

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF CANADA AS REPRESENTED
BY THE MINISTER OF CROWN-INDIGENOUS RELATIONS**

("GOVERNMENT OF CANADA")

AND

THE QIKIQTANI INUIT ASSOCIATION REPRESENTED BY THE PRESIDENT OF THE ASSOCIATION ("QIA")

RESPECTING

**THE GOVERNMENT OF CANADA'S RESPONSE TO THE
QIKIQTANI TRUTH COMMISSION'S FINAL REPORT AND RECOMMENDATIONS**

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

Preamble:

WHEREAS by signing this Memorandum of Understanding (“MOU), the Parties commit to renewing and strengthening the relationship between the Government of Canada and the QIA, and continuing to work together to achieve a lasting reconciliation based on mutual respect and trust;

AND WHEREAS QIA established the Qikiqtani Truth Commission, hereinafter referred to as “QTC” to document the rapid changes to Inuit lifestyle and society which took place between 1950-1975;

AND WHEREAS the Inuit have directly experienced the impacts of colonial policies and decision-making, actions that continue to have profound impacts on Inuit society, and on members of the QIA;

AND WHEREAS between the years of 2007-2010, the QTC met with Inuit across the Qikiqtani region to document their life experiences and the impacts of colonial policies including examination of: relocation of families, inadequate services in new communities, including poor healthcare, housing, basic services, a drastic lack of economic opportunities, and loss of the qimmiit that were central to the Inuit way of life;

AND WHEREAS in October 2010, the QTC submitted a final report, *Achieving Saimaqatigiiniq*, including a set of specific recommendations outlining the efforts necessary of the Government of Canada, Government of Nunavut, and other organizations to address the continuing impacts of colonial policies;

AND WHEREAS responding to the QTC Final Report has been identified as a joint action item under the Reconciliation Measures priority area within the Inuit-Crown Partnership Committee, which is the permanent bilateral mechanism established in 2017 by the Government of Canada and Inuit through the Inuit Nunangat Declaration on Inuit-Crown Partnership;

AND WHEREAS in fulfillment of the first recommendation of the QTC Final Report, which calls for a public acknowledgement from the Government of Canada, the Minister of Crown-Indigenous Relations delivered a formal apology to Qikiqtani Inuit on August 14, 2019;

AND WHEREAS the Government of Canada and QIA both commit to Saimaqatigiiniq, a concept which means “when past opponents get back together, meet in the middle, and are at peace with one another.”

NOW, THEREFORE, the Parties have the following understandings:

ADVANCING SAIMAQATIGIINIQ

1. The Parties will work together to tangibly advance the achievement of Saimaqatigiiniq, and explore ways to address various recommendations in the QTC Final Report and to provide QIA with capacity to develop, administer and deliver sustained programming for Inuit, pursuant to Terms of Reference developed in accordance with this Memorandum of Understanding. This work would build on the financial commitment identified to support the development and implementation of programming for Inuit and investment to establish the Saimaqatigiiniq Fund.

ROLE OF THIRD PARTY GOVERNMENTS AND ORGANIZATIONS

2. The Parties recognize that the QTC final report recommended actions for achieving Saimaqtigiiniq in a number of broad areas for which on-going engagement, actions, and collaboration with other parties is required to make progress on subject matters that may fall under third party jurisdiction.
3. Given the role of other federal departments and agencies in advancing the recommendation of the QTC final report, Crown-Indigenous Relations and Northern Affairs Canada will make all reasonable efforts to:
 - a. Identify and coordinate contributions of other federal departments and agencies; and
 - b. Help coordinate a 'whole of government' approach to align federal initiatives and undertakings.
4. Upon mutual agreement, the Parties may invite others to provide insight or advice on specific issues during the discussions to advance Saimaqtigiiniq.

CONFIDENTIALITY

5. The Parties agree that the content of discussions leading up to and undertaken pursuant to this MOU, and any documents exchanged in the course of such discussions, will be conducted and exchanged on the basis that they are confidential, privileged and without prejudice to the legal rights of, and to the positions which may be taken by, any Party in any legal proceeding, negotiation or otherwise.
6. The specific content of meetings and discussions, including the Parties' views, positions, and proposals, will not be disclosed except as may be required by law or as agreed upon by the Parties in writing. Nothing in this paragraph will limit the Parties' ability to conduct internal and confidential consultations that may be required to advance their mandating processes or to advance discussions between the Parties before they receive their respective mandates.
7. Appropriate steps will be taken by the Parties to ensure that any person who attends a meeting, is invited to provide advice during the discussion process, or is otherwise consulted by any Party is bound to the confidentiality requirements set out in this MOU.

COMMUNICATIONS

8. The Parties intend that the public should be knowledgeable and well informed regarding the general status, aims, objectives and progress on achieving Saimaqtigiingniq.
9. The Parties agree to co-develop and distribute all public communications regarding the Government of Canada's response to the QTC Final Report in order to convey the significance of the implementation of the QTC recommendations and related programming.
10. Notwithstanding paragraph 9, unless the Parties otherwise agree in writing, the Parties may inform the public or media of the fact that discussion between the Parties are taking place, and of the general aims of the discussions as agreed to by the Parties.
11. For greater certainty, the Parties acknowledge that QIA will engage with its membership concerning the advancement of Saimaqtigiiniq, as it deems necessary or advisable.

EFFECT OF THE MEMORANDUM OF UNDERSTANDING

12. This MOU is an expression of the mutual intentions of the Parties and subject to paragraph 13, is not legally binding on them or enforceable against them. It is not intended to affect any existing or future duties or obligations that the Government of Canada has towards QIA in law or legislation.
13. Paragraphs 5 to 7 of this MOU give rise to legally enforceable rights and obligations.

OTHER

- 14. This MOU and any related discussions and communications will not be construed or used in any way as an admission of fact, law, or liability by either Party.
- 15. The parties recognize that nothing in this agreement effects or detracts from constitutional and other legal rights of Inuit, the Government of Nunavut, the QIA, or the Government of Canada.
- 16. This MOU and any position taken by any Party in the process contemplated by the MOU will be without prejudice to the legal positions that may be taken by any of the Parties in a court of law or other processes.

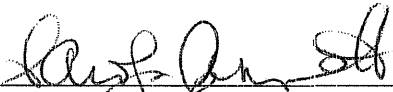
EFFECTIVE DATE OF MOU

- 17. This MOU comes into effect when signed by each Party and will remain in effect until it is terminated or replaced by a subsequent agreement between the Parties, except for paragraphs 5 to 7, which will survive the execution of this MOU and continue to be in effect for the benefits of the Parties.
- 18. Either Party may terminate this MOU on 30 days' written notice to the other Party.

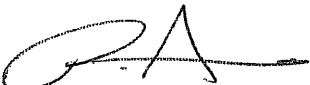
This Memorandum of Understanding signed in Iqaluit, Nunavut, this 14th day of August 2019 by:

For the Government of Canada

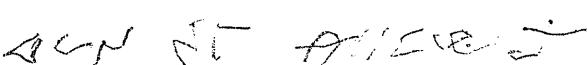
For the Qikiqtani Inuit Association




The Honourable Carolyn Bennett
Minister of Crown-Indigenous Relations



President P.J. Akeagok



Witness



Witness