from native peoples agreement.

d) Criteria

- 1) New housing is to be made available to the residents of the Innu communities for homes located in, or to be constructed in those communities.
- 2) Eligibility for new homes must be based on the principle of greatest need first. This is to be decided by the Band Councils and documented in the minutes.
- 3) Title to the house and land must be vested in the Band Council's name with full recognition of the occupant's equity.

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- 4) All sources of funding required to complete any home or renovations to a home are to be identified in any submission for funding.
- 5) Funds for housing repairs are to be applied to major repairs and not to minor maintenance repairs.
- 6) Capital funds for housing are not to be used for mortgage repayments.
- 7) Appropriate insurance will be required on all homes receiving grants. It will be the responsibility of the Council to affirm that insurance is obtained and made payable to the Council.
- 8) Where an individual has previously received a grant and has sold the home, he or she will not be eligible for any additional grant.

4) MAINTENANCE OF STUDENTS

a) Eligibility

Any student resident of the Innu communities.

b) Qualifications for admittance

Students qualify for admittance providing:

- a) they are accepted into an Academic Course or Vocational Training at a recognized University or Trade School.
- b) They are recommended by the Band Council.
- c) Students must complete prescribed forms of application for assistance and have proof of acceptance as full-time students, including proof of accommodation, before assistance with transportation is provided.
- d) Applications must be received by the Council at least one month before student is required to travel.
- e) Applications for colleges, universities, etc. outside of the province will not be accepted unless they are accompanied by a recommendation from Memorial University stating that they are unable to offer the relevant course and a recommendation that the student go elsewhere.
- f)
  - 1) Part-time or mature students will not be assisted unless specifically accepted by the Councils.
  - 2) Students who attend for one semester will not be financially assisted to return to place of study unless they have passed the required number of courses or have special approval from the Band Council of Sheshatshit or Davis Inlet.



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- g) The following assistance is provided to eligible students in full-time attendance at University or Trade School:
- 1) Return transportation costs from home community to place of study;
  - 2) Return transportation to home for Christmas or Easter (one per year);
  - 3) Full tuition;
  - 4) Full costs of books;
  - 5) Full costs of accommodation on campus;
  - 6) Meals at University, or appropriate institution or training;
  - 7) Student council fees;
  - 8) Two hundred dollars (\$200.00) per month for pocket money and incidentals (only for persons with dependants);
  - 9) Medical attention, including glasses and/or prescriptions.

Students without dependents, not living on campus, will receive 1,2,3,4,7, and 9 above, plus \$ 150.00 per week for board, lodging and incidentals.

Students with dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$181 per week with one dependent, \$193 per week with two dependents, \$203 per week with three dependants, \$214 per week with four or more dependents, for board, lodging and incidentals.

The above assistance is provided to eligible students without considering cash on hand, other income, or the family income or circumstances.

The above assistance is subject to change upon review and approval by the Band Council of Sheshatshit or Davis Inlet.

#### 5) CULTURAL PROGRAMS

Including:   a) Crafts  
              b) Arts Program  
              c) Traditional Customs

#### Purpose

To assist in promoting the traditional and contemporary lifestyles of the residents of the Innu communities.

#### Eligibility

The Labrador communities of Sheshatshit and Davis Inlet are eligible.

#### Qualifications

1. The proposal must show that the project is generally supported by the community.
2. Capital cost cannot be more than 20% of the total allotment of funds for a given project, except where publications of Native material, such as literature and music, require 100% funding.



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3. Applicants must demonstrate that all other sources of funding for the cultural programs have been sought before funds from the Agreement will be made available.

#### 6) RECREATION

##### Purpose

To provide facilities within the communities of Sheshatshit and Davis Inlet for social and recreational benefits.

##### Eligibility

Any organization or group within the above communities is eligible.

##### Qualifications

This project should result in positive social benefits for the community in the areas of:

- a) upkeep of facilities
- b) development of facilities
- c) employment of personnel
- d) development and delivery of programs.

#### 7) LIBRARY

##### Purpose

To provide the members of the Innu communities with public reading material. This is designated to enhance the residents' access to information.

##### Eligibility

Any community organization and/or group within the communities of Davis Inlet and Sheshatshit is eligible.

##### Qualifications

1. The proposal should result in positive social benefits for the community.
2. Funds for this project may be supplemented by other sources, but will not duplicate other such programs.
3. Funds may be used for the purchase of books, magazines, subscriptions for newsletter, information pamphlets, or any other information bulletin.

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#### 8) OUTPOST PROGRAM

##### Purpose

To assist the members of the Innu communities to pursue, from time to time, traditional living practices away from the home community.

##### Eligibility

The eligible communities are Davis Inlet and Sheshatshit.

##### Eligible Costs

- a) Cost of transportation, by most reasonable means, to the site or sites, travel in and around the sites and return transportation to the home communities.
- b) Costs incidental to a) above including, but not limited to:
  - fuel
  - radios and batteries
  - food
  - miscellaneous
  - supplies

#### 9) TRAINING

##### Purpose

To assist the members of the Innu communities to pursue academic and technical training.

##### Eligibility

The eligible communities are Davis Inlet and Sheshatshit.

##### Qualifications

This program is to permit the members of the Innu communities to take advantage of training programs not normally covered by the Maintenance of Students Program.

The training program will be reviewed by the Management Committee which will make the final decision regarding acceptance or rejection of the program.

##### Eligible Costs

Those costs of transportation, program costs and incidentals, agreed upon by the Management Committee on a case-by-case basis.

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10) NUTRITIONAL SUPPLEMENT:Purpose

To assist the members of the Innu communities in accessing nutritional supplements, in order to maintain a viable and healthy diet of country foods.

Eligibility

The eligible communities are Davis Inlet and Sheshatshit.

Qualifications

- a) Funding will be made available to provide country foods to the old aged, disabled and sick of the Innu communities who cannot participate in the Outpost Program.
- b) Funding may also be made available to provide lunches to schools.

11. SPECIAL PROGRAMS

To provide funding for other programs consistent with the General Funding Criteria that may be approved by the Management Committee, including but not necessarily restricted to:

- Study into teacher's education programs
- Development of local industries including fish camps.
- Formation of development corporations.

III- CO-MANAGEMENT AND TRUSTEESHIP

It is recognized by the Management Committee that the Province must have the authority to co-manage or take under trusteeship any community or project when management difficulties are recognized and serious enough in nature to warrant such action. These difficulties are usually recognized by:

1. Lack of supporting documents for expenditures.
2. Lack of up-to-date books of record.
3. Expenditure of funds for purposes other than those approved.
4. Overspending without proper authority.
5. Loss of records.
6. Lack of proper audits.

Before the Province, through the Department of Development, undertakes co-management or trusteeship of a community or project, it will immediately request a special meeting of the Management Committee to report the requirement for this action.

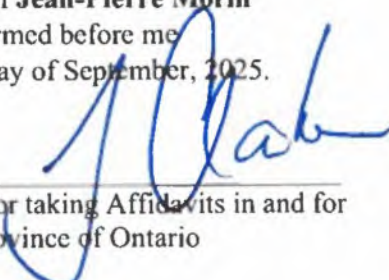
At the next regular Management Committee Meeting, the Province will submit a report outlining their actions and a plan to get control back in the hands of the community or project as quickly as possible.

At each ensuing Management Committee Meeting, the Province shall submit an update on all communities and projects under co-management or trusteeship.

2024 01G CP 0064

This is **Exhibit 15** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

ANNEX :

CONTRIBUTION AGREEMENT  
BETWEEN THE GOVERNMENT OF CANADA  
AND  
THE GOVERNMENT OF NEWFOUNDLAND  
AND LABRADOR  
FOR THE BENEFIT OF THE INNU COMMUNITIES OF LABRADOR  
1991 - 1996



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CANADA - NEWFOUNDLAND AND LABRADOR - INNU COMMUNITIESOF LABRADOR CONTRIBUTION AGREEMENTTHIS AGREEMENT entered into the \_\_\_\_ day of  
\_\_\_\_\_

BETWEEN:

THE GOVERNMENT of Canada as represented  
by the Minister of Indian Affairs and  
Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador  
as represented by the Premier of the Government  
of Newfoundland and Labrador and the Minister of  
Development

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter  
referred to as "Canada") and the Government of Newfoundland and  
Labrador (hereinafter referred to as "Newfoundland") have in the  
past entered into special contribution arrangements for the  
provision of supplementary programs and services to the residents  
of the Innu Communities of Davis Inlet and Sheshatshit;

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AND WHEREAS Canada, through the Minister of Indian Affairs and Northern Development, maintains a special interest in the social and economic development of the Innu people;

AND WHEREAS Newfoundland recognizes the need for supplementary programs and services in the communities of Davis Inlet and Sheshatshit and further recognizes that these supplementary programs and services must be available to all residents of these communities;

AND WHEREAS Canada and Newfoundland, and representatives from the communities of Sheshatshit and Davis Inlet have recognized the need for an agreement to be entered into between Canada and Newfoundland which will give the Innu Communities more control and flexibility in the determination and management of programs in their own communities;

AND WHEREAS the Treasury Board of Canada, at its \_\_\_\_\_ meeting, and the Governor-in Council by P.C. \_\_\_\_\_, of \_\_\_\_\_, have given authority to the Minister of Indian Affairs and Northern Development to enter into this Agreement on behalf of Canada for the benefit of the Innu of Labrador and approved the terms and conditions of this Agreement;

AND WHEREAS the Lieutenant Governor in Council by Order in Council \_\_\_\_\_, has authorized the Premier of the Government of Newfoundland and Labrador and the Minister of Development to enter into this Agreement with Canada for the benefit of the residents of the communities of Davis Inlet and Sheshatshit.

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NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

DEFINITIONS:

For the purpose of this Agreement, the following definitions apply:

"Band Councils" means the elected board of directors of the entities incorporated under the laws of the Province of Newfoundland and Labrador under the name of "North West River Indian Band" for the community of Sheshatshit and under the name of "Mushuwau Innua" of the community of Davis Inlet, and does not refer to the "council of the band" as defined in the Indian Act.

"Innu Communities" means the communities of Davis Inlet and Sheshatshit and includes all residents of these communities.

APPLICATION OF AGREEMENT

- 1.1 This Agreement shall apply to the Innu Communities.
- 1.2 Nothing in this Agreement shall affect the operation of federal government departments, other than the Department of Indian Affairs and Northern Development or provincial government departments or agencies other than the Department of Development, the Department of Education and Enterprise Newfoundland and Labrador.

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- 1.3 Nothing in this agreement shall prohibit residents of the Innu Communities from seeking access to any federal, provincial or federal/provincial programs and services to which they would otherwise have access.
- 1.4 Should proposals for registration of residents of the communities of Sheshatshit and Davis Inlet result in the creation of Indian Bands, or registration, with or without the creation of bands of persons, as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation and obligations created under this Agreement.
- 1.5 Should other significant changes occur to circumstances affecting the terms of this agreement, it is agreed that the parties hereto shall jointly consider any impact of such changes on the content, operation and obligations created under this agreement.
- 1.6 Nothing in this Agreement is to be construed either as conferring on any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event this Agreement had not been entered into, or as recognizing or detracting from any right, benefit, claim or privilege which any person or group of persons may claim apart from this Agreement.

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PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding by Canada and Newfoundland for the administration and delivery of supplementary provincial and community services and programs for the benefit of the Innu Communities.
- 2.2 The purpose of this Agreement is also to ensure that the supplementary provincial and community programs and services are available to all the residents of the Innu Communities.

OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

- 3.1 make available to residents of the Innu Communities, community based and community developed programs designed to assist and support them in achieving their cultural, social and economic goals;
- 3.2 provide a measure of financial support for existing provincial and community services and programs for the residents of the Innu Communities;
- 3.3 assist in the improvement of the standard of living for the residents of the Innu Communities;



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- 3.4 enhance the socio-cultural development of the residents of the Innu Communities and enable them to pursue such socio-cultural development within their normal and traditional communities as well as throughout Newfoundland;
- 3.5 make available capital funding to facilitate the construction of modern water and sewer systems for the Innu Communities;
- 3.6 improve the quality of housing available to residents of the Innu communities through programs designed to facilitate new construction and the upgrading of existing housing; and
- 3.7 supplement the educational services to the Innu Communities.

FUNDING

- 4.1 Canada shall contribute up to a basic amount of \$17,536,940.00 for five fiscal years (1991 - 1992 to 1995 - 1996), under this agreement, subject to the availability of funds by Parliamentary appropriation in the following manner:

1991/1992	1992/1993	1993/1994	1994/1995	1995/1996
\$3,387,788	\$4,497,788	\$3,883,788	\$2,883,788	\$2,883,788

The basic amount for 1992/1993 to 1995/1996 may be increased to compensate in part for increased costs subject to Parliamentary appropriation sought on a yearly basis.

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- 4.2 Newfoundland shall contribute equivalent to a value of \$1,971,173.00 for five fiscal years under this agreement, which will be additional to Canada's contribution referred to in 4.1, and shall be subject to annual appropriation by the House of Assembly, in the following manner:

<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>	<u>1994/1995</u>	<u>1995/1996</u>
380,791	505,557	436,543	324,141	324,141

Newfoundland shall increase its contribution proportionally to the increase made by Canada subject to appropriation by the House of Assembly.

#### ALLOCATION OF FUNDS

- 5.1 Funds available under this Agreement shall be allocated based on:

- 1) the proposals which were submitted by the two communities for the allocation of federal funding between the two communities for the fiscal years 1991-1992 through 1995-1996;
- 2) the proposed detailed budgets submitted by each community, and
- 3) the results of the negotiations between representatives of the two Innu Communities, and Canada and Newfoundland.

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5.2 Funds are to be allocated for purposes of the following services and programs:

1) Federal Contribution

a) Supplementary Provincial Programs and Services as referred to in 9.1;

b) Supplementary Community Programs and Services as referred to in 9.3;

2) Provincial Contribution

Supplementary Provincial Services and Programs as referred to in 9.1.

5.3 The specific list of projects, programs and services for which funds are to be allocated for fiscal year 1991-1992 is attached as Annex I and forms part of this Agreement. Annex I also contains a proposed implementation plan for water and sewer projects in the Innu Communities. This implementation plan may be varied as provided for in section 9.2.B.

5.4 The specific list of the elements of the Supplementary School Board Operations is attached as Annex I and forms part of this Agreement.

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- 5.5 Should there be increases in funding in 1992/1993 through 1995/1996, as referred to in 4.1 and 4.2, the increase will be applied uniformly to all supplementary provincial and community programs and services, unless otherwise agreed by all members of the Management Committee.

#### METHODS OF PAYMENT

- 6.1 Newfoundland's contribution shall be provided in the form of Supplementary Provincial Programs and Services delivered to the Innu Communities as detailed in Annex I.
- 6.2 Canada shall make monthly advance payments to Newfoundland, based on projected cash flows provided by Newfoundland and approved by Canada.
- 6.3 Newfoundland shall make advance quarterly payments to the communities subject to Sections 7.2 to 7.6. Release of these funds may be contingent upon receipt of the required information in the quarterly program and financial reports established pursuant to Section 7.5.
- 6.4 Expenditures for each fiscal year under this agreement shall be made or legally committed by contract no later than the last day of the fiscal year and all expenditures shall be made by no later than March 31, 1996.
- 6.5 No part of Canada's contribution under this Agreement shall be applied in respect to payments or expenditures which Newfoundland claims or is eligible to claim against Canada under any other federal-provincial agreement.

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ACCOUNTABILITY

- 7.1 The Band Councils shall be accountable to Canada and Newfoundland through the Management Committee established pursuant to 10.1.
- 7.2 Accountability by the Band Councils shall take the form of a quarterly financial and activity report, an annual certified audit within 90 days after the end of the fiscal year and by means of their participation in meetings of the Management Committee.
- 7.3 Budgets and annual cash flow projections must be presented and adopted by the Management Committee prior to first quarter funding being allocated and are subject to review at quarterly Management Committee meetings.
- 7.4 The format of quarterly financial statements shall reflect budgeted allocations, actual expenditures and variances on a program basis.
- 7.5 Quarterly and annual program activity reports to the Management Committee shall reflect all aspects of the program. The format of these reports shall be determined by Canada and Newfoundland in consultation with the Band Councils by October 1, 1991.
- 7.6 In the event of changes to program allocations by Band Councils, the appropriate minutes of council authorizing such changes shall accompany quarterly financial and activity reports submitted to the Management Committee.



- 11 -

- 7.7 Newfoundland shall be accountable to Canada through the Management Committee described in 10.1, for Supplementary Provincial Programs and Services to which Canada is making a financial contribution under this Agreement. This accountability by Newfoundland shall take the form of an annual financial and activity report.
- 7.8 Subject to 7.2, Newfoundland shall provide Canada with an annual certified audit within 120 days after the end of each fiscal year.
- 7.9 Federal funds for Supplementary Provincial Programs and Services unspent as of March 31, 1996 when this Agreement terminates shall be reimbursed to Canada by Newfoundland unless otherwise agreed by both parties.
- 7.10 Funds for Supplementary Community Programs and Services unspent as of March 31, 1996 shall be reimbursed to Canada by Newfoundland when these funds have been reimbursed to Newfoundland by the Innu Communities. If not reimbursed by Newfoundland, it is understood that those funds shall be deducted from the funding to be provided by Canada to Newfoundland under any future agreement for the benefit of the Innu Communities unless otherwise agreed by both parties.

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INDEPENDENT AUDITS

- 8.1 Auditors may be appointed by Canada or Newfoundland to review the financial records maintained by Newfoundland or the Innu Communities to ensure that the Agreement is being managed in accordance with its terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

DELIVERY AND ADMINISTRATION OF PROGRAMS AND SERVICES

- 9.1 Newfoundland shall administer the Supplementary Provincial Programs and Services. For greater certainty, Supplementary Provincial Programs and Services are:
- a) Supplementary School Board Operations;
  - b) Administration of Enterprise Newfoundland and Labrador and the operation of the government store at Davis Inlet by the Department of Development; and
  - c) Supplementary teacher allocations by the Department of Education.
- 9.2 a) Newfoundland may change the allocations for the Supplementary Provincial Programs and Services, provided that the Management Committee considers such changes prior to their being implemented; and

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b) The allocation of federal funds to the Department of Education for Supplementary School Board Operations and Enterprise Newfoundland and Labrador for water and sewer construction shall not be varied by the Management Committee established pursuant to Section 10.1 unless the respective department or agency signifies its acceptance of such a variation in writing.

9.3 The Band Councils shall administer the Supplementary Community Programs and Services for the Innu Communities. The Supplementary Community Programs and Services are those programs and services so specified in Annexes 1 and 5 of the Agreement, exclusive of the capital water and sewer program which shall be administered by Enterprise Newfoundland and Labrador in consultation with the communities.

9.4 Further to 9.3 and without limiting other procedures which may apply, the following procedures apply to the administration of Supplementary Community Programs and Services:

a) The Band Councils may transfer funds between projects within the Capital and Community Development components of Community Programs and Services for each community in accordance with the approved procedures contained in Annex 2 and provided that project criteria approved by the Management Committee are in place for the projects involved;

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- b) Changes in allocation of funds between Capital and Community Development by either community and for new projects in either community shall be approved by the Management Committee in accordance with the criteria contained in Annex 3 and provided that project criteria approved by the Management Committee are in place for the projects involved; and,
- c) The Band Councils have developed their own internal control and management procedures as contained in Annex 4, and program descriptions for Supplementary Community Programs and Services as contained in Annex 5.

#### MANAGEMENT COMMITTEE

- 10.1 A Management Committee of eight members shall be established as soon as possible after the coming into force of this Agreement to make decisions concerning certain changes in budgetary allocations referred to in 9.1 through 9.4, to discuss and resolve other outstanding issues and generally to monitor the implementation of this Agreement.

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10.2 The Management Committee shall be composed of:

- a) Two representatives of Canada appointed by the Minister of Indian Affairs and Northern Development,
- b) Two representatives of Newfoundland appointed by the Minister of Development,
- c) Two representatives from Sheshatshit: the Chief or his designated alternate and one councillor,
- d) Two representatives from Davis Inlet: the Chief or his designated alternate and one councillor.

10.3 Members appointed in accordance with 10.2 may be removed and replaced by the person or body responsible for appointing them.

10.4 The Chair will alternate between Canada and Newfoundland from one meeting to the next with Canada chairing the first meeting of the Management Committee. The Chairperson chosen from among its two representatives shall be announced by Canada or Newfoundland at the commencement of the meeting or earlier.

10.5 A quorum shall consist of at least four members, one member from Canada, and one from Newfoundland and one member from each Innu Community.



- 16 -

- 10.6 Each member of the Management Committee shall have one vote subject to 10.7.
- 10.7 Subject to 13.1, 13.2 and 13.3, all decisions of the Management Committee shall require a simple majority of the members present and voting.
- 10.8 The Management Committee shall meet quarterly, but may be convened more often for special meetings if that is deemed necessary to enable it to most effectively discharge its duties. In the event that a special meeting has been called, Canada shall be responsible for designating a suitable time, place and agenda. On agreement of all members, meetings of the Management Committee may be conducted by conference telephone call. The Chair will be responsible for calling and arranging the quarterly meetings.
- 10.9 Newfoundland shall supply a recording secretary to the Management Committee who shall not be considered a member thereof. The costs of the recording secretary are to be charged as part of the provincial contribution to the agreement.
- 10.10 The Management Committee may make such rules of procedure consistent with this Agreement as it considers desirable in respect of the performance of its duties.

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- 10.11 Decisions of the Management Committee shall be implemented expeditiously provided they fall within the terms of this Agreement and the laws and policy mandates of Canada and Newfoundland.

EVALUATION PROCESS

- 11.1 No later than eighteen months prior to the termination of this Agreement, the Management Committee shall draw up terms of reference for evaluation of this Agreement.
- 11.2 The terms of reference shall be limited to determining whether the objectives of the Agreement have been met and whether the mechanisms developed are appropriate to meet those objectives.
- 11.3 The terms of reference shall not include an evaluation or review of the internal administration of any provincial department or agency, nor any of its employees, except as it relates to the evaluation of the efficiency, effectiveness and economy of the designated programs.
- 11.4 No later than fifteen months prior to the termination of this Agreement, the Management Committee shall appoint a person or corporation to carry out the evaluation.
- 11.5 Both parties and the Band Councils shall provide, without prejudice, such information as may be required in order to evaluate this Agreement. In the event either party or Band Council is unable to provide such information, the Management Committee agrees to meet to resolve this issue so as to ensure that the evaluation process continues.

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- 11.6 The evaluation shall be completed no later than eight months prior to the termination of this Agreement.
- 11.7 The evaluation report shall be submitted to each of the parties to the Agreement, and the Band Councils.
- 11.8 The evaluation and review report may be released to the public, interested persons, organizations, and other groups or individuals upon the approval of the parties to the agreement in consultation with the Innu Communities.
- 11.9 The costs of the evaluation process related to the operation of the agreement shall be shared by Canada and Newfoundland on the same proportional basis reflected in the rest of this agreement. The allocation of funds for this portion of the process will be determined by Newfoundland and Canada subject to the appropriations of the House of Assembly and Parliament respectively, and will be additional to funding allocated under the agreement as specified in sections 4.1 and 4.2.

#### TERMS OF AGREEMENT

- 12.1 This agreement is for the period of five years from April 1, 1991 to March 31, 1996.

#### AMENDMENTS

- 13.1 Amendments to any part of this Agreement may be made upon the written consent of Canada and Newfoundland in consultation with the two Band Councils.

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13.2 Any change to Annex I (budgetary allocations) shall be made in accordance with 9.1 through 9.4.

13.3 Authority to make amendments to Annexes 2, 3, 4 and 5 of this Agreement shall be delegated to the Management Committee and shall require the unanimous decision of the Committee.

#### SCHEDULES

14.1 All Annexes to this Agreement shall be part thereof.

#### INTERPRETATIONS

15.1 In this Agreement words in the singular include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and any corporations, all as applicable.

#### SENATE, HOUSE OF COMMONS AND HOUSE OF ASSEMBLY CLAUSE

16.1 No member of the Senate or the House of Commons of Canada or member of the House of Assembly of Newfoundland shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

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**NOTICE**

17.1 Any notice or written communication required or permitted to be given pursuant to the Agreement may be given as follows:

## a) To Canada:

Regional Director General  
Indian & Inuit Affairs  
Atlantic Regional Office  
P. O. Box 160  
Amherst, N.S.  
B4H 3Z3

## b) To Newfoundland:

Regional Vice President  
Enterprise Newfoundland and Labrador  
Mailbag 3027, Station B  
Happy Valley  
AOP 1E0



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Witnesses to the Agreement:

Signed and approved on behalf of  
the Government of Canada as  
represented herein by: the  
Minister of Indian Affairs and  
Northern Development or his  
designate.

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 Date

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 The Honourable Tom Siddon

Signed and approved on behalf of  
the Government of Newfoundland  
and Labrador as represented  
herein by: the Premier of the  
Government of Newfoundland/  
Labrador as Minister Responsible  
for Intergovernmental Affairs.

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 Date

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 The Honourable Clyde K. Wells

---

 The Minister of Development

---

 Date

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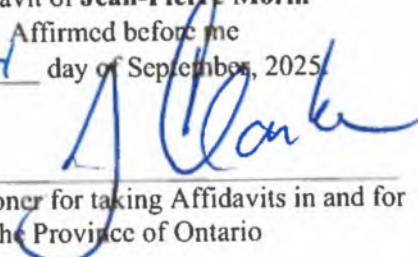
 The Honourable Charles J. Furey



2024 01G CP 0064

This is **Exhibit 16** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

MINUTESMANAGEMENT COMMITTEE MEETING (INNU)AURORA HOTELJUNE 27, 1990**I**    ROLL CALL - 9:30 A.M.

Lawrence O'Brien	- Provincial Co-Chairman
Don MacDonald	- Federal Co-Chairman
Daniel Ashini	- Chief, Sheshashit
Cajetan Rich	- Chief, Davis Inlet
Bart Jack	- Sheshashit
Eric Flynn	- Department of Development
Ken Lennon	- Federal Representative
David Nuke	- Sheshashit
Mervin Linstead	- Recording Secretary

**II**    AGENDA

A.    Lawrence assumed the Chair and gave an outline of the reason for the meeting based on Minutes of the June 05 meeting and then presented the agenda.

B.    MOTIONS

1.    Moved by Ken, seconded by Cajetan, to adopt the agenda; carried.

The Minutes of the March 20, 1990 and the June 05, 1990 meetings were then presented.

2.    Moved by Don, seconded by Daniel, to adopt both sets of Minutes as presented; carried.

2/...

- 2 -

### III BUSINESS ARISING FROM MINUTES

Daniel had a question regarding the increases to the Education budget.

Action: Don responded that the question was answered in the next motion in the Minutes.

Daniel questioned whether the board was contacted by Gary Hatcher to find out if the extra courses outlined in the budget were taught by the School Board.

Action: Gary was not available but would be contacted to answer that question.

### IV REVIEW OF DAVIS INLET ALLEGATIONS

Lawrence gave a detailed overview of the situation to date, on the concerns about the Davis Inlet situation and specifically stressed the following two points:

1. Advanced salaries and;
2. Liquor on chartered aircraft by Band Council members mentioned in the R.C.M.P. report.

Copies of the letter from Prote Poker and the R.C.M.P. report were then circulated for review.

Cajetan then expressed his views as to why the letter was written in the first place citing the following:

1. A political game because of the upcoming election and;
2. Interference by outside interest not affiliated to the Band Council in any way.

There was then a lengthy discussion regarding the issue with just about everyone having a say on the situation.

At that point, a petition from Davis Inlet addressed to the Management Committee was tabled at which time Sheshashit requested a recess to discuss the issue in private with Davis Inlet.

3/...



- 3 -

Following the recess, Daniel expressed the view that although the problem was a very serious one and policies should be considered restricting the importation of liquor to the communities, the policing of such a policy would be next to impossible.

After a lengthy discussion, Cajetan proposed that with consensus of the Management Committee, he would take the concerns back to his community and ask the community to resolve the issue within the terms of the Agreement (Consensus).

**Motion:** Moved by Don, seconded by Daniel, that a letter be written to the signators of the petition acknowledging their concerns, and that they were addressed at the Management Committee level and no further action is required at this time; carried.

#### V NEGOTIATIONS NEW AGREEMENT

Cajetan requested that no negotiations take place until after the Band Council elections scheduled for July 31 at Davis Inlet (everyone agreed).

Bart put forward a number of points regarding the upcoming negotiations, such as:

- A. How much participation would the Innu have in the process.
- B. How could they address the subjects of Water & Sewer, Housing, Education and Health, etc.

Don responded that it would continue to be a Federal/Provincial Agreement, but he expected to have continuous consultation with the Innu throughout the process.

Lawrence pointed out that the only mandate this committee had was to set a time frame for negotiations and he could not enter into discussions on the process.

Tentative dates were then set and the first meeting would be held at Sheshashit on August 7, 8, & 9. Intergovernmental Affairs would be informed immediately of these dates to see if they concurred.

4/...

## VI REVIEW OF FINANCIAL STATEMENTS

It was noted that proper activity reports were not being forwarded to the Management Committee reflecting the proper procedures of transferring funds between accounts.

It was then agreed that Mervin would meet with Peter and Simon to work out the proper process to be followed.

Don then questioned the deficit situation Sheshashit was in and questioned the huge amount of overspending in the Outpost Program.

Daniel explained that due to a complete lack of co-operation from Labrador Airways in providing fixed wing aircraft, they had to rely almost totally on helicopters which cost a lot more than fixed wing aircraft.

He also pointed out that due to the amount of overspending, plans are to cancel the fall portion of the program to try to balance the budget.

Don then questioned the expenditures of Davis Inlet to the Receiver General and wondered where those expenditures should be posted.

Cajetan responded that the problem may be with their new bookkeeper and assured the Committee that the audit would reflect the proper allocations.

## VII STATUS OF AUDITS

Both Sheshashit and Davis Inlet expected their audits to be available by July 15, 1990.

Mervin then asked whether the covering management letter from the audit was considered to be part of the certified audit.

Cajetan responded that they always forward the letter with the audit to the Committee.

Daniel pointed out that he did not feel it was part of the audit and Sheshashit would not forward the letter.

Don mentioned that it may be open to legal interpretation if it became necessary to access the management letter.

VIII OTHER BUSINESS

Daniel then introduced a revised budget and cash flow for 1990-91 on behalf of Sheshashit.

Motion: Moved by Ken, seconded by Cajetan to adopt the revised budget and cash flow from Sheshashit as presented; carried.

IX ADJOURNMENT


There being no further business, the meeting adjourned at 3:42 p.m.

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PROVINCIAL CO-CHAIRMAN

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FEDERAL CO-CHAIRMAN



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MERVIN B. LINSTEAD  
SECRETARY

/ps

Management Committee Meeting  
Contribution Agreement/Innu  
Hotel Newfoundland, St. John's  
December 6, 1994

Don MacDonald	- Federal Co-Chair, Dept. of Indian Affairs
Lawrence O'Brien	- Provincial Co-Chair, Enterprise Nfld & Labrador
Mike Samson	- Director, Intergovernmental Affairs
Tom Keagan	- Federal Representative, Dept. of Indian Affairs
Gary Hatcher	- Provincial Representative, Dept. of Education
Greg Andrew	- Sheshatshiu Innu Band Council
Emmett Nuna	- Sheshatshiu Innu Band Council
Simon Pokue	- Mushuau Innu Band Council
Sebastian Piwas	- Mushuau Innu Band Council
Edgar Branton	- Mushuau Innu Band Council
Eric Coombs	- Gardner & Coombs
Peggy Pardy	- Recording Secretary, Enterprise Nfld & Labrador

The meeting began at 9:30 a.m. at the Hotel Newfoundland, St. John's, Newfoundland. Lawrence O'Brien chaired the meeting.

#### Adoption of Minutes

The minutes of September 20, 1994 were then reviewed. A motion was made to adopt with one change noted.

1. Page 1, Business Arising from Minutes, #1, it should read \$133,000 was paid by the Band Council and \$100,000 would be reimbursed by the Innu Nation.

MOTION #1 Moved by Don MacDonald, seconded by Gary Hatcher, to adopt the minutes of September 20, 1994 as amended. Motion carried.

#### Education

Gary Hatcher tabled the 1993/94 audited statement from the Labrador Roman Catholic School Board - noting that the Board spent approximately \$50,000 more than allocated on aboriginal specific programs.

Eric Coombs requested a copy of the audited statement for 1992/93. It was agreed he would contact Gary's office directly for a copy.

There was some discussion of budget categories, including Debt Management, Grant in Lieu of

Taxes and Community Use of School. As requested, Gary provided explanations.

### Second Quarter Financial Statements

**Davis Inlet:** Edgar Branton tabled the Davis Inlet statement, explained its contents and advised the Band Council anticipates being on budget for the year.

Don MacDonald requested a full activity report on the Fall '94 Outpost Program and Edgar agreed to provide the same.

There was a discussion of the Band's expenditures on Legal Fees associated with the disagreement with Newfoundland on the Provincial Court. Don MacDonald indicated these fees were not appropriately charged to the agreement. It was agreed that the Management Committee (Lawrence/Don) would send a letter to the Band Council on this issue.

**Sheshatshiu:** Emmett Nuna tabled and explained the Sheshatshiu statements. Don requested a report on the Fall Outpost Program. Overall, the Band Council is within budget and may realize a small surplus for the year.

Eric complimented Emmett on the improved record keeping and Don complimented the Band Council on overall improvements.

**MOTION #2** Moved by Sebastian Piwas, seconded by Don MacDonald that the second quarter 1994/95 Davis Inlet statement be adopted as presented. Motion carried.

**MOTION #3** Moved by Greg Andrew, seconded by Mike Samson that the second quarter 1994/95 Sheshatshiu statement be adopted as presented. Motion carried.

### Co-Management

Lawrence O'Brien gave a verbal report on the status of the Sheshatshiu Co-Management arrangement.

Greg Andrew indicated that he saw no advantage to continued involvement by Management Services Ltd. and that the Band might prefer to hire a manager directly. Lawrence agreed to discuss this with the Band.

Mike advised that while the Province is generally pleased with the current arrangement, it remains difficult to change direction until there is evidence of progress on two elements of the agreement between ENL and the Board:

1. Council Review Commission (CRC).



2. Training of a Band Administrator.

Co-Management (Cont'd)

Greg noted the Province's concern and explained his view of the political difficulties associated with the CRC in an election year.

It was agreed that the Band would develop a written proposal on changes to co-management and that this proposal would form the basis for further discussion between the Province and the Band.

Next Meeting

The next meeting was scheduled for March 14, 1995 in Goose Bay, beginning at 9:00 a.m.

Adjournment

There being no further issues, the meeting was adjourned at 12:00 p.m.

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Don MacDonald  
Federal Co-Chair

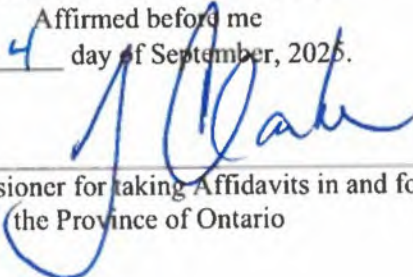
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Lawrence O'Brien  
Provincial Co-Chair

2024 01G CP 0064

This is **Exhibit 17** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

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PRA

CONTRIBUTION AGREEMENT  
BETWEEN THE GOVERNMENT OF CANADA  
AND  
THE GOVERNMENT OF NEWFOUNDLAND  
AND LABRADOR  
FOR THE BENEFIT OF THE INNU COMMUNITIES OF LABRADOR  
1996 - 1997

CANADA - NEWFOUNDLAND AND LABRADOR - INNU COMMUNITIES

OF LABRADOR CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into the \_\_\_\_ day of  
\_\_\_\_\_ .

BETWEEN:

THE GOVERNMENT of Canada as represented  
by the Minister of Indian Affairs and  
Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador  
as represented by the Premier of the Government  
of Newfoundland and Labrador and the Minister of  
Development and Rural Renewal

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter referred to as "Canada") and the Government of Newfoundland and Labrador (hereinafter referred to as "Newfoundland") have in the past entered into special contribution arrangements for the provision of supplementary programs and services to the residents of the Innu Communities of Davis Inlet and Sheshatshiu;

AND WHEREAS Canada, through the Minister of Indian Affairs and Northern Development, maintains a special interest in the social and economic development of the Innu people;

AND WHEREAS Newfoundland recognizes the need for supplementary programs and services in the communities of Davis Inlet and Sheshatshiu and further recognizes that these supplementary programs and services must be available to all residents of these communities;

AND WHEREAS Canada and Newfoundland, and representatives from the communities of Sheshatshiu and Davis Inlet have recognized the need for an agreement to be entered into between Canada and Newfoundland which will give the Innu Communities more control and flexibility in the determination and

management of programs in their own communities;

AND WHEREAS the Treasury Board of Canada, at its \_\_\_\_\_ meeting, and the Governor-in Council by P.C.\_\_\_\_\_, of \_\_\_\_\_, have given authority to the Minister of Indian Affairs and Northern Development to enter into this Agreement on behalf of Canada for the benefit of the Innu of Labrador and approved the terms and conditions of this Agreement;

AND WHEREAS the Lieutenant Governor in Council by Order in Council\_\_\_\_\_, has authorized the Premier of the Government of Newfoundland and Labrador and the Minister of Development to enter into this Agreement with Canada for the benefit of the residents of the communities of Davis Inlet and Sheshatshiu.

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

#### DEFINITIONS:

For the purpose of this Agreement, the following definitions apply:

"Band Councils" means the elected board of directors of the entities incorporated under the laws of the Province of Newfoundland and Labrador under the name of "Sheshatshiu Innu Band Council Inc." for the community of Sheshatshiu and under the name of "Mushuau Innu" of the community of Davis Inlet, and does not refer to the "council of the band" as defined in the Indian Act.

"Innu Communities" means the communities of Davis Inlet and Sheshatshiu and includes all residents of these communities.

#### APPLICATION OF AGREEMENT

- 1.1 This Agreement shall apply to the Innu Communities.
- 1.2 Nothing in this Agreement shall affect the operation of federal government departments, other than the Department of Indian Affairs and Northern Development or provincial government departments or agencies other than the Department of Development and Rural Renewal and the Department



of Education.

- 1.3 Nothing in this agreement shall prohibit residents of the Innu Communities from seeking access to any federal, provincial or federal/provincial programs and services to which they would otherwise have access.
- 1.4 Should proposals for registration of residents of the communities of Sheshatshiu and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons, as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation and obligations created under this Agreement.
- 1.5 Should other significant changes occur to circumstances affecting the terms of this agreement. It is agreed that the parties hereto shall jointly consider any impact of such changes on the content, operation and obligations created under this agreement.
- 1.6 Nothing in this Agreement is to be construed either as conferring on any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event this Agreement had not been entered, or as recognizing or detracting from any right, benefit, claim or privilege which any person or group of persons may claim apart from this Agreement.

#### PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding by Canada and Newfoundland for the administration and delivery of supplementary provincial and community services and programs for the benefit of the Innu Communities.

- 2.2 The purpose of this Agreement is also to ensure that the supplementary provincial and community programs and services are available to all the residents of the Innu Communities.

#### OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

- 3.1 make available to residents of the Innu Communities, community based and community developed programs designed to assist and support them in achieving their cultural, social and economic goals;
- 3.2 provide a measure of financial support for existing provincial and community services and programs for the residents of the Innu Communities;
- 3.3 assist in the improvement of the standard of living for the residents of the Innu Communities;
- 3.4 enhance the socio-cultural development of the residents of the Innu Communities and enable them to pursue such socio-cultural development within their normal and traditional communities as well as throughout Newfoundland;
- 3.5 make available capital funding to facilitate the construction of modern water and sewer systems for the Innu Communities;
- 3.6 improve the quality of housing available to residents of the Innu communities through programs designed to facilitate new construction and the upgrading of existing housing; and
- 3.7 supplement the educational services to the Innu Communities.

#### FUNDING

- 4.1 Canada shall contribute to a basic amount of \$ 3,499,900 for one fiscal year (1996 - 1997), under this agreement, subject to the availability of funds

by Parliamentary appropriation.

- 4.2 Newfoundland shall contribute equivalent to a value of \$ 393,393 for one fiscal year under this agreement, subject to appropriation by the House of Assembly, which will be additional to Canada's contribution referred to in 4.1.

ALLOCATION OF FUNDS

- 5.1 Funds available under this Agreement shall be allocated based on:
- 1) the proposals which were submitted by the two communities for the allocation of federal funding between the two communities for the fiscal year 1996-1997;
  - 2) the proposed detailed budgets submitted by each community; and
  - 3) the results of the negotiations between representatives of the two Innu Communities, and Canada and Newfoundland.
- 5.2 Funds are to be allocated for purposes of the following services and programs:
- 1) Federal Contribution
    - a) Supplementary Provincial Programs and Services as referred to in 9.1;
    - b) Supplementary Community Programs and Services as referred to in 9.3;
  - 2) Provincial Contribution
    - Supplementary Provincial Services and Programs as referred to in 9.1.
- 5.3 The specific list of projects, programs and services for which funds are to be allocated for fiscal year 1996-1997 is attached as Annex I and forms part of this Agreement. Annex I also contains a proposed implementation plan for water and sewer projects in the Innu Communities. This implementation plan may be varied as provided for in section 9.2.B.
- 5.4 The specific list of the elements of the Supplementary School Board Operations is attached as Annex I



and forms part of this Agreement.

#### METHODS OF PAYMENT

- 6.1 Newfoundland's contribution shall be provided in the form of Supplementary Provincial Programs and Services delivered to the Innu Communities as detailed in Annex I.
- 6.2 Canada shall make monthly advance payments to Newfoundland, based on projected cash flows provided by Newfoundland and approved by Canada.
- 6.3 Newfoundland shall make advance quarterly payments to the communities subject to Sections 7.2 to 7.6. Release of these funds may be contingent upon receipt of the required information in the quarterly program and financial reports established pursuant to Section 7.5.
- 6.4 No part of Canada's contribution under this Agreement shall be applied in respect to payments or expenditures which Newfoundland claims or is eligible to claim against Canada, under any other federal-provincial agreement.

#### ACCOUNTABILITY

- 7.1 The Band Councils shall be accountable to Canada and Newfoundland through the Management Committee established pursuant to 10.1.
- 7.2 Accountability by the Band Councils shall take the form of a quarterly financial and activity report, an annual certified audit within 90 days after the end of the fiscal year and by means of their participation in meetings of the Management Committee.
- 7.3 Budgets and annual cash flow projections must be presented and adopted by the Management Committee prior to first quarter funding being allocated and are subject to review at quarterly Management



Committee meetings.

- 7.4 The format of quarterly financial statements shall reflect budgeted allocations, actual expenditures and variances on a program basis.
- 7.5 Quarterly and annual program activity reports to the Management Committee shall reflect all aspects of the program. The format of these reports shall be determined by Canada and Newfoundland in consultation with the Band Councils by October 1, 1996.
- 7.6 In the event of changes to program allocations by Band Councils, the appropriate minutes of council authorizing such changes shall accompany quarterly financial and activity reports submitted to the Management Committee.
- 7.7 Newfoundland shall be accountable to Canada through the Management Committee described in 10.1, for Supplementary Provincial Programs and Services to which Canada is making a financial contribution under this Agreement. This accountability by Newfoundland shall take the form of an annual financial and activity report.
- 7.8 Subject to 7.2, Newfoundland shall provide Canada with an annual certified audit within 120 days of the conclusion of this agreement.
- 7.9 Federal funds for Supplementary Provincial Programs and Services unspent as of March 31, 1997 when this Agreement terminates shall be reimbursed to Canada by Newfoundland unless otherwise agreed by both parties.
- 7.10 Funds for Supplementary Community Programs and Services unspent as of March 31, 1997 shall be reimbursed to Canada by Newfoundland when these funds have been reimbursed to Newfoundland by the Innu Communities. If not reimbursed by Newfoundland, it is understood that those funds shall be deducted from the funding to be provided by Canada to Newfoundland under any future agreement for the benefit of the Innu

Communities unless otherwise agreed by both parties.

#### INDEPENDENT AUDITS

- 8.1 Auditors may be appointed by Canada or Newfoundland to review the financial records maintained by Newfoundland or the Innu Communities to ensure that the Agreement is being managed in accordance with its terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

#### DELIVERY AND ADMINISTRATION OF PROGRAMS AND SERVICES

- 9.1 Newfoundland shall administer the Supplementary Provincial Programs and Services. For greater certainty, Supplementary Provincial Programs and Services are:

- a) Supplementary School Board Operations and Other Supplementary Educational Services;
- b) Supplementary teacher allocations by the Department of Education; and,
- c) Administration by the Provincial Departments of Development and Rural Renewal, Municipal and Provincial Affairs and Education.

- 9.2 a) Newfoundland may change the allocations for the Supplementary Provincial Programs and Services, provided that the Management Committee considers such changes prior to their being implemented; and
- b) The allocation of federal funds to the Department of Education for Supplementary School Board Operations and the Department of Development and Rural Renewal for water and sewer construction shall not be varied

by the Management Committee established pursuant to Section 10.1 unless the respective department or agency signifies its acceptance of such a variation in writing.

- 9.3 The Band Councils shall administer the Supplementary Community Programs and Services for the Innu Communities. The Supplementary Community Programs and Services are those programs and services so specified in Annexes 1 and 5 of the Agreement, exclusive of the capital water and sewer program, which shall be administered by the Department of Development and Rural Renewal in consultation with the communities.
- 9.4 Further to 9.3 and without limiting other procedures which may apply, the following procedures apply to the administration of Supplementary Community Programs and Services:
- a) The Band Councils may transfer funds between projects within the Capital and Community Development components of Community Programs and Services for each community in accordance with the approved procedures contained in Annex 2 and provided that project criteria approved by the Management Committee are in place for the projects involved;
  - b) Changes in allocation of funds between Capital and Community Development by either community and for new projects in either community shall be approved by the Management Committee in accordance with the criteria contained in Annex 3 and provided that project criteria approved by the Management Committee are in place for the projects involved; and,
  - c) The Band Councils have developed their own internal control and management procedures as contained in Annex 4, and program



descriptions for Supplementary Community Programs and Services as contained in Annex 5.

#### MANAGEMENT COMMITTEE

10.1 A Management Committee of eight members shall be established as soon as possible after the coming into force of this Agreement to make decisions concerning certain changes in budgetary allocations referred to in 9.1 through 9.4, to discuss and resolve other outstanding issues and generally to monitor the implementation of this Agreement.

10.2 The Management Committee shall be composed of:

- a) Two representatives of Canada appointed by the Minister of Indian Affairs and Northern Development,
- b) Two representatives of Newfoundland appointed by the Minister of Development and Rural Renewal,
- c) Two representatives from Sheshatshiu: the Chief or his designated alternate and one councillor,
- d) Two representatives from Davis Inlet: the Chief or his designated alternate and one councillor.

10.3 Members appointed in accordance with 10.2 may be removed and replaced by the person or body responsible for appointing them.

- 10.4 The Chair will alternate between Canada and Newfoundland from one meeting to the next with Canada chairing the first meeting of the Management Committee. The Chairperson chosen from among its two representatives shall be announced by Canada or Newfoundland at the commencement of the meeting or earlier.
- 10.5 A quorum shall consist of at least four members, one member from Canada, and one from Newfoundland and one member from each Innu Community.
- 10.6 Each member of the Management Committee shall have one vote subject to 10.7.
- 10.7 Subject to 13.1, 13.2 and 13.3, all decisions of the Management Committee shall require a simple majority of the members present and voting.
- 10.8 The Management Committee shall meet quarterly, but may be convened more often for special meetings if that is deemed necessary to enable it to most effectively discharge its duties. In the event that a special meeting has been called, Canada shall be responsible for designating a suitable time, place and agenda. On agreement of all members, meetings of the Management Committee may be conducted by conference telephone call. The Chair will be responsible for calling and arranging the quarterly meetings.
- 10.9 Newfoundland shall supply a recording secretary to the Management Committee who shall not be considered a member thereof. The costs of the recording secretary are to be charged as part of the provincial contribution to the agreement.
- 10.10 The Management Committee may make such rules of procedure consistent with this Agreement as it considers desirable in respect of the performance of its duties.
- 10.11 Decisions of the Management Committee shall be implemented expeditiously provided they fall within the terms of this Agreement and the laws and policy



mandates of Canada and Newfoundland.

EVALUATION PROCESS

- 11.1 The Management Committee shall draw up terms of reference for evaluation of this Agreement.
- 11.2 The terms of reference shall be limited to determining whether the objectives of the Agreement have been met and whether the mechanisms developed are appropriate to meet those objectives.

- 11.3 The terms of reference shall not include an evaluation or review of the internal administration of any provincial department or agency, nor any of its employees, except as it relates to the evaluation of the efficiency, effectiveness and economy of the designated programs.
- 11.4 The Management Committee shall appoint a person or corporation to carry out the evaluation.
- 11.5 Both parties and the Band Councils shall provide, without prejudice, such information as may be required in order to evaluate this Agreement. In the event either party or Band Council is unable to provide such information, the Management Committee agrees to meet to resolve this issue so as to ensure that the evaluation process continues.
- 11.6 The evaluation shall be completed prior to the termination of this Agreement.
- 11.7 The evaluation report shall be submitted to each of the parties to the Agreement, and the Band Councils.
- 11.8 The evaluation and review report may be released to the public, interested persons, organizations, and other groups or individuals upon the approval of the parties to the agreement in consultation with the Innu Communities.
- 11.9 The costs of the evaluation process related to the operation of the agreement shall be shared by Canada and Newfoundland on the same proportional basis reflected in the rest of this agreement. The allocation of funds for this portion of the process will be determined by Newfoundland and Canada subject to the appropriations of the House of Assembly and Parliament respectively, and will be additional to funding allocated under the agreement as specified in sections 4.1 and 4.2.

#### TERMS OF AGREEMENT

- 12.1 This agreement is for the period of one year from April 1, 1996 to March 31, 1997.

#### AMENDMENTS

- 13.1 Amendments to any part of this Agreement may be made upon the written consent of Canada and Newfoundland in consultation with the two Band Councils.
- 13.2 Any change to Annex I (budgetary allocations) shall be made in accordance with 9.1 through 9.4.
- 13.3 Authority to make amendments to Annexes 2, 3, 4 and 5 of this Agreement shall be delegated to the Management Committee and shall require the unanimous decision of the Committee.

#### SCHEDULES

- 14.1 All Annexes to this Agreement shall be part thereof.

#### INTERPRETATIONS

- 15.1 In this Agreement words in the singular include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and any corporations, all as applicable.

#### SENATE, HOUSE OF COMMONS AND HOUSE OF ASSEMBLY CLAUSE

- 16.1 No member of the Senate or the House of Commons of Canada or member of the House of Assembly of Newfoundland shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

#### NOTICE

- 17.1 Any notice or written communication required or permitted

to be given pursuant to the Agreement may be given as follows:

a) To Canada:

Regional Director General  
Indian & Inuit Affairs  
Atlantic Regional Office  
P. O. Box 160  
Amherst, N.S.  
B4H 3Z3

b) To Newfoundland:

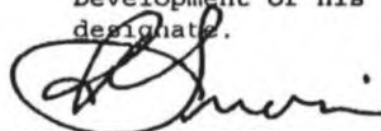
Secretary to the Cabinet  
(Labrador and Aboriginal Affairs)  
Executive Council  
Box 8700  
Confederation Building  
St. John's, Nfld.  
A1B 4J6

IN WITNESS WHEREOF the Honourable Ronald A. Irwin, Minister of Indian Affairs and Northern Development has set his hands on behalf of Canada, and the Honourable Brian Tobin, Premier of the Government of Newfoundland and Labrador, and the Honourable Judy Foote, Minister of the Department of Development and Rural Renewal have hereunto set their hands on behalf of Newfoundland

on this            Day of            1996

Witnesses to the Agreement:

Signed and approved on behalf of  
the Government of  
Canada as represented  
herein by: the  
Minister of Indian  
Affairs and Northern  
Development or his  
designate.

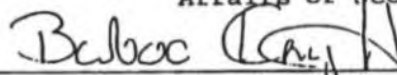


The Honourable Ronald A. Irwin

JUL - 8 1996

Date

Signed and approved on  
behalf of the  
Government of  
Newfoundland and  
Labrador as  
represented herein by:  
the Premier of the  
Government of  
Newfoundland and  
Labrador as Minister  
Responsible for  
Intergovernmental  
Affairs or Sec. to Cabinet  
for IGA

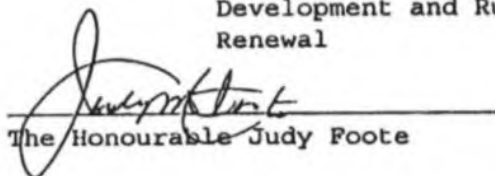


The Honourable Brian Tobin

July 27, 1996

Date

the Minister of the  
Department of  
Development and Rural  
Renewal



The Honourable Judy Foote

August 12, 1996

Date



## ANNEX 1

1996-1997  
FISCAL YEAR

Federal Contribution	<u>\$3,499,900</u>	
Education		\$ 524,800
Community Services		<u>\$ 2,975,100</u>
1996-1997 Base Budget		\$ 3,499,900
Provincial Contribution	<u>\$ 393,393</u>	
Supplementary Education		\$ 343,393
Administration (Rural Renewal)		<u>\$ 50,000</u>
		<u>\$ 393,393</u>
Agreement Total		<u>\$ 3,893,293</u>

## DETAILED EDUCATION BUDGET FOR INNU COMMUNITIES 1996-1997

Sheshatshiu Community  
Supplementary School Board Allocations

1.	Innu Language	\$ 41,598
2.	Life Skills	\$ 34,427
3.	Innu Archival Materials	\$ 10,650
4.	Modern Technologies	\$ 10,650
5.	Innu Teachers	\$ 82,369
6.	Professional Development	\$ 15,975
7.	Curriculum Centre	\$ 52,505
8.	Innu Counsellor	\$ 25,294
9.	Sports Meet / Creative Arts / Equipment	\$ 12,780
10.	Benefits	\$ 8,350
11.	Grant in Lieu of Taxes	\$ 15,975
12.	Community Use of School	\$ 8,927

**TOTAL** \$ 319,500

Davis Inlet Community  
Supplementary School Board Allocations

1.	Innu Language	\$ 6,180
2.	Life Skills	\$ 2,060
3.	Innu Archival Materials	\$ 3,090
4.	Modern Technologies	\$ 5,150
5.	Innu Teachers	\$ 129,162
6.	Professional Development	\$ 4,120
7.	Sports Meet / Drama / Equipment	\$ 5,150
8.	Debt Management	\$ 30,900
9.	Grant in Lieu of Taxes	\$ 7,725
10.	Community Use of School	\$ 3,090
11.	Teachers' Residences	\$ 8,673

**TOTAL** \$ 205,300

## ANNEX 1 SCHEDULE FOR 1996-1997

## Davis Inlet

Education	\$ 205,300
Community Services	<u>\$ 1,247,717</u>
	\$ 1,453,017

## Sheshatshiu

Education	\$ 319,500
Community Services	<u>\$ 1,727,383</u>
	\$ 2,046,883

FEDERAL SHARE\$ 3,499,900

PROVINCIAL SHARE\$ 393,393

TOTAL AGREEMENT\$ 3,893,293

## ANNEX 2

PROCEDURES FOR TRANSFER OF FUNDS BETWEEN PROJECTS WITHIN EACH  
MAIN COMPONENT, NAMELY CAPITAL AND COMMUNITY DEVELOPMENT.

1. Council will use its best efforts to stay within the limits of the approved budgets.
2. It is acknowledged that expenditures may not always be as predicted and the budget may have to be adjusted in light of changing conditions.
3. Actual expenditures will be compared to the budget and cash flow projection on a quarterly basis and the budget may be modified in accordance with Sections 4, 5 and 6 of this Annex.
4. All budget revisions will be approved by the Band Council, documented in the minutes, and copies of such minutes shall be submitted to the Management Committee as part of the regular quarterly financial report.
5. Council may revise its budget to transfer funds to cover normal unanticipated deficits in other approved categories. Copies of the revised budget and explanations will be submitted to the Management Committee, on a quarterly basis.
6. Capital funds will be maintained in a separate bank account from revenue funds. There will be no transfer of funds between bank accounts, without prior approval of the Management Committee.

## ANNEX 3

CRITERIA FOR ACCEPTING CHANGES IN THE ALLOCATION OF FUNDS BETWEEN  
THE MAJOR COMPONENTS OF THE BUDGET AND FOR NEW PROJECTS.

1.       Proposals shall represent community priorities as expressed by the Band Councils and supported by the appropriate minutes of Council.
2.       New projects, meaning those not included in Annex 1 or 5, need to receive approval of the Management Committee prior to allocation of funds and implementation.
3.       Proposals shall meet the applicable Federal and Provincial legislative and financial requirements.
4.       Proposals must receive the approval of a simple majority of the Management Committee.



## ANNEX 4

## INTERNAL CONTROL AND MANAGEMENT PROCEDURES.

I Current expendituresa) Financial and general controls

- i) Detailed budgets of expenditures are prepared and approved by council.
- ii) Monthly financial statements are prepared and compared to budgets. Deviations from budgets are analyzed and appropriate action taken.
- iii) Council meets regularly and minutes are maintained of all council decisions.
- iv) Bank accounts are reconciled monthly. Dual signatures are required on all cheques.
- v) All books of account are balanced and updated monthly. An accounts payable subsidiary ledger is maintained recording all outstanding bills and is balanced monthly to the general ledger.

b) Purchases, payables, payments (regular purchases)

- i) Only certain designated individuals are authorized to purchase items for council. Suppliers are notified of these individuals.
- ii) When invoices are submitted to the council office the financial administrator examines invoices for:

Signature of appropriate

individual indicating receipt of goods.

Clerical accuracy

Validity of prices

Appropriate expense account  
distribution  
available funds.

iii) When these procedures are satisfactorily performed the invoice is entered in the accounting records.

iv) All contracts shall be in writing

c) Aircharters (Outpost Program)

i) Air charter authorization forms are utilized.

ii) These forms must be presented to the air carrier and signed by an authorized member of council before an aircraft will be used.

iii) All air carriers in the Goose Bay area have been notified in writing with specimen signatures of those persons authorized to sign the air charter form.

iv) The financial administrator signs all forms in addition to a council member to verify that sufficient funds are available for the charter.

v) All flight details including passenger and route are documented on the form.

- vi) Forms are triplicate and pre-numbered with all numbers being accounted for.
- vii) When invoices are received they are matched to the authorization form and differences followed up with the air carrier.

d) Travel expenditures

- i) Where travel advances are issued to travelling officers or employees, these amounts are issued separately to each individual with each person responsible for the amount received. All advances are recorded as an account receivable in the records of the Innu Council until supported by valid receipts.
- ii) All travelling employees or officers must submit standard travel claims documenting valid travel costs incurred. The travel claim documents the purpose of the trip and the expenditures incurred. Supporting receipts should be attached to the travel claim.
- iii) The Band Council has adopted standard per diem rates for reimbursement of meals while travelling on council business. The rate has been approved in the meetings of the council.
- iv) Employees using their own vehicle are to be reimbursed at a rate of 30 cents a km.
- v) The rate for private lodging will be \$20.00 per day.

## II Capital Expenditures

- i) Consulting engineers must be in place prior to the commencement of any major capital projects.
- ii) The engineer will prepare the preliminary design working papers and tender documents.
- iii) The engineer will arrange for the calling of public tenders. The lowest or any tender will not necessarily be accepted.
- iv) Local preference may be a criteria in selecting contractors where the benefits justify selecting other than the lowest bid.
- v) The engineer will recommend the contractor to council based upon the tendering process.
- vi) The selection of the council will be clearly documented in the minutes of the council. Where other than the lowest bid is accepted, the reasons for this will also be recorded.
- vii) All contractors will be paid on a percentage-of-completion basis with a ten percent holdback until satisfactory completion of the project.
- viii) All requests for progress payments will be approved by the supervising engineer before payment is made.
- ix) Holdback will be released only when the engineer has certified satisfactory job completion.



## ANNEX 5

PROGRAM DESCRIPTIONS OF SUPPLEMENTARY COMMUNITY PROGRAMS AND SERVICES.I General Funding Criteria

- a) All applicants receiving funding under the agreement must comply with these criteria.
- b) The proposals for funding must be consistent with sections 2, 3 and 4 of the contribution agreement.
- c) Applications must be made through or approved by the Band Councils of Davis Inlet and Sheshatshiu.
- d) Applications must be made in writing to the management committee and must document the following:
  - i) Purpose of the funding.
  - ii) Specific objectives and benefits to be achieved: where it is applicable and practical to do so, these objectives should be quantified, i.e. the number of people to participate in the outpost program, the number of families benefiting from the nutritional supplement program, the number of houses to be repaired, etc.
  - iii) A detailed budget of expenditures.
- e) Quarterly and annual reports should compare both:
  - i) the actual costs to the budgeted expenditures, and;
  - ii) where applicable, the benefits achieved to objectives and benefits specified in the original funding proposal.



II Eligible Programs1) ADMINISTRATION AND CORE FUNDINGa) Overhead expensesPurpose

To pay for basic administrative and overhead costs associated with the operation and maintenance of a council and council offices, including (but not necessarily restricted to):

Election expenses  
Honoraria  
Insurance  
Meetings  
Office furniture and equipment  
Office supplies  
Professional fees  
Utilities  
Travel, including that for Management Committee business

b) Wages and employee benefitsPurpose

To pay for wages of administrative and executive personnel including (but not necessarily restricted to)

- Chief
- Financial administrator
- Office secretary

2) COMMUNITY SERVICESPurpose

To provide the Band Councils with funding to provide basic services to the communities of Sheshatshiu and Davis Inlet, including (but not necessarily restricted to):

- Fire Protection
- Roads and improvements
- Sanitation and waste removal
- Maintenance and repairs to public buildings
- Operation, Maintenance and repairs to vehicles and equipment necessary to provide the above services.
- Wages and benefits of employees involved in the above activities.
- Capital expenditures necessary to provide the infrastructure required to carry-out these services.

3) HOUSING

a) New house construction

Purpose

To provide an adequate level of housing to the Innu Communities.

b) Housing repairs

Purpose

To maintain existing houses to adequate living standards.

c) Housing Subsidies

Purpose

To provide a measure of support to the members of the Innu Communities who have the means to build their own homes in part or have already acquired their own homes outside of funding from native peoples agreement.

d) Criteria

- 1) New housing is to be made available to the residents of the Innu Communities for homes located in, or to be constructed in those communities.
- 2) Eligibility for new homes must be based on the principle of greatest need first. This is to be decided by the Band Councils and documented in the minutes.
- 3) Title to the house and land must be vested in the Band Council's name with full recognition of the occupant's equity.
- 4) All sources of funding required to complete any home or renovations to a home are to be identified in any submission for funding.
- 5) Funds for housing repairs are to be applied to major repairs and not to minor maintenance repairs.
- 6) Capital funds for housing are not to be used for mortgage repayments.
- 7) Appropriate insurance will be required on all homes receiving grants. It will be the responsibility of the Council to affirm that insurance is obtained and made payable to the Council.
- 8) Where an individual has previously received a grant and has sold the home, he or she will not be eligible for any additional grant.

4) MAINTENANCE OF STUDENTS

a) Eligibility

Any student resident of the Innu Communities.

b) Qualifications for admittance

Students qualify for admittance providing:

- a) they are accepted into an Academic Course or Vocational Training at a recognized University or Trade School.
- b) They are recommended by the Band Council.
- c) Students must complete prescribed forms of application for assistance and have proof of acceptance as full-time students, including proof of accommodation, before assistance with transportation is provided.
- d) Applications must be received by the Council at least one month before student is required to travel.
- e) Applications for colleges, universities, etc. outside of the province will not be accepted unless they are accompanied by a recommendation from Memorial University stating that they are unable to offer the relevant course and a recommendation that the student go elsewhere.
- f) 1) Part-time or mature students will not be assisted unless specifically accepted by the Councils.
- 2) Students who attend for one semester will not be financially assisted to return to place of study unless they have passed the required number of courses or have special approval from the Band Council of Sheshatshiu or Davis Inlet.



g) The following assistance is provided to eligible students in full-time attendance at University or Trade School:

- 1) Return transportation costs from home community to place of study;
- 2) Return transportation to home for Christmas or Easter (one per year);
- 3) Full Tuition;
- 4) Full costs of books;
- 5) Full costs of accommodation on campus;
- 6) Meals at University, or appropriate training institution;
- 7) Student council fees;
- 8) Two hundred dollars (\$200.00) per month for pocket money and incidentals (only for persons with dependents);
- 9) Medical attention, including glasses and/or prescriptions.

Students without dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$150.00 per week for board, lodging and incidentals.

Students with dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$181.00 per week with one dependent, \$193 per week with two dependents, \$203 per week with three dependants, \$214 per week with four or more dependents, for board, lodging and incidentals.



The above assistance is provided to eligible students without considering cash on hand, other income, or the family income or circumstances.

The above assistance is subject to change upon review and approval by the Band Council of Sheshatshiu or Davis Inlet as appropriate.

5). CULTURAL PROGRAMS

Including: a) Crafts  
b) Arts Program  
c) Traditional Customs

Purpose

To assist in promoting the traditional and contemporary lifestyles of the residents of the Innu Communities.

Eligibility

The Labrador Communities of Sheshatshiu and Davis Inlet are eligible.

Qualifications

1. The proposal must show that the project is generally supported by the community.
2. Capital cost cannot be more than 20% of the total allotment of funds for a given project, except where publications of Native material, such as literature and music, require 100% funding.
3. Applicants must demonstrate that all other sources of funding for the cultural programs have been sought before funds from the Agreement will be made available.

6) RECREATION

Purpose

To provide facilities within the communities of Sheshatshiu and Davis Inlet for social and recreational benefits.

Eligibility

Any organization or group within the above communities is eligible.

Qualifications

This project should result in positive social benefits for the community in the areas of:

- a) upkeep of facilities
- b) development of facilities
- c) employment of personnel
- d) development and delivery of programs

7) LIBRARYPurpose

To provide the members of the Innu Communities with public reading material. This is designated to enhance the resident's access to information.

Eligibility

Any community organization and/or group within the communities of Davis Inlet and Sheshatshiu is eligible.

Qualifications

1. The proposal should result in positive social benefits for the community.
2. Funds for this project may be supplemented by other sources, but will not duplicate other such programs.
3. Funds may be used for the purchase of books, magazines, subscriptions for newsletters, information pamphlets, or any other information bulletin.

8) OUTPOSTPurpose

To assist the members of the Innu Communities to pursue, from time to time, traditional living practices away from the home community.

Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

Eligible Costs

- a) Cost of transportation, by most reasonable means, to the site or sites, travel in and around the sites and return transportation to the home communities.
- b) Costs incidental to a) above including, but not limited to:
  - fuel
  - radios and batteries
  - food
  - miscellaneous
  - supplies

9) TRAININGPurpose

To assist the members of the Innu Communities to pursue academic and technical training.

Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

Qualifications

This program is to permit the members of the Innu Communities to take advantage of training programs not normally covered by the Maintenance of Students Program.

The training program will be reviewed by the Management Committee which will make the final decision regarding acceptance or rejection of the program.

#### Eligible Costs

Those costs of transportation, program costs and incidentals, agreed upon by the Management Committee on a case-by-case basis.

### 10) NUTRITIONAL SUPPLEMENT:

#### Purpose

To assist the members of the Innu Communities in accessing nutritional supplements, in order to maintain a viable and healthy diet of country foods.

#### Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

#### Qualifications

- a) Funding will be made available to provide country foods to the old aged, disabled and sick of the Innu Communities who cannot participate in the Outpost Program.
- b) Funding may also be made available to provide lunches to schools.

### 11) SPECIAL PROGRAMS

To provide funding for other programs consistent with the General Funding Criteria that may be approved by the Management Committee, including but not necessarily restricted to:

- Study into teacher's education programs



- Development of local industries including fish camps
- Formation of development corporations

### III CO-MANAGEMENT AND TRUSTEESHIP

It is recognized by the Management Committee that Newfoundland must have the authority to co-manage or take under trusteeship any community or project when management difficulties are recognized and serious enough in nature to warrant such action. These difficulties are usually recognized by:

1. Lack of supporting documents for expenditures.
2. Lack of up-to-date books of record.
3. Expenditure of funds for purposes other than those approved.
4. Overspending without proper authority.
5. Loss of records.
6. Lack of proper audits.

Before Newfoundland, through Enterprise Newfoundland and Labrador, undertakes co-management or trusteeship of a community or project, it will immediately request a special meeting of the Management Committee to report the requirement for this action.

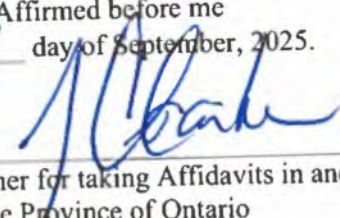
At the next regular Management Committee Meeting, Newfoundland will submit a report outlining their actions and a plan to get control back in the hands of the community or project as quickly as possible.

At each ensuing Management Committee Meeting, Newfoundland shall submit an update on all communities and projects under co-management or trusteeship.

2024 01G CP 0064


This is **Exhibit 18** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.



A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



10/01/96 14:54 3709

**Management Committee Meeting  
Contribution Agreement/Innu  
Innu Nation Boardroom/Sheshatshiu  
September 24, 1996**

Don MacDonald  
Eric Flynn  
Steve Epworth  
David Hughes  
Allen Wright  
Rupert Dawe  
Greg Andrew  
Basil Penashue  
Joanna Michel  
Edgar Branton  
Sebastian Piwas  
Peggy Pardy

- Federal Co-Chair, Dept. of Indian Affairs  
- Provincial Co-Chair, Dept. of Dev. & Rural Renewal  
- Dept. of Indian Affairs  
- Labrador & Aboriginal Affairs  
- Dept. of Education  
- Sheshatshiu Innu Band Council  
- Sheshatshiu Innu Band Council  
- Sheshatshiu Innu Band Council  
- Sheshatshiu Innu Band Council  
- Mushuau Innu Band Council  
- Mushuau Innu Band Council  
- Recording Secretary, Dept. of Dev. & Rural Renewal

The meeting began at 2:00 p.m. at the Innu Nation Boardroom, Sheshatshiu, Labrador. Don MacDonald chaired the meeting. Introductions were then made. The agenda was reviewed and a motion was made to adopt as presented.

**MOTION #1** Moved by Edgar Branton, seconded by Greg Andrew, that the agenda be adopted as presented. Motion carried.

**Adoption of Minutes**

The minutes of June 4, 1996 were then reviewed. A motion was made to adopt as presented.

**MOTION #2** Moved by Greg Andrew, seconded by Sebastian Piwas, to adopt the minutes of June 4, 1996 as presented. Motion carried.

**Business Arising from Minutes**

Rupert Dawe asked what was happening with the Agreement for this year. Don MacDonald informed him that it had been signed, and Eric Flynn passed out copies of the new agreement. The new one year agreement is a renewal of the old agreement. There are no significant differences, other than the fact that it needed some minor editing. Further discussion followed.



10/01/96 14:55 709 896 0234

Correspondence

None.

Education

Allen Wright was in attendance from the Dept. of Education. He apologized for Gary Hatcher's absence. He explained that Mr. Hatcher is heavily involved in the reorganization of education in the province. He informed the councils that there is a new school board that has been appointed for Labrador, and while they have not taken responsibility at the present time for the administration of programs, they will be assuming responsibility in the next several months, and this will have to be taken into consideration in the negotiations. Greg Andrew said he has a problem with the new arrangement, because there is no representative from Sheshatshiu. Rupert Dawe asked if there is an aboriginal representative on the new board. It was determined that the appointments are complete, that some were nominated by the denomination educational councils, some were nominated by the Nfld & Labrador School Trustees Association, some members were nominated at large and there were some cabinet appointments. Mr. Wright did not have the list of board members with him and couldn't say if there was a representative from the aboriginal communities on the board. David Hughes will supply the councils with a list of the board members and how they were appointed.

First Quarter Financial Statements

**Davis Inlet:** Edgar Branton tabled the Davis Inlet Financial Statement and Activity Report. They are projecting a surplus. They have entered into an agreement with the Voisey's Bay Nickel Company this summer.

**Sheshatshiu:** Rupert Dawe tabled the Sheshatshiu Financial Statement and Activity Report. Don MacDonald asked about the June expenditure, which was a donation. Don informed them that he has a problem with the councils using government funds for donations. Don then stated that the council has been officially notified that they cannot use government funds for donations. If the band councils wish to make donations out of other types of funds, there is no problem, but they cannot use government funds for donations. Don further stated that this is the first time it has come to his attention, and if it has been a practice in the past, he advises that the band council meet and discuss it.

**MOTION #3** Moved by Edgar Branton, seconded by Rupert Dawe, that the First Quarter Financial Statements and Activity Reports for Davis Inlet and Sheshatshiu be adopted as presented. Motion carried.

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2. 10/01/96 14:55 709 896 0234  
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9. 10/01/96 14:55 709 896 0234  
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2

10/01/96 14: 13709 0234

New Business

Greg Andrew had a concern over the Nfld & Labrador Housing situation. They would like Nfld & Labrador Housing to turn the 32 housing units over to the band council, as was done in Davis Inlet. Don MacDonald advised that they express their wishes in writing, or get their legal counsel to write a letter to Nfld & Labrador Housing.

Next Meeting

The date for the next meeting was set for Tuesday, December 3, 1996, in Halifax, Nova Scotia.

Adjournment

There being no further issues, a motion was made for adjournment.

**MOTION #5** Moved by Greg Andrew, seconded by Edgar Branton, that the meeting be adjourned at 3:22 p.m. Motion carried.

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Don MacDonald  
Federal Co-Chair

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Eric Flynn  
Provincial Co-Chair



Management Committee Meeting  
Contribution Agreement/Innu  
Aurora Hotel, Happy Valley-Goose Bay  
March 19, 1997

Don MacDonald	- Federal Co-Chair, Dept. of Indian Affairs
Eric Flynn	- Provincial Co-Chair, Dept. of Dev. & Rural Renewal
Clarence MacLennan	- Dept. of Indian Affairs
David Hughes	- Labrador & Aboriginal Affairs
John Berniquez	- Labrador & Aboriginal Affairs
Gary Hatcher	- Dept. of Education
Rupert Dawe	- Sheshatshiu Innu Band Council
Peter Penashuc	- Sheshatshiu Innu Band Council
Edgar Branton	- Mushuau Innu Band Council
Daniel Poker	- Mushuau Innu Band Council
Gerry Kerr	- Mushuau Innu Band Council
Peggy Pardy	- Recording Secretary, Dept. of Dev. & Rural Renewal

The meeting began at 9:30 a.m. in the Aurora Hotel, Happy Valley-Goose Bay, Labrador. Introductions were then made. The agenda was reviewed and a motion was made to adopt as presented.

**MOTION #1** Moved by Edgar Branton, seconded by Eric Flynn, that the agenda be adopted as presented. Motion carried.

Adoption of Minutes

The minutes of December 4, 1996 were then reviewed. A motion was made to adopt as presented.

**MOTION #2** Moved by Edgar Branton, seconded by Clarence MacLennan, to adopt the minutes of December 4, 1996 minutes as presented. Motion carried.

Business Arising from Minutes

1. It was noted that Gary Hatcher and Allen Wright were not in attendance.
2. Edgar Branton asked about the School Board audits. Eric stated that the audits were mailed to Edgar last week.

Correspondence

1. Letter to Chief Paul Rich and Chief Prote Poker from David Hughes regarding the continuation of Innu specific education. This will be dealt with under Education.

Education

Gary Hatcher stated that the letter from David Hughes to Chief Paul Rich and Chief Prote Poker was to inform them that the agreement was over and that the programs and services would be ending as of March 31, 1997. They are prepared to enter agreements to continue the current arrangement with the Labrador School Board. They now have to give David an estimate on what the programs and services will cost for the remainder of the school year. The Schoolboard audits were then provided to the councils. Questions were answered by Gary Hatcher.

Third Quarter Financial Statements

**Davis Inlet:** Edgar Branton tabled the Davis Inlet Financial Statement and Activity Report dated December 31, 1996. Don MacDonald asked for an Outpost Report.

**Sheshatshiu:** Rupert Dawe tabled the Sheshatshiu Financial Statement dated February 28, 1996. The Activity Report was not done. Don asked about Band policy. Peter Penashue responded and stated that a new policies and procedures program has been set up, but is in the early stages, and should be ready within the year.

**MOTION #3** Moved by Gary Hatcher, seconded by Edgar Branton that the 3rd quarter financial statements and activity reports for Davis Inlet and Sheshatshiu be adopted as presented.

- \* Once the year-end audits are received, a teleconference will be arranged, somewhere around the end of June.

New Business

None.

Next Meeting

Don MacDonald thanked all participants for their cooperation since this is the last meeting of the Management Committee. Eric also thanked everybody. Edgar Branton and Peter Penashue spoke

on behalf of the Councils.

Adjournment

There being no further issues, a motion was made for adjournment.

MOTION #5 Moved by Edgar Branton, seconded by Eric Flynn, that the meeting be adjourned at 10:50 a.m. Motion carried.

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Don MacDonald  
Federal Co-Chair

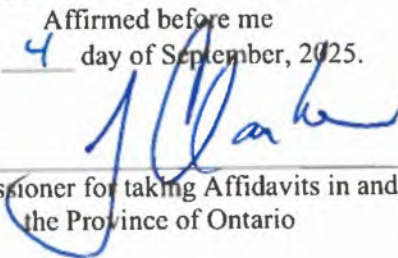
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Eric Flynn  
Provincial Co-Chair

2024 01G CP 0064

This is **Exhibit 19** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



CANADA

P.C. 1997-7/415

March 19, 1997

PRIVY COUNCIL • CONSEIL PRIVÉ

(T.B. Rec. 825105)

Whereas the Government of Canada considers that the Sheshatshiu Innu people are Indians within the meaning of class 24 of section 91 of the *Constitution Act, 1867*;

Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development and the Treasury Board, hereby authorizes the Minister of Indian Affairs and Northern Development and other Ministers, as appropriate, to consider the Innu People at the communities of Sheshatshiu and Davis Inlet as if they were Status Indians on reserve land, for the purpose of providing them with programs and services.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORME

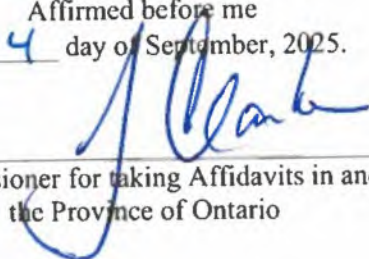
CLERK OF THE PRIVY COUNCIL - LE GREFFIER DU CONSEIL PRIVÉ



2024 01G CP 0064

This is **Exhibit 20** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



597008573

**FUNDING ARRANGEMENT**

**MUSHUAU INNU**

**AGREEMENT # 200-10450 (1997/98)**

Arrangement No.: 200-10450

**FUNDING ARRANGEMENT****TRANSFER PAYMENT AGREEMENT****ARTICLES OF AGREEMENT**

This transfer payment agreement (hereinafter referred to as the "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

Between: Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as the "Minister"),

And: The Mushuau Innu as represented by Mushuau Innu Band Council (hereinafter referred to as the "Mushuau Innu").

**1. AGREEMENT**

The Agreement consists of the following documents and any written amendments relating thereto:

Articles of Agreement  
Appendix A - Definitions  
Appendix B - Statement of Services  
Appendix C - Payment Terms  
Appendix D - General Conditions  
Appendix E - Base Budget  
Appendix F - Expenditure Plan  
Appendix G - Cash Flow Statement  
Appendix H - Application of Adjustment Factors

Arrangement No.: 200-10450

**2. AGREEMENT AMOUNT**

The Minister agrees to provide an amount of Two million, twenty-eight thousand three hundred and eighty-four dollars (\$2,028,384) in accordance with the terms and conditions of this Agreement.


**3. DURATION OF THIS AGREEMENT**

This Agreement shall be in effect from April 1, 1997, until March 31, 1998, subject to termination provisions contained in this Agreement.

This Agreement has been executed on behalf of Mushuau Innu and Her Majesty by their duly authorized representatives.

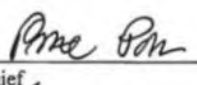
SIGNED, ON BEHALF OF HER  
MAJESTY

by:

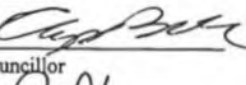
  
John R. Brown  
Regional Director General  
Atlantic Region

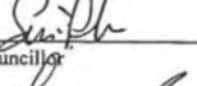
SIGNED, ON BEHALF OF  
MUSHUAU INNU

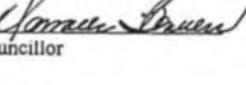
by:

  
Chief

  
Councillor

  
Councillor

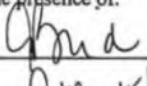
  
Councillor

  
Councillor

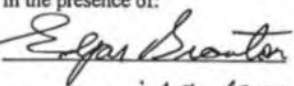
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

in the presence of:

  
Date: April 15/97

in the presence of:

  
Date: April 9, 1997

Arrangement No.: 200-10450

## APPENDIX A

**DEFINITIONS**

1. "Amendment" means a formal change to the terms and conditions of a funding arrangement which is executed by both parties.
2. "Approved Capital Plan", means the plan approved by the Minister, that identifies the Mushuau Innu's capital projects, scheduled by priority, with cost estimates that may be amended as data is refined. It should cover a five (5) year period and contain funded and unfunded projects.
3. "Base Budget" means the amount of funds determined as being available annually under this Agreement, as set out in Appendix E, and is subject to adjustment in accordance with the terms and conditions of this Agreement.
4. "Canadian Environmental Assessment Act (CEAA)" means an Act to establish a federal environmental assessment process.
5. "Capital" means funds for the construction, renovation or purchase of assets for which the DIAND Capital Facilities and Community Services Program has funding authority.
6. "Cash Flow Statement" means a statement provided by the Mushuau Innu in advance of each fiscal year, stating the Mushuau Innu's total monthly cash requirement for capital and non-capital for the fiscal year, which will form the basis upon which cheques will be issued to the Mushuau Innu in accordance with the terms and conditions of this Agreement.
7. "Department" or "DIAND" means Department as defined in the *Indian Act*.
8. "Environmental Assessment" means, in respect of a project, an assessment of the environmental effects of the project that is conducted in accordance with CEAA and its regulations which lead to an environmental assessment decision for the period when there is no CEAA section 59(1) regulation in effect for the Mushuau Innu.
9. "Environmental Assessment Decision" means a decision made in general accordance with Section 20 of CEAA.
10. "Expenditure Plan" means a general statement prepared by the Mushuau Innu and set out in Appendix F outlining for each fiscal year covered by the Agreement the services to be provided and the planned level of expenditure for these services.



## Arrangement No.: 200-10450

11. "Funding Arrangement" means a document containing the terms and conditions by which a transfer payment is made by the Crown for the delivery and services by the Mushuau Innu.
12. "Mandatory Capital Projects" means projects within the Mushuau Innu's approved capital plan for which there is a specific ministerial obligation. Such obligations limit the Minister's authority to allocate capital.
13. "Minister" mean Minister as defined in the *Indian Act* and for purposes of this Agreement shall include duly authorized representatives of the Department of Indian Affairs & Northern Development.
14. "Notice of Budget Adjustment" means changes to a program funding level, calculated in accordance with predetermined adjustment factors set out in Appendix H - Application of Adjustment Factors, and confirmed to the Mushuau Innu by means of a notice.
15. "Project" means any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to a physical work.

Arrangement No.: 200-10450

## APPENDIX B

**STATEMENT OF SERVICES****SS1. PROGRAMS AND SERVICES**

The Mushuau Innu undertakes to provide the programs and services listed below:

**1.1 FIRST NATIONS FUNDING**

- Elementary/Secondary Instructional Services - Provincial Schools
- Education Instructional Services
- Post-Secondary Education
- Social Assistance - Basic Needs
- Family Violence
- Adult Care
- Acquisition and Construction of Infrastructure Assets and Facilities \*
- Operation and Maintenance of Infrastructure Assets and Facilities
- Community Housing, Construction & Renovation

\* **INDIVIDUAL PROJECTS LESS THAN \$6.0 MILLION.**

- Community O&M Housing Support
- Indian Government Support
  - Band Support Funding
- Indian/Inuit Management Development
- Community Economic Development

**NOTE:** THE PROGRAMS AND SERVICES LISTED ABOVE ARE IDENTIFIED AT THE VARIABLE FUNDING LEVEL; ANY EXCEPTIONS ARE NOTED.

**SS2. MINIMUM PROGRAM REQUIREMENTS**

The Mushuau Innu shall abide by the following Minimum Program Requirements with respect to the delivery of the programs and services listed below. These Minimum Program Requirements are established to enable the Minister to fulfil his obligation for accountability to Parliament, to ensure that essential standards are met and to fulfil his responsibilities.

**2.1 ENVIRONMENTAL ASSESSMENT**

The Mushuau Innu shall ensure that:

- every project which does not appear on the Exclusion List, prescribed pursuant to regulations made under the Canadian Environmental Assessment Act (CEAA) paragraph 59(c) and which is carried out with funding provided under this Agreement, undergoes an environmental assessment;
- work does not commence on such project/s until an environmental assessment is completed and the Minister has made the related environmental assessment decision/s;
- all mitigation measures and any follow-up program recommended in the Minister's environmental assessment decision are implemented;

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- the Minister is notified promptly if the intended results of the specified mitigation measures are found to be inadequate.

## 2.2 ELEMENTARY/SECONDARY INSTRUCTIONAL SERVICES

Not Applicable

## 2.3 POST-SECONDARY EDUCATION

The Mushuau Innu shall ensure that Post-Secondary Education/University and College Entrance Preparation program for community residents are administered in accordance with eligibility criteria and allowance schedules which are formally defined and publicly available. Administrative decisions shall be subject to appeal through an established process to ensure equitable management of the program.

## 2.4 SOCIAL ASSISTANCE AND SUPPORT SERVICES

The Council shall ensure that programs for individuals and families in need will be administered to residents of the community in accordance with:

- an objective needs test
- a formally defined and publicly available benefit schedule specifying rates, conditions and criteria for eligibility
- provisions to ensure equitable treatment of all community residents
- an impartial process for the appeal of administrative decisions
- procedures to ensure confidentiality of client information

## 2.5 CAPITAL FACILITIES AND MAINTENANCE

### 2.5.1. General

The Mushuau Innu shall provide for the preservation of public health and safety and the environment, and the protection of the Federal Government's investment in capital assets.

### 2.5.2. Capital and Housing

The Mushuau Innu agrees that Capital projects shall be planned and implemented according to the following generally accepted project management principles:

- 1) all projects will have a well defined and formally approved scope of work, schedule, and budget;
- 2) a qualified project manager will be appointed for all projects;
- 3) feasibility studies will be carried out when deemed necessary by the Mushuau Innu;

Arrangement No.: 200-10450

- 4) all new facilities shall be designed to meet all the applicable codes and standards for design, construction and operations of facilities. All designs for projects having a total estimated cost of more than \$50,000, or not normally within the competence of a technician/technologist shall bear the stamp of a professional engineer or architect;
- 5) all projects will be inspected and certified for compliance with code requirements by qualified inspectors; and
- 6) all housing construction must be inspected by CMHC designated inspectors for compliance with code requirements at the following stages: site, foundation, framing and insulation, and completion.

#### 2.5.3. Facilities Operation and Maintenance

Operation and maintenance of community infrastructure and education capital facilities shall be carried out in accordance with the following maintenance procedures:

- 1) community capital assets shall be recorded in an inventory of community assets;
- 2) performance/level of service standards shall be identified for all assets;
- 3) minimum maintenance activities shall be identified for all assets;
- 4) all activities shall be assigned to a responsible person to ensure their completion; and
- 5) a record shall be kept of all maintenance activities performed.

#### 2.5.4. Fire Protection Services

The Mushuau Innu shall provide fire protection services.

### 2.6 ECONOMIC DEVELOPMENT

The Mushuau Innu shall administer Economic Development Activities as negotiated with DIAND and reflected in the Mushuau Innu's Economic Development Operating Plan, as amended from time to time.

### 2.7 YOUTH STRATEGY PROGRAM

The Mushuau Innu shall conduct the Youth Strategy Program in accordance with all terms and conditions which form part of the Mushuau Innu's approved Youth Strategy Program application. The reporting of the results will be made known to the Minister in the format provided in the *Evaluation Report on the Youth Strategy Program* and such other reports, as required, pursuant to further applications for the Youth Strategy Program.

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**2.8 ACCOUNTABILITY**

The Mushuau Innu shall complete an assessment of its accountability and management systems in accordance with the document entitled "Accountability and Management Assessment" and, if required, a Development Plan to address any recommendations set out in the assessment. The Mushuau Innu shall submit a copy of its completed assessment and Development Plan, if any, to the Minister by March 31, 1998.

**SS3. PROGRAM POLICIES OF THE MUSHUAU INNU**

The Mushuau Innu shall adopt and apply the following policies in order to meet the Minimum Program Requirements in SS2. These policies are subject to change by the Mushuau Innu and the Minister will be advised of any such changes not later than 30 days after their adoption.

**NOTE:** IN ACCORDANCE WITH GC 1.3 THE MUSHUAU INNU CAN DEVELOP AND ADOPT ITS OWN PROGRAM DELIVERY POLICIES WHICH WILL BE MOST EFFECTIVE FOR ITS PARTICULAR SITUATION. MUSHUAU INNU MAY WISH TO PHASE IN AFA BY INITIALLY OPERATING UNDER INDIAN AFFAIRS PROGRAM POLICIES AND INTRODUCING NEW POLICIES WHEN AND IF DESIRED. THE AGREEMENT DOES NOT NEED TO BE AMENDED WHEN A REVISED POLICY IS ADOPTED BY MUSHUAU INNU. HOWEVER, THE DEPARTMENT IS TO BE ADVISED OF THE CHANGE IN ACCORDANCE WITH SS3.

FOR EACH PROGRAM HEADING IN SS2 A CORRESPONDING HEADING WILL BE INCLUDED IN SS3, THUS PROVIDING A CROSS REFERENCE BETWEEN MINIMUM PROGRAM REQUIREMENTS AND THE MUSHUAU INNU'S RESPONSE TO THEM. PROGRAM POLICIES OF THE MUSHUAU INNU WILL BE IDENTIFIED BY TITLE AND DATE, WHERE THE MUSHUAU INNU HAS A FORMALLY DOCUMENTED POLICY, OR HAS ADOPTED A DIAND POLICY.



Arrangement No.: 200-10450

## APPENDIX C

PAYMENT TERMS**PT1. AMOUNT OF AGREEMENT**

In accordance with the terms and conditions of this Agreement, the Minister will provide the Mushuau Innu an amount of Two million, twenty-eight thousand, three hundred and eighty-four dollars (\$2,028,384), as follows, for the delivery of community services and programs as described in the Statement of Services:

<u>Fiscal Year</u>	<u>Non-Capital</u>	<u>Capital</u>	<u>Total</u>
1997-1998	1,710,634	317,750	2,028,384

**PT2. SUBJECT TO APPROPRIATION OF FUNDS**

As required by Section 40 of the *Financial Administration Act*, funding under this Agreement, including funding for adjustments, is subject to the appropriation of funds by Parliament.

**PT3. ADJUSTMENT FACTORS****3.1 APPROPRIATIONS**

Funding under this Agreement is subject to there being an appropriation for the particular services set out in SS2, for the fiscal year in which any commitment under this Agreement would come in the course of payment and at a level which would permit such payment to be provided systematically and equitably on a regional or national basis.

**3.2 INTERPRETATIONS**

- 3.2.1. "Price adjustment" means an increase or decrease in funding under this Agreement approved by the Minister on the basis of changes to unit costs used in the calculation of the Base Budget. Price changes administered through the application of a funding formula are covered separately under sub-section 3.2.3.

Price adjustments shall be provided systematically and equitably on a regional or national basis.

Price adjustments applicable in any year shall be provided once annually and carried forward to all remaining years of this Agreement.

- 3.2.2. "Volume adjustment" means an increase or decrease in funding approved by the Minister on the basis of changes in the number of service units for which the Mushuau Innu is eligible to be funded in accordance with the applicable program and funding criteria. Volume changes administered

Arrangement No.: 200-10450

through the application of a funding formula are covered separately under sub-section 3.2.3.

Volume adjustment also includes an increase or decrease in funding based on a change in the applicable average unit cost resulting, not from a price adjustment, but from a change in the mix of units of varying unit costs.

- 3.2.3. "Formula adjustment" means an increase or decrease in funding under this Agreement approved by the Minister based on the application of a funding formula in accordance with the applicable program criteria.

Formula adjustments shall be provided systematically and equitably once annually on a regional or national basis.

### 3.3 APPLICATION OF ADJUSTMENT FACTORS

- 3.3.1. Funding for the services listed in the Base Budget are eligible for adjustments as indicated in Appendix H.
- 3.3.2. The Minister shall notify the Mushuau Innu, in accordance with General Conditions clause GC6 "Notices", of the amount and purpose of the adjusted amount. The Mushuau Innu shall, within 10 working days from receipt of the Notice of Budget Adjustment, raise any concerns with the responsible manager.

### PT4. EXPENDITURE PLAN BY FISCAL YEAR

The Mushuau Innu's Expenditure Plan attached as Appendix F lists the Mushuau Innu's planned expenditures for each of the fiscal years covered by this Agreement.

### PT5. CASH FLOW REQUIREMENTS

- 5.1 The calculation of monthly payments to be made by the Minister to the Mushuau Innu for the 1997-1998 fiscal year is provided in Appendix G - Cash Flow Statement. Monthly cash flow for subsequent years budgets will be calculated using this approach and percentage.
- 5.2 The Mushuau Innu may request, annually, a change to the monthly distribution of payments listed in the "percentage of annual funding" column of Appendix G - Cash Flow Statement based upon operational needs. The Minister will adjust the distribution where the amounts are demonstrated to be reasonable.
- 5.4 A portion of the monthly advances shall be withheld by the Minister if the reports are not provided by the Mushuau Innu to the Minister as required under this Agreement or its predecessor. Any amounts so withheld shall be paid by the Minister to the Mushuau Innu within sixty (60) days of the submission of the reports.

Arrangement No.: 200-10450

**PT6. RETENTION OF UNEXPENDED BALANCES**

The Mushuau Innu shall retain unexpended balances and shall be responsible for expenditures in excess of the funding to be provided under the terms and conditions of this Agreement.

NOTE: THIS CLAUSE APPLIES TO THOSE PROGRAMS FOR WHICH THE BUDGET HAS BEEN FIXED AS TO VOLUME OR FORMULA AMOUNT.

**PT7. REPORTING REQUIREMENTS**

- 7.1 The Mushuau Innu agrees to engage an independent auditor recognized by the province of Newfoundland and Labrador and to provide the Minister annually, within ninety (90) days of the end of the Mushuau Innu's fiscal year, annual audited financial statements in accordance with the *Year-end Reporting Handbook* as amended from time to time.
- 7.2 The Minister shall provide an initial response to the Mushuau Innu's audit within thirty (30) days of receipt, providing general comments and indicating any areas for future action.
- 7.3 The Mushuau Innu shall make available to community members copies of the audited financial statement, and auditor's opinion as set out in the *Year-end Reporting*.
- 7.4 This Agreement includes an amount of \$2,000 per annum for the extra cost involved in preparing the AFA annual return as set out in the *National Reporting Guide*.
- 7.5 The Minister reserves the right to appoint independent auditors to review and assess the affairs of the Mushuau Innu relative to this Agreement. This right is not to be exercised without reasonable cause. The Mushuau Innu will be notified in writing of such cause. The Mushuau Innu agrees to provide access to its financial and statistical records.
- 7.6 The Mushuau Innu agrees to provide to the Minister reports as prescribed in the *National Reporting Guide* issued by the Minister and as amended from time to time. In the continuing effort to reduce First Nations' response burden and workload, the Minister will endeavour to make use of surveys and sampling techniques to gather information whenever practicable. The Mushuau Innu also agrees to give serious consideration to voluntary participation in surveys and other information collection instruments if they are chosen as part of a sample.
- 7.7 The Mushuau Innu agrees to conduct an annual verification of all individuals residing in its community as of August 1st of each fiscal year. The reporting of the results will be made known to the Minister by September 15 of each year in the format provided through the *National Reporting Guide*.

Arrangement No.: 200-10450

#### PT8. FINANCIAL RECORDS

- 8.1 The Mushuau Innu agrees to maintain financial records in accordance with generally accepted accounting principles, as prescribed by the Canadian Institute of Chartered Accountants and the requirements of the *Year-end Reporting Handbook*, in order to ensure the relevance and completeness of financial reports to its membership and to the Minister.
- 8.2 The Mushuau Innu will maintain a financial management regime which sets out the Mushuau Innu's formal procedures for the approval of expenditures, the allocation and reallocation of funds and, in general, for the management of all funds included in this Agreement.

#### PT9. DATA QUALITY

- 9.1 The Minister may request access to Mushuau Innu records for the purpose of validating the data which the Minister uses to acquire, allocate and account for public funds.
- 9.2 The Mushuau Innu shall allow the Minister access to all records relating to any information reported under the terms and conditions of this Agreement, and to perform such tests as required to confirm the quality of such information.
- 9.3 The Minister shall notify the Mushuau Innu in writing, at least two (2) weeks in advance of the requirement for access to the Mushuau Innu's records and the test the Minister shall perform to confirm the quality of information reported by the Mushuau Innu under the terms and conditions of this Agreement.

#### PT10. ANNUAL REPORT

The Mushuau Innu agrees to publish an Annual Report to its membership including, as a minimum, the items described in section PT7.3. The Annual Report may also include other information, such as that suggested in the *Year-end Reporting Handbook* and *National Reporting Guide*, which would be of interest to the membership.



Arrangement No.: 200-10450

## APPENDIX D

GENERAL CONDITIONS**GC1. ACCOUNTABILITY**

- 1.1 The Mushuau Innu is accountable under this Agreement to its members for its leadership, sound management of Mushuau Innu affairs and effective and efficient delivery of the services described in this Agreement, and to the Minister for the use of public funds.
- 1.2 The Mushuau Innu, in carrying out the services in this Agreement, may define community objectives and plans, establish its own program policies (reference SS3) and allocate funds in accordance with its priorities as long as Minimum Program Requirements (as defined in SS2) and the limitations on Transferability of Funds (GC2) are met.
- 1.3 The Mushuau Innu agrees that, in carrying out its responsibilities under this Agreement, it is responsible for complying with any applicable standards related to health, safety and environment.

**1.4 INDEMNIFICATION**

The Mushuau Innu shall indemnify and save harmless Her Majesty and the Department from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Mushuau Innu, or the Mushuau Innu's servants or agents, in the performance of this Agreement.

**1.5 LEGAL RELATIONSHIP**

- 1.5.1. It is understood and agreed that the Mushuau Innu is acting on behalf of its membership for the purposes of this Agreement and the services provided in accordance with this Agreement and not as an agent of the Crown.

**GC2. TRANSFERABILITY OF FUNDS**

- 2.1 The Mushuau Innu may transfer funds provided under this Agreement from one program or service to another, except that funds provided for capital purposes, including such funds unexpended at the end of the term of this Agreement, must be spent for capital purposes.
- 2.2 The Mushuau Innu shall apply capital funding provided through this Agreement to projects contained within its approved capital plan. The Mushuau Innu shall by notice request the Minister to approve changes to the approved capital plan.



Arrangement No.: 200-10450

**GC3. AMENDMENTS**

All amendments to this Agreement are to be made in writing and executed by both parties.

**GC4. DEFAULT AND REMEDIAL MANAGEMENT**

- 4.1 For the purposes of this Agreement, the Mushuau Innu shall be deemed to be in default in the event the Minister has reason to believe that one or more of the following circumstances exist:
- 4.1.1 the terms and conditions of the Agreement are not being met by the Mushuau Innu;
  - 4.1.2 the auditors report indicates financial problems or a denial of opinion or risk of insolvency or the Mushuau Innu's financial statements indicate a deficit or the need for a remedial management plan in accordance with the Departmental Indebtedness Policy, as amended from time to time;
  - 4.1.3 funds are being mismanaged;
  - 4.1.4 there are third party claims against the Mushuau Innu and the Crown; and
  - 4.1.5 the health, safety, and general welfare of community members is being endangered by actions or omissions of the Mushuau Innu;
- 4.2 In the event the Mushuau Innu is in default, the Minister may:
- 4.2.1 review the situation with the Mushuau Innu;
  - 4.2.2 advise the Mushuau Innu of the findings of the review;
  - 4.2.3 require the Mushuau Innu to provide any requested information in relation to the default; and
  - 4.2.4 request that the Mushuau Innu develop and with the approval of the Minister implement a remedial management plan.
- 4.3 Where remedial management is warranted in accordance with section GC4.2.4, a remedial management plan shall be developed within thirty (30) days of the request and shall be approved by the Minister and the Mushuau Innu within ninety (90) days from the date of the request.
- 4.4 Notwithstanding sections GC4.3 and GC4.4 if, in the opinion of the Minister, immediate remedial management is required, the Minister reserves the right to take the action he deems necessary.
- 4.5 In the event the remedial management plan developed by the Mushuau Innu is unacceptable or does not provide corrective measures to resolve problem areas, the Minister may:

Arrangement No.: 200-10450

4.5.1 take any action the Minister deems necessary, including the withholding of funds;

4.5.2 immediately terminate this Agreement.

#### GC5. TERMINATION

- 5.1 If remedial management is not successful, the Minister may terminate this Agreement upon giving such period of notice in writing as the Minister deems appropriate.
- 5.2 Either party may terminate this Agreement as of March 31 of any year during the life of the Agreement, by serving at least ninety (90) days notice in writing indicating the intent and reasons for such termination.
- 5.3 If the Agreement is terminated, decisions will be made by the Minister and the Mushuau Innu at that time regarding the nature, scope and conditions of the services to be delivered. Such decision will be communicated in writing.

#### GC6. NOTICES

Where in this Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by facsimile transmission, registered mail or courier addressed to the party for whom it is intended. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail or courier when receipt is acknowledged by the other party and by facsimile transmission at the time it is transmitted to the other party. The address of either party may be changed by notice in the manner set out in this provision.

Notices shall be directed to:

Mushuau Innu  
Mushuau Innu Council  
P.O. Box 107  
Davis Inlet, Labrador  
A0P 1A0

Minister  
Indian and Inuit Affairs  
P.O. Box 160  
Amherst, Nova Scotia  
B4H 1Z1

#### GC7. MEMBERS OF THE SENATE OR HOUSE OF COMMONS OF CANADA

No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

Arrangement No.: 200-10450

**GC8. EVALUATION**

- 8.1 The Mushuau Innu agrees to provide information as may be required in order to formally evaluate the Alternative Funding Arrangements process and to participate on a committee in conjunction with the Minister when requested to do so in order to plan and implement evaluations of the short and long term impacts of Alternative Funding Arrangements. The cost of the evaluation will be borne by the Minister.
- 8.2 The Mushuau Innu agrees to provide information as may be required and to participate in processes for evaluation, on a national or regional basis, of specific programs and services included in this Agreement. The cost of such evaluation will be borne by the Minister.

**GC9. UNFORESEEN EVENTS**

When both parties agree that circumstances causing unforeseen expenses pursuant to the funding provided under this Agreement have occurred, the Mushuau Innu may return to the Minister to seek adjustments to the budget. This clause is envisioned as dealing with an emergency situation, which could in no way have been predicted in this Agreement.

**GC10. EXTENT OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous negotiations, communication and other agreements relating to it unless they are incorporated by reference in this Agreement.

**GC11. BAND MANAGEMENT DEVELOPMENT**

The Mushuau Innu agrees to annually assess its management development requirements and to develop and implement management development activities based on needs identified.

**GC12. AUTHORITIES, BOARDS & COMMITTEES**

Authorities, boards or committees established by Mushuau Innu to administer services, shall have a specified mandate, clearly identified role and defined relationship to Mushuau Innu.

**GC13. FUNDING FOR PROGRAMS OR SERVICES NOT INCLUDED**

- 13.1 The Mushuau Innu may request an amendment to this Agreement to provide funding for programs or services which it may want to impact on this Agreement, including new undertakings by the Minister during the term of this Agreement.
- 13.2 The Minister may authorize the inclusion of additional programs or services in Alternative Funding Arrangements which are currently being funded under contribution arrangements. The parties agree that this Agreement may be amended to include such programs or services.

Arrangement No.: 200-10450

APPENDIX F

EXPENDITURE PLAN

(To be prepared in detail and mutually agreed to by both parties.)

NOTE: THE MUSHUAU INNU MAY SET THE FORMAT AND CONTENT FOR ITS EXPENDITURE PLAN. THE MUSHUAU INNU MAY ADJUST THE PLAN THROUGHOUT THE YEAR IN ACCORDANCE WITH APPENDIX D - GC2 WITHOUT NEED TO AMEND THE AGREEMENT. THE OBJECTIVE OF THE INITIAL PLAN IS TO PROVIDE A BASIS FOR THE TRANSFER OF FUNDS FROM THE MINISTER TO THE MUSHUAU INNU OVER THE PERIOD OF THE AGREEMENT. AT MINIMUM THE PLAN IS TO IDENTIFY THE PROGRAM AREAS TO BE DELIVERED, PROGRAM BUDGETS, AND THE CAPITAL PROJECTS ON AN ANNUAL BASIS.



Arrangement No.: 200-10450

## APPENDIX G

## CASH FLOW STATEMENT

MONTH	19XX-19XX (\$000)	% OF ANNUAL FUNDING	PAYMENT DUE DATE
April		8.7	April *
May		8.3	April *
June		8.3	April *
July		8.3	May **
August		8.3	June **
September		8.3	July **
October		8.3	August **
November		8.3	September **
December		8.3	October **
January		8.3	November **
February		8.3	December **
March		8.3	January **

\* Within the first ten business days of the month.

\*\* First business day of the month.

NOTE: THIS METHOD IS BASED ON THE APPLICATION OF THE FEDERAL CASH MANAGEMENT POLICY FOR AGREEMENTS OVER ONE MILLION DOLLARS (\$1,000,000) AND THE 90 DAY CASH ADVANCE FOR AFA. A MUSHUAU INNU MAY REQUEST A CHANGE TO THIS METHOD OF ESTABLISHING THE PAYMENT SCHEDULE BASED ON THEIR PARTICULAR NEED. HOWEVER, THE MUSHUAU INNU'S CHANGE MUST BE BASED ON THE TOTAL BUDGET AND NOT A SINGLE LINE ITEM.



Arrangement No.: 200-10450

## APPENDIX H

APPLICATION OF ADJUSTMENT FACTORS

<u>PROGRAMS/SERVICES</u>	<u>METHOD OF APPLICATION OF ADJUSTMENT (REFER ALSO TO SECTION PT3, OF THE AGREEMENT)</u>
<b>FIRST NATIONS FUNDING</b>	
• Elementary/Secondary Instructional Services - Provincial Schools	• The budget will be set at the start of each fiscal year and no price or volume adjustments will be made during the year.
• Education Instructional Services	• The budget will be set at the start of each fiscal year and no volume adjustments will be made during the year.
• Youth Strategy Program	• The budget is set based on a proposal basis.
• Post-Secondary Education	• The budget is set at the start of the agreement and adjusted once annually based on the average percentage increase provided to non-AFA bands in the region and carried forward for the duration of the agreement.
• Social Assistance and Support Services NOTE: EXCLUDING SERVICE DELIVERY	• Volume is set at the start of each fiscal year based on past expenditures and agreed upon trends. No further volume adjustments will be made during the year.
• Capital - Acquisition and Construction of Infrastructure Assets and Facilities	• The budget will be set based on the Atlantic Region's Capital Allocation Process, effective April 3, 1995.
• Operation and Maintenance of Infrastructure Assets and Facilities; Community Capital Facilities Service Delivery	• The budget will be set at the start of the agreement. A formula adjustment will be made April 1st of each year and carried forward for the life of the agreement based on the actual eligible assets identified.
• Housing Community Housing, Construction & Renovation; Community O&M Housing Support;	• The budget will be set based on the Atlantic Region's Capital Allocation Process, effective April 3, 1995.

## APPENDIX "E"

1997 / 98

MUSHUAU

ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
ALTERNATIVE FUNDING ARRANGEMENTS				
LANDS (VAR) - PV 20101				
Lands Management		2001	320	\$0
INDIAN REGISTRATION AND BAND LISTS (VAR) - PV 20104				
Administration and Support Services		2045	324	\$0
Indian Registry Administration		2047	324	\$0
ELEMENTARY / SECONDARY INSTRUCTIONAL SERVICES - BAND OPERATED SCHOOLS (VAR) - PV 20209				
Instructional Services Formula		2140	331	\$0
Special Education		2141	331	\$0
ELEMENTARY / SECONDARY INSTRUCTIONAL SERVICES - PROVINCIAL SCHOOLS (VAR) - PV 20210				
Tuition Agreements		2145	331	\$0
Ancillary Services		2146	331	\$178,820
Special Education		2147	331	\$0
EDUCATION INSTRUCTIONAL SERVICES (VAR) - PV 20212				
Student Accommodation Services (All School Types)		2156	331	\$0
Student Transportation Services (All School Types)		2157	331	\$0
Financial Assistance Allowances (All School Types)		2158	331	\$2,928
Guidance & Counselling		2159	331	\$38,329
Advice & Assistance, Provincial Schools		2160	331	\$0
CULTURAL CENTRES (VAR) - PV 20213				
Cultural / Education Centres		2166	331	\$0

RCM: 220 AGREEMENT NO: 97/98-2-00 AFA YEARS: COMMIT NO: PAYEE: COST ELR: LINE OBJ: 4252

PAGE 1 OF

4201-2-032, AMH-E, Vol. 001, 03/01/1997-05/30/2000, Alternative  
 Funding Arrangements - NEGOTIATIONS AND AGREEMENTS

- MUSHUAU INNU BAND, PRB, AMH PRIV, INAC-Nova Scotia

1997 / 98  
ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS  
 COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE

MUSHUAW

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
POST - SECONDARY EDUCATION - INDIAN STUDIES SUPPORT PROGRAM (VAR) - PV 20215		2170	331	\$0
Special Program				
POST - SECONDARY EDUCATION (VAR) - PV 20216		2175	331	\$35,176
Post - Secondary Education				
Administration - Post Secondary Education		2177	331	\$0
SOCIAL ASSISTANCE - BASIC NEEDS (VAR) - PV 20217		2180	347	\$0
Basic Needs				
SOCIAL ASSISTANCE - SPECIAL NEEDS (VAR) - PV 20218		2190	347	\$9,253
Special Needs				
SOCIAL ASSISTANCE - SERVICE DELIVERY (VAR) - PV 20219		2195	347	\$0
Service Delivery				
FAMILY VIOLENCE (VAR) - PV 20222		2213	347	\$6,822
Family Violence				
Emergency Shelters - Project Haven		2214	347	\$0
Emergency Shelters - Non-Project Haven		2215	347	\$0
ADULT CARE (VAR) - PV 20223		2225	347	\$121,341
In-Home Care				
Disabled		2232	347	\$868
OTHER SOCIAL SERVICES (VAR) - PV 20224		2238	347	\$0
Service Delivery				



MUSHUAU

1997 / 98

ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

[COMPLETE APRIL TO MARCH BLOCKS O N L Y - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
OPERATION & MAINTENANCE OF INFRASTRUCTURE ASSETS & FACILITIES (VAR) - PV 20227				
Development of Maintenance Management System		2275	363	\$0
Fire Protection		2276	363	\$0
Roads and Bridges		2277	363	\$0
Sanitation Systems		2278	363	\$0
Water Systems		2279	363	\$0
Municipal Services		2281	363	\$0
Community Buildings		2282	363	\$0
Other Protection		2284	363	\$0
Maintenance Management		2286	363	\$845,473
ACRS		2287	363	\$0
OPERATION & MAINTENANCE OF EDUCATION ASSETS AND FACILITIES (VAR) - PV 20228				
Schools - O & M		2295	363	\$0
ON - RESERVE O & M HOUSING SUPPORT (VAR) - PV 20234				
Inspections		2345	363	\$0
Training		2347	363	\$0
Management Support		2349	363	\$0
Technical Assistance		2350	363	\$0
TRIBAL COUNCIL FUNDING (VAR) - PV 20238				
Tribal Council Funding		2380	372	\$0
BAND SUPPORT FUNDING (VAR) - PV 20239				
Band Support Funding		2390	372	\$400,802
BAND EMPLOYEE BENEFITS (VAR) - PV 20240				
Band Employee Benefits Plans		2400	372	\$0
BAND ADVISORY SERVICES (VAR) - PV 20241				
Band Advisory Services		2410	372	\$0
INDIAN / INUIT MANAGEMENT DEVELOPMENT (VAR) - PV 20243				
Indian/Inuit Management Development		2430	372	\$5,382

1997 / 98  
ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

MUSHUUAU

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATIONS (VAR) - FV 20249				
CEDO Planning & Operations		2465	310	\$65,440
NON DIAND FLOW-THROUGH FUNDING - FOR SUSPENSE ACCOUNTING (VAR) - FV 20254				
Solicitor General - Policing		2500	433	\$0
National Health & Welfare Services - Medical Services		2501	423	\$0
FTA (VAR) - 20256				
Core Funding		2505	390	\$0
Non-Core Funding		2506	390	\$0
<b>O &amp; M TOTAL</b>				<b>\$1,710,634</b>

O & M TOTAL PAYMENTS REQUIRED	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	TOTAL
													\$1,710,634

ACQUISITION and CONSTRUCTION of INFRASTRUCTURE ASSETS and FACILITIES (VAR) - FV 20225													
PROJECT #													
Fire Protection											2250	359	\$0
Other Protection											2251	359	\$0
Roads and Bridges											2253	359	\$0
Sanitation Systems											2254	359	\$0
Water Systems											2255	359	\$0
Municipal Services											2257	359	\$0
Community Buildings											2258	359	\$0
Special Services											2259	359	\$0
Capital Planning Projects - Infrastructure											2260	359	\$111,437
Trains: Equipment											2261	359	\$0



Arrangement No.: 200-10450

## APPENDIX H

APPLICATION OF ADJUSTMENT FACTORSPROGRAMS/SERVICESMETHOD OF APPLICATION OF  
ADJUSTMENT  
(REFER ALSO TO SECTION PT3,  
OF THE AGREEMENT)

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Indian Government Support<ul style="list-style-type: none"><li>• Band Support Funding</li></ul></li><br/><li>• Community Economic Development</li></ul> | <ul style="list-style-type: none"><li>• The budget will be set at the start of each fiscal year and no adjustments will be made during the agreement.</li><br/><li>• The budget will be set at the start of each fiscal year and no adjustments will be made during the year.</li><br/><li>• The budget is based on the "Economic Development Operating Plan" dated April 1st.</li></ul> |
|---|--|

1997 / 98  
ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

MUSHUAU

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
ACQUISITION and CONSTRUCTION of EDUCATION CAPITAL ASSETS and FACILITIES (VAR) - PV 20226				
PROJECT #				
Funding Joint Schools		2266	359	\$0
Fit Up of Education Facilities		2267	359	\$0
Planning Design & Construction - Education Facilities		2268	359	\$0
Renovations		2270	359	\$0
ON - RESERVE HOUSING, CONSTRUCTION & RENOVATION (VAR) - PV 20233				
PROJECT #				
Planning Design and Construction		2336	359	\$180,000
Major Renovations, Extensions and Repairs		2337	359	\$26,313
<b>TOTAL CAPITAL</b>				<b>\$317,750</b>
<b>TOTAL CAPITAL PAYMENTS REQUIRED</b>				<b>\$317,750</b>
<b>TOTAL AGREEMENT</b>				<b>\$2,028,384</b>

FIRST NATION AUTHORIZED SIGNATURE *Pme Pa* APPROVED/FINANCIAL ARRANGEMENTS MANAGEMENT DRMS INPUT TPMS INPUT

SR FUNDING SERVICES OFFICER (SEC. 34)

DATE April 28/97 DATE DATE DATE

1997 / 98  
ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

MUSHUAU

COMPLETION DATE: 11/14/97  
BY: [Signature]

ACCOUNT	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATIONS (VAR) - PV 20249																						
CDO Planning & Operations																						
NON DIAMOND FLOW-THROUGH FUNDING - FOR SUSPENSE ACCOUNTING (VAR) - PV 20254																						
Solicitor General - Policing																						
National Health & Welfare Services - Medical Services																						
PTA (VAR) - 20256																						
Core Funding																						
Non-Core Funding																						

C & Z TOTAL	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	TOTAL
PAYMENTS													
RECEIVED	679121	114612	114612	114612	114612	114612	114612	114612	114612	114617			\$1,710,634

PROJECT #	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
Fire Protection																						
Other Protection																						
Roads and Bridges																						
Sanitation Systems																						
Water Systems																						
Municipal Services																						
Community Buildings																						
Special Services																						
Capital Planning Projects - Infrastructure																						
Contributions: Equipment																						
<b>TOTAL</b>																						



1997 / 98

**PLAYBOOK**

ACTIVITY	VAR	YCT	TOTAL EXPENSE
ACQUISITION AND CONSTRUCTION OF EDUCATION CAPITAL ASSETS and FACILITIES (VAR) - FY 20226			
PROJECT #			
Funding Joint Schools	2266	359	\$0
Fit Up of Education Facilities	2257	359	\$0
Planning Design & Construction - Education Facilities	2268	359	\$0
Renovations	2270	359	\$0
ON - RESERVE HOUSING, CONSTRUCTION & RENOVATION (VAR) - FY 20233			
PROJECT #			
Planning Design and Construction	2335	359	\$180,000
Major Renovations, Extensions and Repairs	2337	359	\$26,311
TOTAL CAPITAL			\$317,750

[illegible]

TOTAL AGREEMENT	
92,028,394	7

**TOTAL AGREEMENT**

*Edna Kasten*

FIGHT NATION ATTORSEISED SIGNATURE

*Apr 10, 1997*

DATE

*C. M. as Secy*

APPROVED/FINANCIAL ARRANGMENTS MANAGEMENT  
SR. FORDING SERVICES OFFICER (SEC. 34)

*B.H.*

DMS INFO

*Vista backer*

TMS INFO

*Mic 4/97*

DATE

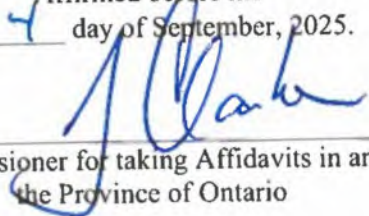
*Apr 4/97*

DATE

2024 01G CP 0064

This is **Exhibit 21** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



**FUNDING ARRANGEMENT**

**SHESHATSHIU**

**AGREEMENT # - 200-10197 (1997/98)**

04/10/97 THU 10:18 [TX/RX NO 7296] 0001

Arrangement No.: 200-10197

ALTERNATIVE FUNDING ARRANGEMENTSTRANSFER PAYMENT AGREEMENTARTICLES OF AGREEMENT

This transfer payment agreement (hereinafter referred to as the "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_ 1997.

Between: Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as the "Minister"),

And: Sheshatshiu Innu Band Council as represented by Chief and Council (hereinafter referred to as the "Sheshatshiu Innu").

1. AGREEMENT

The Agreement consists of the following documents and any written amendments relating thereto:

Articles of Agreement  
Appendix A - Definitions  
Appendix B - Statement of Services  
Appendix C - Payment Terms  
Appendix D - General Conditions  
Appendix E - Base Budget  
Appendix F - Expenditure Plan  
Appendix G - Cash Flow Statement  
Appendix H - Application of Adjustment Factors

Arrangement No.: 200-10197

**2. AGREEMENT AMOUNT**

The Minister agrees to provide an amount of One million, eight hundred seventy-eight thousand, seven hundred and seventy-eight dollars (\$1,878,778) in accordance with the terms and conditions of this Agreement.

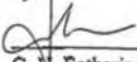
**3. DURATION OF THIS AGREEMENT**

This Agreement shall be in effect from April 1, 1997, until March 31, 1998, subject to termination provisions contained in this Agreement.

This Agreement has been executed on behalf of Sheshatshiu Innu and her Majesty by their duly authorized representatives.


SIGNED, ON BEHALF OF HER  
MAJESTY

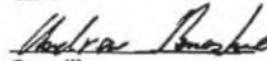
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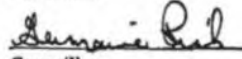
  
G. H. Fotheringham  
Regional Director General  
Atlantic Region


SIGNED, ON BEHALF OF  
SHEHATSHIU INNU

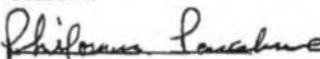
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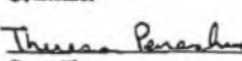
  
Chief

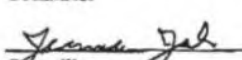
  
Councillor

  
Councillor

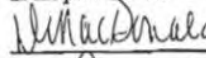
  
Councillor

  
Councillor

  
Councillor

  
Councillor

in the presence of:

  
Date: Apr 17/97

in the presence of:

4-10-97  
Date: \_\_\_\_\_

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## APPENDIX A

DEFINITIONS

1. "Amendment" means a formal change to the terms and conditions of a funding arrangement which is executed by both parties.
2. "Approved Capital Plan", means the plan approved by the Minister, that identifies the Sheshatshiu Innu's capital projects, scheduled by priority, with cost estimates that may be amended as data is refined. It should cover a five (5) year period and contain funded and unfunded projects.
3. "Base Budget" means the amount of funds determined as being available annually under this Agreement, as set out in Appendix E, and is subject to adjustment in accordance with the terms and conditions of this Agreement.
4. "Canadian Environmental Assessment Act (CEAA)" means an Act to establish a federal environmental assessment process.
5. "Capital" means funds for the construction, renovation or purchase of assets for which the DIAND Capital Facilities and Community Services Program has funding authority.
6. "Cash Flow Statement" means a statement provided by the Sheshatshiu Innu in advance of each fiscal year, stating the Sheshatshiu Innu's total monthly cash requirement for capital and non-capital for the fiscal year, which will form the basis upon which cheques will be issued to the Sheshatshiu Innu in accordance with the terms and conditions of this Agreement.
7. "Department" or "DIAND" means Department as defined in the *Indian Act*.
8. "Environmental Assessment" means, in respect of a project, an assessment of the environmental effects of the project that is conducted in accordance with CEAA and its regulations which lead to an environmental assessment decision for the period when there is no CEAA section 59(1) regulation in effect for the Sheshatshiu Innu.
9. "Environmental Assessment Decision" means a decision made in general accordance with Section 20 of CEAA.
10. "Expenditure Plan" means a general statement prepared by the Sheshatshiu Innu and set out in Appendix F outlining for each fiscal year covered by the Agreement the services to be provided and the planned level of expenditure for these services.
11. "Funding Arrangement" means a document containing the terms and conditions by which a transfer payment is made by the Crown for the delivery and services by the Sheshatshiu Innu.
12. "Mandatory Capital Projects" means projects within the Sheshatshiu Innu's approved capital plan for which there is a specific ministerial obligation. Such obligations limit the Minister's authority to allocate capital.

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13. "Minister" mean Minister as defined in the *Indian Act* and for purposes of this Agreement shall include duly authorized representatives of the Department of Indian Affairs & Northern Development.
14. "Notice of Budget Adjustment" means changes to a program funding level, calculated in accordance with predetermined adjustment factors set out in Appendix H - Application of Adjustment Factors, and confirmed to the Sheshatshiu Innu by means of a notice.
15. "Project" means any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to a physical work.



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## APPENDIX B

STATEMENT OF SERVICES**SS1. PROGRAMS AND SERVICES**

The Sheshatshiu Innu undertakes to provide the programs and services listed below:

**1.1 FIRST NATIONS FUNDING**

- Elementary/Secondary Instructional Services - Provincial Schools
- Education Instructional Services
- Post-Secondary Education
- Social Assistance - Basic Needs
- Family Violence
- Adult Care
- Acquisition and Construction of Infrastructure Assets and Facilities \*
- Operation and Maintenance of Infrastructure Assets and Facilities
- \* **INDIVIDUAL PROJECTS LESS THAN \$6.0 MILLION.**
- Community Housing, Construction & Renovation <sup>1</sup>
- Community O&M Housing Support
- Indian Government Support
  - Band Support Funding
- Indian/Inuit Management Development

NOTE: THE PROGRAMS AND SERVICES LISTED ABOVE ARE IDENTIFIED AT THE VARIABLE FUNDING LEVEL; ANY EXCEPTIONS ARE NOTED.

<sup>1</sup> DEPARTMENT OF INDIAN AFFAIRS HOUSING POLICY SHALL APPLY.

**SS2. MINIMUM PROGRAM REQUIREMENTS**

The Sheshatshiu Innu shall abide by the following Minimum Program Requirements with respect to the delivery of the programs and services listed below. These Minimum Program Requirements are established to enable the Minister to fulfil his obligation for accountability to Parliament, to ensure that essential standards are met and to fulfil his responsibilities.

**2.1 ENVIRONMENTAL ASSESSMENT**

The Sheshatshiu Innu shall ensure that:

- every project which does not appear on the Exclusion List, prescribed pursuant to regulations made under the Canadian Environmental Assessment Act (CEAA) paragraph 59(c) and which is carried out with funding provided under this Agreement, undergoes an environmental assessment;
- work does not commence on such project/s until an environmental assessment is completed and the Minister has made the related environmental assessment decision/s;
- all mitigation measures and any follow-up program recommended in the Minister's environmental assessment decision are implemented;
- the Minister is notified promptly if the intended results of the specified mitigation measures are found to be inadequate.

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## 2.2 ELEMENTARY/SECONDARY INSTRUCTIONAL SERVICES

Not Applicable

## 2.3 POST-SECONDARY EDUCATION

The Sheshatshiu Innu shall ensure that Post-Secondary Education/University and College Entrance Preparation programs for community members are administered in accordance with eligibility criteria and allowance schedules which are formally defined and publicly available. Administrative decisions shall be subject to appeal through an established process to ensure equitable management of the program.

## 2.4 SOCIAL ASSISTANCE AND SUPPORT SERVICES

The Council shall ensure that programs for individuals and families in need will be administered to residents of the community in accordance with:

- an objective needs test
- a formally defined and publicly available benefit schedule specifying rates, conditions and criteria for eligibility
- provisions to ensure equitable treatment of all community residents
- an impartial process for the appeal of administrative decisions
- procedures to ensure confidentiality of client information

## 2.5 CAPITAL FACILITIES AND MAINTENANCE

### 2.5.1. General

The Sheshatshiu Innu shall provide for the preservation of public health and safety and the environment, and the protection of the Federal Government's investment in capital assets.

### 2.5.2. Capital and Housing

The Sheshatshiu Innu agrees that Capital projects shall be planned and implemented according to the following generally accepted project management principles:

- 1) all projects will have a well defined and formally approved scope of work, schedule, and budget;
- 2) a qualified project manager will be appointed for all projects;
- 3) feasibility studies will be carried out when deemed necessary by the Sheshatshiu Innu;

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- 4) all new facilities shall be designed to meet all the applicable codes and standards for design, construction and operations of facilities. All designs for projects having a total estimated cost of more than \$50,000, or not normally within the competence of a technician/technologist shall bear the stamp of a professional engineer or architect;
- 5) all projects will be inspected and certified for compliance with code requirements by qualified inspectors; and
- 6) all housing construction must be inspected by CMHC designated inspectors for compliance with code requirements at the following stages: site, foundation, framing and insulation, and completion.

#### 2.5.3. Facilities Operation and Maintenance

Operation and maintenance of community infrastructure and education capital facilities shall be carried out in accordance with the following maintenance procedures:

- 1) community capital assets shall be recorded in an inventory of community assets;
- 2) performance/level of service standards shall be identified for all assets;
- 3) minimum maintenance activities shall be identified for all assets;
- 4) all activities shall be assigned to a responsible person to ensure their completion; and
- 5) a record shall be kept of all maintenance activities performed.

#### 2.5.4. Fire Protection Services

The Sheshatshiu Innu shall provide fire protection services.

### 2.6 ECONOMIC DEVELOPMENT

*Sheshatshiu*  
The Mushuau Innu shall administer Economic Development Activities as negotiated with DIAND and reflected in the Mushuau Innu's Economic Development Operating Plan, as amended from time to time. *Sheshatshiu*

### 2.7 YOUTH STRATEGY PROGRAM

*Sheshatshiu*  
The Mushuau Innu shall conduct the Youth Strategy Program in accordance with all terms and conditions which form part of the Mushuau Innu's approved Youth Strategy Program application. The reporting of the results will be made known to the Minister in the format provided in the *Evaluation Report on the Youth Strategy Program* and such other reports, as required, pursuant to further applications for the Youth Strategy Program.

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**2.8 ACCOUNTABILITY**

The Sheshatshiu Innu shall complete an assessment of its accountability and management systems in accordance with the document entitled "Accountability and Management Assessment" and, if required, a Development Plan to address any recommendations set out in the assessment. The Sheshatshiu Innu shall submit a copy of its completed assessment and Development Plan, if any, to the Minister by March 31, 1998.

**SS3. PROGRAM POLICIES OF THE SHESHATSHIU INNU**

The Sheshatshiu Innu shall adopt and apply the following policies in order to meet the Minimum Program Requirements in SS2. These policies are subject to change by the Sheshatshiu Innu and the Minister will be advised of any such changes not later than 30 days after their adoption.

NOTE: IN ACCORDANCE WITH GC 1.3 THE SHESHATSHIU INNU CAN DEVELOP AND ADOPT ITS OWN PROGRAM DELIVERY POLICIES WHICH WILL BE MOST EFFECTIVE FOR ITS PARTICULAR SITUATION. SHESHATSHIU INNU MAY WISH TO PHASE IN AFA BY INITIALLY OPERATING UNDER INDIAN AFFAIRS PROGRAM POLICIES AND INTRODUCING NEW POLICIES WHEN AND IF DESIRED. THE AGREEMENT DOES NOT NEED TO BE AMENDED WHEN A REVISED POLICY IS ADOPTED BY SHESHATSHIU INNU. HOWEVER, THE DEPARTMENT IS TO BE ADVISED OF THE CHANGE IN ACCORDANCE WITH SS3.

FOR EACH PROGRAM HEADING IN SS2 A CORRESPONDING HEADING WILL BE INCLUDED IN SS3, THUS PROVIDING A CROSS REFERENCE BETWEEN MINIMUM PROGRAM REQUIREMENTS AND THE SHESHATSHIU INNU'S RESPONSE TO THEM. PROGRAM POLICIES OF THE SHESHATSHIU INNU WILL BE IDENTIFIED BY TITLE AND DATE, WHERE THE SHESHATSHIU INNU HAS A FORMALLY DOCUMENTED POLICY, OR HAS ADOPTED A DIAND POLICY.



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## APPENDIX C

PAYMENT TERMS

## PT1. AMOUNT OF AGREEMENT

In accordance with the terms and conditions of this Agreement, the Minister will provide the Sheshatshiu Innu an amount of One million, eight hundred seventy-eight thousand, seven hundred and seventy-eight dollars (\$1,878,778), as follows, for the delivery of community services and programs as described in the Statement of Services:

<u>Fiscal Year</u>	<u>Non-Capital</u>	<u>Capital</u>	<u>Total</u>
1997-1998	1,387,289	491,489	1,878,778

## PT2. SUBJECT TO APPROPRIATION OF FUNDS

As required by Section 40 of the *Financial Administration Act*, funding under this Agreement, including funding for adjustments, is subject to the appropriation of funds by Parliament.

## PT3. ADJUSTMENT FACTORS

## 3.1 APPROPRIATIONS

Funding under this Agreement is subject to there being an appropriation for the particular services set out in SS2, for the fiscal year in which any commitment under this Agreement would come in the course of payment and at a level which would permit such payment to be provided systematically and equitably on a regional or national basis.

## 3.2 INTERPRETATIONS

- 3.2.1. "Price adjustment" means an increase or decrease in funding under this Agreement approved by the Minister on the basis of changes to unit costs used in the calculation of the Base Budget. Price changes administered through the application of a funding formula are covered separately under sub-section 3.2.3.

Price adjustments shall be provided systematically and equitably on a regional or national basis.

Price adjustments applicable in any year shall be provided once annually and carried forward to all remaining years of this Agreement.

- 3.2.2. "Volume adjustment" means an increase or decrease in funding approved by the Minister on the basis of changes in the number of service units for which the Sheshatshiu Innu is eligible to be funded in accordance with the applicable program and funding criteria. Volume changes administered through the application of a funding formula are covered separately under sub-section 3.2.3.



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Volume adjustment also includes an increase or decrease in funding based on a change in the applicable average unit cost resulting, not from a price adjustment, but from a change in the mix of units of varying unit costs.

- 3.2.3. "Formula adjustment" means an increase or decrease in funding under this Agreement approved by the Minister based on the application of a funding formula in accordance with the applicable program criteria.

Formula adjustments shall be provided systematically and equitably once annually on a regional or national basis.

### 3.3 APPLICATION OF ADJUSTMENT FACTORS

- 3.3.1. Funding for the services listed in the Base Budget are eligible for adjustments as indicated in Appendix H.
- 3.3.2. The Minister shall notify the Sheshatshiu Innu, in accordance with General Conditions clause GC6 "Notices", of the amount and purpose of the adjusted amount. The Sheshatshiu Innu shall, within 10 working days from receipt of the Notice of Budget Adjustment, raise any concerns with the responsible manager.

### PT4. EXPENDITURE PLAN BY FISCAL YEAR

The Sheshatshiu Innu's Expenditure Plan attached as Appendix F lists the Sheshatshiu Innu's planned expenditures for each of the fiscal years covered by this Agreement.

### PT5. CASH FLOW REQUIREMENTS

- 5.1 The calculation of monthly payments to be made by the Minister to the Sheshatshiu Innu for the 1997-1998 fiscal year is provided in Appendix G - Cash Flow Statement. Monthly cash flow for subsequent years budgets will be calculated using this approach and percentage.
- 5.2 The Sheshatshiu Innu may request, annually, a change to the monthly distribution of payments listed in the "percentage of annual funding" column of Appendix G - Cash Flow Statement based upon operational needs. The Minister will adjust the distribution where the amounts are demonstrated to be reasonable.
- 5.3 A portion of the monthly advances shall be withheld by the Minister if the reports are not provided by the Sheshatshiu Innu to the Minister as required under this Agreement or its predecessor. Any amounts so withheld shall be paid by the Minister to the Sheshatshiu Innu within sixty (60) days of the submission of the reports.

### PT6. RETENTION OF UNEXPENDED BALANCES

The Sheshatshiu Innu shall retain unexpended balances and shall be responsible for expenditures in excess of the funding to be provided under the terms and conditions of this Agreement.

NOTE: THIS CLAUSE APPLIES TO THOSE PROGRAMS FOR WHICH THE BUDGET HAS BEEN FIXED AS TO VOLUME OR FORMULA AMOUNT.

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## PT7. REPORTING REQUIREMENTS

- 7.1 The Sheshatshiu Innu agrees to engage an independent auditor recognized by the province of Newfoundland and Labrador and to provide the Minister annually, within ninety (90) days of the end of the Sheshatshiu Innu's fiscal year, annual audited financial statements in accordance with the *Year-end Reporting Handbook* as amended from time to time.
- 7.2 The Minister shall provide an initial response to the Sheshatshiu Innu's audit within thirty (30) days of receipt, providing general comments and indicating any areas for future action.
- 7.3 The Sheshatshiu Innu shall make available to community members copies of the audited financial statement, and auditor's opinion as set out in the *Year-end Reporting*.
- 7.4 This Agreement includes an amount of \$2,000 per annum for the extra cost involved in preparing the AFA annual return as set out in the *National Reporting Guide*.
- 7.5 The Minister reserves the right to appoint independent auditors to review and assess the affairs of the Sheshatshiu Innu relative to this Agreement. This right is not to be exercised without reasonable cause. The Sheshatshiu Innu will be notified in writing of such cause. The Sheshatshiu Innu agrees to provide access to its financial and statistical records.
- 7.6 The Sheshatshiu Innu agrees to provide to the Minister reports as prescribed in the *National Reporting Guide* issued by the Minister and as amended from time to time. In the continuing effort to reduce Sheshatshiu Innu's response burden and workload, the Minister will endeavour to make use of surveys and sampling techniques to gather information whenever practicable. The Sheshatshiu Innu also agrees to give serious consideration to voluntary participation in surveys and other information collection instruments if they are chosen as part of a sample.
- 7.7 The Sheshatshiu Innu agrees to conduct an annual verification of all individuals residing in the community as of August 1st of each fiscal year. The reporting of the results will be made known to the Minister by September 15 of each year in the format provided through the *National Reporting Guide*.

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**PT8. FINANCIAL RECORDS**

- 8.1 The Sheshatshiu Innu agrees to maintain financial records in accordance with generally accepted accounting principles, as prescribed by the Canadian Institute of Chartered Accountants and the requirements of the *Year-end Reporting Handbook*, in order to ensure the relevance and completeness of financial reports to its membership and to the Minister.
- 8.2 The Sheshatshiu Innu will maintain a financial management regime which sets out the Sheshatshiu Innu's formal procedures for the approval of expenditures, the allocation and reallocation of funds and, in general, for the management of all funds included in this Agreement.

**PT9. DATA QUALITY**

- 9.1 The Minister may request access to Sheshatshiu Innu records for the purpose of validating the data which the Minister uses to acquire, allocate and account for public funds.
- 9.2 The Sheshatshiu Innu shall allow the Minister access to all records relating to any information reported under the terms and conditions of this Agreement, and to perform such tests as required to confirm the quality of such information.
- 9.3 The Minister shall notify the Sheshatshiu Innu in writing, at least two (2) weeks in advance of the requirement for access to the Sheshatshiu Innu's records and the test the Minister shall perform to confirm the quality of information reported by the Sheshatshiu Innu under the terms and conditions of this Agreement.

**PT10. ANNUAL REPORT**

The Sheshatshiu Innu agrees to publish an Annual Report to its membership including, as a minimum, the items described in section PT7.3. The Annual Report may also include other information, such as that suggested in the *Year-end Reporting Handbook* and *National Reporting Guide*, which would be of interest to the membership.

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## APPENDIX D

GENERAL CONDITIONS

## GC1. ACCOUNTABILITY

- 1.1 The Sheshatshiu Innu is accountable under this Agreement to its members for its leadership, sound management of Sheshatshiu Innu affairs and effective and efficient delivery of the services described in this Agreement, and to the Minister for the use of public funds.
- 1.2 The Sheshatshiu Innu, in carrying out the services in this Agreement, may define community objectives and plans, establish its own program policies (reference SS3) and allocate funds in accordance with its priorities as long as Minimum Program Requirements (as defined in SS2) and the limitations on Transferability of Funds (GC2) are met.
- 1.3 The Sheshatshiu Innu agrees that, in carrying out its responsibilities under this Agreement, it is responsible for complying with any applicable standards related to health, safety and environment.

## 1.4 INDEMNIFICATION

The Sheshatshiu Innu shall indemnify and save harmless Her Majesty and the Department from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Sheshatshiu Innu, or the Sheshatshiu Innu's servants or agents, in the performance of this Agreement.

## 1.5 LEGAL RELATIONSHIP

- 1.5.1. It is understood and agreed that the Sheshatshiu Innu is acting on behalf of its membership for the purposes of this Agreement and the services provided in accordance with this Agreement and not as an agent of the Crown.

## GC2. TRANSFERABILITY OF FUNDS

- 2.1 The Sheshatshiu Innu may transfer funds provided under this Agreement from one program or service to another, except that funds provided for capital purposes, including such funds unexpended at the end of the term of this Agreement, must be spent for capital purposes.
- 2.2 The Sheshatshiu Innu shall apply capital funding provided through this Agreement to projects contained within its approved capital plan. The Sheshatshiu Innu shall by notice request the Minister to approve changes to the approved capital plan.



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**G3. AMENDMENTS**

All amendments to this Agreement are to be made in writing and executed by both parties.

**GC4. DEFAULT AND REMEDIAL MANAGEMENT**

4.1 For the purposes of this Agreement, the Sheshatshiu Innu shall be deemed to be in default in the event the Minister has reason to believe that one or more of the following circumstances exist:

- 4.1.1 the terms and conditions of the Agreement are not being met by the Sheshatshiu Innu;
- 4.1.2 the auditors report indicates financial problems or a denial of opinion or risk of insolvency or the Sheshatshiu Innu's financial statements indicate a deficit or the need for a remedial management plan in accordance with the Departmental Indebtedness Policy, as amended from time to time;
- 4.1.3 funds are being mismanaged;
- 4.1.4 there are third party claims against the Sheshatshiu Innu and the Crown; and
- 4.1.5 the health, safety, and general welfare of community members is being endangered by actions or omissions of the Sheshatshiu Innu;

4.2 In the event the Sheshatshiu Innu is in default, the Minister may:

- 4.2.1 review the situation with the Sheshatshiu Innu;
- 4.2.2 advise the Sheshatshiu Innu of the findings of the review;
- 4.2.3 require the Sheshatshiu Innu to provide any requested information in relation to the default; and
- 4.2.4 request that the Sheshatshiu Innu develop and with the approval of the Minister implement a remedial management plan.

4.3 Where remedial management is warranted in accordance with section GC4.2.4, a remedial management plan shall be developed within thirty (30) days of the request and shall be approved by the Minister and the Sheshatshiu Innu within ninety (90) days from the date of the request.

4.4 Notwithstanding sections GC4.3 and GC4.4 if, in the opinion of the Minister, immediate remedial management is required, the Minister reserves the right to take the action he deems necessary.



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4.5 In the event the remedial management plan developed by the Sheshatshiu Innu is unacceptable or does not provide corrective measures to resolve problem areas, the Minister may:

4.5.1 take any action the Minister deems necessary, including the withholding of funds;

4.5.2 immediately terminate this Agreement.

#### GC5. TERMINATION

5.1 If remedial management is not successful, the Minister may terminate this Agreement upon giving such period of notice in writing as the Minister deems appropriate.

5.2 Either party may terminate this Agreement as of March 31 of any year during the life of the Agreement, by serving at least ninety (90) days notice in writing indicating the intent and reasons for such termination.

5.3 If the Agreement is terminated, decisions will be made by the Minister and the Sheshatshiu Innu at that time regarding the nature, scope and conditions of the services to be delivered. Such decision will be communicated in writing.

#### GC6. NOTICES

Where in this Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by facsimile transmission, registered mail or courier addressed to the party for whom it is intended. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail or courier when receipt is acknowledged by the other party and by facsimile transmission at the time it is transmitted to the other party. The address of either party may be changed by notice in the manner set out in this provision.

Notices shall be directed to:  
Sheshatshiu Innu

Minister

Sheshatshiu Innu Band Council  
P.O. Box 160  
sheshatshiu Northwest River, Labrador  
A0P 1M0

Department of Indian & Inuit Affairs  
P.O. Box 160  
Antwerp, Nova Scotia  
B4N 3Z3

#### GC7. MEMBERS OF THE SENATE OR HOUSE OF COMMONS OF CANADA

No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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**GC8. EVALUATION**

- 8.1 The Sheshatshiu Innu agrees to provide information as may be required in order to formally evaluate the Alternative Funding Arrangements process and to participate on a committee in conjunction with the Minister when requested to do so in order to plan and implement evaluations of the short and long term impacts of Alternative Funding Arrangements. The cost of the evaluation will be borne by the Minister.
- 8.2 The Sheshatshiu Innu agrees to provide information as may be required and to participate in processes for evaluation, on a national or regional basis, of specific programs and services included in this Agreement. The cost of such evaluation will be borne by the Minister.

**GC9. UNFORESEEN EVENTS**

When both parties agree that circumstances causing unforeseen expenses pursuant to the funding provided under this Agreement have occurred, the Sheshatshiu Innu may return to the Minister to seek adjustments to the budget. This clause is envisioned as dealing with an emergency situation, which could in no way have been predicted in this Agreement.

**GC10. EXTENT OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous negotiations, communication and other agreements relating to it unless they are incorporated by reference in this Agreement.

**GC11. BAND MANAGEMENT DEVELOPMENT**

The Sheshatshiu Innu agrees to annually assess its management development requirements and to develop and implement management development activities based on needs identified.

**GC12. AUTHORITIES, BOARDS & COMMITTEES**

Authorities, boards or committees established by Sheshatshiu Innu to administer services, shall have a specified mandate, clearly identified role and defined relationship to Sheshatshiu Innu.

**GC13. FUNDING FOR PROGRAMS OR SERVICES NOT INCLUDED**

- 13.1 The Sheshatshiu Innu may request an amendment to this Agreement to provide funding for programs or services which it may want to impact on this Agreement, including new undertakings by the Minister during the term of this Agreement.
- 13.2 The Minister may authorize the inclusion of additional programs or services in Alternative Funding Arrangements which are currently being funded under contribution arrangements. The parties agree that this Agreement may be amended to include such programs or services.

## APPENDIX

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ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

SHESHATSHIU

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
ALTERNATIVE FUNDING ARRANGEMENTS				
LANDS (VAR) - PV 20101		2001	320	\$0
Lands Management				
INDIAN REGISTRATION AND BAND LISTS (VAR) - PV 20104		2045	324	\$0
Administration and Support Services				
Indian Registry Administration		2047	324	\$0
ELEMENTARY / SECONDARY INSTRUCTIONAL SERVICES - BAND OPERATED SCHOOLS (VAR) - PV 20209		2140	331	\$0
Instructional Services Formal				
Special Education		2141	331	\$0
ELEMENTARY / SECONDARY INSTRUCTIONAL SERVICES - PROVINCIAL SCHOOLS (VAR) - PV 20210				
Tuition Agreements		2145	331	\$0
Ancillary Services		2146	331	\$198,132
Special Education		2147	331	\$0
EDUCATION INSTRUCTIONAL SERVICES (VAR) - PV 20212				
Student Accommodation Services (All School Types)		2156	331	\$0
Financial Assistance Allowances (All School Types)		2158	331	\$9,316
Guidance & Counselling		2159	331	\$71,867
Advice & Assistance, Provincial Schools		2160	331	\$0
CULTURAL CENTRES (VAR) - PV 20213				
Cultural / Education Centres		2166	331	\$0

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 SHESHATSHIU  
 ALTERNATIVE FUNDING ARRANGEMENT  
 STATEMENT OF CASH REQUIREMENTS

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
POST - SECONDARY EDUCATION - INDIAN STUDIES SUPPORT PROGRAM (VAR) - PV 20215 Special Program		2170	331	\$0
POST - SECONDARY EDUCATION (VAR) - PV 20216 Post - Secondary Education		2175	331	\$46,901
Administration - Post Secondary Education		2177	331	\$0
SOCIAL ASSISTANCE - BASIC NEEDS (VAR) - PV 20217 Basic Needs		2180	347	\$0
SOCIAL ASSISTANCE - SPECIAL NEEDS (VAR) - PV 20218 Special Needs		2190	347	\$44,576
SOCIAL ASSISTANCE - SERVICE DELIVERY (VAR) - PV 20219 Service Delivery		2195	347	\$0
FAMILY VIOLENCE (VAR) - PV 20222 Family Violence		2213	347	\$10,232
Emergency Shelters - Project Haven		2214	347	\$0
Emergency Shelters - Non-Project Haven		2215	347	\$0
In-Home Care		2225	347	\$110,284
Disabled		2232	347	\$1,302
OTHER SOCIAL SERVICES (VAR) - PV 20224 Service Delivery		2238	347	\$0

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ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

SHESHATSHIU

COMPLETE FUNDING TO MARCH 31, 1998 TO NEW FUNDING ARRANGEMENT

ACTIVITY	2275	363	\$0
OPERATION & MAINTENANCE OF INFRASTRUCTURE ASSETS & FACILITIES (VAR) - FV 20227			
Development of Maintenance Management System	2275	363	\$0
Fire Protection	2276	363	\$0
Roads and Bridges	2277	363	\$0
Sanitation Systems	2278	363	\$0
Water Systems	2279	363	\$0
Municipal Services	2281	363	\$0
Community Buildings	2282	363	\$0
Other Protection	2284	363	\$0
Maintenance Management	2286	363	\$519,849
ACMS	2287	363	\$0
OPERATION & MAINTENANCE OF EDUCATION ASSETS AND FACILITIES (VAR) - FV 20228			
Schools - O & M	2295	363	\$0
ON - RESERVE O & M HOUSING SUPPORT (VAR) - FV 20234			
Inspections	2345	363	\$0
Management Support	2347	363	\$0
Technical Assistance	2349	363	\$0
	2350	363	\$0
TRIBAL COUNCIL FUNDING (VAR) - FV 20238			
Tribal Council Funding	2380	372	\$0
BAND SUPPORT FUNDING (VAR) - FV 20239			
Band Support Funding	2390	372	\$272,746
BAND EMPLOYEE BENEFITS (VAR) - FV 20240			
Band Employee Benefits Plans	2400	372	\$0
BAND ADVISORY SERVICES (VAR) - FV 20241			
Band Advisory Services	2410	372	\$0
INDIAN / INUIT MANAGEMENT DEVELOPMENT (VAR) - FV 20243			
Indian/Inuit Management Development	2430	372	\$3,924

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1997 / 98  
 SHESHATSHIU  
 ALTERNATIVE FUNDING ARRANGEMENT  
 STATEMENT OF CASH REQUIREMENTS

[COMPLETE APRIL TO MARCH BLOCKS ONLY - BOTTOM OF PAGE]

ACTIVITY	PMT	SC	VCC	TOTAL BUDGET
COMMUNITY ECONOMIC DEVELOPMENT ORGANIZATIONS (VAR) - PV 20249		2465	310	\$98,160
CEMO Planning & Operations				
NON DIAND FLOW-THROUGH FUNDING - FOR SUSPENSE ACCOUNTING (VAR) - PV 20254		2500	433	\$0
Solicitor General - Policing		2501	423	\$0
National Health & Welfare Services - Medical Services				
YEA (VAR) - 20256		2505	390	\$0
Core Funding		2506	390	\$0
Non-Core Funding				
<b>O &amp; M TOTAL</b>				<b>\$1,387,289</b>

O & M TOTAL	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	TOTAL
PAYMENTS	300,000	127,458	127,458	100,000	100,000	100,000	100,000	100,000	100,000	80,000	80,000	72,373	1,387,289

ACQUISITION and CONSTRUCTION of INFRASTRUCTURE ASSETS and FACILITIES (VAR) - PV 20225	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	TOTAL
PROJECT #													
Fire Protection											2250	359	\$0
Other Protection											2251	359	\$0
Roads and Bridges											2253	359	\$0
Sanitation Systems											2254	359	\$0
Water Systems											2255	359	\$0
Municipal Services											2257	359	\$0
Community Buildings											2258	359	\$0
Special Services											2259	359	\$0
Capital Planning Projects - Infrastructure											2260	359	\$246,800
Contributions: Equipment											2261	359	\$0

1997 / 98  
ALTERNATIVE FUNDING ARRANGEMENT  
STATEMENT OF CASH REQUIREMENTS

SHESHATSHIU

[COMPLETE APRIL TO MARCH BLOCKS ON L.Y. - BOTTOM OF PAGE]

ACTIVITY													PMT	SC	VCC	TOTAL BUDGET									
ACQUISITION and CONSTRUCTION OF EDUCATION CAPITAL ASSETS and FACILITIES (VAR) - PV 20226																									
PROJECT #																									
Pending Joint Schools														2266	359	\$0									
Fit Up of Education Facilities														2267	359	\$0									
Planning Design & Construction - Education Facilities														2268	359	\$0									
Renovations														2270	359	\$0									
ON - RESERVE HOUSING, CONSTRUCTION & RENOVATION (VAR) - PV 20233																									
PROJECT #																									
Planning Design and Construction														2336	359	\$215,552									
Major Renovations, Extensions and Repairs														2337	359	\$29,137									
TOTAL CAPITAL																\$491,489									
TOTAL CAPITAL													APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	TOTAL
REQUIRED													100,000	30,000	46,546	35,000	35,000	35,000	35,000	35,000	35,000	30,000	30,000	24,893	\$491,489

## TOTAL AGREEMENT

\$1,878,778

Barbare Maudie

FIRST NATION AUTHORIZED SIGNATURE

10 April 97

DATE

C. L. L. L.

APPROVED/FINANCIAL ARRANGEMENTS MANAGEMENT  
SR FUNDING SERVICES OFFICER (SEC. 34)

15/04/97

DATE

J. Y.

DMS INPUT

12/14/97

DATE

P. J. B. B.

TPRS INPUT

12/14/97

DATE

06/10/97 THU 10:18 [TX/RX NO 7286] 024

Arrangement No.: 200-10197

## APPENDIX F

EXPENDITURE PLAN

(To be prepared in detail and mutually agreed to by both parties.)

NOTE: THE SHESHATSHIU INNU MAY SET THE FORMAT AND CONTENT FOR ITS EXPENDITURE PLAN. THE SHESHATSHIU INNU MAY ADJUST THE PLAN THROUGHOUT THE YEAR IN ACCORDANCE WITH APPENDIX D - CC2 WITHOUT NEED TO AMEND THE AGREEMENT. THE OBJECTIVE OF THE INITIAL PLAN IS TO PROVIDE A BASIS FOR THE TRANSFER OF FUNDS FROM THE MINISTER TO THE SHESHATSHIU INNU OVER THE PERIOD OF THE AGREEMENT. AT MINIMUM THE PLAN IS TO IDENTIFY THE PROGRAM AREAS TO BE DELIVERED, PROGRAM BUDGETS, AND THE CAPITAL PROJECTS ON AN ANNUAL BASIS.



Arrangement No.: 200-10197

## APPENDIX G

## CASH FLOW STATEMENT

MONTH	19XX-19XX (\$000)	% OF ANNUAL FUNDING	PAYMENT DUE DATE
April		8	April *
May		8	April *
June		8	April *
July		8	May **
August		8	June **
September		8	July **
October		8	August **
November		8	September **
December		8	October **
January		8	November **
February		8	December **
March		8	January **

\* Within the first ten business days of the month.

\*\* First business day of the month.

NOTE: THIS METHOD IS BASED ON THE APPLICATION OF THE FEDERAL CASH MANAGEMENT POLICY FOR AGREEMENTS OVER ONE MILLION DOLLARS (\$1,000,000) AND THE 90 DAY CASH ADVANCE FOR AFA. SHESHATSHIU INNU MAY REQUEST A CHANGE TO THIS METHOD OF ESTABLISHING THE PAYMENT SCHEDULE BASED ON THEIR PARTICULAR NEED. HOWEVER, THE SHESHATSHIU INNU'S CHANGE MUST BE BASED ON THE TOTAL BUDGET AND NOT A SINGLE LINE ITEM.

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Arrangement No.: 200-10197

## APPENDIX 'H'

APPLICATION OF ADJUSTMENT FACTORSPROGRAMS/SERVICESMETHOD OF APPLICATION OF  
ADJUSTMENT  
(REFER ALSO TO SECTION PT3,  
OF THE AGREEMENT)**FIRST NATIONS FUNDING**

- Elementary/Secondary Instructional Services - Provincial Schools
- Education Instructional Services
- Youth Strategy Program
- Post-Secondary Education
- Social Assistance and Support Services  
NOTE: EXCLUDING SERVICE DELIVERY

- The budget will be set at the start of each fiscal year and no price or volume adjustments will be made during the year.
- The budget will be set at the start of each fiscal year and no volume adjustments will be made during the year.
- The budget is set based on a proposal basis.
- The budget is set at the start of the agreement and adjusted once annually based on the average percentage increase provided in non-AFA bands in the region and carried forward for the duration of the agreement.
- Volume is set at the start of each fiscal year based on past expenditures and agreed upon trends. No further volume adjustments will be made during the year.

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Arrangement No.: 200-10197

## APPENDIX "H"

APPLICATION OF ADJUSTMENT FACTORSPROGRAMS/SERVICESMETHOD OF APPLICATION OF  
ADJUSTMENT  
(REFER ALSO TO SECTION PT3,  
OF THE AGREEMENT)

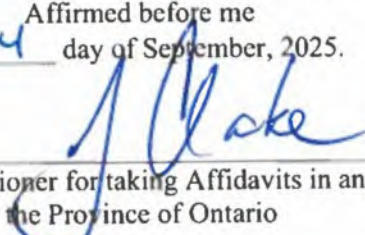
- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Capital - Acquisition and Construction of Infrastructure Assets and Facilities</li> <li>• Operation and Maintenance of Infrastructure Assets and Facilities; Community Capital Facilities Service Delivery</li> <li>• Housing<br/>Community Housing, Construction &amp; Renovation;<br/>Community O&amp;M Housing Support;</li> <li>• Indian Government Support             <ul style="list-style-type: none"> <li>• Band Support Funding</li> </ul> </li> <li>• Indian/Inuit Management Development</li> <li>• Community Economic Development</li> </ul> | <ul style="list-style-type: none"> <li>• The budget will be set based on the Atlantic Region's Capital Allocation Process, effective April 3, 1995.</li> <li>• The budget will be set at the start of the agreement. A formula adjustment will be made April 1st of each year and carried forward for the life of the agreement based on the actual eligible assets identified.</li> <li>• The budget will be set based on the Atlantic Region's Capital Allocation Process, effective April 3, 1995.</li> <li>• The budget will be set at the start of each fiscal year and no adjustments will be made during the year.</li> <li>• The budget will be set at the start of each fiscal year and no adjustments will be made during the year.</li> <li>• The budget will be set at the start of each fiscal year and no adjustments will be made during the agreement.</li> </ul> <p>The budget is based on the "Economic Development Operating Plan" dated April 1995.</p> |
|--|---|

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2024 01G CP 0064

This is **Exhibit 22** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

**COMPREHENSIVE FUNDING ARRANGEMENT**

**MUSHUAU INNU FIRST NATION**

**FOR**

**2003/2004**

Arrangement No.: 2003-2004-2-00-00032-0000

**COMPREHENSIVE FUNDING ARRANGEMENT  
ARTICLES OF AGREEMENT**

This Comprehensive Funding Arrangement hereinafter referred to as the "Arrangement" is made the \_\_\_\_ day of \_\_\_\_\_, 2003.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as the "Minister")

**AND**

**THE MUSHUAU INNU FIRST NATION**, a "band" as defined in the *Indian Act*,  
as represented by the Chief and Councillors of the Mushuau Innu First Nation  
(hereinafter referred to as the "Council")

WHEREAS the Minister is providing funding for the delivery of programs and services for the benefit of the First Nation Members represented by the Council;

WHEREAS the Council is expending funds to deliver programs and services on behalf of the First Nation Members whom they represent; and

WHEREAS the Council recognizes a responsibility to:

- A. maintain a soundly administered and managed organization;
- B. maintain processes and procedures to facilitate program management and to support financial control; and
- C. account to First Nation Members in regard to the use of funds provided, results achieved with those funds in terms of programs and services delivered and the overall financial position of the Council.

WHEREAS nothing in this Arrangement is to be construed so as to abrogate or derogate from any existing aboriginal or treaty rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

**NOW THEREFORE THE MINISTER AND THE COUNCIL AGREE TO THE FOLLOWING:**

**1.0 ARRANGEMENT**

- 1.1 This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - Program Delivery and Reporting Requirements
- PART F - Adjustment Factors
- PART G - Schedule of Reporting Requirement Due Dates
- PART H - Management Development Plan

**2.0 ARRANGEMENT AMOUNT**

- 2.1 The Minister agrees to provide an amount of up to Six million, five hundred and six thousand, six hundred and forty-nine dollars (\$6,506,649) to the Council in accordance with the terms and conditions of this Arrangement.

**3.0 DURATION OF THE ARRANGEMENT**

- 3.1 This Arrangement shall be in effect from April 1, 2003 until March 31, 2004 subject to the termination provisions contained in this Arrangement.

Arrangement No.: 2003-2004-2-00-00032-0000

This Arrangement has been executed by the Minister and the Council by their duly authorized representatives.

**SIGNED ON BEHALF OF HER  
MAJESTY THE QUEEN IN  
RIGHT OF CANADA**, as represented by  
the Minister of Indian Affairs and  
Northern Development

\_\_\_\_\_  
Steven J. Joudry  
Regional Director General  
Atlantic Region

**SIGNED ON BEHALF OF  
MUSHUAU INNU FIRST NATION**

\_\_\_\_\_  
Chief Simeon Tshakapesh

\_\_\_\_\_  
Councillor Toon Rich

\_\_\_\_\_  
Councillor Jim Nui

\_\_\_\_\_  
Councillor Gerry Grogan

\_\_\_\_\_  
Councillor Simon Pokue

In the presence of:

\_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
J.P. White

Date: \_\_\_\_\_

May 5/03



**PART A****DEFINITIONS****AGENCY**

An authority, board, committee, other entity or, in the case of a Tribal Council, a Member First Nation, authorized to act on behalf of the Council.

**AMENDMENT**

A formal change to the terms and conditions of this Arrangement which is executed by both parties.

**AUDIT**

The Council's annual consolidated financial statements prepared in accordance with subsection 2.4.3 of PART B - General Terms and Conditions.

**CANADIAN ENVIRONMENTAL ASSESSMENT ACT (CEAA)**

Means an Act to establish a federal environmental assessment process.

**CAPITAL**

Funding to identify, plan, design, construct, renovate or purchase assets for education, housing or community infrastructure purposes, where such assets have a useful life of more than one year and are not held for resale.

**CO-MANAGEMENT AGREEMENT**

An agreement entered into between the Council and a third party acceptable to both the Council and the Minister for the purpose of jointly managing the Council's obligations under this Arrangement where the Council is in default.

**COMPREHENSIVE FUNDING ARRANGEMENT (CFA)**

A funding arrangement containing programs funded by means of Contributions, Flexible Transfer Payments and Grants.

**COMMUNITY**

Refers to the persons and geographic area represented by the Council and for the benefit of which funds are provided under this Arrangement.

**CONTRIBUTION OR CONTR**

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to the Crown.

**DEFICIT**

The amount by which funds expended by the Council exceed funds provided by the Minister and those provided by other sources for delivery of a service or capital project, after all program terms and conditions have been fulfilled by the Council.

**DEPARTMENT OR DIAND**

The Department of Indian Affairs and Northern Development.

**DIAND APPROVED CAPITAL PLAN**

A plan approved by the Minister, that identifies the Council's capital projects, scheduled by priority, with cost estimates that may be amended as data is refined. It shall cover a five (5) year period and contain funded and unfunded projects.

**ENVIRONMENTAL ASSESSMENT**

An assessment of the environmental effects of a project conducted in accordance with the requirements of *CEAA*, under the legislative jurisdiction of *CEAA*, or under the process defined in the *DIAND Financial Policies and Procedures Manual* (Volume 3), Transfer Payments (Part 5), Chapter 5.2, as amended from time to time, which provides for the application of an environmental assessment process for DIAND funded projects where *CEAA* is not triggered due to the absence of the *Indian Lands and Funding Regulations* (*ILFR-CEAA* section 59(l)).

**ENVIRONMENTAL ASSESSMENT DECISION**

A decision approved by the Minister or the Council concerning any environmental action required as part of the project.

**ENVIRONMENTAL SCREENING REPORT**

A report that summarizes the results of an environmental screening.

**FIRST NATION**

A "band" within the meaning of the *Indian Act*.

**FLEXIBLE TRANSFER PAYMENT OR FTP**

A conditional transfer payment for a specified purpose for which unexpended balances may be retained by the Council, provided that the program terms and conditions have been fulfilled by the Council. Any Deficit is the responsibility of the Council.

**GRANT**

An unconditional transfer payment.

**MANAGEMENT DEVELOPMENT PLAN**

A plan developed by the Council, and approved by the Council and the Minister attached as PART H - Management Development Plan, which addresses any recommendations identified in the assessment of the Council's administrative, accountability and management practices undertaken prior to the execution of this Arrangement and includes any amendments to that plan as agreed to by the Council and the Minister.

**MEMBER**

A person who is registered as an "Indian" within the meaning of the *Indian Act* and whose name appears on the band list of the Council.

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for programs and services in accordance with the Council's estimated monthly cash requirement.

Arrangement No.: 2003-2004-2-00-00032-0000

**NOTICE OF BUDGET ADJUSTMENT**

Changes to a program funding level, calculated in accordance with predetermined adjustment factors as set out in PART F - Adjustment Factors, and confirmed to the Council by means of a written notice.

**PROGRAM CERTIFICATION**

A statement signed by the principal of a band school certifying that, for the current school year, all classroom teachers and the principal possess teaching certificates that are current and valid in the province / territory and that the curriculum being used in the school in all grades meets basic provincial requirements.

**PROJECT**

Any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to that physical work.

**REMEDIAL MANAGEMENT PLAN**

A plan developed by the Council and approved by the Minister which reflects decisions and measures which are necessary to remedy a default under this Arrangement.

**SURPLUS**

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Council for delivery of a service or capital project funded after all program terms and conditions have been fulfilled by the Council.

**THIRD PARTY MANAGER**

A third party appointed by the Minister to administer funding otherwise payable to the Council and the Council's obligations under this Arrangement, in whole or in part.

**TRANSFER PAYMENTS**

Payments made from budgetary appropriations for which no goods or services are received by the Crown.



## PART B

**GENERAL TERMS AND CONDITIONS****1.0 PROGRAMS AND SERVICES****1.1 The Council shall:**

- (a) deliver the programs and services as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan and complete capital projects in accordance with the DIAND Approved Capital Plan;
- (b) abide by the program delivery and reporting requirements as set out in PART E - Program Delivery and Reporting Requirements, and meet the due dates for reporting set out in PART G - Schedule of Reporting Requirement Due Dates; and
- (c) maintain a system of accountability to its First Nation Members in accordance with the framework set out in PART C - Accountability Framework of this Arrangement and which provides for:
  - (i) transparency: which means that the Council's decision making processes and approved program delivery policies are known to First Nation Members;
  - (ii) disclosure: which means that First Nation Members have access to information on Council's plans, actions and expenditures; and
  - (iii) redress: which means that the Council shall maintain formal dispute resolution processes by which First Nation Members may appeal decisions of the Council, which includes decisions of its employees and delegates.

**2.0 TERMS OF PAYMENTS****2.1 Monthly Expenditure Plan**

The Council agrees to the monthly expenditures as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Council may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the Council and the Minister.

**2.2 Cash Payments**

- 2.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Minister shall provide the Council with a schedule of payments to be made monthly.
- 2.2.2 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the particular programs and services set out in this Arrangement.
- 2.2.3 Funding otherwise payable under this Arrangement may be withheld by the Minister, if the Audit and reports are not provided by the Council to the Minister as required under this Arrangement or its predecessor. Any amounts so withheld shall be paid by the Minister to the Council, within forty-five (45) days of the submission of the reports.
- 2.2.4 The Minister may extend the deadline for the receipt of the Audit and reports in the event the Council provides written notice, prior to the date the Audit or the report is due, of circumstances beyond the Council's control.

- 2.2.5 Any Surplus or other amount owing by the Council to the Minister is a debt due and payable on the date the Audit is due. The Minister shall notify the Council in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Council.

### 2.3 Surpluses and Deficits

- 2.3.1 For each program or service identified as a **Contribution** in PART D - Program Budgets, Authorities and Monthly Expenditure Plan:
- (a) any Surplus shall be reimbursed by the Council to the Minister. Where there is more than one funding source for the program or service, the Council shall reimburse DIAND a portion equal to DIAND's contribution to the program or service; and
  - (b) any claims eligible for reimbursement under the terms and conditions of this Arrangement shall be reimbursed by the Minister to the Council.
- 2.3.2 For each program or service identified as a **Flexible Transfer Payment** or **Grant** in PART D - Program Budgets, Authorities and Monthly Expenditure Plan, any Surplus shall be retained by the Council and any Deficit shall be the responsibility of the Council.
- 2.3.3 With respect to the Surplus amounts referred to in subsection 2.3.2, the Council may use non-capital Surplus amounts at its discretion and shall use capital Surplus amounts for projects on the DIAND Approved Capital Plan.

### 2.4 Financial Reporting

- 2.4.1 The Council shall maintain financial records and prepare financial statements in accordance with generally accepted accounting principles, as prescribed by the Canadian Institute of Chartered Accountants and the requirements of the *Year-end Reporting Handbook*, as amended from time to time.
- 2.4.2 The Council shall engage an independent auditor recognized in the Province of Newfoundland and Labrador in which the Council has its administrative offices and notify the Minister in writing of the appointment of the auditor at least two (2) weeks prior to the end of the fiscal year. The notice shall authorize the Minister to release revenue and trust information to the auditor for purposes of completing the Audit.
- 2.4.3 The Council shall prepare consolidated financial statements and such financial statements shall:
- (a) be audited by an independent auditor recognized in the Province of Newfoundland and Labrador in which the Council has its administrative offices;
  - (b) be prepared in accordance with DIAND's *Year-end Reporting Handbook*, as amended from time to time; and
  - (c) be delivered to the Minister, within one hundred and twenty (120) calendar days of the Council's fiscal year end.
- 2.4.4 Where the deadline for receipt of the Audit, or any audit required under any previous Arrangement, has not been complied with the Minister may require that an independent auditor be appointed immediately by the Council. Should the Council refuse to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the Council. The Council shall ensure that such an auditor shall have reasonable access to records and files.
- 2.4.5 The Minister shall provide the Council with notice of receipt and general comments within thirty (30) days of receiving the Audit.



## 2.5 Notice of Budget Adjustment

- 2.5.1 Funding under this Arrangement may be adjusted in accordance with PART F - Adjustment Factors.
- 2.5.2 In accordance with section 10.0, the Minister shall notify the Council of the amount and the purpose of each adjustment. The Council shall, within ten (10) working days from the receipt of such notice, raise any concerns with the Minister.

## 3.0 RECORDS

The Council shall:

- 3.1 maintain records for each program or service identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan covered by this Arrangement for a period of three (3) years from the end of the fiscal year covered by this Arrangement; and
- 3.2 provide to the Minister reports as prescribed in the *First Nations National Reporting Guide* issued by the Minister and as amended from time to time. In the continuing effort to reduce Council's response burden and workload, the Minister will endeavour to make use of surveys and sampling techniques to gather information whenever practicable. The Council shall also agree to give serious consideration to voluntary participation in surveys and other information collection instruments if they are chosen as part of a sample; and
- 3.3 allow the Minister access to the Council's records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Council will be notified in writing of such cause.
- 3.4 For further clarity the Minister:
- (a) may request access to such records as referred to in 3.1, 3.2 and 3.3 above for purposes including:
    - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and
    - (ii) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
  - (b) shall notify the Council in writing, at least two (2) weeks in advance of the requirement for access to the Council's records and the tests the Minister shall perform to confirm the quality of information reported by the Council under the terms and conditions of this Arrangement.

## 4.0 DEFAULT AND REMEDIAL MANAGEMENT

- 4.1 The Council shall be in default of this Arrangement in the event:
- (a) the terms and conditions of this Arrangement, or any other Arrangement between the Council and the Minister, are not being met by the Council;
  - (b) the Council's auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Council in the course of conducting an audit pursuant to subsections 2.4.3 or 2.4.4 under the terms and conditions of this Arrangement or its predecessor;
  - (c) the Audit indicates that the Council has incurred a cumulative deficit equivalent to eight (8) % or more of the Council's total annual revenues; or
  - (d) the health, safety or welfare of First Nation Members is being compromised.

- 4.2 In the event the Council is in default the parties will meet to review the situation.
- 4.3 Notwithstanding section 4.2, in the event the Council is in default under this Arrangement, the Minister may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:
- (a) require the Council to develop and, with the approval of the Minister, implement a Remedial Management Plan, within thirty (30) days, or at such other time as the parties may agree upon and set out in writing, but not to exceed sixty (60) days;
  - (b) require the Council to enter into a Co-Management Agreement;
  - (c) appoint, upon providing notice to the Council, a Third Party Manager;
  - (d) withhold any funds otherwise payable under this Arrangement;
  - (e) require the Council to take any other reasonable action necessary to remedy the default;
  - (f) take such other reasonable action as the Minister deems necessary to remedy the default; or
  - (g) terminate this Arrangement.
- 4.4 Where the Council defaults in its obligations under section 3.1 of PART C - Accountability Framework to make the Audit readily available to its First Nation Members, the Minister may make the Audit of the Council available to the First Nation Members.

#### **5.0 PROVISION OF INFORMATION**

- 5.1 The Minister will, at the Council's request, provide to the Council:
- (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
  - (b) any publicly available information or guidelines relevant to the programs and services in this Arrangement.

#### **6.0 SUBJECT MATTER OF THE ARRANGEMENT**

- 6.1 This Arrangement is only for the funding and delivery of services in accordance with its terms and conditions. The subject matter or the termination of this Arrangement shall not be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any Indian person or band regardless of whether such rights, privileges and freedoms are recognized, established or defined before or after the signing of this Arrangement.

#### **7.0 OTHER TYPES OF FUNDING ARRANGEMENTS**

- 7.1 The Council may replace this Arrangement with funding arrangements of a different type as may be negotiated with the Minister.

#### **8.0 AMENDMENTS**

- 8.1 All Amendments to this Arrangement shall be made in writing and executed by both parties.

#### **9.0 TERMINATION**

- 9.1 Unless implemented as a result of section 4.3, termination of this Arrangement shall require written notice by either party, at least sixty (60) days prior to the termination date indicating the intent and reasons for such termination.

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- 9.2 Decisions will be made by the Minister and the Council at the time of termination of this Arrangement regarding the nature, scope and conditions of the services to be delivered and maintaining program requirements as contained in PART E - Program Delivery and Reporting Requirements. Such decisions will be communicated in writing.

9.3 In the event of the termination of this Arrangement:

- (a) the Council will provide the Minister with an Audit within ninety (90) days of the date of termination, unless the Minister waives this requirement in writing;
- (b) any unexpended funding transferred to the Council by the Minister, up to the termination date of this Arrangement, will be paid to the Minister by the Council, unless the Council and the Minister agree otherwise in writing; and
- (c) any monies owed to the Council by the Minister, up to the termination date of this Arrangement, will be paid to the Council by the Minister, unless the Council and the Minister agree otherwise in writing.

#### 10.0 NOTICES

- 10.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 10.4.
- 10.2 The notice referred to in section 10.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which the notice is delivered;
  - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
  - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.
- 10.3 The address information of either party referred to in section 10.4 may be changed by providing notice to the other party of such change.
- 10.4 Notices shall be mailed to:

Council	Minister
Mushuau Innu First Nation P.O. Box 107 Davis Inlet, NL A0P 1A0	Department of Indian & Northern Affairs P.O. Box 160, 40 Havelock Street Amherst, NS B4H 1Z1
Attn: Chief Simeon Tshakapesh	Attn: Director, Funding Services

#### 11.0 EXCEPTIONAL CIRCUMSTANCES

- 11.1 In the event that exceptional circumstances occur during the duration of this Arrangement, the Council may return to the Minister to seek changes to the level of funding or to obtain assistance.
- 11.2 Section 11.1 is intended to address exceptional circumstances (including, but not limited to health, safety and socio-economic issues) which were not reasonably foreseeable at the time this Arrangement was entered into and which have a significant impact on the Council's performance of the terms and conditions of this Arrangement. In the event that the Minister agrees to change the level of funding, that change shall be made by way of an Amendment.

#### 12.0 EXTENT OF ARRANGEMENT



Arrangement No.: 2003-2004-2-00-00032-0000

- 2.1 This Arrangement constitutes the entire Arrangement between the parties with respect to the subject matter herein and supersedes all previous Arrangements relating to it unless they are incorporated by reference in this Arrangement.

**13.0 SUCCESSORS**

- 13.1 This Arrangement shall be binding upon the parties to this Arrangement and their respective administrators and successors.

**14.0 REPRESENTATION OF AUTHORITY**

- 14.1 Unless the Council has delegated authority to act on behalf of the Minister under sections 53 or 60 of the *Indian Act*, for the purposes of this Arrangement, the Council will not and does not act on behalf of the Minister.

**15.0 CONFLICT OF INTEREST PROVISIONS REGARDING FEDERAL OFFICIALS**

- 15.1 No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.
- 15.2 No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

**16.0 INDEMNIFICATION**

- 16.1 The Council will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Council, any breach of this Arrangement by the Council, and performance or nonperformance (in whole or in part) of the Council's obligations under this Arrangement, and any claims, liabilities and demands that may arise from the Council entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.
- 16.2 Subject to section 16.1, the Minister will save harmless and fully indemnify the Council from and against all claims, liabilities and demands arising directly or indirectly from any breach of this Arrangement by the Minister and such indemnification will survive the termination or expiry of this Arrangement.

## PART C

**ACCOUNTABILITY FRAMEWORK****1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Council agrees to develop, implement and maintain a system of accountability to its First Nation Members consistent with the following accountability framework and the obligations contained herein.

**2.0 Transparency****2.1 Agency of Council**

- 2.1.1 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council will remain liable to the Minister for the performance of its obligations under this Arrangement.
- 2.1.2 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council shall ensure that the Agency:
- (a) has a specified mandate, a clearly identified role and a defined relationship with Council;
  - (b) adheres to the accountability provisions set out in this Arrangement;
  - (c) maintains financial records and prepares financial statements in a manner permitting the preparation of the Audit by the Council; and
  - (d) upon the written request of the Minister, allows the Minister access to the premises and the records relating to any service delegated or funding transferred by the Council pursuant to this Arrangement.
- 2.1.3 Without limiting the generality of subsection 2.1.2, where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency:
- (a) the terms of the delegation will be evidenced by an agreement in writing executed by the Council and the authorized representatives of the Agency;
  - (b) upon the written request of the Minister, a copy of the agreement shall be made available to the Minister;
  - (c) the Council shall ensure that the Minister has reasonable access to the Council's records and premises and reasonable access to the records and premises of the Agency; and
  - (d) the Minister shall notify the Council in writing at least two (2) weeks in advance of any requirement for access pursuant to subsection 2.1.3(c).
- 2.1.4 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Agency, any breach of this Arrangement by the Agency, and performance or nonperformance (in whole or in part) of the Council's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.



**2.2 Budget**

- 2.2.1 The Council shall have a Budget in place for the term of this Arrangement that includes the allocation by the Council of funds transferred under this Arrangement for the provision of programs and services to its First Nation Members.

**2.3 Conflict of Interest**

- 2.3.1 The Council shall develop, implement and maintain conflict of interest guidelines which shall, at a minimum, provide that:
- (a) an elected official or employee of the Council will not benefit from that position beyond the agreed upon compensation as a result of the position they hold; and
  - (b) where an elected official or employee of the Council has a personal interest in the outcome of any decision to be made by the Council and that interest may give rise to a conflict of interest, that conflict and the extent of the interest will be disclosed to the Council and the Council will determine whether that individual will take part in that decision.

**2.4 Benefits for Elected and Unelected Senior Officials**

- 2.4.1 The Council shall approve all sources of compensation for elected and staff officials from funds, including salary, honoraria, per diem and maximum levels of compensation which may be secured by an individual by virtue of holding office.
- 2.4.2 The Council shall approve maximum levels and the operating rules and limits concerning travel, telephone, heating and housing allowances where these allowances form part of the benefit package accruing to elected and staff officials.

**2.5 Loans**

- 2.5.1 Where the Council makes loans from funds transferred under this Arrangement, the Council shall ensure that:
- (a) loans must be directly related to a specific program or service funded under this Arrangement and will not be made for personal use;
  - (b) its loan policy is in writing and available to its First Nation Members upon request; and
  - (c) all loans must be evidenced by an agreement in writing between the Council and each borrower.

**3.0 Disclosure**

- 3.1 The Council shall make the following information available to its First Nation Members upon request, and at no charge beyond the reasonable cost of reproducing the document:
- (a) this Arrangement including any Notice of Budget Adjustment or Amendment;
  - (b) the budget, the Management Development Plan, the Remedial Management Plan (if any), and any amendments to such plans;
  - (c) the Audit, including the auditor's report;
  - (d) completed evaluations of the programs or services funded, in whole or in part, pursuant to this Arrangement;

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- (e) policies, guidelines, written service standards and eligibility criteria and any other documents provided for in this Arrangement;
- (f) annual statement of accomplishments and achievements in respect of community activities.

#### **4.0 Redress**

- 4.1 The Council shall develop, implement and maintain policies and procedures to address disputes related to programs and services, which policies and procedures shall, at a minimum, provide for:
- (a) clearly defined and impartial dispute resolution mechanisms for initiating, presenting and resolving disputes including an opportunity for all parties to be heard;
  - (b) reasonable time frames within which disputes must be initiated and resolved;
  - (c) an appeal process; and
  - (d) appropriate remedies based upon the outcome of the dispute resolution.

## MUSHUAU INNU - CFA

PART D

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## PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F. Y. 2003 - 2004

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>INDIAN AND INUIT AFFAIRS PROGRAM - ACTIVITY STRUCTURE</b>																		
<b>LANDS AND TRUST SERVICES</b>																		
<b>LANDS (VAR) - PV 20101</b>																		
Land Management	02000	320	SCON															\$0
Land Purchases	02005	320	SCON															\$0
Forest Fire Protection	02006	322	SCON															\$0
<b>ENVIRONMENTAL PROTECTION AND NATURAL RESOURCES (VAR) - PV 20102</b>																		
Envir site Assess: Historical contam(Eli)	02012	304	SCON															\$0
Environmental Site Assessments: Accid'tal & oper'nal	02014	304	SCON															\$0
Contamination	02014	304	SCON															\$0
Site Remediation Monitoring: Accid'tal & oper'nal	02015	304	SCON															\$0
Contamination	02015	304	SCON															\$0
Environmental Site Assessments: First Nation	02016	304	SCON															\$0
Land Management Act	02016	304	SCON															\$0
Site Remediation Monitoring: F N Land Mngmt #	02017	304	SCON															\$0
Environmental Site Assess Self-Gov	02020	354	SCON															\$0
<b>INDIAN REGISTRATION AND BAND LISTS (VAR) - PV 20104</b>																		
Administration and	02040	324	3FTP															\$0
Support Services	02042	324	3FTP		\$1,323	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$0	\$0	\$0	\$5,231
Indian Registry Admin.	02042	324	3FTP															\$0
<b>BAND GOVERNANCE (VAR) - PV 20105</b>																		
Elections	02051	324	3FTP															\$0
Bylaws	02052	324	SCON															\$0
<b>TOTAL LANDS AND TRUST SERVICES</b>					\$1,323	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$434	\$0	\$0	\$0	\$5,231

To be completed by FSO prior to mailing to funding recipient:

INTERVENTION ASSESSMENT: RMP Required - Y or N  
 RMP in Place - Y or N  
 Co-mngmt in Place for 2003/04 - Y or N ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N )  
 3rd Party Mngmt in Place for 2003/04 - Y or N ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N ) ( Y or N )  
 FSO Signature W. Roberts Date March 5, 2003

PCM: 280	AGREEMENT NO: 2003/2004	COMMIT NO:	PAYEE:	COST ELE:	LINE OBJECT: 04771
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**MUSHUAU INNU - CFA**

PART D

05-Mar-03  
09:10:16 AM**PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN****F. Y. 2003 - 2004**

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>EDUCATION</b>																		
<b>ELEMENTARY/SECONDARY</b>																		
<b>ELEMENTARY/SECONDARY INSTRUCTIONAL SERVICES BAND OPERATED SCHOOLS (VAR) - PV 20208</b>																		
Instructional Services																		
Formula	02280		331	3FTP														\$0
Special Education	02281		331	3FTP														\$0
Administration - Instructional Services - Band Operated School	02282		331	3FTP														\$0
<b>ELEMENTARY/SECONDARY INSTRUCTIONAL SERVICES - PROVINCIAL SCHOOLS (VAR) - PV 20210</b>																		
Tuition Agreements	02290		331	SCON														\$0
Ancillary Services	02291		331	3FTP														\$0
Special Education	02292		331	3FTP														\$0
<b>EDUCATION INSTRUCTIONAL SERVICES (VAR) - PV 20212</b>																		
Student accommodations (All School Types)	02312		331	3FTP														\$0
Student Transportation Services (All School Types)	02313		331	3FTP														\$0
Financial Assistance (All School Types)	02314		331	3FTP														\$0
Guidance and Counselling	02315		331	3FTP														\$0
Advice and Assistance (Provincial Schools)	02316		331	3FTP														\$0
<b>CULTURAL CENTRES (VAR) - PV 20213</b>																		
Inuit Cultural Grant	02332		331	SCON														\$0
Cultural/Educ. Centres	02333		331	3FTP														\$0
<b>TOTAL ELEMENTARY/SECONDARY</b>					\$81,050	\$26,589	\$26,589	\$26,589	\$26,589	\$26,589	\$26,589	\$26,589	\$26,589	\$26,589	\$0	\$0	\$0	\$320,355

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ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>YOUTH STRATEGY</b>																		
<b>YOUTH STRATEGY PROGRAM (VAR) - PV 20214</b>																		
Co-op Education	02340	331	3FTP	<input type="checkbox"/>														\$0
<b>TOTAL YOUTH STRATEGY PROGRAM</b>																		\$0
<b>POST-SECONDARY</b>																		
<b>INDIAN STUDIES SUPPORT PROGRAM (VAR) - PV 20215</b>																		
Special Program	02350	331	3FTP	<input type="checkbox"/>														\$0
<b>POST-SECONDARY EDUCATION (VAR) - PV 20216</b>																		
Post-Secondary Education	02360	331	3FTP	<input type="checkbox"/>	\$45,004	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$0	\$0	\$0	\$177,880
Administration - Post				<input type="checkbox"/>														\$0
Secondary Education	02362	331	3FTP	<input type="checkbox"/>	\$45,004	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$0	\$0	\$0	\$177,880
<b>TOTAL POST-SECONDARY EDUCATION</b>					\$45,004	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$14,764	\$0	\$0	\$0	\$177,880
<b>TOTAL EDUCATION</b>					\$126,053	\$41,354	\$41,354	\$41,354	\$41,354	\$41,354	\$41,354	\$41,354	\$41,354	\$41,354	\$0	\$0	\$0	\$498,235



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PART D

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## PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F. Y. 2003 - 2004

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>SOCIAL SERVICES</b>																		
<b>SOCIAL ASSISTANCE</b>																		
<b>BASIC NEEDS (VAR) - PY 20217</b>																		
Basic Needs	02370		347	SCON														\$0
<b>SPECIAL NEEDS (VAR) - PY 20218</b>																		
Special Needs	02390		347	SCON	\$2,341	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$0	\$0	\$0	\$9,253
<b>SERVICE DELIVERY (VAR) - PY 20219</b>																		
Service Delivery	02401		347	3FTP														\$0
<b>TOTAL SOCIAL ASSISTANCE</b>					\$2,341	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$768	\$0	\$0	\$0	\$9,253
<b>SOCIAL SUPPORT SERVICES</b>																		
<b>CHILD AND FAMILY SERVICES (VAR) - PY 20221</b>																		
Maintenance - Institutions	02420		347	SCON														\$0
Maintenance - Foster Homes	02421		347	SCON														\$0
Maintenance - Group Homes	02422		347	SCON														\$0
Operations	02423		347	3FTP														\$0
Development	02424		347	3FTP														\$0
<b>FAMILY VIOLENCE (VAR) - PY 20222</b>																		
Family Violence	02430		347	3FTP	\$1,726	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$0	\$0	\$6,623
Emergency Shelters - Project Haven	02431		347	3FTP														\$0
Emergency Shelters - Non-Project Haven	02432		347	3FTP														\$0
<b>ADULT CARE (VAR) - PY 20223</b>																		
In-Home Care	02440		347	SCON	\$30,699	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$10,671	\$0	\$0	\$121,341
Institutional Care - Type I	02441		347	SCON														\$0
Institutional Care - Type II	02442		347	SCON														\$0
Service Delivery	02444		347	3FTP														\$0
Disabled	02447		347	SCON														\$0
<b>OTHER SOCIAL SERVICES (VAR) - PY 20224</b>																		
Service Delivery	02462		347	3FTP	\$15,180	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$4,980	\$0	\$0	\$60,000
Day-Care - C & F 3 (Headstart)	02463		347	SCON														\$0
<b>TOTAL SOCIAL SUPPORT SERVICES</b>					\$47,605	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$15,618	\$0	\$0	\$188,164
<b>TOTAL SOCIAL SERVICES</b>					\$49,947	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$16,386	\$0	\$0	\$197,417

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PART D

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## PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F. Y. 2003 - 2004

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>HOUSING</b>																		
<b>ON - RESERVE HOUSING CONSTRUCTION &amp; RENOVATION (VAR) - PY 20233</b>																		
Planning Design and Construction	02571	359	3FTP		\$48,578	\$15,936	\$15,936	\$15,936	\$15,936	\$15,936	\$15,936	\$15,936	\$15,936	\$15,936	\$0	\$0	\$0	\$192,000
Major Renovations, Extensions and Repairs	02572	359	3FTP		\$3,984	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$0	\$0	\$0	\$15,748
<b>ON-RESERVE O&amp;M HOUSING SUPPORT (VAR) - PY 20234</b>																		
Inspections	02580	363	3FTP		\$607	\$199	\$199	\$199	\$199	\$199	\$199	\$199	\$199	\$199	\$0	\$0	\$0	\$2,400
Housing Councils	02581	363	3FTP															\$0
Training	02582	363	3FTP															\$0
Advisory Services	02583	363	3FTP															\$0
Management Support	02584	363	3FTP		\$405	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$1,600
Technical Assistance	02585	363	3FTP															\$0
Planning	02586	363	3FTP															\$0
Demonstration Projects	02587	363	3FTP															\$0
Housing Policy Implementation	02588	363	3FTP															\$0
<b>HOUSING SERVICE DELIVERY (VAR) - PY 20236</b>																		
Service Delivery	02610	363	3FTP															\$0
<b>TOTAL HOUSING</b>					\$53,572	\$17,575	\$17,575	\$17,575	\$17,575	\$17,575	\$17,575	\$17,575	\$17,575	\$17,575	\$0	\$0	\$0	\$211,748

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## MUSHUAU INNU - CFA

PART D

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## PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F. Y. 2003 - 2004

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>INDIAN GOVERNMENT SUPPORT</b>																		
<b>TRIBAL COUNCIL FUNDING (VAR) - PY 20238</b>																		
Tribal Council Funding	02620	372	3FTP															\$0
<b>BAND SUPPORT FUNDING (VAR) - PY 20239</b>																		
Band Support Funding	02625	640	1GR		\$177,511	\$58,235	\$58,235	\$58,235	\$58,235	\$58,235	\$58,235	\$58,235	\$58,235	\$58,235	\$0	\$0	\$0	\$701,624
FY 2001/2002 - 5% BSF	02625	640	1GR															
<b>BAND EMPLOYEE BENEFITS (VAR) - PY 20240</b>																		
Band Employee Benefits	02630	372	3FTP		\$4,621	\$1,319	\$1,319	\$1,319	\$1,319	\$1,319	\$1,319	\$1,319	\$1,319	\$1,319	\$0	\$0	\$0	\$15,893
Band Employee Benefits	02630	372	5CON															\$0
<b>BAND ADVISORY SERVICES (VAR) - PY 20241</b>																		
Band Advisory Services	02635	372	3FTP															\$0
<b>INDIAN/INUIT MANAGEMENT DEVELOPMENT (VAR) - PY 20243</b>																		
Indian/Inuit Management	02650	372	3FTP		\$20,337	\$6,672	\$6,672	\$6,672	\$6,672	\$6,672	\$6,672	\$6,672	\$6,672	\$6,672	\$0	\$0	\$0	\$60,382
FY 2001/2002 - Balance 5% BSF	02650	372	3FTP		\$5,995	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$0	\$0	\$0	\$23,695
FY 2002/2003 - Balance 5% BSF	02650	372	3FTP		\$5,995	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$0	\$0	\$0	\$23,695
<b>COMPREHENSIVE COMMUNITY BASED PLANNING (VAR) - PY 20244</b>																		
Comprehensive Community-Based	02655	372	5CON															\$0
Funding																		
<b>CONSULTATION AND POLICY DEVELOPMENT (VAR) - PY 20247</b>																		
Association Support	02671	375	3FTP															\$0
Consultation	02672	375	3FTP															\$0
<b>CORE FUNDING (VAR) - PY 20248</b>																		
Core Funding	02680	675	1GR															\$0
<b>TOTAL - INDIAN GOVERNMENT SUPPORT</b>					\$213,859	\$70,159	\$70,159	\$70,159	\$70,159	\$70,159	\$70,159	\$70,159	\$70,159	\$70,159	\$0	\$0	\$0	\$845,289

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PART D

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## PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN

F. Y. 2003 - 2004

ACTIVITY	SC	VCC	AUTH	IPMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
<b>ECONOMIC DEVELOPMENT</b>																		
COMMUNITY ECONOMIC DEVELOPMENT (VAR) - PY 20249																		
CEEO Planning & Operations	02885		310	3P1P														
RESEARCH AND ADVOCACY (VAR) - PY 20252					\$41,856	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$13,732	\$0	\$0	\$165,440
Research	02700		315	SC0N														
<b>TOTAL ECONOMIC DEVELOPMENT</b>																		
<b>TOTALS</b>					\$1,646,182	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$0	\$0	\$6,506,649
<b>AS PER CASH MANAGEMENT POLICY</b>																		
<b>TOTALS</b>																		
APRIL					\$1,646,182	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$540,052	\$0	\$0	\$6,506,649

AS PER CASH MANAGEMENT POLICY

TOTALS

FIRST NATION AUTHORIZED SIGNATURE

APPROVED BY FUNDING SERVICES OFFICER

TPMS INPUT

DATE

DATE

DATE



## PART E

**PROGRAM DELIVERY AND REPORTING REQUIREMENTS**

**NOTE:** DETAILS ON MOST REPORTING REQUIREMENTS WILL BE FOUND IN THE FIRST NATIONS NATIONAL REPORTING GUIDE (FNNRG) UNDER THE TITLE SHOWN IN BRACKETS AND ITALICS WITHIN EACH SET OF REPORTING REQUIREMENTS SET OUT IN PART D.

**1.0 GENERAL****1.1 Environmental****Delivery Requirements:**

The Council shall:

- (a) complete and send to the Minister environmental information, in order for an environmental assessment decision to be made on Projects on reserve;
- (b) secure from the Minister an environmental assessment decision prior to implementing any Project funded through the Arrangement;
- (c) implement, as specified within the approved environmental screening report/s, all specified mitigation measures and/or follow-up program requirements; and
- (b) promptly notify the Minister if the intended results of the specified mitigation measures and/or follow-up program requirements are found to be inadequate.

**Reporting Requirements:**

The Council shall provide the Minister with a report, within ninety (90) days after the end of the fiscal year, reflecting that mitigation measures and/or follow-up program requirements have been completed for each Project.

(See FNNRG *Environmental Compliance Report* and CEAA - *Environmental Assessment Report*)

**1.2 Accountability****Delivery Requirements:**

Where a Management Development Plan is required, the Council shall implement the plan set out in PART H - Management Development Plan of this Arrangement within the periods of time provided therein.

**Reporting Requirements:**

The Council shall submit to the Minister a copy of any changes to its Management Development Plan.



**2.0 INDIAN AND INUIT PROGRAMMING****2.1 Lands and Trust Services****2.1.1(a) Land Management****Delivery Requirements:**

The Council shall:

- (a) provide core and transaction services in accordance with the *DIAND Land Management Manual* as amended from time to time; and
- (b) notify the Minister of rental arrears, outstanding permit fees over thirty (30) days in arrears, any breaches of lease/permits terms and conditions and any other issues.

**Reporting Requirements:**

The Council shall provide a report on the services provided and the number and types of transactions administered for the previous fiscal year. (See *FNNRG Summary Report of Land Management Transactions*)

**2.2 Indian Registration and Band Lists****Delivery Requirements:**

The Indian Registry Administrator appointed by the Council shall:

- (a) provide information to the Registrar of Indians for the purpose of maintaining the Indian Register and, if the band does not control its own membership under section 10 of the *Indian Act*, for the maintenance of band lists in accordance with the *DIAND Indian Registry Reporting Manual* and policies issued by the Registrar, all as amended from time to time; and
- (b) upon request by the individual, ensure the issuance of Certificate of Indian Status cards to registered Indians affiliated with the band in accordance with the *DIAND Policy on the Issuance of Certificates of Indian Status*, as amended from time to time.

**Reporting Requirements:**

The Indian Registry Administrator appointed by the Council shall provide the Minister, on at least a monthly basis, with registration and, if applicable, band membership list information as required in the *Indian Registry Reporting Manual* and information in the Certificate of Indian Status Register as required in the *Policy on the Issuance of Certificates of Indian Status*. (See *FNNRG Indian Registry Data Entry; Indian Register Events Reports Summary and Certificate of Indian Status Register*)

**2.3 Band Governance****Delivery Requirements:**

The Council shall, in the year of a band council election:

- (a) appoint an electoral officer, in accordance with section 2 of the *Indian Band Election Regulations*, where the band is governed by the electoral provisions in section 74 of the *Indian Act*, or in accordance with the First Nation's custom election codes; and
- (b) where the Council is governed by the electoral provisions in section 74 of the *Indian Act* and controls its own membership pursuant to section 10 of the *Indian Act*, provide to the electoral officer, in accordance with

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subsections 4.1(a) and 4.1(1) of the *Indian Band Election Regulations*, a list of the names of all electors and the last known addresses of all electors who do not reside on the reserve at least seventy-nine (79) days prior to the scheduled election; and

- (c) where the Council is governed by the electoral provisions in section 74 of the *Indian Act* and does not control its own membership, provide to the electoral officer, in accordance with subsections 4.1(b) and 4.1.(1) of the *Indian Band Election Regulations*, a list of the names of all electors, provided by DIAND's Indian Registration and Band Lists Registrar, and the last known addresses of all electors who do not reside on the reserve at least seventy-nine (79) days prior to the scheduled election.

#### Reporting Requirements:

If an election is held pursuant to section 74 of the *Indian Act*, the electoral officer shall provide the department with a detailed election report within two (2) weeks of an election held. (See FNNRG *Electoral Officer's Report*)

If an election is held pursuant to the First Nation's custom election code, the Council shall provide the department with the names of the successful candidates, the date of the election and the term of office within two (2) weeks of an election held. (See FNNRG *Custom Election Report*).

### 2.4 Resource Access Negotiation Program

#### Delivery Requirements:

The Council shall administer the projects supported under the Resource Access Negotiation Program as negotiated with DIAND and in accordance with departmentally defined program criteria.

#### Reporting Requirements:

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *Resource Access Negotiations Program End of Project Form*)

### 3.0 FIRST NATIONS FUNDING

#### 3.1 Elementary/Secondary Instructional Services

#### Delivery Requirements:

The Council shall ensure that registered Indian students ordinarily resident on reserve or on lands belonging to Her Majesty in Right of Canada or the Province of Newfoundland and Labrador and other students for whose education the Minister accepts funding responsibility, have access to one or more of the following:

- (a) instructional and support services in a band school that provides provincially recognized programs of study and employs only provincially certificated teachers;
- (b) instructional services, other than classroom instruction, in a federal school; and
- (c) instructional services (regular tuition and ancillary services) and education instructional support services (advice and assistance, committees and boards) in a provincial school.

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In the case of band-operated schools:

- (a) education standards shall allow students to transfer to an equivalent grade in another school within the school system of the Province of Newfoundland and Labrador.

Reporting Requirements:

The Council shall provide the Minister:

- (a) by October 15th:
  - (i) the nominal roll of students enrolled, as of September 30, using the forms and format prescribed by the department (See FNNRG *Nominal Roll Student Census Report*);
  - (ii) an annual Program Certification (See FNNRG *Annual Certification of Teachers and Curriculum*); and
  - (iii) reports in respect of provincial instructional services. (See FNNRG *Provincial/Territorial Educational Services Report*)

### 3.2 Post-secondary Education

Delivery Requirements:

- (a) The Council shall administer the Post-Secondary Student Support Program for treaty/registered Indians living on and off reserve, ordinarily resident in Canada and by applying the departmental eligibility requirements.
- (b) The Council may use administrative procedures and allowance and rate schedules that it has formally defined and made public. There shall be an established process through which administrative decisions may be appealed.

Reporting Requirements:

The Council shall provide the Minister with a report on:

- (a) the students receiving post-secondary funding as of November 1, in approved Post-Secondary Institutions by December 31st in accordance with the Post-Secondary Student Support Program Policy, section 10, Student Registry. (See FNNRG *Register of Post-Secondary Students and Register of Post-Secondary Graduates/Summary Total of Post-Secondary Funded Students*)

### 3.4 Social Assistance

#### 3.4.1 General

Social assistance programs will provide social assistance and social services, based on provincial standards, to all eligible recipients who are in need of financial assistance, care, support and protection.



#### 3.4.2 Social Assistance (Basic Needs and Special Needs)

##### Delivery Requirements:

The Council shall:

- (a) administer social assistance funds to provide for basic and special needs in accordance with the program standards described in the *DIAND Regional Social Assistance Policy and Procedures Manual* which may be amended from time to time; and
- (b) participate in a program review in accordance with the DIAND policy.

##### Reporting Requirements:

The Council shall submit Social Assistance Program Reports on a monthly basis using the forms, format and definitions prescribed in the manual. (See *FNNRG Social Assistance Monthly Report*)

#### 3.4.3 National Child Benefit Reinvestment Program

##### Delivery Requirements:

The Council shall administer National Child Benefit Reinvestment Programs in accordance with its approved proposal.

##### Reporting Requirements:

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*. (See *FNNRG National Child Benefit (NCB) First Nations Annual Report on Reinvestment*)

### 3.5 Child and Family Services

##### Delivery Requirements:

The Council shall administer the Child and Family services activities in accordance with *DIAND's Directive 20-1 First Nations Child and Family Services* as amended from time to time.

##### Reporting Requirements:

The Council shall submit the reporting requirements as specified in *DIAND's Directive 20-1 First Nations Child and Family Services* as amended from time to time. (See *FNNRG Child and Family Services Maintenance Monthly Report and Child and Family Services Operational Report*)

### 3.6 Family Violence

##### Delivery Requirements:

The Council shall administer the Family Violence Program in accordance with the Council's proposal. This proposal will follow regionally approved criteria which have been established with regional Indian organizations.

##### Reporting Requirements:

The Council shall:

- (a) submit a self-evaluation report which follows regional criteria; and

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- (b) participate in the national evaluation of the Family Violence Program if requested by the Minister.

(See FNNRG *Family Violence Projects Annual Report and Family Violence Shelters Annual Report*)

### 3.7 Adult Care

#### Delivery Requirements:

The Council shall administer the Adult Care services in accordance with the regional directives on Adult Care as amended from time to time.

#### Reporting Requirements:

The Council shall provide to the Minister 15 days after month end:

- (a) information on expenditures and services provided and the number of clients served. (See FNNRG *Adult Services Monthly Report*); and
- (b) a written report on the activities carried out and results obtained relative to the Integration of Disabled Persons. (See FNNRG *National Strategy for Integration of Persons with Disabilities Annual Report*)

### 3.9 Band Support Funding

#### Reporting Requirements:

Where a new program from the Minister has been devolved to the Council, the Council shall submit the "Application for Grant Band Support Funding" by June 30th to permit the calculation of eligible funding levels. (See FNNRG *Application for Grant Band Support Funding*)

### 3.10 Indian/Inuit Management Development

#### Delivery Requirements:

The Council agrees to administer the Indian/Inuit Management Development activity in accordance with mutually approved training strategies.

#### Reporting Requirements:

(See FNNRG *Indian/Inuit Management Development (IIMD) Program Proposal*)

### 3.11 Band Employee Benefits

#### Delivery Requirements:

The eligible employers must ensure that the pension plan is registered and remains in good standing with the Office of the Superintendent of Financial Institution Canada (OSFI) under the *Pension Benefits Standards Act, 1985* (PBSA) and Canada Customs and Revenue Agency.

#### Reporting Requirements:

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*.

(See FNNRG *Application for Band Employee Benefits Funding, List of Eligible Employees and Pension Plan Funding Annual Report*)



**3.12 Operation and Maintenance of Infrastructure Assets and Facilities****3.12.1 General****Delivery Requirements:**

The Council shall:

- (a) provide for the preservation of public health, safety and the environment; and
- (b) at a minimum, adhere to all the applicable codes and standards for design, construction, operation and maintenance of facilities.

**3.12.2 Operation and Maintenance of Infrastructure - Assets and Facilities****Delivery Requirements:**

The Council shall carry out the community facility operation and maintenance in accordance with a maintenance plan approved by the Council and available to the department that identifies:

- (a) an up-to-date inventory of all assets for which O&M funds are provided by the Minister;
- (b) the maintenance activities, and their frequencies that will be conducted for each facility and asset;
- (c) an estimate of the total annual costs of operating and maintaining all community facilities for which funding is to be provided by the Minister;
- (d) measures to ensure that satisfactorily trained personnel are available at all times to operate and maintain technical systems (e.g. water and wastewater treatment plants and other technical systems) according to the design standards of the specific plant or equipment; and
- (e) arrange for the provision of fire protection services.

**Reporting Requirements:**

The Council shall provide to the Minister:

- (a) a Fire Protection Services and Fire Losses report as set out in the *First Nations National Reporting Guide* (See FNNRG *Fire Protection Services Summary Report and Fire Losses Annual Report*); and
- (b) by March 31<sup>st</sup> the necessary data to update the Capital Asset Inventory System (CAIS), the Annual Update of Asset Condition Report System (ACRS), the Capital Management Data Base (CMDB) and the Housing and Infrastructure Assets (H&IA) web site according to regional practices. (See FNNRG *Changes in Capital Assets; Completed ACRS Project Annual Report; Maintenance Management Plan Annual Report; Asset Operation and Maintenance (O&M) Review; Housing and Infrastructure Assets Annual Report and Schools Annual Report*)

### 3.13 Community Capital Facilities Service Delivery, Including Housing

NOTE: UNDER THIS SECTION A MINOR CAPITAL PROJECT MEANS A CAPITAL PROJECT NOT EXCEEDING \$1.5 MILLION, A MAJOR CAPITAL PROJECT MEANS A CAPITAL PROJECT EXCEEDING \$1.5 MILLION.

#### Delivery Requirements:

The Council shall:

- (a) relative to minor, major and housing capital projects, for each of the projects listed in the approved capital and site plan, prepare and carry out a project implementation plan, appropriate to the size and nature of the project, which will:
  - (i) provide a complete description of the project scope of work;
  - (ii) provide a project schedule with milestones and cost estimates for each project phase;
  - (iii) outline the project management and implementation regime;
  - (iv) confirm that the appointed project manager(s) will have experience and qualifications commensurate with the scope and complexity of each project; and,
  - (v) obtain all inspections by duly qualified inspectors needed to certify compliance with all applicable federal and provincial codes and standards and in accordance with departmental level of service standards, as may be amended from time to time.
- (b) relative to minor, major and housing capital projects, ensure that appropriate professionals, licensed in the province / territory in which the work is being done, have been or will be retained to conduct the stamping and/or certification of all designs and to carry out inspections of the work where the public health and safety are involved or where the work is beyond the competence of a technician or technologist and to provide as built drawings;
- (c) relative to minor and major capital projects, ensure that the designs for all public access buildings are approved by the Labour Canada - Fire Commissioner's office, and that facilities under construction are inspected by them in order to ensure that fire codes are met; and
- (d) relative to housing capital projects, ensure that all housing construction projects are inspected by qualified inspectors for compliance with code requirements at, as a minimum, the following stages: site, foundation, framing and completion; and
- (e) relative to federally funded capital projects, excluding housing, follow the tendering policy of the department, where the Council does not have a tendering policy in place. The Council shall call tenders to ensure best value, prudence, probity and sound contract management. Best value may include consideration of opportunities to secure socio-economic benefits on behalf of the community. Where the general contracting approach is used, the Council shall:
  - (i) where the total cost of the contract for the construction work is estimated at more than \$500,000 - call for open tenders and publicly advertise them;
  - (ii) where the total cost of the contract for the construction work is estimated at between \$100,000 and \$500,000 - use one of the following two competitive tendering options:
    - an open tender through public advertisement; and/or
    - an invited tender where bids are invited from a selected list of at least three qualified contractors, which could be qualified Aboriginal contractors or suppliers

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- (iii) where the total cost of the contract for the construction work is estimated at less than \$100,000 - award the contract in a manner that ensures value for money.

Where the construction management approach is used, the Council shall:

- (i) where the total cost of the contract for the construction work is estimated at more than \$100,000 - call for open tenders and publicly advertise them;
- (ii) where the total cost of the contract for the construction work is estimated at between \$25,000 and \$100,000 - use one of the following two competitive tendering options:
- an open tender through public advertisement; and/or
  - an invited tender where bids are invited from a selected list of at least three qualified contractors, which could be qualified Aboriginal contractors or suppliers
- (iii) where the total cost of the contract for the construction work is estimated at less than \$25,000 - award the contract in a manner that ensures value for money.

#### Reporting Requirements:

The Council shall provide:

- (a) relative to minor and major capital projects, progress reports for each project based on mutually agreed reporting frequencies. The reports will include:
- (i) planned versus actual physical progress;
  - (ii) planned versus actual financial progress; and
  - (iii) explanation of variances against plan.  
(See FNNRG *Progress Report on Capital Projects*)
- (b) final Certificate of completion from an appropriate technical authority confirming that:
- (i) all project details are finalized;
  - (ii) there are no outstanding defects, deficiencies, incomplete work, claims or payments; and
  - (iii) construction meets all applicable codes and standards.  
(See FNNRG *Certificate of Completion for Capital Projects*)
- (c) relative to minor and major capital projects, by March 31<sup>st</sup>, provide an update of the band's five (5) year capital plan as a basis for requesting capital funding for the upcoming fiscal year.  
(See FNNRG *Five-Year Capital Plan Annual Update*)
- (d) the Minister with a copy of any changes to its tendering policy for construction contracts.



**3.13.1 Community-based On reserve Housing Program****Delivery Requirement:**

The Council shall have in place multi-year community-based housing plans that address the following elements:

- (a) maximize the life expectancy (through sound maintenance repair and insurance practices);
- (b) rehabilitation of existing stock through an acceptable standard, such as the CMHC Residential Rehabilitation Assistance Program;
- (c) reduction in overcrowding (expansion to existing houses and new construction to an acceptable standard, but not less than the National Building Code);
- (d) linkages to job creation, training/skills development and economic and business development; and
- (e) a resource plan.

The Council shall provide annual updates to the community-based housing plan.

Housing funds can be used for all housing related activities including maintenance and insurance, renovations, new construction, debt charges, training, management and administrative expenses.

Where a community wide shelter charge regime is put into place, the social assistance program will provide shelter allowances to eligible households to cover such charges (rents or ownership costs). Shelter charges will be consistent with provincial social assistance programs and charges must customarily be collected whether or not the house is occupied by a social assistance recipient. Any shelter charges for social assistance dependent households that would result in an increased demand on social assistance funding must be offset from other funds, usually funds available for housing. There must be no incremental cost to the Minister beyond current resources.

**Reporting Requirement:**

The Council shall submit reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *Community-Based Housing Plan Annual Report*)

**3.14 Economic Development****Delivery Requirements:**

The Council shall administer (Community Economic Development, Opportunity Fund, Resource Acquisition Initiative Program, Major Business Projects Program Regional Partnerships Fund and Resource Partnerships Program) activities in accordance with departmentally defined program criteria.

**Reporting Requirements:**

The Council shall submit an annual Economic Development Report to the Minister describing its activities and results for the current fiscal year. Where the Council receives an Opportunity Fund, Resource Acquisition Initiative Program, Major Business Projects Program, Resource Partnership Program and/or Regional Partnership Fund contribution, the Council shall submit the reports as set out in the *First Nations National Reporting Guide*.  
(See FNNRG *Economic Development Report, Opportunity Fund/Resource Acquisition Initiative/Major Business Projects Program Status Report, Resource Partnership Program Project Status Report and Regional Partnership Fund Project Status Report*)

**3.15 Self-Government (Including Community Negotiations)****Delivery Requirements:**

The Council shall administer the self-government activities in accordance with the negotiated workplan and agreed upon terms and conditions.

**Reporting Requirements:**

The Council shall provide the Minister with status reports, established in conjunction with the federal and Council negotiators and with the provincial negotiator, where appropriate, and with a final report within ninety (90) days after the end of the fiscal year for which the Council is reporting.

**3.16 Youth Employment Strategy****Delivery Requirements:**

The Council shall conduct the Youth Employment Strategy in accordance with all terms and conditions which form part of the Council's approved program application.

**Reporting Requirements:**

The Council shall submit reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *First Nations and Inuit Youth Employment Strategy Evaluation Reports*)



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## PART F

ADJUSTMENT FACTORS

**INDIAN AND INUIT PROGRAMMING  
(ACT)  
LANDS AND TRUST SERVICES  
(SUB-ACT)**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>○ Lands (VAR),<br/>Registry (SC)</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Environmental Protection<br/>Natural Resources (VAR),<br/>Resource Access Negotiation (SC).</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budget is set on a proposal basis.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Lands (VAR),               <ul style="list-style-type: none"> <li>• Lands Management (SC); and</li> <li>• Forest Fire Protection (SC)</li> </ul> </li> </ul>        | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Band Governance (VAR),               <ul style="list-style-type: none"> <li>• Elections (SC).</li> </ul> </li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of each Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Indian Registration and<br/>Band Lists (VAR);<br/>Band Governance (VAR),               <ul style="list-style-type: none"> <li>• Bylaws (SC).</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments may be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Elementary/Secondary Instructional<br/>Services - Band Operated Schools<br/>(VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the Arrangement based on the previous year's nominal roll and agreed upon trends and no adjustments will be made during the life of the Arrangement.</li> </ul> |
| <p>Elementary/Secondary Instructional<br/>Services- Provincial Schools (VAR),</p>  |  |
| <ul style="list-style-type: none"> <li>○ Tuition Agreements (SC)</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budgets are set at start of arrangement and adjusted based on the accepted September nominal roll.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Ancillary Services</li> </ul>   | <ul style="list-style-type: none"> <li>○ Budget is established at the start of the arrangement based on previous years nominal roll and no adjustments will be made during the life of the arrangement.</li> </ul>                         |
| <ul style="list-style-type: none"> <li>○ Special Education</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budget is set on a proposal basis.</li> </ul>   |

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|--|---|
| <ul style="list-style-type: none"> <li>○ Cultural Centres (VAR),             <ul style="list-style-type: none"> <li>• Cultural Educational Centres (SC)</li> </ul> </li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of each Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Youth Employment Strategy (VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set on a proposal basis.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Post-Secondary Education Indian Studies Support Program (VAR); and Post Secondary Education</li> </ul>                                  | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the Arrangement and no adjustments will be made during the life of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Social Maintenance - Basic Needs (VAR)</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement based on past expenditures and agreed upon trends. Adjustments may be made to the budget in accordance with projections and actual approved expenditures to March 31/2001.</li> </ul>                              |
| <ul style="list-style-type: none"> <li>○ Social Maintenance-Special Needs (VAR).</li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement and no further adjustments will be made during the term of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Social Maintenance - Service Delivery (VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ No further volume adjustments will be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ <u>Child and Family Services</u><br/>Maintenance - Institutions<br/>Maintenance - Foster Homes<br/>Maintenance - Group Homes</li> </ul> | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement based on actual costs at provincial rates for provision of Child Welfare Services. Adjustments may be made to the budget in accordance with projections and actual approved expenditures to March 31st.</li> </ul> |
| <ul style="list-style-type: none"> <li>○ <u>Adult Care</u><br/>In-Home Care</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement and no further adjustments will be made during the life of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Family Violence</li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>  |

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- Acquisition and Construction of Education Capital Assets and Facilities
  - Fire Protection
  - Roads and Bridges
  - Sanitation System
  - Water Systems
  - Municipal Services
  - Community Buildings
  - Capital Plan - Projects-Infrastructure

\* Capital projects up to 1.5 million are funded as FTP - over 1.5 million are funded as Contribution.

- Acquisition and Construction of Education Capital Assets and Facilities
  - Funding Joint Schools
  - Fit-Up of Education Facilities
  - Schools Plan, Design & Construction
  - Furnit., Equip. & Furnishings - Schools
  - Renovations

**NOTE: CAPITAL PROJECTS UP TO \$1.5 MILLION ARE FUNDED AS FTP; AND OVER \$1.5 MILLION ARE FUNDED AS CONTRIBUTIONS.**

- Operation and Maintenance of Infrastructure Assets and Facilities (VAR); and  
Operation and Maintenance of Education Assets and Facilities (VAR)

- On-Reserve O&M Housing Support (VAR);  
Community-Based On-Reserve Housing Program (VAR); and  
Housing Service Delivery (VAR).

- Band Employee Benefits (VAR);

- Indian/Inuit Management Development (VAR).

- Comprehensive Community Based Planning (VAR) -  
Community Development

- The budget is set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget is set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget will be set at the start of the Arrangement based on the actual eligible assets identified under Capital Assets Inventory System (CAIS).

- The budget will be set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.

- The budget is set on a proposal basis.

- The budget will be set at the start of the arrangement and no adjustments will be made during the life of the arrangement.

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- Community Economic Development (VAR),
- Economic Development - Regional Opportunities (VAR),  
Economic Development  
- Commercial Development (VAR),  
and Economic Development  
Research and Advocacy (VAR).
- The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the arrangement
- Budget is set on a proposal basis.

#### OTHER GOVERNMENT DEPARTMENTS

- Solicitor General
- The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.



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## PART G

<b>1.0 GENERAL</b>		
<b>1.1 Environmental</b>	<ul style="list-style-type: none"> <li>- Environmental Compliance Report</li> <li>- CEAA - Environmental Assessment Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due 90 days after end of fiscal year</li> <li>- Due prior to approval of any project with potential environmental impact</li> </ul>
<b>1.2 Accountability</b>	- Management Development Plan (as per PART H)	
<b>2.0 INDIAN AND INUIT PROGRAMMING</b>		
<b>2.1 Lands and Trust Services</b>		
<b>2.1.1(a) Land Management with delegated authority under section 53 or 60 of the <i>Indian Act</i></b>	<ul style="list-style-type: none"> <li>- Quarterly Report on Rentals and Receivables</li> <li>- Summary Report of Land Management Transactions</li> </ul>	<ul style="list-style-type: none"> <li>- Due annually or twice-yearly (Regions to specify date)</li> <li>- Due on a project-by-project basis</li> </ul>
<b>2.1.1(b) Land Management without delegated authority under section 53 or 60 of the <i>Indian Act</i></b>	- Summary Report of Land Management Transactions	<ul style="list-style-type: none"> <li>- Due on a project-by-project basis</li> </ul>
<b>2.2 Indian Registration and Band Lists</b>	<ul style="list-style-type: none"> <li>- Indian Registry Data Entry</li> <li>- Indian Register Events Reports Summary</li> <li>- Certificate of Indian Status Register</li> </ul>	<ul style="list-style-type: none"> <li>- Due monthly</li> <li>- Due monthly</li> <li>- Due monthly</li> </ul>
<b>2.3 Band Governance</b>	<ul style="list-style-type: none"> <li>- Electoral Officer's Report</li> <li>- Custom Election Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due 2 weeks after an election</li> <li>- Due 2 weeks after an election</li> </ul>



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2.4 Resource Access Negotiation Program	- Resource Access Negotiations Program End of Project Form	- Due annually
3.0 FIRST NATIONS FUNDING		
3.1 Elementary/Secondary Instructional Services	<ul style="list-style-type: none"> <li>- School Evaluation Report</li> <li>- Nominal Roll Student Census Report</li> <li>- Annual Certification of Teachers and Curriculum</li> <li>- Provincial/Territorial Educational Services Report</li> </ul>	<ul style="list-style-type: none"> <li>- Specify dates for school evaluations due on (or indicate not applicable)</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> </ul>
3.2 Cultural Centres	- Cultural Education Annual Activity Report	- Due annually
3.3 Post-Secondary Education	<ul style="list-style-type: none"> <li>- Register of Post-Secondary Students</li> <li>- Indian Studies Support Program</li> <li>- Register of Post-Secondary Graduates/Summary Total of Post-Secondary Funded Students</li> </ul>	<ul style="list-style-type: none"> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> </ul>
3.4 Social Assistance		
3.4.1 General		
3.4.2 Social Assistance (Basic Needs and Special Needs)	- Social Assistance Monthly Report	- Due monthly
3.4.3 National Child Benefit Reinvestment Program	- National Child Benefit (NCB) First Nations Annual Report on Reinvestment	
3.5 Child and Family Services	<ul style="list-style-type: none"> <li>- Child and Family Services Maintenance Monthly Report</li> <li>- Child and Family Services Operational Report</li> </ul>	- Due monthly

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3.6 Family Violence	<ul style="list-style-type: none"> <li>- Family Violence Projects Annual Report</li> <li>- Family Violence Shelters Annual Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due on a project-by-project basis</li> <li>- Due on a project-by-project basis</li> </ul>
3.7 Adult Care	<ul style="list-style-type: none"> <li>- Adult Services Monthly Report</li> <li>- National Strategy for Integration of Persons with Disabilities Annual Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due monthly</li> <li>- Due annually</li> </ul>
3.8 Band Advisory Services	<ul style="list-style-type: none"> <li>- Eligible Unaffiliated Large Band Advisory Services Annual Report</li> </ul>	
3.9 Band Support Funding	<ul style="list-style-type: none"> <li>- Application for Grant Band Support Funding</li> </ul>	
3.10 Indian/Inuit Management Development	<ul style="list-style-type: none"> <li>- Indian/Inuit Management Development (IIMD) Program Proposal</li> </ul>	<ul style="list-style-type: none"> <li>- Due on a project-to-project basis</li> </ul>
3.11 Band Employee Benefits	<ul style="list-style-type: none"> <li>- Application for Band Employee Benefits Funding</li> <li>- List of Eligible Employees</li> <li>- Pension Plan Funding Annual Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> </ul>

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<b>3.12 Operation and Maintenance of Infrastructure</b> <b>3.12.1 General</b>  <b>3.12.2 Operation and Maintenance of Infrastructure - Assets and Facilities</b>	<ul style="list-style-type: none"> <li>- Fire Protection Services Summary Report</li> <li>- Fire Losses Annual Report</li> <li>- Changes in Capital Assets</li> <li>- Completed ACRS Project Annual Report</li> <li>- Maintenance Management Plan Annual Report</li> <li>- Asset Operation and Maintenance (O&amp;M) Review Annual Report</li> <li>- Housing and Infrastructure Assets Annual Report</li> <li>- Schools Annual Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> <li>- Due annually</li> </ul>
<b>3.13 Community Capital Facilities Service Delivery, Including Housing</b>	<ul style="list-style-type: none"> <li>- Progress Report on Capital Projects</li> <li>- Certificate of Completion for Capital Projects</li> <li>- Five-Year Capital Plan Annual Update</li> <li>- Community-Based Housing Plan Annual Report</li> <li>- Changes to Tendering Policy</li> </ul>	<ul style="list-style-type: none"> <li>- Due monthly, or as agreed upon in agreement</li> <li>- Due 90 days after completion of project</li> <li>- Due annually</li> <li>- Due annually</li> </ul>
<b>3.14 Economic Development</b>	<ul style="list-style-type: none"> <li>- Economic Development Report</li> <li>- Opportunity Fund/Resource Acquisition Initiative/Major Business Projects Program Status Report</li> <li>- Resource Partnership Program Project Status Report</li> <li>- Regional Partnership Fund Project Status Report</li> </ul>	<ul style="list-style-type: none"> <li>- Due annually</li> </ul>
<b>3.15 Self-Government</b>	<ul style="list-style-type: none"> <li>- Status reports on negotiations outlining activities, progress and financial expenditures</li> </ul>	

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3.16 Youth Employment Strategy	- First Nations and Inuit Youth Employment Strategy Evaluation Reports	- Due annually
4.0 AUDIT	- Annual audited financial statements	- Due 120 days after end of fiscal year

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**PART H**

**MANAGEMENT DEVELOPMENT PLAN**

Note: Here will be attached the Council's Management Development Plan, if any.

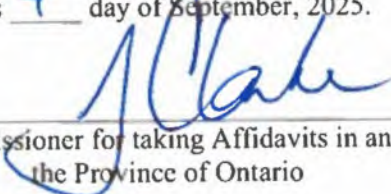
CIDM #68651



2024 01G CP 0064

This is **Exhibit 23** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

15 MAY 2003

**COMPREHENSIVE FUNDING ARRANGEMENT**

**INNU NATION**

**FOR**

**2003/2004**

Agreement No.: 2003-2004-2-00-01095-0000

**COMPREHENSIVE FUNDING ARRANGEMENT  
ARTICLES OF AGREEMENT**

This Comprehensive Funding Arrangement hereinafter referred to as the "Arrangement" is made the \_\_\_ day of \_\_\_\_\_ 2003.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as the "Minister")

**AND**

**THE INNU NATION**  
as represented by the Executive Council  
(hereinafter referred to as the "Council")

WHEREAS the Minister is providing funding for the delivery of programs and services for the benefit of the Community Members represented by the Council;

WHEREAS the Council is expending funds to deliver programs and services on behalf of the Community Members whom they represent; and

WHEREAS the Council recognizes a responsibility to:

- A. maintain a soundly administered and managed organization;
- B. maintain processes and procedures to facilitate program management and to support financial control; and
- C. account to Community Members in regard to the use of funds provided, results achieved with those funds in terms of programs and services delivered and the overall financial position of the Council.

WHEREAS nothing in this Arrangement is to be construed so as to abrogate or derogate from any existing aboriginal or treaty rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

**NOW THEREFORE THE MINISTER AND THE COUNCIL AGREE TO THE FOLLOWING:****1.0 ARRANGEMENT**

- 1.1 This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - Program Delivery and Reporting Requirements
- PART F - Adjustment Factors
- PART G - Schedule of Reporting Requirement Due Dates
- PART H - Management Development Plan

**2.0 ARRANGEMENT AMOUNT**

- 2.1 The Minister agrees to provide an amount of up to Six hundred and seventeen thousand and eight hundred dollars (\$617,800) to the Council in accordance with the terms and conditions of this Arrangement.

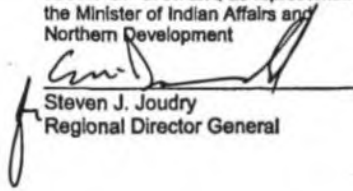
**3.0 DURATION OF THE ARRANGEMENT**

- 3.1 This Arrangement shall be in effect from April 1, 2003 until March 31, 2004 subject to the termination provisions contained in this Arrangement.


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This Arrangement has been executed by the Minister and the Council by their duly authorized representatives.

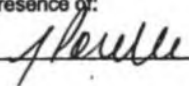
SIGNED ON BEHALF OF HER  
MAJESTY THE QUEEN IN  
RIGHT OF CANADA, as represented by  
the Minister of Indian Affairs and  
Northern Development

  
Steven J. Joudry  
Regional Director General

SIGNED ON BEHALF OF THE  
INNU NATION by:

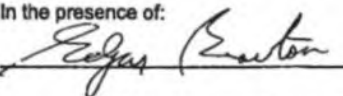
  
Peter Penashue  
President

In the presence of:

  
\_\_\_\_\_

Date: MAY 20 2003

In the presence of:

  
\_\_\_\_\_

Date: May 12, 2003

Agreement No.: 2003-2004-2-00-01095-0000

**PART A****DEFINITIONS****AGENCY**

An authority, board, committee, other entity or, in the case of a Tribal Council, a Member First Nation, authorized to act on behalf of the Council.

**AMENDMENT**

A formal change to the terms and conditions of this Arrangement which is executed by both parties.

**AUDIT**

The Council's annual consolidated financial statements prepared in accordance with subsection 2.4.3 of PART B - General Terms and Conditions.

**CANADIAN ENVIRONMENTAL ASSESSMENT ACT (CEAA)**

Means an Act to establish a federal environmental assessment process.

**CAPITAL**

Funding to identify, plan, design, construct, renovate or purchase assets for education, housing or community infrastructure purposes, where such assets have a useful life of more than one year and are not held for resale.

**CO-MANAGEMENT AGREEMENT**

An agreement entered into between the Council and a third party acceptable to both the Council and the Minister for the purpose of jointly managing the Council's obligations under this Arrangement where the Council is in default.

**COMPREHENSIVE FUNDING ARRANGEMENT (CFA)**

A funding arrangement containing programs funded by means of Contributions, Flexible Transfer Payments and Grants.

**COMMUNITY**

Refers to the persons and geographic area represented by the Council and for the benefit of which funds are provided under this Arrangement.

**CONTRIBUTION OR CONTR**

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to the Crown.

**DEFICIT**

The amount by which funds expended by the Council exceed funds provided by the Minister and those provided by other sources for delivery of a service or capital project, after all program terms and conditions have been fulfilled by the Council.

**DEPARTMENT OR DIAND**

The Department of Indian Affairs and Northern Development.

**DIAND APPROVED CAPITAL PLAN**

A plan approved by the Minister, that identifies the Council's capital projects, scheduled by priority, with cost estimates that may be amended as data is refined. It shall cover a five (5) year period and contain funded and unfunded projects.



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**ENVIRONMENTAL ASSESSMENT**

An assessment of the environmental effects of a project conducted in accordance with the requirements of *CEAA*, under the legislative jurisdiction of *CEAA*, or under the process defined in the *DIAND Financial Policies and Procedures Manual* (Volume 3), Transfer Payments (Part 5), Chapter 5.2, as amended from time to time, which provides for the application of an environmental assessment process for DIAND funded projects where *CEAA* is not triggered due to the absence of the *Indian Lands and Funding Regulations* (*ILFR-CEAA* section 59(l)).

**ENVIRONMENTAL ASSESSMENT DECISION**

A decision approved by the Minister or the Council concerning any environmental action required as part of the project.

**ENVIRONMENTAL SCREENING REPORT**

A report that summarizes the results of an environmental screening.

**FIRST NATION**

A "band" within the meaning of the *Indian Act*.

**FLEXIBLE TRANSFER PAYMENT OR FTP**

A conditional transfer payment for a specified purpose for which unexpended balances may be retained by the Council, provided that the program terms and conditions have been fulfilled by the Council. Any Deficit is the responsibility of the Council.

**GRANT**

An unconditional transfer payment.

**MANAGEMENT DEVELOPMENT PLAN**

A plan developed by the Council, and approved by the Council and the Minister attached as PART H - Management Development Plan, which addresses any recommendations identified in the assessment of the Council's administrative, accountability and management practices undertaken prior to the execution of this Arrangement and includes any amendments to that plan as agreed to by the Council and the Minister.

**MEMBER**

A person who is registered as an "Indian" within the meaning of the *Indian Act* and whose name appears on the band list of the Council.

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for programs and services in accordance with the Council's estimated monthly cash requirement.

**NOTICE OF BUDGET ADJUSTMENT**

Changes to a program funding level, calculated in accordance with predetermined adjustment factors as set out in PART F - Adjustment Factors, and confirmed to the Council by means of a written notice.

**PROGRAM CERTIFICATION**

A statement signed by the principal of a band school certifying that, for the current school year, all classroom teachers and the principal possess teaching certificates that are current and valid in the province / territory and that the curriculum being used in the school in all grades meets basic provincial requirements.

**PROJECT**

Any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to that physical work.

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**REMEDIAL MANAGEMENT PLAN**

A plan developed by the Council and approved by the Minister which reflects decisions and measures which are necessary to remedy a default under this Arrangement.

**SURPLUS**

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Council for delivery of a service or capital project funded after all program terms and conditions have been fulfilled by the Council.

**THIRD PARTY MANAGER**

A third party appointed by the Minister to administer funding otherwise payable to the Council and the Council's obligations under this Arrangement, in whole or in part.

**TRANSFER PAYMENTS**

Payments made from budgetary appropriations for which no goods or services are received by the Crown.

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## PART B

GENERAL TERMS AND CONDITIONS**1.0 PROGRAMS AND SERVICES****1.1 The Council shall:**

- (a) deliver the programs and services as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan and complete capital projects in accordance with the DIAND Approved Capital Plan;
- (b) abide by the program delivery and reporting requirements as set out in PART E - Program Delivery and Reporting Requirements, and meet the due dates for reporting set out in PART G - Schedule of Reporting Requirement Due Dates; and
- (c) maintain a system of accountability to its Community Members in accordance with the framework set out in PART C - Accountability Framework of this Arrangement and which provides for:
  - (i) transparency: which means that the Council's decision making processes and approved program delivery policies are known to Community Members;
  - (ii) disclosure: which means that Community Members have access to information on Council's plans, actions and expenditures; and
  - (iii) redress: which means that the Council shall maintain formal dispute resolution processes by which Community Members may appeal decisions of the Council, which includes decisions of its employees and delegates.

**2.0 TERMS OF PAYMENTS****2.1 Monthly Expenditure Plan**

The Council agrees to the monthly expenditures as set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Council may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the Council and the Minister.

**2.2 Cash Payments**

- 2.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan. The Minister shall provide the Council with a schedule of payments to be made monthly.
- 2.2.2 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the particular programs and services set out in this Arrangement.
- 2.2.3 Funding otherwise payable under this Arrangement may be withheld by the Minister, if the Audit and reports are not provided by the Council to the Minister as required under this Arrangement or its predecessor. Any amounts so withheld shall be paid by the Minister to the Council, within forty-five (45) days of the submission of the reports.
- 2.2.4 The Minister may extend the deadline for the receipt of the Audit and reports in the event the Council provides written notice, prior to the date the Audit or the report is due, of circumstances beyond the Council's control.
- 2.2.5 Any Surplus or other amount owing by the Council to the Minister is a debt due and payable on the date the Audit is due. The Minister shall notify the Council in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Council.



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**2.3 Surpluses and Deficits**

- 2.3.1 For each program or service identified as a **Contribution** in PART D - Program Budgets, Authorities and Monthly Expenditure Plan:
- (a) any Surplus shall be reimbursed by the Council to the Minister. Where there is more than one funding source for the program or service, the Council shall reimburse DIAND a portion equal to DIAND's contribution to the program or service; and
  - (b) any claims eligible for reimbursement under the terms and conditions of this Arrangement shall be reimbursed by the Minister to the Council.
- 2.3.2 For each program or service identified as a **Flexible Transfer Payment** or **Grant** in PART D - Program Budgets, Authorities and Monthly Expenditure Plan, any Surplus shall be retained by the Council and any Deficit shall be the responsibility of the Council.
- 2.3.3 With respect to the Surplus amounts referred to in subsection 2.3.2, the Council may use non-capital Surplus amounts at its discretion and shall use capital Surplus amounts for projects on the DIAND Approved Capital Plan.

**2.4 Financial Reporting**

- 2.4.1 The Council shall maintain financial records and prepare financial statements in accordance with generally accepted accounting principles, as prescribed by the Canadian Institute of Chartered Accountants and the requirements of the *Year-end Reporting Handbook*, as amended from time to time.
- 2.4.2 The Council shall engage an independent auditor recognized in the Province of Newfoundland and Labrador in which the Council has its administrative offices and notify the Minister in writing of the appointment of the auditor at least two (2) weeks prior to the end of the fiscal year. The notice shall authorize the Minister to release revenue and trust information to the auditor for purposes of completing the Audit.
- 2.4.3 The Council shall prepare consolidated financial statements and such financial statements shall:
- (a) be audited by an independent auditor recognized in the Province of Newfoundland and Labrador in which the Council has its administrative offices;
  - (b) be prepared in accordance with DIAND's *Year-end Reporting Handbook*, as amended from time to time; and
  - (c) be delivered to the Minister, within one hundred and twenty (120) calendar days of the Council's fiscal year end.
- 2.4.4 Where the deadline for receipt of the Audit, or any audit required under any previous Arrangement, has not been complied with the Minister may require that an independent auditor be appointed immediately by the Council. Should the Council refuse to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the Council. The Council shall ensure that such an auditor shall have reasonable access to records and files.
- 2.4.5 The Minister shall provide the Council with notice of receipt and general comments within thirty (30) days of receiving the Audit.

**2.5 Notice of Budget Adjustment**

- 2.5.1 Funding under this Arrangement may be adjusted in accordance with PART F - Adjustment Factors.
- 2.5.2 In accordance with section 10.0, the Minister shall notify the Council of the amount and the purpose of each adjustment. The Council shall, within ten (10) working days from the receipt of such notice, raise any concerns with the Minister.

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**3.0 RECORDS**

The Council shall:

- 3.1 maintain records for each program or service identified in PART D - Program Budgets, Authorities and Monthly Expenditure Plan covered by this Arrangement for a period of three (3) years from the end of the fiscal year covered by this Arrangement; and
- 3.2 provide to the Minister reports as prescribed in the *First Nations National Reporting Guide* issued by the Minister and as amended from time to time. In the continuing effort to reduce Council's response burden and workload, the Minister will endeavour to make use of surveys and sampling techniques to gather information whenever practicable. The Council shall also agree to give serious consideration to voluntary participation in surveys and other information collection instruments if they are chosen as part of a sample; and
- 3.3 allow the Minister access to the Council's records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Council will be notified in writing of such cause.
- 3.4 For further clarity the Minister:
  - (a) may request access to such records as referred to in 3.1, 3.2 and 3.3 above for purposes including:
    - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and
    - (ii) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
  - (b) shall notify the Council in writing, at least two (2) weeks in advance of the requirement for access to the Council's records and the tests the Minister shall perform to confirm the quality of information reported by the Council under the terms and conditions of this Arrangement.

**4.0 DEFAULT AND REMEDIAL MANAGEMENT**

- 4.1 The Council shall be in default of this Arrangement in the event:
  - (a) the terms and conditions of this Arrangement, or any other Arrangement between the Council and the Minister, are not being met by the Council;
  - (b) the Council's auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Council in the course of conducting an audit pursuant to subsections 2.4.3 or 2.4.4 under the terms and conditions of this Arrangement or its predecessor;
  - (c) the Audit indicates that the Council has incurred a cumulative deficit equivalent to eight (8) % or more of the Council's total annual revenues; or
  - (d) the health, safety or welfare of Community Members is being compromised.
- 4.2 In the event the Council is in default the parties will meet to review the situation.
- 4.3 Notwithstanding section 4.2, in the event the Council is in default under this Arrangement, the Minister may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:
  - (a) require the Council to develop and, with the approval of the Minister, implement a Remedial Management Plan, within thirty (30) days, or at such other time as the parties may agree upon and set out in writing, but not to exceed sixty (60) days;
  - (b) require the Council to enter into a Co-Management Agreement;
  - (c) appoint, upon providing notice to the Council, a Third Party Manager;
  - (d) withhold any funds otherwise payable under this Arrangement;
  - (e) require the Council to take any other reasonable action necessary to remedy the default;



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- (f) take such other reasonable action as the Minister deems necessary to remedy the default; or
- (g) terminate this Arrangement.

4.4 Where the Council defaults in its obligations under section 3.1 of PART C - Accountability Framework to make the Audit readily available to its Community Members, the Minister may make the Audit of the Council available to the Community Members.

#### 5.0 PROVISION OF INFORMATION

5.1 The Minister will, at the Council's request, provide to the Council:

- (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
- (b) any publicly available information or guidelines relevant to the programs and services in this Arrangement.

#### 6.0 SUBJECT MATTER OF THE ARRANGEMENT

6.1 This Arrangement is only for the funding and delivery of services in accordance with its terms and conditions. The subject matter or the termination of this Arrangement shall not be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any Indian person or band regardless of whether such rights, privileges and freedoms are recognized, established or defined before or after the signing of this Arrangement.

#### 7.0 OTHER TYPES OF FUNDING ARRANGEMENTS

7.1 The Council may replace this Arrangement with funding arrangements of a different type as may be negotiated with the Minister.

#### 8.0 AMENDMENTS

8.1 All Amendments to this Arrangement shall be made in writing and executed by both parties.

#### 9.0 TERMINATION

9.1 Unless implemented as a result of section 4.3, termination of this Arrangement shall require written notice by either party, at least sixty (60) days prior to the termination date indicating the intent and reasons for such termination.

9.2 Decisions will be made by the Minister and the Council at the time of termination of this Arrangement regarding the nature, scope and conditions of the services to be delivered and maintaining program requirements as contained in PART E - Program Delivery and Reporting Requirements. Such decisions will be communicated in writing.

9.3 In the event of the termination of this Arrangement:

- (a) the Council will provide the Minister with an Audit within ninety (90) days of the date of termination, unless the Minister waives this requirement in writing;
- (b) any unexpended funding transferred to the Council by the Minister, up to the termination date of this Arrangement, will be paid to the Minister by the Council, unless the Council and the Minister agree otherwise in writing; and
- (c) any monies owed to the Council by the Minister, up to the termination date of this Arrangement, will be paid to the Council by the Minister, unless the Council and the Minister agree otherwise in writing.

#### 10.0 NOTICES

10.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 10.4.

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10.2 The notice referred to in section 10.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which the notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.

10.3 The address information of either party referred to in section 10.4 may be changed by providing notice to the other party of such change.

10.4 Notices shall be mailed to:

Council	Minister
Innu Nation	Department of Indian & Northern Affairs
P.O. Box 119	P.O. Box 160, 40 Havelock Street
Sheshatshiu, NF A0P 1M0	Amherst, NS B4H 3Z3
Attn: Peter Penashue, President	Attn: Director, Funding Services

#### 11.0 EXCEPTIONAL CIRCUMSTANCES

11.1 In the event that exceptional circumstances occur during the duration of this Arrangement, the Council may return to the Minister to seek changes to the level of funding or to obtain assistance.

11.2 Section 11.1 is intended to address exceptional circumstances (including, but not limited to health, safety and socio-economic issues) which were not reasonably foreseeable at the time this Arrangement was entered into and which have a significant impact on the Council's performance of the terms and conditions of this Arrangement. In the event that the Minister agrees to change the level of funding, that change shall be made by way of an Amendment.

#### 12.0 EXTENT OF ARRANGEMENT

12.1 This Arrangement constitutes the entire Arrangement between the parties with respect to the subject matter herein and supersedes all previous Arrangements relating to it unless they are incorporated by reference in this Arrangement.

#### 13.0 SUCCESSORS

13.1 This Arrangement shall be binding upon the parties to this Arrangement and their respective administrators and successors.

#### 14.0 REPRESENTATION OF AUTHORITY

14.1 Unless the Council has delegated authority to act on behalf of the Minister under sections 53 or 60 of the *Indian Act*, for the purposes of this Arrangement, the Council will not and does not act on behalf of the Minister.

#### 15.0 CONFLICT OF INTEREST PROVISIONS REGARDING FEDERAL OFFICIALS

15.1 No member of the Senate or House of Commons of Canada shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.

15.2 No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

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**16.0 INDEMNIFICATION**

- 16.1 The Council will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Council, any breach of this Arrangement by the Council, and performance or nonperformance (in whole or in part) of the Council's obligations under this Arrangement, and any claims, liabilities and demands that may arise from the Council entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.
- 16.2 Subject to section 16.1, the Minister will save harmless and fully indemnify the Council from and against all claims, liabilities and demands arising directly or indirectly from any breach of this Arrangement by the Minister and such indemnification will survive the termination or expiry of this Arrangement.



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## PART C

**ACCOUNTABILITY FRAMEWORK****1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Council agrees to develop, implement and maintain a system of accountability to its Community Members consistent with the following accountability framework and the obligations contained herein.

**2.0 Transparency****2.1 Agency of Council**

- 2.1.1 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council will remain liable to the Minister for the performance of its obligations under this Arrangement.
- 2.1.2 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council shall ensure that the Agency:
- (a) has a specified mandate, a clearly identified role and a defined relationship with Council;
  - (b) adheres to the accountability provisions set out in this Arrangement;
  - (c) maintains financial records and prepares financial statements in a manner permitting the preparation of the Audit by the Council; and
  - (d) upon the written request of the Minister, allows the Minister access to the premises and the records relating to any service delegated or funding transferred by the Council pursuant to this Arrangement.
- 2.1.3 Without limiting the generality of subsection 2.1.2, where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency:
- (a) the terms of the delegation will be evidenced by an agreement in writing executed by the Council and the authorized representatives of the Agency;
  - (b) upon the written request of the Minister, a copy of the agreement shall be made available to the Minister;
  - (c) the Council shall ensure that the Minister has reasonable access to the Council's records and premises and reasonable access to the records and premises of the Agency; and
  - (d) the Minister shall notify the Council in writing at least two (2) weeks in advance of any requirement for access pursuant to subsection 2.1.3(c).
- 2.1.4 Where the Council delegates authority or transfers funding provided pursuant to this Arrangement to an Agency, the Council will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Agency, any breach of this Arrangement by the Agency, and performance or nonperformance (in whole or in part) of the Council's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.
- 2.2 Budget**
- 2.2.1 The Council shall have a Budget in place for the term of this Arrangement that includes the allocation by the Council of funds transferred under this Arrangement for the provision of programs and services to its Community Members.

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**2.3 Conflict of Interest**

- 2.3.1 The Council shall develop, implement and maintain conflict of interest guidelines which shall, at a minimum, provide that:
- (a) an elected official or employee of the Council will not benefit from that position beyond the agreed upon compensation as a result of the position they hold; and
  - (b) where an elected official or employee of the Council has a personal interest in the outcome of any decision to be made by the Council and that interest may give rise to a conflict of interest, that conflict and the extent of the interest will be disclosed to the Council and the Council will determine whether that individual will take part in that decision.

**2.4 Benefits for Elected and Unelected Senior Officials**

- 2.4.1 The Council shall approve all sources of compensation for elected and staff officials from funds, including salary, honoraria, per diem and maximum levels of compensation which may be secured by an individual by virtue of holding office.
- 2.4.2 The Council shall approve maximum levels and the operating rules and limits concerning travel, telephone, heating and housing allowances where these allowances form part of the benefit package accruing to elected and staff officials.

**2.5 Loans**

- 2.5.1 Where the Council makes loans from funds transferred under this Arrangement, the Council shall ensure that:
- (a) loans must be directly related to a specific program or service funded under this Arrangement and will not be made for personal use;
  - (b) its loan policy is in writing and available to its Community Members upon request; and
  - (c) all loans must be evidenced by an agreement in writing between the Council and each borrower.

**3.0 Disclosure**

- 3.1 The Council shall make the following information available to its Community Members upon request, and at no charge beyond the reasonable cost of reproducing the document:
- (a) this Arrangement including any Notice of Budget Adjustment or Amendment;
  - (b) the budget, the Management Development Plan, the Remedial Management Plan (if any), and any amendments to such plans;
  - (c) the Audit, including the auditor's report;
  - (d) completed evaluations of the programs or services funded, in whole or in part, pursuant to this Arrangement;
  - (e) policies, guidelines, written service standards and eligibility criteria and any other documents provided for in this Arrangement;
  - (f) annual statement of accomplishments and achievements in respect of community activities.



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**4.0 Redress**

- 4.1 The Council shall develop, implement and maintain policies and procedures to address disputes related to programs and services, which policies and procedures shall, at a minimum, provide for:
- (a) clearly defined and impartial dispute resolution mechanisms for initiating, presenting and resolving disputes including an opportunity for all parties to be heard;
  - (b) reasonable time frames within which disputes must be initiated and resolved;
  - (c) an appeal process; and
  - (d) appropriate remedies based upon the outcome of the dispute resolution.

# **INNU NATION**

## **PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN**

27-Mar-03  
10:28:28 AM  
PART "D"

**F. Y. 2003 - 2004**

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
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### **INDIAN AND INUIT AFFAIRS PROGRAM - ACTIVITY STRUCTURE**

#### **LANDS (VAR) - PV 20101**

Land Management	02000	320	SCON															
Land Purchases	02005	320	SCON															
Forest Fire Protection	02006	322	SCON															

#### **INDIAN REGISTRATION (VAR) - PV 20104**

INDIAN REGISTRY ADMINISTRATION 02042	370	3	CFA															
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#### **SELF GOVERNMENT NEGOTIATIONS (VAR) - PV 20201**

FRAMEWORK NEGOTIATIONS	02200	388	5	CONTR														
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To be completed by FSO prior to mailing to funding recipient:

INTERVENTION ASSESSMENT: RMP Required - Y or *(N)*  
 RMP in Place - Y or N, *not required*  
 Co-mngmt in Place for 2003/04 - Y or N, *not required*  
 3rd Party Mngmt in Place for 2003/04 - Y or N *not required*

FSO Signature *M. Mulcahy* Date *March 28/03*

RCM-256-28000 AGREEMENT NO: 2002/2003-1095-0000 COST ELE: 1095 LINE OBJECT: 04772

**INNU NATION**27-Mar-03  
10:28:28 AM**PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN**

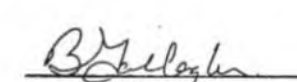
PART "D"

**F. Y. 2003 - 2004**

ACTIVITY	SC	VCC	AUTH	PMT	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
					APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	POOL	TOTAL
AS PER CASH MANAGEMENT POLICY																		
					\$176,000	\$141,300	\$130,100	\$48,000	\$65,600	\$56,800								\$617,800

  
 PROGRAM AUTHORIZATION

  
 APPROVED BY FUNDING SERVICES OFFICER

  
 TPMS INPUT

  
 DATE

  
 DATE

  
 DATE

INNU NATION  
REGISTRATION AND RESERVE CREATION BUDGET  
FISCAL 2003-2004 APRIL-SEPT

PAGE 1

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>PROGRAM EXPENDITURES</b>													
CORE MANAGEMENT (PAGE 2)	\$42.6	\$42.6	\$42.6	\$31.2	\$31.2	\$31.2	\$31.2						\$221.4
INTERGOVERNMENTAL NEGOTIATIONS (PAGE 3)	\$17.6	\$8.8	\$17.6	\$8.8	\$28.4	\$17.6							\$96.8
REGISTRATION ACTIVITIES (PAGE 4)	\$8.0	\$8.0	\$8.0	\$8.0	\$8.0	\$8.0							\$48.0
RESERVE CREATION LEGAL FEES (PAGE 5)	\$107.9	\$81.9	\$81.9										\$251.8
<b>TOTALS</b>	<b>\$176.1</b>	<b>\$141.3</b>	<b>\$130.1</b>	<b>\$48.0</b>	<b>\$65.6</b>	<b>\$56.8</b>							<b>\$617.8</b>

September 12, 2001

PAGE 2

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
INNU NATION CORE MANAGEMENT BUDGET FISCAL 2001-2002													
SENIOR PROJECT MANAGERS (2)													
Salary	\$10.0	\$10.0	\$10.0	\$10.0	\$10.0	\$10.0	\$10.0						\$60.0
Benefits	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5						\$9.0
Office Accommodation	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0	\$1.0						\$6.0
LEGAL ADVISOR													
Professional Fees	\$21.4	\$21.4	\$21.4	\$10.0	\$10.0	\$10.0							\$94.2
TECHNICAL ADVISOR													
Professional Fees	\$2.7	\$2.7	\$2.7	\$2.7	\$2.7	\$2.7	\$2.7						\$16.2
ADMINISTRATIVE OVERHEAD	\$6.0	\$6.0	\$6.0	\$6.0	\$6.0	\$6.0	\$6.0						\$36.0
SUB-TOTALS	\$42.6	\$42.6	\$42.6	\$31.2	\$31.2	\$31.2	\$31.2						\$221.4

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INNU NATION  
INTERGOVERNMENTAL NEGOTIATIONS  
FISCAL 2001-2002

PAGE 3

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
MAIN TABLE (4)													
Travel, Meals, Accommodation	\$17.6		\$17.6		\$17.6	\$17.6							\$70.4
LANDS SUB-COMMITTEE (3)													
Travel, Meals, Accommodation		\$6.8		\$6.8	\$6.8								\$20.4
PROGRAM SUB-COMMITTEE (4)													
Child & Family Services													
Social Services													
EDUCATION SUB-COMMITTEE (3)													
SUB-TOTALS	\$17.6	\$6.8	\$17.6	\$6.8	\$26.4	\$17.6							\$96.8

September 12, 2001

INNU NATION  
REGISTRATION ACTIVITIES  
FISCAL 2001-2002

PAGE 4

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
REGISTRATION CLERKS (2)													
Salary	\$4.2	\$4.2	\$4.2	\$4.2	\$4.2	\$4.2							\$25.0
Benefits	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6							\$3.8
REGISTRATION OFFICES (2)													
Rent	\$2.0	\$2.0	\$2.0	\$2.0	\$2.0	\$2.0							\$12.0
Materials, Supplies, Software	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6							\$3.6
Telephone	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6							\$3.6
<b>SUB-TOTALS</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$8.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$48.0</b>

September 12, 2001

INNU NATION  
RESERVE CREATION LEGAL FEES  
FISCAL 2001-2002

PAGE 5

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
NATUASHISH RESERVE CREATION													
Legal Fees	\$7.3	\$7.3	\$7.3										\$21.9
SHESHATSHIU RESERVE CREATION													
Legal Fees	\$34.6	\$34.6	\$34.6										\$103.8
Sheriff's Certificates	\$40.0	\$40.0	\$20.0										\$100.0
Innu Private Mortgages	\$26.0												\$26.0
<b>SUB-TOTALS</b>	<b>\$107.9</b>	<b>\$81.9</b>	<b>\$61.9</b>										<b>\$251.6</b>

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## PART E

**PROGRAM DELIVERY AND REPORTING REQUIREMENTS**

**NOTE:** DETAILS ON MOST REPORTING REQUIREMENTS WILL BE FOUND IN THE FIRST NATIONS NATIONAL REPORTING GUIDE (FNNRG) UNDER THE TITLE SHOWN IN BRACKETS AND ITALICS WITHIN EACH SET OF REPORTING REQUIREMENTS SET OUT IN PART D.

**1.0 GENERAL****1.1 Environmental****Delivery Requirements:**

The Council shall:

- (a) complete and send to the Minister environmental information, in order for an environmental assessment decision to be made on Projects on reserve;
- (b) secure from the Minister an environmental assessment decision prior to implementing any Project funded through the Arrangement;
- (c) implement, as specified within the approved environmental screening report/s, all specified mitigation measures and/or follow-up program requirements; and
- (b) promptly notify the Minister if the intended results of the specified mitigation measures and/or follow-up program requirements are found to be inadequate.

**Reporting Requirements:**

The Council shall provide the Minister with a report, within ninety (90) days after the end of the fiscal year, reflecting that mitigation measures and/or follow-up program requirements have been completed for each Project.

(See FNNRG *Environmental Compliance Report* and CEAA - *Environmental Assessment Report*)

**1.2 Accountability****Delivery Requirements:**

Where a Management Development Plan is required, the Council shall implement the plan set out in PART H - Management Development Plan of this Arrangement within the periods of time provided therein.

**Reporting Requirements:**

The Council shall submit to the Minister a copy of any changes to its Management Development Plan.

**2.0 INDIAN AND INUIT PROGRAMMING****2.1 Lands and Trust Services****2.1.1(a) Land Management****Delivery Requirements:**

The Council shall:

- (a) provide core and transaction services in accordance with the *DIAND Land Management Manual* as amended from time to time; and
- (b) notify the Minister of rental arrears, outstanding permit fees over thirty (30) days in arrears, any breaches of lease/permits terms and conditions and any other issues.

**Reporting Requirements:**

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The Council shall provide a report on the services provided and the number and types of transactions administered for the previous fiscal year. (See FNNRG *Summary Report of Land Management Transactions*)

**2.2 Indian Registration and Band Lists****Delivery Requirements:**

The Indian Registry Administrator appointed by the Council shall:

- (a) provide information to the Registrar of Indians for the purpose of maintaining the Indian Register and, if the band does not control its own membership under section 10 of the *Indian Act*, for the maintenance of band lists in accordance with the *DIAND Indian Registry Reporting Manual* and policies issued by the Registrar, all as amended from time to time; and
- (b) upon request by the Individual, ensure the issuance of Certificate of Indian Status cards to registered Indians affiliated with the band in accordance with the *DIAND Policy on the Issuance of Certificates of Indian Status*, as amended from time to time.

**Reporting Requirements:**

The Indian Registry Administrator appointed by the Council shall provide the Minister, on at least a monthly basis, with registration and, if applicable, band membership list information as required in the *Indian Registry Reporting Manual* and information in the Certificate of Indian Status Register as required in the *Policy on the Issuance of Certificates of Indian Status*.  
(See FNNRG *Indian Registry Data Entry*; *Indian Register Events Reports Summary* and *Certificate of Indian Status Register*)

**2.3 Band Governance****Delivery Requirements:**

The Council shall, in the year of a band council election:

- (a) appoint an electoral officer, in accordance with section 2 of the *Indian Band Election Regulations*, where the band is governed by the electoral provisions in section 74 of the *Indian Act*, or in accordance with the Community's custom election codes; and
- (b) where the Council is governed by the electoral provisions in section 74 of the *Indian Act* and controls its own membership pursuant to section 10 of the *Indian Act*, provide to the electoral officer, in accordance with subsections 4.1(a) and 4.1(1) of the *Indian Band Election Regulations*, a list of the names of all electors and the last known addresses of all electors who do not reside on the reserve at least seventy-nine (79) days prior to the scheduled election; and
- (c) where the Council is governed by the electoral provisions in section 74 of the *Indian Act* and does not control its own membership, provide to the electoral officer, in accordance with subsections 4.1(b) and 4.1.(1) of the *Indian Band Election Regulations*, a list of the names of all electors, provided by DIAND's Indian Registration and Band Lists Registrar, and the last known addresses of all electors who do not reside on the reserve at least seventy-nine (79) days prior to the scheduled election.

**Reporting Requirements:**

If an election is held pursuant to section 74 of the *Indian Act*, the electoral officer shall provide the department with a detailed election report within two (2) weeks of an election held. (See FNNRG *Electoral Officer's Report*)

If an election is held pursuant to the Community's custom election code, the Council shall provide the department with the names of the successful candidates, the date of the election and the term of office within two (2) weeks of an election held. (See FNNRG *Custom Election Report*).



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**2.4 Resource Access Negotiation Program****Delivery Requirements:**

The Council shall administer the projects supported under the Resource Access Negotiation Program as negotiated with DIAND and in accordance with departmentally defined program criteria.

**Reporting Requirements:**

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *Resource Access Negotiations Program End of Project Form*)

**3.0 FIRST NATIONS FUNDING****3.1 Elementary/Secondary Instructional Services****Delivery Requirements:**

The Council shall ensure that registered Indian students ordinarily resident on reserve or on lands belonging to Her Majesty in Right of Canada or the Province of Newfoundland and Labrador and other students for whose education the Minister accepts funding responsibility, have access to one or more of the following:

- (a) Instructional and support services in a band school that provides provincially recognized programs of study and employs only provincially certificated teachers;
- (b) Instructional services, other than classroom instruction, in a federal school; and
- (c) Instructional services (regular tuition and ancillary services) and education instructional support services (advice and assistance, committees and boards) in a provincial school.

**In the case of band-operated schools:**

- (a) education standards shall allow students to transfer to an equivalent grade in another school within the school system of the Province of Newfoundland and Labrador; and

**Reporting Requirements:**

The Council shall provide the Minister:

- (a) by October 15th:
  - (i) the nominal roll of students enrolled, as of September 30, using the forms and format prescribed by the department (See FNNRG *Nominal Roll Student Census Report*);
  - (ii) an annual Program Certification (See FNNRG *Annual Certification of Teachers and Curriculum*); and
  - (iii) reports in respect of provincial instructional services. (See FNNRG *Provincial/Territorial Educational Services Report*)

**3.2 Post-secondary Education****Delivery Requirements:**

- (a) The Council shall administer the Post-Secondary Student Support Program for treaty/registered Indians living on and off reserve, ordinarily resident in Canada and by applying the departmental eligibility requirements.
- (b) The Council may use administrative procedures and allowance and rate schedules that it has formally defined and made public. There shall be an established process through which administrative decisions may be appealed.

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**Reporting Requirements:**

The Council shall provide the Minister with a report on:

- (a) the students receiving post-secondary funding as of November 1, in approved Post-Secondary Institutions by December 31st in accordance with the Post-Secondary Student Support Program Policy, section 10, Student Registry. (See FNNRG *Register of Post-Secondary Students and Register of Post-Secondary Graduates/Summary Total of Post-Secondary Funded Students*)

**3.4 Social Assistance****3.4.1 General**

Social assistance programs will provide social assistance and social services, based on provincial standards, to all eligible recipients who are in need of financial assistance, care, support and protection.

**3.4.2 Social Assistance (Basic Needs and Special Needs)****Delivery Requirements:**

The Council shall:

- (a) administer social assistance funds to provide for basic and special needs in accordance with the program standards described in the *DIAND Regional Social Assistance Policy and Procedures Manual* which may be amended from time to time; and
- (b) participate in a program review in accordance with the DIAND policy.

**Reporting Requirements:**

The Council shall submit Social Assistance Program Reports on a monthly basis using the forms, format and definitions prescribed in the manual. (See FNNRG *Social Assistance Monthly Report*)

**3.4.3 National Child Benefit Reinvestment Program****Delivery Requirements:**

The Council shall administer National Child Benefit Reinvestment Programs in accordance with its approved proposal.

**Reporting Requirements:**

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *National Child Benefit (NCB) First Nations Annual Report on Reinvestment*)

**3.5 Child and Family Services****Delivery Requirements:**

The Council shall administer the Child and Family services activities in accordance with *DIAND's Directive 20-1 First Nations Child and Family Services* as amended from time to time.

**Reporting Requirements:**

The Council shall submit the reporting requirements as specified in *DIAND's Directive 20-1 First Nations Child and Family Services* as amended from time to time. (See FNNRG *Child and Family Services Maintenance Monthly Report and Child and Family Services Operational Report*)

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**3.6 Family Violence****Delivery Requirements:**

The Council shall administer the Family Violence Program in accordance with the Council's proposal. This proposal will follow regionally approved criteria which have been established with regional Indian organizations.

**Reporting Requirements:**

The Council shall:

- (a) submit a self-evaluation report which follows regional criteria; and
- (b) participate in the national evaluation of the Family Violence Program if requested by the Minister.

(See FNNRG *Family Violence Projects Annual Report* and *Family Violence Shelters Annual Report*)

**3.7 Adult Care****Delivery Requirements:**

The Council shall administer the Adult Care services in accordance with the regional directives on Adult Care as amended from time to time.

**Reporting Requirements:**

The Council shall provide to the Minister 15 days after month end:

- (a) information on expenditures and services provided and the number of clients served. (See FNNRG *Adult Services Monthly Report*); and
- (b) a written report on the activities carried out and results obtained relative to the Integration of Disabled Persons. (See FNNRG *National Strategy for Integration of Persons with Disabilities Annual Report*)

**3.9 Band Support Funding****Reporting Requirements:**

Where a new program from the Minister has been devolved to the Council, the Council shall submit the "Application for Grant Band Support Funding" by June 30th to permit the calculation of eligible funding levels. (See FNNRG *Application for Grant Band Support Funding*)

**3.10 Indian/Inuit Management Development****Delivery Requirements:**

The Council agrees to administer the Indian/Inuit Management Development activity in accordance with mutually approved training strategies.

**Reporting Requirements:**

(See FNNRG *Indian/Inuit Management Development (IIMD) Program Proposal*)

**3.11 Band Employee Benefits****Delivery Requirements:**

The eligible employers must ensure that the pension plan is registered and remains in good standing with the Office of the Superintendent of Financial Institution Canada (OSFI) under the *Pension Benefits Standards Act, 1985* (PBSA) and Canada Customs and Revenue Agency.



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**Reporting Requirements:**

The Council agrees to provide the reports as set out in the *First Nations National Reporting Guide*.

(See FNNRG Application for Band Employee Benefits Funding, List of Eligible Employees and Pension Plan Funding Annual Report)

**3.12 Operation and Maintenance of Infrastructure Assets and Facilities****3.12.1 General****Delivery Requirements:**

The Council shall:

- (a) provide for the preservation of public health, safety and the environment; and
- (b) at a minimum, adhere to all the applicable codes and standards for design, construction, operation and maintenance of facilities.

**3.12.2 Operation and Maintenance of Infrastructure - Assets and Facilities****Delivery Requirements:**

The Council shall carry out the community facility operation and maintenance in accordance with a maintenance plan approved by the Council and available to the department that identifies:

- (a) an up-to-date inventory of all assets for which O&M funds are provided by the Minister;
- (b) the maintenance activities, and their frequencies that will be conducted for each facility and asset;
- (c) an estimate of the total annual costs of operating and maintaining all community facilities for which funding is to be provided by the Minister;
- (d) measures to ensure that satisfactorily trained personnel are available at all times to operate and maintain technical systems (e.g. water and wastewater treatment plants and other technical systems) according to the design standards of the specific plant or equipment; and
- (e) arrange for the provision of fire protection services.

**Reporting Requirements:**

The Council shall provide to the Minister:

- (a) a Fire Protection Services and Fire Losses report as set out in the *First Nations National Reporting Guide* (See FNNRG Fire Protection Services Summary Report and Fire Losses Annual Report); and
- (b) by March 31<sup>st</sup> the necessary data to update the Capital Asset Inventory System (CAIS), the Annual Update of Asset Condition Report System (ACRS), the Capital Management Data Base (CMDDB) and the Housing and Infrastructure Assets (H&IA) web site according to regional practices. (See FNNRG Changes in Capital Assets; Completed ACRS Project Annual Report; Maintenance Management Plan Annual Report, Asset Operation and Maintenance (O&M) Review, Housing and Infrastructure Assets Annual Report and Schools Annual Report)

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**3.13 Community Capital Facilities Service Delivery, Including Housing**

NOTE: UNDER THIS SECTION A MINOR CAPITAL PROJECT MEANS A CAPITAL PROJECT NOT EXCEEDING \$1.5 MILLION, A MAJOR CAPITAL PROJECT MEANS A CAPITAL PROJECT EXCEEDING \$1.5 MILLION.

**Delivery Requirements:**

The Council shall:

- (a) relative to minor, major and housing capital projects, for each of the projects listed in the approved capital and site plan, prepare and carry out a project implementation plan, appropriate to the size and nature of the project, which will:
  - (i) provide a complete description of the project scope of work;
  - (ii) provide a project schedule with milestones and cost estimates for each project phase;
  - (iii) outline the project management and implementation regime;
  - (iv) confirm that the appointed project manager(s) will have experience and qualifications commensurate with the scope and complexity of each project; and,
  - (v) obtain all inspections by duly qualified inspectors needed to certify compliance with all applicable federal and provincial codes and standards and in accordance with departmental level of service standards, as may be amended from time to time.
- (b) relative to minor, major and housing capital projects, ensure that appropriate professionals, licensed in the province / territory in which the work is being done, have been or will be retained to conduct the stamping and/or certification of all designs and to carry out inspections of the work where the public health and safety are involved or where the work is beyond the competence of a technician or technologist and to provide as built drawings;
- (c) relative to minor and major capital projects, ensure that the designs for all public access buildings are approved by the Labour Canada - Fire Commissioner's office, and that facilities under construction are inspected by them in order to ensure that fire codes are met; and
- (d) relative to housing capital projects, ensure that all housing construction projects are inspected by qualified inspectors for compliance with code requirements at, as a minimum, the following stages: site, foundation, framing and completion; and
- (e) relative to federally funded capital projects, excluding housing, follow the tendering policy of the department, where the Council does not have a tendering policy in place. The Council shall call tenders to ensure best value, prudence, probity and sound contract management. Best value may include consideration of opportunities to secure socio-economic benefits on behalf of the community. Where the general contracting approach is used, the Council shall:
  - (i) where the total cost of the contract for the construction work is estimated at more than \$500,000 - call for open tenders and publicly advertise them;
  - (ii) where the total cost of the contract for the construction work is estimated at between \$100,000 and \$500,000 - use one of the following two competitive tendering options:
    - an open tender through public advertisement; and/or
    - an invited tender where bids are invited from a selected list of at least three qualified contractors, which could be qualified Aboriginal contractors or suppliers
  - (iii) where the total cost of the contract for the construction work is estimated at less than \$100,000 - award the contract in a manner that ensures value for money.



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Where the construction management approach is used, the Council shall:

- (i) where the total cost of the contract for the construction work is estimated at more than \$100,000 - call for open tenders and publicly advertise them;
- (ii) where the total cost of the contract for the construction work is estimated at between \$25,000 and \$100,000 - use one of the following two competitive tendering options:
  - an open tender through public advertisement; and/or
  - an invited tender where bids are invited from a selected list of at least three qualified contractors, which could be qualified Aboriginal contractors or suppliers
- (iii) where the total cost of the contract for the construction work is estimated at less than \$25,000 - award the contract in a manner that ensures value for money.

## Reporting Requirements:

The Council shall provide:

- (a) relative to minor and major capital projects, progress reports for each project based on mutually agreed reporting frequencies. The reports will include:
  - (i) planned versus actual physical progress;
  - (ii) planned versus actual financial progress; and
  - (iii) explanation of variances against plan.  
(See FNNRG Progress Report on Capital Projects)
- (b) final Certificate of completion from an appropriate technical authority confirming that:
  - (i) all project details are finalized;
  - (ii) there are no outstanding defects, deficiencies, incomplete work, claims or payments; and
  - (iii) construction meets all applicable codes and standards.  
(See FNNRG Certificate of Completion for Capital Projects)
- (c) relative to minor and major capital projects, by March 31<sup>st</sup>, provide an update of the band's five (5) year capital plan as a basis for requesting capital funding for the upcoming fiscal year.  
(See FNNRG Five-Year Capital Plan Annual Update)
- (d) the Minister with a copy of any changes to its tendering policy for construction contracts.

NOTE: THE FOLLOWING CLAUSE IS TO BE ADDED IN ADDITION TO CLAUSE 3.14 WHERE THE COUNCIL OPTS FOR THE COMMUNITY-BASED ON-RESERVE HOUSING PROGRAM.

## 3.13.1 Community-based On reserve Housing Program

## Delivery Requirement:

The Council shall have in place multi-year community-based housing plans that address the following elements:

- (a) maximize the life expectancy (through sound maintenance repair and insurance practices);
- (b) rehabilitation of existing stock through an acceptable standard, such as the CMHC Residential Rehabilitation Assistance Program;
- (c) reduction in overcrowding (expansion to existing houses and new construction to an acceptable standard, but not less than the National Building Code);

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- (d) linkages to job creation, training/skills development and economic and business development; and
- (e) a resource plan.

The Council shall provide annual updates to the community-based housing plan.

Housing funds can be used for all housing related activities including maintenance and insurance, renovations, new construction, debt charges, training, management and administrative expenses.

Where a community wide shelter charge regime is put into place, the social assistance program will provide shelter allowances to eligible households to cover such charges (rents or ownership costs). Shelter charges will be consistent with provincial social assistance programs and charges must customarily be collected whether or not the house is occupied by a social assistance recipient. Any shelter charges for social assistance dependent households that would result in an increased demand on social assistance funding must be offset from other funds, usually funds available for housing. There must be no incremental cost to the Minister beyond current resources.

**Reporting Requirement:**

The Council shall submit reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *Community-Based Housing Plan Annual Report*)

**3.14 Economic Development**

**Delivery Requirements:**

The Council shall administer (Community Economic Development, Opportunity Fund, Resource Acquisition Initiative Program, Major Business Projects Program Regional Partnerships Fund and Resource Partnerships Program) activities in accordance with departmentally defined program criteria.

**Reporting Requirements:**

The Council shall submit an annual Economic Development Report to the Minister describing its activities and results for the current fiscal year. Where the Council receives an Opportunity Fund, Resource Acquisition Initiative Program, Major Business Projects Program, Resource Partnership Program and/or Regional Partnership Fund contribution, the Council shall submit the reports as set out in the *First Nations National Reporting Guide*.  
(See FNNRG *Economic Development Report, Opportunity Fund/Resource Acquisition Initiative/Major Business Projects Program Status Report, Resource Partnership Program Project Status Report and Regional Partnership Fund Project Status Report*)

**3.15 Self-Government (Including Community Negotiations)**

**Delivery Requirements:**

The Council shall administer the self-government activities in accordance with the negotiated workplan and agreed upon terms and conditions.

**Reporting Requirements:**

The Council shall provide the Minister with status reports, established in conjunction with the federal and Council negotiators and with the provincial negotiator, where appropriate, and with a final report within ninety (90) days after the end of the fiscal year for which the Council is reporting.

**3.16 Youth Employment Strategy**

**Delivery Requirements:**

The Council shall conduct the Youth Employment Strategy in accordance with all terms and conditions which form part of the Council's approved program application.

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**Reporting Requirements:**

The Council shall submit reports as set out in the *First Nations National Reporting Guide*. (See FNNRG *First Nations and Inuit Youth Employment Strategy Evaluation Reports*)

**3.17 Project: Innu Nation Registration and Reserve Creation****Project Description:**

A budget for the above mentioned project has been developed for the period April 1, 2003 through September 30, 2003.

**Start Date:**

April 1, 2003

**Completion Date:**

September 30, 2003

**Reporting Requirements:**

The Innu Nation will submit a detailed final written report which is to include an accounting of all funds advanced pursuant to the budget submission for the project (i.e., travel, professional fees, etc.). The funds provided for this project is subject to INAC's Contribution Policies and Procedures.

**Funding Level Contribution:**

\$617,800 - Innu Nation Registration and Reserve Creation

**Contribution Funding:**

This funding is to be used for its intended purpose by September 30, 2003. Any surplus funds are not to be carried over into fiscal year 2004/2005 unless there is expressed written approval by INAC to allow the carry over of funds. A request to carry over funds is to be submitted to INAC by August 1, 2003. Where INAC has not approved the carry over of funds, the unexpended balance(s) is to be returned to INAC by October 30, 2003.



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## PART F

ADJUSTMENT FACTORS

**INDIAN AND INUIT PROGRAMMING  
(ACT)  
LANDS AND TRUST SERVICES  
(SUB-ACT)**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>○ Lands (VAR),<br/>Registry (SC)</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Environmental Protection<br/>Natural Resources (VAR),<br/>Resource Access Negotiation (SC).</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budget is set on a proposal basis.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Lands (VAR),               <ul style="list-style-type: none"> <li>• Lands Management (SC); and</li> <li>• Forest Fire Protection (SC)</li> </ul> </li> </ul>        | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Band Governance (VAR),               <ul style="list-style-type: none"> <li>• Elections (SC).</li> </ul> </li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of each Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Indian Registration and<br/>Band Lists (VAR);<br/>Band Governance (VAR),               <ul style="list-style-type: none"> <li>• Bylaws (SC).</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments may be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Elementary/Secondary Instructional<br/>Services - Band Operated Schools<br/>(VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the Arrangement based on the previous year's nominal roll and agreed upon trends and no adjustments will be made during the life of the Arrangement.</li> </ul> |
| <p>Elementary/Secondary Instructional<br/>Services- Provincial Schools (VAR),</p>  |  |
| <ul style="list-style-type: none"> <li>○ Tuition Agreements (SC)</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budgets are set at start of arrangement and adjusted based on the accepted September nominal roll.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Ancillary Services</li> </ul>   | <ul style="list-style-type: none"> <li>○ Budget is established at the start of the arrangement based on previous years nominal roll and no adjustments will be made during the life of the arrangement.</li> </ul>                         |
| <ul style="list-style-type: none"> <li>○ Special Education</li> </ul>  | <ul style="list-style-type: none"> <li>○ Budget is set on a proposal basis.</li> </ul>   |

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- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>○ Cultural Centres (VAR),             <ul style="list-style-type: none"> <li>▪ Cultural Educational Centres (SC)</li> </ul> </li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of each Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Youth Employment Strategy (VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set on a proposal basis.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Post-Secondary Education Indian Studies Support Program (VAR); and Post Secondary Education</li> </ul>                                  | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the Arrangement and no adjustments will be made during the life of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Social Maintenance - Basic Needs (VAR)</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement based on past expenditures and agreed upon trends. Adjustments may be made to the budget in accordance with projections and actual approved expenditures to March 31st.</li> </ul>                                 |
| <ul style="list-style-type: none"> <li>○ Social Maintenance-Special Needs (VAR).</li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement and no further adjustments will be made during the term of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Social Maintenance - Service Delivery (VAR).</li> </ul>   | <ul style="list-style-type: none"> <li>○ No further volume adjustments will be made during the life of the Arrangement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ <u>Child and Family Services</u><br/>Maintenance - Institutions<br/>Maintenance - Foster Homes<br/>Maintenance - Group Homes</li> </ul> | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement based on actual costs at provincial rates for provision of Child Welfare Services. Adjustments may be made to the budget in accordance with projections and actual approved expenditures to March 31st.</li> </ul> |
| <ul style="list-style-type: none"> <li>○ <u>Adult Care</u><br/>In-Home Care</li> </ul>   | <ul style="list-style-type: none"> <li>○ The budget is set at the start of the arrangement and no further adjustments will be made during the life of the arrangement.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Family Violence</li> </ul>  | <ul style="list-style-type: none"> <li>○ The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.</li> </ul>  |



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- Acquisition and Construction of Education Capital Assets and Facilities  
Fire Protection  
Roads and Bridges  
Sanitation System  
Water Systems  
Municipal Services  
Community Buildings  
Capital Plan - Projects-Infrastructure

\* Capital projects up to 1.5 million are funded as FTP - over 1.5 million are funded as Contribution.

- Acquisition and Construction of Education Capital Assets and Facilities  
Funding Joint Schools  
Fit-Up of Education Facilities  
Schools Plan, Design & Construction  
Furnit., Equip. & Furnishings - Schools  
Renovations

**NOTE: CAPITAL PROJECTS UP TO \$1.5 MILLION ARE FUNDED AS FTP; AND OVER \$1.5 MILLION ARE FUNDED AS CONTRIBUTIONS.**

- Operation and Maintenance of Infrastructure Assets and Facilities (VAR); and  
Operation and Maintenance of Education Assets and Facilities (VAR)

- On-Reserve O&M Housing Support (VAR);  
Community-Based On-Reserve Housing Program (VAR); and  
Housing Service Delivery (VAR).

- Band Employee Benefits (VAR);

- Indian/Inuit Management Development (VAR).

- Comprehensive Community Based Planning (VAR) - Community Development

- The budget is set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget is set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget will be set at the start of the Arrangement based on the actual eligible assets identified under Capital Assets Inventory System (CAIS).

- The budget will be set at the start of the arrangement in accordance with the Regional Capital Allocation Process and no further adjustments will be made during the life of the arrangement.

- The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.

- The budget is set on a proposal basis.

- The budget will be set at the start of the arrangement and no adjustments will be made during the life of the arrangement.

- Community Economic Development (VAR),
  - The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the arrangement
- Economic Development - Regional Opportunities (VAR),  
Economic Development  
- Commercial Development (VAR),  
and Economic Development  
Research and Advocacy (VAR).
  - Budget is set on a proposal basis.

**OTHER GOVERNMENT  
DEPARTMENTS**

- Solicitor General
  - The budget will be set at the start of the Arrangement and no adjustments will be made during the life of the Arrangement.

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PART G

<b>1.0 GENERAL</b>		
<b>1.1 Environmental</b>	<ul style="list-style-type: none"> <li>- Environmental Compliance Report</li> <li>- CEAA - Environmental Assessment Report</li> </ul>	Due 90 days after end of fiscal year Due prior to approval of any project with potential environmental impact
<b>1.2 Accountability</b>	- Management Development Plan (as per PART H)	
<b>2.0 INDIAN AND INUIT PROGRAMMING</b>		
<b>2.1 Lands and Trust Services</b>		
<b>2.1.1(a) Land Management with delegated authority under section 53 or 60 of the <i>Indian Act</i></b>	<ul style="list-style-type: none"> <li>- Quarterly Report on Rentals and Receivables</li> <li>- Summary Report of Land Management Transactions</li> </ul>	Due annually or twice-yearly (Regions to specify date) Due on a project-by-project basis
<b>2.1.1(b) Land Management without delegated authority under section 53 or 60 of the <i>Indian Act</i></b>	- Summary Report of Land Management Transactions	Due on a project-by-project basis
<b>2.2 Indian Registration and Band Lists</b>	<ul style="list-style-type: none"> <li>- Indian Registry Data Entry</li> <li>- Indian Register Events Reports Summary</li> <li>- Certificate of Indian Status Register</li> </ul>	Due monthly Due monthly Due monthly
<b>2.3 Band Governance</b>	<ul style="list-style-type: none"> <li>- Electoral Officer's Report</li> <li>- Custom Election Report</li> </ul>	Due 2 weeks after an election Due 2 weeks after an election
<b>2.4 Resource Access Negotiation Program</b>	- Resource Access Negotiations Program End of Project Form	Due annually
<b>3.0 FIRST NATIONS FUNDING</b>		
<b>3.1 Elementary/Secondary Instructional Services</b>	<ul style="list-style-type: none"> <li>- School Evaluation Report</li> <li>- Nominal Roll Student Census Report</li> <li>- Annual Certification of Teachers and Curriculum</li> <li>- Provincial/Territorial Educational Services Report</li> </ul>	Specify dates for school evaluations due on (or indicate not applicable) Due annually Due annually Due annually

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3.2 Cultural Centres	- Cultural Education Annual Activity Report	Due annually
3.3 Post-Secondary Education	- Register of Post-Secondary Students - Indian Studies Support Program - Register of Post-Secondary Graduates/Summary Total of Post-Secondary Funded Students	Due annually Due annually Due annually
3.4 Social Assistance 3.4.1 General 3.4.2 Social Assistance (Basic Needs and Special Needs) 3.4.3 National Child Benefit Reinvestment Program	- Social Assistance Monthly Report  - National Child Benefit (NCB) First Nations Annual Report on Reinvestment	Due monthly
3.5 Child and Family Services	- Child and Family Services Maintenance Monthly Report - Child and Family Services Operational Report	Due monthly
3.6 Family Violence	- Family Violence Projects Annual Report - Family Violence Shelters Annual Report	Due on a project-by-project basis Due on a project-by-project basis
3.7 Adult Care	- Adult Services Monthly Report - National Strategy for Integration of Persons with Disabilities Annual Report	Due monthly Due annually
3.8 Band Advisory Services	- Eligible Unaffiliated Large Band Advisory Services Annual Report	
3.9 Band Support Funding	- Application for Grant Band Support Funding	
3.10 Indian/Inuit Management Development	- Indian/Inuit Management Development (IIMD) Program Proposal	Due on a project-to-project basis
3.11 Band Employee Benefits	- Application for Band Employee Benefits Funding - List of Eligible Employees - Pension Plan Funding Annual Report	Due annually Due annually Due annually



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3.12 Operation and Maintenance of Infrastructure 3.12.1 General	- Fire Protection Services Summary Report	Due annually
	- Fire Losses Annual Report	Due annually
3.12.2 Operation and Maintenance of Infrastructure - Assets and Facilities	- Changes in Capital Assets	Due annually
	- Completed ACRS Project Annual Report	Due annually
	- Maintenance Management Plan Annual Report	Due annually
	- Asset Operation and Maintenance (O&M) Review Annual Report	Due annually
	- Housing and Infrastructure Assets Annual Report	Due annually
	- Schools Annual Report	Due annually
3.13 Community Capital Facilities Service Delivery, Including Housing	- Progress Report on Capital Projects	Due monthly, or as agreed upon in agreement
	- Certificate of Completion for Capital Projects	Due 90 days after completion of project
	- Five-Year Capital Plan Annual Update	Due annually
	- Community-Based Housing Plan Annual Report	Due annually
	- Changes to Tendering Policy	
3.14 Economic Development	- Economic Development Report	Due annually
	- Opportunity Fund/Resource Acquisition Initiative/Major Business Projects Program Status Report	
	- Resource Partnership Program Project Status Report	
	- Regional Partnership Fund Project Status Report	
3.15 Self-Government	- Status reports on negotiations outlining activities, progress and financial expenditures	
3.16 Youth Employment Strategy	- First Nations and Inuit Youth Employment Strategy Evaluation Reports	Due annually
4.0 AUDIT	- Annual audited financial statements	Due 120 days after end of fiscal year



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PART H

MANAGEMENT DEVELOPMENT PLAN

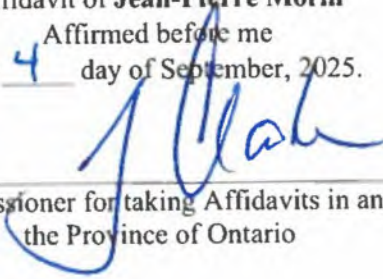
Note: Here will be attached the Council's Management Development Plan, if any.

CIDM #72684

2024 01G CP 0064

This is **Exhibit 24** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025

CIDM# 200483/3

**COMPREHENSIVE FUNDING ARRANGEMENT  
FOR  
PROVINCE OF NEWFOUNDLAND AND LABRADOR  
For Delivery of Education to the Sheshatshiu Innu First Nation  
2006/2007**

**FUNDING ARRANGEMENT**  
**ARTICLES OF AGREEMENT**

This Funding Arrangement hereinafter referred to as the "Arrangement " is made:

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as "Canada")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF NEWFOUNDLAND AND LABRADOR**  
as represented by the Minister of Education, the Minister for Intergovernmental Affairs  
and the Minister Responsible for Aboriginal Affairs  
(hereinafter referred to as the "Province")

**WHEREAS** section 91(24) of the *Constitution Act, 1867* states that the Parliament of Canada has exclusive legislative authority to make laws in relation to Indians and lands reserved for Indians;

**AND WHEREAS** section 93 of the *Constitution Act, 1867* states that the provincial legislatures have exclusive authority to make laws in relation to education;

**AND WHEREAS** the Minister has agreed to provide funding to reimburse the Province 100% of the costs incurred by it in the administration and delivery of education Programs and Services to members of the Sheshatshiu Innu First Nation and other students at Sheshatshiu;

**AND WHEREAS**, the Province has agreed to administer and deliver these education Programs and Services in accordance with the *Schools Act, 1997*, SNL1997 c.S-12.2 (hereinafter referred to as the "*Schools Act, 1997*") and the terms of this Arrangement to the extent that they do not conflict with said Act.

**AND WHEREAS** Canada and the Province have further agreed to work together with the Sheshatshiu Innu First Nation to develop Culturally Relevant Curriculum and to establish processes intended to lead to the devolution of the administration and delivery of these Programs and Services to the Sheshatshiu Innu;

**AND WHEREAS** the Minister has been provided the authority to enter into this Arrangement on behalf of Canada;

**AND WHEREAS** the Lieutenant Governor in Council by OC 2007-152 has authorized the provincial Ministers to enter into this Arrangement on behalf of the Province and has approved the terms and conditions of this Arrangement.

**NOW THEREFORE CANADA AND THE PROVINCE AGREE TO THE FOLLOWING:**

**1.0 ARRANGEMENT**

**1.1** This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework and Appendix A
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - List of Programs and Services to be Provided

● PART F - Operations & Maintenance Standards and Guidelines

**2.0 ARRANGEMENT AMOUNT**

- 2.1 Canada agrees to provide an amount not to exceed the sum of **One Million Five Hundred and Ninety Five Thousand Seven Hundred and Fourteen dollars (\$1,595,714.00)** in the 2006/2007 Fiscal Year for services at Sheshatshiu to the Province in accordance with the terms and conditions of this Arrangement.

**TOTAL AMOUNT OF AGREEMENT - 2006/2007 - \$1,595,714.00**

**3. DEVOLUTION OF CONTROL TO THE SHESHATSHIU INNU**

- 3.1 The parties acknowledge that the devolution of the administration and delivery of educational Programs and Services to the Sheshatshiu Innu is a critical element in Canada's Healing Strategy for members of the Sheshatshiu Innu. During the term of this Arrangement the parties shall participate in any processes as may be agreed to by the parties, which are intended to lead to the devolution of the administration and delivery of these Programs and Services to the Sheshatshiu Innu.

**4.0 DURATION OF THE ARRANGEMENT**

- 4.1 This Arrangement shall be in effect from the date of the establishment of the reserve at Sheshatshiu until March 31, 2007 subject to the termination provisions contained in this Arrangement.

**5.0 REPRESENTATIONS AND WARRANTIES**

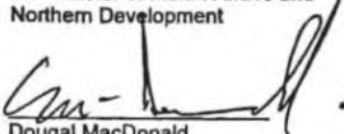
- 5.1 The Province represents and warrants that any person lobbying on its behalf is registered pursuant to the *Lobbyists Registration Act* R.S.C., 1985, c. 44 (4th Supp.) as amended.



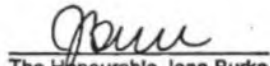
Arrangement No.: 2006-2007-2-00-3485-0006

This Arrangement has been executed by Canada and the Province by their duly authorized representatives.


SIGNED ON BEHALF OF HER  
MAJESTY THE QUEEN IN  
RIGHT OF CANADA, as represented by  
the Minister of Indian Affairs and  
Northern Development

  
Dougai MacDonald  
A/Regional Director General

SIGNED ON BEHALF OF  
PROVINCE OF NEWFOUNDLAND  
AND LABRADOR as represented by:

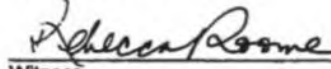
  
The Honourable Joan Burke  
Minister of Education

in the presence of:

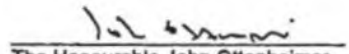
  
Witness

Date: April 4/2007

in the presence of:

  
Witness

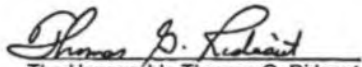
Date: March 28, 2007

  
The Honourable John Ottenheimer  
Minister for Intergovernmental Affairs

in the presence of:

  
Witness

March 29, 2007  
Date

  
The Honourable Thomas G. Rideout  
Minister Responsible for Aboriginal  
Affairs

in the presence of:

  
Witness

Date: March 29, 2007

## PART A

**DEFINITIONS****AMENDMENT**

A formal change to the terms and conditions of this Arrangement which is mutually agreed to by both parties and executed in accordance with the provisions of Part B, subsection 9.1.

**BOARD**

The Labrador School Board incorporated pursuant to section 53 of the *Schools Act, 1997* and vested with the powers and duties contained in sections 75 and 76 of said *Act*.

**CONTRIBUTION**

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to Canada.

**CULTURALLY RELEVANT CURRICULUM**

Culturally relevant curriculum refers to a curriculum designed specifically to respond to the social, cultural and environmental needs of the Sheshatshiu Innu and is intended to supplement and enrich the curriculum prescribed or approved under the *Schools Act, 1997*.

**DIAND**

The federal Department of Indian Affairs and Northern Development.

**FISCAL YEAR**

A twelve month period beginning on and including April 1 of a year and ending on and including March 31 of the immediately following calendar year.

**MINISTER**

The federal Minister of Indian Affairs and Northern Development.

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for Programs and Services in accordance with the Province's estimated monthly cash requirement.

**SHESHATSHIU INNU**

The Indian band, known as the Sheshatshiu Innu First Nation, for the purposes of the *Indian Act* whose reserve is located at Sheshatshiu, Newfoundland and Labrador.

**PROGRAM AND SERVICES**

The programs, services and activities to be funded as listed in PART E of this Arrangement, as may be amended from time to time, which the Province agrees to administer and/or deliver to Students and which include programs and services related to teaching, Board coordination and administration and coordination by the provincial Department of Education, operation and maintenance of school facilities, bussing of students and clerical and administrative support to staff teachers

**SCHOOL YEAR**

A twelve month period beginning on and including July 1 of a year and ending on and including June 30 of the immediately following calendar year.

**STUDENT**

Children who ordinarily reside in Sheshatshiu and who meet the definition of "student" as that term is defined in subsection 2(t) of the *Schools Act, 1997*.

**SURPLUS**

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Province for delivery of a service funded after all terms and conditions have been fulfilled by the Province.

**PART B****GENERAL TERMS AND CONDITIONS****1. RIGHTS OF ACCESS**

- 1.1 Canada shall provide the Province, at no cost, with rights of access, use and occupation of the school facility situated in Sheshatshiu in accordance with the Agreement on Land Transfer for Sheshatshiu, entered into among Canada, the Province of Newfoundland and Labrador, the Sheshatshiu Innu, the Sheshatshiu Innu Reserve Holding Corporation and the Sheshatshiu Innu Band Council Inc. dated September 15, 2006.

**2.0 PROGRAMS AND SERVICES****2.1 The Province shall:**

- (a) engage the Board to deliver the primary, elementary and secondary educational Programs and Services to Students in Sheshatshiu; to perform Operation and Maintenance in relation to the Peenamin McKenzie School and grounds, to provide bussing to students and to provide clerical and administrative support for staff teachers, as listed in Parts D, E & F; said Programs and Services to be delivered in accordance with the terms and conditions of this Arrangement, to the extent they do not conflict with the said Act;
- (b) facilitate the enhancement of the social and cultural relevancy of the curriculum and the means of its delivery by participating in processes and sub-committees as agreed to by the parties;
- (c) participate in any process leading to the devolution of the administration and delivery of educational Programs and Services to the Sheshatshiu Innu; and
- (d) maintain a system of accountability in accordance with the framework set out in PART C.

**3.0 TERMS OF PAYMENTS****3.1 Monthly Expenditure Plan**

The Province agrees to the Monthly Expenditure Plan as set out in PART D. The Province may propose changes to the monthly expenditures as required. Such proposed changes will take effect thirty (30) days after being mutually agreed to by the Province and the Minister, subject to 3.2.2.

**3.2 Cash Payments**

- 3.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D. The Minister shall provide the Province with a schedule of payments.
- 3.2.2 The parties agree that PART D may be amended in accordance with the requirements set out in section 11, to allow for the reallocation of funds within existing approved limits so as to accommodate unforeseen or unusual costs, but in no event shall Canada's obligation under this Arrangement exceed the agreed maximum annual amount(s) as set out in section 2 of the Articles of Agreement.



- 3.2.3 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the Programs and Services set out in this Arrangement. The Minister shall notify the Province in writing of any cancellation or reduction in the funding provided pursuant to this Arrangement in the event that the Minister's funding levels are changed by Parliament.
- 3.2.4 Payments may be withheld by the Minister, if the reports are not provided by the Province to the Minister as required under this Arrangement. Any amounts so withheld shall be paid by the Minister to the Province, within forty-five (45) days of the submission of the reports.
- 3.2.5 The Minister may extend the deadline for the receipt of reports in the event the Province provides written notice, prior to the date the report is due, of circumstances beyond the Province's control.
- 3.2.6 Any Surplus or other amount owing by the Province to the Minister under this Arrangement is a debt due and payable on the date the financial report is due. The Minister shall notify the Province in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Province.

### 3.3 Surpluses

#### 3.3.1 For each Program or Service identified in PART D:

- (a) subject to subsection 3.2.2 and 9.1, any Surplus shall be reimbursed by the Province to the Minister; and
- (b) any claims eligible for reimbursement under the terms and conditions of this Arrangement shall be reimbursed by the Minister to the Province.

## 4.0 RECORDS

The Province shall:

- 4.1 ensure that records are maintained for each Program or Service identified in PART D covered by this Arrangement in accordance with the requirements of the *Schools Act, 1997* and any other relevant provincial legislation;
- 4.2 provide to the Minister the following reports:
  - (a) annually, on October 15, a student census report based on a census date of September 30;
  - (b) at the end of each School Year, a school evaluation report; and
  - (c) a financial report as required in subsections 5.1 and 5.2; and
- 4.3 allow the Minister access to all records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Province will be notified in writing of such cause. The right of access to these records is subject to the *Schools Act, 1997* and provincial laws relating to privacy and access to information.



4.4 For further clarity the Minister:

- (a) may request access to such records as referred to in subsections 4.1, 4.2 and 4.3 above for purposes including:
  - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and
  - (ii) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
- (b) shall notify the Province in writing, at least two (2) weeks in advance of the requirement for access to the Province's records and the tests the Minister shall perform to confirm the quality of information reported by the Province under the terms and conditions of this Arrangement.

5.0 FINANCIAL REPORTING

- 5.1 The Province shall ensure that an audit is conducted by an independent auditor licensed under the *Public Accountancy Act* as required by the *Schools Act, 1997*.
- 5.2 The Province shall ensure that a financial report is prepared in accordance with the requirements set out in PART C - Appendix A and which shall be delivered to the Minister, within one hundred and eighty (180) calendar days of the Province's fiscal year end.
- 5.3 Where the deadline for receipt of the financial report required under this Arrangement has not been complied with, the Minister may require that an independent auditor be appointed by the Province by a date specified by the Minister. Should the Province fail to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the Province. The Province shall ensure that such an auditor shall have reasonable access to records and files.
- 5.4 The Minister shall provide the Province with notice of receipt and general comments within thirty (30) days of receiving the financial report.

6.0 DEFAULT

- 6.1 The Province shall be in default of this Arrangement in the event that:
  - (a) the terms and conditions of this Arrangement are not being met by the Province; or
  - (b) an auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Province in the course of conducting an audit pursuant to subsections 5.2 or 5.3.
- 6.2 Canada shall be in default of this Arrangement in the event that terms and conditions of this Arrangement are not being met by Canada.

**7.0 PROVISION OF INFORMATION**

- 7.1 The Minister will, at the Province's request, provide to the Province:
- (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
  - (b) any publicly available information or guidelines relevant to the Programs and Services in this Arrangement.

**8.0 SUBJECT MATTER OF THE ARRANGEMENT**

- 8.1 This Arrangement is only for the funding and delivery of the Programs and Services listed in PART E.

**9.0 AMENDMENTS**

- 9.1 All Amendments to this Arrangement shall be made in writing and agreed to by both parties.

**10.0 TERMINATION**

- 10.1 Termination of this Arrangement shall require written notice by either party, at least ninety (90) days prior to the end of the School Year;
- 10.2 Such termination shall become effective on September 1 of the following School Year and Canada agrees to reimburse the Province its reasonable costs incurred by such early termination including costs of meeting any contractual obligations; and
- 10.3 In the event of the termination of this Arrangement:
- (a) the Province will provide the Minister with financial statements within ninety (90) days following the effective date of termination, unless the Minister waives this requirement in writing;
  - (b) any unexpended funding transferred to the Province by the Minister, up to the effective date of termination will be paid to the Minister by the Province, unless the Province and the Minister agree otherwise in writing; and
  - (c) any monies owed to the Province by the Minister, up to the effective date of termination will be paid to the Province by the Minister, unless the Province and the Minister agree otherwise in writing.

**11.0 NOTICES**

- 11.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 11.4.
- 11.2 The notice referred to in section 11.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which the notice is delivered;

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- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
  - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.
- 11.3 The address information of either party referred to in section 11.4 may be changed by providing notice to the other party of such change.

11.4 Notices shall be mailed , couriered and/or faxed to:

Province at:

Department of Education  
PO Box 8700  
St. John's, NL A1B 4J6

Attention: Senior Director,  
School Services  
Fax # (709) 729-5896

Canada at:

Department of Indian Affairs and  
Northern Development - Atlantic  
PO Box 160 (40 Havelock Street)  
Amherst, NS B4H 3Z3

Attention: Director, Newfoundland &  
Labrador Secretariat  
Fax # (902) 661-6237

**12.0 EXTENT OF ARRANGEMENT**

- 12.1 This Arrangement constitutes the entire Arrangement between the parties with respect to the subject matter herein.

**13.0 SUCCESSORS**

- 13.1 This Arrangement shall be binding upon the parties to this Arrangement and their respective administrators and successors.

**14.0 REPRESENTATION OF AUTHORITY**

- 14.1 For the purposes of this Arrangement, the Province is not an agent of Canada.

**15.0 CONFLICT OF INTEREST PROVISIONS**

- 15.1 No member of the Senate, House of Commons of Canada, the House of Assembly of Newfoundland and Labrador or the Board, shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.
- 15.2 No individual for whom the post-employment provisions of Canada's *Conflict of Interest and Post-Employment Code for Public Office Holders*, or the *Conflict of Interest and Post-Employment Code for the Public Service*, or any relevant Provincial laws and or policies applied, will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

**16.0 ASSIGNMENT**

- 16.1 This Agreement cannot be assigned without the written consent of the parties.



**17.0 INDEMNIFICATION**

- 17.1 The Province will save harmless and fully indemnify Canada, Her officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Province, any breach of this Arrangement by the Province, and performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Province entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.
- 17.2 Canada shall fully indemnify the Province for the reasonable costs incurred by the Province in the event that the Province is unable to perform its obligations under this Arrangement due to circumstances beyond the Province's control.
- 17.3 Canada will save harmless and fully indemnify the Province, its officers, employees, servants and agents, successors and assigns from and against all claims, liabilities and demands arising directly or indirectly from any act, omission or negligence of Canada, from any breach of this Arrangement by Canada and performance or nonperformance (in whole or in part) of Canada's obligations under this Arrangement, such indemnification will survive the termination or expiration of this Arrangement.

## PART C

**ACCOUNTABILITY FRAMEWORK****1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Province agrees to implement and maintain a system of accountability consistent with the following accountability framework and the obligations contained herein.

**2.0 Transparency****2.1 Agency of the Province - the Board**

- 2.1.1 It is acknowledged that the Board will deliver the Programs and Services, maintain records and submit reports, as required, in accordance with the provisions of the *Schools Act, 1997*. The Province will remain, however, liable to the Minister for the performance of its obligations under this Arrangement.
- 2.1.2 The Province will save harmless and fully indemnify Canada, Her officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Board, from the performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Board entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

**2.2 Loans**

The Province shall not make loans from funds transferred under this Arrangement.



## PART C - APPENDIX A

**REPORTING WITH AUDITED FINANCIAL STATEMENTS****1.0 INTRODUCTION**

- 1.1 Provincial financial reporting of DIAND funding will be based on general purpose financial statements that meet the needs of all potential readers and be prepared in accordance with generally accepted accounting principles (GAAP). These statements shall be audited in accordance with generally accepted auditing standards.

**2.0 TREATMENT OF DIAND FUNDING AT YEAR END****2.1 Programs and Services Schedules**

In addition to the financial statements required by GAAP, DIAND requires that the Province prepare a separate schedule of revenue and expenditure for each Program and Service funded under the Arrangement.

**2.2 Amounts due to/from Canada**

Contribution funding provided to the Province is to be used for the purposes specified in the Arrangement. The Province must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable to DIAND in its audited financial statements.

Also, any claims eligible for reimbursement under the terms and conditions of the Arrangement will be reimbursed by DIAND to the Province and must be disclosed as an account receivable in the Province's audited financial statements.

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**EXAMPLE SCHEDULE of EXPENDITURES FOR PROGRAMS AND SERVICES**

Statement of Revenue and Expenditure  
 (Description of the Programs and Services as stated in the Arrangement)  
 for the year ended ( )

	20(xx) \$	Budget 20(xx) \$	20(xx-1) \$
<b>REVENUE(S)</b>			
DIAND			
Other sources			
Total Programs and Services Revenue			
<b>EXPENDITURES</b>			
Salaries			
Employee benefits			
Travel			
Consultation fees			
Administration			
Bank and interest charges			
Other			
Total Programs and Services Expenditures			
<b>SURPLUS (DEFICIT)</b>			

PART D

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CashFlow

15

Arrangement No.: 2006-2007-2-00-3485-0006

## PART E

**LIST OF PROGRAMS AND SERVICES TO BE PROVIDED AT SHESHATSHIU  
UNDER THIS ARRANGEMENT AND IN ACCORDANCE WITH THE ACT  
FOR FISCAL YEAR 2006/2007**

Item	Purpose	2006/2007 12 months	2006/2007 Prorated for 4 months
<b>1.</b>	<b>Teaching Services</b>		
<b>1.1</b>	<b>Human Resources</b>		
1.1.1	35 teachers - salaries and benefits (includes 1 teacher at the Treatment Centre)	\$2,664,118	\$888,039
1.1.2	Substitute teachers - salaries and benefits	\$80,000	\$26,667
1.1.3	Student Assistants - salaries and benefits	\$41,500	\$13,833
1.1.3.1	Student Assistants - replacements	\$5,000	\$1,667
1.1.4	Skating teacher (50% unit)	\$38,374	\$12,791
1.2	Instructional	\$360,000	\$120,000
1.3	Innu Language Material	\$31,000	\$10,333
1.4	Complementary Services	\$30,000	\$10,000
1.5	Cultural Activities and Programs	\$46,000	\$15,333
	<b>Total Human Resources</b>	<b>\$3,295,992</b>	<b>\$1,098,663</b>
<b>2.</b>	<b>School Operations</b>		
2.1	Telecommunications (Distance Education)	\$7,500	\$2,500
2.2	Photocopying	\$10,000	\$3,333
	<b>Total School Operations</b>	<b>\$17,500</b>	<b>\$5,833</b>
<b>3.</b>	<b>Board Coordination and Administration</b>		
3.1	Program Administration Costs (includes \$10,000 for IT technician)	\$55,000	\$18,333
3.2	Staff Travel 13 @ \$40 per trip	\$6,000	\$2,000
3.3	Orientation and Professional Development	\$90,000	\$30,000
3.4	Curriculum Development and Support	\$50,000	\$16,667
3.5	Teacher Recruitment	\$5,000	\$1,667
	<b>Total Board Coordination and Administration</b>	<b>\$206,000</b>	<b>\$68,667</b>
<b>4.</b>	<b>Department of Education Coordination</b>		
4.1	Travel	\$10,000	\$3,333
4.2	Audit	\$5,000	\$1,667
	<b>Total Dept of Education Coordination</b>	<b>\$15,000</b>	<b>\$5,000</b>



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**PART E****Building  
Operations and Maintenance**

Item	Purpose	2006/2007 12 months	2006/2007 Prorated for 6 months
<b>5</b>	<b>Wages and Benefits - Instructional</b>		
5.1	School Secretary - salary and benefits	\$36,500	\$18,250
5.1.1	School Secretary - severance accrual	\$9,281	\$4,641
5.1.1.1	School Secretary - paid leave (illness etc)	\$5,000	\$2,500
	<b>Total Wages and Benefits - Instructional</b>	<b>\$50,781</b>	<b>\$25,391</b>
<b>6</b>	<b>Wages and Benefits - Maintenance and Operations</b>		
6.1	J & M - salaries and benefits	\$85,484	\$42,742
6.2	J & M - salaries and benefits - overtime	\$4,000	\$2,000
6.3	J & M - salaries and benefits - replacements	\$4,000	\$2,000
6.4	Additional Janitor - salary and benefits	\$21,000	\$10,500
	<b>Total Wages and Benefits - M &amp; O</b>	<b>\$114,484</b>	<b>\$57,242</b>
<b>7</b>	<b>Operations</b>		
7.1	Telecommunications - telephone, internet connectivity	\$7,500	\$3,750
7.2	Fuel	\$40,000	\$20,000
7.3	Electricity	\$12,500	\$6,250
7.4	Snow Clearing (8 month contract effective October 1, 2006)	\$9,700	\$7,275
7.5	Contingency *	\$15,000	\$7,500
	<b>Total Operations</b>	<b>\$84,700</b>	<b>\$44,775</b>
<b>8</b>	<b>Repairs and Maintenance</b>		
8.1	General repairs and maintenance	\$40,000	\$20,000
8.2	Contingency for capital repairs *(Not prorated)	\$100,000	\$100,000
8.3	Furnace maintenance	\$5,000	\$2,500
8.4	Contingency for furnace maintenance *	\$10,000	\$5,000
8.5	Contracted services (fire alarm inspections, security system, PA)	\$4,500	\$2,250
8.6	Classroom renovations, Asbestos removal, Fire damage repairs (actual costs incurred)		\$ 68,963
	<b>Total Repairs and Maintenance</b>	<b>\$159,500</b>	<b>\$198,713</b>
<b>9</b>	<b>Supplies and Equipment</b>		
9.1	Janitorial (toilet paper, paper towels, cleaning supplies, etc)	\$7,000	\$3,500
9.2	Maintenance	\$20,000	\$10,000
	<b>Total Supplies and Equipment</b>	<b>\$27,000</b>	<b>\$13,500</b>



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<b>10</b>	<b>Student Transportation</b>		
10.1	Cost of bussing services provided	\$133,360	\$70,430
10.2	Contingency - Repairs and Maintenance *	\$22,500	\$7,500
	<b>Total Student Transportation</b>	<b>\$155,860</b>	<b>\$77,930</b>
	<b>Total Operations, Maintenance and Transportation</b>	<b>\$592,325</b>	<b>\$412,781</b>

\* Contingency for Capital

## SUMMARY

Item	Purpose	2006/2007 12 months	2006/2007 Prorated
1, 2, 3.4, & 3.5	Provincial Tuition	\$3,368,492	\$1,122,830
3 & 4	Advice and Assistance	\$166,000	\$55,333
5,6,7,8,9	Operations and Maintenance	\$436,465	\$339,621
10	Student Transportation	\$155,860	\$77,930
	<b>Grand Total</b>	<b>\$4,126,817</b>	<b>\$1,595,714</b>

**PART F****OPERATIONS AND MAINTENANCE STANDARDS AND GUIDELINES****PEENAMIN MCKENZIE SCHOOL  
MAINTENANCE/JANITORIAL DUTIES****1. BACKGROUND INFORMATION****A. Maintenance/Janitorial Staff**

Peenamin McKenzie School presently has the following complement of maintenance/janitorial positions:

**1. Maintenance/Janitor:**

This is a combined position allotted eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year.

**2. Janitor:**

There are presently two (2) janitorial positions at the school as follows:

- (i) 7 hour position
- (ii) 5 hour position

The five (5) hour position is new and is effective as of January 2007 due to additional funding being provided by the Department of Indian and Northern Affairs.

**B. Square footage**

The square footage of Peenamin McKenzie School is 35,134 sq. ft.

**C. Ancillary Cleaning Requirements at Peenamin McKenzie School****1. Breakfast/Lunch Program:**

A breakfast/lunch program is offered to the students of the school. Consequently there is a requirement for increased janitorial time to address the clean-up associated with such a program.

**2. Community Usage of the School:**

There is a community usage of the school requiring additional janitorial time to address the clean-up associated with the usage.

**D. Principal as Building Manager**

The school principal is the site manager for the school and as such has the authority to set, amend priorities direct and monitor the maintenance and janitorial staff at Peenamin McKenzie School.

This may include for example, but is not limited to, the changing of either maintenance or janitorial needs on a daily basis to undertake a special project, address a concern, apply either extra maintenance or janitorial time as requested to the school.

The principal will also establish a work job request system for maintenance concerns in the school. This will consist of a means of staff identifying and reporting maintenance requests to the Principal, his/her prioritization of same,

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communicating them to the maintenance staff and ensuring feedback, follow-up and reporting on results completed, if not why and a time frame for completion of same.

## 2. JOB DUTIES:

### A. Maintenance/Janitor:

Typically, daily maintenance duties would be assigned based on the number of routine requests received by the school principal. The time allotted for the routine duties should average between one to two hours (1-2) per day per school week, thereby allowing approximately ten (10) hours per week for routine maintenance in the school.

The maintenance hours available will vary on a daily/weekly basis, depending upon: 1) winter months and 2) additional or non-routine maintenance requests. During the winter months the maintenance worker has the responsibility of ensuring snow and ice control is performed on all doors, exit ways and walkways at the school. This coupled with non-routine maintenance items will either decrease 1) the time available for janitorial duties, or 2) the time available for routine maintenance items.

The maintenance/janitor duties include the items listed on the utility worker II checklist in addition to the maintenance duties as assigned to the position by the school principal.

In summary, the available per week (typical, excluding winter and non routine maintenance requests) for the maintenance/janitorial position are as follows:

Maintenance	10-15 hours
Janitorial	<u>30-25 hours</u>
Total Hours	40 hours

During the summer and until the recall of the janitorial staff, the hours available for maintenance work are forty hours per week. Upon the recall of the janitorial staff, the maintenance/position reverts back to a maintenance/janitor position with responsibilities in each classification.

### B. Janitorial Duties (Utility Worker II)

The two (2) designated janitorial positions - one (1) seven (7) hour and one (1) two (2) hour position together with the maintenance/janitor position are responsible for ensuring the level of cleanliness is maintained at all times.

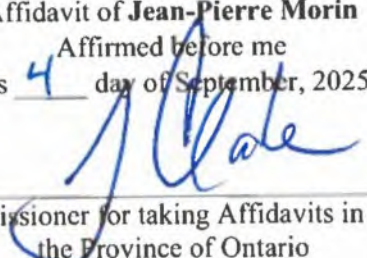
This is accomplished under the direction of the school principal in consultation with the Manager of Plants & Facilities.

A detailed check list has been developed to assist in both the performance of the daily janitorial duties (copy attached) and the principal's monitoring of the same. It also incorporates the duties assigned to the five (5) hour janitorial position responsible for the clean up vis a vis the breakfast/lunch program.

2024 01G CP 0064

This is **Exhibit 25** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

51-33-2605 006451

**FUNDING ARRANGEMENT**





**FUNDING ARRANGEMENT**  
**ARTICLES OF AGREEMENT**

This Funding Arrangement hereinafter referred to as the "Arrangement " is made the 1st day of January, 2003.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as "Canada")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND  
AND LABRADOR** as represented by the Minister of Education, the Minister of  
Intergovernmental Affairs and the Minister of Labrador and Aboriginal Affairs  
(hereinafter referred to as the "Province")

**WHEREAS** section 91(24) of the *Constitution Act, 1867* states that the Parliament of Canada has exclusive legislative authority to make laws in relation to Indians and lands reserved for Indians;

**AND WHEREAS** section 93 of the *Constitution Act, 1867* states that the provincial legislatures have exclusive authority to make laws in relation to education;

**AND WHEREAS** the Minister has agreed to provide funding to reimburse the Province **100% of** the costs incurred by it in the administration and delivery of education Programs and Services to members of the Mushuau Innu First Nation and other Students at Natuashish and Davis Inlet until such time as the move to Natuashish is considered complete ;

**AND WHEREAS**, the Province has agreed to administer and deliver these education Programs and Services in accordance with the *Schools Act, 1997*, SNL1997 c.S-12.2 (hereinafter referred to as the "*Schools Act, 1997*") and the terms of this Arrangement to the extent that they do not conflict with said Act.

**AND WHEREAS** Canada and the Province have further agreed to work together with the Mushuau Innu First Nation to develop Culturally Relevant Curriculum and to establish processes intended to lead to the devolution of the administration and delivery of these Programs and Services to the Mushuau Innu First Nation;

**AND WHEREAS** the Treasury Board of Canada, by virtue of P.C. 1997-7/415 dated March 19, 1997 has given the Minister the authority to enter into this Arrangement on behalf of Canada and has approved the terms and conditions of this Arrangement;

**AND WHEREAS** the Lieutenant Governor in Council by OC 2003-145 has authorized the provincial Ministers to enter into this Arrangement on behalf of the Province and has approved the terms and conditions of this Arrangement.

**NOW THEREFORE CANADA AND THE PROVINCE AGREE TO THE FOLLOWING:**

**1.0 ARRANGEMENT**

**1.1** This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework and Appendix A
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan



## PART E - List of Programs and Services to be Provided

16 JUN 2003

**2.0 ARRANGEMENT AMOUNT**

- 2.1 Canada agrees to provide an amount not to exceed the sum of Three Hundred and Seven Thousand, Two Hundred and Eight dollars (\$307,208.00) in the 2002/2003 Fiscal Year, and an amount not to exceed the sum of One Million, Four Hundred and Thirty-five Thousand and Eighteen dollars (\$1,435,018.00) in the 2003/2004 Fiscal Year for services at Natuashish, and an amount of One Hundred and Sixteen Thousand, Nine Hundred and Sixty-three dollars (\$116,963.00) in the 2002/2003 Fiscal Year, ~~and an amount not to exceed One Hundred and Sixteen Thousand, Nine Hundred and Sixty-two dollars (\$116,962.00) in the 2003/2004 Fiscal Year for the period covering April 1, 2003 to June 30, 2003~~ for Davis Inlet to the Province in accordance with the terms and conditions of this Arrangement,

**TOTAL AMOUNT OF AGREEMENT - 2002/2003 - \$424,171.00; 2003/04 - \$1,435,018.00.**

**3. DEVOLUTION OF CONTROL TO THE MUSHUAU INNU**

- 3.1 The Parties acknowledge that the devolution of the administration and delivery of educational Programs and Services to the Mushuau Innu is a critical element in Canada's Healing Strategy for members of the Mushuau Innu. During the term of this Agreement the Parties shall participate in the EWG and in any future process as may be agreed to by the Parties, intended to lead to the devolution of the administration and delivery of these Programs and Services to the Mushuau Innu.

**4.0 DURATION OF THE ARRANGEMENT**

- 4.1 This Arrangement shall be in effect from January 1, 2003 until March 31, 2004 subject to the termination provisions contained in this Arrangement.

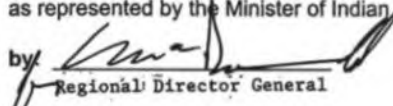
**5.0 REPRESENTATIONS AND WARRANTIES**

- 5.1 The Province represents and warrants that any person lobbying on its behalf is registered pursuant to the *Lobbyist Registration Act*; and

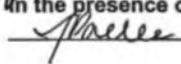
Arrangement No.:

This Arrangement has been executed by Canada and the Province by their duly authorized representatives.

**SIGNED ON BEHALF OF HER MAJESTY IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern Development

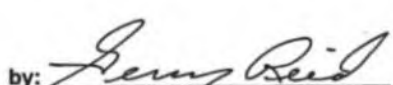
by:   
Regional Director General

In the presence of:

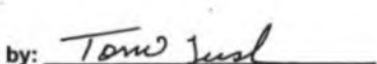


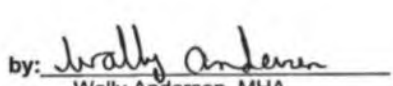
Date: JUN 18 2003

**SIGNED ON BEHALF OF HER MAJESTY IN RIGHT OF THE PROVINCE**  
as represented by the Minister of Education, the Minister of Intergovernmental Affairs  
and the Minister of Labrador and Aboriginal Affairs

by:   
Gerry Reid, MHA  
Minister of Education

and

by:   
Tom Lush, MHA  
Minister of Intergovernmental Affairs

by:   
Wally Andersen, MHA  
Minister of Labrador & Aboriginal Affairs

In the presence of

\_\_\_\_\_

Date: \_\_\_\_\_

Arrangement No.: xxxxx

**PART A****DEFINITIONS****AMENDMENT**

A formal change to the terms and conditions of this Arrangement which is mutually agreed to by both Parties and executed in accordance with the provisions of Part B, sub-section 9.1.

**BOARD**

The Labrador School Board incorporated pursuant to section 53 of the *Schools Act, 1997* and vested with the powers and duties contained in sections 75 and 76 of said *Act*.

**CONTRIBUTION**

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to Canada..

**CULTURALLY RELEVANT CURRICULUM**

Culturally relevant curriculum refers to a curriculum designed specifically to respond to the social, cultural and environmental needs of the Mushuau Innu and is intended to supplement and enrich the curriculum prescribed or approved under the *Schools Act, 1977*.

**DIAND**

The federal Department of Indian Affairs and Northern Development.

**EDUCATION WORKING GROUP or "EWG"**

The committee established and formally known as the Education Working Group on Education Outcomes which consists of representatives from Canada, the Province, the Board and members of the Innu communities of Davis Inlet and Sheshatshui.

**FISCAL YEAR**

A twelve month period beginning on and including April 1 of a year and ending on and including March 31 of the immediately following calendar year.

**MINISTER**

The federal Minister of Indian Affairs and Northern Development.

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for Programs and Services in accordance with the Province's estimated monthly cash requirement.

**MUSHUAU INNU**



Arrangement No.: xxxxx

**PART A**

The Indian band (also known as the Mushuau Innu First Nation) to be created under the *Indian Act* whose reserve will be located at Natuashish.

**PROGRAM AND SERVICES**

The programs, services and activities to be funded as listed in Part D and E of this Arrangement, as may be amended from time to time, which the Province agrees to administer and/or deliver to Students and which include programs and services related to teaching, Board coordination and administration and coordination by the provincial Department of Education.

**SCHOOL YEAR**

A twelve month period beginning on and including July 1 of a year and ending on and including, June 30 of the immediately following calendar year.

**STUDENT**

Children who ordinarily reside in Natuashish and who meet the definition of "student" as that term is defined in subsection 2(t) of the *Schools Act, 1997*.

**SURPLUS**

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Province for delivery of a service funded after all terms and conditions have been fulfilled by the Province.



Arrangement No.:

**PART B****GENERAL TERMS AND CONDITIONS****1. RIGHTS OF ACCESS**

- 1.1 Canada shall provide the Province, at no cost, with rights of access, use and occupation of the school facility situated in Natuashish in accordance with the terms of the Newfoundland-Labrador/Canada/Mushuau Innu Land Transfer Agreement.

**2.0 PROGRAMS AND SERVICES****2.1 The Province shall:**

- (a) engage the Board to deliver the primary, elementary and secondary educational Programs and Services listed in PART D and E to Students in Natuashish; said Programs and Services to be delivered in accordance with the terms and conditions of this Arrangement, to the extent they do not conflict with the said Act.
- (b) facilitate the enhancement of the social and cultural relevancy of the curriculum and the means of its delivery by participating in the EWG;
- (c) participate in any process leading to the devolution of the administration and delivery of educational Programs and Services to the Mushuau Innu; and
- (d) maintain a system of accountability in accordance with the framework set out in PART C.

**3.0 TERMS OF PAYMENTS****3.1 Monthly Expenditure Plan**

The Province agrees to the Monthly Expenditure Plan as set out in PART D. The Province may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the Province and the Minister, subject to 3.2.2.

**3.2 Cash Payments**

- 3.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D. The Minister shall provide the Province with a schedule of payments.
- 3.2.2 The Parties agree that PART D may be amended in accordance with the requirements set out in section 11, to allow for the reallocation of funds within existing approved limits so as to accommodate unforeseen or unusual costs, but in no event shall Canada's obligation under this Arrangement exceed the agreed maximum annual amount(s) as set out in section 2 of the Articles of Agreement.
- 3.2.3 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the Programs and Services set out in this Arrangement. The Minister shall notify the Province in writing of any cancellation or reduction in the funding provided pursuant to this Arrangement in the event that the Minister's funding levels are changed by Parliament.

## Arrangement No.:

**PART B**

- 3.2.4 Payments may be withheld by the Minister, if the reports are not provided by the Province to the Minister as required under this Arrangement. Any amounts so withheld shall be paid by the Minister to the Province, within forty-five (45) days of the submission of the reports.
- 3.2.5 The Minister may extend the deadline for the receipt of reports in the event the Province provides written notice, prior to the date the report is due, of circumstances beyond the Province's control.
- 3.2.6 Any Surplus or other amount owing by the Province to the Minister under this Arrangement is a debt due and payable on the date the financial report is due or on March 31, 2004. The Minister shall notify the Province in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Province.

**3.3 Surpluses****3.3.1** For each Program or Service identified in PART D:

- (a) subject to sub-section 3.2.2 and 9.1, any Surplus shall be reimbursed by the Province to the Minister; and
- (b) any claims eligible for reimbursement under the terms and conditions of this Arrangement shall be reimbursed by the Minister to the Province.

**4.0 RECORDS**

The Province shall:

- 4.1 ensure that records are maintained for each Program or Service identified in PART D covered by this Arrangement in accordance with the requirements of the *Schools Act, 1997* and any other relevant provincial legislation;
- 4.2 provide to the Minister the following reports:
- (a) annually, on October 30, a student census report based on a census date of September 30;
  - (b) at the end of each School Year, a School evaluation report; and
  - (c) a financial report as required in subsections 5.1 and 5.2; and
- 4.3 allow the Minister access to all records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Province will be notified in writing of such cause. The right of access to these records is subject to the *Schools Act, 1997* and provincial laws relating to privacy and access to information.
- 4.4 For further clarity the Minister:
- (a) may request access to such records as referred to in subsections 4.1, 4.2 and 4.3 above for purposes including:
    - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and

## Arrangement No.:

**PART B**

- (ii) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
- (b) shall notify the Province in writing, at least two (2) weeks in advance of the requirement for access to the Province's records and the tests the Minister shall perform to confirm the quality of information reported by the Province under the terms and conditions of this Arrangement.

**5.0 FINANCIAL REPORTING**

- 5.1 The Province shall ensure that an audit is conducted by an independent auditor licensed under the *Public Accountancy Act* as required by the *Schools Act, 1997*.
- 5.2 The Province shall ensure that a financial report is prepared in accordance with the requirements set out in Part C - Appendix A and which shall be delivered to the Minister, within one hundred and eighty (180) calendar days of the Province's Fiscal Year end.
- 5.3 Where the deadline for receipt of the financial report required under this Arrangement has not been complied with, the Minister may require that an independent auditor be appointed immediately by the Province. Should the Province refuse to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the Province. The Province shall ensure that such an auditor shall have reasonable access to records and files.
- 5.4 The Minister shall provide the Province with notice of receipt and general comments within thirty (30) days of receiving the financial report.

**6.0 DEFAULT**

- 6.1 The Province shall be in default of this Arrangement in the event that:
  - (a) the terms and conditions of this Arrangement are not being met by the Province; or
  - (b) an auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Province in the course of conducting an audit pursuant to subsections 5.2 or 5.3.
- 6.2 Canada shall be in default of this Arrangement in the event that terms and conditions of this Arrangement are not being met by Canada.

**7.0 PROVISION OF INFORMATION**

- 7.1 The Minister will, at the Province's request, provide to the Province:
  - (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
  - (b) any publicly available information or guidelines relevant to the Programs and Services in this Arrangement.

**PART B**



## Arrangement No.:

**SUBJECT MATTER OF THE ARRANGEMENT**

- 8.1 This Arrangement is only for the funding and delivery of the Programs and Services listed in Part D and E.

**9.0 AMENDMENTS**

- 9.1 All Amendments to this Arrangement shall be made in writing and agreed to by both Parties.

**10.0 TERMINATION**

- 10.1 Termination of this Arrangement shall require written notice by either party, at least ninety (90) days prior to the end of the School Year;
- 10.2 Such termination shall become effective on September 1 of the following School Year and Canada agrees to reimburse the Province its reasonable costs incurred by such early termination including costs of meeting any contractual obligations; and
- 10.3 In the event of the termination of this Arrangement:
- (a) the Province will provide the Minister with financial statements within ninety (90) days following the effective date of termination, unless the Minister waives this requirement in writing;
  - (b) any unexpended funding transferred to the Province by the Minister, up to the effective date of termination will be paid to the Minister by the Province, unless the Province and the Minister agree otherwise in writing; and
  - (c) any monies owed to the Province by the Minister, up to the effective date of termination will be paid to the Province by the Minister, unless the Province and the Minister agree otherwise in writing.

**11.0 NOTICES**

- 11.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 11.4.
- 11.2 The notice referred to in section 11.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which the notice is delivered;
  - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
  - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.
- 11.3 The address information of either party referred to in section 11.4 may be changed by providing notice to the other party of such change.

## Arrangement No.:

**PART B****11.4 Notices shall be mailed to:****Province at:**

Department of Education  
PO Box 8700  
St. John's, NL., A1B 4J6

Attention: Senior Director, School  
Services and Facilities

**Canada at:**

Department of Indian Affairs and  
Northern Development - Atlantic  
PO Box 160 (40 Havelock Street)  
Amherst, NS, B4H 3Z3

Attention: Director, Newfoundland &  
Labrador Secretariat

**12.0 EXTENT OF ARRANGEMENT**

12.1 This Arrangement constitutes the entire Arrangement between the Parties with respect to the subject matter herein.

**13.0 SUCCESSORS**

13.1 This Arrangement shall be binding upon the Parties to this Arrangement and their respective administrators and successors.

**14.0 REPRESENTATION OF AUTHORITY**

14.1 For the purposes of this Arrangement, the Province is not an agent of Canada.

**15.0 CONFLICT OF INTEREST PROVISIONS**

15.1 No member of the Senate, House of Commons of Canada, the House of Assembly of Newfoundland and Labrador or the Board, shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.

15.2 No individual for whom the post-employment provisions of Canada's *Conflict of Interest and Post-Employment Code for Public Office Holders*, or the *Conflict of Interest and Post-Employment Code for the Public Service*, or any relevant Provincial laws and or policies applied, will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

**16.0 ASSIGNMENT**

16.1 This Agreement cannot be assigned without the written consent of the parties.

**17.0 INDEMNIFICATION**

17.1 The Province will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Province, any breach of this Arrangement by the Province, and performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Province entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

17.2 Canada shall fully indemnify the Province for the reasonable costs incurred by the Province in the event that the Province is unable to perform its obligations under



## Arrangement No.:

this Arrangement due to circumstances beyond the Province's control.

- 17.3 Canada will save harmless and fully indemnify the Province, its officers, employees, servants and agents, successors and assigns from and against all claims, liabilities and demands arising directly or indirectly from any act, omission or negligence of Canada, from any breach of this Arrangement by Canada and performance or nonperformance (in whole or in part) of Canada's obligations under this Arrangement, such indemnification will survive the termination or expiration of this Arrangement.

Arrangement No.:

## PART C

**ACCOUNTABILITY FRAMEWORK****1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Province agrees to implement and maintain a system of accountability consistent with the following accountability framework and the obligations contained herein.

**2.0 Transparency****2.1 Agency of the Province - the Board**

- 2.1.1 It is acknowledged that the Board will deliver the Programs and Services, maintain records and submit reports, as required, in accordance with the provisions of the *Schools Act, 1997*. The Province will remain, however, liable to the Minister for the performance of its obligations under this Arrangement.
- 2.1.2 The Province will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Board, from the performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Board entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

**2.2 Loans**

The Province shall not make loans from funds transferred under this Arrangement.

Arrangement No.:

## PART C -

## APPENDIX A

**REPORTING WITH AUDITED FINANCIAL STATEMENTS****1.0 INTRODUCTION**

- 1.1 Provincial financial reporting of DIAND funding will be based on general purpose financial statements that meet the needs of all potential readers and be prepared in accordance with generally accepted accounting principles (GAAP). These statements shall be audited in accordance with generally accepted auditing standards.

**2.0 TREATMENT OF DIAND FUNDING AT YEAR END****2.1 Programs and Services Schedules**

In addition to the financial statements required by GAAP, DIAND requires that the Province prepare a separate schedule of revenue and expenditure for each Program and Service funded under the Arrangement.

**2.2 Amounts due to/from the Crown**

Contribution funding provided to the Province is to be used for the purposes specified in the Arrangement. The Province must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable to DIAND in its audited financial statements.

Also, any claims eligible for reimbursement under the terms and conditions of the Arrangement will be reimbursed by DIAND to the Province and must be disclosed as an account receivable in the Province's audited financial statements.

**EXAMPLE OF PROGRAMS AND SERVICES SCHEDULE**

Statement of Revenue and Expenditure  
(Description of the Programs and Services as stated in the Arrangement)  
for the year ended ( )

	Budget 20(xx)	20(xx)	20(xx- 1)
	\$	\$	\$
<b>REVENUE(S)</b>			
DIAND			
Other sources			
Total (Program and Services) revenue			
<b>EXPENDITURES</b>			
Salaries			
Employee benefits			
Travel			
Consultation fees			
Administration			
Bank and interest charges			
Other			
Total Program and Services expenditures			
<b>SURPLUS (DEFICIT)</b>			

Arrangement No.:

**EDUCATION SERVICES**

F.Y. 2002/2003

**PART D  
PROGRAM BUDGETS, AUTHORITIES AND MONTHLY EXPENDITURE PLAN**

ACTIVITY	SC	VCC	TYPE	PMT	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	POOL	TOTAL
----------	----	-----	------	-----	-----	-----	------	------	-----	------	-----	-----	-----	-----	-----	-----	------	-------

**INDIAN AND INUIT AFFAIRS PROGRAM - ACTIVITY STRUCTURE**

Primary/Elementary/Secondary Instructional Services - Provincial Schools (Var) - PV 20210

Provincial Tuition	02290	331	5 Contr															\$336,465
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Education Support Services (Var) - PV 20212

Advise and Assistance - Provincial Schools	02316	331	5 Contr															\$ 87,706.
--	-------	-----	---------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	------------

<b>TOTAL EDUCATION SERVICES</b>																		\$424,171.
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ELEM: 04772	RCM: 280-00	AGREEMENT NO. 2002-2003	COMMIT. NO.	PAYEE	COST	LINE OBJECT:
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PROVINCIAL AUTHORIZED SIGNATURE

APPROVED BY FINANCIAL ARRANGEMENTS  
ARRANGEMENT MANAGEMENT  
SENIOR FUNDING SERVICES OFFICER (SEC.34)

TPMS INPUT

Arrangement No.:

**PART E****LIST OF PROGRAMS AND SERVICES TO BE PROVIDED AT NATUASHISH UNDER THIS AGREEMENT AND IN ACCORDANCE WITH THE ACT:-**

Year 1 Base

Prorated Year 1 (3/12)

<b>1. Teaching Services</b>		
1.1 Human Resources		
1.1.1 Regular	\$779,650.(19)	\$127,662. (14)
1.1.2 Challenging Needs	\$32,288.	\$8,072.
1.1.3 Substitutes	\$2,251.	\$563.
1.1.4 Benefits	\$122,128.	\$20,445.
1.2 Instructional	\$28,240.	\$7,060.
1.3 Teachers Texts	\$6,100.	\$1,525.
1.4 Innu Language Material	\$7,000.	\$1,750.
1.5 Complementary Services	\$26,700.	\$6,675.
1.6 Cultural Activities and Programs	\$11,000.	\$2,750.
<b>2. School Operations</b>		
2.1 Modern Technologies	\$55,000.	\$13,750.
2.2 Utilities	\$57,000.	\$14,250.
2.3 Telecommunications	\$7,500.	\$5,000.
<b>3. Board Coordination and Administration</b>		
3.1 Program Specialist for Innu	\$74,261.	\$37,131.(6/12)
3.2 Agreement Administration Costs	\$34,500.	\$8,625.
3.3 Staff Travel	\$35,000.	\$8,750.
3.4 General Professional Development	\$38,000.	\$9,500.
3.5 Innu Professional Development	\$50,000.	\$12,500.
3.6 Insurance		\$0.
3.7 Curriculum Development and Support	\$30,000.	\$9,000.
3.8 Teacher Recruitment	\$16,000.	\$1,000.
<b>4. Department of Education Coordination</b>		
4.1 Travel	\$22,400.	\$11,200.(6/12)
<b>TOTAL AGREEMENT</b>		<b>\$307,208.</b>
Provincial Tuition(1 & 2, 3.7, 3.8)		\$219,502.
Advice & Assistance (3&4)		\$ 87,706.
<b>TOTAL Natuashish</b>		<b>\$307,208.</b>



Arrangement No.:

## PART E

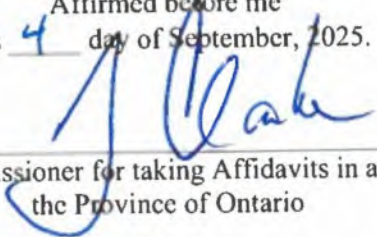
## LIST OF PROGRAMS AND SERVICES TO BE PROVIDED AT DAVIS INLET UNDER THIS AGREEMENT AND IN ACCORDANCE WITH THE ACT:-

	January -June 2003	Prorated Year 1 (1/2)
<b>1. Salaries and Benefits</b>		
a. School Secretary	\$13,000	\$ 6,500
b. Janitorial and Maintenance	\$30,000	\$15,000
c. Student Assistants	\$ 2,500	\$ 1,250
d. Per teacher (Jan - June)	\$38,625	\$19,313
<b>2. Operating and Maintenance</b>		
a. Fuel	\$53,700	\$26,850
b. Repairs and Maintenance	\$40,000	\$20,000
c. Electricity	\$ 6,000	\$ 3,000
d. Janitorial Supplies	\$ 4,200	\$ 2,100
e. Telephone	\$ 2,000	\$ 1,000
f. Janitorial Equipment	\$ 1,200	\$ 600
g. Maintenance Equipment	\$ 1,200	\$ 600
h. Housing (heat and light)	\$ 1,000	\$ 500
i. Housing (furniture)	\$ 500	\$ 250
<b>Instructional</b>		
a. School Supplies	\$17,500	\$ 8,750
b. Student/teacher travel	\$ 1,500	\$ 750
<b>4. Professional fees</b>		
Legal	\$10,000	\$ 5,000
<b>5. Recruitment</b>		
a. Advertising/travel/relocation	\$10,000	\$ 5,500
b. Food (per teacher)	\$ 1000	\$ 500
<b>Grand Total</b>	<b>\$233,925</b>	<b>\$116,963.</b>
<b>Davis Inlet Provincial Tuition</b>		<b>\$116,963.</b>
<b>Grand Total Provincial Tuition</b>	<b>\$116,063 + \$219,502 = \$336,465.</b>	
<b>Grand Total Advise &amp; Assistance</b>		<b>\$ 87,706.</b>
		<b>\$424,171.</b>

2024 01G CP 0064

This is **Exhibit 26** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

**FUNDING ARRANGEMENT**

Arrangement No.: 2005-2006-2-00-3485-0006

**FUNDING ARRANGEMENT**  
**ARTICLES OF AGREEMENT**

This Funding Arrangement hereinafter referred to as the "Arrangement" is made the 1st day of April, 2005.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs and Northern Development;  
(hereinafter referred to as "Canada")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF NEWFOUNDLAND AND LABRADOR**  
as represented by the Minister of Education, the Minister of Intergovernmental Affairs  
and the Minister Responsible for Aboriginal Affairs  
(hereinafter referred to as the "Province")

**WHEREAS** section 91(24) of the *Constitution Act, 1867* states that the Parliament of Canada has exclusive legislative authority to make laws in relation to Indians and lands reserved for Indians;

**AND WHEREAS** section 93 of the *Constitution Act, 1867* states that the provincial legislatures have exclusive authority to make laws in relation to education;

**AND WHEREAS** the Minister has agreed to provide funding to reimburse the Province 100% of the costs incurred by it in the administration and delivery of education Programs and Services to members of the Mushuau Innu First Nation and other students at Natuashish;

**AND WHEREAS**, the Province has agreed to administer and deliver these education Programs and Services in accordance with the *Schools Act, 1997*, SNL1997 c.S-12.2 (hereinafter referred to as the "*Schools Act, 1997*") and the terms of this Arrangement to the extent that they do not conflict with said Act.

**AND WHEREAS** Canada and the Province have further agreed to work together with the Mushuau Innu First Nation to develop Culturally Relevant Curriculum and to establish processes intended to lead to the devolution of the administration and delivery of these Programs and Services to the Mushuau Innu First Nation;

**AND WHEREAS** the Treasury Board of Canada, by virtue of P.C. 1997-7/415 dated March 19, 1997 has given the Minister the authority to enter into this Arrangement on behalf of Canada and has approved the terms and conditions of this Arrangement;

**AND WHEREAS** the Lieutenant Governor in Council by OC 2003-145 has authorized the provincial Ministers to enter into this Arrangement on behalf of the Province and has approved the terms and conditions of this Arrangement.

**NOW THEREFORE CANADA AND THE PROVINCE AGREE TO THE FOLLOWING:**

**1.0 ARRANGEMENT**

**1.1** This Arrangement consists of the following documents and any Amendments relating thereto:

- PART A - Definitions
- PART B - General Terms and Conditions
- PART C - Accountability Framework and Appendix A
- PART D - Program Budgets, Authorities and Monthly Expenditure Plan
- PART E - List of Programs and Services to be Provided

Arrangement No.: 2005-2006-2-00-3485-0006

**2.0 ARRANGEMENT AMOUNT**

- 2.1 Canada agrees to provide an amount not to exceed the sum of Two Million One Hundred and Thirty-Five Thousand, One Hundred and Seventeen Dollars (\$2,135,117) in the 2005/2006 Fiscal Year for services at Natuashish to the Province in accordance with the terms and conditions of this Arrangement.

**TOTAL AMOUNT OF AGREEMENT - 2005/2006 - \$2,135,117.00**

**3. DEVOLUTION OF CONTROL TO THE MUSHUAU INNU**

- 3.1 The Parties acknowledge that the devolution of the administration and delivery of educational Programs and Services to the Mushuau Innu is a critical element in Canada's Healing Strategy for members of the Mushuau Innu. During the term of this Agreement the Parties shall participate in any processes as may be agreed to by the Parties, which are intended to lead to the devolution of the administration and delivery of these Programs and Services to the Mushuau Innu.

**4.0 DURATION OF THE ARRANGEMENT**

- 4.1 This Arrangement shall be in effect from April 1, 2005 until March 31, 2006 subject to the termination provisions contained in this Arrangement.

**5.0 REPRESENTATIONS AND WARRANTIES**

- 5.1 The Province represents and warrants that any person lobbying on its behalf is registered pursuant to the *Lobbyist Registration Act*, and



Arrangement No.: 2006-2006-2-00-3485-0006

This Arrangement has been executed by Canada and the Province by their duly authorized representatives.

**SIGNED ON BEHALF OF HER  
MAJESTY THE QUEEN IN  
RIGHT OF CANADA**, as represented by  
the Minister of Indian Affairs and  
Northern Development

*John R. Brown*

John R. Brown  
Regional Director General

**SIGNED ON BEHALF OF  
PROVINCE OF NEWFOUNDLAND  
AND LABRADOR** as represented by:

*The Honourable Tom Hedderson*

The Honourable Tom Hedderson  
Minister of Education

in the presence of:

*[Signature]*

Witness

*Oct 23/05*

Date

*[Signature]*

The Honourable Tom Marshall  
Minister of Intergovernmental Affairs

in the presence of:

*[Signature]*

Witness

*October 18, 2005*

Date

*[Signature]*

The Honourable Thomas G. Rideout  
Minister Responsible for Aboriginal  
Affairs

in the presence of:

*[Signature]*

Witness

Date: *November 8/2005*

in the presence of:

*[Signature]*

Witness

Date: *October 11<sup>th</sup>, 2005*

Arrangement No.: 2005-2006-2-00-3485-0005

**PART A****DEFINITIONS****AMENDMENT**

A formal change to the terms and conditions of this Arrangement which is mutually agreed to by both Parties and executed in accordance with the provisions of Part B, sub-section 9.1.

**BOARD**

The Labrador School Board incorporated pursuant to section 53 of the *Schools Act, 1997* and vested with the powers and duties contained in sections 75 and 76 of said *Act*.

**CONTRIBUTION**

A conditional transfer payment for a specified purpose that is subject to being accounted for or audited for the purpose of determining adherence to terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to Canada.

**CULTURALLY RELEVANT CURRICULUM**

Culturally relevant curriculum refers to a curriculum designed specifically to respond to the social, cultural and environmental needs of the Mushuau Innu and is intended to supplement and enrich the curriculum prescribed or approved under the *Schools Act, 1977*.

**DIAND**

The federal Department of Indian Affairs and Northern Development.

**FISCAL YEAR**

A twelve month period beginning on and including April 1 of a year and ending on and including March 31 of the immediately following calendar year.

**MINISTER**

The federal Minister of Indian Affairs and Northern Development.

**MONTHLY EXPENDITURE PLAN**

A statement set out in PART D - Program Budgets, Authorities and Monthly Expenditure Plan distributing the annual budget for Programs and Services in accordance with the Province's estimated monthly cash requirement.

**MUSHUAU INNU**

The Indian band (also known as the Mushuau Innu First Nation) created under the *Indian Act* whose reserve is located at Natuashish.

**PROGRAM AND SERVICES**

The programs, services and activities to be funded as listed in Part D and E of this Arrangement, as may be amended from time to time, which the Province agrees to administer and/or deliver to Students and which include programs and services related to teaching, Board coordination and administration and coordination by the provincial Department of Education.

Arrangement No.: 2005-2006-2-00-3485-0006

**SCHOOL YEAR**

A twelve month period beginning on and including July 1 of a year and ending on and including June 30 of the immediately following calendar year.

**STUDENT**

Children who ordinarily reside in Natuashish and who meet the definition of "student" as that term is defined in subsection 2(t) of the *Schools Act, 1997*.

**SURPLUS**

The amount by which funds, provided by the Minister and other sources, exceeds eligible expenditures by the Province for delivery of a service funded after all terms and conditions have been fulfilled by the Province.

Arrangement No.: 2005-2006-2-00-3485-0006

**PART B****GENERAL TERMS AND CONDITIONS****1. RIGHTS OF ACCESS**

- 1.1 Canada shall provide the Province, at no cost, with rights of access, use and occupation of the school facility situated in Natuashish in accordance with the terms of the Newfoundland-Labrador/Canada/Mushuau Innu Land Transfer Agreement.

**2.0 PROGRAMS AND SERVICES****2.1 The Province shall:**

- (a) engage the Board to deliver the primary, elementary and secondary educational Programs and Services listed in PART D and E to Students in Natuashish; said Programs and Services to be delivered in accordance with the terms and conditions of this Arrangement, to the extent they do not conflict with the said Act;
- (b) facilitate the enhancement of the social and cultural relevancy of the curriculum and the means of its delivery by participating in processes and sub-committees as agreed to by the parties;
- (c) participate in any process leading to the devolution of the administration and delivery of educational Programs and Services to the Mushuau Innu; and
- (d) maintain a system of accountability in accordance with the framework set out in PART C.

**3.0 TERMS OF PAYMENTS****3.1 Monthly Expenditure Plan**

The Province agrees to the Monthly Expenditure Plan as set out in PART D. The Province may propose changes to the monthly expenditures as required. Such changes will take effect thirty (30) days after being mutually agreed to by the Province and the Minister, subject to 3.2.2.

**3.2 Cash Payments**

- 3.2.1 The Minister shall make payments, through the application of the Federal Cash Management Policy, based on the annual amounts identified in PART D. The Minister shall provide the Province with a schedule of payments.
- 3.2.2 The Parties agree that PART D may be amended in accordance with the requirements set out in section 11, to allow for the reallocation of funds within existing approved limits so as to accommodate unforeseen or unusual costs, but in no event shall Canada's obligation under this Arrangement exceed the agreed maximum annual amount(s) as set out in section 2 of the Articles of Agreement.
- 3.2.3 As required by section 40 of the *Financial Administration Act*, funding under this Arrangement is subject to the appropriation of funds by Parliament with respect to the Programs and Services set out in this Arrangement. The Minister shall notify the Province in writing of any cancellation or reduction in the funding provided pursuant to this Arrangement in the event that the Minister's funding levels are changed by Parliament.



Arrangement No.: 2005-2006-2-00-3485-0006

**PART B**

- 3.2.4 Payments may be withheld by the Minister, if the reports are not provided by the Province to the Minister as required under this Arrangement. Any amounts so withheld shall be paid by the Minister to the Province, within forty-five (45) days of the submission of the reports.
- 3.2.5 The Minister may extend the deadline for the receipt of reports in the event the Province provides written notice, prior to the date the report is due, of circumstances beyond the Province's control.
- 3.2.6 Any Surplus or other amount owing by the Province to the Minister under this Arrangement is a debt due and payable on the date the financial report is due or on March 31, 2006. The Minister shall notify the Province in writing of the amount owing and may thereafter set off such amount against any amount payable by the Minister to the Province.
- 3.3 Surpluses**
- 3.3.1 For each Program or Service identified in PART D:
- (a) subject to sub-section 3.2.2 and 9.1, any Surplus shall be reimbursed by the Province to the Minister; and
  - (b) any claims eligible for reimbursement under the terms and conditions of this Arrangement shall be reimbursed by the Minister to the Province.

**4.0 RECORDS**

The Province shall:

- 4.1 ensure that records are maintained for each Program or Service identified in PART D covered by this Arrangement in accordance with the requirements of the *Schools Act, 1997* and any other relevant provincial legislation;
- 4.2 provide to the Minister the following reports:
- (a) annually, on October 15, a student census report based on a census date of September 30;
  - (b) at the end of each School Year, a School evaluation report; and
  - (c) a financial report as required in subsections 5.1 and 5.2; and
- 4.3 allow the Minister access to all records relating to any information reported under the terms and conditions of this Arrangement. This right is not to be exercised without reasonable cause. The Province will be notified in writing of such cause. The right of access to these records is subject to the *Schools Act, 1997* and provincial laws relating to privacy and access to information.
- 4.4 For further clarity the Minister:
- (a) may request access to such records as referred to in subsections 4.1, 4.2 and 4.3 above for purposes including:
    - (i) compliance reviews for the purpose of determining eligibility and adherence to established standards; and

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**PART B**

- (II) reviews of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
- (b) shall notify the Province in writing, at least two (2) weeks in advance of the requirement for access to the Province's records and the tests the Minister shall perform to confirm the quality of information reported by the Province under the terms and conditions of this Arrangement.

**5.0 FINANCIAL REPORTING**

- 5.1 The Province shall ensure that an audit is conducted by an independent auditor licensed under the *Public Accountancy Act* as required by the *Schools Act, 1997*.
- 5.2 The Province shall ensure that a financial report is prepared in accordance with the requirements set out in Part C - Appendix A and which shall be delivered to the Minister, within one hundred and eighty (180) calendar days of the Province's Fiscal Year end.
- 5.3 Where the deadline for receipt of the financial report required under this Arrangement has not been complied with, the Minister may require that an independent auditor be appointed immediately by the Province. Should the Province refuse to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the Province. The Province shall ensure that such an auditor shall have reasonable access to records and files.
- 5.4 The Minister shall provide the Province with notice of receipt and general comments within thirty (30) days of receiving the financial report.

**6.0 DEFAULT**

- 6.1 The Province shall be in default of this Arrangement in the event that:
  - (a) the terms and conditions of this Arrangement are not being met by the Province; or
  - (b) an auditor gives a denial of opinion or adverse opinion with respect to the financial statements of the Province in the course of conducting an audit pursuant to subsections 5.2 or 5.3.
- 6.2 Canada shall be in default of this Arrangement in the event that terms and conditions of this Arrangement are not being met by Canada.

**7.0 PROVISION OF INFORMATION**

- 7.1 The Minister will, at the Province's request, provide to the Province:
  - (a) any fiscal management policies relevant to the funding provided for in this Arrangement upon such policy becoming available to the public; and
  - (b) any publicly available information or guidelines relevant to the Programs and Services in this Arrangement.

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**PART B****8.0 SUBJECT MATTER OF THE ARRANGEMENT**

- 8.1 This Arrangement is only for the funding and delivery of the Programs and Services listed in Part D and E.

**9.0 AMENDMENTS**

- 9.1 All Amendments to this Arrangement shall be made in writing and agreed to by both Parties.

**10.0 TERMINATION**

- 10.1 Termination of this Arrangement shall require written notice by either party, at least ninety (90) days prior to the end of the School Year;
- 10.2 Such termination shall become effective on September 1 of the following School Year and Canada agrees to reimburse the Province its reasonable costs incurred by such early termination including costs of meeting any contractual obligations; and
- 10.3 In the event of the termination of this Arrangement:
- (a) the Province will provide the Minister with financial statements within ninety (90) days following the effective date of termination, unless the Minister waives this requirement in writing;
  - (b) any unexpended funding transferred to the Province by the Minister, up to the effective date of termination will be paid to the Minister by the Province, unless the Province and the Minister agree otherwise in writing; and
  - (c) any monies owed to the Province by the Minister, up to the effective date of termination will be paid to the Province by the Minister, unless the Province and the Minister agree otherwise in writing.

**11.0 NOTICES**

- 11.1 Where in this Arrangement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing addressed to the party for whom it is intended at the addresses noted in section 11.4.
- 11.2 The notice referred to in section 11.1 will be effective by using any one of the following methods and deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which the notice is delivered;
  - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party;
  - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.
- 11.3 The address information of either party referred to in section 11.4 may be changed by providing notice to the other party of such change.



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**PART B****11.4 Notices shall be mailed to:****Province at:**

Department of Education  
PO Box 8700  
St. John's, NL A1B 4J6

Attention: Senior Director,  
School Services and Facilities

**Canada at:**

Department of Indian Affairs and  
Northern Development - Atlantic  
PO Box 160 (40 Havelock Street)  
Amherst, NS B4H 3Z3

Attention: Director, Newfoundland &  
Labrador Secretariat

**12.0 EXTENT OF ARRANGEMENT**

12.1 This Arrangement constitutes the entire Arrangement between the Parties with respect to the subject matter herein.

**13.0 SUCCESSORS**

13.1 This Arrangement shall be binding upon the Parties to this Arrangement and their respective administrators and successors.

**14.0 REPRESENTATION OF AUTHORITY**

14.1 For the purposes of this Arrangement, the Province is not an agent of Canada.

**15.0 CONFLICT OF INTEREST PROVISIONS**

15.1 No member of the Senate, House of Commons of Canada, the House of Assembly of Newfoundland and Labrador or the Board, shall be admitted to any share or part of this Arrangement or any benefit arising therefrom.

15.2 No individual for whom the post-employment provisions of Canada's *Conflict of Interest and Post-Employment Code for Public Office Holders*, or the *Conflict of Interest and Post-Employment Code for the Public Service*, or any relevant Provincial laws and or policies applied, will derive any direct benefit from this Arrangement unless that individual is in compliance with the applicable post-employment provisions.

**16.0 ASSIGNMENT**

16.1 This Agreement cannot be assigned without the written consent of the parties.

**17.0 INDEMNIFICATION**

17.1 The Province will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Province, any breach of this Arrangement by the Province, and performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Province entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

17.2 Canada shall fully indemnify the Province for the reasonable costs incurred by the Province in the event that the Province is unable to perform its obligations under this Arrangement due to circumstances beyond the Province's control.



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## PART B

- 17.3 Canada will save harmless and fully indemnify the Province, its officers, employees, servants and agents, successors and assigns from and against all claims, liabilities and demands arising directly or indirectly from any act, omission or negligence of Canada, from any breach of this Arrangement by Canada and performance or nonperformance (in whole or in part) of Canada's obligations under this Arrangement, such Indemnification will survive the termination or expiration of this Arrangement.

Arrangement No.: 2005-2006-2-00-3485-0006

**PART C****ACCOUNTABILITY FRAMEWORK****1.0 General**

- 1.1 Without limiting the accountability provisions contained elsewhere in this Arrangement, the Province agrees to implement and maintain a system of accountability consistent with the following accountability framework and the obligations contained herein.

**2.0 Transparency****2.1 Agency of the Province - the Board**

- 2.1.1 It is acknowledged that the Board will deliver the Programs and Services, maintain records and submit reports, as required, in accordance with the provisions of the *Schools Act, 1997*. The Province will remain, however, liable to the Minister for the performance of its obligations under this Arrangement.

- 2.1.2 The Province will save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Board, from the performance or nonperformance (in whole or in part) of the Province's obligations under this Arrangement, and any claims, liabilities, and demands that may arise from the Board entering into any loan, capital lease or other long term obligation and such indemnification will survive the termination or expiration of this Arrangement.

**2.2 Loans**

The Province shall not make loans from funds transferred under this Arrangement.

Arrangement No.: 2005-2006-2-00-3485-0008

**PART C - APPENDIX A****REPORTING WITH AUDITED FINANCIAL STATEMENTS****1.0 INTRODUCTION**

- 1.1 Provincial financial reporting of DIAND funding will be based on general purpose financial statements that meet the needs of all potential readers and be prepared in accordance with generally accepted accounting principles (GAAP). These statements shall be audited in accordance with generally accepted auditing standards.

**2.0 TREATMENT OF DIAND FUNDING AT YEAR END****2.1 Programs and Services Schedules**

In addition to the financial statements required by GAAP, DIAND requires that the Province prepare a separate schedule of revenue and expenditure for each Program and Service funded under the Arrangement.

**2.2 Amounts due to/from the Crown**

Contribution funding provided to the Province is to be used for the purposes specified in the Arrangement. The Province must reimburse any unexpended balances or unallowable expenditures to DIAND and disclose these amounts as an accounts payable to DIAND in its audited financial statements.

Also, any claims eligible for reimbursement under the terms and conditions of the Arrangement will be reimbursed by DIAND to the Province and must be disclosed as an account receivable in the Province's audited financial statements.

**EXAMPLE OF PROGRAMS AND SERVICES SCHEDULE**

Statement of Revenue and Expenditure  
(Description of the Programs and Services as stated in the Arrangement)  
for the year ended (\_\_\_\_\_)

	20(xx) \$	Budget 20(xx) \$	20(xx-1) \$
<b>REVENUE(S)</b>			
DIAND			
Other sources	_____	_____	_____
Total Programs and Services Revenue			
<b>EXPENDITURES</b>			
Salaries			
Employee benefits			
Travel			
Consultation fees			
Administration			
Bank and interest charges			
Other	_____	_____	_____
Total Programs and Services Expenditures	_____	_____	_____
<b>SURPLUS (DEFICIT)</b>	_____	_____	_____

Figure 1:  $\text{CD}^4$  +



Arrangement No.: 2005-2006-2-00-3485-0006

## PART E

## LIST OF PROGRAMS AND SERVICES TO BE PROVIDED AT NATUASHISH UNDER THIS AGREEMENT AND IN ACCORDANCE WITH THE ACT:-

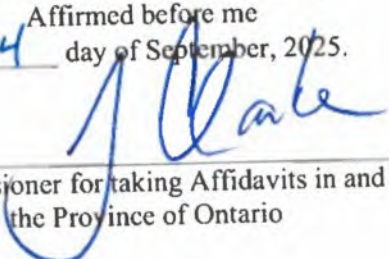
Item	Purpose	2004/05	CPI	2005/06
1	Teaching Services			
1.1	Human Resources			
1.1.1	Teachers - salaries and benefits (teachers and substitutes)	\$1,528,530	\$ 25,875	\$1,552,406
1.2	Instructional	\$ 159,000	\$ 2,695	\$ 172,627
1.3	Innu Language Material	\$ 10,000	\$ 170	\$ 10,170
1.4	Complementary Services	\$ 26,700	\$ 453	\$ 27,153
1.5	Cultural Activities and Programs	\$ 15,000	\$ 254	\$ 15,254
2	School Operations			
2.1	Telecommunications (Distance Education)	\$ 7,500	\$ 127	\$ 10,000
3	Board Coordination and Administration			
3.1	Administrative and Program Specialist Innu - salary and benefits	\$ 94,400	\$ 1,600	\$ 96,000
3.2	Program Administration Costs (includes \$15,000 for IT technician)	\$ 50,000	\$ 848	\$ 50,848
3.3	Staff Travel	\$ 45,000	\$ 763	\$ 45,763
3.4	Orientation and Professional Development	\$ 90,000	\$ 1,526	\$ 91,528
3.5	Curriculum Development and Support	\$ 30,000	\$ 509	\$ 30,509
3.6	Teacher Recruitment*	\$ 18,000	\$ 305	\$ 5,000
4	Department of Education Coordination			
4.1	Travel	\$ 22,000	\$ 380	\$ 22,780
4.2	Audit	\$ 5,000	\$ 85	\$ 5,085
	Total Agreement	\$2,099,530	\$ 35,587	\$2,135,117
	Provincial Tuition (1, 2, 3.5 and 3.6)	\$1,792,730	\$ 30,387	\$1,823,117
	Advice and Assistance (3 & 4)	\$ 306,800	\$ 5,200	\$ 312,000
	Total	\$2,099,530	\$ 35,587	\$2,135,117

\* Budget reduced - balance moved to Instructional &amp; Telecommunications

2024 01G CP 0064

This is **Exhibit 27** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.  
Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.

(819) 27-0268 Steve,

Today, the Innu Nation, Canada and Newfoundland and Labrador reached agreement in principle on next steps to provide the Innu of Labrador with the tools necessary to address the issues confronting their communities.

President of the Innu Nation Peter Penashue, Chief Paul Rich of Sheshatshiu, Chief Mark Nui of the Mushuau Innu, Premier Brian Tobin and federal Minister of Indian Affairs and Northern Development Robert Nault committed to pursuing the following interim steps, to be taken pending the conclusion of an Innu land claim and self-government agreement.

1. The Province will facilitate the transfer of the land occupied by the communities of Sheshatshiu and Natuashish to Canada. Canada will then make this land available to the Innu. These lands will eventually form part of the settlement of the Innu land claim.
2. Canada will cover the costs of Innu education programs. Canada and the province will work together with the Innu to transfer control for these programs to the Innu.
3. The parties will conclude an agreement on aboriginal policing as soon as possible. The province will use the savings it realizes from current education costs for aboriginal policing. Any additional savings will be invested in community priorities to be agreed upon by the parties.
4. The parties will work to put in place the necessary legal arrangements for Innu governance to give effect to these arrangements.
5. Indian and Northern Affairs Canada will establish an office in Labrador, whose role will include working with the Innu to assist them in taking on these responsibilities.
6. All parties reaffirm their commitment to the expeditious conclusion of an Innu land claim and self-government agreement.

-30-

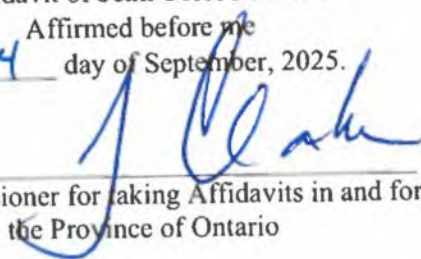
Nov/24/99

*Paul Rich*  
*Robert Nault*  
*Peter Penashue*  
*Mark Nui*

2024 01G CP 0064

This is **Exhibit 28** referred to in the  
Affidavit of **Jean-Pierre Morin**

Affirmed before me  
this 4 day of September, 2025.

  
A Commissioner for taking Affidavits in and for  
the Province of Ontario

Jennifer Margaret Clarke, a Commissioner, etc.,  
Province of Ontario, for the Government of Canada,  
Department of Justice. Expires November 4, 2025.

Jennifer Margaret Clarke, commissaire, etc.,  
province de l'Ontario, au service du gouvernement du Canada,  
ministère de la Justice. Date d'expiration : le 4 novembre 2025.



# LICHs FEDERAL SPECIAL REPRESENTATIVE BRIEFING BINDER – SEPTEMBER 2008

## BUDGET – INAC ATLANTIC

**Updated By:** Gay Adams, INAC  
**Date:** September 26, 2008

### **ARO Budget (See attached)**

#### ***The LICHs:***

- The Labrador Innu Comprehensive Healing Strategy (LICHs) is a multi-departmental, intergovernmental strategy which first received Cabinet approval in 2001 for three years to address the worsening crisis of substance abuse and health and social problems in the Labrador Innu communities. \$81 million was approved over three years with INAC receiving \$59 million and Health Canada the remainder.
- The purpose of the LICHs is to assist the Innu in obtaining the ability to operate their own safe, healthy and sustainable communities. The Strategy, while providing funding in support of basic programs and services, also identifies other elements of the Strategy which must be addressed to ensure the Innu have the capacity to maintain and manage their communities.
- Capacity building in governance, facilities management, housing authority
- Devolution Planning and Transition
- Outpost Program
- Strategies for Learning
- Operating Safe Houses
- Electrification
- Airport O&M
- This strategy was renewed for 2004-2005 but funding was reduced to \$20.5m - of which INAC received \$15 million.



- A subsequent TB submission resulted in continued funding for five years for 2005-2010. Cabinet recommended \$166.9m over the five year period; however, Federal Budget 2005 identified only \$102.5m. The decreased amount resulted in the region having to prioritize the activities included in the LICHs and identify only those that would achieve the desired results while still supplementing core activities.

## **ESTABLISHING THE ATLANTIC REGIONAL INNU A-BASE**

In 1996, mandated by the OIC to treat the Innu as First Nations people on reserve, the regional A-Base for the Innu was established by combining approximately \$3.5 million from the Canada Newfoundland Agreement for the Innu Peoples and obtaining approximately \$6.3 million through the Cabinet submission process for an approximate total of \$9.8 million at that time. With annual adjustments the regional A-Base is now approximately \$10.6 million.

The majority of this funding is allocated in the annual funding agreement with both First Nations and is based on the regional budget management regime. These agreements include funding in support of core elements that are not funded through federal/provincial agreements such as:

- Capital
- O & M
- Education (PSE, Ancillary support, Guidance)
- BSF
- Indian Registry
- Housing
- Roads
- Solid Waste
- Economic Development

As these communities originally were not on reserve land the Province of Newfoundland and Labrador continued to fund and deliver core programs such as Education, Child Youth and Family Services and Income Support, as well as continue to provide incremental services such as road clearing and school infrastructure maintenance. At the time of reserve creation in Natuashish in 2003, the responsibility for funding these core activities reverted to INAC, whereby provincial/federal agreements were negotiated and INAC began funding the province for the delivery of these services in Natuashish.

The province continued to fund and deliver these programs in Sheshatshiu up to November 2006 when the reserve was finally created in Sheshatshiu. The responsibility has now transferred to INAC due to reserve creation.

Throughout this period of reserve creation, the regional A-Base funding for the Innu increased only with the annual adjustments received from HQ, while the

responsibility for funding these core programs transferred from provincial to federal jurisdiction.

### **A-BASE TOP UP FROM LABRADOR INNU COMPREHENSIVE HEALING STRATEGY**

As indicated, the Atlantic Region receives \$10,846,439 for its A-Base activities associated with the Innu First Nations, of which \$6,706,613 is allocated in annual agreements for eligible A-Base activities listed above.

Region has also entered into federal/provincial agreements for the delivery of Core Programs which include Elementary/Secondary Education, Child Youth and Family Services and Income Support for both First Nations, which are not included in the above agreements. These agreements total \$17,353,782, of which \$10,964,000 is supported in the LICHS TB approved budget.

**Regional A-Base requirements therefore total \$ 24,060,395.**

Region receives \$10,846,439 from A-Base and \$10,964,000 from the LICHS to support these core activities for a total of \$ 21,810,439. This leaves a shortfall of \$2,249,956 to support the necessary A- Base activities. The most notable shortfall has been identified in the Provincial Education Agreement for Sheshatshiu, which in itself will cost \$4,370,900 to deliver and has not been recognized in the LICHS authority.

In addition to the A-Base shortfall, the LICHS also recognizes a shortfall in 1 area of the LICHS budget. Electrification component of the budget currently has \$1,000,000 budgeted to support the generation of electricity in Natuashish. 2008/2009 costs for this service are forecasted to be \$5,301,803, resulting in a shortfall of \$4,301,803 in the LICHS budget. Overall the region will experience a shortfall of \$6,551,759 in both A-Base and LICHS funding.

Without the top-up from LICHS for A-Base requirements for the Innu, for 2008-2009, there is an A-Base budget shortfall of \$13,213,956.

As the LICHS is scheduled to expire in 2009-2010, it is imperative that the regional A-Base be adjusted to reflect the new reality that has resulted from the recognition of these communities as First Nations peoples and the creation of the federal reserves.



## Innu A-Base and LICHS Budget 2008-09

## LICHS YEARLY CASHFLOW

	2008-09 Budgeted Allocations	2008-09 Forecasted Expenditures	Program Surplus/Deficit	Committed to date	2009-10 BUDGET
A-Base Allocation	10,846,439	6,706,613	4,139,826	6,706,613	
Education Agreement - Natuashish	3,485,000	2,421,452	1,063,548	2,421,452	3,635,000
Education Agreement - Sheshatshiu	0	4,370,900	(4,370,900)	4,370,900	0
Child & Family Services Agreement	5,571,000	9,072,805	(3,501,805)	5,570,415	5,571,000
Income Support - Natuashish & Sheshatshiu	1,508,000	988,625	519,375	700,000	1,508,000
Electrification (Operations, diesel fuel, fuel delivery)	1,000,000	5,301,803	(4,301,803)	2,420,000	1,000,000
O&M for Natuashish Airport	100,000	100,000	0	0	100,000
Facilities Management Capacity Building	600,000	600,000	0	600,000	450,000
Natuashish Housing Authority	0	0	0	0	0
LTS Capacity Building	120,000	120,000	0	0	120,000
Devolution Planning & Transition	150,000	150,000	0	150,000	150,000
New Paths (Outpost)	200,000	200,000	0	200,000	200,000
Strategies for Learning	400,000	500,000	(100,000)	430,000	400,000
Planning & Consultation	100,000	100,000	0	100,000	100,000
Safe Houses	400,000	400,000	0	400,000	400,000
Safe House Construction (CMHC)	0	0	0		0
<b>TOTAL</b>	<b>24,480,439</b>	<b>31,032,198</b>	<b>(6,551,759)</b>	<b>24,069,380</b>	<b>13,634,000</b>

## Other Requests and expected requirements

Opening ceremonies Natuashish		
Radio Station Natuashish		
Road paving Sheshatshiu		
Community Liaison Coordinator SIFN		
Reserve Creation		
Natuashish Permits		
Hydro Negotiations - Natuashish		
Natuashish Airport Negotiations		
Cultural Skills Program MIFN		
Total		0