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**MEMORANDUM OF UNDERSTANDING ("MOU")**

**ESTABLISHING THE SASKATCHEWAN TLE SETTLEMENT BOARD**

**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 Saskatchewan, as represented by the Minister responsible for the Indian & Metis Affairs Secretariat  
(hereinafter referred to as "Saskatchewan")*

**AND**

*The Entitlement Bands as represented the Federation of Saskatchewan Indian Nations  
(hereinafter referred to as the "FSIN")*

**WHEREAS:**

- 1. Canada, Saskatchewan and the Entitlement Bands executed the Saskatchewan Treaty Land Entitlement Framework Agreement ("Framework Agreement") dated September 22, 1992.*
- 2. Article 18 of the Framework Agreement provides for the establishment of a Settlement Board to oversee and facilitate the implementation of the Framework Agreement and Band Specific Agreements.*
- 3. The Parties to this MOU have now agreed to the Terms of Reference for the Settlement Board attached as Schedule one (1) and agree that it fulfils the commitments contained in Article 18 of the Framework Agreement by the Parties with respect to establishing the Settlement Board.*
- 4. Canada has authorized the Regional Director General of the Saskatchewan Region of the Department of Indian Affairs and Northern Development to execute this MOU on behalf of Canada.*

5. *Saskatchewan has authorized the Deputy Minister of the Saskatchewan Indian and Metis Affairs Secretariat to execute this MOU on behalf of Saskatchewan.*
6. *The Entitlement Bands have authorized the First Vice-Chief of the FSIN to execute this MOU on their behalf pursuant to resolution #36 dated September 22, 1993, of the Assembly of Entitlement Chiefs, attached as Schedule Two (2) to this MOU.*

***THE PARTIES HEREBY, pursuant to Article 18 of the Framework Agreement, agree to establish the Settlement Board in accordance with the attached Terms of Reference.***

***IN WITNESS WHEREOF the Parties execute this MOU on the 10th day of June, 1994.***

*Signed on behalf of Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development* )  
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 ) \_\_\_\_\_  
 ) *Myler Savill*  
 ) *Regional Director General*  
 ) *Saskatchewan Region, DIAND*

*Signed on behalf of Her Majesty the Queen in Right of the Province of Saskatchewan as represented by the Minister responsible for the Indian and Metis Affairs Secretariat* )  
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 ) \_\_\_\_\_  
 ) *Marv Hendrickson*  
 ) *Deputy Minister*  
 ) *SIMAS*

*Signed on behalf of the Entitlement Bands as represented by the Federation of Saskatchewan Indian Nations* )  
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 ) \_\_\_\_\_  
 ) *Dan Bellegarde*  
 ) *First Vice-Chief*  
 ) *FSIN*

***SCHEDULE ONE  
TO  
THE MEMORANDUM OF UNDERSTANDING  
ESTABLISHING THE SASKATCHEWAN TLE SETTLEMENT BOARD***

***SETTLEMENT BOARD***

***TERMS of REFERENCE***

***September 22, 1993***

**1. Definitions**

*"Designated Co-ordinator" means the representative of each of the Parties as described in section 4.*

*"Entitlement Band" has the same meaning as in the Framework Agreement, provided, however, that in the event that an Entitlement Band has not entered into a Band Specific Agreement and Trust Agreement with Canada by September 25, 1995, it shall no longer be considered to be an "Entitlement Band" for the purposes of these Terms of Reference.*

*"Facilitator" means the independent chairperson referred to Article 18.01(e) of the Framework Agreement.*

*"Framework Agreement" means the Saskatchewan Treaty Land Entitlement Framework Agreement.*

*"Parties" means the Parties to the Framework Agreement and the Federation of Saskatchewan Indian Nations (FSIN) and "Party" means any one of the Parties.*

**2. Purpose**

*The purpose of the Settlement Board is to provide an informal, non-binding forum for the Parties for the resolution of matters related to the implementation of the Framework Agreement where practical solutions and innovative methods may be arrived at before questions or issues become disputes requiring binding arbitration or court proceedings. The Settlement Board is not intended to be a statutory decision-maker from the perspective of Canadian administrative law.*

**3. Composition of Board**

*The Board will consist of the Facilitator and the Parties.*

**4. Designated Co-ordinator**

*Canada, Saskatchewan and the FSIN will each appoint a Designated Co-ordinator who will be the contact person for each of the Parties for all matters concerning the Settlement Board. There shall be three designated Co-ordinators; one representing Canada, one representing Saskatchewan and one representing the FSIN and the Entitlement Bands.*

**5. Appointment of Facilitator**

*The Parties agree to appoint an independent person to act as Facilitator of the Settlement Board. The Facilitator will be appointed upon the Agreement of Canada, Saskatchewan and the FSIN and may be removed at any time at the request of Canada, Saskatchewan or the FSIN.*

*The Facilitator should possess the following qualities:*

- a) *have credibility and the trust of the parties;*
- b) *demonstrated facilitation / mediation skills;*
- c) *experience in working with Indian people.*

**6. Role of Facilitator**

*The Facilitator will work with the designated Co-ordinators to schedule Settlement Board meetings and to formulate the lists of topics to be discussed.*

*The Facilitator will chair Settlement Board meetings, facilitate the discussion of the Parties, offer suggestions, and assist the Parties to arrive at consensus recommendations.*

**7. Providing Information to the Facilitator**

*The Parties agree to forward sufficient documentation to the Facilitator prior to Settlement Board meetings to adequately inform the Facilitator of topics to be discussed.*

**8. Cost of the Facilitator**

*The costs of the Facilitator and any administrative support required by the Facilitator shall be borne by Canada, Saskatchewan and the FSIN equally.*

**9. Cost of the Parties**

*Each of the Parties shall be responsible for all of their own costs incurred in connection with the Settlement Board including, but not limited to, all costs related to the attendance of representatives of the Parties at Settlement Board meetings such as allowances for travel, accommodations and meals and per diems, if any.*

**10. Confidentiality**

*All Settlement Board discussions are confidential unless all of the parties involved in the discussion agree otherwise.*

*No transcripts, recordings or minutes will be made during Settlement Board meetings.*

**11. Without Prejudice**

*The proceedings of the Settlement Board shall at all times be conducted on a "without prejudice" basis and none of the documents, representation or other sources of information provided in respect thereof shall be utilized or relied upon by any Party (save and except for the Party making or delivering the same) with respect to any arbitration conducted pursuant to the Framework Agreement or before any court.*



**12. Jurisdiction**

*The Settlement Board may discuss any issue related to the implementation of the Framework Agreement, including the matters that may be referred to arbitration under section 19.02 of the Framework Agreement.*

**13. Agendas for Settlement Board Meetings**

*Any party may place any issue related to implementation of the Framework Agreement on the agenda for a Settlement Board meeting by advising its Designated Co-ordinator of the issue. The Designated co-ordinator shall communicate the issue to the other Designated Co-ordinators and the Facilitator. There will be no restriction or pre-screening of the issues to be referred to the Settlement Board by the Designated Co-ordinators or the Facilitator.*

**14. Attendance at Board Meetings**

*The Facilitator shall attend all Settlement Board meetings.*

*Representatives of Canada, Saskatchewan and the FSIN shall attend all settlement Board meetings. However, in exceptional circumstances, a Settlement Board meeting may proceed in the absence of a representative from Canada, Saskatchewan or the FSIN, with the express consent of the representatives of the other Parties in attendance, provided that the items to be discussed do not involve the absent party.*

*Representatives of the Entitlement Bands may attend all Settlement Board meetings, but are not required to do so.*

**15. Role of Third Parties**

*Any person not a Party to this Agreement may attend a meeting of the Settlement Board upon the invitation of a Party and with the agreement of the Facilitator, Canada, Saskatchewan and the FSIN.*

**16. Summary of Recommendations and Undertakings**

*The Facilitator will prepare a "Summary of Recommendations and Undertakings" arising from each Settlement Board meeting and will provide a copy of such to the Designated Co-ordinators. The Facilitator will also maintain a record of all of the "Summaries of Recommendations and Undertakings" made at all Settlement Board Meetings which shall be available to any of the Parties upon request.*

*Recommendations and undertakings will be made by consensus of the Parties in attendance at Settlement Board meetings.*

*The Facilitator may suggest options to the Parties during the Settlement Board process, but will not issue Recommendations outside the Settlement Board process.*

*If the Settlement Board does not reach a consensus on any topic, there will be no Recommendation made on that topic.*

**17. Framework Agreement Prevails**

*It is the intention of the Parties that the Settlement Board Terms of Reference will set out the parameters of operation for the Settlement Board. Where any conflict arises between the Framework Agreement and the Settlement Board Terms of Reference, the Framework Agreement shall prevail.*

**18. Amendment**

*These Terms of Reference may be amended by the mutual consent of the Parties from time to time.*