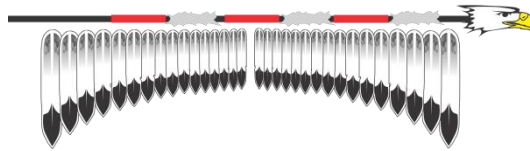




SECWEPENCÚLECW



Memorandum of Understanding
(Hereinafter referred to as the “Memorandum”)

Between:

Secwépemc Nation

As represented by (names of signatory communities) - TBD

- AND-

Her Majesty the Queen in Right of Canada,

as represented by the Minister of Crown-Indigenous Relations

-and-

Her Majesty the Queen in Right of Canada,

as represented by the Minister of Indigenous Services

(“Canada”)

-AND-

Her Majesty the Queen in Right of British Columbia

As represented by the Minister of Children and Family Development

(“the Province”)

(Collectively referred to herein as “the Parties” and individually as a “Party”)

MEMORANDUM OF UNDERSTANDING BETWEEN SECWÈPEMC NATION,
INDIGENOUS SERVICES CANADA, CROWN-INDIGENOUS RELATIONS AND
NORTHERN AFFAIRS CANADA AND THE MINISTRY OF CHILDREN AND FAMILY
DEVELOPMENT IN RELATION TO DEFINING INHERENT JURISDICTION OVER
CHILD AND FAMILY SERVICES AS EXERCISED AND ASSERTED BY THE
SECWÈPEMC NATION

WHEREAS:

- A. The ability of Indigenous peoples to care for their children is essential to the well-being of Indigenous children and the survival of Indigenous cultures. The Secwépemc Nation have always asserted their right and ability to protect and ensure the safety of their children and that it has never been surrendered and is in the best interests of all Secwepemc citizens, and particularly to Secwépemc children;
- B. Chiefs from 17 Secwépemc communities declared a commitment to work together as a Secwépemc Nation to support community initiatives that improve the lives of Secwépemc children and families. Those communities are:
1. Esk'etemc (Esk'ét)
 2. High Bar (Llenlénéy'ten)
 3. Little Shuswap (Qw7ewt)
 4. Tsk'weylecw
 5. Canoe Creek / Dog Creek (Stswecem'c Xgat'tem)
 6. Canim Lake (Tsq'escen')
 7. Williams Lake (T'exelc)
 8. Soda Creek (Xats'ull)
 9. Adams Lake (Sexqeltqín)
 10. Bonaparte (St'uxwtéws)
 11. Neskonlith (Sk'atsin)
 12. Shuswap (Kenpésq't)
 13. Simpcw
 14. Whispering Pines/Clinton (Stil'qw/Pelltiq't)
 15. Skeetchestn
 16. Tk'emlups
 17. Splatsin
- C. The Parties have a collective responsibility, based on their respective authorities and mandates, to work to provide the best supports and services possible to ensure the physical, emotional, mental health, safety and well-being of Secwépemc children and youth in British Columbia;
- D. Canada and the Province are committed to adopting and fully implementing the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), which sets out minimum standards necessary for the “dignity, survival and well-being” of Indigenous

peoples, as well as to the implementation of the specific Truth and Reconciliation Commission calls to action number 1, 2, 3, 4 and 5; and

- E. The Parties have committed to discuss and develop a new approach to child welfare for Secwépemc children and families that is provided in a flexible and culturally appropriate way that honors and nurtures their particular identities, capacities, needs, and potential.

NOW THEREFORE in consideration of the exchange of mutual commitments set out in this Memorandum, the Parties hereby agree with each other as follows:

PURPOSE:

- 1.0 The purpose of this Memorandum is to provide a framework for the Secwépemc signatories, Canada, and the Province to engage in discussions that will work towards the recognition of Secwépemc jurisdiction over children and families and to plan for the recognition and enhanced exercise of jurisdiction by the Secwépemc Nation, and the transition from Canada and British Columbia to the Secwépemc Nation of the resources necessary to fully operationalize such jurisdiction.

PRINCIPLES

- 2.0 In seeking to achieve the goals and objectives expressed in the Memorandum, the Parties agree to the following principles:
 - a. The Parties will act in an open, good faith and transparent manner;
 - b. The Parties are committed to a respectful relationship that is focused on collaboration and negotiation as the preferable path to self-determination. The Parties will apply a joint solution-building approach that is cooperative, collaborative, and consensus-based;
 - c. The Parties will prioritize the goals and objectives expressed in the Memorandum and dedicate time, expertise, key decision makers and technical support to achieve them; and
 - d. The safety and wellbeing of Secwépemc children are paramount. The Parties acknowledge that the Secwépemc children's cultural identities, connections to their communities, kinship ties, and attachments to their families must be supported and preserved.

GOALS AND OBJECTIVES

- 3.0 The Parties will establish a Tripartite Working Group, Yecwemínmen ne Stsmemelt (we are the protectors of children), involving representatives from interested Secwépemc

communities, the Ministry of Children and Family Development, Indigenous Services Canada, and Crown-Indigenous Relations and Northern Affairs Canada, which will:

- a. Develop a terms of reference, work plan, and budget that will outline the Tripartite Working Group's objectives;
- b. Explore the potential for federal and provincial enabling legislation to support the recognition of Indigenous law and jurisdiction over child and family services at the Secwépemc Nation level;
- c. Explore the development of specific agreements that will assist in the jurisdiction transitional process, including but not limited to:
 - i) Jurisdictional agreement;
 - ii) Operational agreement;
 - iii) Transition plan agreement;
 - iv) Protocol agreements between communities and the newly formed jurisdictional body. Such communities may include all Indigenous Nations.
- d. Update existing data and identify gaps, challenges and capacity development requirements including funding resources with respect to child and family services; and strategic approaches to implement positive changes to operational activities in communities within the Secwépemc Nation;
- e. Identify and address issues of liability, risk and accountability, and develop recommendations to support the recognition of Indigenous law and jurisdiction over child and family services at the Secwépemc Nation level;
- f. Explore the development of immediate interim agreements to address the short-fall currently experienced in the communities, including resources to provide services for preventative measures with a goal to avoid child apprehensions and support family units;
- g. Canada and the Province will share information, data, documents and materials as permitted by applicable provincial and federal legislation, with the Parties on a timely basis as required to support the implementation of this Memorandum; and
- h. The Parties will establish a tripartite communications approach in relation to this Memorandum, which may include details on how and when the Parties would inform the public or the media of the fact of this Memorandum and its contents.

GENERAL PROVISIONS

- 4.0 The Parties acknowledge that the Secwépemc Nation is represented by those Secwépemc communities that sign this Memorandum on or before the date that Canada signs this Memorandum.

- 5.0 For greater clarity, this Memorandum is intended to apply to those Secwépemc communities that sign this Memorandum on or before the date that Canada signs this Memorandum.
- 6.0 Additional Secwépemc communities may be added to this Memorandum upon receipt of a band council resolution provided by the respective community to the Parties.
- 7.0 The Parties agree that all discussions and documents resulting from this Memorandum are without prejudice.
- 8.0 For clarity, this work to be undertaken by the Tripartite Working Group does not replace any existing discussions or negotiations respecting child and family services and well-being that any agency or government department may currently have underway with any individual Secwépemc community or an organization acting on behalf of the Secwépemc community, whether or not a signatory to this Memorandum nor does it preclude: (i) such discussions or negotiations respecting child and family services being initiated with other Secwépemc communities; or (ii) sharing the rights and benefits under discussion in this Memorandum with other Secwépemc communities.
- 9.0 This Memorandum:
- a. is not legally binding and does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the Constitution Act, 1982;
 - b. does not define, limit, amend, abrogate, or derogate from any section 35 Secwépemc inherent title or rights including Secwépemc laws and jurisdiction; and
 - c. shall not be construed so as to abrogate or derogate from any jurisdiction or authority over Secwépemc child and family services exercised or sought to be exercised by a non-signatory Secwépemc community, and does not interfere with, or fetter in any manner, the exercise of any decision-making authority of the respective Parties.

INFORMATION SHARING

- 10.0 Unless the Parties otherwise agree, the discussions, communications and any documents created pursuant to this Memorandum are confidential.
- 11.0 Notwithstanding 10.0, nothing in this Memorandum prevents a Party from sharing information about the discussions, communications and documents pursuant to this Memorandum with their advisors and principals. For greater clarity, the principals of Secwépemc Nation are the individual Secwépemc communities and their respective members.

12.0 Notwithstanding 10.0 and 11.0, a Party may share information about the discussions, communications and documents pursuant to this Memorandum with person(s) or organization(s) other than their respective advisors and principals provided that all Parties are provided notice and an opportunity to provide their respective views in advance of any such sharing of information.

13.0 This Memorandum is subject to changes as mutually agreed to in writing by all parties to better respond to the needs of the Secwépemc Nation, communities, and children.

FUNDING

14.0 Nothing in this Memorandum

- a. Will create a funding obligation or determine funding methods or amounts for either Party unless otherwise agreed; or
- b. Is intended to shift the costs incurred by the Parties in supporting programs and services for Secwépemc children and families, as compared with the costs that would have been incurred by the Party in the absence of the Memorandum, unless otherwise agreed.

15.0 Canada and the Province recognize that funding will be required to support the Tripartite Working Group to be successful. Canada and the Province will provide funding, taking into account funding Canada is currently providing to the Shuswap Nation Tribal Council to support discussions on child and family services jurisdiction at the Secwépemc Nation level. Provision of funding by Canada is subject to yearly appropriations of funds by Parliament and Canada's funding policies and directives. For greater clarity, funding provided for Secwépemc participation in the Tripartite Working Group will be flowed to the Shuswap Nation Tribal Council.

TERM

16.0 The term of this Memorandum shall commence on the date that the last signature of the Parties is applied to this Memorandum and shall terminate on the day that is one year from that date ("the termination date") unless before the termination date the Parties agree in writing to extend this Memorandum.

IN WITNESS WHEREOF the Parties have executed the Memorandum as set out below:

****The Following Signatories are to be confirmed****

**SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF INDIGENOUS SERVICES**

Name

Title

Date: _____

**SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF CROWN-INDIGENOUS RELATIONS**

Name

Title

Date: _____

**SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF BRITISH
COLUMBIA, AS REPRESENTED BY THE MINISTER OF CHILDREN AND FAMILY
DEVELOPMENT**

Name

Title

Date: _____

SIGNED ON BEHALF OF THE SECWÈPEMC NATION

Name
Title

Community

Date: _____

SIGNED ON BEHALF OF THE SECWÈPEMC NATION

Name
Title

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