

**MEMORANDUM OF AGREEMENT FOR SHARING OF SPECIFIC INDIAN RESIDENTIAL
SCHOOLS DOCUMENTS**

BETWEEN:

**THE UNIVERSITY OF MANITOBA on behalf of THE NATIONAL CENTRE FOR TRUTH AND
RECONCILIATION,
("NCTR")**

and

CANADA,
as represented by the Minister of Crown-Indigenous Relations ("Canada")

WHEREAS:

- A. In compliance with the Indian Residential Schools Settlement Agreement, Canada disclosed over 4 million Indian Residential School records to the Truth and Reconciliation Commission of Canada ("TRC") prior to its closure in 2015;
- B. Prior to its closure in 2015, the TRC transferred to the NCTR all of the Residential Schools records collected during its mandate in accordance with the Administrative Agreement and Trust Deed between the University of Manitoba and the TRC;
- C. The NCTR has a mandate to acquire, preserve and provide access to materials related to Residential Schools in accordance with applicable legislation, including access and privacy legislation;
- D. In an effort to ensure greater transparency and to support a stronger understanding of Residential Schools, Canada wishes to share additional documents of historical interest with the NCTR and as a first step in this process, Canada and the NCTR (being the sole and exclusive "Parties") wish to enter into this Agreement to support Canada's sharing of School Narratives, TIFFs, replacement copies of Corrupted Documents and associated Metadata (the "Documents").
- E. In entering into this Agreement, the Parties commit to complying with applicable privacy legislation.

NOW THEREFORE, the Parties agree as follows:

1 TERM OF THE AGREEMENT

1.1 This Agreement shall come into effect on the date it is signed by the last Party to do so. It shall be deemed concluded upon the fulfillment of Clause 4.1; however, the obligations at clauses 4.2 and 4.3 shall survive the conclusion, termination, or expiration of this Agreement. For clarity this does not preclude the parties from negotiating future transfers of documents to the NCTR.

2 DEFINITIONS AND SCHEDULES

2.1 This Agreement consists of the present Memorandum of Agreement, including its recitals and any schedules, as amended from time to time.

2.2 The capitalized terms used in this Agreement have the following meanings:

- (a) "Corrupted Documents" means the documents that were provided by Canada to the TRC on external hard drive "46a to 46c" and/or other documents or records provided which were not legible upon receipt.
- (b) "Documents" means TIFF Documents, School Narratives as described in Schedule A and legible versions of the Corrupted Documents and associated Metadata,
- (c) "FIPPA" means *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175 and the regulations under that Act, as the Act or regulations may be amended from time to time;
- (d) "Information" means information, including Personal Health Information and Personal Information.
- (e) "Metadata" means the data associated with the TIFF Documents and Corrupted Documents, which summarizes basic information about these documents.
- (f) "*NCTR Act*" means *The National Centre for Truth and Reconciliation Act* C.C.S.M. c. N20, and any regulations under that Act, as the Act or regulations may be amended from time to time;
- (g) "Personal Health Information" has the meaning given to that term in PHIA;
- (h) "Personal Information" means information about an identifiable individual as defined in the *Manitoba Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175.
- (i) "PHIA" means the *Personal Health Information Act*, C.C.S.M. c. P33.5 and the regulations under that Act, as the Act or regulations may be amended from time to time;
- (j) "*Privacy Act*" means the federal *Privacy Act*, R.S.C., 1985, c. P-21, and the regulations under that Act, as the Act or regulations may be amended from time to time;

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(k) “Representative” means a Party’s employees, students, agents, or contractors and any other person for whom the Party is responsible at law;

(l) “School Narratives” means the narrative reports prepared by Canada for the purposes of the Independent Assessment Process of the Indian Residential Schools Settlement Agreement, as listed in Schedule A.

(m) “TIFF ” means tagged image file format, and “TIFF Documents” means the TIFF versions of documents previously supplied to the TRC in PDF format, as set out in Schedule “B”.

(n) “Third Party” means an individual, corporation, organization or entity other than the NCTR and Canada or a Representative of either the NCTR or Canada;

2.4 No provision of this Agreement shall be interpreted against any Party merely because that Party or its legal representative drafted the provision.

3 LEGAL AUTHORITIES

3.1 NCTR confirms that it has the lawful authority to access, use and disclose the Information from Canada under FIPPA, the NCTR Act, and the PHIA.

3.2 Canada confirms that it has the lawful authority to disclose the Documents, Information, School Narratives set out in Schedule A and records being provided under this Agreement, including but not limited to the Personal Information contained in the TIFF Documents and the Corrupted Documents to NCTR, as set out in paragraph 8(2)(m)(i) of the *Privacy Act*.

4 DOCUMENT SHARING

4.1 In compliance with Section 3, and pursuant to the terms and conditions of this Agreement, Canada will provide the NCTR with the Documents, which transfer shall be completed by no later than six (6) months from the date that this Agreement was signed by both Parties, unless both parties agree in writing to extend this deadline. The Parties will work together to establish an acceptable means of transfer.

4.2 NCTR agrees that it will not disclose any Information or Documents provided by Canada described in subsection 4.1 to a Third Party unless:

(a) The NCTR has an Information Sharing Agreement with that Third Party that has equivalent terms and conditions to this Agreement; or

(b) The disclosure is authorized or required in accordance with FIPPA, PHIA and/or the NCTR Act.

4.3 The NCTR shall comply with all applicable laws, regulations and policies relating to the protection, management, security and privacy of the TIFF Documents, School Narratives and legible versions of the Corrupted Documents, including but not limited to FIPPA, PHIA and the

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NCTR Act and shall ensure appropriate security measures are taken to protect the integrity, authenticity, and sensitivity of these records and Documents during storage, use, and transmission.

5 GENERAL

5.1 This Agreement, including its schedules, may be amended at any time upon the Parties' express agreement in writing.

5.2 NCTR shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express written consent of Canada and which Canada shall provide on reasonable terms and with reasonable notice.

5.3 The Parties agree to give one another notice as soon as reasonably possible in writing of any change in their respective laws, policies, programs or information which is likely to affect this Agreement or any of its schedules, as well as of any inability to fulfill the terms of this Agreement.

5.4 No term or condition of this Agreement shall be deemed to be waived and no breach or omission excused, unless the waiver is in writing and signed by the Party granting the waiver.

5.5 This Agreement shall be governed by and construed in accordance with, in order of interpretive priority: first, any applicable federal laws of Canada; and second, with the laws in force in the Province of Manitoba.

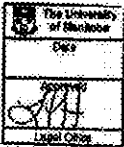
5.6 Nothing in this Agreement otherwise affects in any way each Party's respective jurisdiction or its application or interpretation of its applicable laws.

5.7 Neither Party will use the name of the other in any publication, press release, promotion or advertisement with respect to this Agreement or the transfer of Documents thereunder without prior consultation with the other Party.

5.8 The Parties may execute this Agreement in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts may be delivered by email of scanned document or facsimile transmission, and such transmission shall be considered an original.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates noted below.

THE UNIVERSITY OF MANITOBA ON BEHALF OF THE NATIONAL CENTRE FOR TRUTH AND RECONCILIATION



Date: January 19, 2022

Authorized Signature: _____ *Naomi Andrew*

[Name, Position] **Naomi Andrew, Vice-President (Administration)**

THE NATIONAL CENTRE FOR TRUTH AND RECONCILIATION

Date: January 20, 2022

Authorized Signature: _____ *S. Scott*

[Name, Position] **Stephanie Scott, Executive Director**

THE MINISTER OF CROWN-INDIGENOUS RELATIONS

Date: Jan 20

Authorized Signature: _____ *[Signature]*

[Name, Position]

SCHEDULE A: LIST OF INDIAN RESIDENTIAL SCHOOL NARRATIVES TO BE SHARED

- Assumption IRS
- Fort Vermilion IRS
- Grouard IRS
- Sturgeon Lake IRS
- Kamloops IRS
- Kuper Island IRS
- St. Mary's (Mission) IRS
- Mistassini Hostels IRS
- Kivalliq Hall IRS
- Fort George Anglican (St. Phillips) IRS (2016 Updated Version)
- Norway House (United) IRS (2016 Updated Version)

Note that no narrative was created for the following Indian Residential Schools, and therefore Canada will not be providing the NCTR narratives for these institutions.

- Lac La Biche IRS
- Lesser Slave Lake IRS
- St. Augustine's (Smoky River) IRS
- St. Joseph's (Dunbow) IRS

SCHEDULE B: LIST OF TIFF DOCUMENTS

The TIFF Documents as defined for the purposes of this Memorandum of Agreement are contained within the below-listed Document Sets:

Document Sets	Apricorn Serial Numbers
MD 70a-01	H4T001819
MD 70a-02	H4T001768
MD 70a-03	H4T001800
MD 70a-04	H4T001781
MD 70a-05	H4T001791
MD 70a-06	H4T001814
MD 70a-07	H4T001825
MD 70a-08	H4T001823
MD 70a-09	H4T001806
MD 70a-10	H4T001804
MD 70a-11	H4T001769
MD 70a-12	H4T001802
MD 70a-13	H4T001785
MD 70a-14	H4T001796
MD 70a-15	H4T001799
MD 70b-01	H4T001817
MD 70b-02	H4T001808
MD 70b-03	H4T001795
MD 70b-04	H4T001794
MD 70b-05	H4T001815
MD 70b-06	H4T001820
MD 70c-01	H4T001809
MD 70c-02	H4T001809
MD 70d-01	H4T001811