

Fédération
Métisse
du Canada



Métis
Federation
of Canada

Métis Federation of Canada

TREATY
Statement of Cooperation (TREATY)

This Treaty made as of the 13 day of Sept, 20 15.

Between

The Métis Federation of Canada (MFC)

-and-

Sou'West Nova Métis Council

the "Parties"

Whereas

1. The Métis People in North America are historically descendants of the unions of First Nations to European people during the fur trade and colonization era.
2. The Métis People continued to evolve in the ensuing centuries through mixed unions with various ethnicities.
3. The Métis People carry a distinct culture from their European and First Nations ancestors.
4. The Métis People cherish their connection (by birth or adoption) to Aboriginal ancestors and cultures (First Nation, Inuit, and Métis) in validating its Aboriginality.
5. The Métis People gather different cultural manifestations according to their ecological niches, historical events and various practices that have shaped their cultural particularities (language, customs, spiritual beliefs, etc.).
6. The Métis People are one of the Aboriginal peoples of Canada whose Aboriginal rights are recognized and affirmed by Section 35 of the Constitution Act, 1982.

7. The MFC is recognized as a representative body for the Métis People living in Canada and United States of America.
8. The MFC asserts that the distinction between Métis and individual “of merely Mixed-ancestry” is discriminatory and offensive to the self-determining capacities of the Métis People to recognize, welcome and re-gather its members after centuries of colonial violence.
9. The MFC welcomes all Métis organizations/communities/Nations across Canada, from Coast to Coast to Coast, to enter into a TREATY of mutual recognition and promises of mutual support.
10. The MFC supports Regional Métis organization/community/Nation on the basis of their criteria of admission, their cultural markers, financial accountability, ethics and the demonstrated genealogical robustness of their registry.
11. Except as provided herein, the Parties hereto acknowledge the independence and autonomy of one another.
12. The Parties will in a spirit of mutual respect and co-operation, work together on issues that affect the Métis People of Canada and the United States of America.
13. The Parties shall establish and maintain open and respectful communications with one another.
14. The relationship between the Parties shall be based on mutual trust and respect consistent with existing Métis community, business and consultation protocols.

Now Therefore the Parties Agree

1. MFC will support the policy and programming needs of the Sou’West Nova Métis Council;
2. The Sou’West Nova Métis Council will encourage/support membership in the MFC;
3. The MFC will respect the restrictive criteria of membership decided by each Métis organization it recognizes (i.e. based on territorial or kinships proximity).
4. The MFC however hold as its highest principle the reciprocal recognition that binds all members of the Federations.
5. The highest principle driving this accord posits that no Métis organization can universalize its restrictive criteria to trump the inclusive criteria used by the MFC by which it welcomes Métis individual or organization from all parts of Canada in accordance with the vision of Louis Riel, latter carried by Métis leader Harry Daniels when he negotiated the inclusion of all Métis of Canada in the article 35 of the Canadian Constitution of 1982. Violating such principle can lead to the unilateral termination of the Treaty by the MFC.

6. The first stage between a Métis organization/community/Nation and the MFC in mutually recognizing one another is called: Single-Accountability/Double-Recognition.
7. Each recognized Métis Regional organization/community/Nation is permitted at least one spokesperson at its Circle. Direct political representation will thus be secured.
8. Spokesperson (s) from a Métis Regional organization/community/Nation must be verified member(s) of MFC to exercise the right to vote within the MFC. They have 60 days to regulate their membership status with the MFC. Their file will receive the highest priority for treatment;
9. The recognition of a Métis organization by the MFC will give its members the possibility to apply for its Double-accountability/Double-recognition Standard Métis National Registry, on an individual basis. Each individual is then responsible for providing the needed documentation to the MFC Registrar and Genealogist(s);
10. This second stage between a Métis organization and the MFC in mutually recognizing one another is called: Double-Accountability/Double-Recognition;
11. It confers to members of regional Métis organization the possibility to gain full membership as “Member” of the MFC, in addition of their regional Métis membership. It also give access to the MFC National Registry;
12. The MFC will invite Sou’West Nova Métis Council to all general meetings and ensure communication on a regular basis;
13. The Sou’West Nova Métis Council will invite MFC to meetings and ensure communications on a regular basis;
14. The Sou’West Nova Métis Council agrees to participate in any MFC elections and general meeting;

MFC Accountably

1. MFC agrees to hold democratic elections for its directors within four (4) years of its last election; and
2. The MFC will respect the autonomy of Sou’West Nova Métis Council and will ensure that the needs of the Sou’West Nova Métis Council are considered when making decisions affecting the Sou’West Nova Métis Council.

Term of the TREATY

1. This TREATY comes into effect as of the date it is fully executed by both parties, and continues until terminated by either Party or until such other date as the Parties may agree to hereafter in writing.
2. Either Party may elect to terminate this TREATY upon the provision of sixty (60) days' advance written notice to the other Party.
3. The provisions of this TREATY may only be amended by mutual consent and written agreement by the Parties.

Dispute Resolution

1. The Parties are committed to resolving any differences or disputes informally that may arise under this TREATY in a timely, practical and respectful manner.
2. If differences or disputes under this TREATY cannot be resolved within a reasonable period of time, it will be referred to the President of the Sou'West Nova Métis Council and the MFC President for resolution by them.

General

1. Any notices or communications required or permitted to be given pursuant to this TREATY will be in writing and delivered to, or sent by prepaid courier, confirmed facsimile, or confirmed email, addressed as follows:

- (a) in the case of MFC: Métis Federation of Canada

Attention: Robert Pilon
Telephone: 905-409-5843
Fax:

- (b) in the case of : Sou' West Nova Métis Council

(Name Métis Regional organization/community/Nation)

Address : PO Box 424, Barrington Passage, NS B0W 1G0
Attention: Tony Cunningham
Telephone: 902-637-7066
Fax:

IN WITNESS WHEREOF the Parties have agreed to this TREATY.

Per: Sou'West Nova Métis Council

Name and title of signer: Tony Cunningham, Chief

Sept 13 2015
Date

Tony Cunningham
Signature

Per: Métis Federation of Canada

Name of President: Robert Pilon

Sept 16 / 2015
Date

Robert Pilon
Signature